



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

☐ Yes ☒ No

Time

Open Agenda

☒ Yes ☐ No

ITEM No.:

EE-5.

MEETING DATE

Jul 28 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

TITLE:

Recommendation to Approve Agreement - 56-007V - Apex Learning Digital Curriculum and Professional Development

REQUESTED ACTION:

Approve the Agreement for Apex Learning, Inc. Contract Term: July 29, 2015, through June 30, 2018, 2 Years, 11 Months; User Department: Office of School Performance & Accountability; Award Amount: \$395,400; Awarded Vendor(s): Apex Learning, Inc.; M/WBE Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:

This request is to approve the agreement with Apex Learning, Inc., a provider of blended and virtual learning solutions for school districts throughout the nation. Apex Learning's digital curriculum is widely used for original credit, credit recovery, remediation, intervention, acceleration, and exam preparation. The District has been using Apex since 2009, when it was adopted for use in our schools. Pursuant to School Board Policy 3320, Section II, Rule G, the requirement for requesting competitive solicitations or prior School Board approval is hereby waived as authorized by chapter 6A-1.012 (11)(a) State Board of Education Administrative Code, for the purchase of professional services. This Agreement is for two years and eleven months with an option to renew for two (2) additional one-year periods. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$395,400 for the contract term. The funding source will come from the Workforce Education District Reserve budget.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement (3) Recommendation Tabulation (4) Financial Analysis Worksheet (5) Supplier Evaluations-2 (6) Credit Recovery Memo 5-4-2015

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Valerie Wanza

Phone: 754-321-3818

Name: Ruby Crenshaw

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open
Board Meeting On:

JUL 28 2015

Signature

Maurice Woods

Thursday, July 16, 2015 6:41:04 PM

By:

Donna Fourn

School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve Agreement – 56-007V Apex Learning Digital Curriculum and Professional Development

In the fall of 2013, the District implemented a new online curriculum for all schools. The program provided students access to courses across the K-12 core content areas. Its expressed intent in the workforce schools was for the purpose of high school course credit recovery. In the spring of 2014, the principals in the workforce schools analyzed student success rates and programmatic concerns with the selected credit recovery platform, in comparison to their previous use of the Apex Learning platform. Their efforts resulted in the creation of an 8-page position paper requesting to return to the Apex Learning platform.

The credit recovery program in the workforce schools is designed to provide an alternative education to students who are not meeting success in the traditional school setting. The curriculum, instructional delivery, course pacing, and teaching methodology must be different than the students' previous school experiences. Therefore, these schools must utilize a different academic platform from the traditional schools that allows for a customized approach to credit recovery. In school years 2011-2013, students demonstrated an average success rate of 92 percent in the Apex Learning platform (82%, 97%, and 98%, respectively).

In a May 4, 2015, memorandum to the Board, staff advised of its intent to return to the Apex Learning platform, on a smaller scale in the workforce schools for the 2015 summer term, and presented the Board with an item for full implementation in the workforce schools only for the 2015-2016 school year. Specifically, these schools are Community Schools North, Community Schools South, Dave Thomas Education Center, Hallandale Adult and Community Center, Off-Campus Learning Centers, Seagull Alternative High School, and Whiddon-Rogers Education Center.

The contract presented is for a three (3) year period, with the ability to extend for two (2) additional one-year periods. In addition to access to the online curriculum, professional development for teachers is included for each year. The use of the program will consistently be monitored to ensure there is accountability and academic integrity for credits earned.

Costs for the Subscriptions and Professional Development

Subscriptions

| | |
|---|--|
| 12-month single enrollment subscription for 2,000 units @ \$63.75 each: | \$127,500/year |
| Total for Subscriptions: | 3 years x \$127,500 = \$382,500 |

Professional Development

| | |
|--|---|
| 1 six-hour on-site session: | \$2,200 |
| 1 three-hour online session (can be broken down into three one-hour sessions): | \$ 600 |
| 1 three hour on-site Functionality Training and Best Practices: | <u>\$1,500</u> |
| Total for Professional Development: | \$4,300/year; 3 years x \$4,300 = \$12,900 |
| Total award amount for three (3) years: | \$395,400 |

Each year, the District receives additional teachers and Apex Learning performs updates to its curriculum and platform.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 28 day of July, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

APEX LEARNING, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
1215 4TH Avenue, Suite 1500
Seattle, Washington 98161

WHEREAS, VENDOR provides digital curriculum solutions for secondary education and related services; and

WHEREAS, SBBC desires to have its students, teachers and staff access and use the digital curriculum for professional development and to have VENDOR perform certain related services, all pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Section 6A-1.012(11)(a), Florida Administrative Code, permits the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized in Section 1010.04(4)(a), F.S. for the purchase of professional services; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence **upon execution of both parties** and conclude on **June 30, 2018**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the current contract period. VENDOR will be notified when any recommendation of renewal has been acted upon by SBBC.

2.02 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule:

| Digital Curriculum | Service | Unit Price | Volume Discount | Discounted Unit Price | Quantity | Extended Price |
|-----------------------|---|------------|-----------------|-----------------------|----------|--------------------|
| Comprehensive Courses | 12-month Single Enrollment Subscription | \$125.00 | 49% | \$63.75 | 2,000 | \$127,500 Per year |

| Professional Services | Unit Price | Quantity | Extended Price |
|--|-----------------------------------|----------|------------------|
| Comprehensive Courses Professional Development – Onsite (1) 6-hour Functionality Training and Best Practices | \$2,200 per 6-hour onsite session | 1 | \$2,200 |
| Comprehensive Courses Professional Development – Onsite (1) 6-hour Implementation Strategy and Plan | No Charge | 1 | No Charge |
| Comprehensive Courses Professional Development – (1) 3-hour online Administrator Coaching and Mentoring broken out into (3) 1-hour online sessions | \$600 per 3-hour online session | 1 | \$600 |
| Comprehensive Courses Professional Development – Onsite (1) 3-hour Functionality Training and Best Practices | \$1,500 per 3-hour onsite session | 1 | \$1,500 |
| Professional Services – Total | | | \$4,300 per year |

2.03 **Comprehensive Courses.**

Single Enrollment Subscriptions: A single Enrollment Subscription provides access for a period of 12 months for one student enrolled in one Comprehensive Course. If a student completes or withdraws from the course in which he/she is enrolled, the Single Enrollment Subscription may be utilized to enroll that student or another student in any Comprehensive Course. VENDOR counts the number of course enrollments when Single Enrollment Subscriptions are purchased. The number of course enrollment at one time may not exceed the number of Single Enrollment Subscriptions purchased.

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

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

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

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

2.05 **Parental Consent.** SBBC is responsible for obtaining any necessary parental consent for each student to use VENDOR's digital curriculum.

2.06 **Laboratory Activities.** SBBC is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

2.07 **Professional Development.**

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

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

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

2.08 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.09 **Insurance Requirements.** See Attachment A.

2.10 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this

Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief School Performance & Accountability
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR: Cheryl Vedoe, CEO
Apex Learning, Inc.
1215 4th Avenue, Suite 1500
Seattle, Washington 98161

With a Copy to: Dana Rasmussen, Senior Contract Manager
Apex Learning, Inc.
1215 4th Avenue, Suite 1500
Seattle, Washington 98161

2.12 Background Screening: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.13 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

ARTICLE 3 – SPECIAL CONDITIONS

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

ARTICLE 3 – SPECIAL CONDITIONS

3.09 Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 Student Records: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

ARTICLE 3 – SPECIAL CONDITIONS

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

ARTICLE 3 – SPECIAL CONDITIONS

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

APEX LEARNING, INC.

ATTEST:

By

[Signature]
(Cheryl Vedoe, CEO)

_____, Secretary

-or-

Witness

[Signature]
(Cary Mark, VP-Technology)

Witness

[Signature]
(Cynthia T. Rogan, VP-marketing)

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF

Washington

COUNTY OF

King

The foregoing instrument was acknowledged before me this 7th day of

July

, 2015 by

Cheryl Vedoe

of

Name of Person

Apex Learning Inc.

, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced identification and did/did not first take an oath.

N/A

Type of Identification

My Commission Expires:

11/8/16

[Signature]
Signature – Notary Public

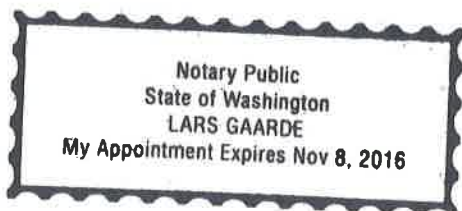
Lars Gaarde

Printed Name of Notary

162304

Notary's Commission No.

(SEAL)



INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(**Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida
Procurement & Warehousing Services

Agreement No.: 56-007V Tentative Board Meeting Date*: JULY 28, 2015

Description: APEX LEARNING DIGITAL CLASSROOM AND
PROFESSIONAL DEVELOPMENT

For: OFFICE OF SCHOOL PERFORMANCE & ACCOUNTABILITY
(School/Department)

Fund: WORFORCE EDUCATION DISTRICT RESERVE BUDGET

Award Amount: \$395,400

RECOMMENDATION/TABULATION

RECOMMENDED VENDOR'S NAME

APEX LEARNING, INC.

IN ACCORDANCE WITH THE DEPARTMENT OF EDUCATION RULE 6A-1.012(11)(a) AND SCHOOL BOARD POLICY 3320, RULE G STATES "THE REQUIREMENT FOR REQUESTING COMPETITIVE SOLICITATIONS IS HEREBY WAIVED BY THE STATE BOARD OF EDUCATION ADMINISTRATIVE RULES FOR THE PURCHASE OF PROFESSIONAL SERVICES." PURCHASES IN EXCESS OF \$50,000 FOR SERVICES WHICH COMPETITIVE SOLICITATIONS HAVE BEEN WAIVED REQUIRE SCHOOL BOARD APPROVAL.

CONTRACT PERIOD: JULY 29, 2015 THROUGH JUNE 30, 2018

By:  Date: 7/21/15
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

FINANCIAL ANALYSIS WORKSHEET

| | | | | | | | | | | | |
|--|---------------------------------------|--------------|----------|----------------------------|--------------|-----------------------------|------|--------------------------|--------------|------------------------------|-----------|
| Buyer/PA: Charles High | Preparation Date: July 2, 2015 | | | | | | | | | | |
| Bid Number: 56-007V | | | | | | | | | | | |
| Bid Title: Apex Learning Digital Curriculum and Professional Development | | | | | | | | | | | |
| Award Amount: \$ 395,400 | | | | | | | | | | | |
| | | | | | | | | | | | |
| CURRENT BID #: N/A BID TITLE: Apex Learning Digital and Professional Development Award Period: 8/1/2009 – 6/30/2015 (5 Years, 11 Months) Original Award Amount: \$ 1,294,678 SAP REPORT: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">Report Date:</td> <td style="width: 50%;">7/2/2015</td> </tr> <tr> <td>Amount of Purchase Orders:</td> <td>\$ 1,294,678</td> </tr> <tr> <td>Amount of P-Card Purchases:</td> <td>\$ 0</td> </tr> <tr> <td>Invoiced-to-Date Amount:</td> <td>\$ 1,294,678</td> </tr> <tr> <td>Average Monthly Expenditure:</td> <td>\$ 18,234</td> </tr> </table> | | Report Date: | 7/2/2015 | Amount of Purchase Orders: | \$ 1,294,678 | Amount of P-Card Purchases: | \$ 0 | Invoiced-to-Date Amount: | \$ 1,294,678 | Average Monthly Expenditure: | \$ 18,234 |
| Report Date: | 7/2/2015 | | | | | | | | | | |
| Amount of Purchase Orders: | \$ 1,294,678 | | | | | | | | | | |
| Amount of P-Card Purchases: | \$ 0 | | | | | | | | | | |
| Invoiced-to-Date Amount: | \$ 1,294,678 | | | | | | | | | | |
| Average Monthly Expenditure: | \$ 18,234 | | | | | | | | | | |
| AWARDED VENDORS AMOUNT SPENT | | | | | | | | | | | |
| Apex Learning, Inc. | \$1,294,678 | | | | | | | | | | |
| | | | | | | | | | | | |
| Total | \$1,294,678 | | | | | | | | | | |

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0527 or
E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Apex Learning, Inc.
Supplier Contact: Dana Rasmussen
Contact Telephone: _____

Bld No.: Agreements Purchase Order No.: Various

What was the product / service? Provide digital curriculum and professional development services.

1. How do you rate the supplier in the following areas?

| | 1 Poor | 2 Fair | 3 Good | 4 Very Good | 5 Excellent |
|-----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| Overall Customer Service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Delivery as Scheduled or Promised | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

2. How satisfied are you with the supplier?

| 1 | 2 | 3 | 4 |
|--|---|------------------------------------|--|
| Not Satisfied <input type="checkbox"/> | Somewhat Satisfied <input type="checkbox"/> | Satisfied <input type="checkbox"/> | Very Satisfied <input checked="" type="checkbox"/> |

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

| | 1 Poor | 2 Fair | 3 Good | 4 Very Good | 5 Excellent |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Compliance with Specifications | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Quality as Compared to Similar Products/Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Price as Compared to Similar Products/Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

5. Would you purchase this product or use this vendor again?

| 1 | 2 | 3 | 4 |
|--|-----------------------------------|-----------------------------------|--|
| Very Unlikely <input type="checkbox"/> | Unlikely <input type="checkbox"/> | Probably <input type="checkbox"/> | Definitely <input checked="" type="checkbox"/> |

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: The APEX Product goes above & beyond to provide quality service.

Evaluation Form Completed By:
Name / Title: Guidance Director
School / Department: Community School South
Contact Telephone: 754 321-7467
Participant's Signature: [Signature] Date: _____

SUPPLIER / PRODUCT EVALUATION FORM

The purpose of this evaluation form is to rate a supplier's performance. Completion of this form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier. Please return completed evaluation form to:

Procurement & Warehousing Services Department
Technology and Support Services Center
7720 West Oakland Park Boulevard, Sunrise, Florida 33351
For assistance with this form, please contact (754) 321-0527 or
E-mail to: charles.high@browardschools.com

SECTION 1 – SUPPLIER EVALUATION

Supplier Company Name: Apex Learning, Inc.
Supplier Contact: Dana Rasmussen
Contact Telephone: _____

Bid No.: Agreements Purchase Order No.: Various

What was the product / service? Provide digital curriculum and professional development services.

1. How do you rate the supplier in the following areas?

| | 1 Poor | 2 Fair | 3 Good | 4 Very Good | 5 Excellent |
|-----------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Overall Customer Service | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Delivery as Scheduled or Promised | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

2. How satisfied are you with the supplier?

| 1 | 2 | 3 | 4 |
|--|---|------------------------------------|--|
| Not Satisfied <input type="checkbox"/> | Somewhat Satisfied <input type="checkbox"/> | Satisfied <input type="checkbox"/> | Very Satisfied <input checked="" type="checkbox"/> |

3. Will you use them again? Yes ☒ No ☐

SECTION 2 – PRODUCT / SERVICE EVALUATION

4. How do you rate their product / service?

| | 1 Poor | 2 Fair | 3 Good | 4 Very Good | 5 Excellent |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| Compliance with Specifications | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Quality as Compared to Similar Products/Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Price as Compared to Similar Products/Services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

5. Would you purchase this product or use this vendor again?

| 1 | 2 | 3 | 4 |
|--|-----------------------------------|-----------------------------------|--|
| Very Unlikely <input type="checkbox"/> | Unlikely <input type="checkbox"/> | Probably <input type="checkbox"/> | Definitely <input checked="" type="checkbox"/> |

*If not, please explain why in comments.

SECTION 3 – END-USER INPUT

Please share any additional information regarding this supplier or the product / service provided. If this supplier's performance is unsatisfactory, please tell us why. You may attach an additional sheet if necessary.

*Comments: The end user is very accessible to us and we've been able to make adjustments to serve our students and staff.

Evaluation Form Completed By: _____
Name / Title: Carletha B. Smith
School / Department: Community School South
Contact Telephone: 754 321 7604
Participant's Signature: CRS Date: 7/6/15

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT**

**Robert W. Runcie
Superintendent of Schools**

Telephone: 754-321-2600

Facsimile: 754-321-2701

May 4, 2015

TO: School Board Members

FROM: Desmond K. Blackburn, Ph.D.
Chief School Performance and Accountability Officer

VIA: Robert W. Runcie
Superintendent of Schools *RWR*

SUBJECT: CREDIT RECOVERY PROGRAM IN THE WORKFORCE SCHOOLS

This correspondence comes in response to the concerns voiced during the January 27, 2015 School Board Workshop B.E.S.T. Blueprint presentation, which referenced the return of Apex Learning in the workforce schools. In the spring of 2014, the principals analyzed student success rates and programmatic concerns with the current Plato-Edmentum credit recovery platform in comparison to the previous Apex Learning platform. Their efforts resulted in the creation of an 8-page position paper requesting to return to the Apex Learning platform. Excerpts from their collective work have been extracted to respond to the questions that were posed during the workshop presentation.

Implementation of Credit Recovery Program in Workforce Schools:

To protect the fidelity of credit recovery programs, the Community Schools, developed and monitors standard procedures for the nine (9) schools. The schools include Atlantic Technical High School, Community Schools North, Community Schools South, Dave Thomas Education Center, Hallandale Adult Community Center and the Off Campus Learning Centers, McFatter Technical High School, Seagull Alternative High School, Sheridan Technical High School and Whiddon-Rogers Education Center. Standard procedures include the following:

- Training sessions for all teachers prior to program use, with follow-up refresher training sessions
- Consistent account settings and parameters for usage
- Certified, in-field teachers for each course and site coordinators for each location
- 30-hour minimum timeframe to complete a ½ credit
- Minimum mastery level of 70%
- Ongoing evaluation and reporting guidelines for student success rates and program usage

Curriculum Implementation in Apex Learning

In addition to the standard operating procedures, a rigorous curriculum was standardized across the workforce schools to insure that a credit earned through the Apex platform met the course frameworks as outlined in the Florida Department of Education course code and the Next Generation Sunshine State Standards, now Florida Standards. Each course was organized into semesters, units, lessons, and activities. A typical semester of work consisted of 5-6 units, each with 5-6 lessons. A typical lesson comprised of numerous activities including study sheets, practice assignments, readings, journals, discussions, and computer and teacher scored assessments. Each of the Apex Learning courses provided a complete scope and sequence and comprehensive online content that included:

- Direct instruction tutorials
- Interactive self-check activities
- Computer-scored practice problems, quizzes, unit test and semester exams
- Student progress and participation reports
- Teacher-graded assignments

Each month, site-based administrators, with the support of an Apex Learning operation staff member, received and reviewed student and overall program progress data, which helped to navigate decisions and monitor the utilization of the program. The table below is a sample of the reports that were retrieved and analyzed.

| WORKFORCE PROGRAMS | Broward Community Schools North | Broward Community Schools South | Thomas Education Center Workforce | Hallandale Adult Workforce | OCLC | Seagull Workforce | Whiddon Rogers Workforce | TOTALS |
|--|--|--|--|-----------------------------------|-------------|--------------------------|---------------------------------|---------------|
| Allocated Seats | 500 | 500 | 150 | 175 | 1000 | 100 | 175 | 2600 |
| Available Seats | -55 | -74 | 50 | 49 | 179 | 26 | 64 | 239 |
| Enrolled Students | 555 | 574 | 100 | 126 | 821 | 74 | 111 | 2361 |
| Course Enrollments | 572 | 588 | 182 | 149 | 1173 | 110 | 131 | 2875 |
| Average Course Enrollments per Student | 1.04 | 1.02 | 1.09 | 1.18 | 1.41 | 1.48 | 1.18 | 1.2 |
| Course Enrollments Progressing | 557 | 571 | 136 | 147 | 1080 | 103 | 111 | 2705 |
| ACTIVE COURSE ENROLLMENTS BY SUBJECT AREA | | | | | | | | |
| English | 187 | 180 | 31 | 31 | 206 | 20 | 18 | 683 |
| Math | 188 | 204 | 36 | 45 | 220 | 32 | 17 | 742 |
| Science | 81 | 88 | 20 | 30 | 107 | 13 | 12 | 351 |
| Social Studies | 90 | 98 | 32 | 41 | 234 | 15 | 43 | 553 |
| World Language | 0 | 0 | 2 | 0 | 0 | 0 | 5 | 7 |
| Electives | 1 | 1 | 15 | 0 | 313 | 23 | 16 | 369 |
| COURSE COMPLETIONS | | | | | | | | |
| Enrollments Completed (1/2) | 64 | 66 | 125 | 56 | 858 | 64 | 38 | 1261 |
| Average Days to Completion | 52 | 65 | 143 | 178 | 119 | 108 | 78 | 105.71 |
| Average Grade for progressing enrollments | 83 | 83.15 | 83.7 | 81.8 | 83 | 83.8 | 78.6 | 82.44 |
| COMPLETED BY SUBJECT AREA | | | | | | | | |
| English | 18 | 25 | 29 | 10 | 185 | 14 | 4 | 285 |
| Math | 17 | 17 | 39 | 20 | 120 | 18 | 8 | 239 |
| Science | 9 | 17 | 11 | 13 | 191 | 6 | 2 | 249 |
| Social Studies | 17 | 6 | 25 | 11 | 202 | 7 | 15 | 284 |
| World Language | 0 | 0 | 3 | 0 | 0 | 0 | 2 | 5 |
| Electives | 3 | 1 | 18 | 2 | 138 | 9 | 6 | 177 |

Curriculum Implementation in Plato-Edmentum

From the onset, schools have experienced multiple challenges in the Plato-Edmentum platform. While the standard operating procedures are consistent among the schools, the following items continue daily to be struggles within the program:

- **Curriculum** – Multiple staff members from the District's Academics Division worked with Plato-Edmentum employees to align course content to the Florida Standards. The scope and sequence of the existing curriculum from course to course lack consistency and balance. In geometry semester 1, students have 10 mastery assignments, 0 drop box activities, 0 threaded discussions, 3 unit tests and a final exam. In algebra 1 semester 1, students have 72 mastery assignments, 0 drop box activities, 0 threaded discussions, 8 unit tests and a final exam.
- **Limited Curriculum and Technical Support** - When gaps within the programs are brought to the attention of the PLATO-Edmentum staff, they respond by seeking assistance from District staff in writing the curriculum. Subsequently, multiple staff members from Academics have provided ongoing assistance amending, rewriting and writing curriculum for courses. When technical issues occur, the company has limited staff to respond to schools' needs. Moreover, technical assistance is not available after 7:00 p.m., which may have a deleterious impact on our evening classes.
- **Lacks Alternative Curriculum** - The same curriculum is provided for students taking the course as a first impulse class in the traditional high school and students taking the course in one of the credit recovery programs.
- **Management System** - The program requires an excessive number of steps to complete a task. Teachers spend an inordinate amount of time locking and unlocking assignments, quizzes and tests, setting and resetting assignments, quizzes and tests that students failed to meet mastery. The excessive teacher management limits teachers' interaction with students, who by mere enrolment in a credit recovery program, necessitate additional support.
- **Reports** - The program has limited data reports necessary for progress monitoring. There are no comprehensive reports for student credit completion, time on task, completion hours, overall grade or enrolment or completion and withdrawal data. In order to get these data, school employees must spend excessive hours accessing various singular reports and manually counting indicators to develop a comprehensive report.

Student Success Rates

The following data reveal student success rates in the Apex Learning platform for school years 2011, 2012 and 2013:

- In 2010-11, 82% of students who enrolled in an Apex credit recovery course in workforce schools successfully completed the half-credit.
- In 2011-12, 97% of students who enrolled in an Apex credit recovery course in workforce schools successfully completed the half-credit.
- In 2012-13, 98% of students who enrolled in an Apex credit recovery course in workforce schools successfully completed the half-credit.

Credit Recovery Program in Workforce Schools

May 4, 2015

Page 4

In 2014, the first year of implementation of the Plato-Edmentum platform, 44% of students who enrolled in a credit recovery course in workforce schools successfully completed the half-credit. The significant decline in student success rates has been attributed to the daily struggles that continue to exist with the platform.

Next Steps

The credit recovery program in the workforce schools is designed to provide an alternative education to students who are not meeting success in the traditional school setting. The curriculum, instructional delivery, course pacing, and teaching methodology must be different than the students' previous school experiences. Our current model has placed an undue hardship on the credit recovery model in the workforce schools. Subsequently, we will return to the Apex Learning platform on a smaller scale in the workforce schools for the 2015 summer term and present the Board with an item for full implementation in the workforce schools only for the 2015-2016 school year. Additionally, we will commence an extensive search and procurement process to find another platform to meet the needs of all of our K-12 students.

For questions or additional information on the credit recovery program in the workforce schools, please contact **Dr. Desmond Blackburn, Chief School Performance and Accountability Officer** at 754-321-3838.

RWR/DKB/VSU:smr

cc: Senior Leadership Team
School Performance and Accountability Directors
Workforce Schools Principals