

Exhibit A

Apex Learning Price Quote

San Rafael City Schools
310 Nova Albion Wy
San Rafael, CA 94903



1215 4th Ave, Suite 1500
Seattle, WA 98161

Attention: Kevin Kerr

San Rafael City Schools has requested a price quote from Apex Learning® for a digital learning solution. Apex Learning proposes the following digital curriculum and services to meet your goals and objectives.

Digital Curriculum	Unit	Unit Price	Volume Discount	Discounted Unit Price	Quantity	Extended Price
Comprehensive Courses	12-month Unlimited Enrollment Subscription	\$250.00	52%	\$120.00	150	\$18,000.00
Digital Curriculum Sub-Total						\$18,000.00

Professional Services	Unit Price	Quantity	Extended Price
Comprehensive Courses Professional Development - Onsite (1) 6-hour onsite Functionality Training and Best Practices (1) 6-hour onsite Teacher Coaching and Mentoring	\$2,200.00 per 6-hour onsite session	2	\$4,400.00
Professional Services Sub-Total			\$4,400.00

Total Price	\$22,400.00
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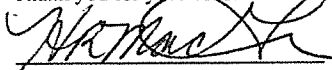
Prices above do not include any applicable sales or other taxes. The above prices are valid for 60 days from 4/28/2016 unless stated otherwise.

If you choose to complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total price, credit card payment, or an executed Apex Learning contract. Please fax or e-mail the signed quote and a valid purchase order to the attention of Kaitlyn Myall at (206) 381-5601 or salesdocs@apexlearning.com.

Payment of all invoices is due within 30 days of the invoice date. Payments via credit card are subject to a processing fee, equal to 3% of the amount charged to such card.

Please see Attachment A for information regarding the purchase of Apex Learning digital curriculum and services.

Thank you for your consideration of an Apex Learning digital learning solution.


4.29.16
Harriet MacLean
Assist. Superintendent
 Signature Date Printed Name Title

Attachment A
Purchasing Apex Learning Digital Curriculum and Services

1. Comprehensive Courses

Unlimited Enrollment Subscriptions: An Unlimited Enrollment Subscription provides access for a period of 12 months for one student enrolled in any number of Comprehensive Courses at one time. If a student completes or withdraws from all courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. Apex Learning counts the number of enrolled students if Unlimited Enrollment Subscriptions are purchased. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased.

Additional Subscriptions: Additional subscriptions may be purchased for access through the same order end date as the original order.

There are no credits or refunds for purchases of subscriptions to Comprehensive Courses.

2. Course Materials

Certain Comprehensive Courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for Comprehensive Courses and ALVS enrollments does not include any such course materials. The course materials list can be found at http://www.apexlearning.com/documents/materials_list.pdf.

Required and optional books may be purchased from Apex Learning at either the per set or per book price at the time of purchase as stated on Apex Learning's course materials list. The price for books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

3. Parental Consent

The client is responsible for obtaining any necessary parental consent for each student to use Apex Learning digital curriculum.

4. Laboratory Activities

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

5. Professional Development

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed contract and must be scheduled at least 2 weeks in advance of the delivery date.

Cancellations: If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses at the time that onsite professional development session is delivered.

Expiration: Professional development must be delivered prior to the order end date. There are no credits or refunds for unused professional development sessions.