TIPS VENDOR AGREEMENT

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Glynlyon, Inc. DBA Odysseyware

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

RFP 180902 Classroom & Teaching Aids Goods and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include <u>manufacturer's minimum standard</u> <u>warranty</u> unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

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- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- 3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

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Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC Region 8. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

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Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos whit which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

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Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

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Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North Pittsburg, TX,75686 And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability\$1,000,000 each Occurrence/ AggregateAutomobile Liability\$300,000 Includes owned, hired & non-ownedWorkers' CompensationStatutory limitsUmbrella Liability\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

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Special Terms and Conditions

- Agreements: All vendor orders received form TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- Vendor Encouraging Members to bypass TIPS agreement: Encouraging entities to
 purchase directly from the Vendor or through another agreement, when the Member
 has requested using the TIPS cooperative Agreement or price, and thereby bypassing
 the TIPS Agreement is a violation of the terms and conditions of this Agreement and will
 result in removal of the Vendor from the TIPS Program.
- Order Confirmation: All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- <u>Back Ordered Products</u>: If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180902 Classroom & Teaching Aids Goods and Services

Company Name Glynlyon, Inc. DBA Odysseyware				
Address 300 N. McKemy Avenue				
Chandler State AZ Zip 85226				
Phone 877.795.8904 Fax 866.465.1954				
Email of Authorized Representative proposals@odysseyware.com				
Name of Authorized Representative Charles Mallon				
Title Chief Financial Officer				
Signature of Authorized Representative Chales Hallon				
Date9/18/2018				
TIPS Authorized Representative Name Meredith Barton				
Title Vice-President of Operations,				
TIPS Authorized Representative Signature Meredith Barton				
TIPS Authorized Representative Signature Meredith Borton Approved by ESC Region 8 Awad Wayne Fitts				
Date 11/14/18				

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Email rick.p Phone (903) Fax Bid Number 1809 Title Class Good Bid Type RFP Issue Date 9/6/2	Powell General asel/Procurement pliance Officer powell@tips-usa.com) 575-2689 x 002 sroom & Teaching Aids and Services 2018 08:01 AM (CT) 9/2018 03:00:00 PM (CT)	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email
Supplier Information				
. ,	lyon, Inc. N. McKemy Avenue			
Contact Leslie Department Building	ndler, AZ 85226 e Brown			
Floor/Room Telephone (480) Fax	940-5700			
Email Ibrow	vn@odysseyware.com /2018 01:33:55 PM (CT))			
By submitting your re	esponse, you certify that you	u are authoriz	zed to represent and bind y	our company.
Signature Charles N	Mallon		Email propos	sals@odysseyware.com
Supplier Notes				
Bid Notes				
Bid Activities				
Bid Messages				

	ase review the following and respond	•	_
#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	N/A
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Odysseyware is an innovative, multi-media enriched online curriculum and instructional services company. Our software includes over 300 courses and instructional materials in Core subjects along with enriching Electives, CTE courses, and Professional Development to support educators in personalized learning initiatives.
6	Primary Contact Name	Primary Contact Name	Leslie Brown
7	Primary Contact Title	Primary Contact Title	Education Specialist
8	Primary Contact Email	Primary Contact Email	lbrown@odysseyware.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014426021
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8664651954
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014426021
12	Secondary Contact Name	Secondary Contact Name	Heather Watson
13	Secondary Contact Title	Secondary Contact Title	Regional Vice President
14	Secondary Contact Email	Secondary Contact Email	hwatson@odysseyware.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3128826740

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8664651954
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3128826740
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Chris Becker
19	Admin Fee Contact Email	Admin Fee Contact Email	cbecker@glynlyon.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4807357943
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Leslie Brown
22	Purchase Order Contact Email	Purchase Order Contact Email	lbrown@odysseyware.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014426021
24	Company Website	Company Website (Format - www.company.com)	http://www.odysseyware.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	88-0409322
26	Primary Address	Primary Address	300 North McKemy Avenue
27	Primary Address City	Primary Address City	Chandler
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AZ
29	Primary Address Zip	Primary Address Zip	85226
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Educational software, online curriculum, online courses, eLearning, digital learning, social emotional learning
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Chandler
34	Company Residence (State)	Vendor's principal place of business is in the state of?	AZ
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	20
40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. CONFLICT OF INTEREST QUESTIONNAIRE -Do you have any CONFLICT OF INTEREST TO REPORT No FORM CIQ - Do you have any CONFLICT OF OR DISCLOSE under this statutory requirement? YES or INTEREST TO REPORT OR DISCLOSE under this statutory requirement? If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited thereinyou are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form. Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? 46 Regulatory Standing I certify to TIPS for the proposal attached that my Yes company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. 47 Regulatory Standing Regulatory Standing explanation of no answer on previous question. 48 Antitrust Certification Statements (Tex. By submission of this bid or proposal, the Bidder certifies (No Response Required) Government Code § 2155.005) I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any

& Comm. Code Chapter 15;
(3) In connection with this bid, neither I nor any representative of the Company has violated any federal

representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus.

antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

- 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12690 (2 CFR part 1980 Comp., p. 235) "Debarment and

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

Yes

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the

agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree?

54 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?

(No Response Required)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

56 2 CFR PART 200 Byrd Anti-Lobbying Amendment

2 CFR PART 200 Federal Rule

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a Yes political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, I HAVE NOT Lobbied per above and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant. loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute #66, (No Response Required) you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- Do you ever anticipate the possibility of subcontracting any NO of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.
- ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?
- ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

63 Indemnification

Yes

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

65 Remedies Explanation of No Answer

66 Choice of Law

N/A Yes

Yes, I Agree

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. Do you agree to these terms?

67 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

68 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?

Yes, I Agree

Yes

69 Infringement(s) Explanation of No Answer

Contract Governance

70

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

71 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

N/A

Yes

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

72 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to

provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees (No Response Required)

Some

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions (No Response Required) requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seg. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YFS

Logos and other company marks Please upload your company logo to be added to your (No Response Required) individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Yes Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General N/A Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Yes Agreement? Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate form the Vendor N/A Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING **QUESTIONS**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of

N/A

Long Term Cost Evaluation Criterion # 4.

Conviction(s).

READ CAREFULLY and see in the RFP document under

"Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting

documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by

supporting documentation, receive 0 points.

increases will be 5% or less annually per question

Line Items		
	Response Total:	\$0.00

REFERENCES	
------------	--

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Denton Independent School District	Grace Anne McKay	gmckay2@dentonisd.org	(940) 369-0654
Waco Independent School District	Paul Mach	paul.mach@wacoisd.org	(254) 755-9507
Marble Falls Independent School District	Peggy Little	plittle@mfisd.txed.net	(830) 798-3621

CERTIFICATION BY CORPORATE OFFERER

<u>COMPLETE ONLY IF OFFERER IS A CORPORATION</u>, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER:	Glynlyon, Inc. DBA Odysseywa	are
	(Name of Cor	poration)
Charles I, (Name of C	Mallon Corporate Secretary)	certify that I am the Secretary of the Corporation
named as Ol	FFERER herein above; that	
Charles Mall	on	
(Name of pers	on who completed proposal	document)
who signed the	e foregoing proposal on beha	lf of the corporation offerer is the authorized person that is
Chief Financi	al Officer	
of the said Co	rporation; that said proposal	offer document within the corporation) offer was duly signed for and in behalf of said corporation by hin the scope of its corporate powers.
CORPORATE	SEAL if available	
	Mallon	o e
9/18/2018 DATE		

Insert TIPS RFP# 180902

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and <u>DO NOT</u> desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

N/A						
Name of company claiming co	onfidential status	of mater	ial			
N/A						
Printed Name and Title of au	thorized compan	y officer	claiming conf	identia	al status of n	naterial
N/A						
Address		City		State	ZIP	Phone
ATTACHED ARE COPIES O	PAGI	ES OF CO	NFIDENTIA	L MA	TERIAL FR	ROM OUR
Signature			Dat	e		
OR						
If you <u>do not</u> claim any of your	proposal to be c	onfidentia	al, complete 1	he sec	ction <u>below</u>	only.
Express Waiver: I desire to expectation our response to completing the following and sub TIPS.	the competitive p	rocuremer	nt process (e.g	. RFP	, CSP, Bid,	RFQ, etc.) by
Charles Mallon			Chi	ef Fi	nancial (Officer
Printed Name authorized comp	any officer		Title	of aut	thorized cor	npany officer
300 N. McKemy Ave. (Chandler	AZ	85226		877.7	95.8904
	ity	State	ZIP		Phone	
Simple (10 - 000 C	MR ODO		D	9/18	/2018	



Response to:

The Interlocal Purchasing System (TIPS)

RFP No.: 180902

Solicitation for:

Classroom & Teaching Aids Goods and Services

Due: October 19, 2018 at 3:00 PM



PREPARING STUDENTS FOR COLLEGE, CAREER, & life.

Submitted by: Leslie Brown, Education Specialist | lbrown@odysseyware.com | (501) 442-6021

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The Interlocal Purchasing System Classroom & Teaching Aids Goods and Services

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APPENDICES

APPENDIX A – COURSE GUIDE



BACKGROUND

Students in classrooms today possess varying levels of competency and mastery of grade level concepts. Odysseyware's program provides extra help and resources for all students to become successful. The program consists of:

- Robust Assessments
- Content
- Instruction
- Progress Monitoring Supports & Features

The creators of Odysseyware courses are Subject-Matter Experts (SMEs) and former and current teachers. Using the Understanding by Design model of Wiggins and McTighe and models researched by Robert Marzano and his colleagues, SMEs develop courses using a backward design with the outcome in mind. All assignments and activities support the main goals of each course.

Odysseyware's Development Teams remain apprised of additional research and case studies regarding the effective development of content designed for electronic delivery. The Development Team also researches new technological and pedagogical methods and strategies, which seek to blend the art and science of teaching in more efficient ways.

Odysseyware instructional materials are designed for flexibility and combined into courses created to support a variety of instructional methods, programs, and goals. The content set Odysseyware creates and delivers is used in a myriad of pedagogical approaches – from traditional online academies to blended environments, and traditional instruction to flipped classrooms. Each assignment seeks to engage students with a balanced, multi-media approach. Design specifications – both academic and technical – for Odysseyware's instructional materials are based on a rich history of educational practice and experience.

The content set Odysseyware created and delivers is used in a myriad of pedagogical approaches – from traditional online academies to blended environments, and traditional instruction to flipped classrooms. Additionally, Odysseyware's comprehensive course offerings can be used in the following learning environments:

- Unit Recovery
- Closing Learning Gaps
- Enrichment
- Summer School
- College and Career Readiness

- Intervention
- Concept Recovery
- Alternative Programs
- Struggling Students
- Improved Graduation Rates



HISTORY

Odysseyware was established in 1998 and is a subsidiary of Glynlyon, Inc., the roots of which began in 1977. At that time, there were few curriculums available for homeschooling families, and therefore curriculum developers and writers created product and resources for those families. Glynlyon has been anchored in education since its founding and has been offering educational K-12 solutions for over two decades. Additionally, the company has provided services like those requested in this RFP for nearly 20 years.

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

Odysseyware employs over 450 employees, with offices in Arizona, lowa, and Minnesota.
Odysseyware's Arizona headquarters is displayed on the right.

In addition to our three locations, many of our employees work remotely so that they may better serve the schools and students we support. Additionally, Odysseyware's client base is comprised primarily of public and private schools.



AWARDS AND CERTIFICATIONS

Odysseyware was awarded the 2017 ComputED's 23rd Annual Best Educational Software BESSIE Award in the category of "Best Multi-Subject Website". Odysseyware was also awarded

the 2016 EDDIE Award for Best
Online Curriculum and
Management System. The 21st
Annual Education Software
Review Awards (EDDIES),
sponsored by ComputED Gazette,
target innovative and contentrich software and websites that
augment the classroom
curriculum and improve teacher
productivity by providing





educators with the technology to foster educational excellence. Selection criteria includes:

- Academic content
- Potential for broad classroom use
- Technical merit
- Subject approach
- Management system

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



PRODUCT OVERVIEW

Odysseyware is a leading provider of award-winning, online curriculum and eLearning solutions for public, virtual, charter, and alternative schools. Odysseyware serves over 5,000 schools nationwide and serves several hundred thousand students daily, who are enrolled in at least one course. Odysseyware's learning tools provide administrators, teachers, and students with powerful learning solutions that can be utilized in a myriad of instructional settings.

Odysseyware is a complete online course library delivered to instructors and students via an online platform. It provides students and teachers flexible methods of learning in applications, including credit recovery, home study, blended learning, and more. Individualized instruction is delivered throughout the platform and content is customizable, thereby meeting the unique needs of each student.

Odysseyware curriculum includes:

- 300+ Core Semester Courses for Grades 3-12
- 80+ Career Technical Education (CTE) Courses
- AP® Courses
- Test Prep
- K-8 Remediation Courses

- Electives
 - Fine Arts
 - World Languages
 - Health and Physical Education
- 30+ Social-Emotional Learning (SEL)
 Courses

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

As students work on their courses, they have opportunities to demonstrate their knowledge in



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

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



integration, Odysseyware technology experts will collaborate with implementation teams to evaluate and create a plan that works best for the District.

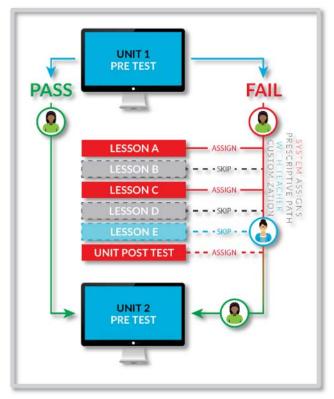
Odysseyware employs a highly-talented team of experts to assist with training and support. At the beginning of our contract, an implementation specialist shall work with District leaders to create a training and implementation program meeting the District's specific needs

ADAPTIVE INSTRUCTION

All Odysseyware courses offer a "sequential" format – applied at teachers' discretion – that requires students to complete course tasks in order. When creating their assignments, teachers have the option to assign one lesson at a time or a bulk of lessons at a time, allowing the students to move more freely through their own learning if the teacher permits. Teachers can set deadlines on each lesson and guide progress as well.

Additionally, most Odysseyware courses are equipped with a prescriptive – or competency – mode, allowing each student's learning experience to be guided by their current capabilities within that course automatically. We call this feature Flex CRx because it flexibly prescribes content based on student capability – the engine automatically creates a custom learning path based on a student's pre-test results and assigns only the specific lessons within a unit the student needs for skill or knowledge development.

If the student does not show mastery at the CRx Pass Threshold – which can be set by District staff – the content in which the student proved mastery is carved out, leaving only instruction in place that will address the skills needed to gain mastery.



Quizzes within a unit adjust automatically so students are only tested on the material they need to master. Tests at the end of the unit assess the full content of the course to ensure mastery of all required skills and knowledge encompassed within the unit.

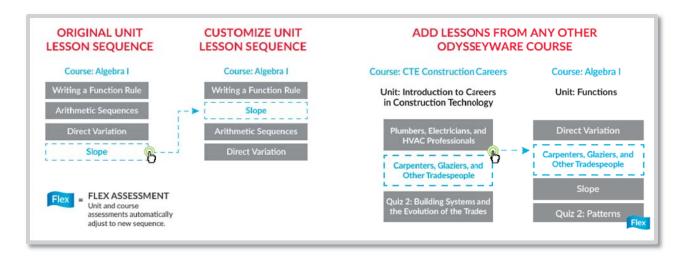
This is a highly valuable feature that helps build efficiency into programs such as Credit Recovery, so students may address areas of weakness effectively and then move forward with their studies. The assessment capabilities and prescriptive learning paths offer students



efficient and targeted resources to gain standards mastery and recover and acquire the course credits they need.

COURSE CUSTOMIZATION

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



This last feature is particularly appealing to creative teachers. It can help answer the age-old question, "Why do I have to learn this?" Teachers may customize courses by drawing lessons from any Odysseyware course; they can even include a lesson from a CTE course in a core academic course. If a teacher, for example, has a group of students in his Geometry class who is

interested in construction, he may insert a lesson on roofing just after introducing the concept of calculating slope. This customization feature offers teachers, and their students an incredible range of learning possibilities that build relevance and help students engage.



The platform allows teachers to customize pacing, adjust syllabi, leverage prescriptive learning plans, and manage cross-curricular course content. Odysseyware also gives teachers the ability to build their own content. The Teacher Authoring Tool empowers teachers to create anything



from a single lesson, project, quiz, or test – to an entire course. The tool can also be used to easily customize, enhance, or alter existing Odysseyware lessons.

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

The customization features allow teachers to:

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



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

Odysseyware has a video of the Teacher Authoring Tool available on our website. If you'd like to see more, please visit https://www.odysseyware.com/teacher-authoring-tool.

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

ACCOMMODATION SUPPORTS

The Odysseyware platform delivers a variety of accommodation supports for students with disabilities. For example, visually impaired students may listen to read-alouds of content



available in six different voices and six fluency rates. Videos are transcribed, and graphics have been alt-tagged for read descriptions as well. All videos are transcribed for students with hearing impairments.

Teachers may make student-level modifications for students requiring additional time to complete a course and those who may benefit from different types of evaluation – i.e. Individual Education Plan (IEP). For example, if a student requires additional time on a course, the instructor may adjust the due dates, as well as the number of attempts the student is allowed in completing a lesson or assessment. Instructors may also take an IEP into account when setting grade weights on assessments.

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

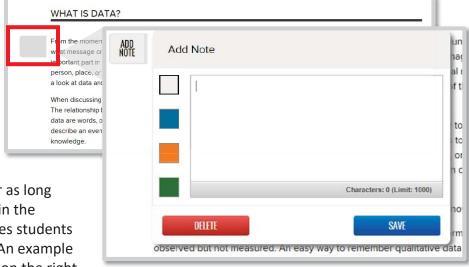
Although the Odysseyware platform includes many native applications assisting students with special needs, the program is web-based and therefore any third-party device, such as refreshable Braille readers or text enlargement devices – i.e. Dragon Speak – may be used with Odysseyware content if the devices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

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

NOTE TABS

Along the margins of the text, students can hover over not tabs, which call forth a note pad where students may insert their observations or notes to themselves. These notes may be printed out for later use, color

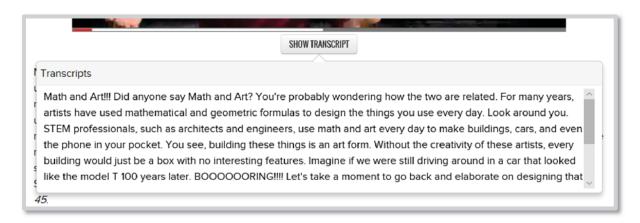
coded, and maintained for as long as the student is enrolled in the course. This feature enables students close-reading of the text. An example of this feature is provided on the right.





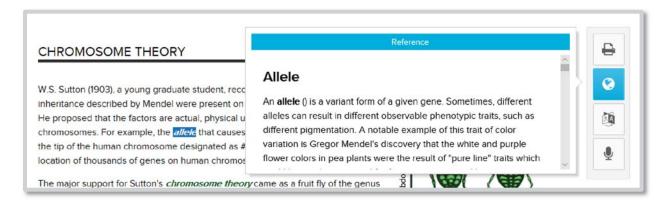
TRANSCRIPTS

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



LOOKUP

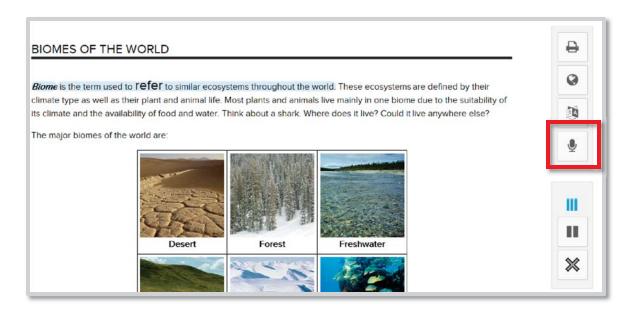
A small bar on the right side of the page gives students the ability to look up words or terms that may be new to them. If a student encounters a term they do not understand, they simply highlight the term and click the globe icon. This accesses the internet, retrieving relevant definitions to help the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



READ ALOUD

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





TRANSLATION

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



All text – whether part of lesson, project, quiz, or test – may be translated into any of the following 23 languages, including:

- Arabic
- Burmese
- Simplified Chinese
- Traditional Chinese
- Czech
- French

- German
- Greek
- Haitian Creole



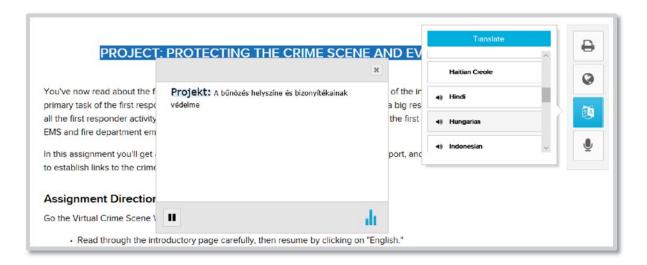
- Hindi
- Hungarian
- Indonesian
- Italian
- Japanese

- Korean
- Polish
- Portuguese
- Romanian
- Russian

- Somali
- Spanish
- Thai
- Vietnamese

AUDIO TRANSLATION

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



Audio translation is available in the languages listed above, excluding Burmese, Haitian Creole, Somali, and Vietnamese.

MESSAGE

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





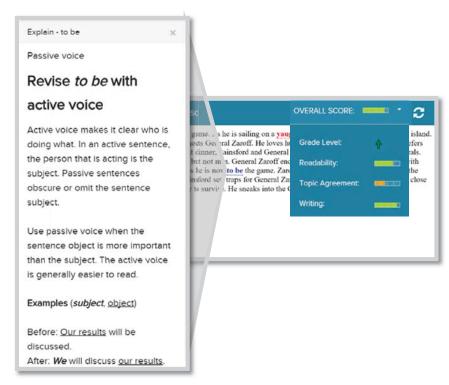
WRITING TOOL

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

The system also provides an overall writing score accounting for:

- Grade level writing abilities
- Readability i.e. sentence form and complexity
- Overall topic agreement –
 i.e. lesson vocabulary word
 utilization

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





HELP TAB

Odysseyware provides unlimited customer and technical support at no additional cost. Support options include telephone and email. Odysseyware's technical support line for administrators, teachers, students, and parents is available Monday through Friday, 7 AM to 11 PM CT and Saturday through Sunday, 1 PM to 7 PM CT. Students may access contact information for the technical support line may at any time by selecting the Help Tab, which is available on every page of the Student Portal, as evidenced in the image below.



These features are available throughout the entire program – regardless of course type. A student taking a CTE course on forensics will have the same access to these features as a student taking a history course. All students have the same experience throughout the program because all content is housed on the same platform. Students do not need to log into separate delivery platforms or learn to navigate courses with a different set of tools when switching from course to course. This alleviates any potential confusion, removes a need to re-learn, and makes it very simple for teachers to help at any point in time.

ENGLISH LANGUAGE LEARNER RESOURCES

Odysseyware instructional supports, customization tools, messaging features, and prescriptive assessment and learning paths offer many benefits to English Language Learner students. These students may be supported by visual aids, assisting them in understanding meaning and making connections.

Content is organized around a key concept, theme, or topic to create structure in learning. Material is scaffolded to increase comprehension while building off prior knowledge. Resources such as the text-to-speech and translation tools, vocabulary arcade, direct instruction videos, dynamic learning activities, and notes also support these students.

Translation and text-to-speech functionality are provided for all lesson content, including assessments. The Translation function translates any selected words or phrases included in the lessons from English to a variety of supported languages. These tools allow students, at any point within a lesson, project, or assessment to translate text into one of the 23 languages listed above. Additionally, 19 of these languages are provided in spoken versions as well.



Students literate in their first language and struggling with English may use the Translation Tool to gain access and understanding of the lesson content.

Additionally, text transcription is available for every embedded instructional video, and the translation tool can be used with such transcripts.

These features are available throughout the entire program – regardless of course type. A student taking a CTE course on Roofing will have the same access to these features as a student taking Geometry. All students have the same experience throughout the program because all content is housed on the same platform. Students do not need to log into separate delivery platforms or learn to navigate courses with a different set of tools when switching from course to course. This alleviates any potential confusion, removes a need to re-learn, and makes it very simple for teachers to help at any point in time.

INTERFACES

Details regarding Odysseyware's three portals – student, administrator, and parent – are provided below.

STUDENT PORTAL

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

to assignments, correspond with teachers, and view their progress reports.

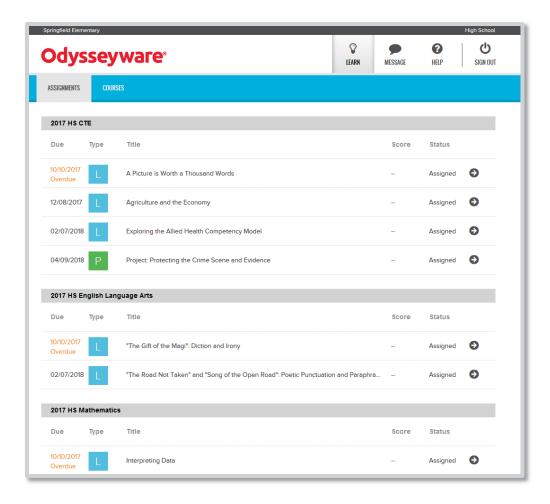
The first time a student visits the site, they will view a short video introducing the site and providing helpful hints, as evidenced in the image on the right.

Students also learn how to get help if needed – throughout the site a help



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

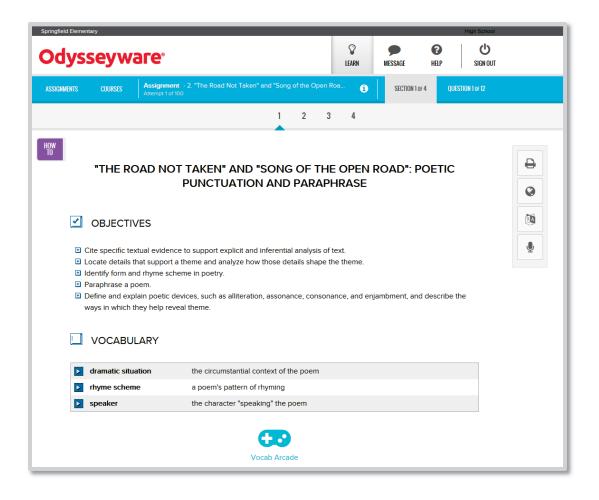




Each course contains a list of lessons, projects, quizzes and tests a student may simply click to launch, an example of which is provided above. Upon opening a lesson, the student immediately views the lesson title, overview, and objectives. This assists the student in understanding the purpose and outcome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

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





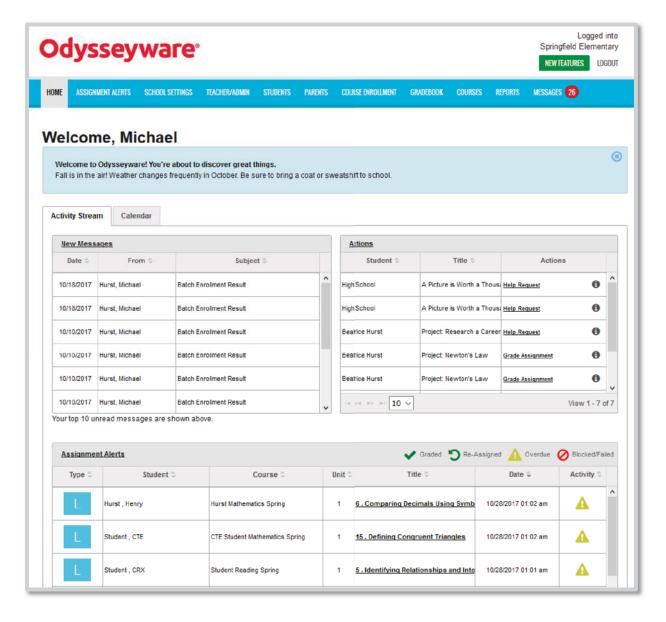
Lessons are composed of an even mix of text and media; this is intentional. Odysseyware has found that student engagement is difficult to maintain with text-heavy lessons and lessons with long, lecture-like videos. By providing appropriate text length, students can develop the reading stamina needed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

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

ADMINISTRATOR PORTAL

Administrators and teachers access the website through the same login page as students; however, based on their credentials, administrators are taken to a role-specific portal. The Administrator Portal provides users with immediate, relevant, and timely information — such as messages from students, actions required, and alerts about student assignments. If a student submits a question to their teacher at any point, the teacher will see that question upon logging in. The image below is an example of the Administrator Portal home page.





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

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

- Adding New Students
- Adjusting Course Content



- Managing Username/Passwords
- Generating Reports

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

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

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

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

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

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

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

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

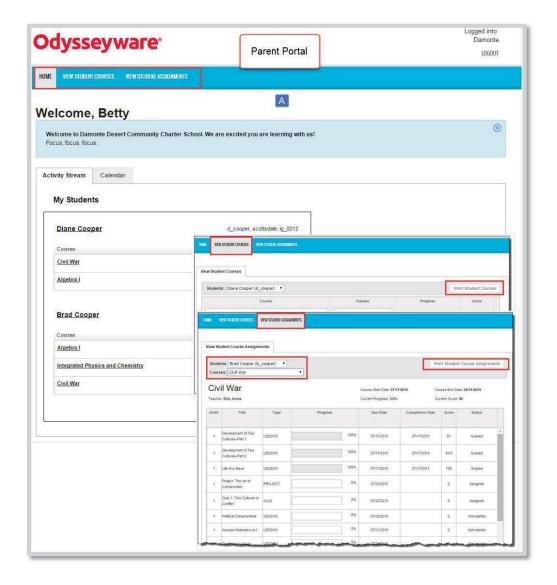
PARENT PORTAL

Odysseyware also provides teachers the ability to share information about student progress and assignments with parents. Parents and guardians have access to a Parent Portal, allowing



them to review students' progress in courses and assignments, view the school calendar, and run student progress reports. This is great way to maintain parent engagement in their child's learning and establish a positive connection between parents and teachers.

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



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



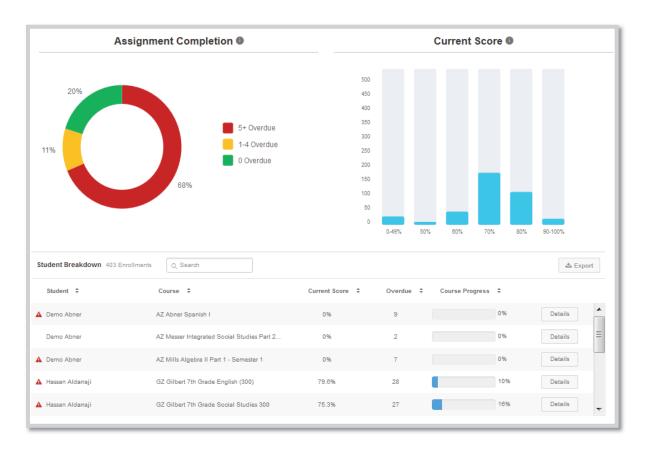
REPORTING

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

The easy-to-use interactive dashboard provides:

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

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

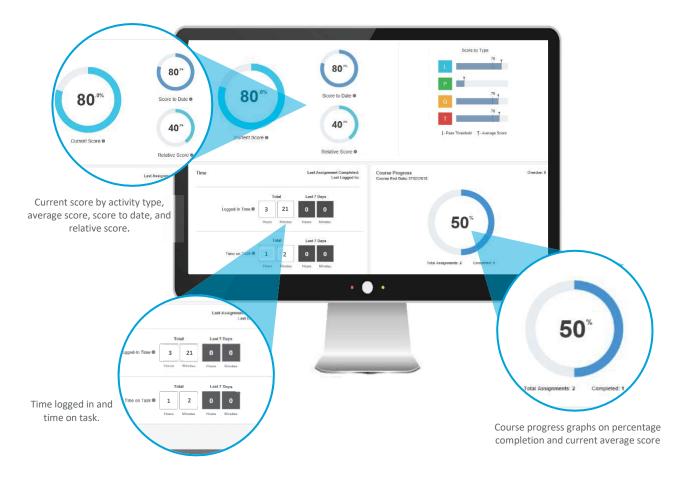


The actionable data included in the Odysseyware dashboard represents essential progress measurements for students. This includes several score figures, including current score by activity type, average score, and relative score. Teachers can also view the time students are



logged in and the amount time spent on a specific task. Course progress graphs are also available, showing percentage completion and the current average score.

The image provided below reflects Odysseyware's progress measurement dashboard.

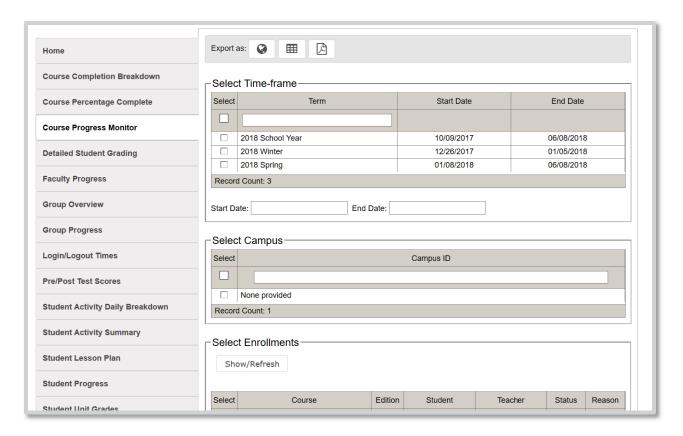


The reporting dashboard appears whenever teachers and administrators click the Reports Tab present in the Administrative Portal, which was described in detail above. The dashboard is one of many reporting options already available for teacher and administrator use.

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

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





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

The following reports are available in Odysseyware:

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



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

Odysseyware provides students with another layer of support through the creation of the Learner Dashboard, designed to invite student agency and learning accountability. The Learner Dashboard acts as the landing page when students select the courses tab and empowers students to monitor their scores, progress, and pacing.

THE LEARNER DASHBOARD

The Learner Dashboard is intuitive, easy to use, and provides students with an understanding of their progress – listing tasks students need to complete and the date by which students must complete those tasks. It acts as a digital planner – promoting responsibility, greater student engagement, and active learning – while simultaneously providing insight into student learning and encouraging the use of organizational strategies.

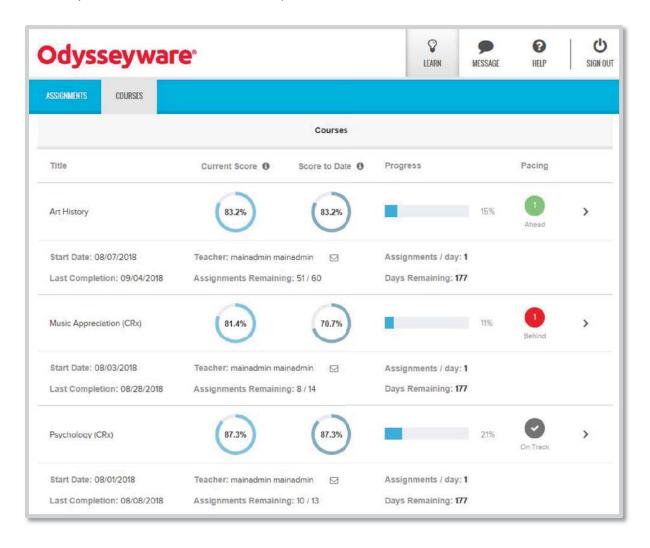
This course overview dashboard information includes:

- Courses in which students are enrolled
- Course start date
- Course teacher



- Number of assignments required to complete the course on time
- The last date an assignment was completed
- · Assignments remaining in the course
- Days remaining in the course

An example of the learner dashboard is provided below.



Students also have access to key data points, providing insight into their course score. The key data points are as follows:

CURRENT SCORE:

Current score is a student's earned score for all completed and graded assignments. The current score is based only on graded assignments the student has completed.



SCORE TO DATE:

The score to date is a comprehensive view of a student's course score. The system awards zeros for overdue assignments, factoring the overdue assignments into the current score. The score to date is a student's earned score for all completed, graded, and overdue assignments.

Please Note: The current score and score to date data is the same information teachers view on the reporting dashboard via the Administrator Portal, providing consistency for both teachers and students.

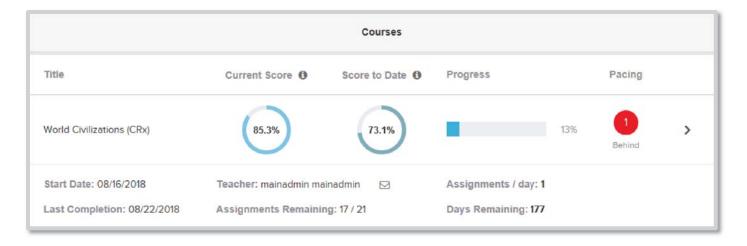
Progress:

The progress bar provides students with the percentage of the course they have completed.

PACING:

Allows students to see if they are ahead, on track, or behind in their studies. If students are behind, they'll be able to see how many assignments they must complete to get back on track and complete the course on time.

In the screen shot below, the student is behind in their course progress.



Students may directly message the teacher of record from the Learner Dashboard if a student has any questions or concerns, which promotes easy, open, and frequent communication.



CURRICULUM

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

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

- Vocabulary Games
- Interactive Labs
- Videos
- Text

The content provided within each course mixes different types of media, ensuring the student remains engaged. Written text is augmented



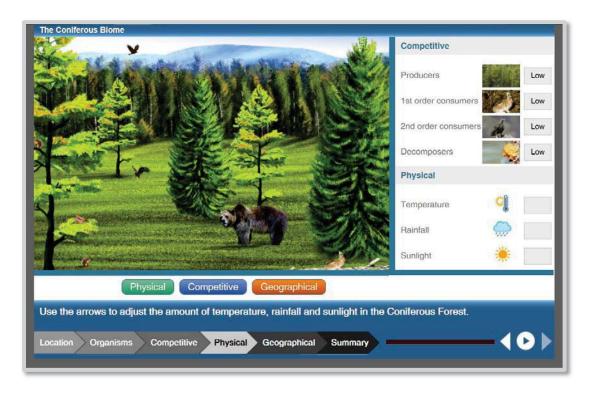
with short videos and interactive games, creating a variable experience, while simultaneously employing a Gradual Release of Responsibility – students first see a demonstration of a new concept, then have an opportunity to engage and practice, until they finally demonstrate the concept themselves.

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

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



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



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

- Student Feedback & Progress Monitoring
- Interactive Games & Activities
- Virtual Labs for Math & Science
- Interesting & Relatable Readings & Texts
- Re-Teaching Options
- Translation Read-Alouds
- ELL & Special Education Supports

- Personalized Learning Plans
- Authentic Learning Environments
- Inquiry-Based Instruction
- Active Thinking
- Ability to Customize Content
- Consistent & Easy to Use System
- Notes and Reviews
- Real World Applications

The standards-aligned lessons, projects, and instructional tools establish the goals of the instructional activity, provide background knowledge, present the learning objectives in a larger conceptual context, and introduce key academic vocabulary to prepare students for learning. The system incorporates a wide range of instructional models with the ability to customize and personalize learning for each student. As part of the lessons, students learn to use and apply



content learning and higher order thinking skills via interpretation of data within spreadsheets, writing and editing, and word processing activities.

Interactive labs provide opportunities for students to engage with simulations for scientific inquiry using dissection tools or other science-related tools available online or within the classroom. Students also have the opportunity for more advanced exploration of content-specific tools via CTE and other elective options, or through integration of lessons via Odysseyware course customization options.

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



Odysseyware is also investing resources in developing virtual reality modules, taking students on virtual field trips to locations such as the Grand Canyon.

LESSON STRUCTURE

The Odysseyware lessons are structured to help students build proficiency and progressively move toward content mastery, capture accomplishments, and engage in rich and challenging concepts. The interactive learning activities, direct-instruction videos, and multi-media content provided throughout the curriculum emphasize real-world scenarios to build relevance and engagement.



Students analyze a variety of complex texts and literature and conduct frequent research, utilize technology to gather information, review academic vocabulary, and create evidence-supported arguments. Reading materials include informational – nonfiction and expository – text with required close reading. Reading and literacy are included across the curricula. Odysseyware has incorporated the Gradual Release of Responsibility model of instruction into our curriculum, which is an effective approach for improving literacy achievement and reading comprehension.

Twenty-first century skills are provided throughout the content to prepare students for college and career success. Activities and skills include:

- Critical thinking
- Problem solving
- Reasoning & analysis
- Interpretations & synthesizing information
- Research skills & practices
- Creativity, imagination, & innovation
- Global awareness & multicultural information
- Scientific literacy & reasoning using the scientific method

These activities encourage and instill close and guided best practices for reading. They assist learners in identifying such issues as:

- Sound & rhythm
- Imagery & figurative language
- Voice
- Character portrayal
- Setting importance
- Plot structure

These exercises encourage students to examine the language and structure of fiction or nonfiction as well as the ideas or feelings they express, and to investigate the intricate links between form and content.

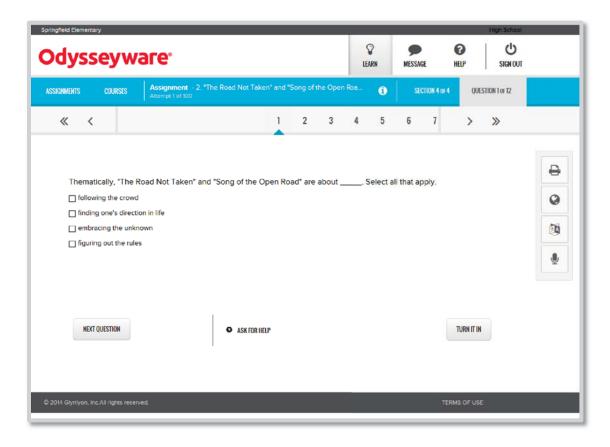
ASSESSMENTS

Odysseyware provides ongoing assessments designed to inform teacher decisions and customizations based on student performance data. The program provides a seamless process of assessment and diagnosis, intervention activities, retesting, and further intervention, as needed – making it possible for teachers to use real-time data to meet the needs of individual students without over testing students.

As students progress through lessons and projects, they will not be able to complete the lesson until they demonstrate content comprehension by correctly answering a few questions. These



questions are available on the same lesson navigation bar as the lesson units; therefore, students may flip back and forth between questions and content – viewing notes and reviewing videos or other media – to provide a response. An example of the question screen is provided below.



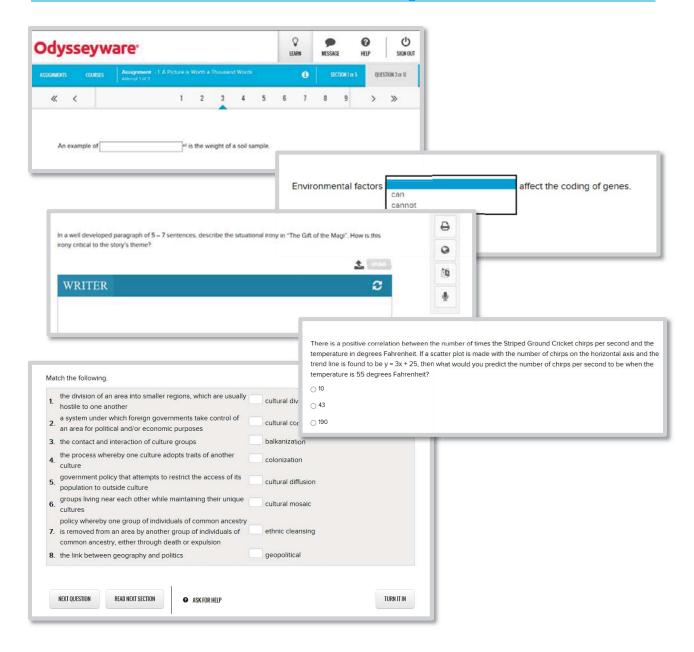
Odysseyware assessments use a variety of technology-enhanced items to evaluate student ability at all Depth of Knowledge (DOK) levels. Item types provide students with both constructed, selected, and extended response items. Standard courses include the 12 types of items listed below:

- Multiple Choice
- True False
- Text Multiple Choice
- Fill in the Blank
- Multiple Select
- Matching

- Paragraph
- Essay
- Drag & Drop
- Layered Textbox
- Graphic Multiple Choice
- Unordered

Examples of several of these assessment items are provided below.





The frequency of test and quiz attempts are determined by the teacher and established at the time of assignment. Assessment items can be randomized; however, the order of assessment answers may not. Odysseyware tests and quizzes can also be modified by the teacher to appear at different frequencies. Additionally, testing items can be included, removed, modified, or created.

Odysseyware allows students to receive immediate feedback on missed problems for all courses. This program feature can be adjusted for individual students or classes and is available at the instructor's discretion. Once student work is graded, the instructor may give the student permission to view their comments, which can include examples of how to think about the problem differently.



The assessment provided with each lesson acts as the final stage of the Gradual Release of Responsibility that underpins the design of all Odysseyware course curriculum. The student is initially introduced to a concept through demonstration, then offered opportunities to interact with the content, and finally demonstrate their knowledge. This proven technique adds another layer to student engagement and, as research proves, helps students learn each concept quickly.

Formative assessments are given throughout the program to inform the teacher about the level of instructional tools that are appropriate for a given student and continuously guide the adaptive instructional path. Summative assessments enable both the students and teacher to reflect on what has been learned and the level of mastery attained. Flex Assessment ensures students' progress is monitored and that appropriate levels of instructional material are provided.

Assignments include guided and independent practice activities and items to assess content and concepts within each lesson. These are followed by quizzes and unit tests that are more summative in nature. In the upper grades, cumulative semester and final exams are included.

Odysseyware provides a bank of tests for summative assessments. These tests can be assigned at the discretion of the teacher and are crafted to provide students with questions directly correlated to the content with which they have been interacting.

END OF COURSE EXAMS

One key aspect of Odysseyware's course design process is to ensure content is aligned to the appropriate level of cognitive rigor demanded by the wording of a given standard. This ensures students are presented with learning materials to prepare them for the End of Course exams in Texas. Within Odysseyware course materials, assessments serve three basic purposes:

- To certify student learning summative
- To provide data for planning formative
- To provide feedback guided practice

Odysseyware assessments are designed to measure evidence of standards and objectives meeting at the course, unit, and assignment levels. Clear expectations for students are delineated as well as multiple opportunities for assessment and feedback. Expected outcomes based on measurable objectives and the assessment purpose provide data for the assessments designed for each course. Students have multiple opportunities within each course to demonstrate depth of knowledge and understanding of the standards and concepts studied. This data informs both students and teachers as to how well-prepared students are for their End of Course exams.

Planning and authoring for every purpose is key to providing strong assessments within each course. Odysseyware's Curriculum Development team uses Webb's Depth of Knowledge (DOK)



classification system as a metric of complexity alignment between the targeted standards and assessment items – which are used to verify academic movement toward mastery of the target. Webb's DOK is a language system used to describe the content complexity of learning expectations, instructional materials, and assessment items. The DOK framework includes four levels of content complexity:

- DOK 1 Recall and Reproduction
- DOK 2 Skills and Concepts
- DOK 3 Strategic Thinking
- DOK 4 Extended Thinking

Descriptive definitions for each level are specific to each subject area. Assessment authoring is a collaboration between instructional designers, SMEs, assessment authors, and content reviewers to increase the level of validity.

Odysseyware is a WebbAlign DOK Partner, further demonstrating our commitment to designing curriculum at the appropriate level of rigor. Curriculum Development teams participate in DOK training annually to deepen their level of understanding and sharpen best practices regarding standards alignment and related assessments to the appropriate DOK level.

STAAR

Odysseyware offers web-based courses to support student success on State of Texas Assessments of Academic Readiness (STAAR). Odysseyware STAAR courses pinpoint skill deficiencies and generate personalized learning paths based on diagnostic assessments that target key learning gaps, thereby maximizing student growth. STAAR courses also empower students to build proficiency, achieve content mastery, and engage in rich and challenging realworld applications through video and interactive activities. Developed in partnership with Texas teachers, STAAR lessons and activities:

- Provide TEKS-aligned lessons for remediation based upon students' prior year scores
- Build foundational skills to support grade-level growth
- Allow teachers to quickly troubleshoot incoming students' skills and determine weaknesses
- Offer targeted and personalized instruction through Odysseyware Credit Recovery mode
- Supply teachers with easy-to-use dashboard data to quickly monitor student progress

Additionally, teachers may use Odysseyware STAAR lessons and activities for:

- Pull-out remediation
- Before and after school
- Summer school
- STAAR EOC support resources
- Homework resources



Odysseyware STAAR courses include several intervention supports, such as direct instruction, guided and independent practice, vocabulary and reference and ELL supports. Additionally, STAAR courses are available with any purchase of the Odysseyware Texas Course Library.

GRADUAL RELEASE OF RESPONSIBILITY

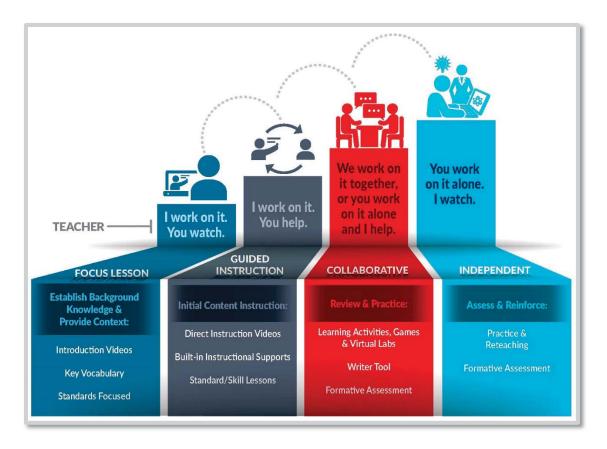
Odysseyware content is intentionally designed to engage and meet the needs of all learners including:

- Struggling students
- Special education students
- English Language Learners
- Students needing intervention or enrichment

To meet these diverse learning needs, Odysseyware curriculum experts and instructional designers utilize the modalities of Understanding by Design and the Gradual Release of Responsibility.

These modalities emphasize the creation of logical learning paths, initially presenting learners with big-picture concepts. Students are also introduced to rich background knowledge that assists in systemically drilling down to more granular, essential, and supporting standards. Additionally, students have generous opportunities for practice, deeper learning, and proof of mastery. The image below is an overview of Odysseyware's Gradual Release of Responsibility.





The Gradual Release of Responsibility framework encourages students to learn deeply, think critically and creatively, and mobilize learning strategies. Embedded formative and summative assessments coupled with instructional supports, appropriate media, and interactive activities provide students with multimodal instruction to address diverse learning styles. Additionally, Gradual Release of Responsibility allows students to progress and practice at their own pace, receiving support and guided instruction as needed.

The curriculum is also designed to:

- Empower students to build proficiency
- Progressively move toward content mastery
- Capture accomplishments
- Engage in rich and challenging real-world concepts

The interactive learning activities – i.e. direct-instruction videos and multi-media content – emphasize real-world scenarios. Students complete performance tasks and projects at higher DOK levels to develop and apply skills to complex, real-world situations.

The standards-aligned lessons, projects, and instructional tools establish goals to prepare students for learning. These goals are reached by providing students with:



- Instructional activity
- Background knowledge
- Conceptual content learning objectives
- Key academic vocabulary

The system incorporates a wide range of instructional models with the ability to customize and personalize learning for each student.

BIENDED LEARNING

In addition to Odysseyware's 300+ K-12 courses – which may be taught in blended learning environments – Odysseyware also offers a Blended Learning Library designed specifically for use within Math and ELA courses.

Whether the District uses a flex model, station rotation, lab rotation, or other model, the resources in the Blended Learning Library can be searched and added to any student's learning path to serve as:

- Intervention
- Concept recovery
- Skill review
- Classroom instruction
- Digital lesson
- Flipped classroom
- Small-group learning

The Blended Learning Library contains lessons consisting of a direct instruction video or animation, examples and explanations, and independent practice items.

Rotation Model Flex Model Students rotate on a fixed schedule or A program in which content and at the teacher's discretion between instruction are delivered primarily learning modalities, at least one of by the Internet, students move on an individually customized, fluid schedule which is online learning: among learning modalities, and the Lab Rotation teacher-of-record is on-site. Station Rotation Flipped Classroom · Individual Rotation **Enriched Virtual Model** Self-Blend Model A whole-school experience, in which Students self-blend some individual students divide their time between online courses and take other attending a brick-and-mortar campus courses at a brick-and-mortar and learning remotely, using online campus with face-to-face teachers. delivery of content and instruction within each course. *SOURCE: Innosight Institute research white paper "Classifying K-12 Blended Learning" by Heather Staker and Michael B. Horn, Published May 2012 on www.innosightinstitute.org



CLASSPACE

ClassPace is the only blended learning solution empowering teachers to create a class-level learning playlist of standards-aligned curriculum. The product includes a powerful standards-based search engine tapping into Odysseyware's library of Math, ELA, Science, and Social Studies course lessons and projects.

ClassPace was developed to respond to the need among classroom teachers to provide whole class and small group instruction using blended learning resources aligned to teacher-led lessons. With ClassPace, teachers may quickly assign learning modules – typically up to 10 activities – addressing specific learning targets or concepts. Teachers can also quickly access actionable class-level, small group, or individual data regarding the lessons, and modify instruction to keep students on pace – either in-class or using Odysseyware digital resources.

ClassPace is designed around the following principles:

- Provide simplicity and flexibility within manageable structure
- Provide quick access to consistent and engaging standards-based digital resources
- Bring data to the surface and make it a part of classroom instruction
- Promote student agency

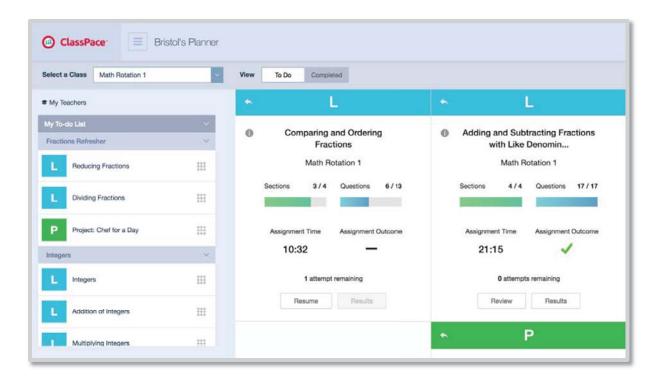
STANDARDS-BASED SEARCH ENGINE

A unique search feature allows teachers to quickly and easily search for content by standard, subject, and grade level. Teachers select from a wide variety of standards-based content and assign lessons aligned to group-level learning priorities, ensuring students are working on the specific content objectives aligned to the daily lesson. Teachers also have the option to assign the lesson for whole group or small group instruction.

STUDENT PLANNER

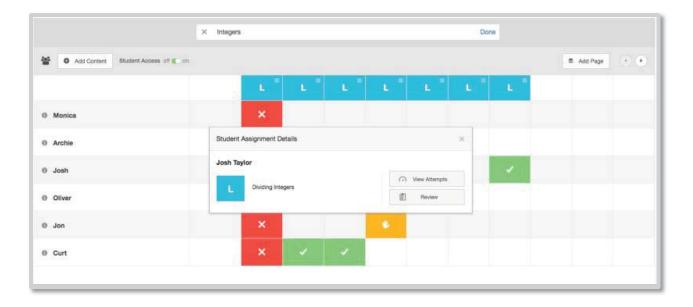
ClassPace also features an engaging student planner, an example of which is provided in the image below. Students work from a daily planner in which they view the teacher-assigned lessons and projects. Students may select the order in which they work on their assignments by simply dragging and dropping the lesson into their planner. Students can also quickly see how they are progressing and the assignments they have left to complete. This clean, intuitive design gives students more control over elements of their learning path and pace.





ASSIGNMENT TOOL

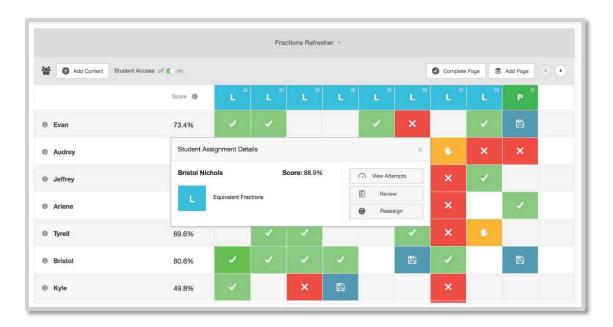
Odysseyware's ClassPace platform also includes a "concept-based" lesson assignment tool for teachers to use in aligning face-to-face instruction with digital instruction to support student achievement of daily learning objectives. Teachers may also add or delete assignments based on student progress, allowing teachers to respond to student needs quickly. This ensures students master essential concepts and move to more advanced levels of instruction. An example of this lesson assignment tool is provided below.





VISUAL REPORTS

Teachers can easily monitor whole class, small group, and individual student progress with an intuitive gradebook and visual reports. These reports help teachers readily see how students are progressing through the lessons via quick icon references. The reports can also drill down for more granular achievement progress information to inform instructional decision-making. An example of the ClassPace Gradebook is provided below.



CARFER TECHNICAL EDUCATION

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

- Middle School Career Exploration
- Agriculture, Food & Natural Resources
- Architecture & Construction
- Arts, A/V Technology & Communications
- Business Management & Administration
- Education & Training
- Finance
- Government & Public Administration
- Health Science
- Human Services
- Hospitality & Tourism



- Information Technology
- Law, Public Safety, Corrections & Security
- Manufacturing
- Marketing
- Science, Technology, Engineering & Mathematics
- Transportation, Distribution & Logistics

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



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

TEST PREP

Odysseyware's high school Test Prep courses provide students with the instruction, practice, and assessments required to prepare them for success on high school equivalency tests and college entrance exams, including:

- GED[®]
- ACT®
- HiSET®
- TASC™

Courses include embedded review and practice opportunities, as well as study tips and concept review videos. Each specific course practice test





reflects the design and question types of the test to which it refers. Odysseyware Test Prep courses contain content-specific direct instruction videos – overview and strategies – dynamic learning activities, and Odysseyware's embedded instructional supports such as vocabulary, text-to-speech, glossary, and translation.

ACT

The American College Test (ACT) is a national college admissions examination consisting of subject area tests in English, Mathematics, Reading, and Science. The Odysseyware ACT Test Prep course provides students with essential overviews, practice activities, and tests for these subjects. The ACT Plus Writing includes the four subject area tests plus a 30-minute writing test. ACT results are accepted by all four-year colleges and universities in the United States. The Odysseyware Test Prep course includes:

- ACT Prep Test Orientation
- English, Math, Reading, Science, and Writing Modules
- Four practice tests, each with 215 assessment items with rationales

GED

The General Educational Development (GED) Test is designed for people who, for various reasons, did not graduate from high school but wish to earn a certificate equivalent to the high school diploma. Odysseyware's GED Test Prep course includes:

- GED Test Prep Orientation
- English, Math, Reading, Science, and Writing Modules
- Four practice tests with rationales
- Language Arts, History and Geography, Mathematics, and Science Courses

HISET

The High School Equivalency Test (HiSET) is an assessment of skills and knowledge comparable to those of a high school graduate. It is an alternative for those who are unable to finish high school. The HiSET test is a series of five tests covering Writing, Science, Math, Literature and the Arts, and Social Studies. HiSET Test Prep offers:

- Core diagnostic assessment and instruction for English, Math, Reading, Science, Social Science, and Writing
- Common Core summative assessments measuring student progress in English and Math
- Four practice tests available in paper-and-pencil and online formats

TASC

Test Assessing Secondary Completion (TASC) is a national high school equivalency test that assesses five subject areas including: Reading, Writing, Mathematics, Science, and Social Studies. It measures examinees' levels of achievement relative to that of graduating high school seniors and career and college readiness, as outlined by the CCSS. TASC Prep offers:



- Core diagnostic assessment and instruction for English, Math, Reading, Science, Social Science, and Writing
- Common Core summative assessments measure student progress in English and Math
- Four practice tests available in paper-and-pencil and online formats

The table below lists additional features of Odysseyware's Test Prep Courses.

SUPPORT	ACT PREP	GED PREP	TASC PREP	HISET PREP
LESSONS NUMBER	4-5 Review Lessons per Unit*	15-30 Lessons per Subject Area	15-20 Lessons per Subject Area	15-20 Lessons per Subject Area
QUESTIONS TYPES	Short Response Multiple Choice True/False	Selected Response Extended Response Multiple Choice	Multiple Choice Free Response (1 to 5 Questions)	Multiple Choice Free Response (1 to 5 Questions)
COURSE LENGTH	10-13 Weeks	1 Semester	1 Semester	1 Semester
SUBJECT AREAS	Math Reading Science Writing	Language Arts Math Reading Science Writing Social Studies	Language Arts Math Reading Science Writing Social Studies	Language Arts Math Reading Science Writing Social Studies
END OF UNIT PRACTICE TESTS	4 Versions	4 Versions	4 Versions PDF Version for Teachers to Print	4 Versions PDF Version for Teachers to Print
COURSE STRUCTURE	ACT College and Career Readiness Standards	CCSS Depth of Knowledge NGSS College and Career Readiness Standards	CCSS Depth of Knowledge NGSS College and Career Readiness Standards	College and Career Readiness Standards Educational Testing Standards (ETS)
COURSE CONTENT	Overviews Dynamic Learning Activities Direct Instruction Videos Practice Tests	Overviews Dynamic Learning Activities Direct Instruction Videos Practice Tests	Overviews Dynamic Learning Activities Direct Instruction Videos Practice Tests	Overviews Dynamic Learning Activities Direct Instruction Videos Practice Tests

^{*}Each lesson is about three hours' worth of material, formatted to smaller sections within the lesson

AP COURSES

Odysseyware AP® courses are developed by seasoned AP teachers with years of successful experience assisting students in meeting the rigorous requirements of the AP subject area



exams. Additionally, the instructors who developed the courses have a 90-percent or higher student passage rate on each of the AP exams. These blended learning, college-level courses prepare students for the AP exams and are meant to be used in conjunction with - and integrated into – brick-and-mortar classrooms.

Odysseyware AP courses are College Board reviewed, which authorizes schools to use the AP designation and appropriately weigh student GPAs on their transcripts. Highly-qualified and state certified teachers are also available to instruct these courses through Odysseyware Academic Services and Academy.

Odysseyware offers AP courses in the following subjects:

- **Human Geography**
- U.S. Government and Politics
- Macroeconomics
- **English Language and Composition**
- Calculus AB
- Comparative Government and Politics



Odysseyware also offers an additional level of support to our partners and their students via an engaging, relevant SEL program. Through BASE

Education, Odysseyware delivers comprehensive SEL courses with program features – expanded upon below - designed to support the whole learner. Students and districts may use BASE Education in prevention or intervention settings, providing effective, relevant



CollegeBoard

support to students who need help dealing with social or emotional issues.

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

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

- **Health Credits**
- Suspension & Expulsion Alternatives
- Detention
- **Group Dialogues**

- Behavioral Interventions & Stabilization
- IEP Planning
- **Family Cohesion**





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

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

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

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

Benefits

School and Community Benefits



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



Increased Engagement Keep students participating and functional in class



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



Retention Schools have actionable data & clear pathways to intervene

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



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

"Our students are learning that their current level of functioning or their current defense mechanisms (and) coping skills need work and what they say or do can have consequences."

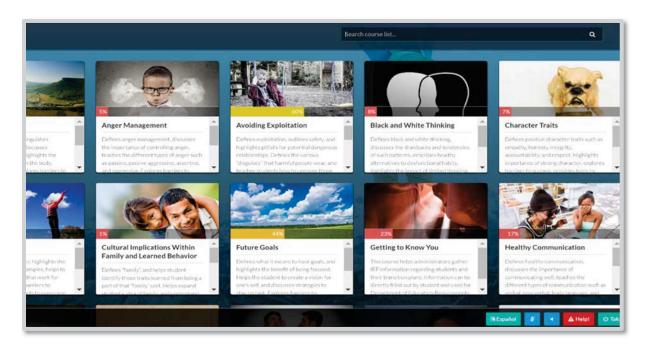
SCHOOL SOCIAL WORKER

DENVER PUBLIC SCHOOLS, CO

CONTENT

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

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



The current course list includes the following topics:

- Adrenaline
- Anger Management

Avoiding Exploitation



- Developed in conjunction with iEmphatize
- Black and White Thinking
- Bullying and Cyberbullying
- Character Traits
- Coping Strategies
- Cultural Implications within Family
- Digital Citizenship
- Future Goals
- Getting to Know You
 - Developed in conjunction PALS4ED
- Healthy Communication
- Impulsive Decision-Making
- Irrational Thinking
- Learned Helplessness
- Motivation
- Primary and Secondary Impacts of Behavior
- Putting It All Together

- Raising Awareness About Opiates
 - Developed in conjunction with the FBI and DEA
- Refocus
- Refusal Skills
- Restorative Practices
- Self Esteem
- Strategies for Successful Return to School
- Substance Abuse (30 Modules)
 - Developed in conjunction with Act on Drugs and FBI
- Talking to Parents and Guardians
- Talking to Peers
- Truancy
 - Developed in conjunction with NCSE
- Vision of Self

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

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



New courses currently in development will cover topics including Anxiety/Depression, LGBTQ, Mood Management, Aggression, Children of Divorce, Gangs, Self-Harm, and Hopelessness.

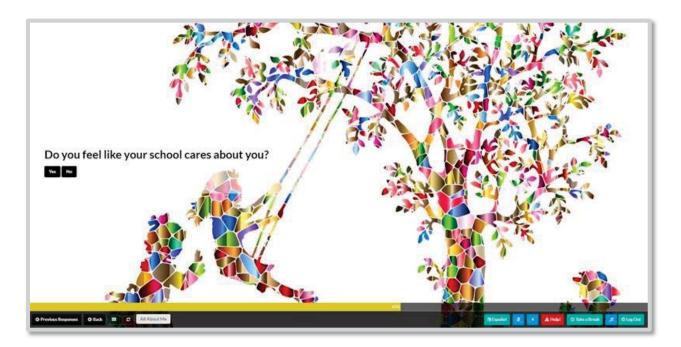


Although the majority of SEL courses were developed for students in grades 6 through 12, BASE Education has released additional courses suited for students in grades 3 through 5. These courses include:

- All About Me
- Digital Citizenship
- Self-Regulation
- Healthy Friendships
- Goals

- Bullying/Cyberbullying
- Feeling Proud
- Member of My Community
- Using my Voice

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



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

FEATURES

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

For example, an administrator reviewing student responses can see that a student completing a sentence initially wrote "I wish I could sleep all the time and eventually disappear" and then



changed their sentence to "I wish I could <u>work</u> all the time and eventually <u>be rich</u>." The original text is captured and can be used to notify a counselor or administrator of a student in potential angst. This is only one of several features available to students and administrators to help identify early warning signs of social or emotional distress.

Other program features include:

FIREWORD™

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

TEXT-TO-SPEECH

The BASE Education platform offers a text-to-voice feature for students struggling with literacy. Additionally, BASE Education courses are targeted to a 7th-grade reading level.

ACCOUNT ACCESS

Students retain access to their BASE Education account as long as their school or mental health facility maintains a BASE Education membership. If a student changes schools, their new school can reactivate their account to



continue their development.

NOTIFICATIONS

Supervising adults are notified immediately via email to review a specific student response. Upon reviewing the response, the supervisor is required to indicate whether the response is benign or dangerous.

TEXT BUTTONS

The placement of text and advancement buttons vary from question to question, preventing a student from falling into a predictable pattern of providing a response and clicking next. This subtle change promotes student engagement.

FIREWORD™

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

TEXT-TO-SPEECH

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SPARK

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



IMPLEMENTATION AND TRAINING

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

TRAINING FOR TEACHERS

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

- An overview of Odysseyware and the basics of the administrative set-up
- A demonstration of the student mode to ensure teachers are ready to answer questions
- A focus on basic navigation, including:
 - How to Add Students
 - Assign Courses
 - Monitor Daily Assignments

- Deadlines
- Grading
- Reports
- A technical overview of course customization, placement exams, and the diagnostic tool

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

TRAINING FOR ODYSSEYWARE COURSE ADMINISTRATORS

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

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

- Reporting
- Messaging
- Feedback Features

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



TRAINING FOR SCHOOL ADMINISTRATORS

District administrators implementing Odysseyware in the school(s) may receive the following three-hour implementation-training session:

- It begins with a discussion of how Odysseyware will be used at the District, the roles needed for implementation, and what makes an implementation successful.
- A comprehensive discussion and brainstorming exercise focusing on:
 - District Administration Considerations
 - Teacher Support
 - Student Processes
- This session will end with your local administrator compiling the details of your implementation plan.
- This process will be facilitated by your trainer with input as needed.
- A time-line and action plan for the successful implementation will be the take away from this module.

Online Training Resources

To provide ongoing and easily accessible support – and to accommodate the busy schedules of teachers – Odysseyware provides a robust schedule of webinars conducted two to three times a month. In addition to a comprehensive training site, Odysseyware webinars provide an additional layer of support for participants.

Odysseyware Professional Development offers include:

- Initial Implementation
- Professional Learning Intro Package
- Blended Learning
- Digital Leadership
- Bringing the Common Core State Standards to the ELA Math Classroom

- Lesson Planning
- Integrating Technology
- Formal Coaching and Modeling
- Competency Based Learning
- Consulting/Needs Analysis
- Building Sustainability for Your School/District

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

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

How-to videos

Guides



- Tutorials
- Course catalog
- Test Prep Catalogs
- Wet Lab Supply Lists
- Course Customization Guides
- Skills Diagnostics Guide

- Writer Tool User Guide
- Year End Procedures
- Reports Guide
- Student/Teacher/Admin Guides
- Placement Test Guides
- Dynamic Learning Path Guides

ONGOING SUPPORT

Odysseyware is committed to exceptional technical and customer support. All issues or concerns will be escalated to the appropriate departments and supervisors to ensure prompt problem resolution. We provide unlimited customer and technical support at no additional cost. Support options include telephone and email. Odysseyware's technical support line for administrators, teachers, students, and parents is available Monday through Friday, 7 AM to 11 PM CT and Saturday through Sunday, 1 PM to 7 PM CT.

The table below details Odysseyware's support functions.

Support Type	Description		Hours
Technical Support	Technical Support – phone support and assistance	(877) 251-6662	M-F 7AM – 11PM CT SAT & SUN – 1PM to 7PM CT
Training Resources	Instructional Videos & Tutorials	All Staff	On Demand
Support Guides	Guides: Admin, Teacher, Student, Course Customization, Features and Site Navigation	All Staff	Online
Live Webinars	Basic Admin & Teacher Training, Q&A	All Staff	Offered bi- to thrice-monthly

Below is an overview of services Odysseyware offers its clients.

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



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

PROFESSIONAL DEVELOPMENT

Odysseyware offers our clients the following Professional Development services:

STAFF DEVELOPMENT: INTEGRATING CLASSROOM TECHNOLOGY

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

STAFF DEVELOPMENT: BLENDED LEARNING STRATEGIES

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

STAFF DEVELOPMENT: INTERVENTION WITH ODYSSEYWARE

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

THE ART OF DIGITAL TEACHING

This course gives educators the critical support required to effectively integrate technology into

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





THE BLENDED WAY

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

- Planning
- Designing
- Implementing

- Evaluating
- Sustaining

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



SYSTEM OVERVIEW

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

Odysseyware is compatible with the following operating systems:

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

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

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

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

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

DATA CENTER

Odysseyware is currently contracted with two data centers and, due to recent growth, will be contracting with a third data center soon. The primary data center, 365 Main – located in Chandler, Arizona – is a Tier 4 data center that meets SSAE 16 SOC 1 Type 2 certification. It is a carrier-dense facility, providing numerous Internet providers. Odysseyware is contracted with multiple providers, and in the event of a needed Internet failover, the immediate backup provider would be responsible for all Odysseyware application traffic.

The data center resides on multiple power grids. It has two 135 kW UPS backups for power and has 12-ton flywheels constantly in motion and responsible for starting the backup 750 kW diesel generator. Should the data center lose power, the inertia created by the flywheels will start the backup generators. 365 Main provides 24x7 multiple-layer security access with 24x7 infrastructure and perimeter monitoring to completely secure the Odysseyware application, its content, and student data. 365 Main has provided an uptime of 100-percent over the last 10 years.



SYSTEM SECURITY

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

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

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

SINGLE SIGN ON

Odysseyware software supports Single Sign On, with the use of OpenId Connect v1.0. OpenId Connect v1.0 supports Google oAuth, Microsoft Azure (Microsoft Office 365) and Active Directory Federated Services 4.0 for on-premise Active Directory. With the use of Microsoft Azure, Google oAuth or ADFS 4.0, a student or teacher is able to log into their school's identity provider portal and be authenticated into Odysseyware without having to authenticate a second time. Odysseyware will provide additional information and documentation as we work with the District.

INTEGRATION

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

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

User creation and management



- Enrollment creation and management
- Grade and attendance reporting

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

PROFILE MANAGEMENT

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

- First names
- Middle names
- Surnames
- Usernames

- Passwords
- Campus IDs
- Student IDs
- Email addresses

ENROLLMENT MANAGEMENT

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

- Course
- Teacher of record
- Start date
- End date

- Prescriptive mode
- Block quizzes
- Block tests

<u>Grades</u>

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

<u>Attendance</u>

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

SYNCHRONOUS WEB SERVICES

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

BATCH / ASYNCHRONOUS WEB SERVICES



The Interlocal Purchasing System Classroom & Teaching Aids Goods and Services

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

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

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





PREPARING STUDENTS FOR COLLEGE, CAREER, & life.

Appendix A

Course Guide





CORE COURSES & ELECTIVES

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

Language Arts 300

Language Arts 400

Language Arts 500

English Language Arts and Reading 6

English Language Arts and Reading 7 **English Language Arts and Reading 8**

Language Arts 600 Fundamentals

Language Arts 700 Fundamentals

Language Arts 800 Fundamentals

English I Fundamentals

English I

English II Fundamentals

English II

English III Fundamentals

English III

English IV Fundamentals

English IV

Spelling 300

Spelling 400

Spelling 500

Spelling 600

SCIENCE

Science 300

Science 400 Science 500

Science 6

Science 7

Science 8

Integrated Physics and Chemistry

Biology

Chemistry

Physics

Earth and Space Science Environmental Science

 Odysseyware Full Course Library License includes all items listed plus additional content resources and other LMS features

• Easy-to-use course customization and teacher authoring tools

- Credit recovery, remediation & acceleration solutions
- Single platform supports multiple uses: intervention, credit recovery, online learning, blended learning, and more!
- Videos and interactive activities
- Dashboard progess monitoring and extensive reporting options
- Growth™ assessment scores
- Search by State Standards, CCSS, and other search options

MATHEMATICS

Mathematics 300

Mathematics 400

Mathematics 500 Mathematics 6

Mathematics 7

Mathematics 8

Mathematics 600 Fundamentals

Mathematics 700 Fundamentals

Mathematics 800 Fundamentals

Algebra I Fundamentals

Algebra I

Geometry Fundamentals

Geometry

Algebra II Fundamentals

Algebra II

Pre-calculus

Probability & Statistics (Available 2018-19)

Consumer Math

Trigonometry

HISTORY/SOCIAL SCIENCES

History and Geography 300

History and Geography 500

Economics with Emphasis on the Free **Enterprise System and Its Benefits**

Civics (Available 2018-19)

Electives:

Civil War

Personal Financial Literacy

Psvchology

Twentieth Century American History

Vietnam Era

WORLD LANGUAGES

French I

French II

Spanish I Spanish II

Spanish III

ADVANCED PLACEMENT (USE WITH AP® COURSES)

Calculus

Comparative Government and Politics

English Language and Composition

Human Geography

Macroeconomics

U.S. Government and Politics

U.S. History

Business Computer Information Systems

Essentials of Business

Essentials of Communication (Speech)

Technology and Research

FINE ARTS

Art History

Music Theory

Health Quest

Personal and Family Living

Physical Education

Health Education

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ASSESSMENTS, DIAGNOSTICS AND TEST PREP RESOURCES

SPARK Assessment and Remediation Tool for English Language Arts and Mathematics

ACT® Test Prep

GED® Test Prep

HiSET® Test Prep

TASC Test Assessing Secondary Completion™ Prep

Essentials of Mathematics

Essentials of Language Arts

Skills and Diagnostic Tests for English Grammar and Mathematics

STAAR AND TSI

STAAR Algebra I EOC Test

STAAR Algebra II EOC Test

STAAR Biology EOC Test

STAAR English I EOC Test

STAAR English II EOC Test STAAR English III EOC Test

STAAR U.S. History EOC Test

STAAR Mathematics 3

STAAR Mathematics 4

STAAR Mathematics 5

STAAR Mathematics 6 STAAR Mathematics 7

STAAR Mathematics 8

STAAR Social Studies 8 STAAR Reading 3

STAAR Reading 4

STAAR Reading 5

STAAR Reading 6

STAAR Reading 7

STAAR Reading 8 STAAR Science 5

STAAR Science 8

STAAR Writing 4

STAAR Writing 7

TSI Reading Prep TSI Writing Prep

TSI Math Prep

BLENDED LEARNING LIBRARY

Mathematics 700 Resources Mathematics 800 Resources

Algebra II Resources

Language Arts 600 Resources

Language Arts 700 Resources

English I Resources

Digital Arts

Media Studies Music Appreciation

HEALTH

Physical Fitness

Algebra I Resources

Geometry Resources

Social Studies 6 Texas History Social Studies 8 World Geography Studies **World History Studies United States History Studies**

History and Geography 400

United States Government

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OW001TX

Language Arts 800 Resources

English II Resources English III Resources

English IV Resources



CAREER & TECHNICAL EDUCATION COURSES

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

MIDDLE SCHOOL

Career Explorations I

Career Explorations II

Career Explorations III

Keyboarding and Applications

Principles of Coding

AGRICULTURE, FOOD & NATURAL RESOURCES

Introduction to Agriculture, Food, and Natural Resources

Agribusiness Systems

Animal Systems

Environmental Service Systems

Food Products and Processing Systems

Natural Resources Systems

Plant Systems

Power, Structural, and Technical Systems

BUSINESS MANAGEMENT & ADMINISTRATION

Business Law

Career Management

Office 2010 Applications 1 MicrosoftWord®, PowerPoint®, and Publisher®

Office 2010 Applications 2 Microsoft Excel® and Access®

Office 2013 Applications 1 Microsoft Word®, PowerPoint®, and Publisher®

Office 2013 Applications 2 Microsoft Excel® and Access®

Principles of Business and Finance

Small Business Entrepreneurship

Technology and Business

HEALTH SCIENCE

Introduction to Careers in the Health Sciences

Careers in Allied Health

Forensics: Using Science to Solve a Mystery

Nursing: Unlimited Possibilities and Unlimited Potential

Physicians, Pharmacists, Dentists, Veterinarians, and Other Doctors $\,$

Public Health: Discovering the Big Picture in Health Care

Scientific Discovery and Development

Therapeutics: The Art of Restoring and Maintaining Wellness

HOSPITALITY & TOURISM

Introduction to Hospitality and Tourism Systems

Food and Beverage Management

Food Safety and Sanitation

Lodging Operations Management

Marketing and Sales for Tourism and Hospitality

Planning Meetings and Special Events

Sustainable Service Management for Hospitality and Tourism

Transportation and Tours for the Traveler

HUMAN SERVICES

Introduction to Human Services

Counseling and Mental Health Services

Early Childhood Development and Services

Family and Community Services

Introduction to Consumer Services

Introduction to Human Growth and Development

Personal Care Services

INFORMATION TECHNOLOGY

Introduction to Information Technology

Fundamentals of Computer Systems

Fundamentals of Digital Media

Fundamentals of Programming and Software

Introduction to Information Technology Support and

Introduction to Network Systems

Network System Design

New Applications: Web Development in the 21st Century

Software Development Tools

LAW, PUBLIC SAFETY, CORRECTIONS, AND SECURITY

Introduction to Law, Public Safety, Corrections, and

Corrections: Policies and Procedures

Fire and Emergency Services

Law Enforcement Field Services

Legal Services

Security and Protective Services

SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS (STEM)

Introduction to STEM

Engineering and Design

Engineering and Innovation

Engineering and Product Development

Principles of Technology and Engineering

Science and Mathematics in the Real World

Scientific Research

STEM and Problem Solving

ARCHITECTURE & CONSTRUCTION

Introduction to Careers in Architecture and Construction

Construction Careers

ARTS, A/V TECHNOLOGY & COMMUNICATIONS

Introduction to Careers in Arts, A/V Technology, and

A/V Technology and Film Careers

EDUCATION & TRAINING

Introduction to Careers in Education and Training

Teaching and Training Careers

FINANCE

Introduction to Careers in Finance

Banking Services Careers

Money Matters A

Money Matters B

GOVERNMENT & PUBLIC ADMINISTRATION

Introduction to Careers in Government and Public Administration

National Security Careers

MANUFACTURING

Introduction to Careers in Manufacturing

Careers in Manufacturing Processes

MARKETING

Introduction to Careers in Marketing

Careers in Marketing Research

TRANSPORTATION, DISTRIBUTION & LOGISTICS

Introduction to Careers in Transportation, Distribution, and Logistics

Careers in Logistics Planning and Management Services

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COURSE GUIDE FOR GRADE 6-12 STUDENTS

AVAILABLE NOW FOR GRADES 6-12		
Adrenaline		
Anger Management		
Avoiding Exploitation		
Black and White Thinking		
*Bullying/Cyberbullying		
Character Traits		
Coping Strategies		
Cultural Implications Within Family and Learned Behavior		
*Digital Citizenship		
*Future Goals		
Getting to Know You		
Healthy Communication		
Impulsive Decision-Making		
Irrational Thinking		
Learned Helplessness		
*Motivation		
Primary and Secondary Impacts of Behavior		
Putting it all Together		
Raising Awareness About Opiates		
Refocus		
Refusal Skills		
Restorative Practices		
*Self-Esteem		
Strategies for Successful Return to School		
Substance Abuse		
Talking to Parents and Guardians		
Talking to Peers		
Truancy		
Vision of Self		

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

COMING SOON FOR GRADES 6-12
Coming Soon for Grades 6-12
Anxiety/Depression
LGBTQ
Mood Management
Aggression
Children of Divorce
Gangs
Self-Harm
Honelessness

COMING SOON FOR GRADES 3-5				
All About Me				
Digital Citizenship				
Self-Regulation				
Healthy Friendships				
Goals				
Bullying/Cyberbullying				
Feeling Proud				
Member of My Community				
Using my Voice				

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

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

New course releases anticipated fall 2018. Course availability subject to change. Projected release date for SSO via Odysseyware TBD.

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