



**PEARSON ONLINE & BLENDED LEARNING K-12 USA
VIRTUAL LEARNING PROGRAMS
STATEMENT OF WORK**

Customer Name:	Crawford Central School District 11280 Mercer Pike Meadville, PA 16335-6298
Contact Person:	Jennifer Galdon
Phone Number:	(814) 724-3960
Email Address:	Jennifer.Galdon@craw.org

Crawford Central School District (“Customer”) and Pearson Online & Blended Learning K-12 USA (“OBL”), are hereby entering into this Statement of Work (“Statement of Work”) whereby Customer is contracting with OBL to receive access to certain virtual education products through Connexus®, OBL’s Education Management System (“EMS”), including any future generation of its EMS (collectively referred to herein as “Connexus”, along with associated support services, as more fully set forth herein (collectively the “Education Program”), said Education Program to be offered to Students enrolled in a Customer-sponsored virtual academic program (“School”).

1. OBL Responsibilities:

- a. Education Program. Provide access to the following Education Program licenses, products and services (“Educational Products and Services”), including a robust curriculum that combines proven and rigorous educational content and materials with the best in technology-enhanced learning such that a significant portion of the curriculum is delivered through the internet and other electronic means (the “Curriculum”). The Curriculum is updated regularly, based on a rigorous analysis of student performance on state standards as measured by state testing results and internal assessments. As state standards are modified or changed in the future, OBL will continue to modify or change the curriculum to meet state standards.

The Curriculum includes:

- i. OBL Courses, including core and elective subjects, provided through International Connections Academy (“iNaCA”), and augmented by OBL-provided Instructional Services (“Courses”). Courses may be modified from time to time and may be subject to the State approval process before they can be made available for Student enrollment.



- ii. In accordance with the license terms set forth herein, a license to use all required curricular and instructional materials that are part of OBL's standard digital offering, including: textbooks; ancillary materials such as workbooks, kits, and texts; and other instructional resources such as Teachlet® tutorials (collectively "Instructional Materials"). Instructional Materials are delivered in a digital format.
- b. Connexus Access.
- i. In accordance with the license terms set forth herein, a license for the duration of the Term to access Connexus, for purposes of utilizing the Education Program set forth in this Statement of Work, including providing web-based access from non-school sites to the Education Program by Students, Caretakers of Students, Customer Administrator, and other Customer designees.
 - ii. Access to other technologies, including those offered through Connexus, lesson scheduling tools, accountability tools, webmail system, video and audio streaming, and the ability to track Student progress.
- c. Instructional Support.
- i. If Customer elects to use OBL Certified Online Teachers for any Courses, OBL will provide OBL Teachers who are Certified and subject credentialed. Further descriptions of Instructional Services are provided on Exhibit A. Access to Courses taught by OBL Teachers shall be through iNaCA, and OBL will, if requested by Customer, implement Course completion requirements consistent with iNaCA to enable Customer the ability to transfer credits earned. In addition, when Customer elects to use OBL Teachers, OBL will provide the following:
 - 1. With respect to full-time Students only, an advisor whose responsibilities shall include: monitoring Student participation and performance; assisting Students in navigating OBL's technology and systems; and facilitating communication between the Student, Instructional Aide and the subject matter Teacher on an as-needed basis.
 - 2. Modification or adaptation of assessments, instructional approach and/or lesson presentation by OBL Teachers to meet particular Students' IEP/504 plans supplied by Customer as is reasonably afforded within Connexus. OBL will not be expected to provide additional human resources. OBL's ability to perform such modifications and adaptations is dependent on Customer's provision of accurate, timely and detailed IEP/504 documentation regarding the Students.



- d. Complaints. Promptly investigate any concerns or complaints raised by the Customer, involving the performance of any OBL personnel providing support services, including Instructional Support to the School.
- e. Student Records Support.
 - i. OBL shall maintain the confidentiality of all Students' records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions under this Statement of Work.
 - ii. All Student Record information shall remain the property of the Customer, and, to the extent not immediately available through the Customer's on-demand access, shall be provided to the Customer via a secure means within sixty (60) business days of the Customer's written request for such information. To the extent permitted by law, OBL may retain a copy of such records subject to the confidentiality requirements of this Statement of Work, until such time as the School provides written notice requesting that specific records be returned or Destroyed.
 - iii. Unless the parties expressly agree to a longer time period, OBL shall certify to the Customer, within one year from the date it receives instructions as to what Student Records are to be returned or Destroyed, that it has complied with the instructions of the Customer in relation to such notice.
- f. Program Management. Provide a program liaison ("Program Manager") who shall be the point of contact for the individual designated by the Customer as the Customer-designated Administrator(s) (described below). The OBL Program Manager shall respond to Customer inquiries and support student achievement in the Education Products through ensuring smooth program start; championing fidelity of implementation; providing consultative support related to effective online program implementation, support schools in implementing best practices for monitoring data and identifying performance trends, and by acting as OBL's liaison for the Customer. The Program Manager will be assigned upon execution of this Statement of Work.
- g. Training and Professional Development. Exhibit B describes various Training and Professional Development options, some of which may be included and some available to Customer at the stated rates.
- h. Materials. Instructional materials used by online school programs in online courses or course work must be approved pursuant to school board policies adopted in accordance with RCW 28A.320.230.
- i. Other Professional and Technical Support Services.
 - i. Provide 24/7 technical support through on-line help (in Connexus) and live phone support via OBL's Support Services to Authorized Users,



Monday-Friday 9:00 a.m. to 9:00 p.m. (ET), excluding OBL's designated holidays. For Students not using Computer Technology provided by OBL, Students must have access to a computer that meets the minimum system requirements set forth at

<https://www.connexus.com/public/systemRequirements.html>. OBL shall provide these Students with initial technical support to assist in determining if Students have the minimum requirements necessary to participate in the Education Program, and limited ongoing technical support on an as-needed basis for the Students' use of Connexus.

- ii. Provide online tutorials to Students and Caretakers on the Education Program, use of Connexus, various OBL policies and procedures, and other technology to support Student learning as appropriate.
- iii. Provide the individual identified by the Customer to be the Connexus platform administrator with online pre-service training. Additional on-site and online training services for Customer's teachers are available at OBL's standard rates.
- iv. Virtual Set-up of School
 1. OBL will create a dedicated site for Customer's school, including a Customer-branded login page. In order to complete this site set-up, Customer must provide the necessary information to set up Customer's school site.
 2. OBL will provide initial set-up for Students, contingent upon receiving all necessary enrollment data from Customer, including contact and home address information and Course selections for each Student. Customer is responsible for the accuracy and completeness of all enrollment data and information.

2. **Customer Responsibilities:** The Customer, or Customer's designee, shall be responsible for the day-to-day management of the School and shall perform any responsibility not explicitly delegated to OBL under the terms of this Statement of Work, including, but not limited to:

- a. Course Completion and Transfer Credits. Establish requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma.
- b. Diplomas. Tracking graduation requirements and issuing diplomas (if applicable), all in accordance with Customer's policies.
- c. Counseling and Special Education Services. Deliver all counseling and Special Education Services, including identifying Students who are Special Needs



Students. Provide students with any necessary assistive technology, or non-standard material in accordance with an IEP/504 Plan.

- d. Course Placement Changes. Initiate all requests for course placement changes for enrolled students.
- e. Insurance. Obtain all insurance necessary and appropriate in connection with the operation of the School.
- f. Reporting. File all information directly with the applicable state or regulatory authorities, associated with the operation of the School, as required by any applicable state or federal law. OBL will support the Customer in the preparation of such reports per state law. In regards to the Customer's reporting responsibilities, the Customer shall timely inform OBL of the information that is required under any reporting obligation, in order to comply with the reporting requirements, including any required format or means of delivery (for example, Student Record fields and the required electronic format suitable for transferring such information in the Customer's or other regulatory authorities' records) at least thirty (30) days prior to any due date.
- g. Standardized Testing Administration. The Customer shall be responsible for administering any required standardized tests at its own cost.
- h. Student Data Transfer/Access Requests. To the extent the Customer requests OBL to provide any Customer employee, or third-party contractor, with access to Student personally identifiable information, or to transfer such Student personally identifiable information outside of Connexus to a third party, the Customer is responsible for determining that such request for access of transfer is compliant with applicable local or Customer policies and procedures, as well as state or federal law, and for informing OBL of any restrictions OBL must follow in providing such requested access or transfer. The Customer shall hold OBL harmless and indemnify OBL pursuant to the Standard Terms.
- i. Customer Administrator. The Customer shall designate and employ one or more Customer Administrator(s) and shall provide the names of such Customer Administrator(s) to OBL in writing. The Customer Administrator(s) shall be responsible for: (a) identifying all individuals authorized to have access to Customer and/or Student information; and (b) granting such access. All grants of access are determined by the Customer, and may be customized, including, but not limited to, the following categories of access: Customer Administrator, Customer staff; Customer Teacher; Student; or Caretaker. In addition, the Customer Administrator(s) will provide information to Customer's prospective families and address concerns about Students, including those raised by Teachers or other parties.



- j. Modifications to Content. It is the responsibility of OBL's Certified Online Teacher, as the teacher of record, to deliver the educational content in the way that teacher deems appropriate. To the extent a Customer modifies Content (including but not limited to course content, assessments, and grade weighting), the Customer holds OBL harmless and assumes all responsibility for such modifications. Further, the OBL Teacher may choose to discuss or protest such modification, and OBL reserves the right to withdraw its Teacher as teacher of record in response to Customer's modifications, if OBL deems that appropriate. The ultimate responsibility for any such modification lies with the Customer.
- k. National Collegiate Athletic Association Eligibility. Many of OBL's high school core and elective courses, delivered by OBL's teachers via Connexus, have been cleared as meeting NCAA Eligibility Center requirements. The Customer, by purchasing a package of services that complies with the requirements for the NCAA Eligibility Center approval of OBL's courses, and delivering those courses as set forth below, may offer its student athletes courses that may be used for NCAA initial eligibility. In order for the Customer's purchased OBL courses to maintain their status as meeting NCAA Eligibility Center requirements, the following must be in place:
- i. The courses must be the courses listed on the NCAA website as Connections Learning/OBL approved courses.
 - ii. The courses must be delivered through Connexus by OBL's Certified Online Teachers (defined on Exhibit A).
 - iii. The course content must be delivered via the sequential option. Credit recovery, diagnostic prescriptive, and flex courses are not NCAA-approved. GradPoint courses/content, regardless of delivery format, are not NCAA eligible.
 - iv. NCAA approval of OBL courses is dependent upon both OBL and the Customer abiding by a programmatic structure that adheres to the requirements set forth in the NCAA Guidelines for Connections Learning (Pearson Online and Blended Learning) Customers. Customers must request any modifications for NCAA approved courses to allow OBL to ensure the requested modifications adhere to the NCAA Guidelines,
 - v. If the Customer's program is not in full compliance with the Requirements, the student's NCAA eligibility, the Customers' access to NCAA-approved courses, and OBL's ability to continue to deliver NCAA-approved courses, may all be jeopardized. OBL therefore takes very seriously both its own and the Customer's contractual obligations to meet the stated requirements. OBL reserves the right to terminate a



contract if it believes that the Customer violating the terms of this agreement to the degree that it may jeopardize OBL's NCAA approvals.

3. **Limitations**: Customer acknowledges that OBL's responsibility is only to deliver the contracted-for Educational Program listed above. Customer will provide all other resources, materials, products or services and take all other actions required for Customer's virtual learning program, including but not limited to, providing grade and Course placement for Students, tracking graduation requirements and issuing diplomas (if applicable), all in accordance with Customer's policies. Customer acknowledges that OBL is not serving as the credit-granting institution under this Statement of Work.
4. **Representation Regarding Non-discrimination**: Neither OBL nor the Customer will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or state law.
5. **Internet Access**: Each Student (or each household as applicable) shall be required to have access to the Internet for a sufficient amount of time to complete the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). Students will be advised that high-speed access will provide for optimal participation.
6. **Education Program Offerings**. Exhibit A to this Statement of Work, attached hereto and incorporated herein by reference, details the specific Educational Products and Services being made available to Customer hereunder.
7. **Pricing and Invoicing**. Exhibit B to this Statement of Work, attached hereto and incorporated herein by reference, details the pricing and invoicing procedures for the specific Educational Products and Services being made available to Customer hereunder.
8. **Term**: This Statement of Work will commence upon its execution by both parties (the "Effective Date") and shall expire on **June 30, 2021**, with three (3) consecutive one-year renewal terms (the initial term and each renewal term individually and collectively "Term"). Annually, upon each renewal of the Term, OBL may increase prices for Educational Products and Services by no more than Five Percent (5%) each, and such increase shall be effective without the need for an amendment to this Statement of Work or further action on the part of the parties; provided, that such adjusted prices shall not become effective until the first day of the renewal term. Each of the three consecutive renewal terms shall be automatic unless the party desiring not to renew provides the other party with notice of its intent not to renew on or before February 1 of the then-current Term.
9. **Termination**:
 - a. **Grounds for Early Termination**. Unless otherwise renewed or earlier terminated, this Statement of Work shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last



day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Except as specifically provided for herein and in the Standard Terms, this Statement of Work can only be terminated before its expiration as follows:

- i. By both parties if they agree in writing to the termination;
- ii. Termination by either party, if one party materially breaches this Statement of Work and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure, and the breach at issue does not objectively lend itself to cure within such 30 day period, then such additional time as necessary to complete said cure, but in no event longer than 60 days following written notification of such breach;
- iii. Termination by operation of law, if the School is no longer certified to be operational pursuant to applicable state law.
- iv. Termination by OBL at the close of the then Academic Year, if the payments to which OBL is entitled under this Statement of Work are materially reduced as a result of a change in funding provided to the Customer or applicable laws or regulations impose requirements that are materially different from those previously provided under this Statement of Work and OBL is unwilling or unable to make the required changes.
- v. By OBL, if there are unresolvable differences between the Parties relating to what OBL, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon OBL's reputation with respect to the manner in which Customer carries out its responsibilities under the terms of this Agreement and OBL provides the Customer with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to OBL satisfaction the circumstances giving rise to such unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given.
- vi. OBL may, at its sole discretion, immediately terminate or suspend its performance of the Statement of Work, including suspension of access to Connexus, any time Customer is more than thirty (30) days in arrears on its payment obligations to OBL, which shall be considered a material breach. In the event of termination or suspension by OBL under this section, Customer's access to the Connexus (including all Students and Authorized Users whose right of access to the Connexus is derived from OBL's contractual relationship with Customer) shall be discontinued without further notice. In the event of a suspension of access to the



Connexus, access may, at the sole discretion of OBL, be restored when Customer’s payment obligations are brought current and OBL has received adequate assurances that Customer’s payment obligations to OBL shall remain current for the remainder of the term of the Statement of Work.

- b. **Obligations on Termination.** In the event this Statement of Work is terminated by either party for any reason:
 - i. OBL shall assist and cooperate with the Customer in the transition of the Educational Products and Services from OBL to the Customer or another service provider, so as to minimize the disruption to the Students;
 - ii. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Statement of Work or required by applicable law;
 - iii. All access to Connexus and other Educational Products and Services contracted for herein shall be discontinued;
 - iv. Customer shall pay OBL all amounts due under this Statement of Work upon the earlier of either their due dates or thirty (30) days after the effective date of termination; and
 - v. The parties shall continue to be bound by the following provisions of this Statement of Work , which shall survive termination of this Statement of Work: Sections 8, 9, 10, 12 and 13.

10. **Limitation of Liabilities:** In no event will either party, or such party’s Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other party or such party’s Affiliates, directors, officers, employees, or agents.

11. **Notices:** All notices, consents and other communications under this Statement of Work shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by e-mail, hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to OBL:	Pearson Online & Blended Learning K-12 USA 10960 Grantchester Way
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	Two Merriweather Columbia, MD, 21044 Attn: Donna Hutchison
With a copy to:	Pearson Online & Blended Learning K-12 USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Dept. of School Legal Affairs Legal-PearsonOBL@pearson.com
If to the Customer:	Crawford Central School District 11280 Mercer Pike Meadville, PA 16335-6298 Attn: Jennifer Galdon E-mail: Jennifer.Galdon@craw.org

12. **Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work shall have the meanings ascribed to them in the “Standard Terms,” meaning the Terms and Conditions for Virtual Learning Programs located at <http://www.pearsoned.com/prek-12-education/products-and-services/online-and-blended-learning-solutions/connections-learning/terms-and-conditions>.

- a. References to “Connections Learning” in the Standard Terms apply equally to OBL.
- b. “Academic Year” shall mean the school year ending on June 30 of a given year, unless stated otherwise herein.
- c. “Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.
- d. “Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as ELL, disabled under the Federal Individuals with Disabilities Education Act, as amended (“IDEA”) or disabled under Section 504 of the Federal Rehabilitation Act of 1973.
- e. “Instructional Services” means the provision of all Teachers or other professionals necessary to fully deliver the Education Program to Students. Teachers shall be



subject-matter credentialed and licensed under the laws of any state (including the District of Columbia) that comprises the United States, but need not be licensed under the laws of the Customer's state. Teacher responsibilities shall include integrating state-of-the-art instructional tools and the Content to engage and instruct Students; creating individualized lesson plans and instruction; providing engaging real-time instruction and one-on-one support via LiveLesson® sessions, phone and email; and tracking Student progress.

13. Miscellaneous:

- a. Superseding the Prior Statement of Work. This Statement of Work supersedes in its entirety the Statement of Work executed by the parties as of July 1, 2014 (the "Prior Statement of Work"). The Prior Statement of Work shall be of no force and effect.
- b. Severability. If any provision of this Statement of Work is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Statement of Work. If any provision of this Statement of Work shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- c. Complete Agreement; Modification and Waiver. This Statement of Work constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Statement of Work. No supplement, modification or amendment of this Statement of Work shall be binding unless executed in writing by both parties. No waiver of any provision of this Statement of Work will be effective unless it is in writing and signed by the party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- d. Sales Tax. The Customer shall provide OBL with support that it is tax exempt. To the extent that the Customer is not tax exempt, the Customer shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by OBL hereunder.
- e. Protection of Goodwill and Academic Integrity of the Program. The Parties recognize that OBL has invested substantial money and resources in developing a nationally recognized virtual education program under the "Pearson" brand and that it has an inherent interest in protecting the goodwill generated in connection therewith, as well as the academic integrity of the Education Program. The Parties



also recognize that the Customer has a vested interest in OBL protecting such goodwill, as well as the academic integrity of the Education Program in connection with its mission to advance the education interests of its Students. Accordingly, as part of its responsibilities, OBL is hereby authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Governing Board, Administrative Staff and/or Teachers any deviations from established OBL policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies OBL takes note of in connection with such ongoing or periodic review.

- f. No Third Party Rights. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- g. Counterparts. This Statement of Work may be signed in counterparts, which shall together constitute the signed original Statement of Work.
- h. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations including all of the specific requirements of applicable local ordinances and the School's policies whether or not specifically listed in this Statement of Work.
- i. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Statement of Work. All schedules and exhibits to this Statement of Work are incorporated herein and shall be deemed a part of this Statement of Work as fully as if set forth in the body hereof.
- j. Status and Relationship of the Parties. The Parties intend that the relationship created by this Statement of Work is that of an independent contractor and not employer-employee. Except as expressly provided in this Statement of Work, no agent or employee of OBL shall be deemed to be an agent or employee of the Customer. OBL shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Customer shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between OBL and the Customer is based solely on the terms of this Statement of Work, and the terms and conditions of any other written agreement between OBL and the Customer.



- k. Standard Terms. This Statement of Work is subject to the Standard Terms. Once this Statement of Work is executed by the parties, this Statement of Work, including any subsequent amendments thereto, and the Standard Terms together will comprise the agreement of the parties. This Statement of Work shall be read so as to be compatible with the Standard Terms. However, to the extent there is an irreconcilable conflict between the two, the provisions set forth in the Statement of Work shall govern. Customer will issue a purchase order simultaneous with signature of this Statement of Work in order to facilitate its own internal billing procedures when applicable. Any terms set forth in such purchase order contradicting or adding to the terms of this Statement of Work shall be null, void, and of no effect.
- l. Electronic Signatures. This Statement of Work and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Computer maintained records of the Statement of Work and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

Agreed to by:

**Pearson Online & Blended Learning
K-12 USA**

Crawford Central School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Director of K-12 Curriculum

Date: _____

Date: _____



Exhibit A
EDUCATIONAL PRODUCTS AND SERVICES

Offering	Description
Course Seat (CS)	<p>Each Course Seat license provides access during one Academic Year (or otherwise, if specified) for one student enrolled in one course at a time.</p> <p>An enrollment may be in any offered course within the Pearson Connexus catalog.</p> <p>If a student completes or withdraws from the course, the Course Seat license may be reused to enroll that student or another student in any course.</p>
Instructional Support	
LiveTutor	<p>Access to academic professionals who</p> <ul style="list-style-type: none"> - Respond to general questions regarding concepts and assignment instructions for Math, Science, Language Arts, and Social Studies via LiveLesson - Respond to student-initiated questions through chat. <p>LiveTutor hours:</p> <ul style="list-style-type: none"> - Science, English, Social Studies and Elementary LiveTutors are available from 9 am - 6 pm ET from Monday - Thursday and 9 am - 5 pm ET on Friday. - Math LiveTutors are available from 9 am - 11 pm ET Monday - Thursday and from 9 am - 5 pm ET on Friday.
Certified Online Teachers (COT)	<p>Certified teacher who:</p> <ul style="list-style-type: none"> - provides student- and teacher-initiated direct instruction - is the teacher of record - responds to student-initiated chat, WebMail, and telephone calls - moderates discussion boards - grades assignments, provides grading feedback, and assigns final grades - Available on a per-student, per-course seat basis and may be reassigned as needed - is required in order for OBL courses to meet



	NCAA Eligibility Center requirements
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In Process



Exhibit B
Pricing and Invoicing

1. **Pricing.** In consideration for the Education Program provided by OBL to the Customer during the Term, OBL shall be paid the sums set forth herein:

a. Education Program – Course Seat and Full-Time Student Seat Licenses

Offering	Price per Semester 2018-2019	Price per Semester 2019-2020	Price per Semester 2020-2021
Course Seat with Certified Online Teachers	\$330.00	\$363.00	\$375.00

b. Education Program – Supplemental Courseware - (available with purchase of CS or FTSS Licenses)

Offering	Price per Semester
Course Seat	\$100.00

c. Education Program – Instructional Support Offerings

Offering	Price per Semester
LiveTutor	\$34.50 per Course Seat

d. Education Program – Services

Service	Fee
Training and Professional Development	
Pearson OBL requires online training for the person(s) identified by Customer for being the administrator(s). Administrators are responsible for creating users with the correct	Included



<p>permissions, copying down courses, and enrolling users into courses. Since their role, and permissions are different from a teacher, they will be supported through three hours of online training on tasks that are key to getting started and using the platform specific to their role. This training equips the administrator with an understanding of Connexus EMS from the perspective of the administrator and prepares them to successfully set-up Connexus EMS to best support their program. Administrators are further supported by an Implementation Support Specialist during the first six weeks of program implementation. In addition, administrators have access to various asynchronous support resources on <i>my PearsonTraining</i> to refer to following initial onboarding and the Help Desk is available to support administrators as needed.</p>	
<p>Online Onboarding Training</p> <p>Pearson OBL requires new teachers to participate in 12 hours of onboarding training to ensure they are equipped to use the tools and features in the Connexus EMS platform. This training will be provided to OBL teachers, and/or teachers provided by Customer and includes a combination of synchronous and asynchronous activities. Synchronous training is delivered online and facilitated by an educational consultant. Asynchronous activities include teacher review of the tutorials and guides available on <i>my PearsonTraining</i>.</p>	Included
<p>Ongoing (Monthly) Webinars</p> <p>As part of OBL’s continuum of training and professional learning, and commitment to supporting teacher use of Connexus EMS®</p>	Included



<p>to personalize student learning, an OBL educational consultant will facilitate six 1-hour webinars during the school year (to begin the month after completion of onboarding training). These sessions will build on the foundation provided by the onboarding training and support teachers in using the platform, modifying courses, monitoring student performance, and analyzing reports. Up to 30 teachers may attend each of these sessions.</p>	
<p>my Pearson Training Portal (MPT)</p> <p>To complement and support teacher training, every administrator and teacher has access to <i>my Pearson Training (MPT)</i> for “just-in-time” learning. MPT provides a one-stop training site with resources including tutorials, user guides, training materials, implementation ideas, and more. MPT also includes live phone and chat support.</p>	<p>Included</p>
<p>Onsite Training Day</p> <p>Partners can elect to purchase onsite training that includes an introduction, or review, of basic platform features and a more in-depth look at advanced features for monitoring and supporting student learning. Customer input on the agenda for the onsite training ensures OBL is providing the most effective support to teachers. These one day (@ 6 hours) interactive sessions are led by an educational consultant and provide a hands-on approach with opportunities for questions and targeted support.</p>	<p>\$2,500.00 per day (25 attendees)</p>



<p>Additional Online Training Webinars Partners can purchase additional online training in three or six hour blocks of time. Topics would be determined in collaboration with the customer to ensure OBL is addressing their needs.</p>	<p>\$300.00 for 3 hours \$600.00 for 6 hours</p>
<p>Online Professional Learning Webinars (Teaching for Impact) For teachers who have mastered navigating Connexus EMS, we offer our new <i>Teaching for Impact: Best Practices for Online Teaching and Learning</i> series which is comprised of 15 one-hour webinars designed to provide teachers with research-based instructional strategies and effective practices for teaching in a virtual or blended learning environment. Topics support and align to the <u>National Standards for Quality Online Teaching</u>, identified by the International Association for K–12 Online Learning (iNACOL), and <u>Learning Forward’s Standards for Professional Learning</u>, and support online educators in advancing their instructional practices. These interactive and facilitated sessions are platform-agnostic and include the topics listed below. <i>Webinars can be purchased in blocks of 5 with up to 30 attendees per webinar.</i></p>	<p>Purchase in blocks of 5 sessions for \$500.00 (Note: possible to be broken out in 5 one-hour sessions)</p>

2. **Invoicing**

a. General.

- i. OBL shall invoice the Customer monthly for any charges incurred during the Term. Customer shall remit payment to OBL for these invoices within thirty (30) days from the invoice date. The Parties may establish alternate payment arrangements by mutual written agreement. In no event shall failure by OBL to invoice the Customer constitute a waiver of the Customer's obligation to make payment to OBL under the Statement of Work.



- ii. All Educational Products and Services and services expire at the end of their stated term, or if not stated, at the end of the then-current term, unless agreed to otherwise.
 - iii. A number of products and services are offered under this Agreement. Customer is responsible for understanding differences between the options and for its choices to purchase among them. For example, the appropriate license type for a given student is dependent on variables such as the number of courses that student will be enrolled into, which teaching model will be utilized, and whether the student will be provided access to services such as Live Tutor. Customer shall be solely responsible for assigning the appropriate license type to each student and understands that charges will be incurred based on the license that Customer selects.
 - iv. OBL reserves the right to charge to Customer and add to any invoice the costs of re-shipping materials to Customer or Customer's Students due to (i) inaccurate Student data provided by Customer, or (ii) loss of materials by Customer or Customer's Students, where applicable.
 - v. Customer shall provide OBL with support that it is tax exempt. To the extent that the Customer is not tax exempt, the Customer shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by OBL hereunder.
- b. Educational Products and Services Invoicing Procedure. The following invoicing procedures will apply with respect to Customer's utilization of the Education Program:
- i. Once Customer notifies OBL in writing of its desire to purchase a certain number of Educational Products and Services and/or incurs charges otherwise through Customer's usage of Connexus (such as by Customer enrolling a Student under an enrollment license), OBL will invoice Customer accordingly, with the charges for Educational Products and Services incurred as of 11:59 p.m. on the 15th day of each month, with the first such count date being referred to herein as the "Initial Invoicing Date."
 - ii. After the Initial Invoicing Date, throughout the remainder of the Term, OBL shall calculate any additional charges incurred by Customer, and OBL shall invoice Customer for any such additional charges on the 15th day of each successive month. Customer acknowledges that should OBL fail to list a new enrollment license, for example, on the invoice following such license's first utilization, Customer would nevertheless remain financially responsible for such license and would be invoiced accordingly. If the number of Educational Products and Services utilized



exceeds the number already invoiced, OBL will invoice Customer for the additional Educational Products and Services based on the pricing terms set forth herein. No refund or credit shall be due to Customer in the event that an Educational Product or Service is not utilized, for example if no student enrolls under an enrollment license purchased by Customer.

- c. Professional Development & Training Invoicing Procedure. Professional Development & Training options that carry a fee will only be provided upon written request from the Customer, after which OBL will invoice Customer.

In Process