

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

Customer Name: Sarasota County Schools
4748 S. Beneva Road
Sarasota, FL 34231

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Effective Date: July 1, 2017

Sarasota County Schools (“Customer”) and Connections Learning, a division of Connections Education LLC d/b/a Pearson Online & Blended Learning K-12 USA (“POBL”), are hereby entering into this Statement of Work (“Statement of Work”) whereby Customer is contracting with POBL to receive access to certain virtual education products through Pearson Connexus[®], POBL’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 Customer-enrolled Students in grades K-12 residing within the Sarasota County Schools district boundaries (“School”).

1. POBL Responsibilities:

- a. Virtual Instructional Program. POBL will comply with the State of Florida's Virtual Instructional Program's requirements, including, but not limited to:
 - i. POBL will comply with the requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the State Board of Education.
 - ii. POBL will communicate to students and families the following information: the name of the instructor and his or her contact information, the name of the administrator and his or her contact information, instructor office hours, and technical support information.
 - iii. POBL will ensure all curriculum and course content is aligned with Florida Next Generation Sunshine State Standards under Section 1003.41, Florida Statutes.
 - iv. POBL will ensure all courses meet conformance level A of the World Wide Web Consortium's Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0.

- v. POBL will provide the Customer with preliminary survey data (student, staff and program) two weeks prior to a Date Certain for survey periods 2 and 3 to allow enough time for students' schedules to be entered into the District Student Information System. In the event changes occur, the Customer will be notified of the changes in writing. POBL will provide accurate accountability data to Customer and the Department of Education (DOE) to ensure accuracy of Provider school grades. This includes, but is not limited to, correct student IDs, course titles, course numbers, and provider codes, as defined in the DOE Data Elements <http://www.fldoe.org/eias/dataweb/download.asp>, pursuant to State Board of Education Rule 6A-1.0014, F.A.C.
 - vi. POBL will maintain all education data required by Florida law or as agreed upon in writing between the parties, which includes but is not limited to progress monitoring, grades, attendance, and, formal/informal assessment. All maintained education data shall be accurate and complete, and upon request be made available to the Customer within a reasonable amount of time, which shall not be construed to be less than two (2) weeks from the date POBL receives the request.
 - vii. POBL shall comply with the Customer's standard School Board approved policies, student progression plan, school calendar and all statutory requirements of § 1002.45 F. S.
- b. Education Program. Provide the Curriculum which, when supplemented with Teacher-provided additions and modifications, meets the State standards, as adopted by the Florida Department of Education, as well as the Customer's graduation requirements. The Curriculum shall include, at a minimum, the following:
- i. POBL standard Course offerings, including core and elective subjects, provided through International Connections Academy ("iNaCA") augmented by POBL provided Instructional Services. POBL's standard Course offering may be modified from time to time and subject to the State approval process before they can be made available for Student enrollment. A list of available Course offerings for the Education Program will be available through POBL's Program Manager within five (5) business days of a request by Customer Program Coordinator.
 - ii. In accordance with the license terms set forth herein, a license to use all required curricular and instructional materials that are part of POBL's standard digital offering, including: textbooks; ancillary materials; such as, workbooks; kits; texts; and other instructional resources; such as, Teachlet® tutorials (collectively "Instructional Materials"). Instructional Materials are delivered in a digital format except when a digital format is not available. Customer will provide POBL with reasonable assistance in returning any materials provided in tangible format upon a Student's withdrawal from a class (or the entire program) or at the end of the applicable Academic Year.
- c. Connexus Access. POBL will provide Customer with a limited, royalty-free, non-transferable, non-exclusive license, for the duration of the term of this

Statement of Work, for Customer's Authorized Users to access and use Connexus for purposes of receiving the Educational Products and Services contemplated hereunder. Through Connexus, Customer will have access to information about Student progress, attendance, performance, participation, and other metrics. Customer's license to Connexus will include the following modules listed below:

- 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 Section 2 of this Statement of Work, including providing web-based access from non-school sites to the Education Program by Students, Learning Coaches of Students, Customer Program Coordinator, and other Customer designees.
 - ii. Access to other technologies, including those offered through Connexus, student gradebook, attendance, message boards, lesson scheduling tools, accountability tools, webmail system, video and audio streaming, and the ability to track Student progress.
- d. Instructional Support.
- i. If Customer elects to use POBL Teachers for any Courses, all POBL Teachers will be highly qualified Florida Certified. No POBL course will be made available to the Customer's students if it is not taught by a high qualified Florida Certified teacher. Access to Courses taught by POBL Teachers shall be through iNaCA, and POBL 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 POBL Teachers, POBL will provide the following:
 - A. With respect to full-time Students only, a homeroom "advisory" teacher whose responsibilities shall include: monitoring Student participation and performance; assisting Students in navigating POBL's technology and systems; and facilitating communication between the Student, Instructional Aides, and the subject matter Teacher on an as-needed basis.
 - B. Modification or adaptation of assessments, instructional approach and/or lesson presentation by POBL Teachers to meet particular Students' IEP/504 plans supplied by Customer as is reasonably afforded within the Connexus® platform. POBL will not be expected to provide additional human resources.
 - ii. Where applicable, in order to utilize the iNaCA transcript as a representation of student achievement, Customer must adhere to the responsibilities and guidelines set forth in the [iNaCA Transcript Agreement Form](#).
 - iii. Customer will be provided highly qualified Florida Certified teachers as required by applicable state law. POBL will ensure all employees and contracted personnel undergo background screening as required by Section 1012.32, F.S. using state and national criminal history records. The screening results for each employee assigned to Customer's students will be provided to the Customer for verification of compliance. POBL will provide the: Names of

each teacher assigned to Customer's students; Department of Education Number and certification for each teacher assigned to Customer's students; The course names/subject areas each assigned teacher will deliver instruction to Customer's students.

- e. Complaints. Promptly investigate any concerns or complaints raised by the Customer, involving the performance of any POBL personnel providing support services, including, Instructional Support to the Schools.
- f. Student Records Support.
 - i. POBL 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 five (5) business days of the Customer's written request for such information. To the extent permitted by law, POBL may retain a copy of such records subject to the confidentiality requirements of this Statement of Work, until such time as the Customer provides written notice requesting that specific records be returned or Destroyed.
 - iii. Unless the parties expressly agree to a longer time period, POBL 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.
- g. Program Management. Provide a program liaison ("POBL Program Manager") who shall be the point of contact for the individual designated by the Customer as the "Customer Program Coordinator." The POBL Program Manager shall respond to Customer inquiries and support Student achievement in the Education Products through data analysis training, and by acting as POBL's liaison for the Customer.
- h. Other Professional and Technical Support Services.
 - i. Provide 24/7 technical support through on-line help (in Connexus) and live phone support via POBL's Support Services to Authorized Users, Monday-Friday 8:00 a.m. to 8:00 p.m. (ET), excluding POBL's designated holidays. For Students not using Computer Technology provided by POBL, Students must have access to a computer that meets the minimum system requirements set forth at <https://www.connexus.com/public/systemRequirements.html>. POBL 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 Pearson Connexus.
 - ii. Provide online tutorials to Students, and Learning Coaches on the Curriculum, use of Pearson Connexus®, various POBL policies and procedures, and other technology to support Student learning as appropriate.

- iii. Provide Customer designees with online, asynchronous pre-service and in-service training for program staff. Additional on-site training services are available at POBL's standard rates.
 - iv. Set-up of School
 - A. POBL 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.
 - B. POBL will provide initial set-up for Students, contingent upon receiving all necessary enrollment data from Customer, including contact and address information and Course selections for each Student. Customer is responsible for the accuracy and completeness of all enrollment data and information.
 - i. Marketing. POBL will provide co-branded marketing collateral and copy for use by Customer in marketing the Customer's program to prospective Students and their families.
 - j. Additional Optional Services. For an additional fee, to be mutually agreed upon by the parties on a project by project basis, Customer may request further customization of the Education Products, by procuring additional products and services. Inquiries related to desired customizations such as, but not limited to, Special Education Services, provision of data for state reporting, custom Course development and modifications, Course resequencing and customized course shells, should be directed to the POBL's Program Manager through the Customer Program Coordinator.
2. **Customer Responsibilities**. The Customer shall be responsible for the day to day management of the School and shall perform any responsibility not explicitly delegated to POBL under the terms of this Statement of Work, including, but not limited to the following:
- a. Virtual Instructional Program. Customer will comply with the State of Florida's Virtual Instructional Program's requirements, including, but not limited to:
 - i. Assign Customer VIP students to school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
 - ii. Verify the enrolled students are residents of the Customer's district.
 - iii. Provide test administrators and testing locations for all appropriate grade level students for all required state assessments.
 - iv. Provide any required services to support a student's IEP or 504 Accommodation Plan consistent with the legal requirements for serving students with special needs or a disability in a virtual school.
 - v. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the

student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.

- vi. Provide administrators and/or counselors/academic advisors to provide student and/or parent counseling/administrative support as needed.
- vii. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Customer may allow authorized third parties to access the Service in compliance with the terms of this Statement of Work, so long as the access is for the sole benefit of Customer and in furtherance of this Statement of Work. Customer is responsible for compliance by such authorized third parties with this Statement of Work, including but not limited to confidentiality.
- viii. Customer may audit POBL under this Statement of Work for compliance matters upon reasonable written notice to POBL. Any such audit will be conducted under normal business hours and days of operation, at Customer's expense, and no more than once per calendar year. Under such audit, Customer will only be provided with non-privileged documents directly related to the performance of this Statement of Work.
- ix. Accept standard publications from POBL for all compliance and documentation purposes such as program guides for information and data about the curriculum, student handbook for policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school reports for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes.
- x. Report to the state for payment all students served under this Statement of Work as reported to the Customer by POBL.
- xi. Pay POBL in accordance with this Statement of Work.
- xii. Provide information to parents and students about right to participate in Customer VIP.
- xiii. Provide a diploma for graduating seniors.
- xiv. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Statement of Work.
- xv. Ensure eligible Students have access to the Internet and to a computer meeting the specifications at: <https://www.connexus.com/public/systemRequirements.html> and communicate applicable POBL guidelines and requirements, including the

POBL Educational Materials and Hardware Policy, located at: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx>. Internet access must provide sufficient bandwidth to effectively access and use the Courses and other features of Connexus®.

- b. Designate a Program Coordinator. Customer shall provide the names of such Program Coordinator to POBL, in writing. The Program Coordinator shall be responsible for: (a) identifying all individuals authorized to have access to Customer and/or Student information on the Platform, and (b) submitting written requests to the POBL Program Manager that such access be granted. All requests to grant access shall be communicated in writing to the POBL Program Manager, and shall specify which of the following levels of access is to be granted: Program Coordinator, Site Coordinator; Site Staff; Student; or Caretaker. The Program Coordinator will provide information to Customer's prospective families and address concerns about Students, including those raised by POBL Teachers or other parties. The Program Coordinator will act for the District in all matters pertaining to this contract and to accept and approve all deliverables and invoices.
- c. 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.
- d. Diplomas. Tracking graduation requirements and issuing diplomas (if applicable), all in accordance with Customer's policies.
- e. Counseling and Special Education Services. Deliver all counseling and Special Education Services, including identifying Students who are Special Needs Students.
- f. Course Placement Changes. Initiate all requests for course placement changes for enrolled students.
- g. Insurance. Obtain all insurance necessary and appropriate in connection with the operation of the School.
- h. Reporting. File all information directly with the State of Florida or other regulatory authorities, associated with the operation of the School, as required by any applicable state or federal law. POBL will support the Customer in the preparation of such reports to the extent reasonably requested by the Customer. In regards to the Customer's reporting responsibilities, the Customer shall timely inform POBL 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.
- i. Standardized Testing Administration. The Customer shall be responsible for administering any required standardized tests at its own cost.

- j. Student Data Transfer/Access Requests. To the extent the Customer requests POBL 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 or transfer is compliant with applicable local or Customer policies and procedures, as well as state or federal law, and for informing POBL of any restrictions POBL must follow in providing such requested access or transfer. The Customer shall hold POBL harmless and indemnify POBL pursuant to the Standard Terms.
 - k. Customer Program Coordinator. The Customer shall designate and employ one or more Customer Program Coordinator(s) and shall provide the names of such Customer Program Coordinator(s) to POBL in writing. The Customer Program Coordinator(s) shall be responsible for: (a) identifying all individuals authorized to have access to Customer and/or Student information; and (b) submitting written requests to POBL's Program Manager, that such access be granted. All requests to grant access shall be communicated in writing to POBL's Program Manager, and shall specify which of the following levels of access is to be granted: Customer Program Coordinator, Site Coordinator; Site Staff; Student; or Learning Coach. In addition, the Customer Program Coordinator(s) will provide information to Customer's prospective families and address concerns about Students, including those raised by Teachers or other parties.
3. Limitations. Whether Customer utilizes POBL Teachers or Customer Teachers, Customer acknowledges that POBL'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 POBL is not serving as the credit-granting institution under this Statement of Work.
 4. Representation Regarding Non-discrimination. Neither POBL 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 Program offerings 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 Program offerings being made available to Customer hereunder.
8. **Term.** This Statement of Work will commence on July 1, 2017 and will continue through June 30, 2018, and may be renewed thereafter upon mutual written agreement by the Parties. In the event the parties determine to negotiate a continuation of their relationship beyond the expiration date, and such renewal negotiations continue beyond the expiration date such that POBL continues to provide services consistent with its obligations set forth in this Statement of Work, without a renewal agreement being executed by and between the parties, the terms and conditions of this Statement of Work shall continue to govern the relationship of the parties until such time as the parties: (i) execute a new agreement; or (ii) the parties' relationship terminates without a new agreement being executed. Customer acknowledges that utilization of the enrollment licenses will not be available prior to August 1, 2017.
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. **Indemnification and Limitation of Liability.** To the extent permitted by law, POBL agrees to indemnify and hold Customer, its Board Members, officers, employees and agents harmless from all third-party liability, claims and demands arising from any suit, claim, charge or proceeding that arise out of or in connection with any negligent acts or omissions of the POBL related to or arising from this Statement of Work except to the extent such Claims arose out of the actions or omissions of the Customer and subject to the conditions precedent that a) the Customer provides written notice to POBL within thirty (30) days of its receipt of the Claim and b) the Customer permits POBL to assume the control and defense of the Claim with counsel selected by POBL. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to POBL or Customer under law. This paragraph shall survive termination of this Statement of Work. IN NO EVENT SHALL POBL'S LIABILITY TO THE CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS STATEMENT OF WORK OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY THE CUSTOMER TO POBL HEREUNDER.

To the extent permitted by law, the Customer agrees to defend, indemnify, and hold harmless POBL and its affiliates and all of their employees, contractors, officers and board members from and against any and all third party liability, claims, damages, injuries, judgments, demands and expenses, including but not limited to court costs and attorneys' fees, that arise out of or in connection with any negligent acts or omissions of the Customer related to or arising from this Statement of Work (collectively "Claims") except to the extent that such Claims arise out of acts or omissions of POBL subject to the conditions precedent that a) POBL provides written notice to the Customer within thirty (30) days of its receipt of the Claim and b) POBL permits the Customer to assume the control and defense of the Claim with counsel selected by the

Customer. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to POBL or Customer under law. This paragraph shall survive termination of this Statement of Work. IN NO EVENT SHALL CUSTOMER'S LIABILITY TO POBL AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS STATEMENT OF WORK OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY THE CUSTOMER TO POBL HEREUNDER.

This section supersedes any provision in the Standard Terms and Conditions related to indemnity or hold harmless, specifically including paragraphs 3(c) and 10.

11. **Method for Conflict Resolution.** Any dispute concerning performance of the contract shall be decided by the Customer's designated contract manger, who shall reduce the decision to writing and serve a copy to POBL. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, POBL files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to POBL's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to POBL's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
12. **Debt Responsibility.** As required by Florida Statute, POBL is responsible for all debts for the Customer's virtual instruction program that arise out of POBL's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contractor from the payment of any debts incurred under this contract for termination, unless such termination is as provided for in this Statement of Work.
13. **Teacher Ratios.** POBL takes into account the needs of the individual students, families, schools and teachers in assigning teacher loads. Student-teacher ratios will vary program to program. The average student/teacher ratios and average total number of students per teacher, for grades K-5, 6-8, and 9-12, can be found at <http://www.connectionslearning.com/connections-learning/curriculum/state-partnerships/florida/disclosure.aspx>. In addition, each full-time middle school student has an Advisory Teacher or School Counselor who assists students and Learning Coaches with course selection, student transfers, graduation requirements, college and career planning, interpersonal counseling, and general academic guidance. If these teachers were included in the student/teacher ratio, it would be lower.
14. **Teacher Compliance.** Customer shall review teacher student interaction, teacher parent interaction, teacher attendance, teacher's management of the online system, and compliance with all requirements as discussed in the quarterly meetings. Only highly qualified teachers shall be contracted to perform services for this Statement of Work.
15. **Graduation Requirements.** In the event POBL provides products and services to students in grades 9 through 12, as required by § 1003.428, s. §1003.429, or s. §1003.43 POBL shall provide a method for determining that a student has satisfied graduation requirements for an applicable course. POBL provides a percentage grade

to the Customer and the Customer can use these percentage grades within their own system.

16. **Data Security.** POBL's learning management systems have been deployed in a fully redundant configuration into a biometrically secured level 3 facility with complete data redundancy to include mirrored file systems, hourly data snapshots, daily incremental backup, weekly full backup, secured off-site backup storage, and secondary data center for disaster recovery in a distinct geographic location. Our data facility is SSAE16 SOC-1 Type II and SOC-2 Type II certified.
17. **FERPA and Confidentiality.** If Customer is a public entity receiving federal Title I funds, Customer represents that POBL is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Statement of Work. POBL agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, POBL has a legitimate educational interest for purposes of Customer disclosing to POBL students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law POBL or its affiliates may provide Customer with confidential information (as designated by POBL) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.
18. **Special Education and Disabilities:** If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs or 504 Accommodation Plans, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Statement of Work. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Statement of Work, POBL will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that POBL may do so without incurring direct or indirect costs.
19. **English Language Learners:** An English Language Learner (ELL) endorsed teacher will be provided to Customer for students requiring ELL education. The Customer may make recommendations for ELL accommodations within the courses or offer other services and elective courses to meet this need.
20. **Choice of Law/Venue.** The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Statement of

Work, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida, County of Sarasota for purposes of any action, suit or proceeding arising out of or related to this Statement of Work and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Statement of Work that is brought in such courts has been brought in an inconvenient forum.

21. **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, 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):

If to POBL:

Pearson Online & Blended Learning
8830 Stanford Blvd.
Columbia, MD 21045
Attn: Donna Hutchison

With a copy to:

Pearson Online & Blended Learning
8830 Stanford Blvd.
Columbia, MD 21045
Attn: Dept. of School Legal Affairs
Legal-PearsonOBL@pearson.com

If to the Customer:

Sarasota County Schools
4748 S. Beneva Rd.
Sarasota, FL 34231
Attn: Mr. Steve Posilovich
steve.posilovich@sarasotacountyschools.net

22. **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.connectionslearning.com/connections-learning/terms.aspx>.

- a. "Academic Year" shall mean the school year ending on June 30 of a given year, unless stated otherwise herein.
- b. "Curriculum" means a program of instruction provided by POBL, which includes Content and Instructional Materials accessed primarily through Connexus®, that, together with a Teacher providing additions and/or modifications, shall meet the educational content or other standards established by the State of Florida in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

- c. "Instructional Support" means the provision of all Teachers or other professionals necessary to fully deliver the Education Program offerings to Students. Teacher responsibilities shall include integrating state-of-the-art instructional tools and the Curriculum 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.

23. **Miscellaneous:**

- a. 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.
- b. Complete Agreement; Modification, Waiver and Survival. 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. 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 9, 10, 11, 20 and 23.
- c. 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.
- d. Counterparts. This Statement of Work may be signed in counterparts, which shall together constitute the signed original Statement of Work.
- e. 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.
- f. 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 POBL shall be deemed to be an agent or employee of the

Customer. POBL 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.

- g. 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.
- h. 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. Each party acknowledges and agrees that it will not contest the validity or enforceability of this Statement of Work and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Statement of Work and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this 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

By:

Dina Hutchison

Print Name:

Dina Hutchison

Title:

Senior Vice President

Date:

April 27, 2017

Sarasota County Schools

By:

Print Name:

Caroline Zucker

Title:

chair

Date:

DOCUMENT APPROVED FOR LEGAL CONTENT

5-1 *2017*, BY

A. LEONAR MATTHEWS, JR.
MATTHEWS, EASTMORE, PERRY, CHAUWELS & GARCIA
ATTORNEYS FOR

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

SIGN *[Signature]*

Exhibit A

EDUCATION PROGRAM OFFERINGS

Offering	Description
Full-Time Enrollment License (FTEL)	One student enrolled in UP TO EIGHT courses. Enrollment is reusable. Each FTEL provides access for the Academic Year for one student to enroll in up to EIGHT offered courses within the Pearson Connexus catalog. If a student completes or withdraws from the course(s), the Full-Time Enrollment License may be reused to enroll that student or another student in up to EIGHT offered courses within the Pearson Connexus catalog. The number of enrolled students at any time may not exceed the number of FTEs.
Certified Online Teachers	Highly qualified, state-certified (when required) teacher who: - provides on-demand instructional support and direct instruction as needed - responds to student initiated chat, email, and telephone calls - moderates discussion boards - is the teacher of record - assigns final grades

Exhibit B

Pricing and Invoicing

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

a. Education Program – Enrollment Licenses

Offering	Price per Academic Year (Student enrolls on or before December 31)	Price per Academic Year (Student enrolls on or after January 1)
Full Time Enrollment License, with Certified Online Teachers	\$3,750	\$1,875

b. Education Program Offering Invoicing Procedure. The following invoicing procedures will apply with respect to Customer's utilization of the Education Program.

- i. Student Counts. Preliminary survey data will be sent by POBL to the Customer two (2) weeks prior to a date certain for survey periods 2 and 3, provided, however, that Customer acknowledges such data will not include student enrollments that have occurred within the two (2) weeks prior to the date certain. In such cases, a report showing only the changes will be sent to the Customer from POBL within a reasonable amount of time not to exceed the 2 weeks prior to a Date Certain for survey periods 2 and 3.
 - ii. Invoices will be created based on successful completion of students enrolled in a POBL program. Invoices shall be submitted to Customer at the end of each semester by POBL and full payment of such invoices shall be due by Customer no more than thirty (30) days from the Customer's receipt of invoice. If full payment is not timely received, POBL, in its sole discretion, may cease the provision of any or all products, services and licenses.
 - iii. All Enrollment Licenses purchased within a given Academic Year expire at the end of the Academic Year.
 - iv. POBL 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. In the event materials are lost by the student, POBL will notify the Customer for assistance.
- c. Customer shall provide POBL 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 POBL hereunder.