



FLOYD COUNTY BOARD OF EDUCATION
Tonya Horne-Williams, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider & Approve the purchase of Edmentum APEX & Exact Path Learning for Floyd County Schools.

Applicable State or Regulations: Powers and Duties of the board.

Fiscal/Budgetary Impact: \$66,397.50

History/Background: Edmentum APEX & Exact Path Learning is used in Floyd County Schools for credit recovery, credits for courses, and as a part of the MTSS system in Floyd County Schools for students who are scoring below benchmark in reading and math in compliance with Kentucky Senate Bill 9. Access to Edmentum programs allow our schools to assist struggling students to close gaps.

Recommended Action: Approve the purchase of Edmentum APEX & Exact Path Learning

Contact Person(s): Rebecca Morrison, District Assessment Coordinator

N/A
Principal

Rebecca Morrison
Director

Tonya Horne-Williams
Superintendent

Date:



Date: 06/19/2025
Order Number: Q-639185
Revision: 1
Order Form Expiration Date: 08/03/2024

ORDER FORM

Customer and Billing Address

Customer No.: 110152
Customer Name: Floyd Co School District
Billing Address: 442 Ky Route 550
Eastern, KY 41622-6926

Products and Services

Floyd Co School District

Products	Qty	License Start Date	License End Date	License Term (Months)
Apex Learning Courses: Unlimited enrollments for all students district wide	1	07/26/2025	07/25/2026	12
Customer Success Services	1	07/26/2025	07/25/2026	12
Apex Learning Tutorials: Unlimited enrollments for all students district wide	1	07/26/2025	07/25/2026	12
Exact Path: Diagnostic and Learning Path Core Library - Program License	150	07/26/2025	07/25/2026	12
Exact Path: Edmentum Integration	1	07/26/2025	07/25/2026	12

Floyd Co School District Subtotal: \$66,397.50

Total US Funds: \$66,397.50

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the initial License Start Date, if any, applicable to the products listed in the order summary above ("Order Summary") and shall remain in effect through the end of the Term.

To the extent this Order includes Purchases of Enrollment Products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the Order Summary, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section. We reserve the right to pursue collections to the fullest extent permitted by law for sales taxes that have been charged on invoices submitted prior to our receipt of a valid tax exemption certificate.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





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ORDER FORM

Invoicing and Payment Terms

The total amount in the Order Summary will be invoiced on the Effective Date.

You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates.

This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect. If this Agreement includes Professional Services, they are more fully described herein, in the Standard Terms and/or on an attached Statement of Work.

Purchase Order

This Agreement is non-cancellable. You will submit a purchase order to us for the full amount of this Order Form or, if applicable, for the amount listed on the first payment due date in Invoicing and Payment Terms, followed by additional purchase orders according to the Invoicing and Payment Terms. Your Order will not be scheduled for delivery until a conforming purchase order referencing this Order Form is submitted.

To the extent applicable, you will submit additional purchase orders ("Subsequent Purchase Orders") within ten (10) days of our notice to you that your Enrollment Products Purchases, in the aggregate, have exceeded the amount identified in the Initial Purchase Order for such products. If we waive a Subsequent Purchase Order requirement, you agree to pay the amounts identified on our invoice.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

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Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

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