



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

Customer:	Santa Rosa County School District 5330 Berryhill Road Milton, FL 32570
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The above-named Customer and Pearson Online & Blended Learning K-12 USA, are parties to a Statement of Work dated July 25, 2017 (the “Statement of Work”). The parties hereby agree to amend the Statement of Work as follows:

1. Exhibit A to the Statement of Work is deleted in its entirety and replaced with the attached Exhibit A, incorporated hereby.
2. Exhibit B to the Statement of Work is deleted in its entirety and replaced with the attached Exhibit B, incorporated hereby.
3. This First Amendment shall be effective as of the date it has been fully executed by both parties.
4. In all other respects the Statement of Work shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the Statement of Work, this First Amendment will govern.

Agreed to by:

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

Santa Rosa County School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

EDUCATIONAL PRODUCTS AND SERVICES

Offering	Description
Course Seat Enrollment License (SEL)	<p>One student enrolled in ONE course. Enrollment is reusable.</p> <p>Each SEL provides access for 12 months for one student to be enrolled in one course. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from the course, the SEL may be reused to enroll that student or another student in any course. This means that one SEL may be used for multiple course enrollments throughout the Academic Year. The number of SELs purchased is the maximum number of enrollments there may be at any one time.</p>
Part-Time Enrollment License (PTEL)	<p>One student enrolled in UP TO FOUR courses. Enrollment is reusable.</p> <p>Each PTEL provides access for 12 months for one student enrolled in up to FOUR courses. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from the course, the PTEL may be reused to enroll that student or another student in up to FOUR courses. This means that one PTEL may be used for multiple course enrollments throughout the Academic Year.</p>
Full-Time Enrollment License (FTEL)	<p>One student enrolled in UP TO EIGHT courses. Enrollment is reusable.</p> <p>Each FTEL provides access for 12 months 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 FTELs.</p>
Full-Time Student Seat (FTSS)	<p>Each Full-Time Student Seat license provides access for a fixed duration, listed on Exhibit B, for one Student to enroll in up to eight Courses at a time.</p> <p>An enrollment may be in any offered course within the Pearson Connexus catalog.</p> <p>The number of Full-Time Student Seats purchased is the maximum</p>

	number of unique Students there may be at any one time. While the Full-Time Student Seats are non-refundable, in the instance of a student withdrawing from the Seat (for any reason), the Full-Time Student Seat may be reassigned to another student without penalty.
Instructional Support	
LiveTutor	<p>Academic professional who responds to general questions regarding concepts and assignment instructions for Math, Science, Language Arts, and Social Studies.</p> <ul style="list-style-type: none"> - Responds to student-initiated questions through chat, email, and telephone - Available on a per-student, per-course seat basis and may be reassigned as needed.
Certified Online Teachers (COT)	<p>Highly qualified, Certified teacher who:</p> <ul style="list-style-type: none"> - responds to student-initiated chat, email, and telephone calls - moderates discussion boards - provides on-demand instructional support, and direct instruction as needed - is the teacher of record - grades assignments, provides grading feedback, and assigns final grades - Available on a per-student, per-course seat basis and may be reassigned as needed.

Exhibit B
Pricing and Invoicing

1. Education Program

Offering	Price - Academic Year (purchases prior to Jan. 1)	Price - Spring Semester (purchases on or after Jan. 1)
Full-Time Student Seat with Certified Online Teachers (FTSS)	\$4,250.00	\$2,125.00

Offering	Price per 12-month license
Offering	
Course Seat Enrollment License (SEL)	\$109 (\$99 for 101+ Students)
SEL with LiveTutor	\$178 (\$168 for 101+ Students)
Part-Time Enrollment License (PTEL)	\$279
PTEL with LiveTutor	\$368 (\$338 for 101+ Students)
Full-Time Enrollment License (FTEL)	\$529
FTEL with LiveTutor	\$628 (\$578 for 101+ Students)

Customer may receive a discount by making an initial purchase as of the Initial Invoicing Date for a given Academic Year of at least the number of Offerings set forth in the table above. Customer may receive applicable volume discounts only as of the Initial Invoicing Date for a given Academic Year. An increase in Customer's purchased offering count to the stated thresholds later in the Academic Year does not



trigger these discounts. However, if the initial purchase as of the Initial Invoicing Date qualifies Customer for one of the discounted prices below, then subsequent purchases of Offerings in the same Academic Year will qualify for the same discounted price.

a. Instructional Support Offerings

Offering	Price – School Year (purchases prior to Jan. 1)	Price – Second Semester (purchases on or after Jan. 1)	Price - Summer Only
Certified Online Teachers (per course)	\$600.00	\$330.00	\$200.00

b. 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 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 the EMS from the perspective of the administrator and prepares them to successfully set-up the 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,	Included

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.	
my PearsonTraining Portal (MPT) Access to <i>my PearsonTraining</i> portal with on-demand video tutorials, product guides, sample documents/resources, and quick tips tutorials.	Included
Onsite Training Day 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.	\$2,500.00 per day (25 attendees)
Online Training Day Five-hour interactive webinar (limited to 30 attendees per webinar) led by an educational consultant and tailored to meet the district's needs. These sessions provide training to support teachers in using the platform to personalize instruction.	\$500.00

2. **Invoicing.** The following invoicing procedures will apply with respect to Customer's utilization of the Education Program:

- a. 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 forty-five (45) 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.
- b. Invoices for Enrollment Licenses with POBL Teachers.
 - i. Invoices for Enrollment Licenses with POBL teachers will be created based on successful completion of students enrolled in a POBL program.
 - ii. 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.
- c. Invoices for Enrollment Licenses with Customer Teachers. Invoices for Enrollment Licenses with Customer Teachers will be created based on the following:
 - i. On or about the first day of each Academic Year during the term of this Statement of Work, POBL will invoice Customer a one-time charge for Customer's license commitment. This will establish Customer's initial purchased seat count and date of such purchase shall be referred to as the "Initial Count Date".
 - ii. After the initial purchased seat counts for a given Academic Year have been established on the Initial Count Date, throughout the remainder of the Academic Year, if the number of educational products and services utilized exceeds the number already purchased, POBL will invoice Customer for the additional products and services based on the pricing terms set forth herein.
- d. Invoices for Other Products or Services.
 - i. Beginning with execution of the SOW, the count of other Education Program products or services, such as enrollment licenses without POBL Teachers and LiveLesson subscriptions, will be assessed on the 15th of the day of each month. Using said assessment, POBL will invoice the Customer monthly for these products or services.
 - ii. Professional Development & Training will only be provided upon Customer's submission of a purchase order, after which POBL will

invoice Customer.

- e. All Enrollment Licenses expire at the end of their stated term.
- f. 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.
- g. 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.