

PROPOSAL



Pearson Online and Blended Learning  
 10960 Grantchester Way  
 Columbia, MD 21044  
 E-mail: [poblsalesops@pearson.com](mailto:poblsalesops@pearson.com)  
 Fax: 1-410-630-4931

The fees & terms in this document are valid until expiration date.

Expiration Date 6/2/2021

**Sales Consultant Details:**

Rhiannon Delano  
 2107276259  
[rhiannon.delano@pearson.com](mailto:rhiannon.delano@pearson.com)

**Customer Details:**

Broken Arrow Public Schools  
 Jennifer Peterson  
 9182595700  
[jpeterson@baschools.org](mailto:jpeterson@baschools.org)

Product	Pearson Ref / ISBN	Selling Term/UOM	Quantity	Sales Price	Subtotal	Total Price
Course Customization Training	N/A	0.00000	1.00	USD 500.00	USD 500.00	USD 500.00
Course: Teaching for Impact (12 modules)	N/A	0.00000	6.00	USD 0.00	USD 0.00	USD 0.00
Getting Started: Training for Administrators	N/A	0.00000	1.00	USD 400.00	USD 400.00	USD 400.00
Individual Student Seat	N/A	0.00000	120.00	USD 369.00	USD 44,280.00	USD 44,280.00
Live Lesson Subscription	N/A	0.00000	3.00	USD 350.00	USD 1,050.00	USD 1,050.00
Train the Teacher Package	N/A	0.00000	1.00	USD 1,500.00	USD 1,500.00	USD 1,500.00

\*All prices in this Document in USD

Subtotal USD 47,730.00  
 Grand Total USD 47,730.00

Statement of Work

This Quote and the delivery and usage of the products listed herein are governed by the Statement of Work between Pearson Online and Blended Learning (OBL) and named "Customer", dated Effective Date, and incorporated hereby. In the event of a conflict, prices listed in this Quote govern.

This Quote will be considered accepted if received before the Expiration Date noted above.

To accept this quote, please submit a signed and dated copy of this Quote, Attn: {Sales Consultant noted above}, via one of the methods below:

E-mail: [poblsalesops@pearson.com](mailto:poblsalesops@pearson.com)  
 OR  
 Fax: 410-630-4931

Authorized by:

\_\_\_\_\_  
 Printed Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Pearson

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

Customer:	Broken Arrow Public Schools 701 S. Main Street Broken Arrow, OK 74012
Contact Person:	Jennifer Peterson
Phone Number:	918-259-7725
Email Address:	jpeterson@baschools.org

The above-named Customer (“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 OBL’s suite of products and services, that includes OBL’s education management system, and any successor technology platform to which OBL transitions the School for purposes of this Agreement, collectively the “EMS,” along with associated OBL-provided 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 Pearson Online Academy, 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 (collectively “Instructional Materials”). Instructional Materials are delivered in a digital format.

b. EMS Access.

- i. In accordance with the license terms set forth herein, a license for the duration of the Term to access the EMS, 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 the EMS, lesson scheduling tools, accountability tools, e-mail 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 Pearson Online Academy, and OBL will, if requested by Customer, implement Course completion requirements consistent with Pearson Online Academy to enable Customer the ability to transfer credits earned. Instructional support will be provided in U.S. standard business hours. In addition, when Customer elects to use OBL Teachers, OBL will provide the following:
  1. A credentialed, certified teacher (per above) to provide student- and teacher-initiated direct instruction to one student in one course for an academic year. The OBL teacher acts as the teacher of record, responds to student-initiated chat, email, and telephone calls; grade assignments and assigns final grade; and moderate discussion boards.
  2. With respect to Students with Full-Time Student Seats 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 and the subject matter Teacher on an as-needed basis.
  3. 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 the EMS. OBL will not provide additional human resources related to Special Education. 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.
- ii. If OBL Teachers are not being used for a Course, Customer must provide Customer Teachers to teach Students enrolled in such Course.

- iii. LiveTutor. If Customer purchases use of LiveTutor under this Statement of Work, OBL will provide access to academic professionals who:
  - 1. Respond to general questions regarding concepts and assignment instructions for Math, Science, Language Arts, and Social Studies.
  - 2. Respond to student-initiated questions.
  - 3. LiveTutor hours are as follows:
    - a. 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.
    - b. Math LiveTutors are available from 9 am - 11 pm ET Monday - Thursday and from 9 am - 5 pm ET on Friday.
- 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 Customer is responsible for retrieving such information via the EMS during the Term. To the extent permitted by law, OBL may retain a copy of such records subject to the confidentiality requirements of this Statement of Work.
- f. Implementation Specialist. Provide an Implementation Specialist who will be dedicated to ensuring a smooth and successful program launch. A collaborative call between the Customer and Pearson will begin the process, in order to gather program objectives and critical academic and technical information. The Implementation Specialist will then build a custom EMS Domain based on the Customer's preferences. The Implementation Specialist will also facilitate scheduling administrator and teacher user trainings, assigning OBL teachers, and provisioning courses and user enrollments in Pearson Connexus to prepare the school program for academic success. At the culmination of the process, the dedicated Program Manager will become the Pearson point of contact.
- g. 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.
- h. Training and Professional Development. Customer must identify the person(s) responsible for being the district/platform administrator(s). Prior to program start,

district administrators will be supported through online training in getting started and using the platform. In addition, Exhibit A describes various Training and Professional Development options, some of which may be required and others available to Customer at the stated rates.

- i. Other Professional and Technical Support Services.
  - i. Provide 24/7 technical support through on-line help and live phone support via OBL's Support Services to Authorized Users as follows: July – September, School Support services Monday-Friday 8:00 am to 8:00 pm (ET) and Student Technical Support services Monday-Friday 8:00 am to 10:00 pm (ET) and Saturday-Sunday 10:00 am to 7:00 pm (ET), excluding OBL's designated holidays; October – June, School Support services Monday-Friday 8:00 am to 8:00 pm (ET) and Student Technical Support services Monday-Friday 8:00 am to 10:00 pm (ET), excluding OBL's designated holidays. 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 the EMS.
  - ii. Provide online tutorials to Students and Caretakers on the Education Program, use of the EMS, various OBL policies and procedures, and other technology to support Student learning as appropriate.
  - iii. Virtual Set-up of School. OBL will create a dedicated EMS site build for Customer's school. In order to complete this site set-up, Customer must provide the necessary information to set up Customer's school site. Platform feature allows Customer capacity to brand the login page with their own logo.
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. Counseling and Special Education Services. Deliver all counseling and Special Education Services, including but not limited to identifying Students who are Special Needs Students and providing said students with any necessary specially designed instruction, accommodations and/or modifications, including assistive technology, or non-standard materials.
  - c. Course Placement. Complete course placement changes for enrolled students.
  - d. 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, utilizing information provided by Customer. With regard to the Customer's reporting responsibilities, the Customer shall timely inform OBL of the information that is required to comply with any reporting obligation, 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.
- e. Standardized Testing. Administer any required standardized tests at its own cost.
  - f. 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 the EMS to a third party, the Customer is responsible for determining that such request for access or 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 for such access or transfer.
  - g. 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.
  - h. Modifications to Content. It is the responsibility of the OBL Teacher, as the trained content expert, 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 the Customer's modifications, if OBL deems that appropriate. The ultimate responsibility for any unauthorized modification lies with the Customer.
  - i. National Collegiate Athletic Association Eligibility. Many of OBL's high school core and elective courses, delivered by OBL's teachers via the EMS, 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 the EMS 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. Customers may not modify NCAA approved courses. Any necessary modifications may only be made by OBL staff.
  - v. The Student and the OBL Teacher should be in contact, at a minimum, as the Student completes each quarter of a Course, and the student must complete one (1) synchronous Curriculum Based Assessment (CBA) each semester for any core (Math, Science, Social Studies, Language Arts) course.
  - vi. 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 Pearson Online and Blended Learning Customers.
  - vii. If the Customer's program is not in full compliance with all elements of this section, then OBL shall consider such lack of compliance a material breach of this Statement of Work, and reserves the right, in its sole discretion, to terminate this Statement of Work accordingly.
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 School, 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 illegally 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, and the prices therefor, subject to Section 7. 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

7. **Term:** This Statement of Work will commence upon its execution by both parties (the “Effective Date”) and shall expire on **June 30, 2022**, with three (3) consecutive one-year renewal terms (the initial term and each renewal term individually and collectively “Term”). The Education Program in renewal terms may include provision of current or successor technology, as described above. 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.
8. **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. Termination by operation of law, if the School is no longer certified to be operational pursuant to applicable state law.
    - ii. 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.
  - b. Obligations on Termination. In the event this Statement of Work is terminated by either party for any reason:
    - i. 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;
    - ii. All access to the EMS and other Educational Products and Services contracted for herein shall be discontinued;
    - iii. 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

- iv. 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 7, 8, 9, and 11.
9. **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.
10. **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 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). Notwithstanding the foregoing notice procedures, the parties acknowledge that notices regarding the ordinary operation of the Education Program may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

If to OBL:	Pearson Online & Blended Learning K-12 USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Angela Bryant
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:	Broken Arrow Public Schools 701 S. Main Street Broken Arrow, OK 74012 Attn: Ali Upton

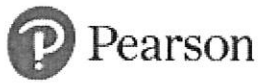
11. **Miscellaneous:**
- a. **Governing Law.** This Statement of Work shall be governed and controlled by the laws of the State of Oklahoma. Any legal actions prosecuted or instituted by any party under this Statement of Work shall be brought in a court of competent jurisdiction located in the State of Oklahoma, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.

- 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.
- 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; provided, however, OBL may accept quotes offered by OBL and duly signed and returned by Customer, and such quotes shall be governed by this Statement of Work. 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. 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.
- f. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations.
- g. 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.
- h. 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. Each Party 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.
- i. Standard Terms. This Statement of Work is subject to the Standard Terms, meaning the Terms and Conditions for Virtual Learning Programs located at

<https://www.pearson.com/obl-terms-conditions>. Capitalized terms not otherwise defined in this Statement of Work shall have the meanings ascribed to them in 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.

- j. Electronic Signatures. This Statement of Work and related documents may be signed in counterparts, and 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.

*[Signature Page Follows]*



Agreed to by:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Broken Arrow Public Schools**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**EDUCATIONAL PRODUCTS AND SERVICES AND PRICES**

Offering	Description	Price
<b>Pearson CoursewarePLUS</b>		
Individual Student Seat – Academic Year	Each Individual Student Seat license provides access for one student to be enrolled in up to six (6) Academic Year courses (or twelve (12) Semester courses) at a time during an academic year. Enrollments may be in any offered courses within the Pearson Connexus catalog. If a student completes or withdraws from their assigned courses, this license may be reused for another student. Minimum purchase of 100 licenses.	\$369.00
Individual Student Seat – Semester	Each Individual Student Seat license provides access for one student to be enrolled in up to six (6) Semester courses at a time during an academic semester. Enrollments may be in any offered courses within the Pearson Connexus catalog. If a student completes or withdraws from their assigned courses, this license may be reused for another student. Minimum purchase of 200 licenses.	\$199.00
<b>CoursewarePLUS Instructional Options</b>		
Certified Online Teacher – Academic Year	Each COT course seat provides for a credentialed, Certified teacher to provide student- and teacher-initiated direct instruction to one student in one course for an academic year. The COT teacher acts as the teacher of record, responds to student-initiated chat, email, and telephone calls; grade assignments and assigns final grade; and moderate discussion boards.	\$600.00
Certified Online Teacher (Semester)	Each COT course seat provides for a credentialed, Certified teacher to provide student- and teacher-initiated direct instruction to one student in one course for an academic semester. The COT teacher acts as the teacher of record, responds to student-initiated chat, email, and telephone calls; grade assignments and assigns final grade; and moderate discussion boards.	\$325.00
LiveLesson	LiveLesson® is OBL's online teaching tool and meeting area accessed through a secured link within the platform. LiveLesson sessions are delivered using the Adobe Connect web-based program. A LiveLesson session allows district teachers to communicate with their students synchronously (live) and asynchronously (recorded session). Each LiveLesson subscription is per teacher per school year.	\$350.00
LiveTutor Full	LiveTutor Full License provides access to an academic professional who responds to general questions regarding concepts and assignment instructions for the core subject areas of math, science, language arts, and social studies, and responds to student-initiated questions through chat, email, and telephone.	\$99.00

<b>District Teacher Training Package – Online Options</b>		
Getting Started: Teaching on Pearson Connexus	Training on how to teach in the EMS, including how to: navigate course materials; engage/communicate with students; grade assignments and provide student feedback; use basic EMS teacher tools, etc. This training is required for all customers planning to use their own Teachers on Pearson Connexus. Enrollment is only open to Customer's teachers. Training is 3 hours, available to 30 teachers per session.	\$600.00
Monitoring Student Progress	Training on how to use the EMS reporting tools to monitor student progress and performance. Enrollment is only open to Customer's teachers. Training is 2 hours, available to 30 teachers per session.	\$450.00
Navigating the Semester Closeout Process	Training on final grading and closing out the semester on the EMS. Enrollment is only open to Customer's teachers. Teachers can register to attend any of the scheduled "Navigating the Semester Closeout Process" sessions. Enrollment is only open to Customer's teachers. Training is 2 hours, available to 30 teachers per session.	\$450.00
On Demand Training Resource	Access to just-in-time learning materials, including tutorials, user guides, training materials, implementation ideas, and more.	Included
<b>Add-On Advanced Teaching Training (Online)</b>		
Course Customization Training	Training on how to use the course customization features of the EMS to modify and/or personalize courses. Training is 2 hours, available to up to 30 teachers.	\$500.00
Special Populations Training	Training targeted to Special Populations Service Providers and Case Managers provides guidance on how to use the features of Pearson Connexus to support individualized plans for students including IEPs, 504s, Gifted, and English Language Learners. The training is best suited for those who work directly with special populations. This training will be delivered as a closed enrollment session and participation will be limited to Customer teachers. Training is 2 hours, available to up to 30 teachers.	\$500.00
<b>Administrator Trainings (Online)</b>		
Getting Started: Training for Administrators	Training for Administrators on using the administrative tools available in the EMS, including how to provision users, copy courses, and enroll students and teachers into course sections. This training is required for all new customers. Training is 2 hours, available to up to 15 administrators.	\$400.00
Reporting on Student Performance	Training for administrators on how to use the EMS reporting tools to monitor student performance. Enrollment is open to Customer and other organizations concurrently. Administrators can register to attend any of the scheduled "Reporting on Student Performance" sessions. This training is only required if Customer is using OBL teachers. Training is 1 hour, available to up to 15 administrators.	\$200.00

<b>Teacher Professional Development (Online)</b>		
Course: Teaching for Impact (12 modules)	Teaching for Impact is designed to provide teachers with research-based instructional strategies and effective practices for teaching in a virtual or blended learning environment. Each course includes examples of teachers modeling best practices with students, utilizing an online learning platform. Course topics align to the National Standards for Quality Online Teaching and include resources that teachers can use immediately with their students.	Included
<b>Family Engagement Support</b>		
Family Information Session	A designated OBL administrator will work directly with the Customer to plan and host a personalized virtual Family Information Session prior to the launch of the program. During the event, prospective and newly enrolled students and their families will learn more about Customer's requirements of the virtual program, receive an overview of Pearson Connexus, view a quick demo of the solution, and participate in a Q&A session. The event can be recorded, and the recording can be made available to the Customer as a resource for their families.	Included
<b>Summer School</b>		
Summer Course Enrollment	Each Summer Course Enrollment license provides access for one student to be enrolled in one course during the summer term. An enrollment may be in any offered course within the Pearson Connexus catalog.	\$55.00
Summer Course Bundle Seat	Each Summer Core Bundle Seat provides access for one student to be enrolled in up to four core subject areas (Math, English Language Arts, Science, and Social Studies) for the summer term. Enrollments may be in any offered courses within the Pearson Connexus Essential Course catalog.	\$150.00
Summer School Course with Certified Online Teacher	Each Summer School Course with COT provides access for one student to be enrolled in one course with an OBL teacher. Enrollment may be in any course offered within the Pearson Summer School catalog. This license is not reusable or assignable to another student.	\$360.00
Summer Smarts Reading	Make up for reading learning gaps in elementary and middle school with Summer Smarts Reading. At the beginning of the Summer Smarts Reading program, the student is assessed for placement in the academic continuum. The student is then able to progress through the program independently, with individual pathways that maximize help in the student's area of need. Throughout the summer, the student will be invited to participate in weekly hands-on activities for further engagement in math. This up to nine-week program includes a teacher monitoring student progress and providing weekly reports on student performance.	\$220.00
Summer Smarts Math	Make up for math learning gaps in elementary and middle school with Summer Smarts Math. At the beginning of the Summer Smarts Math program, the student is assessed for placement in the academic continuum. The student is then	\$220.00



	<p>able to progress through the program independently, with individual pathways that maximize help in the student's area of need. Throughout the summer, the student will be invited to participate in weekly hands-on activities for further engagement in math. This nine-week up to program includes a teacher monitoring student progress and providing weekly reports on student performance.</p>	
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**Exhibit B**  
**Pricing and Invoicing**

1. **Pricing and Invoicing**. In consideration for the Education Program provided by OBL to the Customer during the Term, OBL shall be paid the sums set forth on Exhibit A, and subject to the terms of the Statement of Work.
  - a. **General**.
    - i. All Educational Products and Services expire at the end of their duration listed herein, or if not stated, at the end of the then-current Academic Year, unless agreed to otherwise.
    - ii. A number of products and services are offered under this Agreement. Customer is responsible for understanding the 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 instructional model will be utilized, and whether the student will be provided access to services such as LiveTutor. 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.
    - iii. If volume discounts are indicated in this Statement of Work, they shall apply as follows: any discount percentage indicated on the Statement of Work will only be applied to the products designated in the Statement of Work (the “Eligible Products”) if Customer purchases at least the minimum indicated on the Statement of Work. In the event Customer makes such a qualifying purchase, the discount will also be applied to all subsequent purchases of Eligible Products for the remainder of that Academic Year. Eligibility for volume discounts resets each Academic Year.
  - b. **Payment**.
    - i. OBL shall invoice the Customer for any charges incurred during the Term. Customer shall remit payment to OBL for these invoices within thirty (30) days from the invoice date.
    - ii. Customer agrees to pay to OBL all such fees, and all applicable sales, use or other taxes, however designated, except for taxes based on OBL’s income. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.
    - iii. Customer may incur charges under this Statement of Work by notifying OBL in writing of its desire to purchase Educational Products and Services (such as a signed quote or purchase order) or otherwise through Customer’s usage of the EMS (such as by Customer enrolling a Student under an

enrollment license). Upon OBL's determination of any charges incurred by Customer, OBL shall invoice Customer for any such charges.

- iv. In no event shall failure by OBL to invoice the Customer for a given product, service or usage constitute a waiver of the Customer's obligation to make payment to OBL under this Statement of Work. Further, Customer acknowledges that should OBL fail to list a new enrollment license, for example, on the invoice following such license's utilization or a new enrollment entered by Customer, Customer will nevertheless remain financially responsible for such license and will be invoiced accordingly, and failure to pay shall be deemed a breach of the Agreement. No refund or credit shall be due to Customer in the event that an Educational Product or Service is not utilized, for example if a student enrolls in and then drops a class under an enrollment license purchased by Customer.