

09-10-2007

To: Board of Education

From: Gary Lewis, Principal, Virtual School

Re: Apex Learning Proposal

Background

As part of the Lawrence Virtual School Secondary Program, LVSP provides students with a comprehensive curricular program. As we continue to provide a comprehensive high school curriculum, we look to several curriculum providers for resources.

The agreement presented to you is for the 2007-08 school year. The agreement allows us to enroll students on a per semester basis not requiring any minimum or maximum investment. We only pay for what we need. Apex learning will host and provide user support via phone and email at no additional charge. Apex was also used in the 2006-07 school year.

Recommendation

Administration is requesting that the Board of Education approve the attached Online Learning Proposal for Apex Learning for students enrolled in the Lawrence Virtual School secondary program for the 2007-08 school year up to 400 enrollments for a total of \$28,000.00.

Motion:

I move that the board approve the Apex Learning Online Learning Proposal for the 2007-08 school term.

PURCHASE CONTRACT

(Please ship and bill from this contract, no other purchase order will be issued.)

Mailing/Billing Address

Board of Education Lawrence USD #497
Lawrence Public Schools
110 McDonald Drive
Lawrence, Kansas 66044

Contract No. 2669

Account No. 001-135-1000-7535-610
Phone (785) 832-5000
Fax (785) 832-5016

This contract between (*vendor name*) Apex Learning

(*vendor address*) 315 Fifth Avenue South #600, Seattle WA 98104

of the first part and the Board of Education of Lawrence USD #497, Douglas County, Kansas, of the second part.

WITNESSETH, That said party of the first part, for the consideration set forth below, does hereby agree to furnish unto said party of the second part, the following goods and/or services, to wit:

QUANTITY	DESCRIPTION	AMOUNT
Up to 400	Apex Course Seats at \$70.00 each	\$28,000.00
TOTAL OF CONTRACT INCLUDING SHIPPING		\$28,000.00

DELIVERY INSTRUCTIONS: Gary Lewis
Lawrence Virtual School
2145 Louisiana
LAWRENCE, KANSAS 66044

IN WITNESS WHEREOF, The said parties have hereunto set their hands:

Date Party of the first part

Date **Board of Education, USD #497 Douglas County, Kansas**

Date Attest: _____
Clerk of the Board of Education

Before filling this order, please be sure you are in compliance with the Kansas Employment Laws as stated on the back of this purchase contract.

Original - Must be signed and returned to the Board of Education before payment can be released

Yellow Copy - Vendor Copy

Pink Copy - Accounting



1. Overview

This proposal is for access to Additional enrollments of online course curriculum from Apex Learning® for select students in the Lawrence Virtual School. Apex Learning's online courses offer a proven alternative to the traditional model of classroom instruction when that option is not available. Each course delivers comprehensive online curriculum through a proprietary distance learning environment designed to meet the specific needs of secondary students.

Each online course will be instructed by teachers contracted by the Lawrence Virtual School.

2. Proposed Pricing

Apex Learning is pleased to offer the following pricing for the products and services you have requested:

Apex Learning Offering	Unit	Quantity	Price / Unit	Price
Additional Online Course Enrollment <i>With a Customer Provided Instructor</i>	Enrollment*	400	\$70	\$28,000
Total Available Balance for the Open Purchase Order				\$28,000

* An Online Course Enrollment is defined as one student enrolled in one semester of an Apex Learning Subject.

Additional Terms

Term: Through January 1, 2009

Changes: If changes are made to the products or quantities included in this proposal, adjustments to the proposed prices may be required.

Invoicing: Apex Learning will invoice Lawrence Virtual School against an open purchase order for online course enrollments used. At the end of each month, Apex Learning will reconcile used enrollments versus any outstanding withdrawal credits and send an invoice for the totaled amount. Payment for all invoices is due thirty (30) days from the date of invoice.

Customer Care: Pricing for products includes user support at no additional charge. Apex Learning provides user support via phone and email for all participating teachers, mentors, site coordinators, administrators, students, and parents. Phone support is available Monday-Friday from 7:00 a.m. to 9:00 p.m. Central Time during the regular school year (mid-August through mid-June). Hours are adjusted during the summer semester. Email inquiries are accepted seven days a week, 24 hours a day. Apex Learning strives to respond to email inquiries within one business day. In addition, Apex Learning provides 24x7 access to online help for all of the most frequently asked questions.

Materials: The pricing proposed in this document does not include any materials that may be required, though the balance of the open purchase order can be utilized to purchase any required materials. For a list of any required materials see the Apex Learning web link below (http://www.apexlearning.com/Documents/materials_list.pdf)

Authorized Users: Lawrence Virtual School is authorized to provide access to Apex Learning's online curriculum for students attending participating schools, their parents, and teachers, staff, and administrators employed by Lawrence Virtual School.

Terms of Use: Access to Apex Learning's offerings are subject to the Terms of Use (http://www.apexlearning.com/About/terms_of_use.htm), Credit Policy (<http://www.apexlearning.com/about/purchase.htm>) and the Student Code of Conduct (http://www.apexlearning.com/About/code_of_conduct.htm) posted on Apex Learning's web site. Customer is responsible for making users aware of the system requirements to access Apex Learning's offerings posted at (<http://www.apexlearning.com/systemrequirements/>)

Proposal Acceptance: To complete the purchase of products and services listed in this agreement a valid purchase order must be submitted to Apex Learning. Please fax a copy of this purchase order to Brian Sharp at 206-381-5601.