



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

ITEM No.:

FF-2.

MEETING DATE

Oct 6 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

FF. OFFICE OF ACADEMICS

DEPARTMENT

Equity & Academic Attainment

TITLE:

Cooperative Agreement between The School Board of Broward County, FL and AdvancePath Academics, Inc.

REQUESTED ACTION:

Approve the Cooperative Agreement between The School Board of Broward County, FL and AdvancePath Academics, Inc.

SUMMARY EXPLANATION AND BACKGROUND:

AdvancePath Academics, Inc. utilizes a social emotional program called ScholarCentric. ScholarCentric's resiliency measurement and development solution provide districts with early warning data enabling K-12 educators and administrators to predict students trending for failure and dropout in advance of three years before traditional signs indicate. Districts can make student resiliency data actionable by prioritizing students for in-district support and understanding the root cause of students' academic issues. ScholarCentric's resiliency data helps districts to operate more effectively, invest in resources more wisely, and become more accountable to each student as they identify and better address the learning needs of their struggling and at-risk students with more targeted interventions and appropriate services. This agreement includes resiliency assessments, reporting and relevant professional services to build educator data-driven decision-making and to develop effective teacher-student connections.

This Agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

SCHOOL BOARD GOALS:

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

FINANCIAL IMPACT:

The financial impact is \$231,504.00. The source of the funds is through the Title I, Part A, School Improvement Initiative 1003a Grant.

EXHIBITS: (List)

(1) AdvancePath Academics Executive Summary (2) Cooperative Agreement with AdvancePath Academics

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: David Watkins, Director

Phone: 754-321-1600

Name: Michaelle Pope

Phone: 754-321-1660

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

Tuesday, September 29, 2015 1:07:29 PM

Approved In Open
Board Meeting On:

OCT - 6 2015

By:

School Board Chair

EXECUTIVE SUMMARY

| Cooperative Agreement | AdvancePath Academics, Inc. |
|----------------------------------|---|
| Agencies included | Scholar Centric |
| Status | Approve contract between AdvancePath Academics, Inc. and SBBC |
| Funds Requested | \$231,504.00 |
| Financial Impact Statement | The source of these funds is Title I, Part A, School Improvement Initiative 1003a Grant. |
| Managing Department/School | Department of Equity & Academic Attainment, David Watkins, Director, 754-321-1600 |
| Source of Additional Information | The office of Title I Migrant Education and Special Programs, Luwando Wright-Hines, Director, 754-321-1400 |
| Project Description | <p>Scholar Centric will provide schools with early warning data enabling K-12 educators and administrators to predict at-risk students trending for failure and dropout. The Resiliency analytics that help them to understand the root cause of each student's academic barriers are:</p> <ol style="list-style-type: none"> 1) Importance of Education 2) Academic Confidence 3) Connections to others 4) Stress management skills 5) Health and Well Being 6) Intrinsic Motivation |
| Evaluation Plan | The Social Emotional Learning program will use student resiliency pre and post assessments, resiliency curriculum and professional learning to measure early warning indicators of dropout prevention, RTI/MTSS tier supports, transition support, resource allocation, rigor readiness, filter student stereotypes and assumptions. |
| Research Methodology | Florida State Statutes 1003.51 and School Board Policy 6000.2 supports alternative methods of education to address early warning signs of students at risk of becoming DJJ-involved and dropping out of high school. |

Broward County Public Schools – ScholarCentric EOY Data Results – 2014-15 SY

Resiliency – The Missing Piece

Students who lack resiliency may become overwhelmed by experiences. They will dwell on problems and use unhealthy coping mechanisms to deal with such challenges. Without awareness of how their own emotions impact their daily function, they will not know that they often select behaviors that can negatively impact their own success, but also that of their school's climate and PBIS initiatives. Research shows that developing resiliency is the missing piece in education. And, as Common Core dictates increasing rigor, academics become more challenging even for the seemingly more resilient student. With resiliency training, students learn not just to meet challenges but also to become stronger in the face of challenges.

The ScholarCentric social and emotional learning measurement and development solution is based on resiliency research which identifies six critical, interrelated social and emotional skills that are highly correlated to academic success (see page 5 for more detail). Districts are using resiliency data to prioritize students for support, understand root causes of academic issues, and even to predict students three years in advance who will disengage before they show traditional signs (i.e. attendance, behavior and grades). ScholarCentric's predictive analytics provide districts with an At-Risk Indicator (ARI), an early warning indicator to help districts identify students most at-risk and to intervene sooner.

BCPS and Resiliency

Improving the academic success (and reducing the dropout rate) of African American male students is a top priority for BCPS. Research shows that social and emotional factors are very important influences on the academic success of African American males. BCPS chose ScholarCentric's *Success Highways* student resiliency program to improve middle school student engagement, achievement and graduation rates. Beginning in SY2013-14, a multi-year implementation plan was set into place to support the district's initiative. For the last two years, BCPS implemented all three components of ScholarCentric's solution components:

- Resiliency assessment (Form A (pre-) and Form B (post-))
- Resiliency curriculum (6th grade only in 2013-14; 7th grade only in 2014-15)
- Professional services to train educators in grades 6 and 7

For the 2014-15 SY, nine schools plus two new schools participated in the ScholarCentric *Success Highways* program: Crystal Lake MS, Deerfield Beach MS, Dillard MS, Lauderdale Lakes MS, McNicol MS, New Renaissance MS, Parkway MS, Perry MS, Pompano MS, Silver Lakes MS, and William Dandy MS. In February 2015, 2,386 students completed Form A, and four months later, in May, 3,045 students completed Form B.

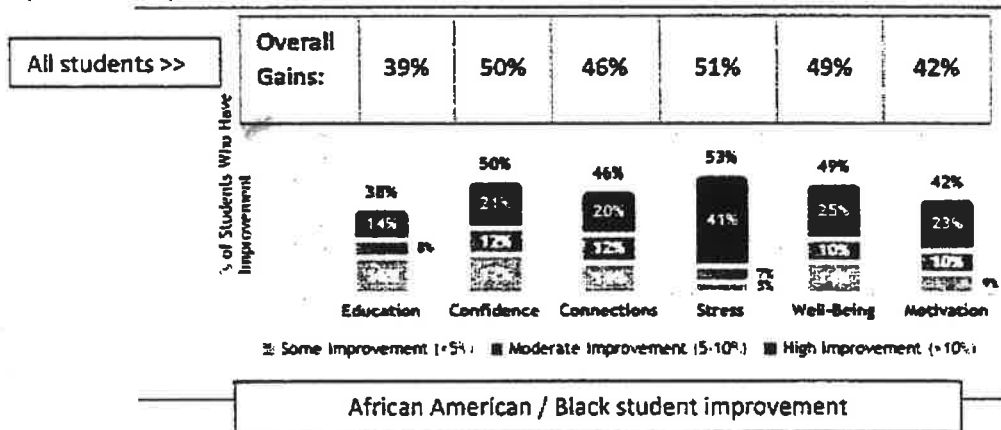
A total of 1,691 students completed Forms A and B. Their data are reported here.

BCPS District Results

Even though the six resiliency skills are interrelated and there is improvement across all six, in aggregate, most improvement was seen in two specific skills. The chart below shows analyses of student improvement by race/ethnicity. A total of 1,110 African American /Black students who completed Forms A and B made the most gains in Stress (53%) and Academic Confidence (50%) with the highest improvement seen in Stress (41%). These scores are shown in comparison to the Overall Gains made by all 1,691 students.

See chart next page.

Improvement by African American/Black Students vs. all students:

At-Risk Indicator (ARI) Analysis

The At-Risk Index can identify students 60-69%, 70-79% and 80%+ at risk three years before failure/dropout is typically seen. **Note:** It is difficult to isolate *Success Highways*' impact on a specific group of students since BCPS implements other interventions with these same students; however, ScholarCentric's ARI metric enables districts to rely on ScholarCentric's early warning indicator and student resiliency data to provide timely, appropriate and cost-effective interventions, with ScholarCentric's curriculum being one of the structured interventions BCPS applied.

In Year One (2013-14), 134 students (8%) in 9 schools no longer scored in the "Most at Risk" category after only 4 months of *Success Highways*. In Year Two (2014-15), 182 students (11%) in 10 schools no longer scored Most at Risk (Form B data unavailable for McNicol MS). This represents about 11% of students in the *Success Highways* program—with the most dramatic improvement indicated by 13 students whose ARI was originally 80+% and now no longer identify as most at risk. Of the 182, 29 students and 140 students indicating a 70-79% and 60-69% ARI score respectively. Students no longer with an ARI score are more likely to stay in school and to choose not to drop out. For any district, this is an effective way to reduce their dropout rate and retain vital student revenue.

Results by SchoolCrystal Lake MS

A total of 78 students completed both Forms A and B, 20% of students that completed Form B indicated an ARI score of 60-69% or higher. Highest gains among all students are indicated in Stress, Health and Well-being, and Intrinsic Motivation with 47 African American/Black students indicating 64% improvement in the area of Stress. Whereas the weakest gains made for all students was in Academic Confidence, this was the second highest improvement area for African American/Black students.

Of the 20 students identified with an ARI score and completed both Forms A and B, nine students no longer have an ARI score, one student improved his/her ARI score from 80% to 60%. Five students' ARI scores did not change, however, five new students identified with an ARI score of 60-69%. **Net gain of four students no longer most at-risk.**

Deerfield Beach MS

A total of 242 students completed both Forms A and B, 20% of students that completed Form B indicated an ARI score of 60-69% or higher. Highest gains among all students are indicated in Academic Confidence and Stress with 101 African American/Black students indicating higher gains in both skills than the whole group. Both groups indicate weakest gains in Valuing Education.

Of the 51 students identified with an ARI score and completed both Forms A and B, 21 students no longer have an ARI score, one student improved his/her ARI score from 80% to 60%, four students improved their ARI score from 70% to 60%. Five students' ARI scores did not change, however, 19 new students identified with an ARI score of 60-69% and one student's score worsened from 70% to 80%. **Net gain of 2 students no longer most at-risk.**

Dillard MS

A total of 36 students completed both Forms A and B, 27% of students that completed Form B indicated an ARI score of 60-69% or higher. Highest gains among all students are indicated in Health and Well-being and Stress with 30 African American/Black students showing very high improvement in the area of Stress. Whereas the weakest gains made for all students and African American/Black students was in Valuing Education.

Of the 9 students identified with an ARI score and completed both Forms A and B, five students no longer have an ARI score. Two students' ARI scores did not change, however, two new students identified with an ARI score of 60-69%. **Net gain of three students no longer most at-risk.**

Lauderdale Lakes MS

A total of 106 students completed both Forms A and B, 23% of students that completed Form B indicated an ARI score of 60-69% or higher. Highest gains among all students are indicated in Stress and Health and Well-being with 80 African American/Black students showing very high improvement (45%) in the area of Stress, but also indicating more improvement in Academic Confidence than the all-students metric in this skill area. Valuing Education and Intrinsic motivation are the two areas where weaker gains were made by both groups.

Of the 27 students identified with an ARI score and completed both Forms A and B, seven students no longer have an ARI score. Three students reduced their score from either 80% or 70% to 60%. Four students' ARI scores did not change, however, 12 new students identified with an ARI score of 60-69%, and one student's score worsened from 60% to 80%. **Net loss of five students most at-risk.**

McNicol MS

Summative reporting is not available for this school as it was unable to administer the Form B (post-) assessment.

New Renaissance MS

A total of 178 students completed both Forms A and B, and 12% of students that completed Form B indicated an ARI score of 60-69% or higher. Highest gains among all students are indicated in Stress and Health and Well-being with 112 African American/Black students showing very high improvement (45%) in the area of Stress, but also indicating more improvement in Academic Confidence than the all-students measure in this area. Valuing Education and Intrinsic motivation are the two area where weaker gains were made by both groups.

Of the 47 students identified with an ARI score and completed both Forms A and B, 26 students no longer have an ARI score. Four students reduced their score from either 80% or 70% to 60%. One student's ARI scores did not change, however, 13 new students identified with an ARI score of 60-69%, and three students' scores worsened from 60% to 70%. **Net gain of 13 students no longer most at-risk.**

Parkway MS

A total of 281 students completed both Forms A and B, and 17% of students that completed Form B indicated an ARI score of 60-69% or higher. Highest gains among all students are indicated in Stress with 231 African American/Black students showing equal improvement (53%) in the area of Stress. Valuing Education is the area in which weaker gains were made by both groups.

Of the 74 students identified with an ARI score and completed both Forms A and B, 33 students no longer have an ARI score. Three students reduced their score from either 80% or 70% to 60%. 13 students' ARI scores did not

ScholarCentric is a new division of AdvancePath Academics – 4125 Ironbound Road, Williamsburg, VA 23188

change, however, 23 new students identified with an ARI score of 60-69%, and two students' scores worsened from 60% to 70%. Net gain of 10 students no longer most at-risk.

Perry, Henry MS

A total of 82 students completed both Forms A and B, and 33% of students (29) that completed Form B indicated an ARI score of 60-69% or higher. Of all schools, Perry MS indicated the highest gains among all students in Academic Confidence with 53 African American/Black students showing slightly higher improvement (68%) in the area of Confidence. Health and Well-being is the area in which weaker gains were made by both groups.

Of the 31 students identified with an ARI score and completed both Forms A and B, six students no longer have an ARI score. Two students reduced their score from either 80% or 70% to 60%. Four students' ARI scores did not change, however, 16 new students identified with an ARI score of 60-69%, and three students' scores worsened from 60% to 80%. Net loss of 10 students most at-risk.

Pompano Beach MS

A total of 209 students completed both Forms A and B, and 16% of students (76) that completed Form B indicated an ARI score of 60-69% or higher. Highest gains among all students indicated in areas of Stress with 106 African American/Black students showing more dramatic improvement (61%) in the area of Health and Well-being. Although Intrinsic Motivation showed weaker gains for both groups, the African American/Black student segment fared better.

Of the 60 students identified with an ARI score and completed both Forms A and B, 31 students no longer have an ARI score. Two students reduced their scores from either 80% or 70% to 60%. Nine students' ARI scores did not change; however, 15 new students identified with an ARI score of 60-69%, and three students' scores worsened from 60% to 70%. Net gain of 16 students no longer most at-risk.

Silver Lakes MS

A total of 213 students completed both Forms A and B, and 20% of students that completed Form B indicated an ARI score of 60-69% or higher. Gains were steady across all six skill areas for all students but 125 African American/Black students showed highest improvement in the areas of Confidence and Health and Well-being. Although Valuing Education was lower for both groups, the African American/Black student segment showed the weakest score in Motivation.

Of the 59 students identified with an ARI score and completed both Forms A and B, 17 students no longer have an ARI score. Two students reduced their score from either 80% or 70% to 60%. 13 students' ARI scores did not change, however, 20 new students identified with an ARI score of 60-69%, and seven students' scores worsened from 60% to 70%. Net loss of 3 students most at-risk.

William Dandy MS

A total of 251 students completed both Forms A and B, and 13% of students that completed Form B indicated an ARI score of 60-69% or higher. Highest gains indicated among all students indicated in areas of Stress and Academic Confidence with 211 African American/Black students showing slightly more elevated gains (57%) in the area of Stress. Weaker gains for both groups are seen in Valuing Education.

Of the 52 students identified with an ARI score and completed both Forms A and B, 26 students no longer have an ARI score. Three students reduced their score from either 80% or 70% to 60%. Seven students' ARI scores did not change, however, 15 new students identified with an ARI score of 60-69%, and one student's scores worsened from 60% to 70%. Net gain of 11 students no longer most at-risk

Overview of Academic Resiliency - Measures

Theory and research has established that the six interrelated resiliency skills incorporated into Success Highways are associated with positive student development and academic success.¹ Helping all youth develop these skills will help them successfully navigate through their current academic and life challenges.

The resiliency skills include:

- Importance of Education refers to the degree to which students perceive education and college as being valuable to their future success.²
- Confidence refers to a student's academic self-efficacy, or the degree to which a student feels capable of successfully performing a variety of school-related tasks. Research shows that individuals who possess higher academic self-efficacy beliefs are more likely to persist when challenged with difficult academic materials and perform better during tests.³
- Connections refers to perceived availability of social support. A tremendous amount of research links the quality of social support systems to development and health. For example, research has indicated that perceived availability of social support consistently provides health benefits during times of stress.⁴
- Stress refers to one's ability to conserve emotional, psychological, and behavioral resources. Research has consistently found a very strong correlation between academic self-efficacy, confidence, and academic stress. This means that individuals with stronger academic confidence have the personal resources they need to manage the pressures associated with performing academic-related tasks.⁵
- Well-Being refers to the level of psychological and emotional distress experienced by a student. Living in situations characterized by high cumulative risk can result in chronic stress and health concerns.
- Intrinsic Motivation refers to the degree which a student is self-determined. This is derived from Deci and Ryan's self-determination theory, which stresses that intrinsic motivation occurs when students choose to perform a behavior because it is perceived as meaningful or enjoyable.⁶

¹ Close, W., & Solberg, V. S. H. (2008). Predicting achievement, distress, and retention among lower income Latino youth. *Journal of Vocational Behavior*, 72(1), 31-42.

² Baltes, P.B. (1997). On the incomplete architecture of human ontogeny: Selection, optimization, and compensation as foundation of developmental theory. *American Psychologist*, 52, 365-380.

³ Bandura, A. (1997). *Self-efficacy: The exercise of control*. New York, NY: Freeman & Co.

⁴ Cohen, S., & Wills, T.A. (1985). Social support and the buffering hypothesis. *Psychological Bulletin*, 98, 310-357.

⁵ Torres, J.B., & Solberg, V.S.H. (2001). Role of self-efficacy, stress, social integration, and family support in Latino college student persistence and health. *Journal of Vocational Behavior*, 59, 53-63.

⁶ Deci, E.L., & Ryan, R.M. (1985). *Intrinsic motivation and self-determination in human development*. New York: Plenum.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of October, 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

AdvancePath Academics, Inc.

(hereinafter referred to as "SCHOLAR CENTRIC"),
whose principal place of business is
2406 West 32 Avenue, Suite C, Denver, CO 80211.

WHEREAS, SBBC has determined that measuring the resiliency skills of middle and high school students district-wide will help drive middle school staff and educators decision-making for more appropriate interventions; and

WHEREAS, SCHOLAR CENTRIC'S Success Highways Program is a sole source, research-based program developed for seventh through ninth graders and is exempt from competitive procurement under School Board Policy 3320, Part I (i); and Chapter 6A-1.012 (F.A.C.) State Board of Education Administrative rules

WHEREAS, SCHOLAR CENTRIC'S Success Highways Program will provide services and materials provided by a collaboration between Howard University's Dr. Ivory Toldson, a leading provider of research-validated and research-based assessments and curricula designed to improve middle and high schools students' social and emotional skills; and

WHEREAS, SCHOLAR CENTRIC'S is the provider of the Success Highways Program, which is the Program identified in the Title I, Part A 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 School Board approval and conclude on June 30, 2016.
- 2.02 **SBBC Designee.** SBBC's designee for purposes of this Agreement shall be the Superintendent of Schools who may assign a designated administrator for monitoring compliance and program administration. Any official written correspondence to or from SCHOLAR CENTRIC and SBBC with regard to enforcing the agreement must be with the Superintendent of Schools. Routine correspondence, including but not limited to, billings, records requests, inquiries, etc. may be sent directly to the designated administrator.
- 2.03 **SCHOLAR CENTRIC'S Designee.** SCHOLAR CENTRIC shall identify one (1) person with whom the SBBC is to communicate all compliance issues related to this Agreement.
- 2.04 **SCHOLAR CENTRIC'S Responsibilities.** SCHOLAR CENTRIC agrees to:
- a. Deliver materials and supplies prior to the initiation of the Program;
 - b. Provide an initial professional consultation to develop school specific implementation plans;
 - c. Provide comprehensive program training, in accordance to the proposed implementation summary, for teachers of the Program and the support staff that will be involved; i.e., counselors, administrators, etc.;
 - d. Collaborate with site-based contacts and District staff to provide additional support to each school including, but not limited to: consultation, lesson modeling, data review, teacher mentoring, lesson modification and troubleshooting program concerns in order to support the grant outcomes;
 - e. Schedule trainings in advance and align with best practices in regard to SBBC staff availability; and
 - f. Communicate with the SBBC designated administrator monthly regarding program deliverables and their progress.
- 2.05 **Annual Success Highways Evaluation.** SCHOLAR CENTRIC agrees to provide to SBBC an annual evaluation of student progress. The report entitled Resiliency Skills Assessment Report; will include individual, school, district and national comparison data.
- 2.06 **Grant Evaluation.** The Title I, Part A Grant funds a Researcher in the Student Assessment and Research Department to evaluate the outcomes of Programs funded by the Title I, Part A Grant. SCHOLAR CENTRIC agrees to cooperate with SBBC in the

evaluation process. Any student data shall be provided in a manner consistent with the privacy requirements of Section 1002.22, Florida Statutes, and FERPA.

2.07 **Consulting and Support Services.** SCHOLAR CENTRIC shall provide the following:

Professional Development

- a. **Breaking Barriers Series:** 7 centralized sessions for district and school leadership. (\$15,433.60)
- b. **Data Consultations:** 32 school-based 45-minute sessions for Middle School Leadership. (\$15,433.60)
- c. **Incorporating Social/Emotional Data into Instructional Decision Making sessions:** 22 school-based 60-90 minute sessions for all staff and administrators. (\$15,433.60)
- d. **Success Highways Curriculum Implementation session:** 12 school based 4 hour sessions for 8th grade teachers delivering the Success Highways curriculum at Priority #1 schools. (\$15,433.60)
- e. **Ongoing Support:** Monthly school-based coaching, PLC collaboration, progress monitoring for teachers; Principal check-in for status updates and progress monitoring; Phone and email support to review data questions, check progress and collaborate on implementation. (\$15,433.60)

Total cost: \$77,168

Resiliency Assessments and Reports

- a. Revving Up (pre) assessment for every middle school student
- b. Moving On (post) assessment for 8th grade students participating in the curriculum
- c. Scoring of all assessment results by SCHOLAR CENTRIC
- d. Revving Up Needs Assessment Report for each middle school
- e. Moving On Resiliency Skills Assessment Report for Priority #1 schools
- f. Aggregated District report *minus* (\$6,200 discount)

Total cost - \$77,168

Curriculum

- a. My Success Roadmap Teacher's Materials for up to 44 teachers in Priority #1 schools, including: Comprehensive Teacher's Guide, Classroom Set of Posters and White Boards (\$8,614)
- b. My Success Roadmap Student Materials for up to 3750 8th grade students, including: My Success Roadmap journals, Individual folders, and Individual Revving Up data reports. (\$45,154)
- c. Success Highway Curriculum Implementation fee (\$1800 per site = \$23,400)

Total cost - \$77,168

- 2.08 **Distribution of Funds.** One hundred percent (100%) of the funds awarded through the grants must be used in accordance with the grant activities. SCHOLAR CENTRIC shall invoice SBBC for compensation for student (\$25,722.66) teacher materials (\$25,722.66) and implementation fees (\$25,722.68), not to exceed **\$77,168**. Teacher and student materials are identified in 2.07. SCHOLAR CENTRIC's fees for program professional development and site oversight are not to exceed **\$77,168**. Itemized list of professional

development services and cost for each training is listed in 2.07 Consulting and Support Services. SCHOLAR CENTRIC's fees for Resiliency Assessments and Reports are not to exceed \$77,168. Itemized list of Resiliency Assessments and Reports are listed in 2.07 Consulting and Support Services. Total expense for this agreement not to exceed \$231,504.

2.09 **Payment.** SBBC shall make payment to SCHOLAR CENTRIC upon SBBC approval of this Agreement. The payments will cover all invoices received once services have been rendered.

2.10 **Financial Record Maintenance.** SCHOLAR CENTRIC shall maintain all financial records pertaining to the grant award for five (5) years beyond the grant completion.

2.11 **Inspection of SCHOLAR CENTRIC's Records by SBBC.** SCHOLAR CENTRIC 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 SCHOLAR CENTRIC'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 SCHOLAR CENTRIC or any of SCHOLAR CENTRIC's payees pursuant to this Agreement. SCHOLAR CENTRIC'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. SCHOLAR CENTRIC'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) SCHOLAR CENTRIC's Records Defined. For the purposes of this Agreement, the term "SCHOLAR CENTRIC's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other 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 SCHOLAR CENTRIC'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 SCHOLAR CENTRIC pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide SCHOLAR CENTRIC 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 SCHOLAR CENTRIC'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 SCHOLAR CENTRIC 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 SCHOLAR CENTRIC'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 SCHOLAR CENTRIC in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by SCHOLAR CENTRIC. If the audit discloses billings or charges to which SCHOLAR CENTRIC is not contractually entitled, SCHOLAR CENTRIC 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. SCHOLAR CENTRIC 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 SCHOLAR CENTRIC 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 SCHOLAR CENTRIC pursuant to this Agreement and such excluded costs shall become the liability of SCHOLAR CENTRIC.

(h) Inspector General Audits. SCHOLAR CENTRIC 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.

2.12 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: Michaelle Valbrun-Pope
Executive Director, Student Support Initiatives
Lauderdale Manors Early Learning & Resource Center
1400 NW 14th Court
Fort Lauderdale, Florida 33311

To SCHOLAR CENTRIC: President, Scholar Centric
2406 W. 32nd Avenue, Suite C
Denver, CO 80211

2.13 **Background Screening:** SCHOLAR CENTRIC 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 SCHOLAR CENTRIC or its personnel providing any services under the conditions described in the previous sentence. SCHOLAR CENTRIC 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 SCHOLAR CENTRIC and its personnel. The parties agree that the failure of SCHOLAR CENTRIC 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. SCHOLAR CENTRIC 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 in SCHOLAR CENTRIC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.14 **Indemnification.** 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 SCHOLAR CENTRIC: SCHOLAR CENTRIC 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 SCHOLAR CENTRIC, its agents, servants or employees; the equipment of SCHOLAR CENTRIC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of SCHOLAR CENTRIC or the negligence of SCHOLAR CENTRIC'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 SCHOLAR CENTRIC, 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, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

- 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.

- 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 199, 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, 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 Section 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 subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or subcontractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 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.
- 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 or 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.** Exhibits 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.
- 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

ATTEST:


Robert W. Runcie, Superintendent of Schools

By 
Donna Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

FOR SCHOLAR CENTRIC

(Corporate Seal)

ADVANCEPATH ACADEMICS, INC.

ATTEST:

By

Tinsley C. Goad, CFO/COO

, Secretary

-or-

Witness

Witness

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 VA

COUNTY OF James City

The foregoing instrument was acknowledged before me this 3 day of September, 2015 by Tinsley Goad of

Name of Person

AdvancePath Academics, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

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

Type of Identification

My Commission Expires:

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

(SEAL)

