



Board Agenda Item #	Agenda II D – Action Item
Date:	August 8, 2018
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO
Staff Lead:	Erdinc Acar, Chief Academic Officer
RE:	Online Curriculum and eLearning Programs RFP

Proposed Board Recommendation

I move that the board authorizes the CEO to negotiate and execute Online Curriculum and eLearning Programs RFP with Odysseyware.

Background

On May 1, 2018, MPS solicited proposals to establish a contract through competitive negotiations for the purpose of entering into a contract with a qualified firm to provide a personalized online curriculum program and learning management system for students in grades TK-12. Services are to commence during the 2018-19 school year, with implementation plan in a timely basis to use the services for the 2018-19 school year. The period of the initial contract term shall hold pricing constant for at least a period of five (5) years from contract execution. The services and products will be purchased as a consortium to include all schools. Billing will be managed through Magnolia Public Schools. Cost will be broken down per site per user access. Implementation, training and support will be customized for each individual school.

At a minimum, the vendor and platform will provide solutions and meet criteria in the following areas:

- A catalog of core and elective courses for grades TK-12 that are aligned with University of California A-G requirements, including CTE and World Language courses.
- A team of certified teachers with proper endorsements.
- A catalog of mastery-based credit recovery courses
- A secure, electronic learning management system that permits real-time visibility to each student's progress and login information.
- Adaptable courses to meet IEP and 504 needs.
- Data to draw reports from such as course completion percentages, grades, student activity time, etc.
- Have (3) three plus years' experience providing mentioned services.
- Agree to a year-to-year non-exclusive contract.

A total of five (5) vendors responded to the RFP

- Accelerate Education
- Edgenuity
- Apex
- ItsLearning
- Odysseyware

MPS Academic department and school teams reviewed proposals based on the following criteria.

Criteria
Course Offerings – range
Course Quality and Features
LMS Capabilities – usability/progress monitoring
Company Experience and Stability
Project Management Ability
Customer Service
Trainings and Technical Support
Price

Cost comparison

Accelerate Education	Edgenuity	Apex	ItsLearning	Odysseyware
\$39/semester/course content only - \$239/semester with academic services + training cost	\$35K per site- Comprehensive bundle or \$325/student/semester + training cost \$2,500/day - \$250/hr	\$85/semester/course content only - \$300/semester academic services + training cost	Did not meet RFP criteria– no full range of courses - 31K including PD, full access	\$31K org wide- \$140/student/year \$250 academic services /semester training cost \$2,500/day - \$250/hr

Odysseyware offers services to over 2,500 school districts and systems nationwide and over 300 in California. The proposal submitted Odysseyware addresses MPS student and school needs in terms of initial course, credit recovery, summer schools AP level blended/competency-based learning and enrichment programs. Odysseyware has partnership with NWEA similar to MPS and offers courses for Social Emotional Learning. Odysseyware’s solutions are also more cost effective in comparison.

We are recommending to partner with Odysseyware as the next Online Curriculum and eLearning Program for MPS.

Budget Implication The programs will cost \$31,000 MPS wide, based on student and school use. Each school partnering will share the total cost based on the pro-rated use. All schools allocated funds to cover cost for this program in their FY 18-19 budgets.

Funding Source

LCFF Entitlement

How Does This Action Relate/Affect/Benefit All MSAs?

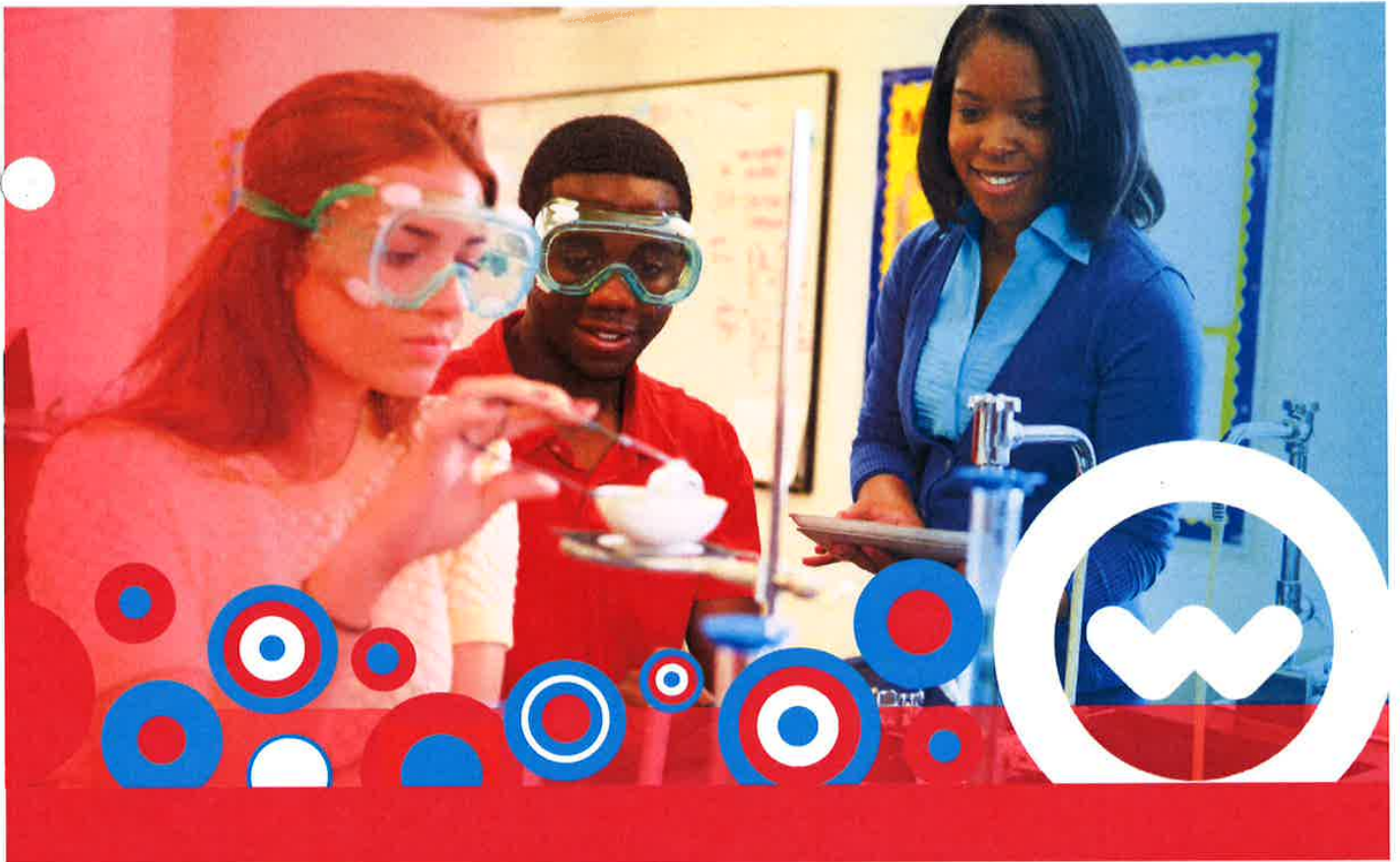
No perceived effects on other MSAs.

Name of Staff Originator:

Erdinc Acar, Chief Academic Officer

Attachments (1)

1. Odysseyware response to Online Curriculum and eLearning Programs RFP



Response to:
Magnolia Public Schools

Solicitation for:
Online Curriculum and eLearning Program

Due: May 25, 2018 at 3:00 PM PST



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Submitted by: Stephanie Maiwurm, Regional Vice President of Sales | smaiwurm@odysseyware.com | (619) 323-8362

300 N. MCKEMY AVE. | CHANDLER, AZ 85226 | (877) 795-8904 | ODYSSEYWARE.COM

LETTER OF INTRODUCTION

May 25, 2018

Attn: Erdinc Acar, Blended Learning Advisor
Magnolia Public Schools
250 E 1st Street, Suite 1500
Los Angeles, CA 90012

RE: Online Curriculum and eLearning Program RFP

Mr. Acar,

Odysseyware respectfully submits the following proposal to Magnolia Public Schools (MPS) in response to the Online Curriculum and eLearning Program RFP. Our leadership, Curriculum Development, Technology, and Client Services teams stand ready to assist your Charter Management Organization (CMO) in providing students with high-quality educational support.

Odysseyware is a leading provider of award-winning, online K-12 Core, Elective, Career Technology Education (CTE), Social-Emotional Learning (SEL) curriculum. Our eLearning solutions are utilized in public, virtual, charter, and alternative schools, and our curriculum emphasizes flexibility, providing what we believe to be the most robust customization features in the industry. Odysseyware offers MPS the following:

CUSTOMIZATION

Odysseyware empowers teachers with unprecedented flexibility to customize courses and the student learning experience. Teachers and administrators may alter the instructional sequence of Odysseyware courses, inserting units, lessons, projects, or assessments from other Odysseyware courses creating a cross-curriculum experience for their students. Teachers may also insert teacher-authored, custom lessons, delete or skip lessons, and set individual course levels for every student. Additionally, prescriptive modes are available throughout the program, further customizing each student's learning path.

FLEXIBILITY

Odysseyware incorporates varied pedagogical methodologies into our courses, including the Understanding by Design model of Wiggins and McTighe, along with models researched by Marzano. Odysseyware courses are used in a myriad of instructional settings, including: First Time Credit, Credit Recovery, Remediation, Acceleration, Test Prep, Blended Learning, Special Education, etc. Through Odysseyware Academic Services, Odysseyware provides state-certified teachers to lead virtual learning courses. This feature allows districts to retain students and offer expanded courses.



SINGLE PLATFORM

All Odysseyware courses are delivered on a single platform. As such, teachers and students have the same experience regardless of course and do not need to be trained on the use of several platforms. As Odysseyware courses may be utilized in a myriad of educational settings, the single platform is extremely beneficial. Navigational commands and features remain consistent throughout the program.

PROFESSIONAL DEVELOPMENT

Odysseyware also offers our clients several opportunities for Professional Development – leading seminars in subjects regarding Flipped Classrooms, Blended Learning, technological integration into the classroom, and the use of the Odysseyware curriculum. Professional Development plans vary according to district needs and shall be established after meetings with MPS leaders.

Odysseyware looks forward to partnering with the MPS on this important initiative. Thank you for time and consideration.

Respectfully,



Charles Mallon
Chief Financial Officer





Acknowledged By:

Charles Mallon

Charles Mallon, Chief Financial Officer

REQUEST FOR PROPOSALS (RFP)

Online Curriculum and eLearning Programs

Issued by:

MAGNOLIA PUBLIC SCHOOLS

250 East 1st Street Los Angeles, Suite 1500, CA 90012
www.magnoliapublicschools.org

Issue Date : May 1, 2018

Amendments	Date	Update
Amendment 1:	May 7, 2018	New closing date for submission and receipt

Closing Date for Submission and Receipt: May 18, 2018 3:00 p.m. PST

EXTENSION on Closing Date for Submission and Receipt: May 25, 2018 3:00 p.m. PST

Proposals are to be submitted in (2) copies to:

Contact Name: Erdinc Acar
Title: Blended Learning Advisor
Address: 250 E 1st St. Suite 1500
Office: (213) 628 – 3634
Fax: (714) 362-9588
Email: eracar@magnoliapublicschools.org
www.magnoliapublicschools.org

Note: Please use the proposal name above on all RFP correspondence.

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1- Background and Purpose

Magnolia Public Schools (MPS) is made up of 10 school sites located throughout Southern California, comprised of 3,900-4,000 student's grades TK-12.

MPS is soliciting proposals to establish a contract through competitive negotiations for the purpose of entering into a contract with a qualified firm to provide a personalized online curriculum program and learning management system for students in grades TK-12. Services are to commence during the 2018-19 school year, with implementation plan in a timely basis to use the services for the 2018-19 school year (use during summer 2018).

The period of the initial contract term shall hold pricing constant for at least a period of five (5) years from contract execution.

The services and products would be purchased as a consortium to include all schools. Billing would be managed through Magnolia Public Schools. An itemized invoice would be needed each month, showing the percentage due by the size of each school site. Implementation, training and support would be customized for each individual school. Cost breakdown must be broken down per site in order to calculate for budgeting. Any award / contract will be pending the Magnolia Public Schools Board approval and availability of funds.

2- Scope of Work and Qualifications

At a minimum, the vendor and platform should provide solutions and meet criteria in the following areas:

- A catalog of core and elective courses for grades TK-12 that are aligned with University of California A-G requirements, including CTE and World Language courses.
- A team of certified teachers with proper endorsements.
- A catalog of mastery-based credit recovery courses
- A secure, electronic learning management system that permits real-time visibility to each student's progress and login information.
- Adaptable courses to meet IEP and 504 needs.
- Data to draw reports from such as course completion percentages, grades, student activity time, etc.
- Have (3) three plus years' experience providing mentioned services.
- Agree to a year-to-year non-exclusive contract.

3- Key Dates

RFP Issue Date	May 1, 2018
Deadline for Questions	May 15, 2018 to Erdinc Acar (213) 628 – 3634 eracar@magnoliapublicschools.org
Submit Sealed Proposals By	May 18, 2018 3:00 p.m. PST All proposals received after the date and time set for receipt will be REJECTED. Proposals received after the time and date set will not be considered. EXTENSION on Closing Date for Submission and Receipt: May 25, 2018 3:00 p.m. PST

Magnolia Public Schools reserves the right to modify this schedule at its discretion. Notification of changes in the RFP due date and deadline for questions will be via e-mail. Changes in any other anticipated dates will not be released unless deemed necessary at the sole discretion of Magnolia Public Schools.

4- Proposal Requirements

The desired partner is one who has provided a wide-range of products and services to small, medium and large-sized institutions. It is expected that the selected company will be able to provide the following information:

- 1- Provide an overview of the system. Attach any relevant marketing materials and data sheets in the Appendices.
- 2- Describe the features, functions, and capabilities of your system as they relate to these key aspects of MPS:
 - a. Catalogs of variety of courses built specifically for students' grades TK-12, scope of sequence, standard correlation, types and features including virtual labs.
 - b. Ability for students and teachers to personalize the learning experience.
 - c. Ability to track students' performance and progress at the individual student level, school level and district level.
 - d. Ability to track course mentors' performance and progress at the individual student level, school level and district level.
 - e. Describe any additional, supplemental resources available to students.
 - f. Describe the Data Security features of the tools used in the program.
 - g. Describe user help features built in to your system and other help available to students, parents, and staff.
- 3- Provide end-user to review the demo accounts at a minimum for district admin, mentor/teacher and student roles.
- 4- Provide information on technical details for device and software requirements, compatibility with different platforms including Chromebook, interoperability with school information systems (Illuminate) for data sharing, whether the curriculum can be used asynchronously or offline.
- 5- Available for IT representative to confirm the technical details and ask any follow-on questions.
- 6- Compliance with FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement

Project Approach

- 1- Describe your firm's understanding of the proposed assignment and the services it will provide.
- 2- Provide a complete definition of the process that will be employed to meet the objectives of this project, (e.g., approach to be taken, etc.).
- 3- Provide a list of key staff who will support this project and their professional background.
- 4- Provide a detailed implementation plan and any limitations (e.g., limit of 10 forms per district created by firm as part of the implementation).

Training and Support

- 1- Describe below the typical training your company provides.
- 2- Describe vendor support facilities, services provided with the standard agreement, optional support available at additional cost and the cost for optional support.
- 3- Describe vendor users/client's community and what resources are provided to clients (listserv, knowledge base, users conference, best practices, review panel for setting product enhancement priorities, etc.).
- 4- Describe additional trainings and cost breakdown.

Additional Services

List any additional services that your firm may have to offer with a pricing structure.

Pricing

Provide an outline of project budget with costs for each major element and any options for payment schedule. Cost breakdown must be broken down per site in order to calculate for budgeting.

5- Submission Guidelines

Proposals for furnishing the services described herein will be received until: May 18, 2018 3:00 p.m. PST. Vendors are responsible for the delivery of their proposal. Proposals received after the official date and time will be rejected.

Proposals must be submitted in both email and hard copy formats. Email proposal must be in PDF format, digitally signed. Email proposals should be addressed to eracar@magnoliapublicschools.org. Hard copy formats (2) copies should be mailed to:

Contact Name: Erdinc Acar
Title: Blended Learning Advisor
Address: 250 E 1st St. Suite 1500
Office: (213) 628 – 3634
Fax: (714) 362-9588
Email: eracar@magnoliapublicschools.org
www.magnoliapublicschools.org

The RFP proposal submission deadline must clearly appear on the cover of the proposal. All questions should be submitted to eracar@magnoliapublicschools.org by May 15, 2018. This solicitation & any addendum are posted on our website at: www.magnoliapublicschools.org

There will be an optional public bid opening at the aforementioned time and place (attendance at the bid opening is not required.)

Submission Format Bidders should submit their response in the preferred format:

- Provide letter of Introduction
- Table of Contents. Should include a list of all sections and appendices in the RFP response and indicate corresponding page numbers, if appropriate.
- Organization’s name, contact person, address, telephone number(s), fax number and qualifications of the firm. A brief introduction of the company and/or managing staff. Bids should be signed by person(s) authorized to bind the company to their proposed offer (RFP response).
- Attach other information as required by the RFP including past parent and student feedback, key staff bios or resumes, and other relevant information.
- Proposal Content. Full details of the bidder’s Proposal including: general approach, methods, and explanations of how all RFP specifications will be achieved.
- Cost break down including add-ons. Bidder should include various costs models associated with program operation and delivery.
- Appendices
- Bidders will provide with their Proposal. Three (3) references, including contact information of the end-user for services of a similar nature, including the dollar value where available.
- **Vendor Services Agreement:** Vendor should include any proposed contract and maintenance agreement language for review.

6- RFP Conditions

Evaluation Criteria

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal. The award will be based on the following criteria:

Criteria	Possible Points
Course Offerings – range	150
Course Quality and Features	200
LMS Capabilities – usability/progress monitoring	100
Company Experience and Stability	125
Project Management Ability	50
Customer Service	100
Trainings and Technical Support	75
Price	200
TOTAL	1000

Acceptance of Proposal

- Bid will be awarded in writing to the bidder whose Proposal is determined to be the best fit for individual school goals, as determined under the sole discretion of the school’s evaluation committee and approved by the Board afterwards.

- The MPS and the Board reserve the right to reject any or all Proposals or to waive any formality or technicality in the best interest of each school.

Specific Information

Proposals shall be signed by an authorized representative of the bidder. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. Information which the bidder desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

Bids must be valid for at least 120 days from the bid opening. Submission of a response to the request for proposal constitutes an acknowledgement and acceptance of all bid specifications by the responding vendor.

Proposal Revisions

Proposal revisions must be received prior to the RFP submission closing date and time. Disclosure All documents submitted by bidders shall become the property of MPS. Proposal information is proprietary and as such shall be treated as confidential until such time as a Provider is selected by MPS and an award is made, when all submissions considered by MPS become public record.

Information pertaining to the schools obtained by the bidder as a result of participation in this project is confidential and must not be disclosed without written authorization from MPS.

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Magnolia Public Schools
Online Curriculum and eLearning Programs

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APPENDICES

APPENDIX A – COURSE GUIDE

APPENDIX B – DEMO SITE NAVIGATION GUIDES

QUALIFICATIONS

Organization's name contact person, address, telephone number(s), fax number and qualifications of the firm. A brief introduction of the company and/or managing staff. Bids should be signed by person(s) authorized to bind the company to their proposed offer (RFP response).

CONTACT INFORMATION:

Stephanie Maiwurm
smaiwurm@odysseyware.com
P | (619) 323-8362

HEADQUARTERS:

300 North McKemy Avenue
Chandler, AZ 85226
P | (877) 795-8904
F | (866) 465-1954

The Letter of Introduction provided earlier in this proposal is signed by the individual authorized to bind Odysseyware to our proposed offer.

HISTORY

Odysseyware was established in 1998 and is a subsidiary of Glynlyon, Inc., the roots of which began in 1977. At that time, there were few curriculums available for homeschooling families, and therefore curriculum developers and writers created product and resources for those families. Glynlyon has been anchored in education since its founding and has been offering educational K-12 solutions for over two decades. Additionally, the company has provided services like those requested in this RFP for over 19 years.

In 2016, Glynlyon established a partnership with Linsalata Capital Partners, a venerable private equity firm in the United States. This partnership will allow Glynlyon to impact more student lives by continuing to invest in our people, our products, and our future.

Odysseyware employs over 450 employees, with offices in Arizona – serving as our headquarters – Iowa and Minnesota. Despite our three locations, many of our employees work remotely so that they may better serve the schools and students we support. Additionally, Odysseyware's client base is comprised primarily of public and private schools. Odysseyware's Arizona headquarters is displayed on the right.



AWARDS AND CERTIFICATIONS

Odysseyware was awarded the 2017 ComputED's 23rd Annual Best Educational Software BESSIE Award in the category of "Best Multi-Subject Website". Odysseyware was also awarded the 2016 EDDIE Award for Best Online Curriculum and Management System. The 21st Annual Education Software Review Awards (EDDIES), sponsored by ComputED Gazette, target innovative and content-rich software and websites that augment the classroom curriculum and improve teacher productivity by providing educators with the technology to foster educational excellence. Selection criteria

includes:

- Academic Content
- Potential for Broad Classroom Use
- Technical Merit
- Subject Approach
- Management System

The image on the right consists of the awards and certifications Odysseyware has earned.

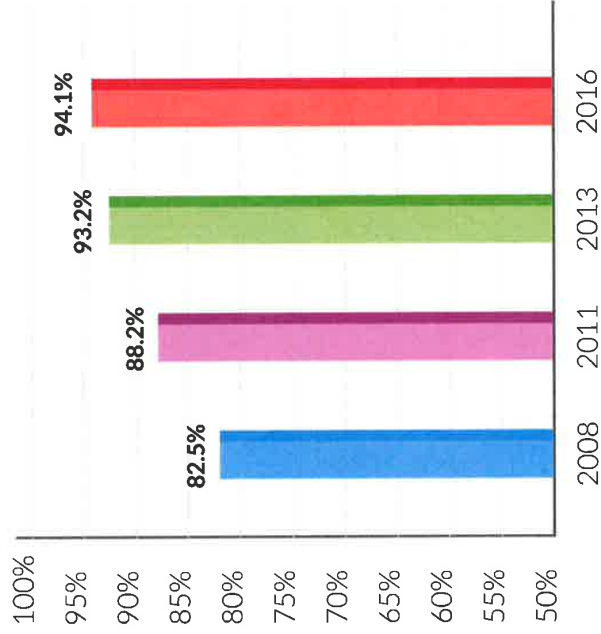


Our program can also be used to help support students in a virtual learning environment. Odysseyware may provide additional teaching resources, ranging from consultants experienced with setting up home/hospital bound support programs to virtual teachers who can help expand course offerings such as Advanced Placement or College Credit.

Attach other information as required by the RFP including past parent and student feedback, key staff bios or resumes, and other relevant information.

Odysseyware has been dedicated to supporting parents, students, and teachers for over 20 years. The case studies provided on the following pages demonstrates Odysseyware's positive impact on schools we have served. Our dedicated staff – including the bios for those who will be working with Magnolia directly – are provided later in this proposal.

UNITED ISD GRADUATION RATE



United ISD improved its graduation rate from 82.5% in 2008 to 94.1% in 2016

CASE STUDY

Laredo, TX

United Independent School District (USD) is located in Laredo, Texas—a border town with Mexico. Despite multiple challenges, the district's graduation rates have steadily improved in recent years.

DISTRICT:

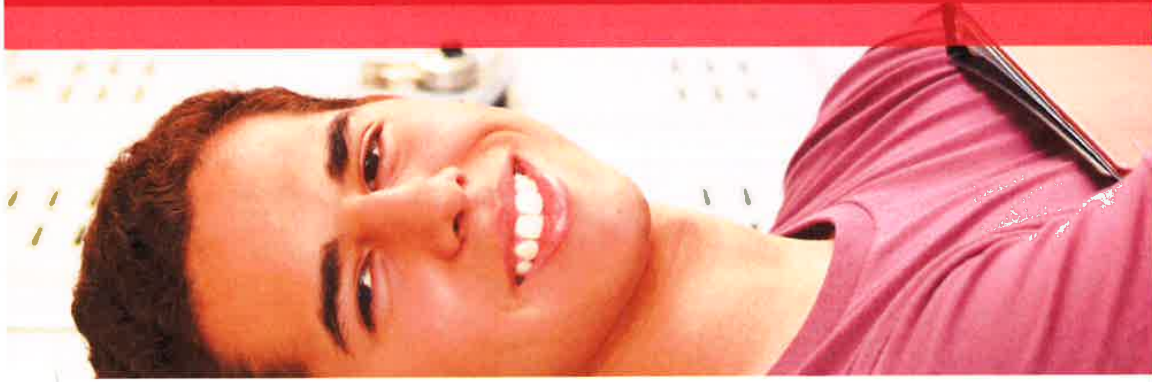
United Independent School District

LOCATION:

Laredo, Texas

STUDENT POPULATION:

- 43,191 students
- 75% economically disadvantaged students
- 48% English Language Learner (ELL) students

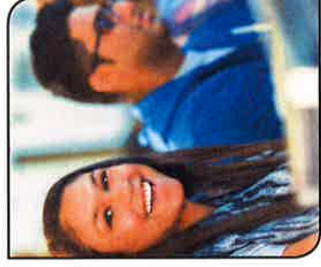


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"The fact that Odysseyware has such robust customization features enables us to use the program in a large variety of ways."

Judith Garcia
Director of Curriculum & Instruction Technology



CHALLENGES

United ISD faces a host of challenges, one of which is the inconsistent school attendance of migrant students, who are under pressure to contribute financially to their household and thus move frequently based on crop-picking seasons. In addition, it is not uncommon for students in the district to exit high school as parents of multiple children or facing drug abuse issues. Despite these challenges—and others—the district leadership is committed to ensuring that these students do not become discouraged and leave high school saying, "I'll figure this out later."

NEW INITIATIVES

United ISD adopted Odysseyware in 2007 as part of its initiatives to support these and other students, keep them on pace with their cohorts, and increase graduation rates. United ISD currently serves 1,000 students through its partnership with Odysseyware, and has implemented several programs to address the challenges it faces, particularly in the areas of Migrant Population/Students Who Relocate Mid-Year, Excessive Absences, and Special Education.

Migrant Population/Students Who Relocate

Mid-Year: Migrant students leave in early fall and don't return until mid-spring. Now, they receive their Odysseyware login, a laptop, and a "hot spot" internet connection so they can complete their coursework regardless of location. In addition, support from teachers and school counselors, including occasional visits with some students out in the field, encourages this

student population to stick with their education and remain dedicated to their own success. Oftentimes, these students are the first in their family to graduate high school. Judith Garcia, Director of Curriculum & Instructional Technology for United ISD, estimates that this program has enabled dozens of students who would have otherwise given up on school to graduate.

Excessive Absences: In some cases, students pass the state test but fail their class. This situation occurs most often in instances where students do not receive credit for a course due to excessive absences, in accordance with Texas Education Agency policies. Through the use of Odysseyware, the district can accelerate students to earning their required credits in nine weeks so they don't have to retake an 18-week class.

Special Education: District-wide use of Odysseyware enables Special Education students to experience consistency in learning. Teachers create customized courses in Odysseyware based on each student's Individualized Education Program (IEP). And because each Special Education student may be seen by different specialists, the district uses Odysseyware as a central point for managing information about that student's learning progress, including any notes the teachers or specialists document from their time with the student.

"The translation features, text-to-speech, and vocabulary support in Odysseyware have ensured our ELL population is well supported."

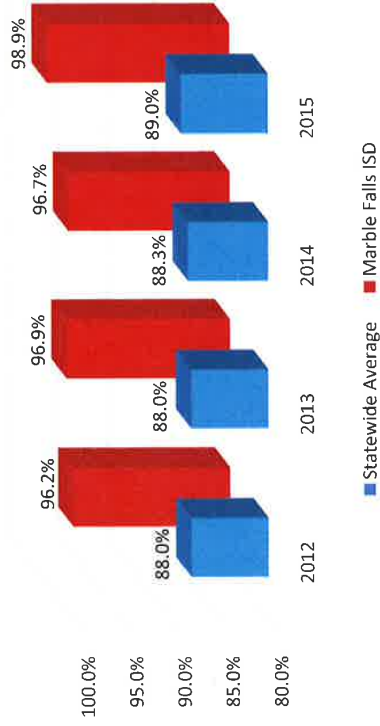
Isela Jarrell
Online Curriculum Coordinator



RESULTS

Saenz says that because of FCHS and Odysseyware, the district is graduating 20 percent more students than they would have without the program. Test scores reflect that impact. 100 percent of kids who attend FCHS have failed end of course exams and fallen far short on the state STAAR tests. Now nearly 100 percent of these students pass both exams. Their progress is at a much higher rate than at traditional high schools in the state.

Graduation rates increased 2.8% in 4 years



CASE STUDY

MARBLE FALLS, TX

Falls Career High School, instituted 14 years ago, serves grade nine-through-twelve students who don't fit the traditional high school mold.

DISTRICT:

Marble Falls Independent School District

LOCATION:

Marble Falls, TX

STUDENT PROFILE:

- o 4,000 students in MFISD
- o 70% economically disadvantaged at FCHS
- o 90% high school students at-risk at FCHS



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CHALLENGES

Mike Saenz, English teacher at Falls Career High School, says district students often drop out because "real life gets in the way." Ninety percent of the Falls Career High School student population is considered at-risk. According to Saenz, most students choose to attend because they have a history of academic failure or because stress, fear, and anxiety prevent them from functioning well in a traditional school. The school also accommodates teenage parents, working students, and other struggling learners.

NEW INITIATIVES

Seven years ago the high school instituted the use of Odysseyware, in part because of the broad range of electives it offered the small district, and also because of its impressive use of interactive multimedia to demonstrate concepts.

The school uses Odysseyware in the areas of Social Studies, Government, Economics, U.S. History and a range of science courses.

CUSTOMIZED LEARNING

Our philosophy is that Odysseyware doesn't teach, but teachers teach with the support of the program," says Saenz. The versatility of Odysseyware digital curriculum allowed Saenz to create his own music history course from scratch. He says the program allows teachers to "meet kids where they are" and to adapt and personalize the curriculum for the eight to 10 students in each class.

BLENDED LEARNING

Odysseyware combined with face to face instruction and classroom activities such as presentations, round table editing groups, and drama class plays, allow students to proceed at their own pace and gain the social skills that will lead to success in college and the workplace. Because of its limited enrollment and technology-based curriculum, the high school can also provide students with a more personalized experience, such as timely email messaging with teachers.

CREDIT RECOVERY

Students can move more quickly through the curriculum and can do so to a great degree at their own time and pace, reports Saenz. Although students may be short credits or have failing grades or past poor attendance, they can now make up for those shortcomings through the program's flexible options.

SUMMER SCHOOL

The district's summer school program uses Odysseyware to help high school students recover credits and get ahead on the curriculum. Odysseyware remains the central element of this growing program which currently serves more than 60 district high school students.

FRESHMAN ACADEMY PROGRAM

The program, still in development, will allow 10 at-risk eighth grade students to receive a full year's individual instruction that focuses on both academic and behavioral issues to prepare them for the mainstream classroom.



"We were impressed by the dynamic features in Odysseyware, including the science videos and many interactive elements. We were also drawn to the flexibility of the program which allows our teachers to customize lessons for individual students."

Mr. Chess Long
Principal
Falls Career High School



Because of FCHS and Odysseyware, the district is graduating 20 percent more students.

"At Falls Career High School, students realize they have the ability to succeed, sometimes for the first time. This produces an unusual camaraderie among students and also between students and teachers. There is a feeling of 'we're all in this together.'"

Mr. Mike Saenz
English Teacher
Falls Career High School



RESULTS

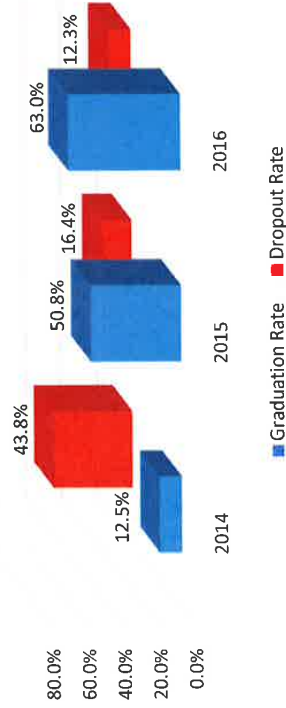
Since implementing Odysseyware, MVOA has seen a substantial improvement in its graduation rate for credit deficient students, as well as a sizeable decrease in its dropout rate.

College Bound:

2015/16: 4 students accepted to 4-year university

2016/17: 6 students accepted to 4-year university

**Graduation rate increased 404% and
Dropout rate decreased 72% in 3 years**



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CASE STUDY

Moreno Valley, CA

Dr. Tammy Guzzetta, principal of Moreno Valley Online Academy, works closely with a team of five instructors and students' parents to ensure students meet necessary requirements to stay on track for graduation.

DISTRICT:

Moreno Valley Unified School District

LOCATION:

Moreno Valley, CA

STUDENT POPULATION:

- 33,408 students
- 38 schools
- 148 online academy students
- 200 Adult Education students



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CHALLENGES

Students from grades 9 through 12 participate in MVOA and their parents are heavily involved. Some students enter the program looking to avoid situations involving bullying, while others are working through anxiety or other health issues. Participation in athletics, and other extra-curricular activities provide motivation and successfully balance academics in this program. Middle and high school groups include English Language Learners (ELL) and students with Individualized Education Plans (IEPs). MVOA also serves Graduation Opportunity (GO), which provides a path to graduation for credit deficient students, and adult education students seeking a high school diploma.

NEW INITIATIVES

Students interested in MVOA must submit an Alternative Education Committee (AEC) packet through their counselor. Packets include transcripts, discipline records, attendance, grades, and test scores. Dr. Guzzetta, the student's teachers and counselor confer before deciding. "If we have a student earned Ds in high school, but we look back at their middle school grades and their grades were As, Bs, and Cs, that student will probably make it through here with a little bit of tutoring, help, modification of the curriculum," she explains. Curriculum options in Odysseyware enable teachers to design additional level-appropriate activities. Each grade level and subject area has its own lab, and schedules are posted on the MVOA website. Parents also give positive feedback on the user-friendly interface.



The Adult Education program has grown from 2 to 200 students in 2 years.

"Odysseyware teaches them skills, it teaches time management. They have 24 hours a day, they can accelerate if they want or they can just go by the calendar. Any type of learning style can be met."

Dr. Tammy Guzzetta
MVOA Principal
Moreno Valley, CA



Middle School: The schedule includes a 30-minute daily session each morning for parents who have questions or would like to meet with the lab instructor in person. Odysseyware provides middle schoolers with an opportunity to focus, while their individual circumstances may not allow for this in a traditional classroom.



High School: For scheduling reasons, some students apply to participate in the online program. "If they pay attention, stick to [their required work], and don't fall behind, they can graduate early," says Dr. Guzzetta. "With a 3.0 GPA, they can go, as a junior, to the community college. Odysseyware opens all of that up." The one-on-one attention in the lab is instrumental in keeping these students on track for graduation.

Graduation Opportunity (GO): GO provides a solution in the form of credit recovery for juniors and seniors, paving a clear path to graduation. Most students come into this program with 100 or fewer credits, in a district that requires 225 credits for graduation. Today, 63% of students graduate with their peers.

Adult Education: The online adult education program, also headed by Dr. Guzzetta, provides Odysseyware during morning and evening hours to adult students earning their High School diploma. GED® classes offered in the evening utilize test prep features in Odysseyware to help students pass the 4 tests required to earn the GED. The Credit Recovery program requires in-person attendance once per week, while the rest of the work may be completed remotely.

"With Odysseyware, students learn the technology, which is important because they're going to have to use it in college."

Dr. Tammy Guzzetta
MVOA Principal
Moreno Valley, CA

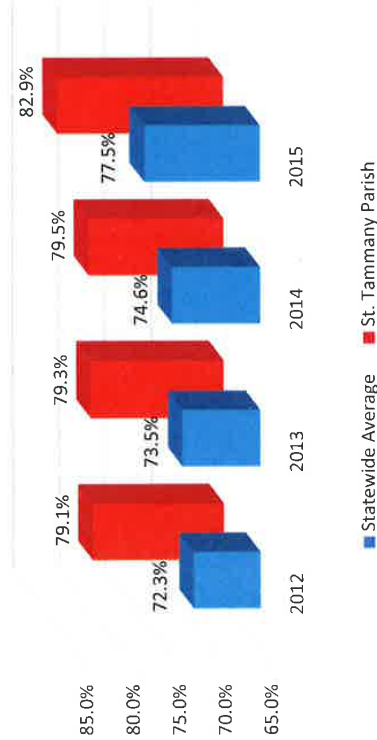
NEW INITIATIVE

BLENDED LEARNING: Beginning in the fall of 2017, the district will be expanding its use of Odysseyware to offer a customized, **blended learning solution to more than a thousand high school students in Special Education.** This initiative will personalize learning for students as well as assist them to accelerate their individual progress.

Odysseyware gives coordinator Toni Rich the tools and flexibility to address, with customized and consistent learning, the challenges of:

- 500+ students a year
- Homebound learners
- Students in special education

STPPS Graduation rate increased
4.8% over the last 4 years



CASE STUDY

Saint Tammany Parish, LA

Increased consistency and access for students with Odysseyware® digital curriculum.

The A3 Virtual Academy program provides courses and opportunities for credit recovery for a range of students---including struggling and homebound learners.

DISTRICT:

Saint Tammany Parish Public School System

LOCATION:

Saint Tammany Parish, LA

STUDENT POPULATION:

- o 38,681 students
- o 44% economically disadvantaged students
- o 24% students served by Special Education



The Odysseyware logo, a stylized blue 'W' inside a white circle, is positioned on a red background. To the right of the logo are several decorative circular graphics in various colors (blue, green, yellow, purple) with concentric circles and dots. At the bottom of this section, the text 'Odysseyware®' is written in white, followed by the website 'Odysseyware.com' and the phone number '877.795.8904'.

CHALLENGES

The St. Tammany Parish Public School System (STPPS) boasts an “A” grade from the state’s department of education, as well as numerous honors and recognitions that reflect its academic success with students. Nevertheless, the STPPS still faces many challenges. **With a large number of high school students expelled for behavior problems each year, it was necessary to find a way to ensure these learners could obtain the credits they needed to graduate** with their peers and go on to college and careers. Customizing the learning pathways for a large number of students in Special Education programs has been a difficult and time-consuming task for teachers.

SOLUTIONS

The A3 Virtual Academy program was created 12 years ago to assist with the credit recovery of secondary students districtwide. Today, Odysseyware digital curriculum, course consistency, **and online access maximize teacher time and give students better learning options.**

CONSISTENCY: According to current Virtual Academy Coordinator, Toni Rich, the Virtual Academy program has undergone growing pains, including teachers tasked with crafting a whole new digital curriculum for the subjects they teach. “Individual teachers were cobbling together their own online resources and the

result was a somewhat inconsistent quality,” says Rich.

Three years ago, the Virtual Academy began implementing Odysseyware, which solved the problem of inconsistency across courses. All students now receive **the same curriculum in English, Social Studies, Science, Math, College and Career readiness and other areas.**

CREDIT RECOVERY: With 24/7 online access to courses, Virtual Academy students have the flexibility to **complete activities at times convenient to them, which can accelerate completion from 18 to nine weeks.** “Students are tech-savvy and engaged,” says Rich. “With this online one-on-one solution, behavior problems and socialization are no longer issues.” Students especially enjoy Odysseyware videos, PowerPoint explanations and the ability to choose the text-to-speech voice that best suits them.

The dramatic impact of the credit recovery program is reflected in its 88 percent passing rate within a district where the overall graduation rate is 80 percent. This has allowed many formerly at-risk students to “walk the stage” with their graduating peers.

HOMEBOUND STUDENTS: Students who are sick or homebound because of physical impairments or other reasons can also **keep up with their classes through the Virtual Academy’s online class offerings.**



“If the district did not provide the A3 Virtual Academy, many students would go without receiving a diploma. Being able to graduate with peers gives them the self-esteem to become productive members of the community.”

Toni Rich
A3 Virtual Academy
Coordinator



“Students are tech-savvy and engaged. With this online one-on-one solution, behavior problems and socialization are no longer issues.”

Toni Rich
A3 Virtual Academy
Coordinator



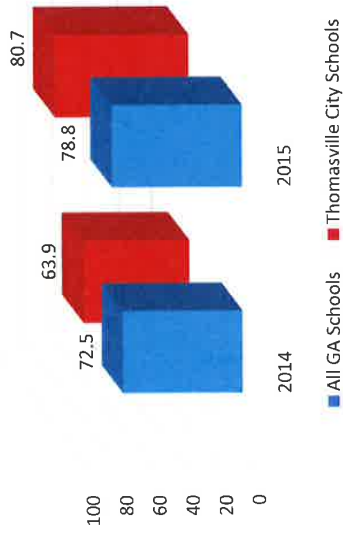
SOLUTIONS

Maximized Learning Time: For students who benefit from learning outside of a conventional classroom setting, Odysseyware offers opportunities to maximize learning time. One gifted student was faced with choosing between completing a required course or an AP course. With Odysseyware, the scheduling conflict became a non-issue, as the student could complete the AP course virtually. The resulting flexibility allows for optimization of each student license.

Minimized Financial Burden: Through the Scholars Academy, activities covered by the district that previously cost additional money are now covered by the district are free to students as part of the program's offerings. Minimized burden for families is part of value brought by Odysseyware.

True Flexibility and Self Pacing: The greatest benefit from Odysseyware is the students' ability to take responsibility for their own learning and be accountable for self-pacing.

**26% Increase in graduation rate.
Now exceeds state average.**



CASE STUDY

Thomasville, GA

Odysseyware programs have enabled increased student flexibility. Many students have noted that the virtual courses are more rigorous than some of their brick-and-mortar courses have been in the past.

DISTRICT:

Thomasville City Schools

LOCATION:

Thomasville, GA

STUDENT POPULATION:

- 3,100 students
- 66.42% economically disadvantaged students
- 61 virtual students
- 96 alternative school students



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CHALLENGES

Three years ago the district faced challenges including maximizing learning time, managing financial limitations, working with students with behavioral/disciplinary challenges, and improving pacing. -whether that pace is accelerated or more segmented than it would be in a conventional classroom.

NEW INITIATIVES

Since Thomasville City Schools implemented Odysseyware three years ago, they have witnessed a real change: parents want more for their children than just going through the motions. Students and their parents can truly customize their education through a variety of programs such as New Beginnings, the Thomasville City Performance Center, ACCEL credit recovery, and the Virtual/Hybrid program.

NEW BEGINNINGS: This non-punitive, drop-back-in program is geared to students who need to be placed into an accelerated level of study to complete their graduation requirements on time. Facilitated by the current Thomasville City Odysseyware administrator, New Beginnings is run in half-day sessions.

THOMASVILLE CITY PERFORMANCE

CENTER: Thomasville City's TCPC provides a placement alternative for about 100 students with discipline issues. Students representing a wide range of grade levels attend TCPC,

often at the same time. Since the cost of teaching each of the classes directly is cost prohibitive, it's critical for the district to have an option where the staff can facilitate the material as needed, so this brick-and-mortar site uses Odysseyware as its curriculum.

ACCEL: Thomasville's credit recovery program is geared to students who have failed a course and need to receive the required credit to move forward in their education or graduate. Students come to the lab for this program and attend the rest of their classes in a brick-and-mortar setting.

VIRTUAL/HYBRID PROGRAM: Dr. Oldham and his colleagues considered their options in looking for a way to market this program to a broader group that would include a virtual lab to accommodate homeschooled students as well as out-of-district students. In this program, students can be fully enrolled, fully virtual, or hybrid, which includes in-school attendance for electives or subjects chosen by the parent, and virtual attendance for the rest.

Grades 3 to 5: Currently available at Scott Elementary. The district is looking to expand it to its other elementary schools in the future.
Grades 6 to 12: Students can participate in the Scholars Academy, now available to full-time, virtual, and hybrid students. Prior to 2016, this accelerated college-prep program was limited to a brick-and-mortar setting.

"We don't just sign them up and say, 'See you at the end of the year.' We monitor them as they go through with our own instructors."

Dr. Daniel Oldham
Assistant Superintendent
Thomasville City Schools

"The flexibility Odysseyware has created for our students is incredible."



"Odysseyware helps districts have their cake and eat it too. You can have your public school that you love, and be a part of that community, but also provide flexibility to do other things that weren't around when we were in school."

Dr. Daniel Oldham
Assistant Superintendent
Thomasville City Schools



PROPOSAL CONTENT

Full details of the bidder's Proposal including: general approach, methods, and explanations of how all RFP specifications will be achieved.

SCOPE OF WORK AND QUALIFICATIONS

At a minimum, the vendor and platform should provide solutions and meet criteria in the following areas:

- *A catalog of core and elective courses for grades TK-12 that are aligned with University of California A-G requirements, including CTE and World Language courses.*

A-G COURSES

Over 120 Odysseyware courses – including Core courses, Electives, and CTE courses – have been approved by the University of California Office of the President for meeting A-G college entrance requirements.

Odysseyware currently offers over 40 core courses and electives in English Language Arts, Mathematics, Science, History/Social Science, World Languages, and Fine Arts. Additionally, Odysseyware offers over 50 CTE courses, in subjects including, but not limited to:

- Health Science
- Hospitality and Tourism
- Human Services
- Information Technology
- STEM
- Architecture and Construction
- Education and Training
- Finance
- Manufacturing
- Marketing

The following lists represent the 98 current Odysseyware 2017-2018 school year A-G approved courses. Also included are course submissions for approval, denoted by an asterisk.

CORE COURSES & ELECTIVES (TOTAL: 44)

ENGLISH LANGUAGE ARTS (8)

- English 9
- English 10
- English 11
- English 12
- English I Fundamentals
- English II Fundamentals
- English III Fundamentals
- English IV Fundamentals

SCIENCE (6)

- Earth Science
- Biology
- Chemistry
- Physics
- Environmental Science
- Integrated Physics and Chemistry

MATHEMATICS (12)

- Algebra I
- Geometry
- Algebra II
- Algebra I Fundamentals
- Geometry Fundamentals*
- Algebra II Fundamentals*
- Integrated Mathematics I: Common Core
- Integrated Mathematics II: Common Core
- Integrated Mathematics III: Common Core
- Pre-calculus – Common Core
- Consumer Math
- Trigonometry

HISTORY – SOCIAL SCIENCE (11)

- World Geography
- World Civilizations
- World History, Culture, and Geography: The Modern World
- United States History, Culture, and Geography: Continuity and Change in the Twentieth Century
- United States History: Foundations to Present
- Principles of American Democracy
- Economics
- Civil War
- Psychology
- Twentieth Century American History
- Vietnam Era

WORLD LANGUAGES (5) (ODYSSEYWARE ACADEMIC SERVICES)

- French I
- French II
- Spanish I
- Spanish II
- Spanish III*

FINE ARTS (2)

- Music Appreciation
- Music History

CAREER AND TECHNICAL EDUCATION COURSES (TOTAL: 54)

AGRICULTURE, FOOD & NATURAL RESOURCES (6)

- Introduction to Agriculture, Food, and Natural Resources
- Agribusiness Systems
- Animal Systems
- Environmental Service Systems*
- Food Products and Processing Systems
- Natural Resource Systems

BUSINESS MANAGEMENT & ADMINISTRATION (8)

- Business Law
- Career Management*
- Office 2010 Applications I Microsoft Word®, PowerPoint®, and Publisher®*
- Office 2010 Applications 2 Microsoft Excel® and Access®*
- Office 2013 Applications I Microsoft Word®, PowerPoint®, and Publisher®*
- Office 2013 Applications 2 Microsoft Excel® and Access®*
- Principles of Business and Finance
- Small Business Entrepreneurship*

HEALTH SCIENCE (7)

- Introduction to Careers in the Health Sciences
- Careers in Allied Health*
- Nursing: Unlimited Possibilities and Unlimited Potential
- Physicians, Pharmacists, Dentists, Veterinarians, and Other Doctors
- Public Health: Discovering the Big Picture in Health Care
- Scientific Discovery and Development*
- Therapeutics: The Art of Restoring and Maintaining Wellness*

HOSPITALITY AND TOURISM (7)

- Food and Beverage Management*
- Food Safety and Sanitation*
- Lodging Operations Management*
- Marketing and Sales for Tourism and Hospitality*
- Planning Meetings and Special Events*
- Sustainable Service Management for Hospitality and Tourism*
- Transportation and Tours for the Traveler*

HUMAN SERVICES (2)

- Counseling and Mental Health Services*
- Early Childhood Development and Services*

INFORMATION TECHNOLOGY (6)

- Fundamentals of Computer Systems*
- Fundamentals of Digital Media*
- Fundamentals of Programming and Software Development*
- Network System Design*
- New Applications: Web Development in the 21st Century*
- Software Development Tools*

LAW, PUBLIC SAFETY, CORRECTIONS, AND SECURITY (3)

- Corrections: Policies and Procedures
- Fire and Emergency Services*
- Legal Services

SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS (STEM) (6)

- Engineering and Design
- Engineering and Innovation
- Principles of Technology and Engineering
- Science and Mathematics in the Real World*
- Scientific Research*
- STEM and Problem Solving*

ARCHITECTURE AND CONSTRUCTION (1)

- Construction Careers*

ARTS, A/V TECHNOLOGY & COMMUNICATIONS (1)

- A/V Technology and Film Careers*

EDUCATION AND TRAINING (1)

- Teaching and Training Careers*

FINANCE (1)

- Banking Services Careers*

GOVERNMENT AND PUBLIC ADMINISTRATION (1)

- National Security Careers*

MANUFACTURING (2)

- Introduction to Careers in Manufacturing*
- Careers in Manufacturing Processes

MARKETING (1)

- Careers in Marketing Research

TRANSPORTATION, DISTRIBUTION & LOGISTICS (1)

- Careers in Logistics Planning and Management Services*

CTE

Odysseyware's 80+ CTE courses allow students to explore interests outside of the Common Core curriculum and to become better prepared for postsecondary success. Courses can be delivered fully online or as part of a Blended Learning model to supplement MPS' existing CTE programs. Providing online CTE courses also enables students who are not part of a traditional CTE program to explore career options. Odysseyware offers CTE courses in all 16 career clusters, listed below:

- Middle School Career Exploration
- Agriculture, Food & Natural Resources
- Architecture & Construction
- Arts, A/V Technology & Communications
- Business Management & Administration
- Education & Training
- Finance
- Government & Public Administration
- Health Science
- Human Services
- Hospitality & Tourism
- Information Technology
- Law, Public Safety, Corrections & Security
- Manufacturing
- Marketing
- Science, Technology, Engineering & Mathematics
- Transportation, Distribution & Logistics



Beginning in middle school, students have access to a variety of career exploration courses to help determine a beneficial career pathway. As students have an idea of their interests and abilities, middle school is an opportune time to introduce career development skills and to begin drafting post-graduation plans. Career clusters include a progression of related courses,

supporting students in their preparation for career pathway-specific certifications. This process is illustrated in the image below.



Each Odysseyware CTE course includes project-based assessments culminating in a capstone project, extending student knowledge and understanding as students apply what they learn in real-world situations. Embedded customization features allow for the creation of cross-curricular lessons, projects, and courses, enabling teachers to add CTE lessons to Core and Elective Odysseyware courses, and vice versa.

WORLD LANGUAGES

Odysseyware offers three levels of Spanish and French. Additional courses in German, Latin, and Mandarin are to be deployed in Spring 2018. These are available through our Academic Services offer, in which an Odysseyware teacher, certified in California, will help administer these courses.

Through Odysseyware Academy, we offer the following world languages:

ELEMENTARY

- Spanish I
- Spanish II
- French I
- German I
- Chinese I

MIDDLE SCHOOL

- Spanish I
- Spanish II
- French I
- French II
- German I
- German II
- Chinese I
- Chinese II

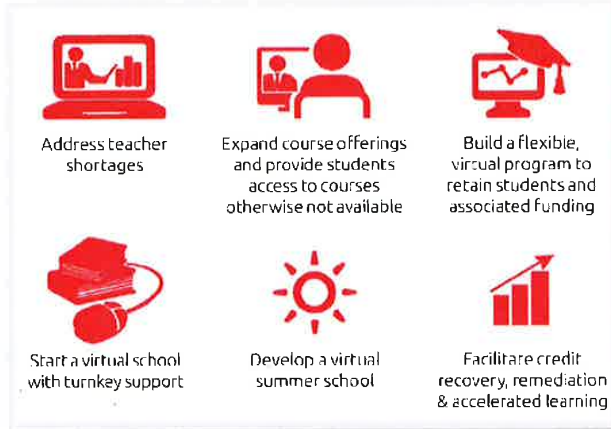
HIGH SCHOOL

- Spanish I
- Spanish II
- Spanish III
- Spanish AP
- French I
- French II
- French III
- French AP
- German I
- German II
- Chinese I
- Chinese II
- Latin I
- Latin II

- *A team of certified teachers with proper endorsements.*

ACADEMIC SERVICES

Odysseyware Academic Services provides award-winning Core, Elective, CTE curriculum, and instructional tools with state-certified teachers for grades 3-12. We also provide instructional and support services to schools and districts looking to expand their course offerings, address teacher shortages, and retain students in need of a virtual learning option. The image to the right outlines the features Odysseyware Academic Services offers



Odysseyware Academic Services includes the support of teachers certified in your state, helping to address these common challenges below:

Your Needs	Program Highlights
<p>ADDRESSING TEACHER SHORTAGES:</p> <ul style="list-style-type: none"> • For specialized subjects due to lack of candidates and/or budget constraints. • To expand course offerings in CTE, electives, world languages, test prep and/or AP® courses. • To provide students with long-term subs during teacher FMLA or other extended leave of absence 	<ul style="list-style-type: none"> • 100+ state certified teachers • 160+ Core semester courses, Grades 3-12 • 80+ CTE courses • Electives including: <ul style="list-style-type: none"> ○ Fine Arts ○ World Languages ○ Health and Physical Education ○ AP Courses ○ Test Prep ○ K-8 Remediation courses • All within a single platform
<p>RETAIN STUDENTS – and associated FTE funding – who are looking at schools outside of the Organization, and recruit those who have left MPS.</p>	<p>Students complete courses at any pace, anytime, anywhere – on their own schedule. As Odysseyware offers rolling enrollments, students may enroll any time of year.</p>
<p>VIRTUAL PROGRAMS for homebound students, alternative learners, and students looking for accelerated options.</p>	<p>Students can work at school, home, the library – anywhere they access the internet – and monitor their own progress with</p>

	computer-based feedback and support from virtual teachers.
CREDIT RECOVERY AND/OR REMEDIATION for at-risk and struggling students.	Students are automatically assigned individualized learning paths based on diagnostic assessment results. With our SPARK K-8 remediation courses, students work on mastering foundational skills.
VIRTUAL SUMMER SCHOOL to alleviate logistical/staffing challenges associated with brick-and-mortar programs.	Our staff processes enrollments, communicates student progress to parent(s) and the school, and provides technical and academic support.
ACCREDITED and NCAA [®] -approved courses	Odysseyware Academy has received top accreditation from AdvancED [®] and NCAA.
TEACHER ACCESSIBILITY AND EASE OF USE for both students and educators.	Best-in-class Partnership Support Services including asynchronous and synchronous support through our message system, help notes, Academic Hotline, and Virtual Office Hours, as well as real-time SIS reporting

Please Note: Course offerings vary state-to-state and are subject to change based on our teachers' certifications.

Odysseyware Academic Services encompasses:

BASIC ENROLLMENT

- State-Certified Teachers
- Odysseyware Curriculum & System
- Grading & Feedback
- Weekly Live Office Hours
- Academic Hotline
- Technical Support Hotline
- Weekly Student Support & Communication

ACADEMIC ADVISEMENT

- Course Registration
- Student Orientation Support
- Weekly Student Progress Monitoring
- Proactive Communication with School/District
- End-Of-Course Management

CUSTOM COURSE CREATION

- Course & Content Renaming
- Content Removal, Resequencing & Additions

PARTNERSHIP SUPPORT SERVICES

- Implementation and Planning
- Formative Program Review/Planning
- Phone/Email Support
- Registration/Enrollment Support
- Progress Emails on Overall Program

PARTNERSHIP TRAINING

- Webinar training session preparing District staff to answer basic questions about the Odysseyware program
- Review student progress in Genius
- Communication with the Odysseyware Academy partnership manager
- Identify & promote best practices for online students

EXTENDED SERVICES

- Services for students who need academic modifications & additional support

VIRTUAL SCHOOL PLANNING & CONSULTING

- Two-day workshop analyzing the need for a virtual school
- Review current districts' practices impacting virtual school development
- Develop an action plan & timeline to implement a virtual school

Districts utilizing Odysseyware Academic Services have access to our academic and technical support. This access includes a real-time student information system, providing full visibility to student progress, attendance, and teacher communications.



- A catalog of mastery-based credit recovery courses

MASTERY-BASED LEARNING

Odysseyware's online digital curriculum provides the key elements schools and districts require to support a mastery-based learning program. Educators meet the needs of all students with personalized learning paths – allowing them to guide instruction – while students can steer the pace and elements of their learning. Students progress forward upon success demonstration, allowing students more time to master challenging concepts and skills. As such, students set goals for themselves, reviewing progress and therefore raising engagement and achievement levels.

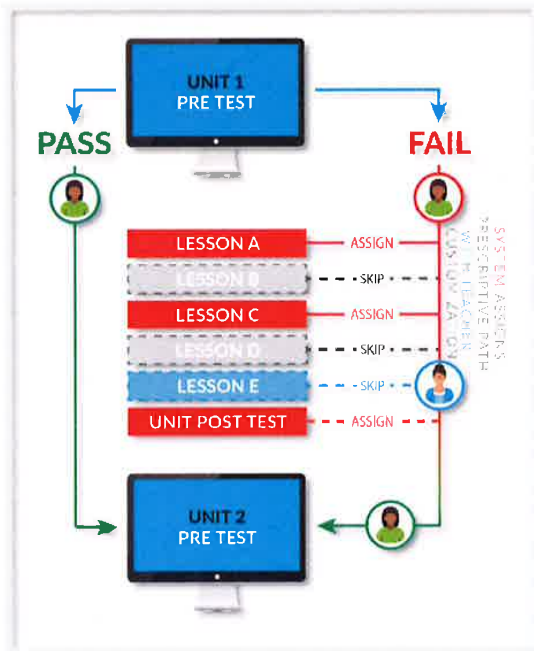
Odysseyware provides key elements for personalized learning, including:

- Teacher-Facilitated Instruction
- Built-in Assessments and Reporting
- Flexible and Customizable Curriculum

Additionally, the Administrator Portal – described in detail later in this proposal – enables educators to help accelerate student learning. The Administrator Portal dashboard allows teachers to view student progress, which is presented visually. As such, educators can address individual needs more efficiently and effectively. A unique drill-down feature shows data by campus, class, student, and assignment. The dashboard also provides at-a-glance information on individual student performance, time on task, and pacing.

Odysseyware provides a single platform for effortless navigation and ease-of-use; therefore, educators are not required to install, combine, or learn several programs, interfaces, or logins. Teachers and administrators can also customize courses to alter the sequence, insert lessons or projects from other Odysseyware courses, or create and incorporate teacher-authored content.

Our Prescriptive (CRx) mode determines the content a student has already mastered and the skills requiring development, automatically customizing the content of a course; the student is exposed only to the lessons and activities pertaining to the content the student requires to complete the course. This is not only much more engaging

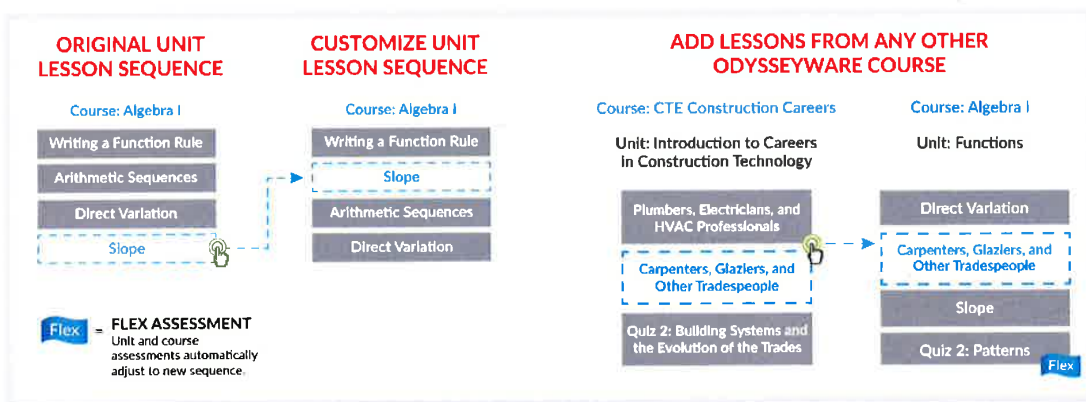


for students, but also builds efficiencies into Intervention and Credit Recovery programs, speeding up a student's ability to finish a course and get back on track towards graduation.

Throughout the program, teachers have access to a variety of reporting dashboards allowing them to track progress and monitor student achievement. If a student is struggling or accelerating, teachers using Odysseyware have many ways to adjust their students' learning to accommodate for their change – such as stopping the program to offer additional help or adjusting assignments to challenge students.

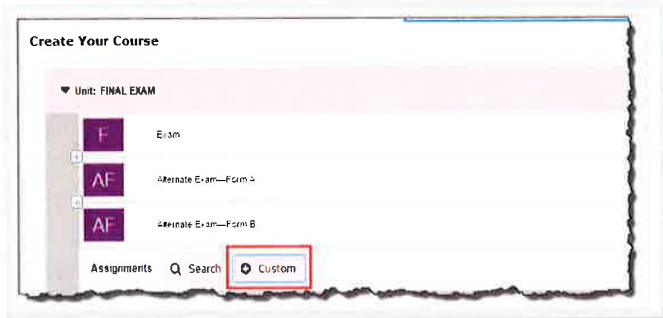
COURSE CUSTOMIZATION

Although each Odysseyware course is complete and can be delivered as is, these courses can also be customized. From the Administrator Portal, educators may access any course in the library and modify it. Instructors may assign groups of lessons within a unit to their students or pace the lessons as they wish, customizing the pace of the course or augmenting their own syllabus with new content. As demonstrated below, they can reorder lessons to match their class pace, remove content they may find irrelevant, and include content from any other course.



This last feature is particularly appealing to creative teachers. It can help answer the age-old question, "Why do I have to learn this?" Teachers can customize courses by drawing lessons from any Odysseyware course; they can even include a lesson from a CTE course in a Core academic course. If a teacher, for example, has a group of students in his Geometry class who is interested in construction, he may insert a lesson on roofing just after introducing the concept of calculating slope. This customization feature offers teachers and their students an incredible range of learning possibilities that build relevance and help students engage.

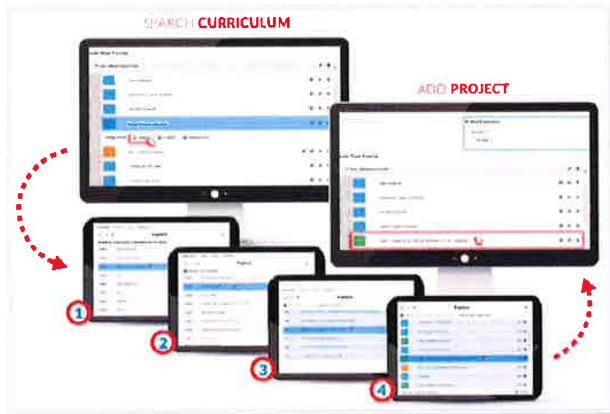
The platform allows teachers to customize pacing, adjust syllabi, leverage prescriptive learning plans, and manage cross-curricular course content. Odysseyware also gives teachers the ability to build their own content. The Teacher Authoring Tool empowers teachers to create anything from a single lesson, project, quiz, or test – to an entire course. The tool can also be used to easily customize, enhance, or alter existing Odysseyware lessons.



Featuring an intuitive interface and drag-and-drop functionality, the Teacher Authoring Tool allows educators to embed a rich variety of content into their lesson plans, such as: Web 2.0 tools, videos, animations, and text and learning games and activities. Odysseyware’s drag-and-drop course customization feature allows instructors to order units and lessons to reflect the required or preferred course scope and sequence. This feature also assists instructors in aligning their courses with established standards and to address individual learner needs.

The customization features allow teachers to:

- Insert units, lessons, projects, or quizzes from other Odysseyware courses
- Add teacher-created custom lessons and projects
- Delete or skip lessons
- Set individual course levels for every student
- Adjust the instructional sequence of Odysseyware courses
- Create cross curricula courses and resources



Once created, these assignments can become part of a course authored completely by the educator or integrated into a created course using existing Odysseyware content. These lessons can also be shared, so if a collection of Magnolia’s greatest educators were to draft their most successful lessons, these will be available to all teachers using the program.

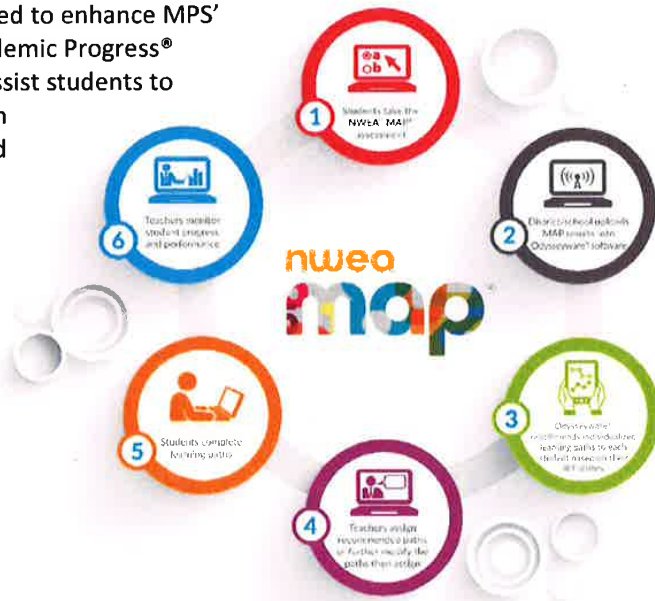
Additional information regarding Odysseyware’s Teacher Authoring Tool is available on our website at the following link: <https://www.odysseyware.com/teacher-authoring-tool>.

As teachers or curriculum teams create custom courses by adjusting scope and sequence and adding newly authored lessons, the Odysseyware platform automatically creates and updates corresponding assessments with our Flex Assessment technology. Tests and quizzes are created based on the lesson sequence and custom course content so only appropriate test content is delivered to students. This is yet another method in which Odysseyware ensures the content delivered to students remains fresh, relevant to students' interest, and highly engaging.

NWEA PARTNERSHIP

NWEA™ and Odysseyware have partnered to enhance MPS' capacity to act on rich Measures of Academic Progress® (MAP) Growth™ assessment data and assist students to grow further, faster. NWEA MAP Growth assessment results can now be imported directly into Odysseyware to generate individualized learning paths, using curriculum lessons that support each student's area of instructional need – whether for remediation or enrichment.

Odysseyware's prescriptive learning paths address major goals and topics in math, language, and reading. Additionally, the content sequence reflects developmental levels along the MAP Rasch Unit (RIT) scale – a performance metric comparing each student's achievement to national grade level norms, including state standards and Common Core. Odysseyware's visual displays show student performance relative to national grade-level norms and our customization tools enable teachers to enroll full paths or focus on specific goals or topics.



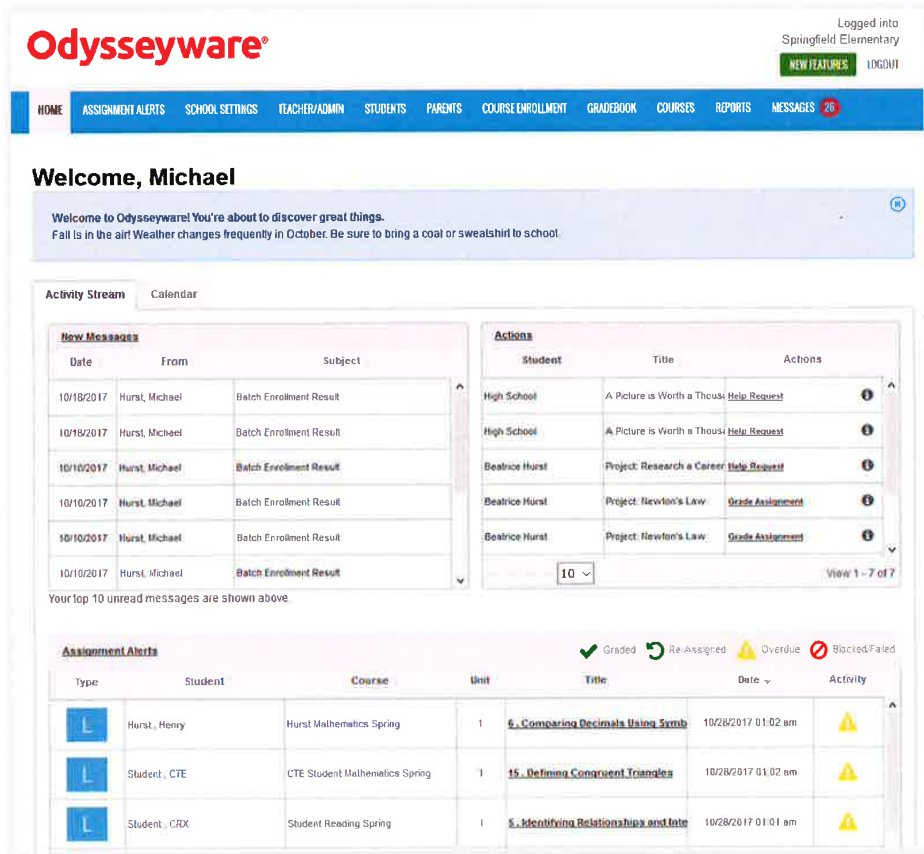
- *A secure, electronic learning management system that permits real-time visibility to each student's progress and login information.*

Odysseyware provides teachers, students, and parents with role-specific interfaces. These interfaces permit real-time visibility, monitoring student's progress, time logged in, and course progress. Additional information regarding Odysseyware's three interfaces are provided below.

ADMINISTRATOR PORTAL

Administrators access the website through the same login page as students, providing users with real-time, immediate, relevant, and timely information – such as student progress,

messages from students, actions required, and alerts about student assignments. The image below is an example of the Administrator Portal Home Page.



Upon logging in, teachers view a list of actions which functions as a quick “to do” list from which they can grade assignments, make new assignments, or address help requests. Assignment Alerts provide an up-to-the-minute view of every student’s recent progress requiring immediate teacher attention. For example, if a student has missed a deadline for his assignment, an alert on the “to do” list may prompt a teacher to contact the student about the missed deadline and reassign the lesson.

The navigation bar across the top of the home page gives teachers an opportunity to dive into a variety of features and capabilities, such as:

- Adding New Students
- Adjusting Course Content
- Managing Username/Passwords
- Generating Reports

For example, selecting the “Student” tab allows the teacher to review an individual’s performance and to adjust their assignments or re-assign an assessment for a re-take.

Teachers gain access to the reporting dashboard via the Administrator Portal. Teachers use the reporting dashboard to view student progress, generate class reports, and even create grades. The granularity of insight provides great diagnostic potential for teachers. For example, instructors can view the amount of time a student spends on a lesson or project; this is a valuable tool in determining why a student might be failing. If a student were spending only a few minutes on a lesson, he is likely disengaged. This might explain low performance or raise a flag to an instructor that something may be wrong.

In this instance, an instructor may perform the following actions:

- Freeze the course
- Block an upcoming assessment
- Contact the student directly

This granular level of insight, coupled with a variety of Administrator tools, makes it possible for virtual teachers to identify student need early and intervene in very helpful ways.

The two overarching concepts of the Administrator Portal are relevance and ease of use. Time sensitive, critical information is displayed first, and role-based user profiles make it possible for administrators to access only information pertaining to their work. Additionally, the system is lean in design and allows administrators to access their portal from essentially any computer with an internet connection and a compatible browser. Odysseyware uses HTML5, so there is no need for users – teachers or students – to download plug-ins such as Flash.

It’s important to note that once a teacher logs into this site, their experience is the same regardless of what courses they may be administering or what grades they may be teaching. Instructors do not need to log out and back in to manage a different set of students or courses. The interface is consistent – teachers always know what to expect. Information is prioritized with instructors’ needs in mind, who will not need to be trained on the use of different systems.

This uninhibited access to different courses and consistent platform experience yields amazing opportunities for creative teachers interested in building cross-curricular courses that are more relevant – and therefore more engaging – to their students.

Additional information regarding Odysseyware’s reporting features are provided later in this proposal.

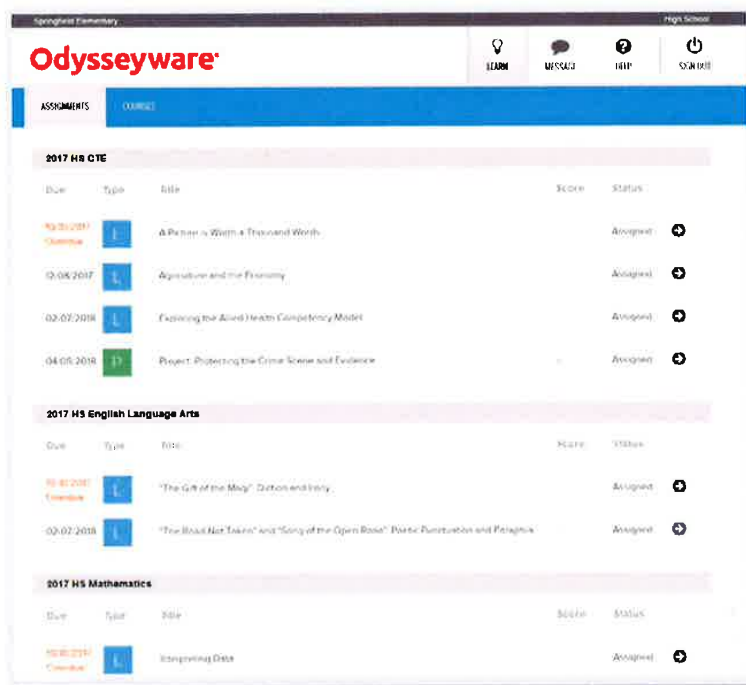
STUDENT PORTAL

Students access Odysseyware courses by using their unique user name and password online. Once logged in, students are immediately taken to their individual page, where they gain access to assignments, correspond with teachers, and view their progress reports.

The first time a student visits the site, they will view a short video introducing the site and providing helpful hints, as evidenced in the image on the right.



Students will also learn how to get help if needed – throughout the site a question tab is available, providing students with a toll-free number to call if experiencing technical issues. Additionally, students may contact their teachers for content-related questions at any time through this page. Once the students watch the short video, they are prepared to begin their courses, understanding the proper steps to be taken if they ever encounter an issue.



The screenshot shows the Odysseyware student portal interface. At the top, there are navigation icons for LEARN, MESSAGE, HELP, and SIGN OUT. Below the navigation bar, there are tabs for ASSIGNMENTS and COURSES. The main content area displays a list of assignments for three different courses: 2017 HS CTE, 2017 HS English Language Arts, and 2017 HS Mathematics. Each assignment entry includes a due date, type, title, score, and status.

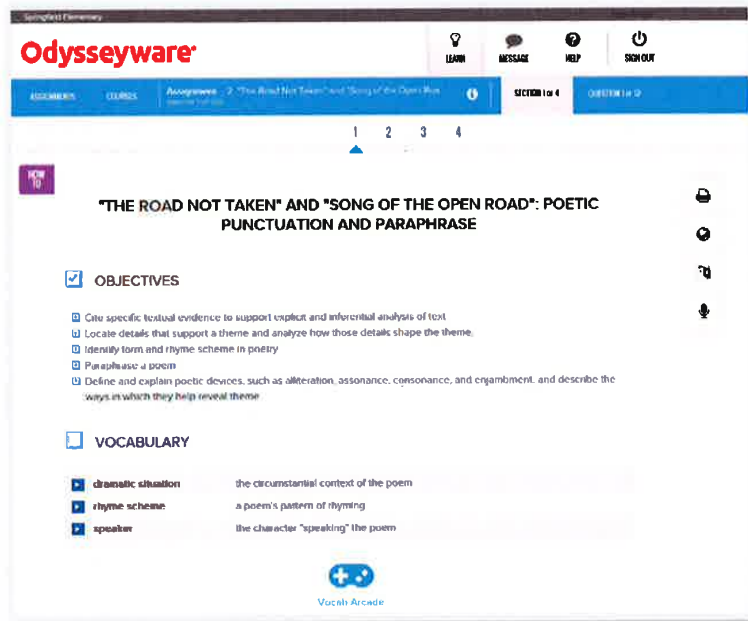
Due	Type	Title	Score	Status
04/01/2017	Quiz	A Picture is Worth a Thousand Words		Assigned
02/05/2017	Quiz	Agriculture and the Economy		Assigned
02/02/2018	Quiz	Exploring the 21st Century Competency Model		Assigned
04/05/2018	Project	Project: Protecting the Great Smokey and Enoles		Assigned

Due	Type	Title	Score	Status
05/01/2017	Quiz	"The Gift of the Magi": Custom and Irony		Assigned
02/02/2018	Quiz	"The Road Not Taken" and "Song of the Open Road": Poetic Diction and Imagery		Assigned

Due	Type	Title	Score	Status
05/01/2018	Quiz	Improving Data		Assigned

Each course contains a list of lessons, projects, quizzes and tests a student may simply click to launch, an example of which is provided above. Upon opening a lesson, the student immediately views the lesson title, overview, and objectives. This assists the student in understanding the purpose and outcome of their work as they proceed through the lesson.

Following the lesson overview, important academic vocabulary is highlighted to introduce students to new terms they will need to understand the lesson. The presentation of this vocabulary follows Marzano's models, providing exposure to the words and an opportunity to interact with the words in an arcade game feature, introducing the new term in a fun way. An example of this page is provided below.



Lessons are composed of an even mix of text and media. This is intentional. Odysseyware has found that text-heavy lessons tend to be difficult to maintain student engagement and lessons with long, lecture-like videos also lose student attention. By providing appropriate text length, students can develop the reading stamina needed to succeed on standardized tests as well as in the workplace.

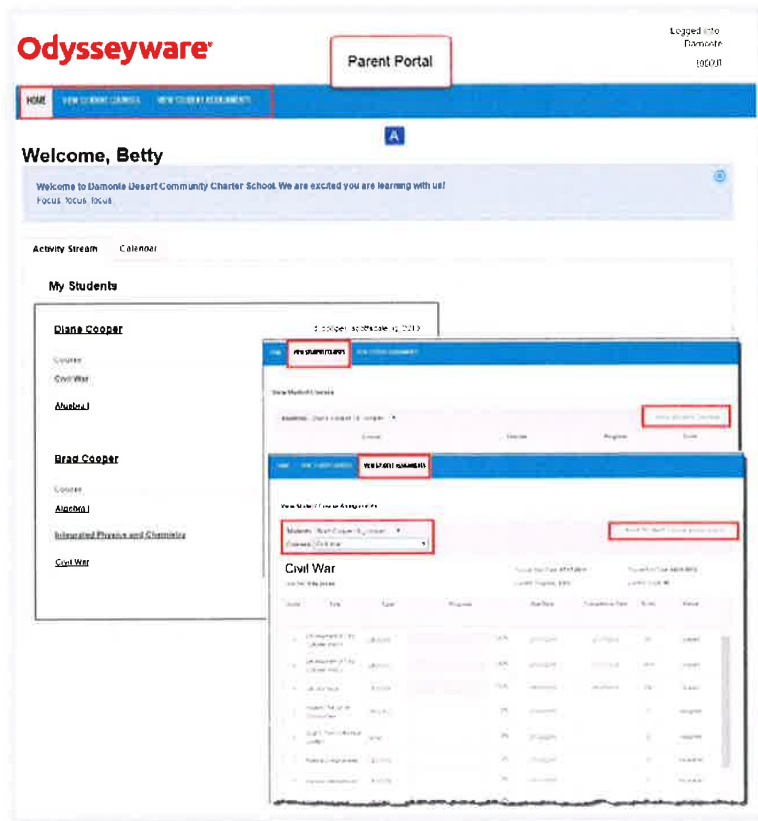
Odysseyware lessons use a social-media approach to video incorporation, keeping the video content short and relevant. Students have full control over the video, pausing or navigating to a specific portion of the video for note taking or review. Odysseyware courses also incorporate interactive elements, such as puzzles and games, to further engage students. The mélange of learning elements contained within each lesson establishes a great pace to keep students actively learning.

PARENT PORTAL

Odysseyware also provides teachers the ability to share information about student progress and assignments with parents. Parents and guardians have access to a Parent Portal, allowing them to review students' progress in courses and assignments, view the school calendar, and

run student progress reports. This is great way to maintain parent engagement in their child's learning and establish a positive connection between parents and teachers.

The information provided on the Parent Portal provides detailed accounts of completed work, missing work, and assigned work. Features including group messaging and a calendar also make it possible for teachers to notify parents of important upcoming events, such as conferences or tests.



Multiple students can be linked to a parent's portal page. In the illustration above, Betty can view the progress of both of her students' activity from a single landing page. This makes it incredibly easy for parents to check in and stay active in their family's learning.

- *Adaptable courses to meet IEP and 504 needs.*

ADAPTABLE COURSES FOR INDIVIDUAL STUDENTS

The Odysseyware platform delivers a variety of accommodation supports for students with disabilities, adapting courses to meet both Individual Education Plan (IEP) and 504 needs. For

example, visually impaired students may listen to read-alouds of content available in six different voices and six fluency rates. Videos are transcribed, and graphics have been alt-tagged for read descriptions as well. All videos are transcribed for students with hearing impairments.

Teachers may make student-level modifications to adhere to a student's IEP or for students requiring additional time to complete a course who may benefit from different types of evaluation. For example, if a student requires additional time on a particular course, the instructor may adjust the due dates, as well as the number of attempts the student is allowed in completing a lesson or assessment. Instructors may also take an IEP into account when setting grade weights on assessments. Odysseyware offers targeted Professional Development to help teachers optimize their use of our program in additional instruction settings, such as Special Education or Intervention.

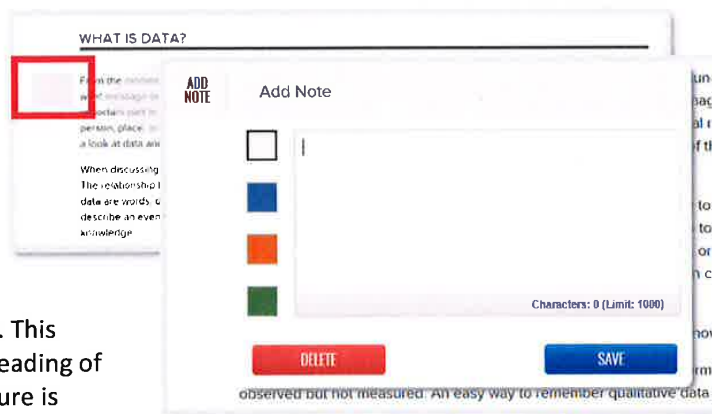
Using Odysseyware, instructors can also modify the content of a course to deliver unique lessons or activities most appropriate for students with special needs. This grants teachers greater control over what their special education student may see, the pace at which they are working, and how they are being evaluated. These modifications are completed at the individual student level, not a class level, so students receive a customized course appropriate for their specific need or IEP.

Although the Odysseyware platform includes many native applications – described below – assisting students with special needs, the program is web-based and therefore any third-party device, such as refreshable Braille readers or text enlargement devices – i.e. Dragon Speak – may be used with Odysseyware content if the devices are compatible with the computer and browser used when accessing the Odysseyware platform.

Some of the features especially helpful for students with disabilities include:

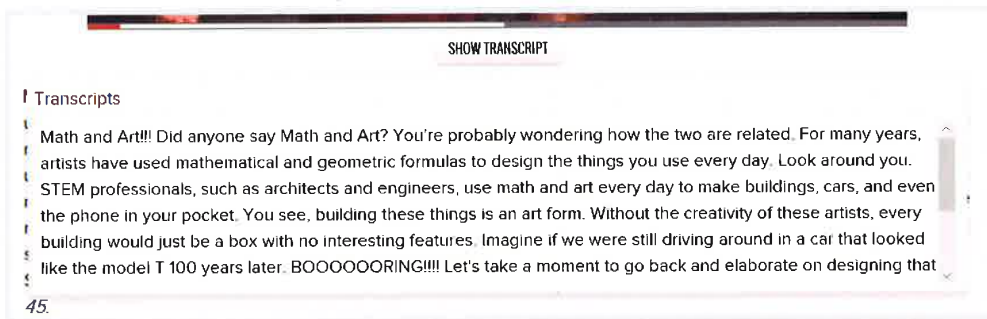
GHOST TABS

Along the margins of the text, students can hover over “ghost tabs,” which call forth a note pad where students may insert their observations or notes to themselves. These notes may be printed out for later use, color coded, and maintained for as long as the student is enrolled in the course. This feature enables students close-reading of the text. An example of this feature is provided below.



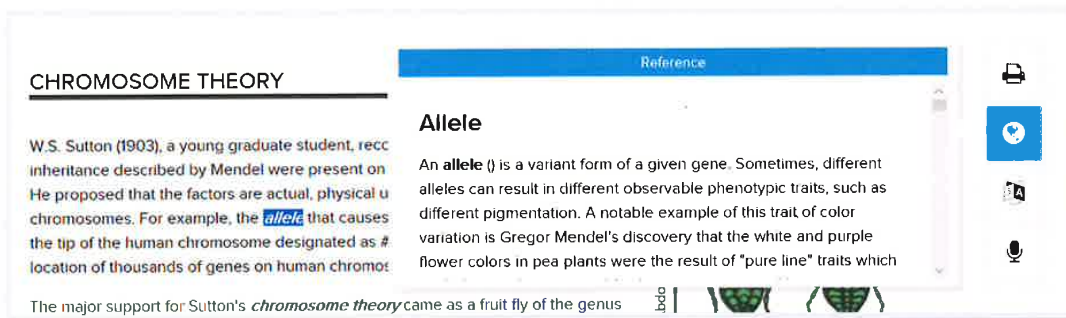
TRANSCRIPTS

With each video, a written transcript is available. Students may simply click the “transcript” option to view written text of what is said in the video. This is especially useful for students with hearing impairments. This can also help students taking notes. An example of Odysseyware’s transcript feature is provided below.



LOOKUP

A small bar on the right side of the page gives students the ability to look up words or terms that may be new to them. If a student encounters a term they do not understand, they simply highlight the term and click the globe icon. This accesses the internet, retrieving relevant definitions to help the student understand the term immediately. There is no need for students to leave the program to search independently for unfamiliar terms – it’s embedded directly in the program. Please see below for an example of this feature.









READ ALOUD

For young or emerging readers, unfamiliar or difficult to understand text may be read aloud. The student need only to highlight the text and click the speaker icon to launch a read-aloud feature. The student will also have the option to choose from several different voices when using this feature. Any text on the screen may be highlighted and read aloud for the student.

BIOMES OF THE WORLD

Biome is the term used to refer to similar ecosystems throughout the world. These ecosystems are defined by their climate type as well as their plant and animal life. Most plants and animals live mainly in one biome due to the suitability of its climate and the availability of food and water. Think about a shark. Where does it live? Could it live anywhere else?

The major biomes of the world are:

 Desert	 Forest	 Freshwater
		

Navigation icons: Print, Refresh, Home, Microphone (highlighted in red), Full Screen, Pause, Close.

TRANSLATION

This feature is exceptionally important for English Language Learners. If a student is struggling with English, Odysseyware provides the opportunity to translate any text on the page into 23 different languages. As with the features mentioned above, the student simply highlights the text and clicks the translation icon. A pop-up screen appears with the text translated into that student's selected language. An example of the pop-up screen is provided below.

"THE ROAD NOT TAKEN" AND "SONG OF THE OPEN RO

مستشهد بملئه نصية محددة اسم العنقون المبروح والاشداني المس

OBJECTIVES

- Site specific textual evic
- Locate details that supp
- Identify form and rhyme
- Paraphrase a poem.
- Define and explain poeti ways in which they help

enjabment, and describe the

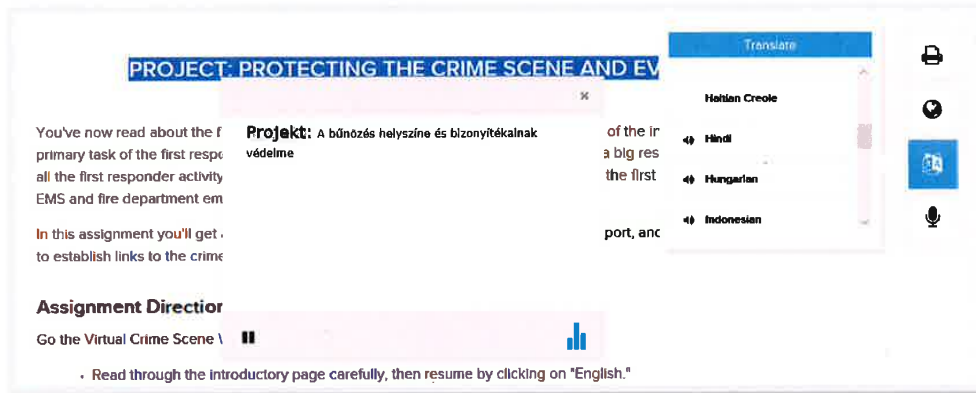
Translate

- Arabic
- Burmese
- Chinese Simplified
- Chinese Traditional

Navigation icons: Print, Refresh, Home, Translation (highlighted in blue), Microphone.

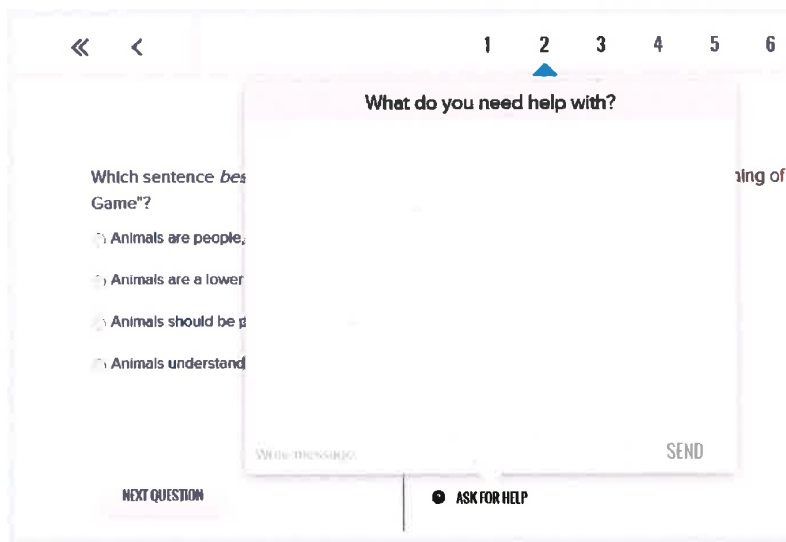
AUDIO TRANSLATION

If a student is an emerging reader, an English Language Learner, or if they are not fully literate in their native language – the student may click the play button within the translation box; an interpreter will read the translated text aloud for the student. This is extraordinarily helpful for teachers who are not native speakers and have struggling students with different language challenges. An example Odysseyware's audio translation feature is provided below.



MESSAGE

Students may at any point write a note to their teacher using the message tab. When the student clicks the message icon, a text box opens into which the student may add a question or comment that is sent to their instructor. The message is linked to the specific question or lesson the student was viewing at that time. For example, if the student submits a question as vague as "I don't understand," the corresponding lesson content appears when the teacher opens the message. As such, there is no need for teachers to follow up or spend time tracking the student work to decipher the question because the information is already provided. Please see the image below for an example of the message feature.



WRITING TOOL

Odysseyware incorporates writing across the curriculum. Our writing tool offers students extensive support, providing word count figures, spelling and grammar check tools, as well as targeted and live feedback advising students on methods to strengthen their writing.

The system also provides an overall writing score accounting for:

- Grade Level Writing Abilities
- Readability – i.e. sentence form and complexity
- Overall Topic Agreement – i.e. lesson vocabulary word utilization

Although the teacher has the final decision on a students' writing grade, the system provides great feedback and support to strengthen writing skills. The image on the right is an example of the type of direction student may receive when utilizing the Writer Tool.

The image shows a screenshot of the Odysseyware writing tool interface. On the left, a white box contains text explaining the difference between active and passive voice. It states that active voice makes it clear who is doing what, while passive voice is used when the sentence object is more important. Examples are provided: 'Before: Our results will be discussed' and 'After: We will discuss our results.' On the right, a blue sidebar displays the 'OVERBALL SCORE' and a 'Grade Level' dropdown menu. Below this, there are progress bars for 'Readability', 'Topic Agreement', and 'Writing'. The background shows a student's writing with some text highlighted in red.

The features listed above are available throughout the platform for every course.

Adapting the student learning experience may be one of Odysseyware's greatest strengths. The program offers teachers a variety of ways to customize courses to engage students on a personal level. For example, a teacher who recognizes that one of her students is interested in architecture, could add lessons and activities related to this subject in her course on Geometry – adapting the course either for the specific student or entire class. This type of course customization is boundless with Odysseyware, engaging students by demonstrating real world concepts and adapting the curriculum to meet student needs.

Teachers may add, remove, reorder, or modify lessons within a course to meet their own pacing or adjust content that may have already been covered or deserves additional emphasis. Using the program's pacing guide, teachers can individualize each student's learning calendar by setting start and end dates for each enrollment and assign deadlines for completing each lesson and assessment. Students, parents, teachers, and administrators are then able to monitor progress to see if the student is on track, behind, or ahead of schedule. Teachers can also manage time on task, pace assignments, manage assessment attempts, and adjust the length of the course. A mastery mode – described above – may also be used to automatically adjust the amount and type of content a student will see based upon the student's test scores.

- Data to draw reports from such as course completion percentages, grades, student activity time, etc.

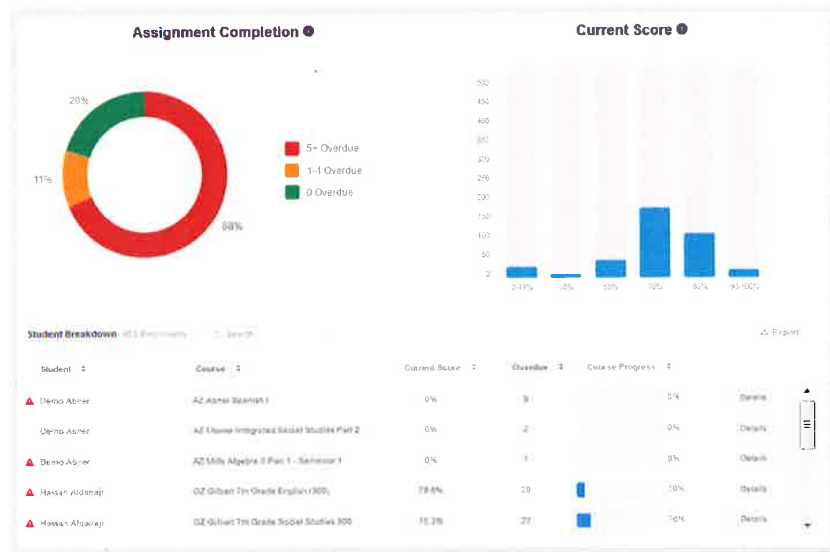
REPORTING

Odysseyware dashboards allow real-time data to inform instruction. They provide teachers the tools needed to evaluate student performance, determine the level of student mastery, intervene if necessary, and make changes to strategy.

The easy-to-use interactive dashboard provides:

- Visual reports of student progress for individuals
- Comprehensive view of all students assigned to the teacher
- Comprehensive view of all students assigned to the campus for administrator view
- Teachers are able to quickly identify at-risk students
- User-friendly export function for both teachers and administrators to share with students and parents
- One-click access to the Odysseyware gradebook

An example of Odysseyware's report dashboard is provided below.



The actionable data included in the Odysseyware dashboard represents essential progress measurements for students. This includes several score figures, including current score by activity type, average score, and relative score. Teachers can also view the time students are logged in and the amount time spent on a specific task. Course progress graphs are also

available, showing percentage completion and the current average score. The image provided below reflects Odysseyware's progress measurement dashboard.



The reporting dashboard appears whenever teachers and administrators click the Reports Tab present in the Administrative Portal, which was described in detail above. The dashboard is one of many reporting options already available for teacher and administrator use.

Within the Odysseyware Learning Management System, teachers and administrators can monitor student progress and generate data reports such as pre- and post-test scores, student activity summary, student unit grades, detailed student grading, track grade overrides, and more.

Administrators can generate reports, grouping data by individual student, groups of students, class, campus – which could include a school or group of schools – teacher, course, and more. This sorting is available for most of the activity reports listed in the left-hand column of the screenshot below:

The screenshot displays the Odysseyware reporting interface. On the left is a navigation menu with options like 'Home', 'Course Completion Breakdown', 'Course Percentage Complete', 'Course Progress Monitor', 'Detailed Student Grading', 'Faculty Progress', 'Group Overview', 'Group Progress', 'Login/Logout Times', 'Pre/Post Test Scores', 'Student Activity Daily Breakdown', 'Student Activity Summary', 'Student Lesson Plan', 'Student Progress', and 'Student Unit Grades'. The main area contains three filter sections: 'Select Time-frame' with a table of terms and dates, 'Select Campus' with a search field, and 'Select Enrollments' with a 'Show/Refresh' button and a table header.

Select	Term	Start Date	End Date
<input type="checkbox"/>			
<input type="checkbox"/>	2018 School Year	10/09/2017	06/08/2018
<input type="checkbox"/>	2018 Winter	12/26/2017	01/05/2018
<input type="checkbox"/>	2018 Spring	01/08/2018	06/08/2018
Record Count: 3			

Select	Campus ID
<input type="checkbox"/>	
<input type="checkbox"/>	None provided
Record Count: 1	

Select	Course	Edison	Student	Teacher	Status	Reason
Show/Refresh						

All reports may be exported in different formats – including Excel and PDF – allowing teachers to share them with administrators, teachers, parents, and students.

The following reports are available in Odysseyware:

- COURSE COMPLETION BREAKDOWN** | Shows administrators course progress for all students in each course by decile percentage
- COURSE PERCENTAGE COMPLETE** | View the percentage of course completion along with the current scores for completed assignments
- COURSE PROGRESS MONITOR** | Shows administrators the number of students who are behind, on target, or who have not yet started a course
- DETAILED STUDENT GRADING** | Monitor student grades at the assignment, unit, and course levels along with time on tasks
- FACULTY PROGRESS** | Displays teachers' daily to-dos for their students

GROUP OVERVIEW	View the course grade and percentage complete by course for all the members of a selected group
GROUP PROGRESS	View the average course grade and percentage for your group by enrollment
LOGIN/LOGOUT TIMES	See how much time students spend logged into their student accounts
PRE/POST TEST SCORES	Monitor growth through a pre-test/post-test score comparison for courses using Course Prescriptive (CRx) Mode
STUDENT ACTIVITY DAILY BREAKDOWN	A detailed log of students' daily activity in their courses
STUDENT ACTIVITY SUMMARY	Calculates student time-on-task for each enrolled course over a specified time frame
STUDENT LESSON PLAN	Observe all student assignments for courses along with their due dates
STUDENT PROGRESS	A comprehensive look at your students' scores, progress, and time on task
STUDENT UNIT GRADES	Monitor student scores unit-by-unit along with their cumulative scores for completed units
TRACK GRADE OVERRIDES	Shows changes to student assignment grades and what teacher made them

- *Have (3) three plus years' experience providing mentioned services.*

Odysseyware possesses nearly 20 years of experience performing the services described in Magnolia's RFP.

- *Agree to a year-to-year non-exclusive contract.*

Odysseyware agrees to a year-to-year non-exclusive contract.

PROPOSAL REQUIREMENTS

The desired partner is one who has provided a wide-range of products and services to small, medium and large-sized institutions. It is expected that the selected company will be able to provide the following information:

1. *Provide an overview of the system. Attach any relevant marketing materials and data sheets in the Appendices.*

PRODUCT OVERVIEW

Odysseyware is a leading provider of award-winning, online curriculum and eLearning solutions for public, virtual, charter, and alternative schools. Odysseyware serves over 5,000 schools nationwide and serves several hundred thousand students daily, who are enrolled in at least one course. Odysseyware's learning tools provide administrators, teachers, and students with powerful learning solutions that can be utilized in a myriad of instructional settings including Credit Recovery, Home Study, Blended Learning, and more. Our complete online course library is delivered to instructors and students via an online platform, delivering Individualized instruction and customizable content, thereby meeting the unique needs of each student.

Odysseyware curriculum includes:

- 300+ Core Semester Courses for Grades 3-12
- 80+ Career Technical Education (CTE) Courses
- AP® Courses
- Test Prep
- K-8 Remediation Courses
- Electives
 - Fine Arts
 - World Languages
 - Health and Physical Education
- 30+ Social-Emotional Learning (SEL) Courses

A complete course guide is provided in Appendix A. As noted below, the courses we include with this proposal provide MPS instructors and students with abundant opportunities to grow and work towards graduation.

As students work on their courses, they have opportunities to demonstrate their knowledge in projects and with a variety of different assessments. Each lesson contains questions a student must answer to complete the assignment and advance through the course as determined by the instructor. Both formative and benchmark assessments are included within the courses at appropriate moments, so instructors can monitor student progress and intervene appropriately throughout the student's learning.

Magnolia Public Schools Online Curriculum and eLearning Programs



The platform is entirely web-based and hosted by Odysseyware. Students and teachers only need a username, password, and internet connection to access the program; no plug-ins or apps are required – only a browser.

Odysseyware offers several options for integration, including the use of Clever and API development with most district information systems to assist with rostering and reporting. Prior to integration,

Odysseyware technology experts will collaborate with implementation teams to evaluate and create a plan that works best for MPS.

Odysseyware employs a highly-talented team of experts to assist with training and support. At the beginning of our contract, an implementation specialist shall work with MPS leaders to create a training and implementation program meeting your specific needs.

2. Describe the features, functions, and capabilities of your system as they relate to these key aspects of MPS:

a. Catalogs of variety of courses built specifically for students' grades TK-12, scope of sequence, standard correlation, types and features including virtual labs.

CURRICULUM

Odysseyware offers MPS our entire course library. This provides instructors and students with access to Core academic programs, Elective courses, and CTE courses. Additionally, the courses are aligned to the California State Standards; every content build begins with the applicable state standards to which we refer in all phases of development. This ensures each course covers what it needs to cover.

Each Odysseyware course is comprised of multiple units containing lessons, projects, quizzes, and tests. These are sequentially arranged according a prescriptive learning path. The lessons contain learning elements such as:

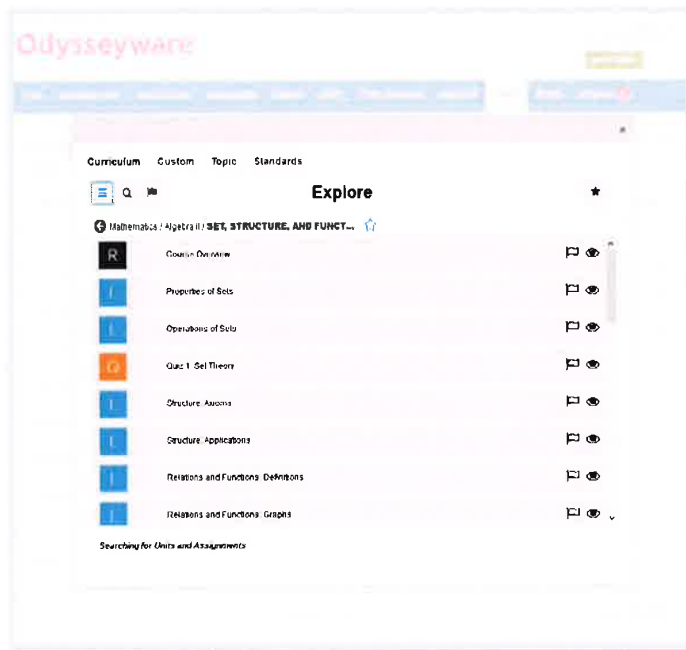
- Vocabulary Games
- Interactive Labs
- Videos
- Text

The content provided within each course mixes different types of media, ensuring the student remains engaged. Written text is augmented with short videos and interactive games, creating a variable experience, while simultaneously employing a Gradual Release of Responsibility –

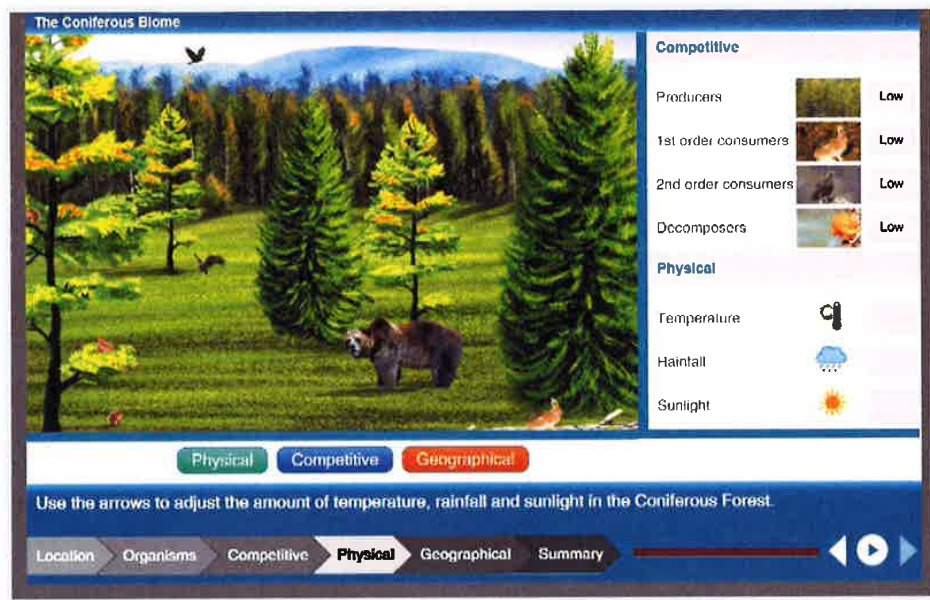
students first see a demonstration of a new concept, then have an opportunity to engage and practice, until finally they are able to demonstrate the concept themselves.

Courses include a mixture of real world and online lab activities and experiments. Each Course Overview lists all the experiments and activities within that course, as well as any required materials. All lessons, projects, and experiments are a part of the course itself. There are no additional costs or third-party products required.

The curriculum is designed to empower students to build proficiency and progressively move toward content mastery, capture accomplishments, and engage in rich and challenging real-world concepts. The interactive learning activities, direct-instruction videos, and multi-media content emphasize real-world scenarios. Students complete performance tasks and projects at higher levels of Depth of Knowledge (DOK) to develop and apply skills to complex, real-world situations.



Instructional content includes current, relevant images to illustrate concepts and provide contextual clues, and simulations with which students can interact – either directly in the system or apply as real-life science and field data gathering experiences. An example of this feature is provided below.



The content design supports and encourages student engagement and student motivation with the following activities and resources:

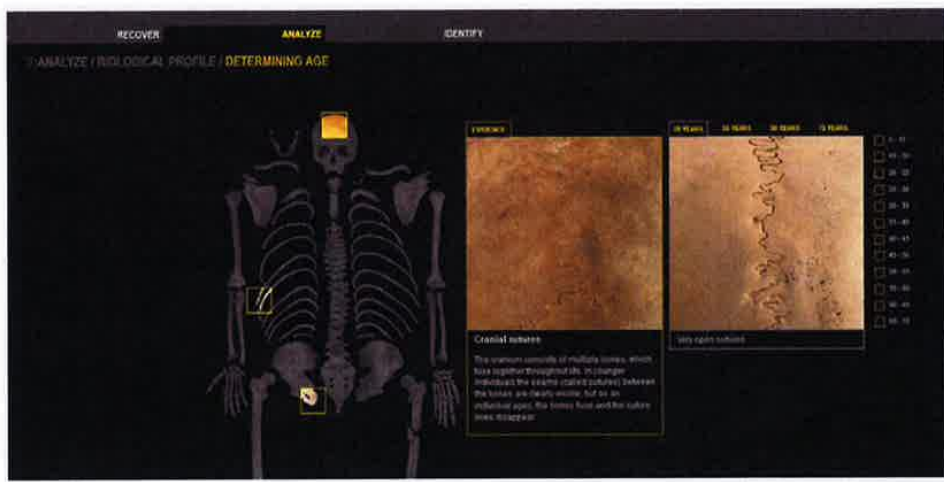
- Student Feedback & Progress Monitoring
- Interactive Games & Activities
- Virtual Labs for Math & Science
- Interesting & Relatable Readings & Texts
- Re-Teaching Options
- Translation – Read-Alouds
- ELL & Special Education Supports
- Personalized Learning Plans
- Authentic Learning Environments
- Inquiry-Based Instruction
- Active Thinking
- Ability to Customize Content
- Consistent & Easy to Use System
- Notes and Reviews
- Real World Applications

The standards-aligned lessons, projects, and instructional tools establish the goals of the instructional activity, provide background knowledge, present the learning objectives in a larger conceptual context, and introduce key academic vocabulary to prepare students for learning. The system incorporates a wide range of instructional models with the ability to customize and personalize learning for each student. As part of the lessons, students learn to use and apply content learning and higher order thinking skills via interpretation of data within spreadsheets, writing and editing, and word processing activities.

Interactive labs provide opportunities for students to engage with simulations for scientific inquiry using dissection tools or other science-related tools available online or within the classroom. Students also have the opportunity for more advanced exploration of content-

specific tools via CTE and other elective options, or through integration of lessons via Odysseyware course customization options.

In each case, the design is used to enhance the student experience, replicating a real-world experience. In the forensics lab, for example, students may not only explore a virtual crime scene, but also analyze evidence using tools similar to those used by investigators. In the following image, students learn how to identify the age of a recovered victim by using tools that compare site photos with stock images to determine the relative age of the victim.



SPARK

SPARK is a flexible and media-rich set of content-based assessment tools and instructional materials designed specifically to address the state standards for grades K-8. Used for remediation and intervention for middle and high school students, SPARK creates individualized and prescriptive learning paths based on students' individual level of skills mastery. This provides students with extremely efficient and targeted skills practice. Teachers can easily search SPARK and our elementary curriculum by standard and assign specific lessons for concept recovery and intervention.

ADVANCED PLACEMENT (AP) COURSES

Odysseyware AP® courses are developed by seasoned AP teachers with years of successful experience assisting students in meeting the rigorous requirements of the AP subject area exams. Additionally, the instructors who developed the courses have a 90-percent or higher student passage rate on each of the AP subject area exams. These Blended Learning, college-level courses prepare students for the AP exams and are meant to be used in conjunction with – and integrated into – brick-and-mortar classrooms.

Odysseyware AP courses are College Board reviewed, which authorizes schools to use the AP designation and appropriately weigh student GPAs on their transcripts. Highly-qualified and

state certified teachers are also available to instruct these courses through Odysseyware Academic Services and Academy.

Odysseyware offers AP courses in the following subjects:

- Human Geography
- US Government and Politics
- Macroeconomics
- English Language and Composition
- Calculus AB
- Comparative Government and Politics

SOCIAL-EMOTIONAL LEARNING

Odysseyware also offers an additional level of support to our partners and their students via an engaging, relevant SEL program. Through BASE Education, Odysseyware delivers comprehensive SEL courses with program features – expanded upon below – designed to support the whole learner. Students and districts may use BASE Education in prevention or intervention settings, providing effective, relevant support to students who need help dealing with social or emotional issues.



BASE Education is a revolutionary online program proven to increase SEL for students in grades 6-12. BASE Education's innovative features are designed to provide students with opportunities to communicate directly with caring adults, inviting students to ask for help in a safe environment. It also allows a skilled adult to follow-up with productive, effective conversations.

With BASE Education courses, districts reach more students who may be struggling to complete their academic work due to personal hardship, or those who have been identified as requiring additional, personal intervention. MPS may utilize the BASE Education platform in a variety of ways, including:

- Health Credits
- Suspension & Expulsion Alternatives
- Detention
- Group Dialogues
- Behavioral Interventions & Stabilization
- IEP Planning
- Family Cohesion

The BASE Education program is based on a systemic approach to support student SEL by connecting parents and guardians, educators, and skilled counselors and administrators. Each BASE Education course provided for students is matched with a companion course designed specifically for adults to provide support and have meaningful conversation with students regarding sensitive issues. Further, adults can access student responses within the system for immediate intervention via Fireword™ detection and alerts and text deletion tracking. These features support intervention – sometimes life-saving – to avert harm and invite students to engage in problem solving with a skilled adult.

The BASE Education SEL program is designed to build rapport and leverage a strengths-based approach. The research-based design is aligned to the Collaborative for Academic, Social, and Emotional, Learning (CASEL) competencies, Multi-Tiered System of Supports (MTSS), and Positive Behavioral Interventions and Supports (PBIS) best practices. Each course supports students learning about social and emotional issues and invites reflection while developing problem solving strategies.

Some of the benefits BASE Education provides to students, schools, and communities include:

- Increasing Student Engagement
- Improving Student Retention
- Promoting Early Detection/Swift Interventions
- Supporting Classroom Stabilization
- Extending Professional Development
- Diversifying and Enhancing Service Offerings
- Increasing Student/Adult Connections
- Connecting Schools to Parents
- Decreasing/Preventing School Violence

Benefits **School and Community Benefits**



Emotional Learning
 Meaningful introspective thinking, navigate feelings, and empowered to make changes



Increased Engagement
 Keep students participating and functional in class



Scalability of Help
 Counselors can monitor and help students in less time



Retention
 Schools have actionable data & clear pathways to intervene

A research study conducted at Excelsior Youth Center found that students enrolled in BASE Education courses demonstrated increased performance in both math and reading related subjects. Teachers also reported that BASE Education improved the behavioral, emotional, and social functioning of over 90-percent of students.

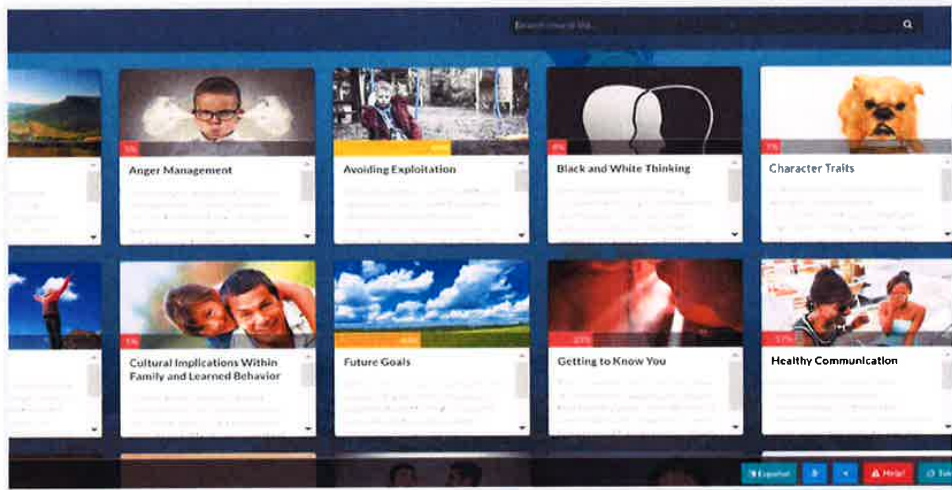
Supplementary surveys conducted found that 81-percent of students enrolled in BASE Education were able to open up about difficult issues. Additionally, 88.9-percent of students surveyed said they told the truth using the system, even when it was not easy to do so, and 94-percent of teachers surveyed saw an overall improvement in academics as well as classroom behavior. Most importantly, the study found that BASE Education intervened in 56 suicide plans or ideations and prevented one school shooting.

"Our students are learning that their current level of functioning or their current defense mechanisms (and) coping skills need work and what they say or do can have consequences."
SCHOOL SOCIAL WORKER
DENVER PUBLIC SCHOOLS, CO

CONTENT

BASE Education offers a broad range of courses covering relevant, current social and emotional learning topics. Courses are designed by experts in the field – licensed clinicians, psychologists, and expert collaborations with national agencies, such as the DEA and FBI. Further, BASE Education courses are reviewed and updated each summer to ensure content addresses the most current research and best practices.

Courses range from 30 to 90 minutes, although multi-part courses – such as the substance abuse courses – may take several days to a week to complete. Students may also take breaks, and select activities, such as games, guided meditation, and listening to music.



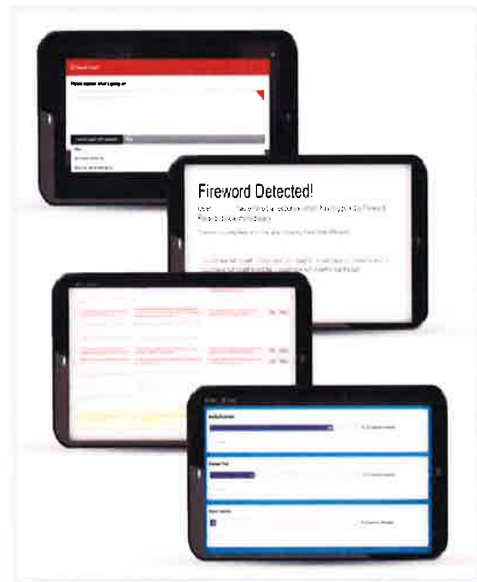
The current course list includes the following topics:

- Adrenaline
- Anger Management
- Avoiding Exploitation
 - *Developed in conjunction with iEmphatize*
- Black and White Thinking
- Bullying and Cyberbullying
- Character Traits
- Coping Strategies
- Cultural Implications within Family
- Digital Citizenship
- Future Goals
- Getting to Know You
 - *Developed in conjunction PALS4ED*
- Healthy Communication
- Impulsive Decision-Making
- Irrational Thinking
- Learned Helplessness
- Motivation
- Primary and Secondary Impacts of Behavior
- Putting It All Together
- Raising Awareness About Opiates
 - *Developed in conjunction with the FBI and DEA*
- Refocus
- Refusal Skills
- Restorative Practices

- Self Esteem
- Strategies for Successful Return to School
- Substance Abuse (30 Modules)
 - *Developed in conjunction with Act on Drugs and FBI*
- Talking to Parents and Guardians
- Talking to Peers
- Truancy
 - *Developed in conjunction with NCSE*
- Vision of Self

BASE Education offers corresponding parent/guardian courses for every student course offered. This helps parents and guardians become a part of the conversation and understand what their child is learning and developing. Additionally, all courses are available in English and Spanish.

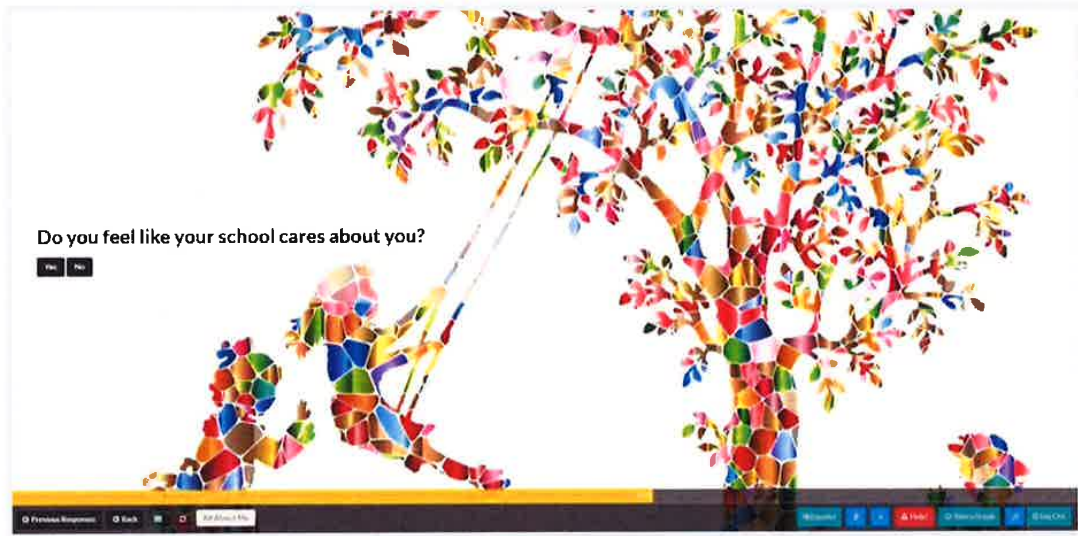
BASE Education tracks student use through the course progress page in the Administrative Portal. The progress page indicates who is in the system, their level of progress, how many courses they have completed, which course they are currently on, and any Firewords – potentially dangerous text, to be described in detail later – they may have triggered. Within the response screen, all student responses – including those that have been deleted – are recorded for staff review. BASE Education is also developing other, self-tracking features for one-screen snapshot reporting as well as time spent in a course.



New courses currently in development will cover topics including Anxiety/Depression, LGBTQ, Mood Management, Aggression, Children of Divorce, Gangs, Self-Harm, and Hopelessness. Although BASE Education currently offers courses for students in grades 6 through 12, courses are also currently in development for grades 4 and 5, including:

- All About Me
- Digital Citizenship
- Self-Regulation
- Healthy Friendships
- Goals
- Bullying/Cyberbullying
- Feeling Proud
- Member of My Community
- Using my Voice

Administrators may easily enroll students in all BASE courses, or choose the most appropriate modules based on individual needs. The BASE Education platform also filters suggested courses based on the reason of use.



In conjunction with other Odysseyware courses, the BASE Education courseware expands the range of online support schools and districts may offer students – especially those who may find themselves at a critical moment in their life. With these virtual SEL courses, students can develop the skills they need to succeed in a safe environment with guidance and advice developed by experts.

FEATURES

BASE Education offers features that can help identify potentially severe issues early. These act as alarms for program administrators who may notice certain negative or harmful behaviors.

For example, an administrator reviewing student responses can see that a student completing a sentence initially wrote “I wish I could sleep all the time and eventually disappear” and then changed their sentence to “I wish I could work all the time and eventually be rich.” The original text is captured and can be used to notify a counselor or administrator of a student in potential angst. This is only one of several features available to students and administrators to help identify early warning signs of social or emotional distress.

Other program features include:

FIREWORD™

BASE Education defines a Fireword™ as potentially dangerous language, indicating the supervising adult that a student’s response requires additional attention. Firewords are triggered as soon as a student writes the word.

TEXT-TO-SPEECH	The BASE Education platform offers a text-to-voice feature for students struggling with literacy. Additionally, BASE Education courses are targeted to a 7th-grade reading level.
ACCOUNT ACCESS	Students may maintain access to their BASE Education account as long as their school or mental health facility maintains a BASE Education membership. If a student changes schools, their new school can reactivate their account to continue their development.
NOTIFICATIONS	Supervising adults are notified immediately via email to review a specific student response. Upon reviewing the response, the supervisor is required to indicate whether the response is benign or dangerous.
TEXT BUTTONS	The placement of text and advancement buttons vary from question to question, preventing a student from falling into a predictable pattern of providing a response and clicking next. This subtle change is enough to keep students engaged.

Odysseyware offers Professional Development opportunities for educators to learn more about how to create an SEL program using BASE Education and how to use the program in their classrooms. Led by educators who have worked closely with district leaders and teachers across the country, our team of Implementation Consultants can help ensure a successful launch of BASE Education in MPS' schools.

b. Ability for students and teachers to personalize the learning experience.

PERSONALIZED LEARNING

Individualized learning is made possible through the understanding of a student's capability and adjusting the content according to that student's strengths and needs. To support this capability, Odysseyware provides teachers with several customization tools helping students focus on the instruction that will help them advance the most.

Teachers may use the prescriptive mode with most courses. In this mode, a course is optimized for students who first take a diagnostic test. Based on the results of these tests, the course content automatically adjusts to deliver students only the content they need to review and learn. More detail about the Odysseyware prescriptive mode has been provided earlier in this proposal.

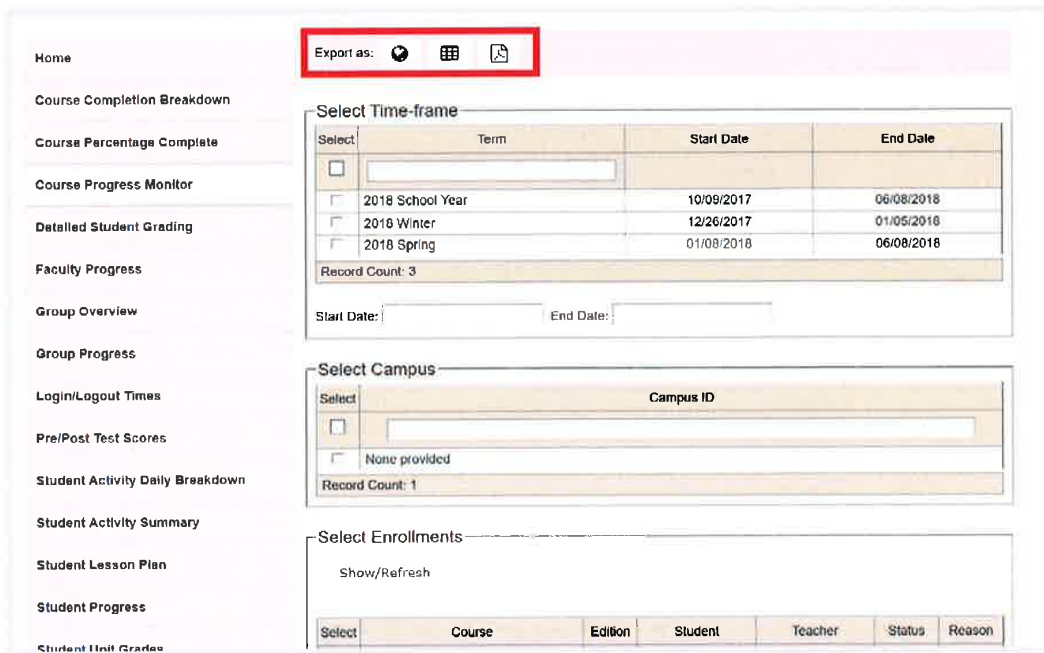
Teachers may also use Odysseyware to customize the content delivered to their students throughout the semester. As teachers monitor student progress through the reporting dashboard, they can see which students are excelling or failing behind. The teacher can then immediately modify the students' assignments – perhaps giving them additional assignments to

focus on an individual skill – or pause the course so teachers may intervene and provide more direct instruction.

c. Ability to track students’ performance and progress at the individual student level, school level and district level.

AD-HOC REPORTS

Administrators can generate reports by grouping data by individual student, groups of students, class, campus – which could include a school or group of schools – teacher, course, and more.



The “Export As” function – in the top bar of the report generator – allows all reports to be exported in different formats, including Excel and PDF. This permits users to share reports with administrators, teachers, parents, and students. Student data may also be exported as a .CSV file.

d. Ability to track course mentors’ performance and progress at the individual student level, school level and district level.

PROGRESS MONITORING

Odysseyware’s reporting feature allows teachers to monitor student progress through courses as assignments are completed. Teachers can view the results of quizzes and tests, monitor the amount of time a student has spent logged in, and view many other metrics related to student

performance and progress. Important aspects of these reports are the current score, relative score, and score to date. Each present student data in slightly different ways, as detailed below.

CURRENT SCORE:

Current score is only based on graded assignments the student has completed. It does not take overdue or upcoming assignments into account.

RELATIVE SCORE:

Relative score is the score a student would receive if he/she stopped the course on that day. It considers two grading factors:

- Current or graded assignment score
- Zeroes for all incomplete assignments

SCORE TO DATE:

Score to Date is the students' paced score. It takes into account two grading factors:

- The students' graded assignments scores
- Zeroes for overdue assignments

e. Describe any additional, supplemental resources available to students.

All Odysseyware resources are available online, although teachers may have the option to print out materials or recommend additional materials as they wish. If there are any materials required, for example with some group projects, a materials list is provided for teachers at the beginning of the lesson during enrollment.

f. Describe the Data Security features of the tools used in the program.

The data security features available with Odysseyware are described in detail later in this proposal.

g. Describe user help features built in to your system and other help available to students, parents, and staff.

USER HELP FEATURES

Odysseyware is committed to exceptional technical and customer support. All issues or concerns will be escalated to the appropriate departments and supervisors to ensure prompt problem resolution. We provide unlimited customer and technical support at no additional cost. Support options include telephone and email. Odysseyware's technical support line for administrators, teachers, students, and parents is available Monday through Friday, 6 AM to 10 PM ET and Saturday through Sunday, 12 PM to 6 PM ET.

The table below details Odysseyware’s support functions.

Support Type	Description	Hours
Technical Support	Technical Support – phone support and assistance (877) 251-6662	M-F 6AM – 10PM ET SAT & SUN – 12PM to 6PM ET
Training Resources	Instructional Videos & Tutorials	All Staff On Demand
Support Guides	Guides: Admin, Teacher, Student, Course Customization, Features and Site Navigation	All Staff Online
Live Webinars	Basic Admin & Teacher Training, Q&A	All Staff Offered bi-weekly

Below is an overview of services Odysseyware offers its clients.

- Phone in support at 1-877-251-6662.
- Email support at support@odysseyware.com.
 - Response within 24 hours or 1 business day
- Voicemail support response.
 - Response within 24 hours or 1 business day
- Dedicated staff with product knowledge to assist customers at all levels, including school administration, school staff, parents, students, etc.
- High-priority issue escalation through Technical Support management
- Curriculum revisions done quickly with nightly updates
- Personalized, compassionate live support; no automation

Odysseyware continually updates its response system to best meet the needs of our customers. Routine maintenance and update notices are provided in the learning management system and student virtual classroom. Release notes and documentation can be provided to MPS prior to the maintenance window.

3. *Provide end-user to review the demo accounts at a minimum for district admin, mentor/teacher and student roles.*

DEMO ACCOUNTS

Odysseyware has created demo accounts for reviewers to experience the program first-hand. Odysseyware’s demo site review is a two-phase process, as detailed below.

1. PHASE 1
 Review the Odysseyware Student Demo Site just as a student would use Odysseyware.

4. *Provide information on technical details for device and software requirements, compatibility with different platforms including Chromebook, interoperability with school information systems (Illuminate) for data sharing, whether the curriculum can be used asynchronously or offline.*

COMPATIBILITY

Odysseyware is a fully online curriculum and can be accessed 24/7. The only requirements to use Odysseyware are an active internet connection, a web browser, and a valid username and password. Students can access the program from home, school, or wherever they have access to a device and a connection to the internet. Odysseyware is cloud-based and works on Windows, iOS, Chrome and Android desktops, laptops, handhelds, tablets, and smartphones.

Odysseyware is compatible with the following operating systems:

- Windows 7
- Windows 8/8.1 (Desktop mode)
- Windows 10
- Mac OSX 10.8+

Additionally, Odysseyware may be viewed through any of the following browsers:

- Microsoft Edge and Internet Explorer®
- Mozilla Firefox®
- Safari®
- Chrome®

Odysseyware is also fully HTML5 compatible and does not require any hardware or software plug-ins and may be used virtually anywhere.

Complete system requirements can be found at <https://www.odysseyware.com/system-requirements>.

INTEGRATION

Odysseyware provides integration services, ensuring our systems quickly and easily communicate with those of MPS. To accomplish integration, Odysseyware Technology Consultants will partner with MPS' Information Technology staff to identify the SIS in use and determine the best possible solution. In most cases, an Application Programming Interface (API) can be built to direct communication between Odysseyware's two systems and allow for rapid, accurate updates and communication.

Odysseyware supplies an industry-standard API – OASIS. Built with REST architecture, OASIS can be utilized by almost any system, including most student information systems. OASIS provides synchronous and batch – or asynchronous – services to provide:

- User Creation and Management
- Enrollment Creation and Management
- Grade and Attendance Reporting

OASIS can also eliminate double entry and provide system familiarity to teachers and administrators. OASIS provides the following functionalities:

PROFILE MANAGEMENT

Users can be created and managed from systems that are integrated with OASIS. The following fields can be able managed from a single system:

- First Names
- Middle Names
- Surnames
- Usernames
- Passwords
- Campus IDs
- Student IDs
- Email Addresses

ENROLLMENT MANAGEMENT

OASIS allows for other systems to create and update enrollments – whether single or batch. Teachers and administrators have the ability to update the following fields without logging into Odysseyware:

- Course
- Teacher of Record
- Start Date
- End Date
- CRx Mode
- Block Quizzes
- Block Tests

GRADES

OASIS returns grades for all lessons students have completed. The requested lessons and grades will appear in MPS's system's grade book, accurately and readily depicting a student's progress.

ATTENDANCE

OASIS reports attendance back to other systems as well, return time spent in Odysseyware lessons for time-in-seat requirements

SYNCHRONOUS WEB SERVICES

The OASIS synchronous web services can be used by client applications requiring an immediate response to a web-messaging request for data retrieval, creation, and updates. Synchronous web services are most useful for schools with an extensible SIS capable of handling real-time responses, typically by using custom plugins to the SIS.

BATCH / ASYNCHRONOUS WEB SERVICES

Batch web services – or asynchronous services – handle bulk operations of data creation and updates for user profiles and enrollments. Batch web services use a Comma Separated Value (.CSV) file upload as an attachment to the URL request. Four batch service operations are currently available:

- Create and update student user profiles
- Create and update administrator user profiles
- Create and update student enrollments
- Batch web services' data requests are queued and then processed by the Odysseyware's regularly scheduled job services

The .CSV file will be pushed to an SFTP server on a nightly basis. The Odysseyware system will identify existing users and update those profiles based on the information provided on the .CSV. Any new users will be added and any users who do not appear on the new file will be archived.

Odysseyware is primarily an online tool, delivering the majority of its content digitally. Some offline material may be provided to help train teachers and assist students with group activities. When these are available, the courses provide a materials list specifically detailing the items a student or teacher required to complete their work. This may include printouts, texts, links, or online resources.

Odysseyware also provides the following materials to support teachers throughout the course of our partnership:

- Quick Start Guides
- Teacher Manuals
- Student Manuals
- Student and Administrator Navigation Videos
 - Available in every URL with the knowledge base – an online repository of support and help materials.

Additionally, all Odysseyware curriculum is printable. A regular education teacher could take our standards-based course work as a resource for remedial purposes. The same teacher could also use a project from our curriculum to be used as a small group collaborative activity. Intervention curriculum may also be printed as guided practice and independent work sheets. Any of the assessments can be printed out as well, to be administered as practice tests.

5. Available for IT representative to confirm the technical details and ask any follow-on questions.

IT representatives are available to confirm technical details and answer any questions MPS may have.

6. Compliance with FERPA and related laws including Student Online Personal Information Protection and Student Data Privacy Agreement

DATA SECURITY

Odysseyware uses industry-standard, best practices for secure delivery and storage of student and personal data. All student records are protected as required by the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA), and other applicable federal and state laws.

The Odysseyware application and content are delivered over the internet using an SSL connection on port 443 utilizing 2048-bit encryption. Odysseyware security certificates are validated by third-party vendors to establish and secure the SSL connection, preventing malicious attempts on a user session. All data is encrypted both in transit and at rest.

Odysseyware uses industry-standard protocols to mitigate all single points of failure, from both a hardware and software perspective. Odysseyware has contracted third party vendors for penetration testing and Internet traffic inspection to prevent against Internet-bound attacks, also assuring Odysseyware's Service Level Agreement of 99.9-percent uptime. The Odysseyware application requires matching username and password combinations to properly authenticate and gain access to the content and data. Odysseyware includes features to enforce password strength, reinforcing user security. Odysseyware's servers are housed in a Tier 4 data center, which requires a photo badge with fingerprint recognition to gain access to the facility.

PROJECT APPROACH

1. Describe your firm's understanding of the proposed assignment and the services it will provide.

Odysseyware recognizes Magnolia Public Schools dedication to students in its region and the effort articulated in this RFP to give them additional resources to further enhance their learning. Programs of this type appeal to a broad range of learners and allow students to learn independently, when and where they want. An online virtual program provides students with more content options and greater freedom in their learning.

In response, Odysseyware proposes its Odysseyware Program and Academic Services. Our broad spectrum of courses is designed to help students in grades K-12 with their Core, Elective, CTE, Advanced Placement, and Test Prep studies. Additionally, Odysseyware can provide MPS

with virtual teachers as needed to help support courses requiring additional instructional support. Our teachers are state-certified in provide students with virtual office hours, grading, and ongoing support.

Odysseyware also suggests that MPS purchase Professional Development that assists administrators and teachers in making the most of the Odysseyware program. With flexible training options, MPS can gain a stronger method of incorporating online learning into day-to-day instruction and support those students who are participating in the program independently.

2. Provide a complete definition of the process that will be employed to meet the objectives of this project, (e.g., approach to be taken, etc.).

Because the needs of each school and district vary greatly, Odysseyware does not provide a standard, one-size-fits-all implementation experience. As such, we take the customization of our services very seriously. Supporting our customers with excellent service is of paramount importance to Odysseyware. While we are confident in the quality and reliability of our products and services, Odysseyware also maintains a broad array of technical and content support resources designed to rapidly address administrator and student questions.

Additional details regarding project management – including implementation, training, and Professional Development are provided below.

3. Provide a list of key staff who will support this project and their professional background.

KEY STAFF

Odysseyware searches for candidates with experience and knowledge in their respective content areas when hiring members of our content team – i.e. instructional designers, SMEs, authors, and reviewers. However, Odysseyware also hires candidates with classroom experience. Our content team is comprised of educators who can walk the walk and talk the talk. They know in which areas students will struggle and the keys to help struggling students achieve success. These experiences leave content team members uniquely qualified to develop academic materials as they are incredibly receptive to customer feedback and the need for ongoing continuous improvement.

STEPHANIE MAIWURM, VICE PRESIDENT OF SALES – WEST

Stephanie Maiwurm has over five years of experience working in the educational sector, assisting schools and districts in implementing digital learning solutions. Stephanie will oversee the contract, assisting with training and management. She has extensive experience in managing large regions and understands the varying needs of goals of educational institutions. Stephanie holds a Bachelor of Business Administration degree in Organizational Management.

ANN BARKER, IMPLEMENTATION CONSULTANT

Ann has been an educator for over 16 years in Arizona. She taught in Elementary schools, ranging from second to sixth grade. Ann has taught in a Title I school, gathering and reporting data with colleagues to advance individual student growth. She has worked with English Language Learners as well as gifted students, creating tailor-made lesson plans to promote individualized learning.

In 2016, Ann began working for Glynlyon in the Curriculum Department where she was a Project Editor. She oversaw lessons for Odysseyware from start to finish, working with contractors to meet deadlines and making sure each lesson was ready for publication. She also was instrumental in state approvals for Odysseyware courses. In 2017, Ann became an Implementation Consultant for Odysseyware, working with educators to improve students' success. Ann holds the following degrees and certifications:

- Bachelor of Arts in Psychology, University of Arizona
- K-8 Teaching Certificate, Arizona State University
- Structured English Immersion Endorsement
- Gifted Education Endorsement

4. *Provide a detailed implementation plan and any limitations (e.g., limit of 10 forms per district created by firm as part of the implementation).*

IMPLEMENTATION

Upon award notification, Odysseyware shall work closely with District staff to identify key contacts and establish a set of project goals. Based on these goals, Odysseyware Implementation Leads will review the plan with MPS and create an agreed upon implementation plan through mutual consultation.

Odysseyware will designate a small team of experienced consultants and project managers to assist MPS with a smooth and successful implementation. This team, and all Odysseyware staff, will be committed to MPS to ensure a positive experience throughout our partnership.

An example of an implementation plan is provided below. Please Note: This plan is an outline only and will be refined and customized based on meetings with MPS leaders.

PD Type	Description	Who should attend?
PHASE 1		
Implementation Meeting/Preparation	<p><u>Objective 1:</u> Establish expectations, goals and policies, plan Professional Development dates and timeline for implementation.</p> <p><u>Objective 2:</u> Set up Odysseyware system, including thresholds and weights and</p>	District/Site Leadership

Magnolia Public Schools
Online Curriculum and eLearning Programs

PD Type	Description	Who should attend?
	permissions. Determine roles and responsibilities per district policy. Objective 3: Identify primary contacts for each campus/site location.	
PHASE 2		
District Ownership of Curriculum	Odysseyware will work with Curriculum Specialist to review Odysseyware curriculum and course offerings for District-approved offerings. Implement naming conventions and protocols for course customization.	Curriculum teams for all subject areas
PHASE 3		
Odysseyware Product Training	1 Day Workshop: Designated staff will receive comprehensive training regarding all implementation models and usage of the Odysseyware system. Review approved implementation plan and District program/instructional goals. Provide hands-on time to review District-approved courses and strategies. Determine criteria and timelines for progress monitoring, reporting, and course completion.	Campus Teachers Lab Facilitators Counselors Instructional Coaches
PHASE 4		
Odysseyware training follow up: Q & A Webinar sessions	One-hour webinar sessions during staff planning periods. Provide best practices, coaching and implementation support, Q&A to address questions. Also offer hands-on support for end users who may require follow up.	Campus Teachers
PHASE 5		
Mid-Year Review	Present and review previous semester data and make decisions designed to advance the focus of the implementation outcome and achievement of District goals. Provide recommendations and implementation next steps to achieve desired goals.	District/Site Leadership
PHASE 6		
Campus Coaching/Modeling	Campus visits to support ongoing implementation as well as make suggestions and observations. Arrange to meet with staff during planning time or class time for shoulder-to-shoulder support. Review student progress, reporting, and answer questions. Each visit will	Campus/Site Staff

PD Type	Description	Who should attend?
	result in a report to share with the site administrator.	
PHASE 7		
End-of-Year Review	Present and review course data report, identify program successes and challenges during the academic year. Discuss recommendations and Year 2 implementation goals.	District/Site Leadership
PHASE 8		
Summer School Professional Development Training	Facilitate training for those new to Odysseyware to learn the basics of the student/teacher experience, including course enrollment, student pacing and monitoring, and reporting.	Summer School Staff

TRAINING AND SUPPORT

1. Describe below the typical training your company provides.

The Odysseyware Professional Development Team delivers face-to-face, online Professional Development trainings and job embedded services to customers who have purchased the Odysseyware online curriculum. Our team is comprised of dedicated lifelong educators with advanced degrees in education and years of successful hands-on experience, guiding practical and sustainable instruction with leadership-practice changes at the classroom, school and district levels. The following describes a suggested Professional Development plan:

TRAINING FOR TEACHERS

Every teacher will receive initial training on agreed-upon dates, entailing the following:

- An overview of Odysseyware and the basics of the administrative set-up
- A demonstration of the student mode to ensure teachers are ready to answer questions
- A focus on basic navigation, including:
 - How to Add Students
 - Deadlines
 - Assign Courses
 - Grading
 - Monitor Daily Assignments
 - Reports
- A technical overview of course customization, placement exams, and the diagnostic tool

To ensure comprehension, hands-on activities are incorporated throughout the training session.

TRAINING FOR ODYSSEYWARE COURSE ADMINISTRATORS

Odysseyware course administrators may receive a three-hour training session on agreed-upon dates to include following:

- Overview of Odysseyware

- Discussion of implementation considerations and user-based permissions
- Demonstration of how to set-up site for their school, including weighting, thresholds, and global permissions
- Training on basic navigation related to:
 - Adding Teachers and Students
 - Implementing Courses
 - How to Edit Data
- A high-level discussion of:
 - Credit Recovery Options
 - Course Customization
 - Diagnostic Tools
 - Reporting
 - Messaging
 - Feedback Features

Hands-on activities are also incorporated throughout the training session to ensure course administrators preparation.

TRAINING FOR SCHOOL ADMINISTRATORS

District administrators implementing Odysseyware in the school(s) may receive the following three-hour implementation-training session, which begins with a discussion of how Odysseyware will be used at MPS, the roles needed for implementation, and what makes an implementation successful. This training also includes a comprehensive discussion and brainstorming exercise focusing on:

- District Administration Considerations
- Teacher Support
- Student Processes

The session ends with the local administrator compiling the details of your implementation plan, which is facilitated by the Odysseyware trainer with input as needed. A timeline and action plan for the successful implementation will be the take away from this module.

2. Describe vendor support facilities, services provided with the standard agreement, optional support available at additional cost and the cost for optional support.

Odysseyware provides support to our partners at no additional cost.

3. Describe vendor users/client's community and what resources are provided to clients (listserv, knowledge base, users conference, best practices, review panel for setting product enhancement priorities, etc.).

RESOURCES

To provide ongoing and easily accessible support, and to accommodate the busy schedules of teachers, Odysseyware provides a robust schedule of weekly webinars as well as a

comprehensive training site that provides an additional layer of support for participants. Odysseyware Professional Development offers include:

- Initial Implementation
- Professional Learning Intro Package
- Blended Learning
- Digital Leadership
- Bringing the Common Core State Standards to the ELA Math Classroom
- Lesson Planning
- Integrating Technology
- Formal Coaching and Modeling
- Competency Based Learning
- Consulting/Needs Analysis
- Building Sustainability for Your School/District

The training site contains targeted tutorials that review all features of the Odysseyware courseware. Teachers can access these tutorials 24/7 as their needs dictate. The weekly webinars focus on the core features of our program and provide an opportunity for teachers to speak with a “live” consultant who can address any additional questions our customers might have.

The Odysseyware Knowledgebase – which can be found at <https://www.odysseyware.com/training-resources/home> – provides comprehensive and easy to use teacher and training resources include:

- How-to videos
- Guides
- Tutorials
- Course catalog
- Test Prep Catalogs
- Wet Lab Supply Lists
- Course Customization Guides
- Skills Diagnostics Guide
- Writer Tool User Guide
- Year End Procedures
- Reports Guide
- Student/Teacher/Admin Guides
- Placement Test Guides
- Dynamic Learning Path Guides

4. Describe additional trainings and cost breakdown.

PROFESSIONAL DEVELOPMENT

Odysseyware offers our clients the following Professional Development services:

STAFF DEVELOPMENT: INTEGRATING CLASSROOM TECHNOLOGY

When effectively integrated into the curriculum, technology tools can extend learning in powerful ways. Seamless integration occurs when students are not only using technology daily, but also have access to a variety of tools matching the task at hand, therefore providing the opportunity to build a deeper understanding of content. This course instructs teachers on using Odysseyware in the classroom, providing a deeper understanding of Odysseyware techniques and enhancing and expanding on the materials provided in a lesson.

STAFF DEVELOPMENT: BLENDED LEARNING STRATEGIES

This course gives teachers a new pedagogical view in utilizing blended learning tools to boost student success, increase student engagement, and expand student opportunity by blending technology and education seamlessly within their own classroom. Blended learning is an impactful and positive paradigm shift in the way education is delivered to our students. Educators are better able to coach and instruct student learning using familiar methods to today's digital natives.

STAFF DEVELOPMENT: INTERVENTION WITH ODYSSEYWARE

This course provides teachers an in-depth look at using Odysseyware to provide intervention in multiple courses.

THE ART OF DIGITAL TEACHING

This course gives educators the critical support required to effectively integrate technology into the classroom and facilitate online and blended learning. The Art of Digital Teaching, which is fully aligned to iNACOL's National Standards for Quality Online Teaching, is organized into five thematic units, containing a culminating project and final exam. Each lesson introduces concepts, best practices, tools, modeling, and a variety of real life examples from experienced online teachers from around the country. It takes approximately 35-40 hours to complete this course and participants earn a certificate of completion which can be used towards CEUs.

THE BLENDED WAY

This course provides professional services and an implementation guide to support customers who are implementing blended learning models or are hoping to expand their current implementation. The Blended Way series of workshops and customizable package includes five key phases:

- Planning
- Designing
- Implementing
- Evaluating
- Sustaining

Pricing for The Blended Way will be determined based on identified District needs.

COST

Cost break down including add-ons. Bidder should include various costs models associated with program operation and delivery.

The following pricing applies to the scope of work described in this proposal and adheres to the specifications outlined in the MPS RFP. As detailed within our narrative response, Odysseyware can meet your requests as described and intends to work closely with your leadership to ensure a successful implementation and a positive experience for teachers and students.

The prices provided below reflect what we believe is a great value to Magnolia Public Schools. We hope that you agree and look forward to discussing this important work with you and your leadership teams.

FULL CURRICULUM SITE LICENSE	
NUMBER OF STUDENTS	COST PER YEAR
1 – 299	\$15,000
300 – 599	\$22,500
600+	\$32,500

ACADEMIC SERVICES	
Odysseyware Academic Services*	\$250/Semester/Student/Course

*Includes virtual teachers.

PROFESSIONAL SERVICES	
Onsite Training	\$2,500/Day
Webinar Training	\$250/Hour

RECOMMENDED PROFESSIONAL SERVICE PACKAGE	
Professional Services*	\$5,750

*This cost is per site and includes the following:

- 3 hours of Webinar Support
- 1 Onsite Initial Training
- 1 Onsite Follow-up

Order Form



PREPARING STUDENTS FOR COLLEGE, CAREER, & life.

300 N. McKemy Avenue, Chandler, AZ 85226

Account Number:

Quote Number: QUO-03663-Y8B4L4

Date: 7/31/2018

Order Form Expiration Date: 8/30/2018

Education Consultant	Email	Phone	Fax
Nicole McEnaney	nmcenaney@odysseyware.com	(480) 735-7974	866-465-1954
Contact and Billing Information			
School:	Magnolia Education and Research Fdn	Contact:	Erdinc Acar
Address:	250 E 1ST ST	Phone:	2136283634 ext 123
Address:	LOS ANGELES, CA 90012	Email:	eracar@magnoliapublicschools.org
Training Contact:	Erdinc Acar	Email:	eracar@magnoliapublicschools.org
		Phone:	2136283634 ext 123

Term Start Date	Term End Date
9/1/2018	9/1/2019

Qty	Products/Services	Description	Discounted Unit Price	Total Discount	Line Total
150	Full Odysseyware Library - Per Student	A per student license is based on the number of students enrolled in the URL (ex. 5 students @ 5 classes ea. = 5 licenses). Per license price includes full OW library for grades 3-12, LMS, online/phone support & updates during 12-month period.	\$140.00	\$1,500.00	\$21,000.00
50	BASE Education Per Student License	Per student license based on number of students enrolled in URL (a student enrollment has unlimited access to BASE course titles). Per license price includes BASE courses, LMS, online/phone support & updates during 12-month period.	\$20.00		\$1,000.00
3	Custom Webinar Hours	Customized webinar hour(s) to support implementation	\$250.00		\$750.00
2	Custom Onsite Days	Customized onsite day(s) to support implementation	\$2,500.00		\$5,000.00
1	BASE Custom Onsite Day	Custom onsite day to support BASE implementation.	\$2,500.00		\$2,500.00
1	BASE Custom Webinar	Custom Webinar hour(s) to support BASE implementation.	\$750.00		\$750.00

Grand Total

Sales Tax	\$31,000.00
Total	\$31,000.00

Notes

2018 Odysseyware agreement for 150 Per Student Licenses, Implementation Professional Services, BASE Education and BASE Education Implementation. Please send the signed quote to Nicole McEnaney at nmcenaney@odysseyware.com.

(TERMS AND CONDITIONS)

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at <https://www.odysseyware.com/terms-and-conditions> ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby.

By signing and returning the document, the Customer authorizes and acknowledges that Odysseyware will invoice their account the amount identified on the quote, plus any applicable sales tax, in lieu of a purchase order. This Agreement may be signed in digital format which shall be considered an original.

Signature: _____

Date: _____

Title: _____

REFERENCES

Bidders will provide with their Proposal. Three (3) references, including contact information of the end-user for services of a similar nature, including the dollar value where available.

Please see the table below for the list of references Odysseyware is submitting.

Reference	Contact Name, Email, and Phone	Type of Service	Dollar Value
School of Extended Educational Options	Tom Sweeney Tom.sweeney@pomona.k12.ca.us (909) 455-4531	Credit Recovery Blended Learning RTI NWEA	\$60,000
Vallejo City Unified School District	Rose Bright rbright@vallejo.k12.ca.us (707) 649-8921 x 53080	Independent Study Credit Recovery Odysseyware Academy	\$210,000
Monterey County Office of Education	Joe DeRuosi jderuosi@monterey.k12.ca.us (831) 755-6458	Credit Recovery CTE Independent Study	\$50,000

VENDOR SERVICES AGREEMENT

Vendor should include any proposed contract and maintenance agreement language for review.

Please see the following pages for Odysseyware's sample agreement.

VENDOR SERVICES AGREEMENT

ODYSSEYWARE AND ODYSSEYWARE ACADEMY

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Terms") are incorporated into and made part of the License Agreement signed by Company and Customer ("Agreement") and constitute a binding legal agreement between the parties for Customer's use of the Products and/or Service. Capitalized terms not otherwise defined in these Terms have the meaning assigned to them in the Agreement. These Terms are effective as of the date of full execution of the Agreement. If the Agreement indicates the Service includes Odysseyware, the Odysseyware Addendum attached hereto is incorporated hereby. If the Agreement indicates the Service includes Odysseyware Academy, the Odysseyware Academy Addendum attached hereto is incorporated hereby. If the Agreement indicates the inclusion of Products, the Odysseyware Curriculum Addendum attached hereto is incorporated hereby.

1. **SERVICE.** The "Service" as indicated in the Agreement is Odysseyware(Company's proprietary internet-based learning management system and curriculum including academic core curriculum content for grades 3-12 (Social Studies/History, Science, Math, Language Arts), electives, placement testing, CRx, prescriptive and GED prep course, and all of its components) and/or Odysseyware Academy (Company's proprietary internet-based educational, instructional, and support service, including curriculum, teacher grading services, academic support, technical support, and program support for School leadership). The Service expressly includes all data, software, technology, animation, photographs, graphic, audio and visual files, text, platforms, documentation, and other materials relatedthereto.
2. **PRODUCTS.** The "Products" are the Odysseyware courses indicated in the Agreement including all curriculum and assessments thereof provided by Company. The Products expressly include all data, software, technology, animation, photographs, graphic, audio and visual files, text, documentation, and other materials related thereto.
3. **ONLINE LEGAL NOTICE.** Use of the Service and users of the Service are subject to and governed by the legal terms and conditions posted on the Service website ("Legal Terms"), as may be amended from time to time by Company. In the event of a conflict between the terms of the Legal Terms and the Agreement, the Agreement will control.
4. **TERM.** The term of the Agreement begins on the Start Date and ends on the EndDate ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term will be extended for additional one (1) year (or other duration stated in the invoice) renewal terms upon Company's issuance of an invoice for extension and payment for such invoice by Customer .

5. deleted.
6. GRANT OF RIGHTS. Subject to the terms of the Agreement and upon payment in full of all required fees:
 - a. Company grants Customer a limited, non-exclusive, non-transferable license to utilize the Service only with Customer's students, administrators, faculty, and staff (collectively, "Authorized Users"). Customer's rights are limited to accessing the Service via the internet for the number of fully paid Authorized Users hereunder.
 - b. Company grants Customer a limited, non-exclusive, non-transferable license to incorporate the Products in the learning management system selected by Customer and to grant access thereby only to Customer's Authorized Users. Customer's rights are limited to utilizing the Products via the internet solely with Company's Authorized Users.
 - c. Customer will not assign or sub-license any of its rights hereunder.
7. FEES. Customer will pay all amounts as stated and in accordance with the details of the Agreement. Fees may be altered by Company following the End Date, provided however any Fee increase must be disclosed to Customer before any extension of the Term. Customer will always pay in full any Company invoice according to the terms stated on the invoice. Company may discontinue Customer's access to or use of the Products or Service, with prior notice, if Customer fails to make any payment due Company within thirty (30) days of the applicable due date.
8. OWNERSHIP. The Products and Service and all associated materials are the solely-owned or legally licensed property of Company. The Products and Service are licensed, not sold, to Customer under the Agreement. Remuneration paid for access to and use of the Products and/or Service is a license fee for use. Company does not sell any title, ownership right, or interest in or to the Products or Service. Customer's rights are limited to a non-exclusive, non-transferable, limited license to use the Products and/or Service according to the terms of the Agreement. Company reserves and retains all right, title, and interest (including copyrights, patents, trademarks, service marks, and other intellectual property rights) in, to, and associated with the Products and Service including rights to any derivative works that result from Customer's use of the Products and/or Service.
9. TRAINING. If so indicated in the Agreement, Company will provide orientation and training to Customer's staff and employees following payment to Company of the training fee(s) stated in the Agreement. Customer must use the Training during the Term for which the Training was originally ordered. Training will include instruction on utilization of the Products and/or Service for prescribed purposes and responses to questions from Customer's staff and employees. Any Customer cancellation or postponement of a scheduled Training requires notice to Company in writing (email acceptable) at least forty-eight (48) hours before the scheduled Training. Failure to

provide such notice will result in Customer's forfeiture of the Training or payment of additional fees to reschedule the Training. If Customer believes there to be any deficiency in training, Customer must specify its concerns in writing to Company within thirty (30) days after the completion of the training. Failure to submit such notice will be deemed full acceptance by Customer of the training.

10. **WARRANTIES AND REPRESENTATIONS.** Customer hereby warrants and represents that:
- a. Customer has the legal right and is duly authorized to enter into the Agreement and no part of the Agreement conflicts with any other agreements or obligations binding or applicable to Customer.
 - b. Customer will promptly and completely install, use, test, and inspect the Products and/or Service and advise Company in writing of any inadequacies or shortcomings within one hundred twenty (120) days from the date that access to the Products and/or Service is first provided.
 - c. Customer will utilize the Products and/or Service only as expressly permitted by the Agreement.
 - d. Customer will not do any act or thing or fail to do any act or thing or permit or allow any other party to do any act or thing or fail to do any act or thing, that could harm or diminish Company's rights in or to the Products and/or Service, including the copyrights, trademarks, and intellectual property therein.
 - e. Customer will not make copies of, distribute, or permit any use of the Products and/or Service, or any related intellectual property, other than as specifically authorized by the Agreement.
 - f. Customer acknowledges and agrees that there will be times when access to the Products and/or Service may be limited or interrupted and that any such lack of access, regardless of timing, is not a breach of the Agreement.
 - g. Customer will not, nor permit or allow any other party over which it exercises control to, reverse engineer or otherwise analyze, reconstruct, disassemble, or reproduce any portion of the Products and/or Service in any way.
 - h. Customer will furnish, at its sole expense, all computer and network hardware and software with adequate system configuration and maintenance and adequate internet service to operate the Products and/or Service.
 - i. Customer will assume the entire risk as to the quality, results, and performance of the Service as well as the entire risk and cost of all service, repair, or correction to Customer's hardware or software related to the use of the Service.
 - j. Customer has followed all applicable procurement and governance statutes, policies, procedures, and/or regulations necessary to enter into the Agreement.
 - k. As an educational service provider, Company represents and warrants to Customer that it is not subject to the Individuals with Disabilities Education Act ("IDEA") and will not be a party to any individualized education program ("IEP") prepared by Customer. Customer is solely responsible for ensuring that any student with a disability receives appropriate education as required by IDEA and receives any and all accommodations, supports, and/or services necessary to utilize the Products

and/or Service. Upon the mutual written agreement of the parties, Company will make reasonable efforts to facilitate students with disabilities utilization of the Service, if not changing the fundamental nature of the Service or resulting in undue administrative hardships or costs.

11. TECHNICAL SUPPORT AND OPERABILITY. Company will provide Customer with technical support for the proper and intended use of the Products and/or Service subject to Customer's payment in full of all amounts due Company and so long as Customer is not in breach of the Agreement. The following issues are not covered by Company technical support and Customer will not rely on any statements made on the following technical support matters or any other matter other than proper and intended use of the Products and/or Service:
 - a. Network issues including internet connectivity or speed, internet service providers, online service providers, spyware, viruses, malware, faulty communications, etc.
 - b. Hardware issues including switches, hubs, modems, routers, firewalls, computers, etc.
 - c. Infrastructure issues including power, electrical, cable, internet connection, etc.
 - d. Issues related to Customer's use of third party software that are not caused by or related to the Service, as determined by Company in Company's sole discretion.

12. DISCLAIMER.
 - a. Company makes no representation or warranty express or implied concerning the compatibility or operability of the Products or Service with any particular operating system or software. Company is not responsible or liable for any hardware failure, operating system or software conflict, server or security issue, or any other condition compromising or interfering with the operability or functioning of the Products or Service.
 - b. **THE PRODUCTS AND/OR SERVICE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS AND/OR SERVICE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON- INFRINGEMENT OF THIRD PARTY RIGHTS.**
 - c. **COMPANY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCTS AND/OR SERVICE ARE FREE OF ERROR OR WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS, THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE PRODUCTS OR SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

- d. The disclaimers set forth in these Terms supersede any and all statements, information, or demonstrations, oral or written, by Company, its representatives, dealers, distributors, agents, or employees. No statements that are not set forth expressly and specifically in this Agreement will create a warranty or in any way increase the scope of this Agreement and Customer may not rely on any such information, advice, suggestions, or recommendations.

13. LIMITATION OF LIABILITY. COMPANY, ITS SUBSIDIARIES, AFFILIATES, AND ASSIGNS, AND EACH OF THEIR DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, PARTNERS, AND EMPLOYEES, WILL NOT BE LIABLE TO CUSTOMER, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING DAMAGES FOR LOSS OF FUNDS OR PROPERTY, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR ANY OTHER HARDSHIP, DAMAGES, OR LOSSES ARISING OUT OF OR RELATED TO: THE USE OR INABILITY TO USE THE PRODUCTS OR SERVICE, HOWEVER CAUSED; UNAUTHORIZED OR ACCIDENTAL ACCESS TO OR ALTERATION OF DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR ANY MATTER RELATING TO THE USE OF THE PRODUCTS OR SERVICE; AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY COMPANY FROM CUSTOMER.

14. TERMINATION.

- a. The Agreement and any and all rights to access or use the Products and/or Service will terminate upon: (i) expiration of the Term if either party notifies the other party in writing at least thirty (30) days before the expiration of the Term that it will not be extended; (ii) mutual written agreement of the parties; or (iii) notice of termination to a breaching party following a material, uncured breach hereof.
- b. Upon termination, Customer will immediately pay Company any and all amounts due. No refunds, whether prorated or otherwise, will be due Customer hereunder unless specifically agreed upon by the parties in writing.
- c. Upon termination, Customer and all Authorized Users will discontinue access to and use of the Products and/or Service and all rights granted to Customer and Authorized Users under the Agreement will revert to Company.
- d. Within thirty (30) days of termination, at Customer's sole cost and expense, Customer will irrevocably and entirely delete and ensure the deletion of all Product and Service components and materials, and any and all copies thereof, within the possession or control of Customer or Authorized Users, in whatever form then existing, including translations or compilations, whether partial or complete, and whether or not modified or merged into other software.

Company has the right to obtain upon request, within thirty (30) days of termination, Customer's written statement under oath that all Product and Service components and materials have been destroyed and deleted, including the names of the person(s) responsible for the destruction and/or deletion and the date(s) on which it was completed.

15. **SUSPENSION.** If Customer is in breach of any term of the Agreement, upon fifteen (15) days written notice and an opportunity to cure such breach, Company may elect to suspend Customer's access to the Products and/or Service until such breach is cured or the Agreement is terminated according to its terms.
16. **FORCE MAJEURE.** If either party's failure to perform under the Agreement is caused by the unavailability of services or materials, labor disputes, governmental restrictions, or any other circumstances beyond such party's control, the failure to perform will not terminate this Agreement unless such failure continues for a period of more than six (6) months, following which either party, at its option, may terminate the Agreement by written notice to the other party.
17. **ASSIGNMENT.** Neither party may assign the Agreement, or any part thereof, without written permission from the other party, except for the unconditional right of Company to assign or otherwise transfer the Agreement to any affiliate or any party acquiring a substantial portion of Company's business or assets.
18. **CONTROLLING LAW.** The Agreement will be governed by the Uniform Commercial Code and California law. The parties hereby consent to the exclusive jurisdiction of the courts located in Los Angeles County, California and agree that, in any action arising from or related to the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs.
19. **CONTROVERSIES.** The parties agree that as a condition precedent to any party initiating any lawsuit to assert a claim for monetary damages arising out of or relating to the Agreement, such party will first participate in good faith mediation before a mutually agreed upon mediator in Los Angeles County, California. Resulting mediation fees will be borne equally by the parties. Any dispute unresolved after mediation will be decided by arbitration in Los Angeles County, California and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.
20. **REIMBURSEMENT RIGHTS.** To the extent that Company or Customer breaches or allegedly breaches an obligation, covenant, representation, or warranty to the other party ("Other Party") and such breach gives rise to a claim by a third-party against the Other Party, the parties agree that breaching party ("Responsible Party") will

reimburse and be financially responsible to the Other Party for any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees and court costs) demanded, claimed, or obtained by a third-party against the Other Party. This contractual right of reimbursement will be cumulative and will not be exclusive of any other right or remedy which may be available.

21. SEVERABILITY. If any provision of the Agreement is found to be void, invalid, or unenforceable, such provision will be reformed so as to be enforceable or severed and the Agreement with such provision reformed or severed will remain in full force and effect to the extent permitted by law.
22. WAIVER. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing signed by the party claimed to have waived or consented. A waiver of any term or condition will not be deemed a waiver of such term or condition for the future, or of any subsequent breach thereof, nor a permanent modification of such provision or of the Agreement.
23. NOTICE. Any notice hereunder other than regular statements, invoices, or payments will be sent prepaid to the applicable address stated in the Agreement via certified or registered mail, return receipt requested, or overnight traceable courier (e.g. FedEx, UPS) and will be deemed delivered upon proof of receipt. Notices to Company will be Attention: Legal Department with a copy via email to: legal@glynlyon.com.
24. ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements, understandings, promises, and undertakings, if any, made orally or in writing, by or on behalf of the parties with respect to said subject matter. Any use of "including" herein means without limitation. No modification, amendment, waiver, termination, or discharge of any provision hereof will be binding unless confirmed in writing and executed by both parties. Each party has had the time and opportunity to consult legal and professional counsel of its choice regarding the Agreement. Neither the Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party, whether under any rule of construction or otherwise. On the contrary, the Agreement will be construed and interpreted according to the fair meaning of the words used so as to accomplish the purposes and intentions of the parties. The Agreement may be executed in counterparts, including facsimile and email versions, each of which will be deemed an original and all of which taken together with these Terms will constitute a single instrument.

ODYSSEYWARE ADDENDUM

1. GRANT OF RIGHTS.

- a. The quantity of Concurrent Licenses, User Licenses, and/or Single Course Student licenses granted hereunder is set forth in the Agreement and in any invoice for extension of the Term that is fully paid by Customer.
- b. A "Concurrent License" means an individual license to access the Service via the internet as follows: A Concurrent License may be used by any number of Authorized Users, but each Concurrent License may not be used by more than one (1) Authorized User at the same time. The maximum number of Authorized Users that may access and use the Service at the same time shall be no more than the number of Concurrent Licenses specified in the Agreement or any fully-paid invoice for an extension of the Term.
- c. A "User License" shall mean a license to access the Service via the internet as follows: A User License is issued to a single and identified Authorized User and only that Authorized User shall be permitted to access or use the Service via that User License. Once a User License is assigned to an Authorized User, it may not be transferred to or used by another Authorized User except if the Authorized User to whom the User License was initially assigned graduates from, drops out of, transfers out of, or dis-enrolls from Customer's facility or institution. A User License can be transferred to another Authorized User as permitted herein no more than once.
- d. In addition to and independent of the Concurrent Licenses and User Licenses granted hereunder, if so indicated in the Agreement, Customer may license individual courses for an Authorized User not utilizing a Concurrent License or User License ("Single Course Student") upon payment of the per-course fee specified in the Agreement. Customer may purchase only one (1) course for any Single Course Student and shall pay the per-course fee in full in advance of Company granting access to the Single Course Student.

2. CUSTOMIZATION TOOL.

- a. Company may provide Customer with access to an application allowing for the creation, modification, and deletion of portions of Service curriculum ("Customization Tool"). Customer acknowledges and agrees that any and all content or material Customer modifies with the Customization Tool ("OW Content") shall be the sole and exclusive property of Company. Customer, for itself and its Authorized Users, hereby assigns, quit-claims, and waives any and all rights to any OW Content.
- b. Company acknowledges and agrees that any and all original content created by Customer with the Customization Tool ("Customer Content") shall be the sole and exclusive property of Customer. If Customer used any Odysseyware content whatsoever in creating its Customer Content, Customer hereby grants Company a non-exclusive, perpetual, worldwide, irrevocable, royalty-free license to use and exploit all Custom Content in connection with the Service. Customer will reimburse and be financially responsible to the Company for any and all

liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) demanded, claimed, or obtained by a third-party against Company for any infringement of rights related to the Custom Content.

- c. Customer and its Authorized Users shall not use the Customization Tool in any manner that could infringe upon any proprietary rights of any party or that could defame, slander, or libel any party, or to add or provide access to any content that Company deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, as determined by Company in its sole discretion.
- d. **COMPANY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE CUSTOMIZATION TOOL INCLUDING, WITHOUT LIMITATION, THE CONTENTS OF THE CUSTOM CONTENT.**

ODYSSEYWARE ACADEMY ADDENDUM

1. GRANT OF RIGHTS. Rights are granted to Authorized Users on a "per student, per course" basis. An Authorized User may only utilize the Service for the courses in which the Authorized User is enrolled. Company will grade all assignments not automatically graded via the Service; provide Customer with access to Company teachers via the Service; and document Authorized Users' performance with grade reports. If an Authorized User does not use the Service for any course(s) within twenty-four (24) months of Company receiving Customer's purchase order for such course(s) ("Forfeit Date"), access to such course(s) will be permanently forfeited on the Forfeit Date. Customer may deliver a written request for extension to the Company no later than 30 days prior to the Forfeit Date and Company will approve or reject any such extension request in Company's reasonable discretion. If an Authorized User does not use the Service for any course(s) within twenty-four (24) months of Company receiving Customer's purchase order for such course(s), access to such course(s) will be permanently forfeited.

2. SCHOOL RESPONSIBILITIES. In consideration of Company's provision of the Service, School will:
 - a. Provide all necessary on-site supervisory staff at School's sole cost and expense;
 - b. Ensure that students have the ability to access the Service including all technological and physical facilities and equipment;
 - c. Provide all appropriate and/or legally required liability insurance for operating a School, ensure that said insurance is fully funded, paid for, continual, uninterrupted, and names Company as an additional or other insured, and provide Company with written proof of such insurance, all at School's sole cost and expense;
 - d. deleted;
 - e. Comply with all applicable requirements regarding non-public funded educational options including graduation requirements;
 - f. Provide academic counseling for students including prescribing course work based upon transcripts, grade reports, and placement test scores;
 - g. Provide and account for all student documentation not provided by the Service including transcripts, grades, attendance records, consent forms, and health records;
 - h. Obtain registration information from all students enrolled in the Service; and
 - i. Appoint a single, individual, full-time employee to act as its agent hereunder and serve as the primary contact person for communication with Company regarding the Service ("Partner Administrator"). School represents and warrants that its Partner Administrator will:
 - i. Communicate directly with parents of students regarding all

applicable Service-related issues including test results, course assignments, graduation requirements, lesson plans, completion of daily course work, and study habits. School acknowledges and agrees that Company is not required to communicate with students' parents or guardians and that such communication regarding relevant issues is the sole obligation of School and Partner Administrator.

- ii. Supervise students' work including proctoring tests, monitoring daily work, ensuring compliance with lesson plans, setting progress goals, and submitting report forms. Company may block access to students' work to ensure academic integrity and the Partner Administrator will contact Company to request student access to such work.
- iii. Communicate with Company-designated Partnership Manager at all times to review and evaluate students' progress, program goals, and other concerns related to the Service.

3. **TERMINATION.** In the event Customer ceases to provide educational services to Authorized Users prior to Authorized Users' completion of course work hereunder, Customer will provide to Company contact information for all Authorized Users' parents and Company may thereafter communicate with parents regarding Authorized Users' re-enrollment in the Service.

ODYSSEYWARE CURRICULUM ADDENDUM

1. CUSTOMIZATION OF CONTENT.
 - a. Customer acknowledges and agrees that any and all content or material used, added, modified, or created through or in connection with the Products ("Custom Content") shall be the sole and exclusive property of Company. Customer, for itself and its Authorized Users, hereby assigns, quit-claims, and waives any and all rights to any Custom Content.
 - b. Customer and its Authorized Users shall not use the Products in any manner that could infringe upon any proprietary rights of any party or that could defame, slander, or libel any party, or to add or provide access to any content that Company deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, as determined by Company in its sole discretion.
 - c. **COMPANY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

SERVICE LEVELS

1. Service Level Commitment: Except as provided herein, the annual service level for site access to the Application by licensed and authorized end users is 99.9 %. This service level provides that the Application site will be accessible and able to send or receive traffic but does not assure that any particular components or features will be available. At any given time, one or components or features of the Application may be unavailable for a limited duration.

2. Exceptions to Service Level Commitment: The service level commitment for access to the Application does not apply and expressly excludes any inability to access the Application:
 - (a) During the designated outage period of all Saturdays from approximately 9:00 p.m. Through 12:00 a.m. (MST), which is the time reserved for maintenance, support and releases ("Designated Outage Period") and during which Licensor may, but is not required to, make access to the Application unavailable;
 - (b) During any other scheduled outage in addition to the Designated Outage Period that is communicated no less than ten (10) days in advance by Licensor to Licensee, for necessary maintenance, upgrades or releases, which shall not occur more than twice in any twelve (12) month period;
 - (c) That is not due to the functionality of the Application or an act or omission of Licensor;
 - (d) That is due to a *force majeure*; act of god; war; the illegal or prohibited act of any third party; a terrorist act; or a power outage; or,
 - (e) That is resulting from or caused by, in whole or part, Licensee's hardware, software, technology, or that of any of Licensee's authorized end users or an act or omission of Licensee.

3. Upon a site outage reported to Licensor that is not due to one or more of the events identified in paragraph 2, Licensor typically responds within 90 minutes of the reported outage with an estimate of the time by which a resolution of the outage will be achieved.

4. If Licensee's access to the Application is unavailable for a period of more than three (3) hours after Licensee's report of the outage to Licensor for reasons other than those set for in paragraph 2 above ("Outage Event"), and if Licensee experiences three Outage Events occur during any twelve (12) month period, each of which was promptly reported by Licensee to Licensor at the time of the Outage Event, Licensee shall receive upon request a one month extension of the Term of Licensee's license of the Application for each Outage Event that occurs thereafter within the same twelve (12) month period by submitting such request for extension of the Term within ten (10) business days after each subsequent Outage Event to Legal@glynlyon.com and include in the request the name, address and contact individual of Licensee; the date and time of the Outage Event for which the extension is being requested and of the three prior Outage Events.

Odysseyware® Terms of Use

By using or allowing others to use the software, materials, interactive features, and website associated with the Odysseyware® website (“Website”), you (the “User”) are agreeing to be bound by these legal terms and conditions (“Agreement”). Any person interacting with the Website in any way, including but not limited to students, teachers, administrators, and parents, are Users for the purposes of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not use this Website. If you are dissatisfied with this Website, any Website content, or the terms and conditions of this Agreement, you agree that your sole and exclusive remedy is to discontinue your use of this Website. You acknowledge and accept that your use of this Website is at your sole risk. You represent you have the legal capacity and authority to accept these Legal Terms and Conditions on behalf of yourself or any party you represent. Certain terms of this Agreement may not apply to your use of the Website however all applicable terms are nonetheless binding. As the parent of Odysseyware and rightful owner of the Website, Glynlyon, Inc., (“Glynlyon”) reserves the right to change or terminate the terms of this Agreement at any time and from time to time without any notice to you by posting said changes on the [Odysseyware](#) website. Any such changes are hereby incorporated into this Agreement by reference as though fully set forth herein.

A. General Provisions

- 1. Indemnification.** You, the User of this Website, agree to indemnify and hold Glynlyon, its subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys’ fees (collectively the “Costs”), arising out of this Agreement or in connection with any use of the Website including but not limited to any damages, losses, or liabilities whatsoever with respect to damage to any property or loss of any data arising from the possession, use, or operation of the Website by the User or any customers, users, students, or others, or arising from transmission of information or the lack thereof connected with the Website described in this Agreement, except to the extent that any such Costs, damages, losses or liabilities arise out of the gross negligence or willful misconduct of Glynlyon.
- 2. Termination.** This Agreement shall remain in effect until terminated. This Agreement may be terminated at Glynlyon’s sole discretion and without prior notice, by mutual written agreement between the parties, but not by the User. Glynlyon may suspend or terminate your access to the Website without prior notice and in Glynlyon’s sole discretion and Glynlyon shall not be liable for any such suspension, termination, or deletion or its effects, including but not limited to interruption of business or education, loss of data or property, property damage, or any other hardship, losses, or damages. Glynlyon may unilaterally and without notice terminate this Agreement and/or your access to the Website if you or any other person or entity using the Website violates any provision of this Agreement. Glynlyon shall not be liable to you or to any third party for any termination. Upon termination you or any other person or party using the Website shall cease to use the Website at your sole cost and expense.

- 3. Updates.** At its option, from time to time, Glynlyon may create updated versions of the Website and may make such updates available to you either for a fee or for free. Unless explicitly stated otherwise, any such updates will be subject to the terms of this Agreement including any amendments to this Agreement.
- 4. Proprietary Materials.** All content available through the Website, including designs, text, graphics, pictures, video, information, applications, software, music, sound, and other files, and their selection and arrangement ("Site Content"), as well as all software and materials contained in or related to the Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. You hereby agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such content or materials. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, recreation, database, or directory of Website materials is prohibited except as provided for herein. Use of Website content or materials for any purpose not expressly provided for herein is prohibited.
- 5. Disclaimer of Warranty.** The Website is provided "as is", with all faults and without warranty of any kind. Glynlyon hereby disclaims all warranties with respect to the WEBSITE, either express, implied, or statutory, including but not limited to the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Glynlyon does not warrant, guarantee, or make any representations THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT OR THAT IT WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. You assume the entire risk as to the quality, results, and performance of the Website as well as the entire risk and cost of all service, repair, or correction. No oral or written information, advice, suggestions, or recommendations given by Glynlyon, its representatives, dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of this Agreement and you may not rely on any such information, advice, suggestions, or recommendations. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consumer rights, so some exclusions and limitations may not apply to you.
- 6. Limitation of Liability.** You hereby agree that Glynlyon, its subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners, and employees, shall not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of funds or property, business interruption, loss of business opportunity, loss of data, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Website, however caused; unauthorized or accidental access to or alteration of data; statements or conduct of any third party; or any matter relating to the use of the Website; and even if Glynlyon has been advised of the possibility of such damages. Some jurisdictions do not

allow the exclusion or limitation of certain remedies or damages, so some exclusions and limitations may not apply to you.

7. **Severability.** If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, Glynlyon may reform such provision to the extent necessary to make it effective, enforceable, and legal or such provision may be deemed severed and in either case this Agreement with such provision reformed or severed shall remain in full force and effect to the fullest extent permitted by law. Glynlyon's failure to enforce any part or portion of this Agreement shall not be considered a waiver by Glynlyon.
8. **Controlling Law and Controversies.** This Agreement shall be governed by the laws of the State of California and of the United States. You understand and agree that use of the Website may involve interstate data transmissions which may be considered a transaction in interstate commerce under federal law. If any controversy or claim related to this Agreement cannot be solved by negotiation between the parties, the parties hereby agree to attempt in good faith to settle the dispute through mediation administered by a mutually agreed upon mediator in Los Angeles, California and in accordance with the Commercial Mediation Rules of the American Arbitration Association. If mediation fails to resolve the dispute, the parties hereby agree that the dispute shall be settled through arbitration administered by a mutually agreed upon arbitrator in Los Angeles, California and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision may award reasonable attorneys' fees to the prevailing party and judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between Glynlyon and the User relating to the subject matter hereof and supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing with respect to the subject matter hereof. You may not assign any portion of this Agreement without Glynlyon's written permission which permission may not be unreasonably withheld or delayed. Glynlyon may assign all or any portion of this Agreement in Glynlyon's sole discretion to any successor in interest to its business or operations. Any other assignment by Glynlyon shall require User's consent which shall not be unreasonably withheld or delayed. No modification, amendment, waiver, termination, or discharge of any portion of this Agreement shall be binding unless executed and confirmed in writing by both parties.
10. **Export Prohibitions.** Any export or attempt to export the software either partially or in its entirety, related to the Website is governed by United States law and the laws of the jurisdiction in which you reside. Any export of software related to the Website or any portion thereof in any way prohibited by law or regulations issued by agencies of the United States federal government is hereby prohibited. Portions of the Website may include restricted computer software. Neither the Website nor any portion thereof nor the underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any U.S. embargoed country; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals; or (c) to the U.S. Commerce Department's Denied Persons or Entities List or Table of Denial Orders. You hereby represent and warrant that you are not located in or the resident of any such country or on any such list.

B. End User Terms and Conditions

- 1. Ownership.** This Website and all associated materials provided by Glynlyon are the solely owned or appropriately licensed property of Glynlyon. The Website is licensed, not sold, to you under the terms of this Agreement. Glynlyon does not sell any title, ownership right, or interest in or to the Website. By using this Website, you are agreeing only to a non-exclusive, nontransferable license to use, according to the terms of this Agreement, the Website and any software programs or other proprietary material of third parties that are incorporated into the Website. Glynlyon reserves and retains all applicable right, title, and interest (including but not limited to copyrights, patents, trademarks, and service marks and other intellectual property rights) in and to the Website and all associated materials. Any remuneration paid for this product constitutes a license fee for the use of the Website.
- 2. Use.**

 - a. The copying, reproduction, duplication, translation, reverse engineering, adaptation, decompilation, disassembly, reverse assembly, modification, or alteration of the Website or any portion thereof is expressly prohibited without the prior written consent of Glynlyon except as provided for herein. The merger or inclusion of the Website or any portion thereof with any computer program, and the creation of derivative works or programs from the Website or any portion thereof, is also expressly prohibited without the prior written consent of Glynlyon.
 - b. Requests for permission to reproduce, duplicate, adapt, or otherwise exploit any portion of the Website should be submitted in writing to the Glynlyon address listed at the bottom of this Agreement. Any permissions granted shall be in the sole and exclusive discretion of Glynlyon.
 - c. Neither the Website nor any part thereof may be rented, leased, sold, assigned, transferred, re-licensed, sub-licensed, or conveyed for any purpose. Any attempted rental, lease, sale, assignment, transfer, re-license, sub-license, conveyance, gift, or other disposition of the Website in violation of this Agreement is null and void. Any act or failure to prevent an act in violation of this Agreement may result in civil and/or criminal prosecution.
 - d. Programs or software developed and/or owned by entities other than Glynlyon and included with or incorporated into the Website (“Third Party Software”) is subject to and its use is governed by this Agreement. The use of Third Party Software except as for any purpose other than its intended use in conjunction with the Website is prohibited.
- 3. Registration and Identifying Information.** You hereby represent and warrant that any and all information provided by you to Glynlyon shall be complete, true, accurate, and current in all respects and that you shall update any changes to information as soon as such changes occur. As related to your use of the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account and password. When providing any identifying information about students or minors, you

hereby represent and warrant that you are authorized to provide such information and that you have read and agreed to the terms of the Privacy Policy included in this Agreement and associated with this Website.

4. Hosting Policy.

- a. Glynlyon may but is not obligated to provide database services to manage student records solely related to the use and application of the Website ("Hosting Services").
- b. Hosting Services provided by Glynlyon in connection with the purchase and use of the Website are included in any price paid for the Website and Glynlyon is not responsible nor will Glynlyon provide or offer any discounts or credits if you do not have adequate facilities or equipment to utilize the Hosting Services.
- c. You agree to exercise the utmost vigilance and care in protecting all information to be transmitted via Glynlyon's Hosting Services. Glynlyon is not responsible for any lost, stolen, or otherwise mismanaged data transmitted pursuant to this Agreement.
- d. Any and all information transmitted pursuant to this Agreement shall be subject to and covered by the indemnifications, liability limitations, and Privacy Policy included herein.
- e. Glynlyon reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Hosting Services (or any part thereof) with or without notice. Glynlyon shall not be liable to you, the User, or to any third party for any modification, suspension, or discontinuance of the Hosting Services, for your or any third party's use of the Hosting Services, or for any damages originating therefrom. In no event shall you be entitled to receive a rebate, refund, credit or reduction of any costs or fees which you agreed to pay for the Website.

- 5. Third Party Sites and Content.** The Website may contain (or may send you through or to) links to other websites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Content"). Glynlyon does not check such Third-Party Sites and Third-Party Content for accuracy, appropriateness, or completeness and Glynlyon is not responsible for any Third-Party Sites accessed through use of the Website or for any Third Party Content posted on, available through, or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site or any Third-Party Content does not imply approval or endorsement thereof by Glynlyon. Although some computers may employ filtering software to prevent access to certain Third-Party Sites, Glynlyon shall have no responsibility or liability whatsoever for any Third-Party Sites or Third-Party Content accessed through use of the Website.

- 6. User Conduct.** You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise created, used, posted, transmitted, or shared by you or others through you on or through the Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or

proprietary rights; or contain libelous, defamatory, or otherwise unlawful material. You further agree not to use the Website to:

- a. Collect email addresses or other contact information of other users from the website;
 - b. Send unsolicited communications to other users of the website;
 - c. Take any unlawful or unauthorized actions or in any way damage, disable, overburden, or impair the website or the intellectual property rights owned or licensed by Glynlyon as described elsewhere herein;
 - d. Upload, post, transmit, share, store, or otherwise make available any content that Glynlyon deems harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable in Glynlyon's sole discretion;
 - e. Misrepresent yourself, your age, or your affiliation with any person or entity;
 - f. Upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - g. Upload, post, transmit, share, store, or otherwise make publicly available through the website any private information of any third party;
 - h. Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial, unauthorized, or unlawful purposes;
 - i. Upload, post, transmit, share, or otherwise make available any material that contains software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
 - j. Intimidate or harass another;
 - k. Upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
 - l. Use or attempt to use another's account, service, or system or create a false identity on the website;
 - m. Interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies, or regulations of networks connected to the website;
 - n. Upload, post, transmit, share, store, or otherwise make available content that infringes any proprietary rights of any party or defames, slanders, or libels any party, or otherwise violates any law of the united states or the jurisdiction in which you reside;
 - o. Upload, post, transmit, share, store, or otherwise make available content that, in the sole judgment of Glynlyon, is objectionable or which restricts or inhibits any other person from using or enjoying the website, or which may expose Glynlyon or its users to any harm or liability of any type;
 - p. Facilitate or encourage any violations of this agreement.
7. **User Content.** You are solely responsible for the profiles (including any name, image, or likeness), messages, notes, text, information, listings, and other content that you upload, publish, or display on or through the Website ("User Content"). Posting, transmitting, or

sharing User Content through the Website that you did not create, that you do not have the rights to, or that you do not have permission to post is prohibited. You understand and agree that Glynlyon may, but is not obligated to, review and may delete or remove (with notice) any User Content in its sole discretion, for any violation of the aforementioned prohibitions, including User Content that in Glynlyon's sole judgment violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to Glynlyon. When you post User Content, you authorize and direct Glynlyon to make such copies thereof as Glynlyon deems necessary in order to facilitate the posting, storage, and use of the User Content. If User used any Website content whatsoever in creating its User Content, you automatically grant, and you represent and warrant that you have the right to grant, to Glynlyon an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Website or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing.

- 8. Customization Tool.** Through your use of the Website, Glynlyon may provide you access to an application allowing for the creation, modification, and deletion of portions of the Website and its related curriculum ("Customization Tool"). Your use of the Customization Tool is wholly governed by this Agreement. You shall not use the Customization Tool to create any materials which infringe any proprietary rights of any party or defames, slanders, or libels any party, or any content that Glynlyon deems in its sole discretion to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable, or otherwise violates any law of the United States or the jurisdiction in which you reside. Glynlyon shall retain all right, title, and interest in and to all materials originally provided as part of the Website. You shall not own any right, title, or interest in or to any material created through the use of the Customization Tool nor may you rent, lease, sell, assign, transfer, re-license, sub-license, convey, gift, or otherwise dispose of any material created through the use of the Customization Tool. Glynlyon shall own all right, title, and interest in and to any material created through the use of the Customization Tool unless such materials defame, libel, slander, or infringe or otherwise violate the rights of any third party or are unauthorized in Glynlyon's sole discretion. Glynlyon hereby disclaims for all purposes and in all circumstances any responsibility or liability for any materials created through the use of the Customization Tool.
- 9. Technical Support.** Glynlyon may provide technical support to you only for your use of the Website. You must have uninterrupted Internet access in order to receive technical support. Under no circumstances is Glynlyon obligated to provide technical support for the following issues:

 - a. Network issues such as Internet Service Providers, spy ware, viruses, loss of communication on the network and similar issues.
 - b. Hardware issues such as switches, hubs, modems, routers, firewalls and similar items.

- c. Infrastructure issues such as power, electrical, or other instances beyond Glynlyon's reasonable control.
- d. Issues not related to the use of the Website, as determined by Glynlyon in Glynlyon's reasonable discretion.

C. Third Party Notices

The Website may incorporate or have been created with the use of and in conjunction with Third Party Software. This Third-Party Software may only be used in conjunction with the Website and you may not use this Third Party Software for any other purpose or with any other product or service at any time or for any reason.

Glynlyon Contact Information

Glynlyon, Inc.
Attn: Legal Department
300 North McKemy Ave.
Chandler, AZ 85226

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Appendix A

Course Guide

CORE COURSES & ELECTIVES

Courses in **BOLD** indicate full-year courses.

- Odysseyware Full Course Library License includes all items listed plus additional content resources and other LMS features
- Easy-to-use course customization and teacher authoring tools
- Credit recovery, remediation & acceleration solutions
- Single platform supports multiple uses: intervention, credit recovery, online learning, blended learning, and more!
- Videos and interactive activities
- Dashboard progress monitoring and extensive reporting options
- Individualized Learning Path option with NWEA™ MAP® Growth™ assessment scores
- Search by State Standards, CCSS, and other search options

ENGLISH LANGUAGE ARTS

Language Arts 300	
Language Arts 400	
Language Arts 500	
English Grade 6	2198
English Grade 7	2198
English Grade 8	2198
English 9	A-G 2130
English 10	A-G 2131
English 11	A-G 2132
English 12	A-G 2133
English I Fundamentals	A-G
English II Fundamentals	A-G
English III Fundamentals	A-G
English IV Fundamentals	A-G
Spelling 300	
Spelling 400	
Spelling 500	
Spelling 600	

MATHEMATICS

Mathematics 300	
Mathematics 400	
Mathematics 500	
Mathematics Grade 6 – Common Core	2434
Mathematics Grade 7 – Common Core	2435
Mathematics Grade 8 – Common Core	2436
Algebra I Fundamentals	A-G
Algebra I	A-G
Geometry Fundamentals	A-G
Geometry	A-G
Algebra II Fundamentals	A-G
Algebra II	A-G
Integrated Mathematics I: Common Core	A-G 2440
Integrated Mathematics II: Common Core	A-G 2441
Integrated Mathematics III: Common Core	A-G 2442
Pre-calculus – Common Core	A-G 2444
Probability & Statistics (Available 2018-19)	
Advanced Algebra	A-G
Analytic Geometry	A-G
Coordinate Algebra	A-G
<i>Electives:</i>	
Consumer Math	A-G
Trigonometry	A-G

WORLD LANGUAGES

French I	A-G
French II	A-G
Spanish I	A-G
Spanish II	A-G
Spanish II	A-G

SCIENCE

Science 300	
Science 400	
Science 500	
Science 600	
Science Grade 7	2653
Science Grade 8	2654
Biology	A-G 2603
Chemistry	A-G 2607
Physics	A-G 2613
Integrated Physics and Chemistry	A-G
<i>Electives:</i>	
Earth Science	A-G 2618
Environmental Science	A-G

HISTORY/SOCIAL SCIENCE

History and Geography 300	
History and Geography 400	
History and Geography 500	
History and Geography 600	
Civics (Available 2018-19)	
World History and Geography: Medieval and Early Modern Times	2734
World Civilizations	A-G
World Geography	A-G
United States History and Geography: Growth and Conflict	2734
World History, Culture, and Geography: The Modern World	A-G 2711
United States History and Geography: Continuity and Change in the Twentieth Century	A-G 2709
United States History: Foundations to Present	A-G
United States History: Reconstruction to Present	A-G
Principles of American Democracy	A-G 2703
<i>Electives:</i>	
Civil War	A-G
Economics	A-G 2701
Personal Financial Literacy	
Psychology	A-G
Twentieth Century American History	A-G
Vietnam Era	A-G

FINE ARTS

Art History	
Digital Arts	
Media Studies	
Music Appreciation	A-G
Music Theory	A-G

BUSINESS

Business Computer Information Systems	
Essentials of Business	
Essentials of Communication (Speech)	
Technology and Research	

HEALTH

Health Quest	
Health Education	
California Health (Available December 2017)	
Personal and Family Living	
Physical Education	
Physical Fitness	

ASSESSMENTS, DIAGNOSTICS AND TEST-PREP RESOURCES

SPARK Assessment and Remediation Tool for English Language Arts and Mathematics	
ACT® Test Prep	
GED® Test Prep	
HiSET® Test Prep	
TASC Test Assessing Secondary Completion™ Prep	
Essentials of Mathematics	
Essentials of Language Arts	
Skills and Diagnostic Tests for English Grammar and Mathematics	

ADVANCED PLACEMENT® (USE WITH AP® COURSES)

Calculus	
Comparative Government and Politics	
English Language and Composition	
Human Geography	
Macroeconomics	
U.S. Government and Politics	
U.S. History	

BLENDED LEARNING LIBRARY

Mathematics 700 Resources	
Mathematics 800 Resources	
Algebra I Resources	
Algebra II Resources	
Geometry Resources	
Language Arts 600 Resources	
Language Arts 700 Resources	
Language Arts 800 Resources	
English I Resources	
English II Resources	
English III Resources	
English IV Resources	

A-G indicates courses are approved by UCOP.

As of October 2017, Future course offerings subject to change. AP® is a registered trademark of the College Board®, which was not involved in the production of, and does not endorse, this product. GED® is a registered trademark of the American Council on Education and may not be used without permission. The GED® and GED Testing Service® brands are administered by GED Testing Service LLC under license. This work is not authorized, endorsed, or licensed by American Council on Education or GED Testing Service, and any reference to "GED" in the title or body of this work is in no way intended to imply an affiliation with, or sponsorship by, GED Testing Service or any state or entity authorized to provide GED® branded goods or services. ACT® is the registered trademark of ACT, Inc. TASC Test Assessing Secondary Completion™ is a brand name and trademark for McGraw-Hill School Education Holdings, LLC. TOEIC (HSET®) is a registered trademark of Educational Testing Service (ETS). This product is not endorsed or approved by ETS.

CAREER & TECHNICAL EDUCATION COURSES

As more schools expand CTE programs, Odysseyware provides a wide array of courses to support all 16 career clusters. Our rigorous, media-rich 80+ CTE courses prepare students for the workforce and post-secondary education.

MIDDLE SCHOOL

Career Explorations I	
Career Explorations II	
Career Explorations III	
Keyboarding and Applications	
Principles of Coding	

AGRICULTURE, FOOD & NATURAL RESOURCES

Introduction to Agriculture, Food, and Natural Resources	A-G
Agribusiness Systems	A-G
Animal Systems	A-G
Environmental Service Systems	A-G
Food Products and Processing Systems	A-G
Natural Resources Systems	A-G
Plant Systems	A-G
Power, Structural, and Technical Systems	

BUSINESS MANAGEMENT & ADMINISTRATION

Business Law	A-G
Career Management	A-G
Office 2010 Applications 1 Microsoft Word®, PowerPoint®, and Publisher®	A-G
Office 2010 Applications 2 Microsoft Excel® and Access®	A-G
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A-G

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A-G

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A-G

Transportation and Tours for the Traveler

A-G

CALIFORNIA COURSE GUIDE 2017-18 & 2018-19

A-G indicates courses are approved by UCOP. A-G* indicates new course submissions for 2017-18 pending approval by UCOP.

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COURSE GUIDE FOR GRADE 6-12 STUDENTS

AVAILABLE NOW FOR GRADES 6-12

Adrenaline
Anger Management
Avoiding Exploitation
Black and White Thinking
*Bullying/Cyberbullying
Character Traits
Coping Strategies
Cultural Implications Within Family and Learned Behavior
*Digital Citizenship
*Future Goals
Getting to Know You
Healthy Communication
Impulsive Decision-Making
Irrational Thinking
Learned Helplessness
*Motivation
Primary and Secondary Impacts of Behavior
Putting it all Together
Raising Awareness About Opiates
Refocus
Refusal Skills
Restorative Practices
*Self-Esteem
Strategies for Successful Return to School
Substance Abuse
Talking to Parents and Guardians
Talking to Peers
Truancy
Vision of Self

NOTE: Courses marked with an asterisk are recommended for use as prevention courses. However, other courses may be substituted for these. All courses may be used for prevention or intervention.

COMING SOON FOR GRADES 6-12

Coming Soon for Grades 6-12
Anxiety/Depression
LGBTQ
Mood Management
Aggression
Children of Divorce
Gangs
Self-Harm
Hopelessness

COMING SOON FOR GRADES 3-5

All About Me
Digital Citizenship
Self-Regulation
Healthy Friendships
Goals
Bullying/Cyberbullying
Feeling Proud
Member of My Community
Using my Voice

NOTE: Coming Soon courses marked in BOLD will be first to release.

- All student courses have adult versions for teachers, parents/guardians, and educators.
 - All BASE Education courses are available in both English and Spanish.
 - All student courses are:
 - designed for ages 12-21
 - aligned to Collaborative for Academic, Social, and Emotional Learning (CASEL) competencies
 - based on Multi-tiered System of Support (MTSS) and Positive Behavioral Interventions & Supports (PBIS) best practices.
 - Five Courses approved, sponsored or co-authored by national organizations:
 - **Getting to Know You** - Supported by the *PALS4Ed Organization*
 - **Avoiding Exploitation** - Support from *iEmphasize*
 - **Raising Awareness About Opiates** - Film and Processing Questions - Co-created by the *FBI* and *DEA*. School version video addresses dangers surrounding the growing opiate and heroin epidemic.
 - **Substance Abuse (30 modules)** - Developed in accordance with *FBI* and *Act on Drugs*
 - **Truancy** - Stamp of Approval from *National Center for School Engagement Practices*.
 - All courses may be assigned as Tier 1, 2 or 3*, often in clusters depending on needs or priorities for students. Students or adults may also complete courses based on interest or preference of school or district related to prevention or intervention.
- *Tier 1, 2 and 3 reference: Multi-tiered System of Support (MTSS)



PREPARING STUDENTS FOR COLLEGE, CAREER, & *life*.

Appendix B

Navigation Guides

Not provided

CONFIDENTIAL



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: August 8, 2018

RE: Contract with Odysseyware for Online Curriculum and eLearning Programs Request for Proposal

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

Patrick Ontiveros

Patrick Ontiveros
MPS General Counsel

8/8/2018

Date

Alfredo Rubalcava

Alfredo Rubalcava
MPS CEO & Superintendent

8/8/2018

Date