



A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, May 4, 2026, beginning at 6:00 PM in the Boardroom of the Administration Building, 801 South Ennis Street, Bryan, Texas 77803, where a quorum of the Board of Trustees will be present.

The subjects to be discussed, considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting agenda. A closed meeting may be held at any time during the open meeting as authorized by various sections of the Texas Government Code. When this occurs, a formal statement will be made by the president or presiding officer of the Board of Trustees.

1. Call to Order

2. Welcome

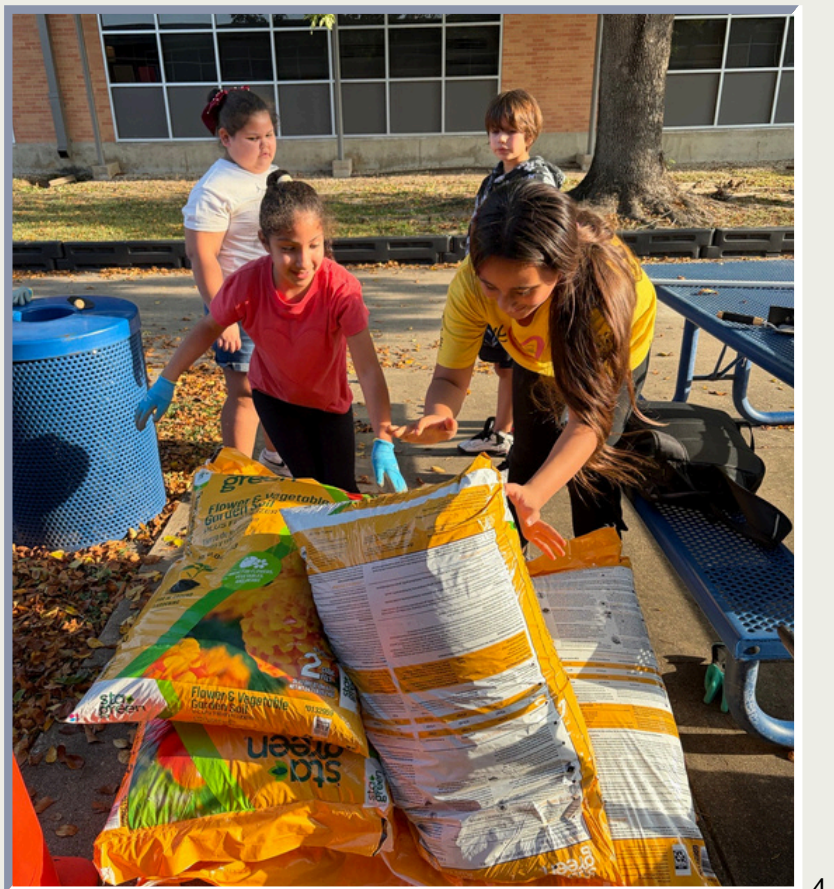
3. Pledges of Allegiance to the United States and Texas Flags

4. Spotlight

4.A. Recognition of the Brazos County Health District as an Essential Eight Community Partnership Awardee for gardens in schools











4.B. Celebrating CTE students for their participation in the Brazos County Youth Livestock Show

CTE SPOTLIGHT

**BRAZOS COUNTY
YOUTH LIVESTOCK
SHOW**

UPCOMING CELEBRATIONS

MAY 7

BHS FFA
BANQUET

MAY 12

BHS CTE
AWARDS
NIGHT

MAY 13

RUDDER FFA
BANQUET

MAY 14

CTEC
AWARDS
NIGHT

MAY 18

RUDDER CTE
AWARDS
NIGHT

Celebrating CTE student achievement across the district



110
BISD STUDENTS
(GRADES 3-12)

\$581,573.84
EARNED
AT THE
AUCTION

SPECIAL EDITION SHOW

AG-YOU-CATE



4.C. Recognition of Architectural Partners related to the 2025 Bond

5. Public Comment on Agenda Items

6. Board Member Reports

6.A. Executive Committee Report on the Budget Development Process and Bond 2025

6.B. Intergovernmental Committee Report on the State of Healthcare in the Brazos Valley

6.C. Finance Board Committee Report on Bond Sale Methods and Budget to Actual Forecast Update

7. Information Items

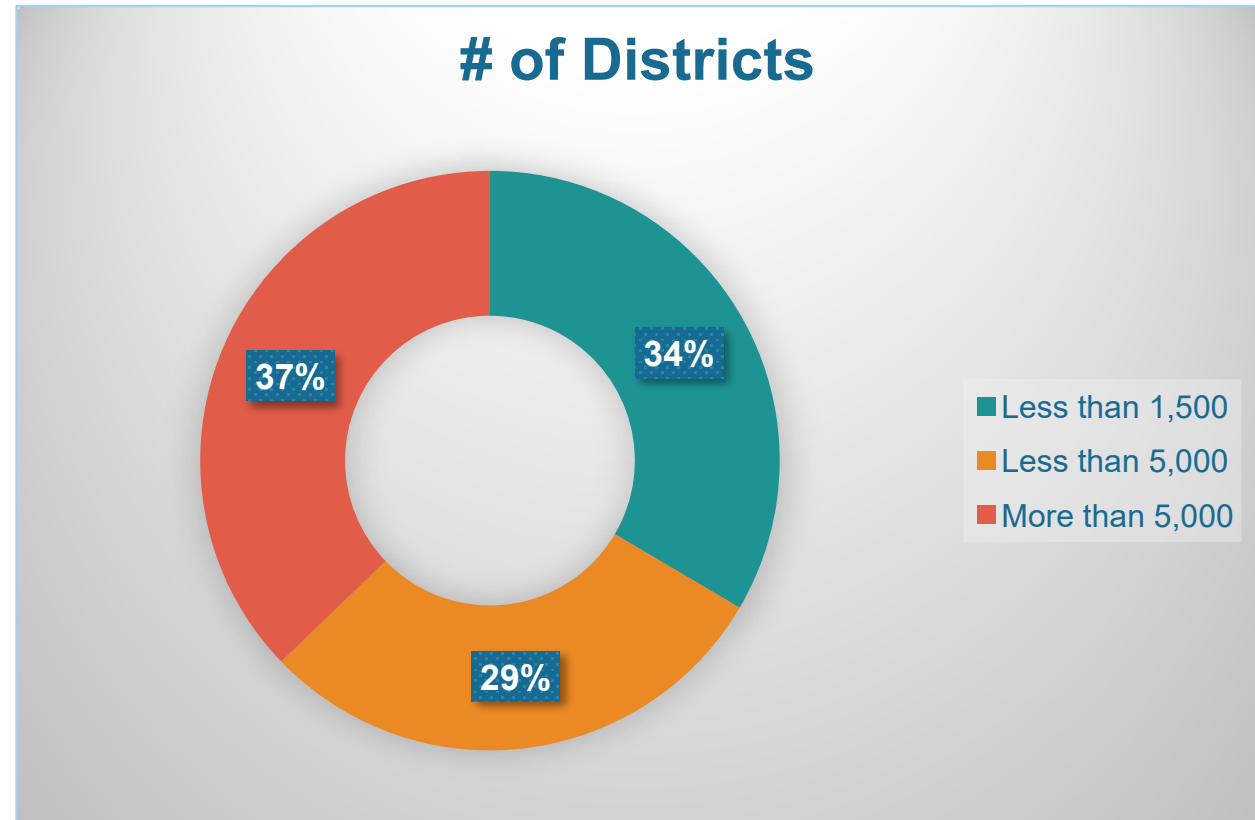
7.A. Texas School Finance: Key Concepts and Current Landscape



Third Annual TASBO School Finance Survey

2026 TASBO School Finance Survey

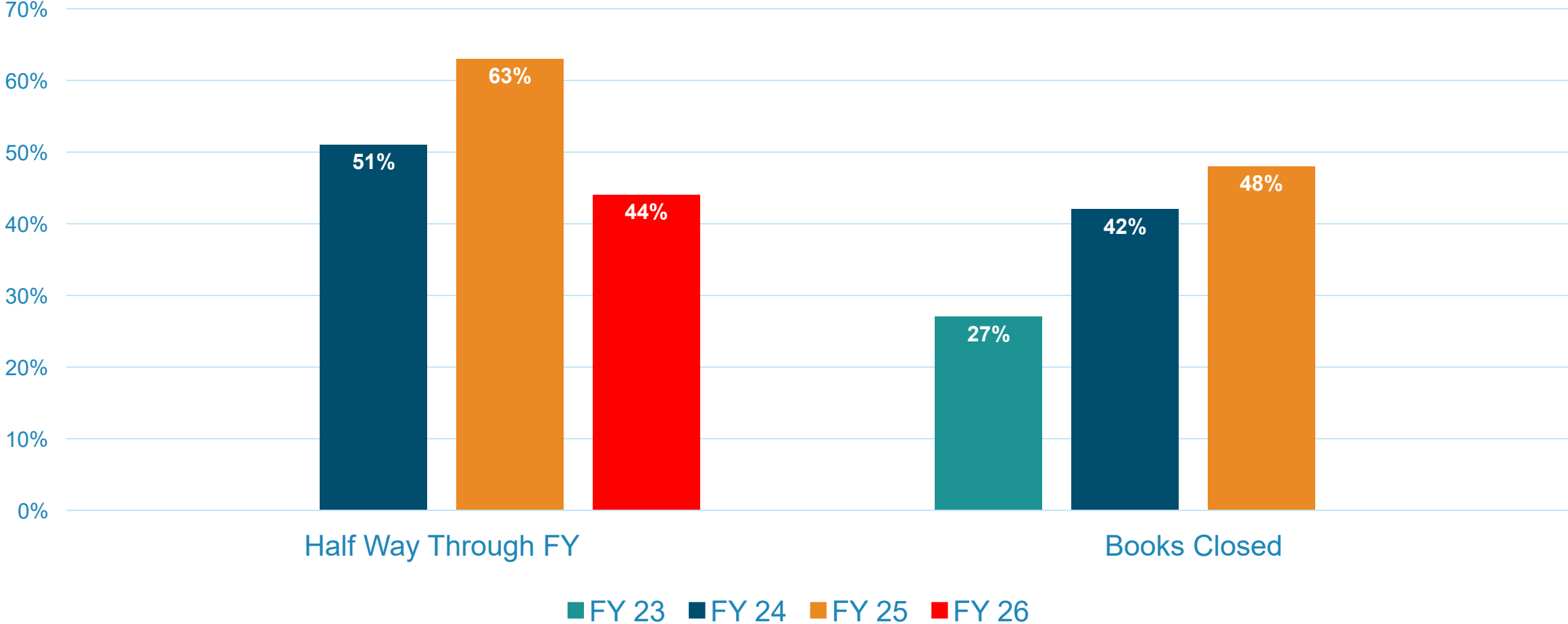
- 263 responses from 244 LEAs representing 46% of the state's students



Key Takeaways

- Conservative budgeting can somewhat mitigate projected deficits mid-way through the year by fiscal year end.
 - 51% of LEAs responded they thought they would end up in a deficit midway through the year in FY 2024, and that fell to 42% by fiscal year end.
 - 63% of LEAs responded they thought they would end up in a deficit midway through the fiscal year in FY 2025 and that fell to 48% by fiscal year end
- Half way through the fiscal year, the percentage of districts in deficit in FY 2026 was 44%, down compared to FY 2025 at the same point in the fiscal year.
- Planned use of fund balance in FY 2027 remains a strategy (54.9%), but appears to be on the decline (73.8% reported planned use of fund balance 4 months prior to budget adoption in FY 2025)
- 70% of LEAs plan to reduce budgets in FY 2027

Will the District End the Fiscal Year in a Deficit



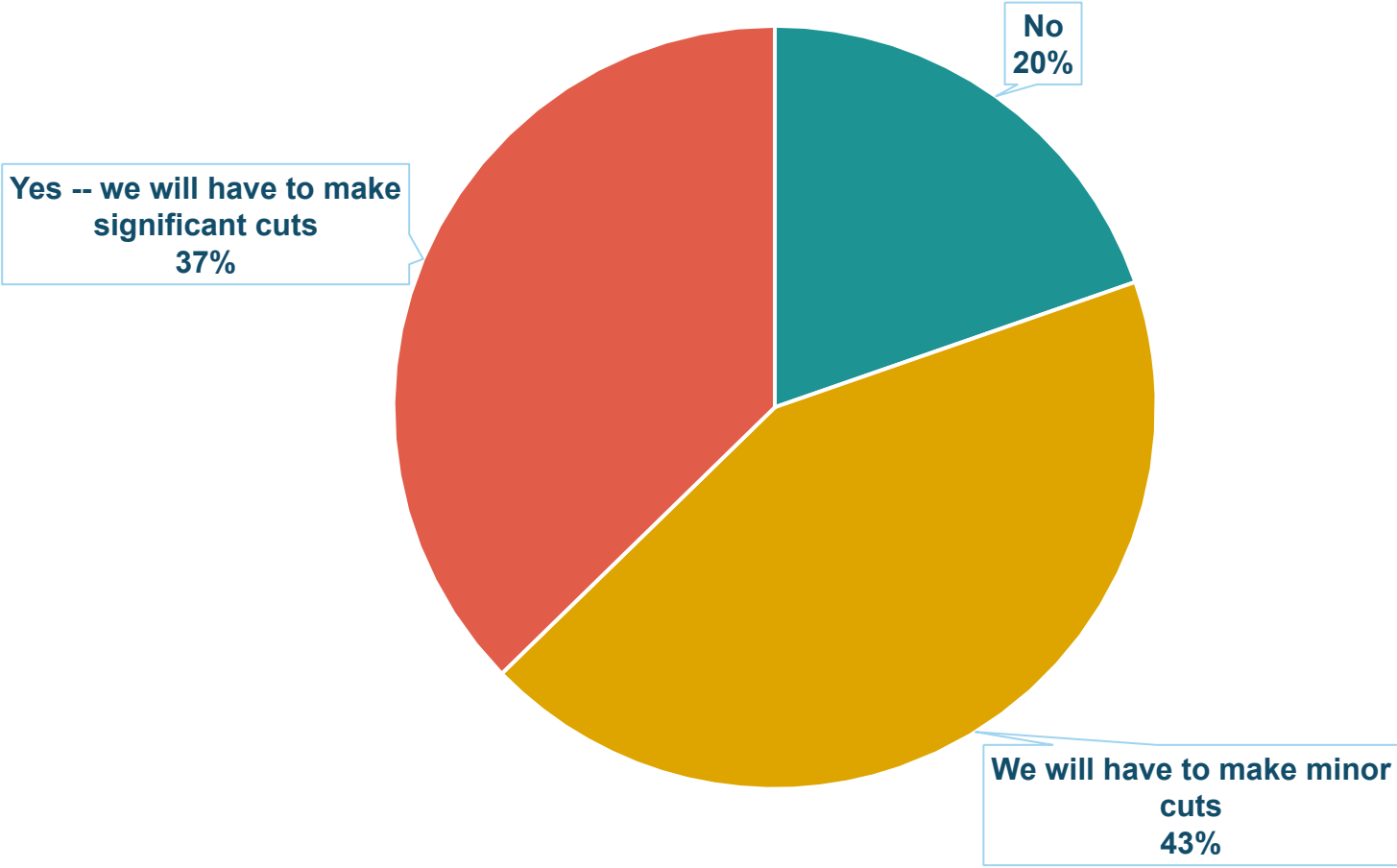
Best Guess 4+ Months from FY 2027 Budget Adoption?

	Anticipate Using Fund Balance	Do Not Anticipate Using Fund Balance	Total
Will Need to Make Budget Cuts	FY 25: 56.5% FY 26: 55.3% FY 27: 42.2%	FY 25: 16.3% FY 26: 25.5% FY 27: 27.5%	FY 25: 72.8% FY 26: 80.8% FY 27: 69.7
Will NOT Need to Make Budget Cuts	FY 25: 17.3% FY 26: 13.7% FY 27: 12.7%	FY 25: 9.9% FY 26: 5.8% FY 27: 17.6%	
Total	FY 25: 73.8% FY 26: 69.0% FY 27: 54.9%		

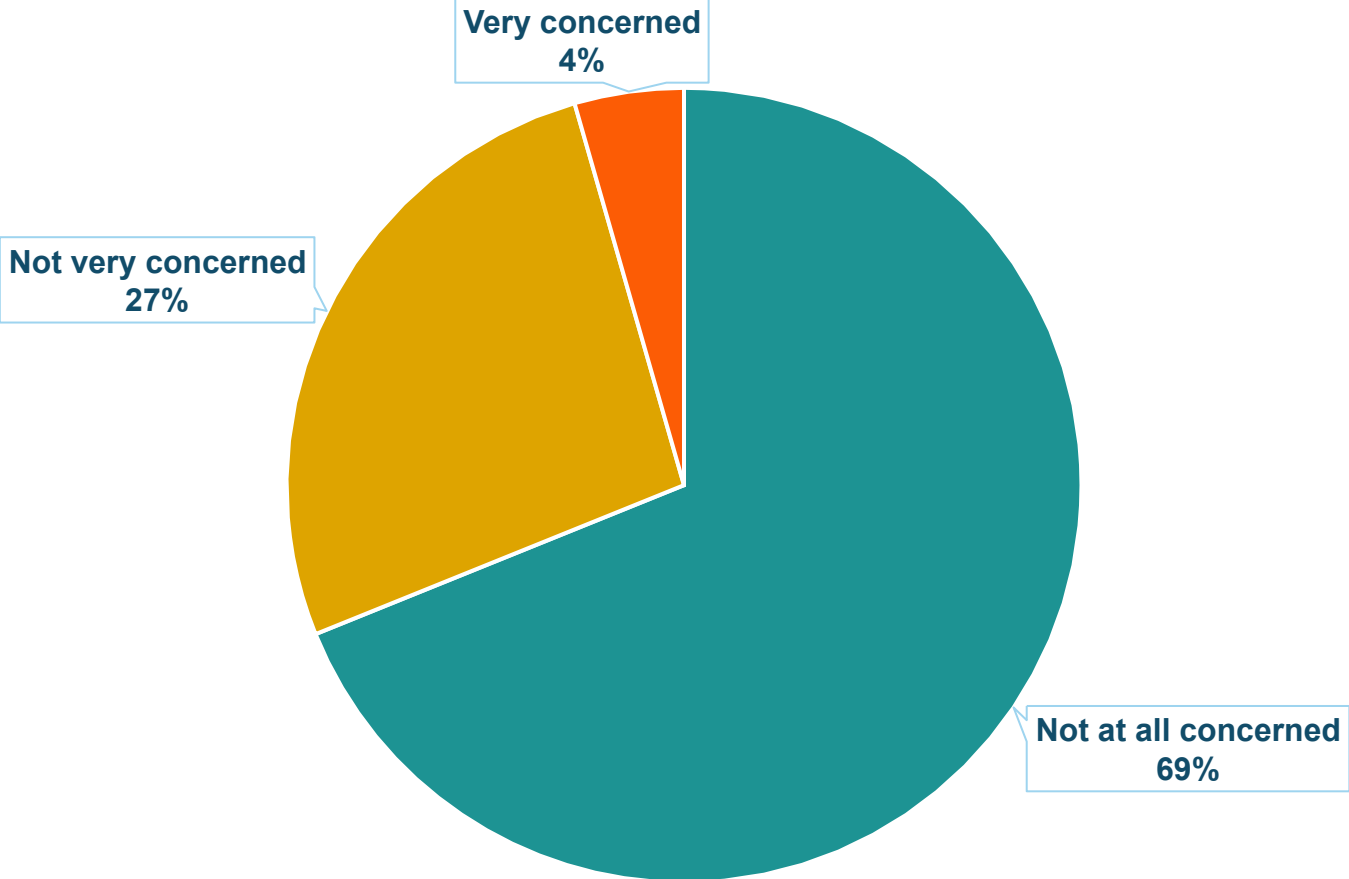
FY 2025: 73.8% reported planned use of fund balance. FY 27: 54.9% reported planned use of fund balance



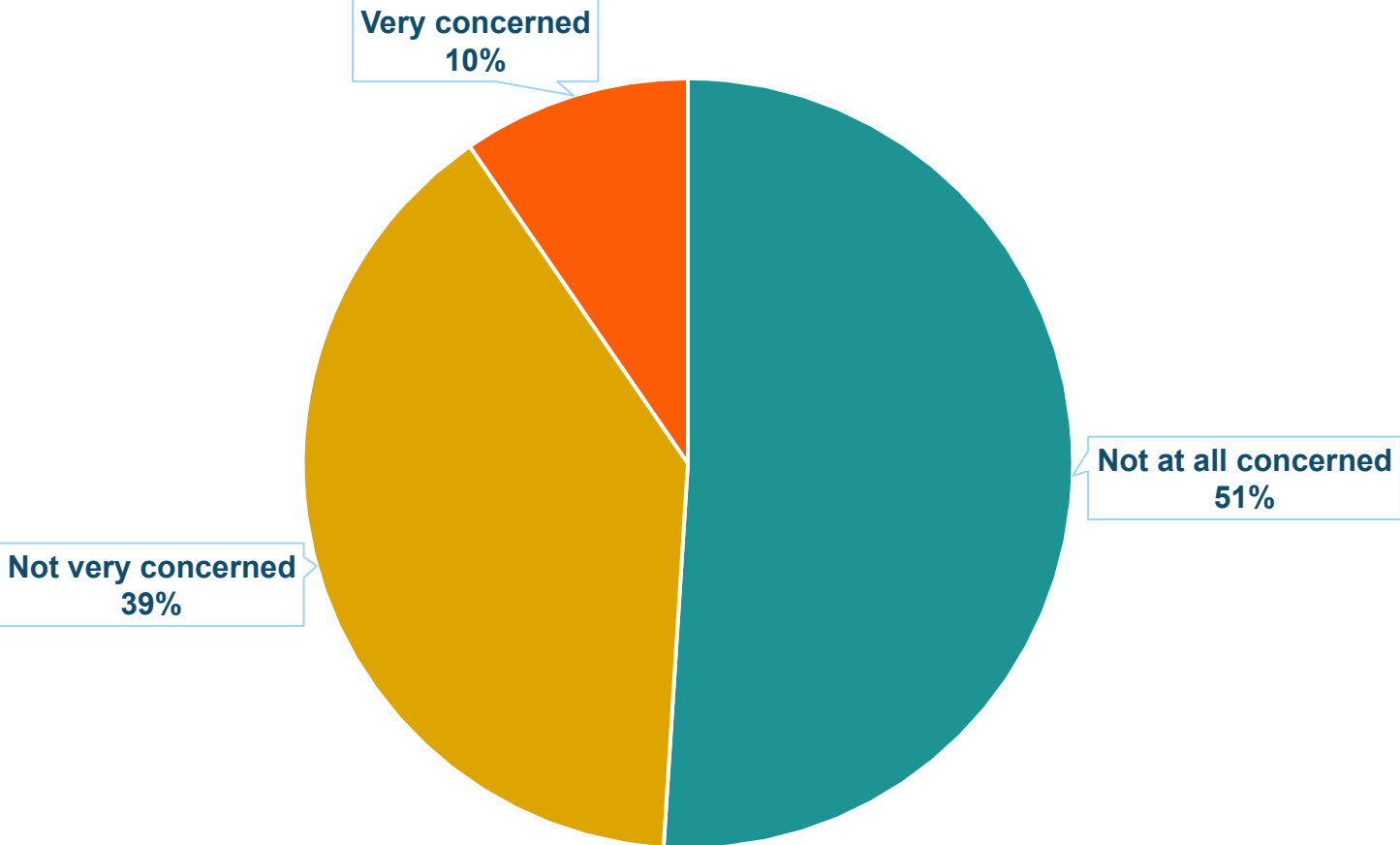
Likelihood of Significant Cuts for FY 27



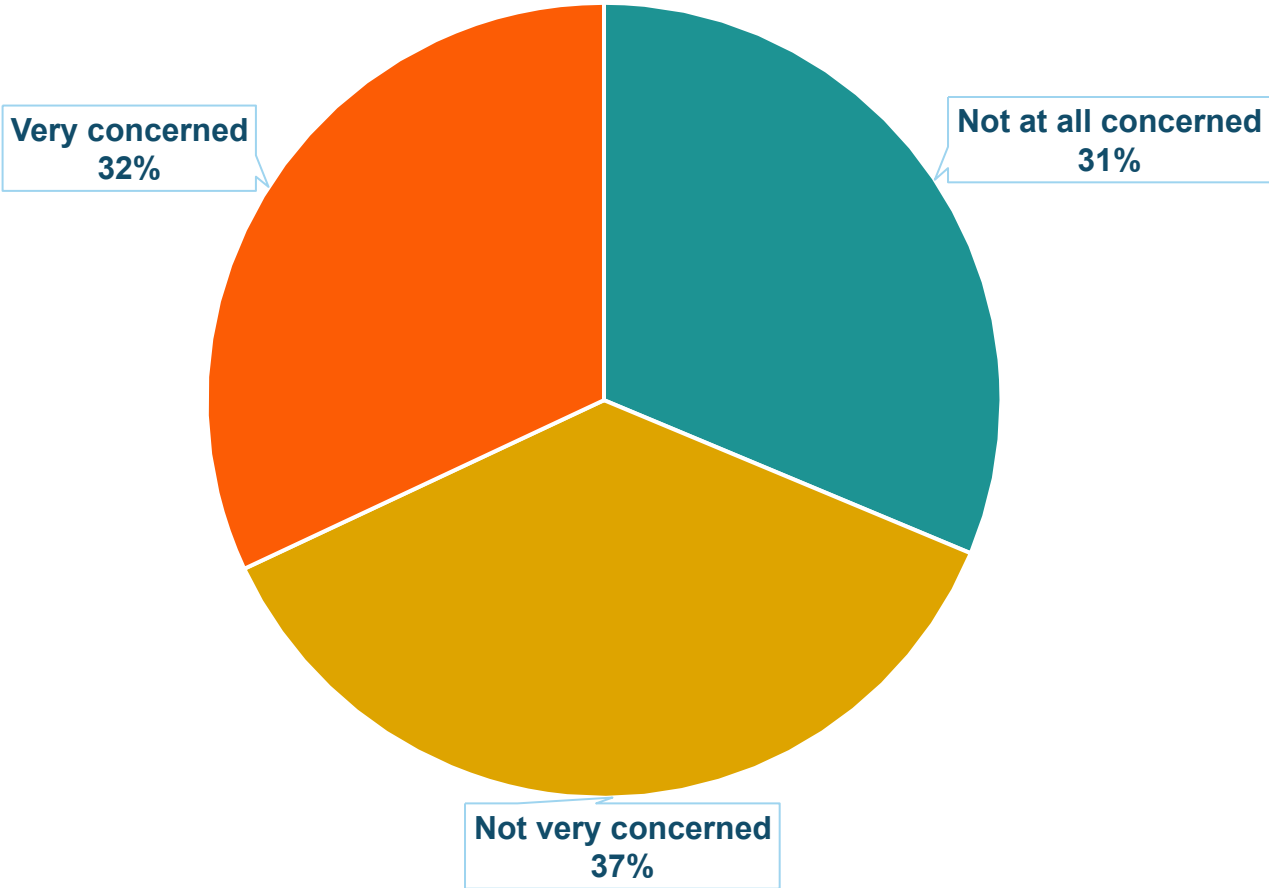
Worried About Cash Flow This Year



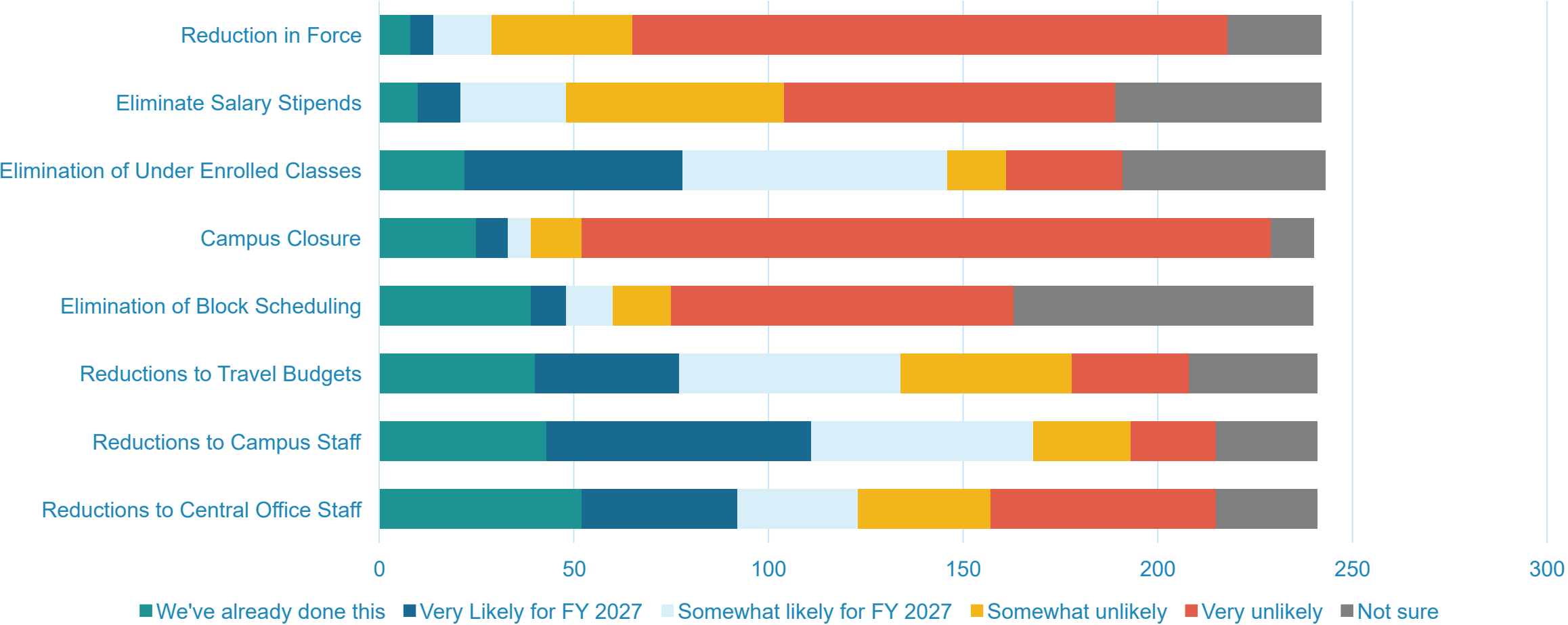
Worried About Cash Flow Next Year



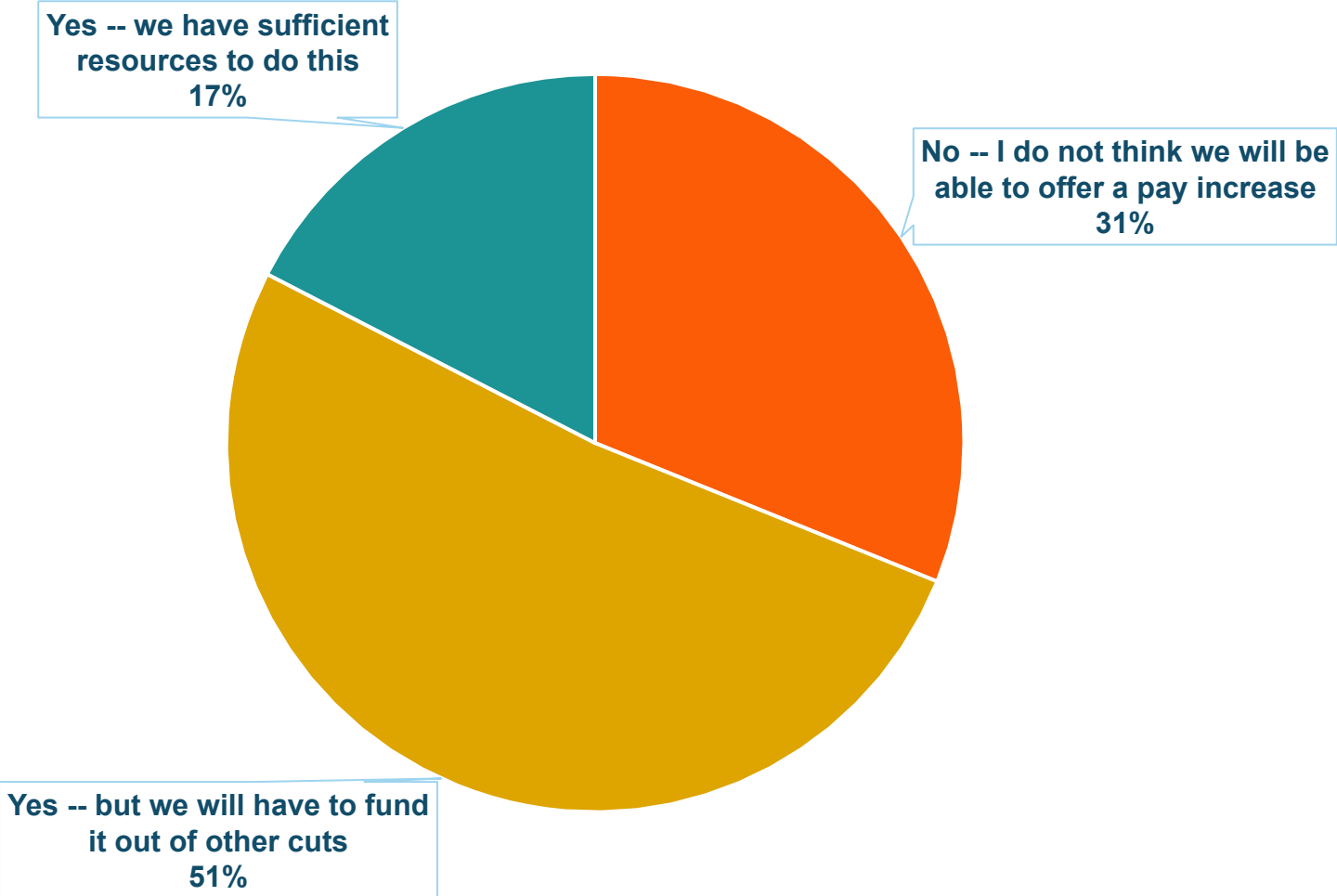
Worried About Cash Flow Next 3 Years



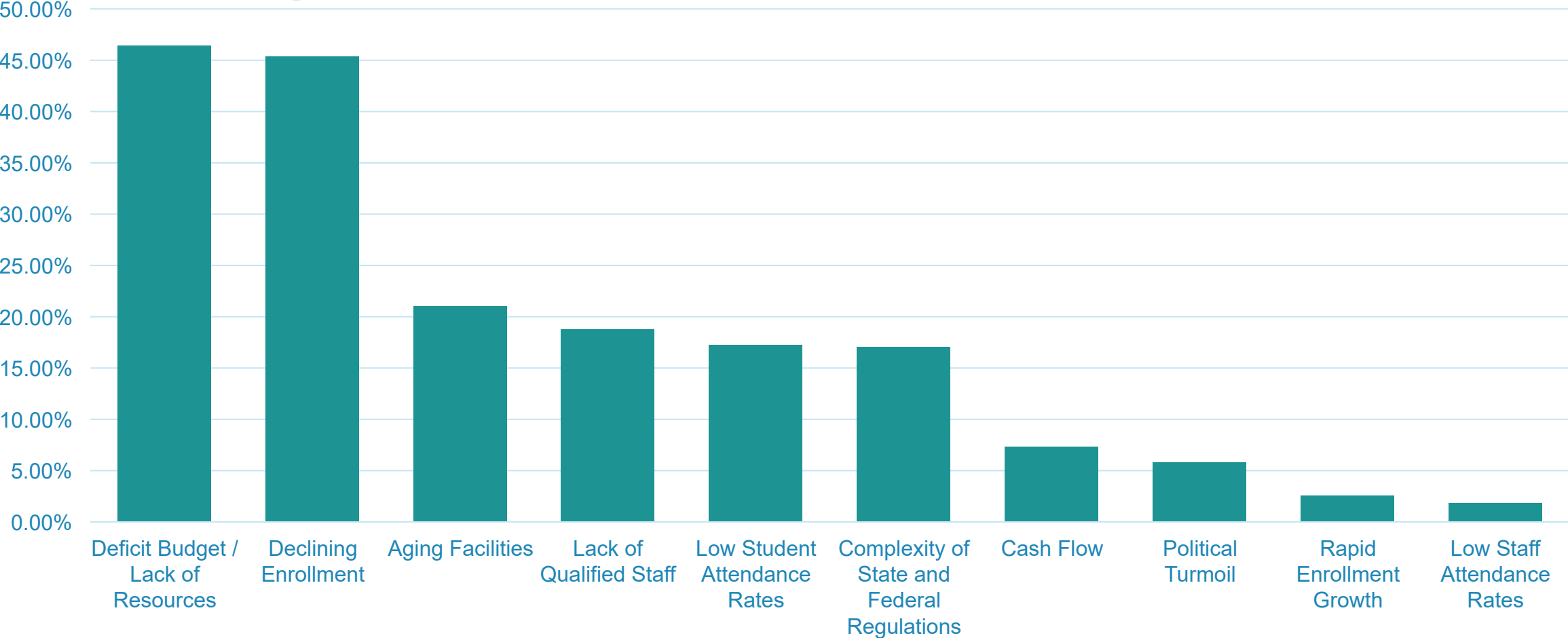
Likelihood of Specific Cuts in FY 27



Likelihood of Salary Increase in FY 27



% of Districts Reporting Item is a Top 3 Challenge



Causes of Current Budget Challenges

- Declining Enrollment
 - Challenges downsizing cost as rapidly as the formula drops revenue
- New Revenue Combined with New Programs
 - New resources were helpful, but were largely targeted toward specific reforms rather than toward deficit reduction
- Recommendations
 - Begin the budget process earlier than usual
 - Stay mindful of staffing ratios as employees leave
 - Consider new sources of revenue
- Proactive approaches can help avoid painful course corrections down the road.

Thank you for your time today!

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7.B. Wayfinder Ridership System with RFID (Radio Frequency Identification) Card Readers

7.C. Budget Development Series — Related to Budget Planning and Expenditures



Bryan Independent School District

BUDGET DEVELOPMENT SERIES

Budget Planning: Expenditures

May 4, 2026



A Toolkit for Strong Budget Discussions



A Guide to Understanding
Fundamental School
Finance Topics

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December

1 - Introduction to the plan
15 - Understanding the Basic Allotment

January

12 - Understanding Tax Rates
20 - District Revenue

February

2 - School Bonds
23 - Norma @ TASBO Conference

March

2 - No information item presented
23 - Voter Approved Tax Rate Election

April

6 - Staffing Considerations
20 - Budget Planning - Revenues

May



4 - Budget Planning - Expenditures
18 - Budget Planning Fund Balance

June

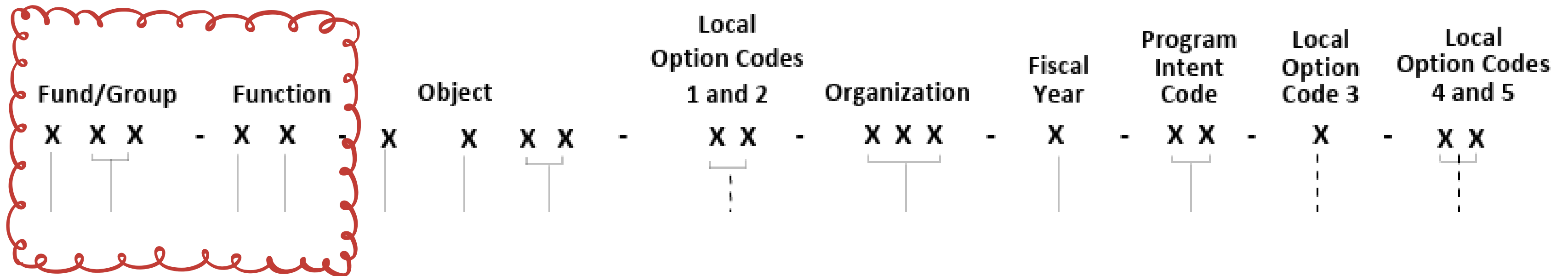
1 - Budget Communication
15 - Budget Adoption



From Plan to Purpose: Budgeting in Action



The Accounting Code Structure



The Board of Trustees adopts the budget(s) at the Fund/Function level

From Plan to Purpose: Budgeting in Action

- **199** **General Fund**
- **240** **Child Nutrition Fund**
- **599** **Debt Service**

**Fund
Codes**



From Plan to Purpose: Budgeting in Action

- **11** **Instruction**
- **12** **Library and Media**
- **13** **Professional Development**
- **21** **Instructional Leadership**
- **23** **Campus Leadership**
- **31** **Counseling**
- **33** **Student Health Services**
- **34** **Transportation**
- **36** **Extra Curricular**
- **41** **General Administration**

**Function
Code
Examples**



From Plan to Purpose: Budgeting in Action

- **6100** **Payroll**
- **6200** **Contracted Services**
- **6300** **General Supplies**
- **6400** **Other Operating**
- **6500** **Debt Service**
- **6600** **Capital Outlay**

**Object
Codes**

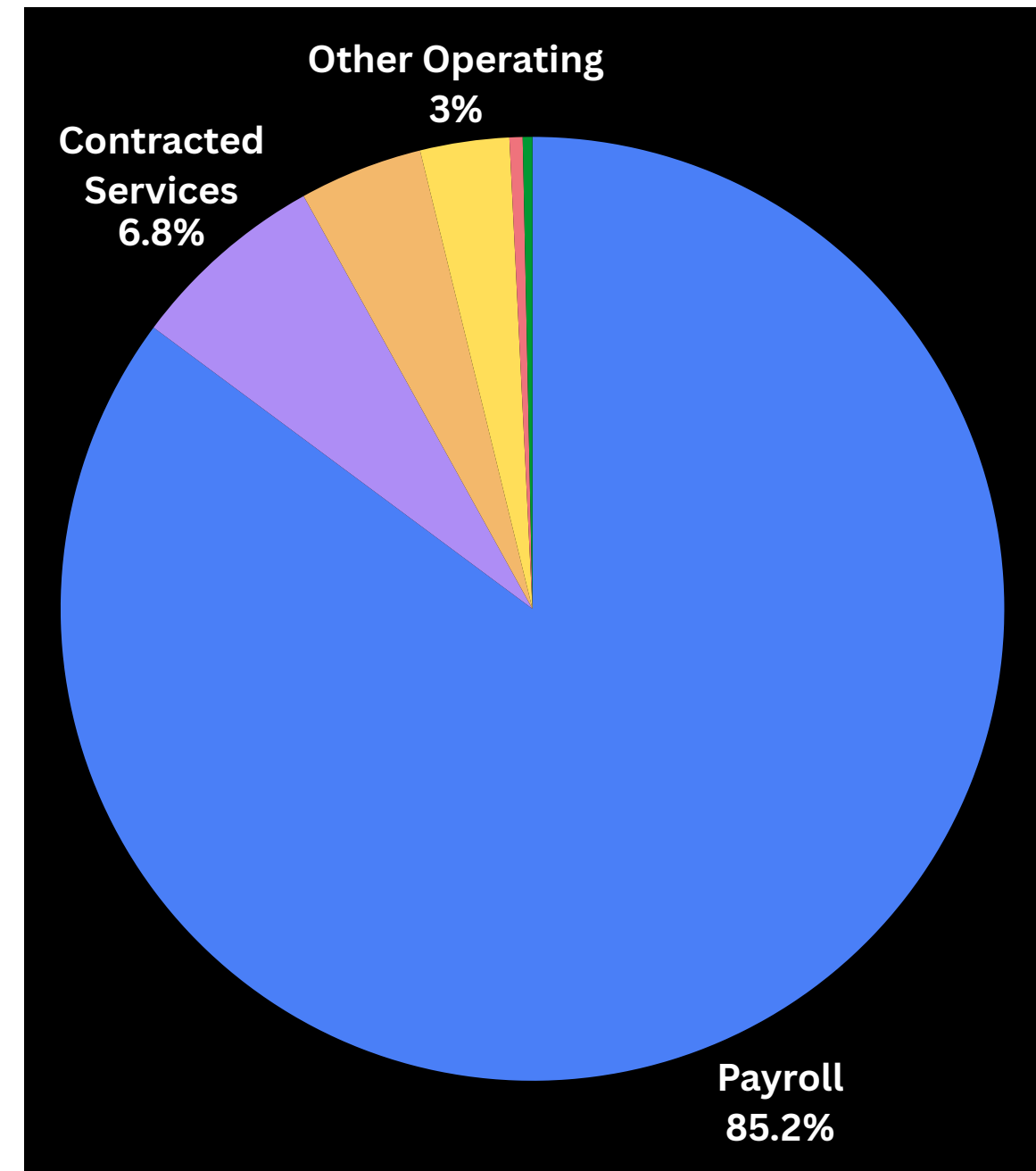
Non-Payroll



General Fund: Expenditures

By Object

• Payroll	85.17%
• Contracted Services	6.78%
• General Supplies	4.23%
• Other Operating	3.05%
• Debt Service	0.45%
• Capital Outlay	0.33%



Expenditures: The Big Picture

Payroll

- Positions
- Stipends
- Extra Duty Pay
- Overtime, Comp Time
- All other supplemental pay

85%

Non-Payroll

- Campus Budgets
- Department Budgets
- Instructional Programs
- District Allocations

15%

Expenditures: Non-Payroll

Campus

- High Schools
- Middle Schools
- Intermediate Schools
- Elementary Schools

Departments

- Assessment/Accountability
- Athletics
- Community Affairs
- Counseling
- Data Services
- Deputy Superintendent
- Fine Arts
- General Administration
- Human Resources
- Library Services
- Maint. & Operations
- School Board
- Special Programs
- Superintendent
- Teaching & Learning
- Technology
- Transportation

Instructional Programs

- Advanced Academics
- Gifted & Talented
- Pre-K
- Summer School
- Career & Technical
- Bilingual
- Dyslexia
- State Compensatory Ed.
- Special Education
- Ambassadors
- Textbooks
- Deaf Ed

District Allocations

- Utilities
- Security Services
- Nursing Services
- Tax Office
- ESS (Sub Services)
- Property Liability
 - Other Insurances
- Legal
- SECO (Leases)
- UIL
- Workers Comp
- Debt Service

Campus Budget Example

2026-2027 Budget Worksheet Template									
CAMPUS	Jones Elementary	Computer Damage Costs		846					
Projected Enrollment:	611								
Budget Allocation	63,483								
		2025-26				2026-27			
Account Number	Account Description	Original Budget	Encumbrances	YTD Spend	Dec 25 Ending Balance	Amount	Priority	Proposed Use of Funds	
Instructional									
199 E 11 6118 00 115 0 11 0 01	JONES INSTR SUPPL PAY	0	0	0	0				
199 E 11 6121 00 115 0 99 0 01	JONES INSTR EXTRA DUTY/OVERTIME PAY	0	0	0	0				
199 E 11 6125 00 115 0 11 0 01	JONES INSTR PART TIME EMPLOYEE	0	0	0	0				
199 E 11 6249 00 115 0 11 0 01	JONES INSTR CONTR MAINT AND REPAIR	0	0	0	0				
199 E 11 6269 00 115 0 11 0 01	JONES INSTR RENTALS/LEASES - COPIER	18,864	9,342	9,342	1,180	18,684			
199 E 11 6296 00 115 0 11 0 01	JONES INSTR CONTRACT PRINTING	3,000	0	1,079	1,921	2,500			
199 E 11 6299 00 115 0 11 0 01	JONES INSTR CONTR SERVICES	800	0	318	483	800			
199 E 11 6397 01 115 0 11 0 01	JONES INSTR 1ST GR SUPPLIES	250	0	338	162	500			
199 E 11 6397 02 115 0 11 0 01	JONES INSTR 2ND GR SUPPLIES	300	0	75	425	500			
199 E 11 6397 03 115 0 11 0 01	JONES INSTR 3RD GR SUPPLIES	500	0	0	500	500			
199 E 11 6397 04 115 0 11 0 01	JONES INSTR 4TH GR SUPPLIES	500	0	306	194	500			
199 E 11 6397 0K 115 0 11 0 01	JONES INSTR KIND SUPPLIES	250	0	306	194	500			
199 E 11 6398 00 115 0 11 0 01	JONES INSTR PRINTING	8,500	0	2,959	6,541	6,000			
199 E 11 6399 00 115 0 11 0 01	JONES INSTR GENL SUPPLIES	17,000	1,799	2,602	12,849	14,250			
199 E 11 6399 21 115 0 11 0 01	JONES INSTR ART SUPPLIES	200	0	0	200	200			
199 E 11 6399 24 115 0 11 0 01	JONES INSTR PE SUPPLIES	500	0	144	356	500			



Mandatory - Required by law

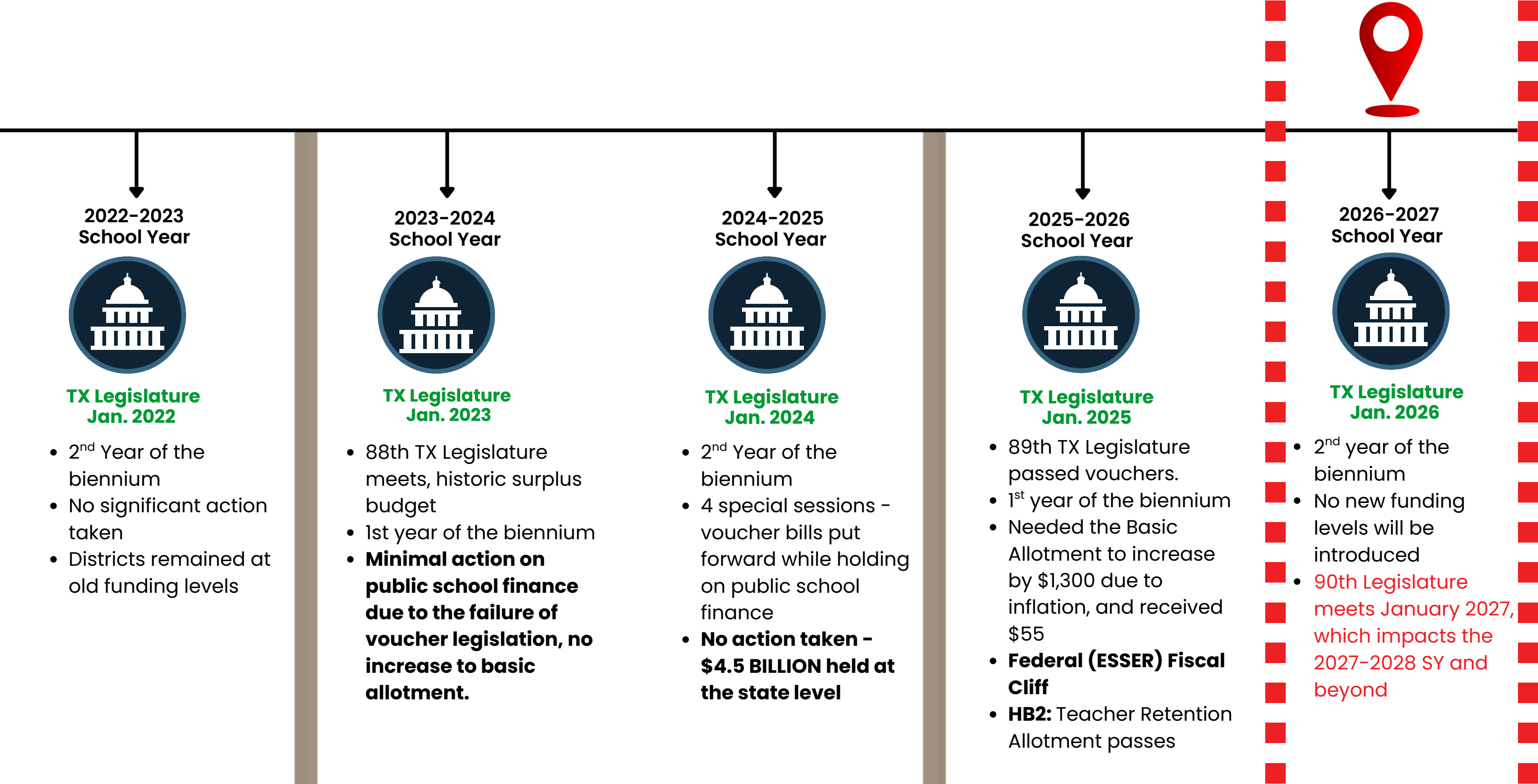
Critical - Removal would result in a disruption of services, compliance, or safety

High - Operation can continue without it, but with diminished effectiveness

Moderate - Does not directly impact students, staff, or district

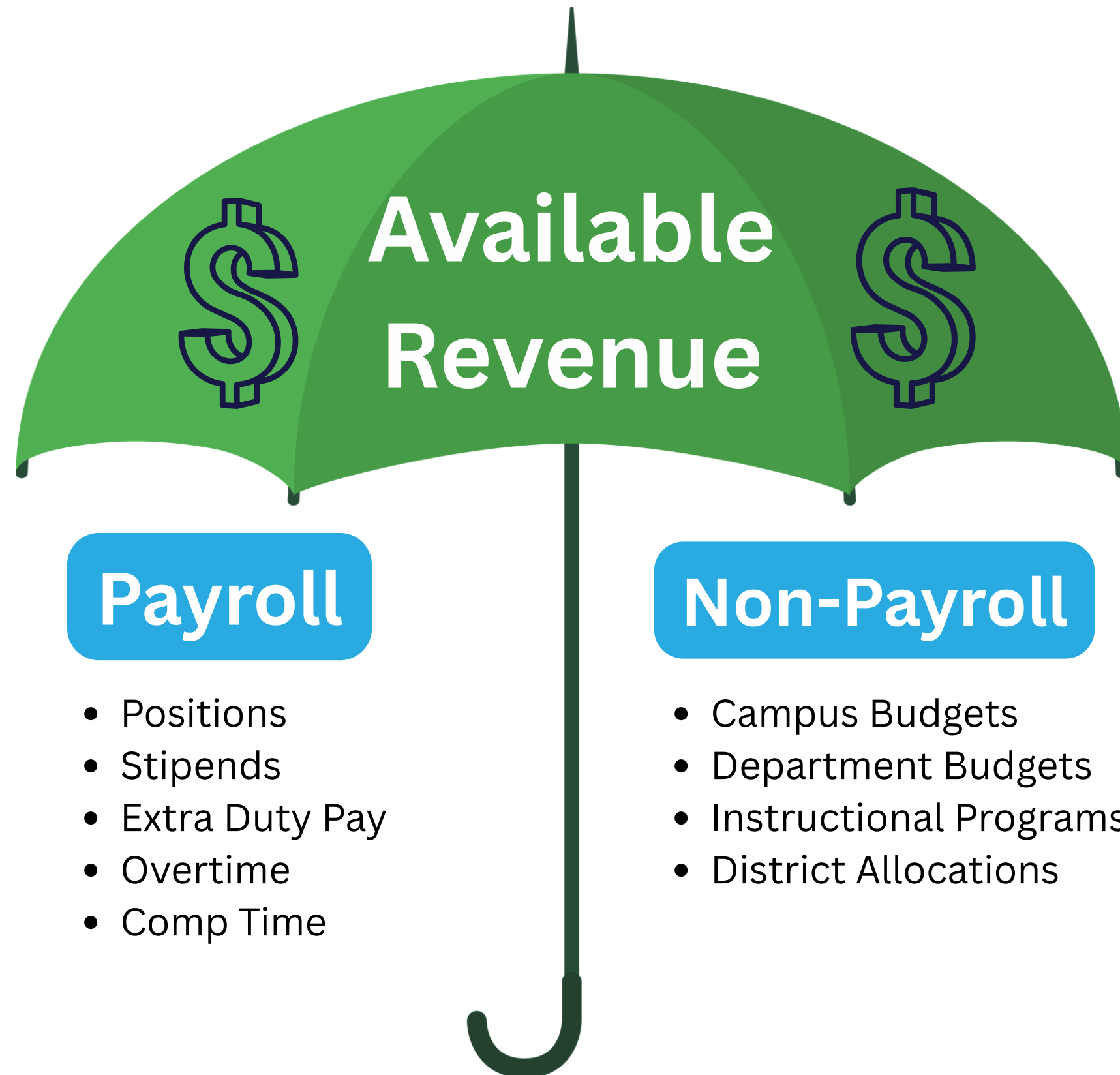
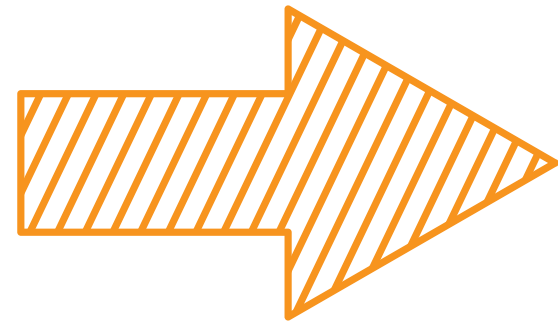
Low - Can be deferred or reconsidered in future budget cycles

So what does all this mean for Bryan ISD?



Budget: The Big Picture

- **Average Daily Attendance**



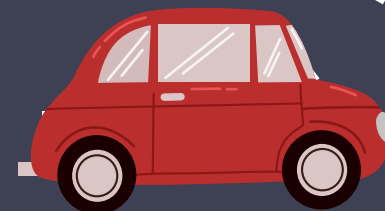


Staffing
Considerations

Budget Planning
Expenditures

Budget Planning
Revenues

Budget Planning
Fund Balance



QUESTIONS



7.D. Update on the Exploration of Flexible Learning Options




Exploration of Flexible Learning Options

May 4, 2026



Information in this presentation is subject to change as TEA rulemaking is ongoing.

Continued Exploration

2009	TX Virtual School Network
2010	Flex High School Program
2020	COVID - Schoology
2021	 The logo for Bryan ISD Virtual Academy features a shield with a graduation cap and the text 'A K-6 ONLINE SCHOOL' above it. To the right, the text 'BRYAN ISD' is written in a large, bold font, with 'VIRTUAL ACADEMY' in a smaller font below it, separated by a horizontal line.
2025	Virtual & Hybrid Learning Exploration, Flexible School

Key Components

 Student & Parent Engagement

 Technological Advancement

 Online Pedagogy

 Legislative Landscape





Legislative Update

2021: The 87th Legislature passed SB 15 Virtual Instruction

- Allowed districts to operate and receive funding for virtual instruction programs through the 2022-2023 school year.
- Limited enrollment to 10% of the district's total enrollment.
- Teachers cannot provide simultaneous instruction to virtual and on-campus learners.

2023: The 88th Legislature - no changes

2025: The 89th Legislature passed SB 569

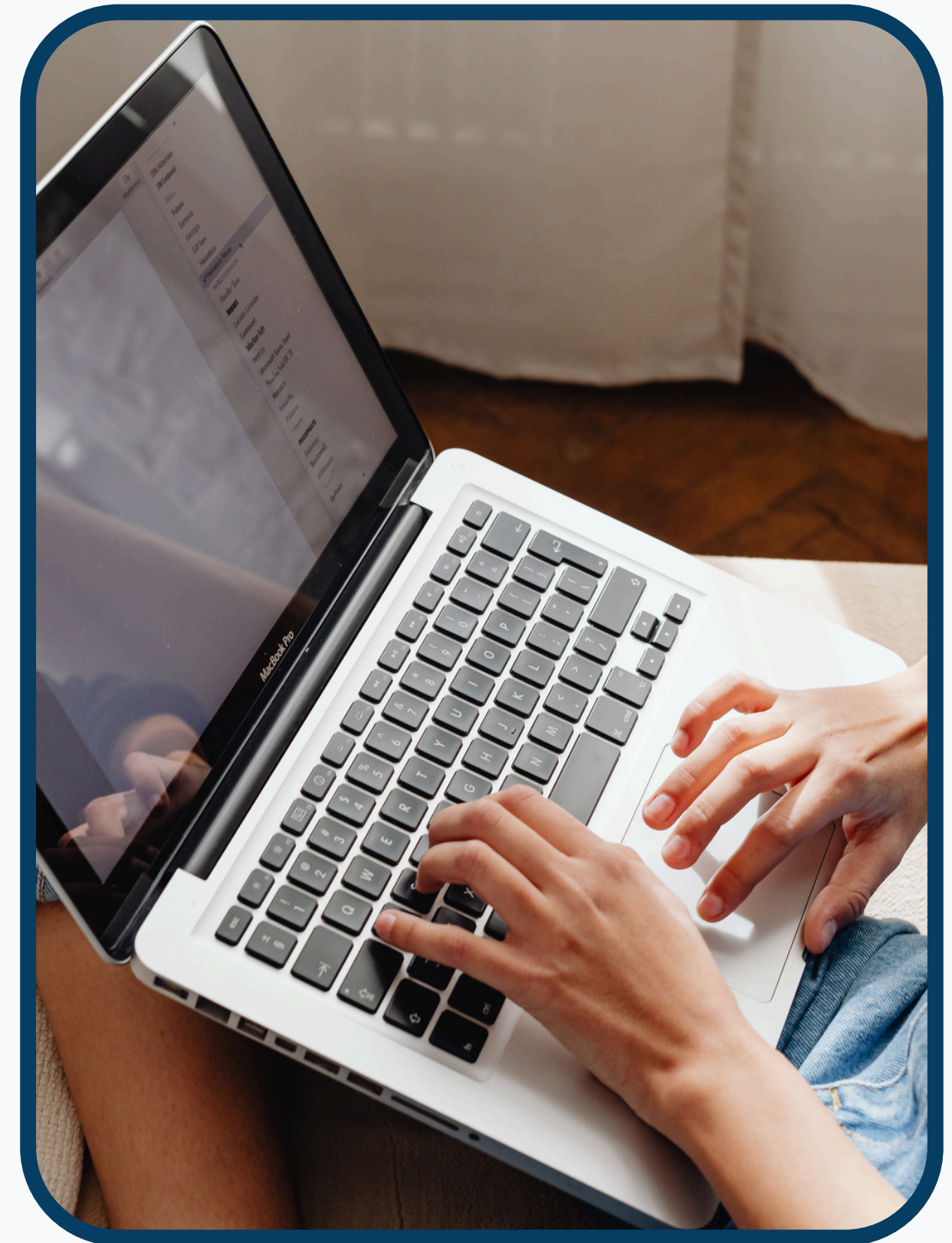
- A more unified structure for virtual and hybrid learning
- Expands to include access to Advanced Placement and Dual Credit offerings
- Teachers must have training and agree to teach online
- **Can be integrated into current school systems**, or request authorization for a new campus

TEA Guidance on SB 569

School systems are permitted to offer full-time virtual or hybrid programs under Chapter 30B without the requirement of establishing a separate campus. **Virtual and hybrid programs operating within existing campuses may do so without additional authorization from the agency** if enrollment in these programs **constitutes less than 50% of the total students enrolled at the campus**. A district or charter school-approved instructional plan and clearly defined policies to inform implementation are recommended for effective program operation.

WHY CONSIDER VIRTUAL LEARNING?

- **Expand access & increase flexibility**
- **Recruit students living in the district who are not currently enrolled**
 - **Opportunity to consider expansion to out-of-district students to enroll in the Virtual Academy**
- **Retain and re-engage students who may want a non-traditional setting or experience**
- **Positions the district to deliver innovative, future-ready education while ensuring all students have a pathway to success**



STAKEHOLDER FEEDBACK

- Community Survey - Fall 2025
 - Approximately 700 responses
- District Leadership Team
- Teaching and Learning Department
- Campus Administration
- Strategic Planning Committee for Academics
- Strategic Planning Committee for Operations
- Parent Leadership Team



SURVEY FEEDBACK

"We're hoping to offer relief of social pressure to our children in middle & high school. We are already strongly considering K12 online as an option for our current 5th grader after she completes 6th grade. We're currently only still in public school because of the dual language program. My husband and I both work from home so online schooling makes sense for our children after 6th grade. We're very interested in a hybrid or fully online program that would still allow for dual credit."

"More flexibility to learn and travel. More time to take care of her horses and participate in events. Ability to be more self paced and possibly get through with school sooner each day."

"More opportunities to get course work completed. He also is a professional actor and has to miss in person classes for chunks of time and this would be an option for him to stay successful and participate in UIL activities which he excels at. He is a straight A student and we would love for him to not have to unenroll and homeschool everytime he is on a set."

"I hope my students gain a better balance between school hours and extracurricular activities. One of my students is a competitive gymnast, so I hope she will have the ability to commit more hours to her sport if she wishes without sacrificing her education."

"More free time outside of school to do other activities/family time. Livestock, church, sports. We live 30 miles from the school so getting there everyday is a challenge in itself."

"Both of our students have a myriad of health concerns that stop us from being comfortable with them being in a school 100% of each school day. We want to do more than homeschool on our own, but we do not want to fully commit to 100% school day attendance every day."

"I travel for work... My kids have no difficulty in their academics, they can keep up with make-up work and their lives are enriched by international travel. I would like to see a hybrid model that allows students to gain the social benefits of learning in a traditional school, but the flexibility to take that work with them when we cannot be present physically."

VIRTUAL SCHOOL ELIGIBILITY



Passing all courses (at least 70%)



Previously passed EOC/STAAR or equivalent (MAP, Iowa, etc)



Must participate in-person for mandatory state and district testing

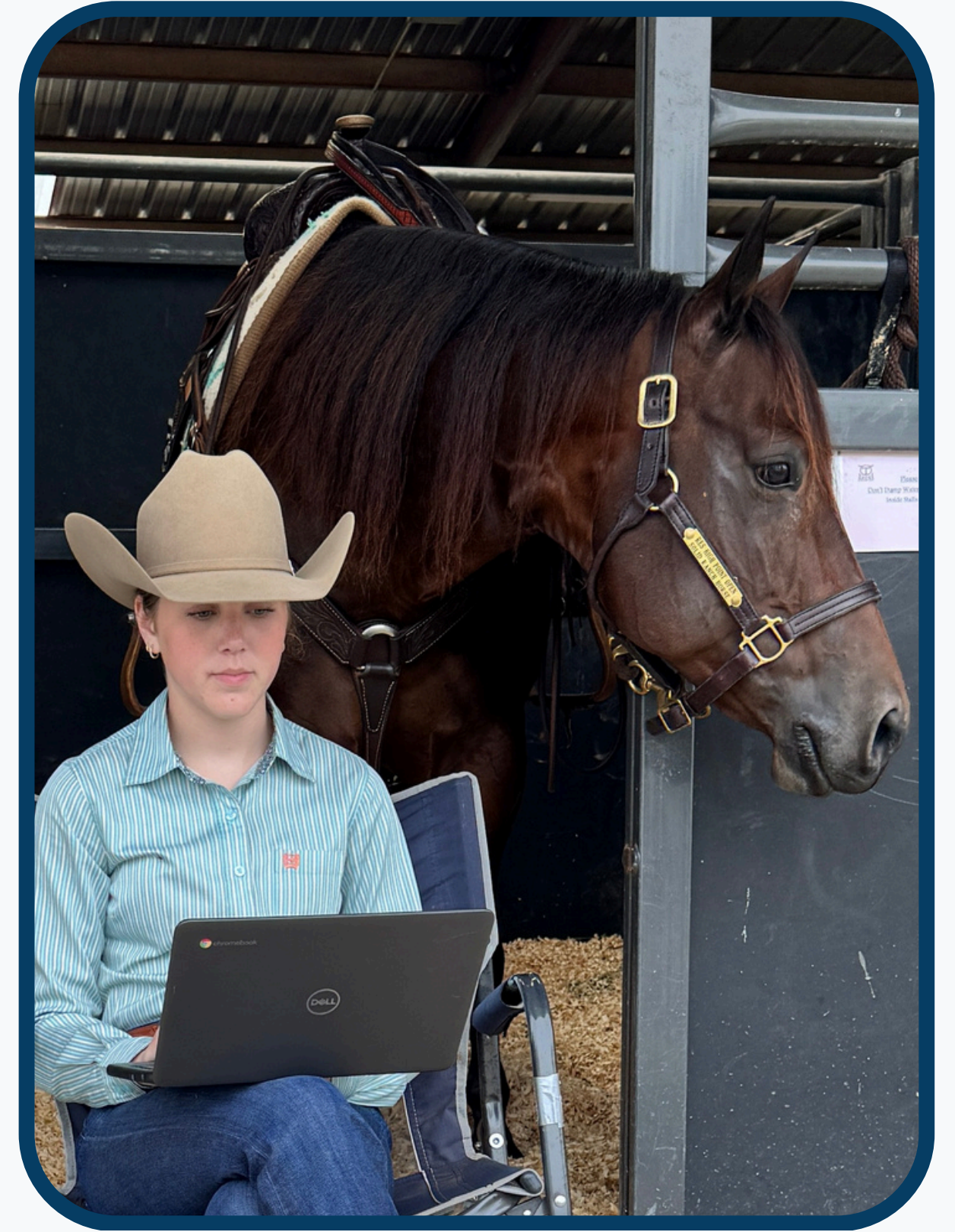
**If your student does not meet these guidelines, an opportunity to provide extenuating circumstances and additional information will be provided. All students must agree to engage in virtual learning in accordance with district and state guidelines.*



PROGRAM OPTIONS

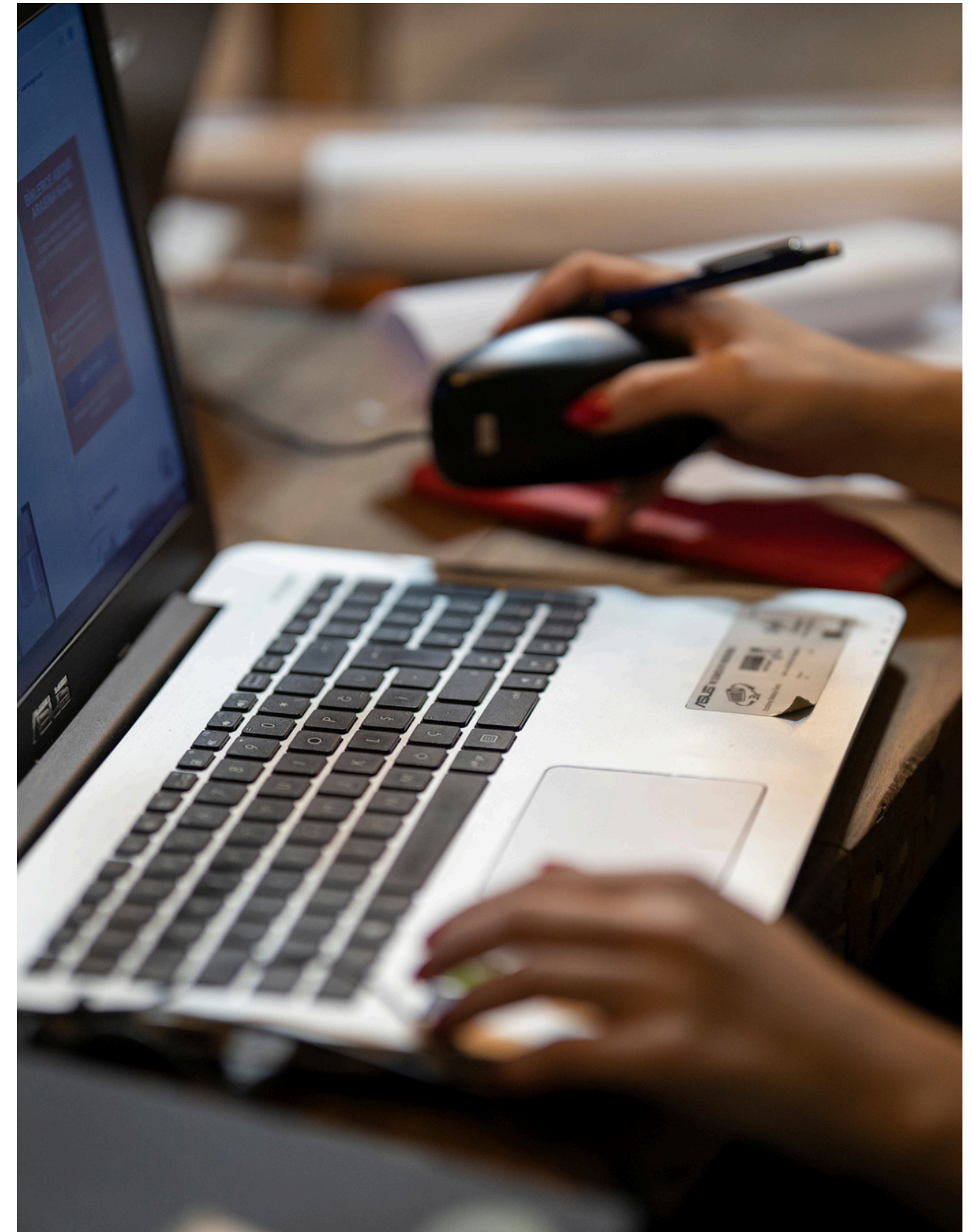
- Grades 3-6
 - Full-time Virtual School, 100% online instruction
 - Asynchronous learning with synchronous (live) instructional support
- Grades 7-12
 - Full-time Virtual School or Hybrid Virtual School
 - Hybrid: on-campus participation for:
 - Fine arts Electives (e.g., band, theater, visual arts)
 - Athletics Periods
 - CTE Electives requiring labs or hands-on performance
 - Defined expectations for attendance and performance in both settings

Both would have access to after-school campus activities and family events.



ACADEMIC READINESS

- Designed as a rigorous college-and-career pathway for independent learners.
- Students will be reviewed based on previous academic records, including grades and STAAR performance.
 - If not previously enrolled, then the student would take an assessment to determine proficiencies or another substitute assessment.
- Students who need specialized services would be reviewed on a case-by-case basis.
- *If your student does not meet these guidelines, an opportunity to provide extenuating circumstances and additional information will be provided. All students must agree to engage in virtual learning in accordance with district and state guidelines.



STUDENT & FAMILY READINESS

- District provided laptop
- Access to high-speed internet
- Self-management
- Strong attendance, daily engagement required
- Dedicated workspace for learning
- Strong parental support
- Required assessments - fall and spring benchmarks and state assessments



CTE PATHWAYS

Full-Time Virtual CTE Pathways

2026-2027

- Computer Science
- Business Management
- Multiple course options for level 1 and level 2
 - Health Science (theory only)
 - Graphic Design
 - Entrepreneurship
 - Law

2027-2028 and Beyond

- Business, Marketing & Finance (Entrepreneurship)
- Information Technology (Programming, Cybersecurity)
- Arts, A/V Technology & Communications (Graphic Design)
- Education & Training
- Animal Science
- Level 1 and Level 2 courses in everything but Welding, Automotive, Construction, and Cosmetology/Barbering



Hybrid Virtual CTE Pathways at CTEC, RHS & BHS

- Welding
- Automotive
- Construction
- Cosmetology/Barbering
- Industrial Engineering & Robotics (CTEC)
- Culinary
- Health Science
- Agriculture
- etc.

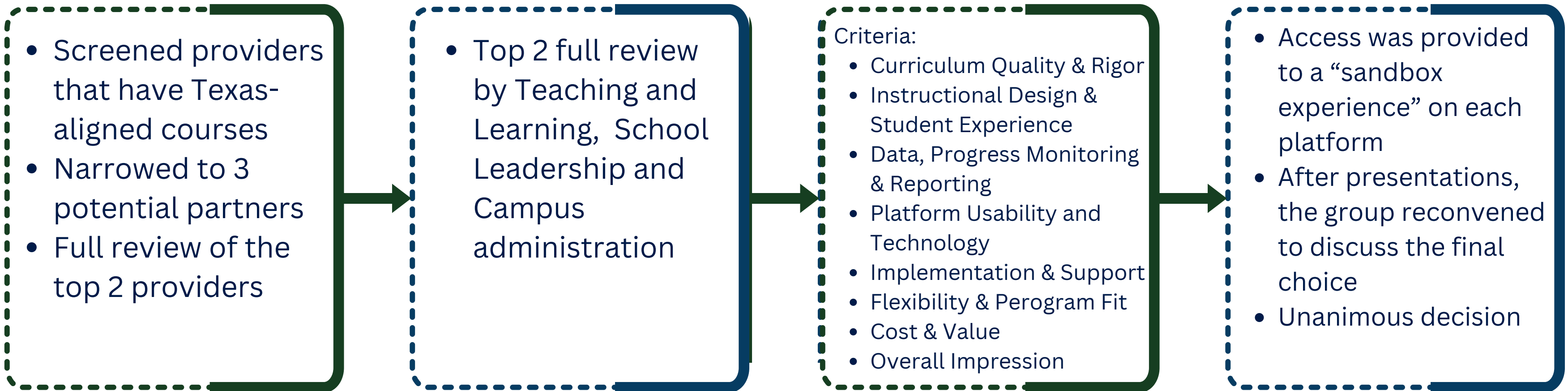


EXTRACURRICULAR PARTICIPATION

- Clubs: Robotics, Student Ambassadors, Chess, Art, varies by campus
- Dances, Sporting Events, Family Engagement, etc
- UIL Athletics, Academics & Fine Arts
 - Bryan ISD (zoned) students remain UIL eligible through their home campus; UIL allows virtual/hybrid students to participate at their school of residence, as long as eligibility requirements are met.
 - FDA (Local): pending Board consideration



PARTNER SELECTION PROCESS





PARTNER CREDENTIALS

Connections Education LLC

- Connections partners with charter schools, school districts, state entities, and non-profits and currently serves over 110,000 students through full-time virtual education in 31 states.
- In Texas,
 - TxVSN partner since 2013
 - Houston ISD - Texas Connections Academy with 10,000+ students
 - Alief ISD, Crowley ISD, Smithville ISD, Reagan ISD, Midway ISD, LaVega ISD
- Connections Education provides TX Certified Teachers specifically trained for a virtual environment, tech fluency, feedback and communication, and instruction in a virtual setting
 - Option to transition to Bryan ISD teachers in the future if there is interest

STUDENT EXPERIENCE

Asynchronous Courses

- Robust Course Offerings
- On Grade Level Courses
- Advanced Courses
- Advanced Placement (College Board Approved)
- CTE/Electives
- World Languages
- NCAA-Approved Courses
- Blinn Dual Credit

Synchronous (Live) Instructional Support

- **Grades 3-12**
 - Weekly Live Synchronous Classes/Live Lessons
 - Targeted Small Group Intervention Sessions
 - Teacher Time Sessions: Offered a minimum of three hours per week per course for students to drop in individually or work in small groups with their teacher
 - Student/Teacher 1:1 office hours
- **Grades 3-5**
 - Homeroom Huddle and DISH (Drop In and Say Hi)
- **Grades 6-12**
 - Advisory Teacher for Full-Time Students



SUPPORTING STUDENTS

Connections Learning Progress Monitoring

Students identified as needing additional academic support based on grades, participation, or progress may receive a phone call or email every 1–2 weeks with helpful tips, resources, and invitations to meet with staff. Parent access to grades and teacher communication.

Students who continue to need support for several weeks will receive a personalized success plan that may include:

- Relearning opportunities
- Teacher support time
- LiveLesson instructional sessions
- Targeted check-ins
- Progress monitoring

Bryan ISD Progress Monitoring

Weekly monitoring & parent communication as needed

- Attendance
- Course progression

Tutoring/Interventions

- Offered in-person based on student need

Progress Reports & Reports Cards

- Skyward Parent Portal

Counseling Services, Go Center, etc.

Students may be required to return to in-person learning, if virtual instruction is not a good fit for them.

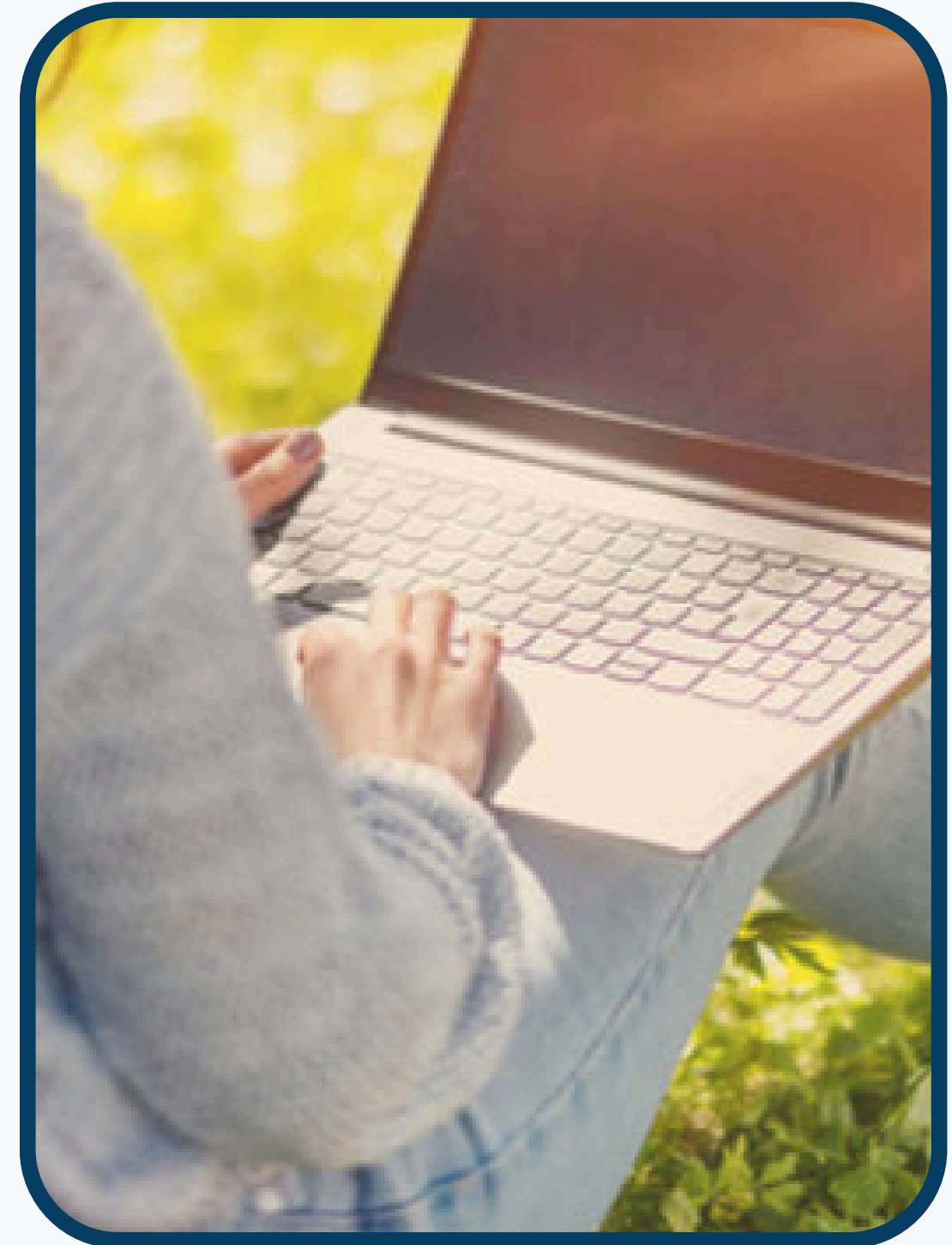


FAMILY ENGAGEMENT

Access to all Bryan ISD Family Engagement Activities & Events

Online Partnership with Parents

- Parent Observer role allows parents/guardians to monitor student progress, grades, attendance, and activity. Observers can view course content, upcoming to-do lists, and teacher communication without directly interacting in the course.
- Gradebook Access: Track grades, badges, and objective mastery
- Progress Monitoring: Review student activity and attendance
- Daily Focus: View announcements, to-do lists, and course content
- Access WebMail and message boards to connect with teachers
- Family Orientation
 - Beginning-of-year orientation provided in partnership with the district that walks parents and students through the platform, how to use it, and how to get assistance. Also connecting them to campus and district resources.



FREE TO STUDENTS

District Cost:

- Basic Allotment for Texas students is \$6,215 per year with 100% attendance.
- Virtual Partnership Costs: The Full-Time Student Seat with Certified Online Teacher license is an academic-year license that allows one student to enroll in up to eight (8) courses. Cost is \$2,889/student.
- Many other options to meet future needs:
 - Single course seat
 - Semester Full-time Virtual
 - Semester Single course
 - Remediation courses
 - Summer courses
 - Custom content (we design a course on their platform)
 - BISD teachers trained to use the Connections Platform



APPLY NOW!

- Informational Sessions*
 - Virtual
 - May 13 - 12:00 pm on Zoom
 - May 19 - 12:00 pm on Zoom
 - In-Person
 - May 13 - 5:30 pm @ BISD Board Room
 - May 19 - 5:30 pm @ BISD Board Room
- *More sessions may be added. Zoom session will be recorded.
- District Website for the Virtual Academy
 - Early Enrollment Deadline:
 - Enroll now through August 10, 2026
 - Extended Enrollment Consideration:
 - Students will be reviewed on an ongoing basis

BEGINNING AUGUST 2026

Bryan ISD

Virtual Academy

College and Career Ready



LEARN WHERE YOU ARE.

Bryan ISD Virtual Academy is a new program in Bryan ISD. This **tuition-free** virtual academy offers a rigorous online education for 3rd-12th grade students who thrive in a non-traditional setting.

While learning virtually, students can take advanced academic classes and remain connected to the full district experience through extracurriculars like:

- ✓ Student Organizations
- ✓ Athletics
- ✓ CTE
- ✓ Fine Arts

Questions? FAQ Here:



Apply Now!

LIMITED SPOTS AVAILABLE!



NEXT STEPS

- Consideration of a virtual program partnership provider that meets the needs of the district and the students
 - Requires Board Approval if over \$50,000
- Consideration of updates to FDA (Local) to allow program-specific out-of-district transfers
 - Requires Board Approval
- Publish program procedures, requirements, etc.
- Launch the communication and marketing campaign
- Informational sessions for families





Exploration of Flexible Learning Options

May 4, 2026



Information in this presentation is subject to change as TEA rulemaking is ongoing.

8. Consent Agenda

8.A. Consider approval of the meeting minutes for April 20th, 2026

8.B. Consider a Memorandum of Understanding with Sam Houston State University for the Grow Your Own Program Allotment

ADDENDUM TO MEMORANDUM OF UNDERSTANDING (MOU) FOR PREP GROW YOUR OWN 2026-2027 Between

Sam Houston State University & Bryan ISD

This document constitutes an Addendum (the Addendum) to the Memorandum of Understanding (MOU) whose effective date is February 23, 2026, between **SAM HOUSTON STATE UNIVERSITY**, an agency authorized under the laws of the State of Texas, and member institution of the Texas State University System (TSUS), through its College of Education at Sam Houston State University (SHSUCOE), and Bryan Independent School District, (hereinafter Bryan ISD or the District. Individually, Bryan ISD and SHSUCOE may be referred to as Party, and collectively as Parties.

A. Purpose

- To supplement the terms of the MOU by adding each Party's expected responsibilities associated with implementing the SHSUCOE Grow Your Own program, serving EC-6 grade-levels, to improve educator preparation, with the end goal of improving Bryan ISD student achievement.
- To articulate the nature and expectations of the partnership between the parties associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter PREP GYO Program) in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.
- The PREP GYO Program enables school systems, through partnering with qualified institutions of higher education (hereinafter IHE) and educator preparation programs (hereinafter EPP), to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high-quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter GYO participants) in completing a bachelor's degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system.

B. Authority & Citations

This Addendum is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.906, and 48.157, and Texas Administrative Code (TAC) Chapter 228 (as applicable).

C. Term & Renewal

This Addendum begins on the Effective Date and ends on June 30, 2027 (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

D. Collaborative Goals

- Establishing structures for quality implementation, including:
 - Establish and communicate compliance procedures associated with participation

- in the PREP GYO Program.
 - Selection of GYO participants according to a set of mutually determined criteria.
 - Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis.
 - Develop processes and data sharing agreements to support continuous improvement efforts, including monitoring and evaluating the GYO participants' progress in earning a bachelor's degree and enrolling in an educator preparation program within three years of beginning participation in the PREP GYO Program.
- Ensuring GYO participants complete all necessary coursework, training, and requirements in compliance with PREP GYO Program, by providing GYO participants with:
 - Completion of the bachelor's degree and acceptance into an EPP within three (3) years.
 - Monthly scheduled release time to support the completion of their bachelor's degree, including time to complete field-based experiences, course assignments, and targeted activities.
 - Authentic opportunities to practice teaching under the supervision of one or more cooperating teachers, including small group instruction, leading instructional routines, and lesson planning.
 - On-the-job training aligned with the standards for educator certification established by the board.
 - Guidance and other transition supports as the GYO participant begins a program to satisfy the teacher preparation requirements under Section 21.04421, 21.04422, or 21.04423.

E. Progress Monitoring of Program Quality

- Cadence: The Parties will meet at an agreed upon cadence.
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; key IHE leadership and faculty) and roles within the governance structure.
- Scope: Parties agree to review successes, opportunities for growth, discuss changes for additional years, and partnership viability.
- Data-Sharing Framework: Establish processes to share non-identified School System performance data between the Parties for monitoring and evaluation of GYO candidate preparation and effectiveness.

F. Allocation of Costs & Resources

- Allocating costs and resources accordingly, including:
 - Each party bearing its own expenses in connection with its obligations pursuant to this Agreement.
 - Acting with fiduciary responsibility to ensure compliance with the requirements set forth in PREP GYO Program guidelines (TEC §21.906(e)).
 - Developing a plan surrounding programmatic costs that enable support for GYO participants and overall PREP GYO Program implementation.

G. Data Sharing & FERPA

- The Parties will share and co-analyze non-identified PK–12 performance data for the purpose of preparing GYO candidates to positively impact PK–12 student learning and for the continuous improvement of the EPP.
- The parties will share information related to GYO participant progress to support monitoring and participant success.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the District designates SHSUCOE as a school official with a legitimate educational interest to the extent required to fulfill obligations under this Addendum. The FERPA Designee shall comply with FERPA as to any such educational records.

H. Additional District Specific Obligations

- Identify appropriate staff needed to support the implementation of the PREP GYO Program.
- Require GYO participants to, as a condition for participation, earn a bachelor's degree and enroll in an educator preparation program within three years of beginning participation in the partnership.
- Employ GYO participants in a certification-aligned job assignment that spends at least 25% of their day focused on instructional support, including the requirement to practice teaching under the supervision of a cooperating teacher.
- Pair GYO participants with a trained cooperating teacher who agrees to participate in that role in a PREP GYO program at the District.
- Provide GYO participants with monthly scheduled release time to support completion of a bachelor's degree while remaining employed in the school system. The District must work with SHSUCOE to establish a release time schedule that addresses the participants' needs.
- Ensure that GYO participants attain an Educational Aide III certificate within the first year of beginning participation in the PREP GYO Program.

I. Additional SHSUCOE Specific Obligations

- Provide key faculty member(s) to support the implementation of the PREP GYO Program.
- Ensure that GYO participants earn their bachelor's degree within three years of beginning participation in the PREP GYO Program.
- Provide GYO participants with ongoing support necessary to complete coursework and program requirements.

J. Miscellaneous

1 Governing Law & Venue

This Addendum is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas.

2 Termination

Except as otherwise provided, this Addendum may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for GYO participants to complete the year prior to the effective date of termination. Upon termination, the District will notify appropriate Texas Education Agency staff of the termination of this Addendum.

3 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

4 Sovereign Immunity

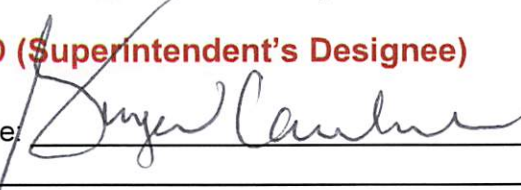
Nothing in this Addendum waives or relinquishes the Parties' rights to claim any exemptions, privileges, immunities, or defenses, whether constitutional, statutory or common law. To the extent the terms of this paragraph conflicts with any other provision in this Addendum, the terms of this paragraph shall control.

All terms and provisions from the original MOU also apply to this Addendum.

Signatures

IN WITNESS WHEREOF, the Parties to this Addendum, through their duly authorized representatives, have executed this Addendum and certify that they have read, understood, and agreed to its terms. This Addendum may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

Bryan ISD (Superintendent's Designee)

- Signature:  _____
- Name: _____
- Title: _____
- Date: _____

Bryan ISD (Program Manager)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

SHSU (Legal Authority)

- Signature: _____
- Name: Sumanth Yenduri, Ph.D.
- Title: Provost and Senior Vice President, Sam Houston State University
- Date: _____

SHSUCOE (GYO Program Leadership)

- Signature: _____
- Name: Stacey Edmonson, Ed.D.
- Title: Dean, College of Education, Sam Houston State University
- Date: _____

8.C. Consider a Memorandum of Understanding with Sam Houston State University for the Residency Program Allotment

ADDENDUM TO MEMORANDUM OF UNDERSTANDING (MOU) FOR PREP RESIDENCY 2026-2027 Between

Sam Houston State University & Bryan ISD

This document constitutes an Addendum (the Addendum) to the Memorandum of Understanding (MOU) whose effective date is February 23, 2026, between **SAM HOUSTON STATE UNIVERSITY**, an agency authorized under the laws of the State of Texas, and member institution of the Texas State University System (TSUS), through its College of Education at Sam Houston State University (SHSUCOE), and Bryan Independent School District, (hereinafter Bryan ISD or the District. Individually, Bryan ISD and SHSUCOE may be referred to as Party, and collectively as Parties.

A. Purpose

- To supplement the terms of the MOU by adding each Party's expected responsibilities associated with implementing the SHSUCOE Enhanced Residency program to improve educator preparation, with the end goal of improving Bryan ISD student achievement.
- To facilitate a learning-centered partnership between the District and SHSUCOE in compliance with the Preparing & Retaining Educators through Partnership (PREP) Program Allotment, and
- To support a high-quality teacher residency that results in effective classroom practice and positive PK–12 student outcomes.

B. Authority & Citations

This Addendum is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.904, and 48.157, and Texas Administrative Code (TAC) Chapter 228 (as applicable).

C. Term & Renewal

This Addendum begins on the Effective Date and ends on June 30, 2027 (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

D. Collaborative Goals

- Provide Residents with professional instructional coaching and opportunities to engage in co-teaching throughout the clinical placement.
- Ensure compliance with SBEC requirements for Residents seeking initial certification and with PREP Program Allotment requirements.
- Establish and communicate compliance procedures associated with participation in PREP.

E. Shared Governance & Progress Monitoring of Program Quality

- Cadence: The Parties will meet at least quarterly (minimum four meetings per academic year).
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; EPP legal authority, residency program leadership, field supervision lead) and roles within the governance structure.
- Scope: Parties agree to review current programmatic resident data, host teacher supports, and implementation needs to make just-in-time improvements.
- Data-Sharing Framework: Establish processes to share non-identified district performance data between the Parties for monitoring and evaluation of Resident preparation and effectiveness.

F. Recruitment

The Parties will collaborate to recruit candidates that meet the District's greatest staffing needs and align with SHSUCOE admissions and program capacity.

G. Support for Residents

1 Communication & Cohort Management

- Each Party will designate named personnel responsible for direct communication with and management of Residents; these responsibilities will be explicitly included in the personnel job descriptions.

2 Clinical Experience

- Program design and site scheduling will ensure a minimum of 750 hours of co-teaching under the supervision of a qualified Host Teacher during the residency year.
- Partners will identify processes and timelines to ensure Residents complete all required coursework and training for the Enhanced Standard Certificate, including—if needed—scheduled release time or designated professional learning periods.

3 Intervention & Support

- The Parties will develop individualized support plans for Residents, as needed, with clear roles and responsibilities for both Parties.

4 Evaluation & Coaching

- Formal Evaluation: Identify the evaluative tools, rubrics, and measures used to evaluate Resident progress and performance, and how data will be collected and communicated to all Parties.
- Informal Coaching: Adopt a shared informal observation/walkthrough tool for coaching and progress monitoring, and calibrate on its use at least annually.

5 Observation Logistics

- Data Collection & Dissemination: Ensure compliance with FERPA and District policies in any collection, storage, or sharing of data.
- Communication of Schedules & Results: Field Supervisors and/or SHSUCOE faculty will communicate observation schedules and results to designated District personnel via email and the SHSUCOE compliance software (e.g. TK20).
- Campus Visit Procedures: SHSUCOE personnel will adhere to District campus-visit procedures (e.g., check-in, scheduling, and observation protocols), which the District will provide in writing and update as needed.

H. Support for Host Teachers

- Collaborate to identify and select high-quality Host Teachers using agreed-upon criteria.
- Training (2026–2027): The Parties will identify which entity is responsible for Host Teacher training in the 2026–2027 academic year and develop a plan to ensure quality training that meets SBEC requirements.
- Ongoing Development: Define roles and responsibilities for ongoing Host Teacher development during the academic year, including observation and feedback of coaching practices.
- Support/Reassignment Protocol: Implement a Host Teacher support and/or reassignment protocol.

I. Allocation of Costs & Resources

- Each Party will act with fiduciary responsibility to ensure compliance with the PREP Program Allotment requirements.
- Programmatic Costs: The Parties will develop a plan to address remaining programmatic costs necessary for effective implementation (e.g., quality field supervision, coaching calibration, materials).

J. Data Sharing & FERPA

- The Parties will share and co-analyze non-identified PK–12 performance data for the purpose of preparing Residents to positively impact PK–12 student learning and for the continuous improvement of SHSUCOE.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the District designates SHSUCOE as a school official with a legitimate educational interest to the extent required to fulfill obligations under this Addendum. The FERPA Designee shall comply with FERPA as to any such educational records.

K. Additional District Specific Obligations

- Provide opportunities for Residents to attend District- and school-level professional development.

- Provide teacher residents access to District systems, curriculum, and instructional resources.
- Supply facility resources (e.g., meeting space with furnishings and technology) to support partnership activities as available and appropriate.
- Permit Resident video recording for licensure and professional development purposes in accordance with District policy; obtain signed parental consent forms as required.

L. Additional SHSUCOE Specific Obligations

- Comply with District policies and procedures and ensure SHSUCOE instructors, Site Coordinators/Field Supervisors, and Residents are aware of these policies and procedures.
- Assign qualified Field Supervisor(s) for teacher resident supervision and evaluation and ensure timely communications between the Parties.
- Ensure compliance will all other requirements for teacher resident preparation pursuant to TAC chapter 228, Educator Preparation Program Requirements.
- Maintain candidate records in accordance with applicable policies and laws.
- Support candidates who fall below academic or professional standards through a documented improvement or growth plan.
- Remove candidates from placement upon request of the District or when required by SHSUCOE policy or law.
- Design differentiated preparation models responsive to District workforce needs, including accelerated and employment-embedded Grow Your Own pathways.

M. Miscellaneous

1 Governing Law & Venue

This Addendum is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas.

2 Termination

Except as otherwise provided, this Addendum may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for Residents to complete the year prior to the effective date of termination. Upon termination, the District will notify appropriate Texas Education Agency staff of the termination of this Addendum.

3 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

4 Sovereign Immunity


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Signatures

IN WITNESS WHEREOF, the Parties to this Addendum, through their duly authorized representatives, have executed this Addendum and certify that they have read, understood, and agreed to its terms. This Addendum may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

Bryan ISD (Superintendent's Designee)

- Signature:  _____
- Name: _____
- Title: _____
- Date: _____

Bryan ISD (Program Manager)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

SHSU (Legal Authority)

- Signature: _____
- Name: Sumanth Yenduri, Ph.D.
- Title: Provost and Senior Vice President, Sam Houston State University
- Date: _____

SHSUCOE (Residency Program Leadership)

- Signature: _____
- Name: Stacey Edmonson, Ed.D.
- Title: Dean, College of Education, Sam Houston State University
- Date: _____

8.D. Consider approval of a Low Attendance Waiver for January 27, 2026.

9. Action Items

9.A. Discuss and Consider Approval of a Purchase over \$50,000 utilizing General funds for Skyward Enterprise Software Annual Support Renewals for the 2026-2027 school year



Skyward Update

Board Meeting

5-4-26



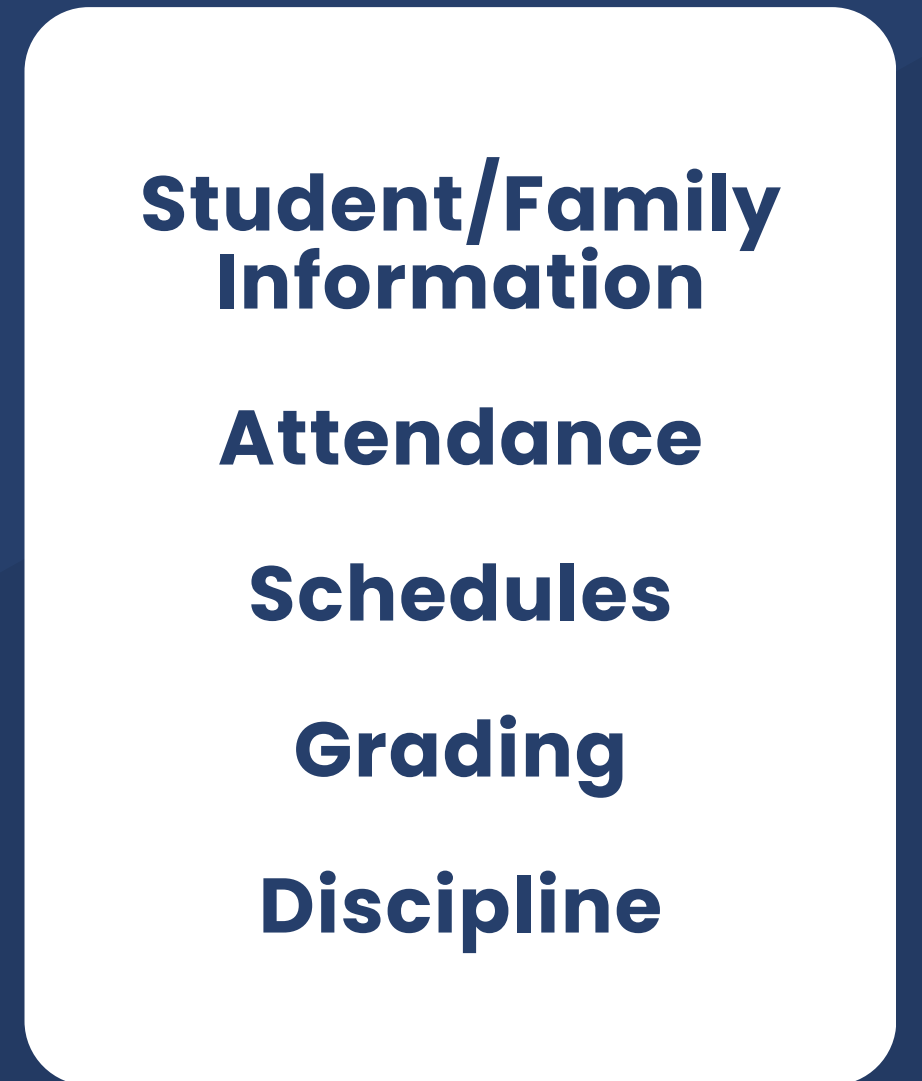
Business System



Live - January 2024

**WHAT IS
SKYWARD?**

Student System



Live - August 2025

Business System

Continued Excellence in 25-26

- Leveraging Software to Promote Efficiency
- Weekly Collaboration Between HR/Finance/Technology
- Exploring New and Upcoming Features



Student System Implementation Year Recap



T

Trained

- *500+ hours of training with Skyward*

E

Engaged

- *Provided 600+ hours of live help to staff*

A

Accomplished

- *Student Schedules*
- *Grades/Report Cards*
- *Enrolled Students*

M

Maximized

- *Utilized Data Features*
- *Launched Attendance Letters*
- *Data Integrations*

Our Team



WHAT'S NEXT

Online Enrollment
Launching May 18



Employee Portal
Information
Verification



SKYWARD SUPPORT RENEWAL

**BUSINESS
SYSTEM**

+

**STUDENT
SYSTEM**

+

HOSTING

RENEWAL IS \$14K LESS THAN ESTIMATED



QUESTIONS



9.B. Consider approval of Connections Education LLC partnership for virtual learning program offerings



**CONNECTIONS EDUCATION LLC
DBA
PEARSON VIRTUAL SCHOOLS
VIRTUAL LEARNING PROGRAMS
STATEMENT OF WORK**

Customer:	Bryan Independent School District
Customer Address:	801 South Ennis, Bryan, TX 77802
Contact Person:	Dr. Christina Richardson, Director of Advanced Academics
Phone Number:	(979) 209-1072
Email Address:	christina.richardson@bryanisd.org

The above-named Customer (“Customer”) and Connections Education LLC dba Pearson Virtual Schools (“Pearson”), are hereby entering into this Statement of Work (“Statement of Work”) whereby Customer is contracting with Pearson to receive access to certain virtual education products through Pearson’s suite of products and services, that includes Pearson’s education management system, and any successor technology platform to which Pearson transitions the School for purposes of this Agreement, collectively the “Education Management System” or “EMS,” along with associated Pearson-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. **Pearson 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, Pearson will continue to modify or change the curriculum to meet state standards. The Curriculum includes:
 - i. Pearson Courses, including core and elective subjects, provided through Pearson Online Academy, and augmented by Pearson-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 Pearson’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.
 - iii. Pearson warrants the Curriculum will at all times during the Term materially align to then-current Texas state standards for the applicable grade/course; if misalignment occurs, Pearson will work with Customer to deliver modifications within a commercially reasonable timeframe.
- 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.
 - iii. Pearson will provide 99% monthly EMS uptime (excluding scheduled maintenance with 72 hours’ notice). Pearson agrees that in the event the EMS and the virtual program availability is less than 95% in a given month, Customer has the option to terminate the Agreement upon 30 days prior written notice.
- c. Instructional Support.
- i. If Customer elects to use Pearson Certified Online Teachers for any Courses, Pearson will provide Pearson Teachers who are Texas Certified and subject credentialed, except Texas Certified teachers may not be provided for Career and Technical Education courses, American Sign Language courses, or in instances when substitute teachers are needed. Further descriptions of Instructional Services are provided on Exhibit A. Access to Courses taught by Pearson Teachers shall be through Pearson Online Academy, and Pearson will, if requested by Customer, implement Course completion requirements consistent with POA 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 Pearson Teachers, Pearson 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 Pearson 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 grades 6-12 only, an advisor whose responsibilities shall include: monitoring Student participation and performance; assisting Students in navigating Pearson'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 Pearson Teachers to meet particular Students' IEP/504 plans supplied by Customer as is reasonably afforded within the EMS. Pearson will not provide additional resources related to Special Education. Pearson'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. Pearson will implement reasonable accommodations and modifications consistent with IEP/504 requirements within the existing capability of the scope of products and services provided and will collaborate with Customer to support compliance. Pearson will not charge additional fees for such modifications within the EMS. Provided, however, Customer shall remain fully responsible for ensuring compliance with Students' IEP/504 plan.
 - ii. If Pearson Teachers are not being used for a Course, Customer must provide Customer Teachers to teach Students enrolled in such Course.
 - iii. If Pearson Teachers are being used for a Course, Customer shall communicate with Pearson monthly regarding the number of projected enrollments in each such Course, and if so communicated, Pearson will provide full access to Pearson Teachers within 2 business days following enrollment and in no event later than 5 business days. In a documented, unforeseeable force majeure that prevents timely staffing, Pearson will notify Customer within 24 hours, and work to achieve compliance within a reasonable amount of time depending on the force majeure situation and will collaborate with Customer in doing so.
- d. Complaints. Promptly investigate any concerns or complaints raised by the Customer, involving the performance of any Pearson personnel providing support services, including Instructional Support to the School.
- e. Student Records Support.
 - i. Pearson 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, Pearson may retain a copy of such records subject to the confidentiality requirements of this Statement of Work.
 - iii. Pearson will implement industry-standard security (e.g., NIST CSF/ISO

- 27001-aligned), encrypt PII in transit and at rest, and store/process Student PII in the United States unless Customer approves otherwise.
- iv. Pearson will notify Customer of any security incident involving Student PII within 48 hours after discovery of a security incident, provide details known, mitigate harm, offer appropriate notices/credit monitoring if required, and indemnify Customer for costs if the security incident was the direct result of Pearson's breach.
 - 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 Pearson 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 District Success Partner will become the Pearson point of contact.
 - g. Program Management. Provide a program liaison ("District Success Partner") who shall be the point of contact for the individual designated by the Customer as the Customer-designated Administrator(s) (described below). The Pearson District Success Partner 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 Pearson'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 Pearson's Support Services to Authorized Users as follows: School Support services Monday-Friday 8:00 am to 6:00 pm (ET) and Student Technical Support services Monday-Friday 9:00 am to 9:00 pm (ET), excluding Pearson's designated holidays. Students must have access to a computer that meets the minimum system requirements set forth at <https://support.ems.connexus.com/hc/en-us/articles/360007993234-Pearson-Connexus-System-Requirements>. Pearson 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 Pearson policies and procedures, and other technology to support Student learning as appropriate.
- iii. Virtual Set-up of School. Pearson 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. Pearson shall not use Customer's name, logos, or refer to the relationship in marketing without prior written consent.

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 Pearson 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. Pearson 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 Pearson 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 Pearson 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 of transfer is compliant with applicable local or Customer policies and procedures, as well as state or federal law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or

- transfer. Each Party remains responsible for its own compliance with laws when requesting or granting access to PII. Pearson will not be indemnified for its own negligence, willful misconduct, or violations of law. To the extent permitted by law, the Customer shall hold Pearson harmless and indemnify Pearson 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 Pearson 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 Pearson 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 Pearson harmless and assumes all responsibility for such modifications. Further, the Pearson Teacher may choose to discuss or protest such modification, and Pearson reserves the right to withdraw its Teacher as teacher of record in response to the Customer's modifications, if Pearson deems that appropriate. The ultimate responsibility for any unauthorized modification lies with the Customer.
 - i. National Collegiate Athletic Association Eligibility. Many of Pearson's high school core and elective courses, delivered by Pearson'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 Pearson'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 Pearson courses to maintain their status as meeting NCAA Eligibility Center requirements, the following must be in place:
 - i. The list of Pearson NCAA-approved courses can be found on the [NCAA website](#). In the High School field, enter Pearson Virtual School, and click submit. Select Pearson Virtual School on the next page, and you'll see the courses that are NCAA eligible.
 - ii. The courses must be delivered through the EMS by Pearson'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.
 - iv. Customers may not modify NCAA approved courses. Any necessary

modifications may only be made by Pearson staff.

- v. The Student and the Pearson 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 Pearson courses is dependent upon both Pearson 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 Pearson 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 Pearson'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 Pearson is not serving as the credit-granting institution under this Statement of Work. Pearson will provide necessary documentation, gradebooks, and completion verifications to facilitate Customer's credit granting within 5 business days of request.
 4. **Representation Regarding Non-discrimination**: Neither Pearson 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"). The Initial term shall be through June 30, 2027. Thereafter, renewal shall be by mutual written agreement. Any price adjustments during renewal shall not exceed 3% year-over-year. Pearson shall provide pricing at least 120 days before expiration; Customer may decline without penalty. This Agreement is subject to the availability and appropriation of funds. If funds are not appropriated or are reduced, Customer may terminate without penalty upon written notice effective at the end of the then-current Academic Year.

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 Pearson at the close of the then Academic Year, if the payments to which Pearson 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 Pearson is unwilling or unable to make the required changes.
 - iii. Either Party may terminate for convenience, in whole or in part, upon 30 days' written notice, provided however, any such termination shall take effect at the end of the then current Academic Year. Either Party may terminate for material breach not cured within 30 days after written notice.
- 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 Pearson 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, except for (i) breach of confidentiality/data security; (ii) infringement/indemnified claims; (iii) bodily injury/death; (iv) gross negligence or willful misconduct; and (v) violations of law (including background check obligations), each Party's aggregate liability shall not exceed 2x the fees paid by Customer in the 12 months preceding the claim.



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). The parties also agree that notice may be delivered through email to designated addresses with confirmation of receipt. 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 Pearson:	Pearson Virtual Schools 509 S. Exeter Street Suite 202 Baltimore, MD, 21202 Attn: Angela Bryant
With a copy to:	Pearson Virtual Schools 509 S. Exeter Street Suite 202 Baltimore, MD, 21202 Attn: Dept. of School Legal Affairs Legal-PearsonOBL@pearson.com
If to the Customer:	Bryan Independent School District 801 South Ennis Bryan, TX 77802 Attn.: Ms. Ginger Carrabine, Superintendent ginger.carrabine@bryanisd.org

11. **Miscellaneous:**

- a. **Governing Law.** This Statement of Work shall be governed and controlled by the laws of the State of Texas. 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 Brazos County, State of Texas, 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, Pearson may accept quotes offered by Pearson 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 Pearson 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 Pearson hereunder. Pearson will not invoice sales/use tax upon receipt of Customer's exemption documentation; Pearson will cooperate in providing any forms needed.
- 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. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in interest in a merger or asset sale not involving a competitor of the Customer, and an affiliated entity.
- f. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations. Pearson represents and warrants the EMS, Courseware, and content conform to WCAG 2.1 AA and applicable accessibility laws;
- 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 Pearson 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 Pearson 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 Pearson 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. No material changes to web-posted terms shall apply unless expressly agreed in a written amendment signed by both Parties. The Parties attach the Standard Terms as Exhibit C and freeze them for the Term.
- 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.
- k. Criminal History Background Checks; Covered Employees. Definitions. 'Covered Employee' means an employee, agent, subcontractor, or volunteer of Pearson who (i) has or will have continuing duties related to the services under this Agreement; and (ii) has or will have direct contact with students or access to Student PII beyond directory information, as those terms are construed under Texas Education Code Chapter 22.
 - i. Fingerprint-Based Checks. Prior to a Covered Employee being assigned to perform services under this Agreement, Pearson will, at its sole cost, direct the Covered Employee to utilize IdentoGO (or such other vendor authorized by the Texas Department of Public Safety ("DPS")) to facilitate the electronic capture and submission of fingerprints for purposes of obtaining fingerprint-based criminal history record information ("CHRI"), as required by applicable law. The Parties acknowledge that Pearson, as a private entity, is not a qualified school contractor under the National Child Protection Act and Texas law and is therefore unable to access the DPS Fingerprint Application Clearinghouse of Texas ("FACT") or receive results of the fingerprint-based criminal history review. Accordingly, and consistent with Texas Education Code § 22.0834(b-1) and Texas Government Code § 411.097, Customer will be solely responsible for accessing and reviewing CHRI through the FACT Clearinghouse, making

all eligibility determinations regarding whether a Covered Employee may perform services involving direct contact with students, and promptly notifying Pearson in writing (email sufficient) of each Covered Employee's clearance or ineligibility. No Covered Employee shall begin providing services under this Agreement until Customer has confirmed to Pearson in writing that the individual has cleared the fingerprint-based background check requirements.

- ii. Ongoing Monitoring. Customer shall enroll Covered Employees in the DPS and/or FBI Rap Back subscription service through the FACT Clearinghouse for ongoing criminal history monitoring. Pearson will not receive notifications from the Rap Back service. Customer shall notify Pearson in writing (email sufficient) within five (5) business days of receiving any Rap Back notification or other information indicating that a Covered Employee may no longer be eligible to perform services under this Agreement, and Pearson shall promptly remove such individual from any assignment upon receipt of such notice. Customer shall also be responsible for checking the Do Not Hire Registry established under Texas Education Code § 22.092 for each Covered Employee prior to the individual's commencement of services and shall promptly notify Pearson if any Covered Employee appears on such registry.
- iii. Certifications and Exclusions. Pearson certifies that it has reviewed the criminal history information for each Covered Employee and that no Covered Employee has been convicted of a disqualifying offense under Texas law that would bar school district service or would be inconsistent with student safety. Pearson shall not assign, and shall immediately remove and replace, any Covered Employee who (i) is ineligible under Texas law; (ii) refuses to submit fingerprints; or (iii) is arrested for or convicted of a disqualifying offense.
- iv. Records and Verification. Upon request, Pearson shall provide the Customer with (i) the full name and role of each Covered Employee; (ii) the DPS Fingerprint Applicant Transaction Identifier (ATI) or equivalent verification; and (iii) written report of compliance for each Covered Employee. Pearson shall not provide raw criminal history records to the Customer.
- v. Notice Obligation. Pearson shall notify the Customer promptly upon discovering that a Covered Employee is arrested for or convicted of a disqualifying offense or otherwise becomes ineligible, and shall immediately thereafter remove such individual from Customer-related duties.
- vi. Indemnification. Pearson shall indemnify, defend, and hold harmless the Customer and its trustees, officers, employees, and agents from and against any third-party claims, damages, losses, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of Pearson's material breach of this section or applicable law. Customer shall provide Pearson prompt written notice of any such claim, reasonably cooperate with, and permit Pearson to control the defense.



- vii. No Student Contact Absent Compliance. No Covered Employee may have direct contact with students or access to Student PII (beyond directory information) until Pearson has complied with this section for that Covered Employee.

Agreed to by:

Pearson Virtual Schools

Bryan Independent School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
EDUCATIONAL PRODUCTS AND SERVICES AND PRICES

Offering	Description	Price
Pearson CoursewarePLUS with Teaching Services		
Full-Time Student Seat with Certified Online Teachers – Academic Year	The Full-Time Student Seat with Certified Online Teacher license is an academic year license that provides for one student to be enrolled in up to eight (8) courses with a Pearson teacher. 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 8 licenses.	\$2,889.00
Full-Time Student Seat with Certified Online Teachers – Semester	The Full-Time Student Seat (Semester) with Certified Online Teacher license is a semester license that provides for one student to be enrolled in up to eight (8) courses with a Pearson teacher. 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 16 licenses.	\$1,496.00
Course Seat with Certified Online Teacher – Academic Year	The Course Seat with Certified Online Teacher license is an academic year license that provides access for one student to be enrolled in one (1) course with a Pearson teacher. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 47 licenses.	\$497.00
Course Seat with Certified Online Teacher – Semester	The Course Seat (Semester) with Certified Online Teacher license is a semester license that provides access for one student to be enrolled in one (1) course with a Pearson teacher. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 85 licenses.	\$275.00
Pearson CoursewarePLUS		
Custom Content Individual Course Enrollment (Academic Year)	Each Custom Content Individual Course Enrollment license provides access for one student to be enrolled in one semester-long course during an academic year. An enrollment must be in any offered customer created course. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another customer created course. Must be used in conjunction with another license type where standard minimums are met.	\$20.00
Custom Content Individual Course Enrollment (Semester)	Each Custom Content Individual Course Enrollment license provides access for one student to be enrolled in one semester-long course during an academic semester. An enrollment must be in any offered customer created course. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another customer created course. Must be used in conjunction with another license type where standard minimums are met.	\$12.00

Custom Content Individual Course Enrollment (Summer)	Each Custom Content Individual Course Enrollment license provides access for one student to be enrolled in one customer created course during the summer term. An enrollment must be in any offered customer created course. This license is not reusable or assignable to another student. Must be used in conjunction with another license type where standard minimums are met.	\$15.00
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 93 licenses.	\$249.00
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 170 licenses.	\$137.00
Individual Course Enrollment – Academic Year	Each Individual Course Enrollment license provides access for one student to be enrolled in one (1) Academic Year course (or two (2) Semester courses) during an academic year. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 390 licenses.	\$59.00
Individual Course Enrollment – Semester	Each Individual Course Enrollment license provides access for one student to be enrolled in one (1) Semester course during an academic semester. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from their assigned course, this license may be reused to enroll the same student (or another student) in another course. Minimum purchase of 720 licenses.	\$32.00
CoursewarePLUS Instructional Options		
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.	\$449.00
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.	\$247.00
LiveLesson	LiveLesson® is Pearson'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

District Teacher Training Package – Online Options		
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. 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. 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. 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
Add-On Advanced Teaching Training (Online)		
Course Customization Training	Training on how to use the course customization features of the EMS to modify and/or personalize courses. 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. Available to up to 30 teachers.	\$500.00
Administrator Trainings (Online)		
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. 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 Pearson teachers. Available to up to 15 administrators.	\$200.00
Teacher Professional Development (Online)		
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

Family Engagement Support		
Family Information Session	A designated Pearson 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
Summer School		
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 School Course with Certified Online Teacher	Each Summer School Course with COT provides access for one student to be enrolled in one course with a Pearson teacher. Enrollment may be in any course offered within the Pearson Summer School catalog. This license is not reusable or assignable to another student.	\$249.00
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.	\$149.00
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 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.	\$149.00

Exhibit B
Pricing and Invoicing

1. **Pricing and Invoicing.** In consideration for the Education Program provided by Pearson to the Customer during the Term, Pearson 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. 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. Customer shall remit payment to Pearson for invoices within thirty (30) days from the invoice date. Customer agrees to pay to Pearson all such fees, and all applicable sales, use or other taxes, however designated, except for taxes based on Pearson’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.
 - ii. Customer will incur charges under this Statement of Work by notifying Pearson in writing of its desire to purchase Educational Products and Services (such as a signed quote or purchase order) or otherwise, including

through Customer's usage of the EMS (such as, but not limited to, Customer enrolling a Student under an enrollment license), the less Minimum Purchase. Upon Pearson's determination of any charges incurred by Customer, Pearson shall invoice Customer for any such charges.

- iii. In no event shall failure by Pearson to invoice the Customer for a given product, service or usage constitute a waiver of the Customer's obligation to make payment to Pearson under this Statement of Work. Further, Customer acknowledges that should Pearson 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.

Exhibit C Terms and Conditions

These Terms and Conditions are applicable to the academic, teaching and ancillary products and/or services to be provided to a private or public school, school district or other educational institution or organization (collectively “Customer”) by Pearson Virtual Schools USA (sometimes referred to in customer agreements as “Connections Learning,” “Connections Education LLC,” “Connections” or “Pearson”) (Pearson and Customer are sometimes referred to individually as a “Party” or collectively as the “Parties”), pursuant to an Agreement in which Customer has contracted to receive certain Educational Products and Services from Pearson. Pearson reserves the right to change these Terms and Conditions from time to time. Such changes will become effective when Pearson posts the revised Terms and Conditions on Pearson’s Website (as defined below) at <https://www.pearson.com/obl-terms-conditions> or such other URL as Pearson may later designate. Pearson agrees to notify Customer prior to any material changes to these Terms and Conditions.

1. DEFINED TERMS. Capitalized terms within the Agreement or these Terms and Conditions, and not otherwise defined therein or herein, shall have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.

2. GRANT OF RIGHTS AND RESTRICTIONS.

a. *License.* Pursuant to the Agreement and these Terms and Conditions, Pearson hereby grants to Customer a non-exclusive, nontransferable, royalty-free, limited license during the applicable term of the Agreement for Authorized Users to access and use the EMS and the Content contained therein, in connection with the receipt of Educational Products and Services under the Agreement, subject to compliance by the Authorized Users with the Agreement (including these Terms and Conditions) and the Terms of Use. Pearson may update the features and functions of the EMS from time to time. Any right to use Content shall be solely for the applicable Courses for which a Student is enrolled. If specified in the Agreement, Pearson will also provide Pearson Teachers to teach the Courses. If Pearson Teachers are not specified in the Agreement, then Customer shall have sole responsibility to teach the Courses and to provide any other necessary support to the Students; provided, however, that Pearson may in some cases provide Tutors if tutoring services are so specified in the Agreement. Pearson may also provide training and/or other services as may be specified in the Agreement.

b. *Permitted and Prohibited Uses.* All rights not expressly granted to Customer and Authorized Users pursuant to the Agreement and these Terms and Conditions are reserved to Pearson, and any uses of the EMS or any Content by Customer and Authorized Users not expressly permitted in the Agreement and these Terms and Conditions are strictly prohibited.

Specifically, Customer will not, and will not permit Authorized Users, Customer’s employees or agents or any third party to: (i) access the EMS or Content except in connection with Courses for which a Student is enrolled; (ii) use Content except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate, provide access to, rent, or create Derivative Works from the Content or any portion thereof, except as specifically permitted by the Agreement and

the Terms of Use; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content or the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the EMS or the Content; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the EMS or the Content, nor allow or assist a third party to do so; (vii) use the Content in a manner that disparages the EMS, the Content, Pearson or its content providers, or in any manner that Pearson may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information (as defined in Section 2.d. below) or permit access to the EMS and/or the Content by unauthorized persons using an Authorized User's Log-In Information.

c. *Usage Guidelines and Rules of Conduct.* Customer (including its employees and agents) and Authorized Users may use the EMS and the Content for bona fide educational and other contracted-for purposes only. Customer will comply and assure compliance by its employees, agents and the Authorized Users with the Agreement (including these Terms and Conditions), Terms of Use, Privacy Policy, Acceptable Use Policy, and other applicable Pearson policies, as updated from time to time by Pearson in its sole discretion. Customer acknowledges that Pearson may also institute basic rules for academic and personal conduct for Authorized Users' use of the Content and the EMS, and that Pearson will enforce those rules in its sole discretion, including recommending to Customer the termination of access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the EMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the EMS. Customer shall immediately provide Pearson with written notice of any unauthorized use or distribution of the Content of which Customer becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.

d. *Security and Use of Passwords.* Each Authorized User will have a username and password for the purpose of accessing the EMS and the Content (the "Log-In Information"). Customer and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. Customer and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the EMS and/or the Content by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

e. *Availability and Support.* Pearson does not guarantee availability of the EMS 24 hours per day, 7 days per week. Unless other support terms are specified by Pearson from time to time, Pearson agrees to provide EMS Student Technical Support (9am-9pm ET) and Teacher Help Desk Support (8am-6pm ET) Monday – Friday. Pearson will respond to general support issues within one (1) business day, after which they will be escalated as may be specified by Pearson from time to time. The contact for escalation of support issues will be as designated by Pearson.

f. *Communications from Pearson.* Customer acknowledges and agrees that Pearson may periodically contact Authorized Users in relation to Pearson carrying out its obligations set forth in this Agreement, as well as to inform Caretakers and Students of educational opportunities related to such Students' academic pursuits such as summer school programs, dual credit opportunities, teacher directed extended learning activities, nationally facilitated clubs and non-School directed extracurricular activities, including sports program opportunities, as well as educational or professional post-graduate opportunities, in compliance with state and federal law. Unless prohibited by law, the Customer specifically consents to such communications being delivered to Caretakers and Students via the EMS WebMail portal and message boards, personal email or cell phone via text messaging to the extent such information is available, and direct mail. Except as identified herein Pearson will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephonic communications shall be limited to School related communications of an immediate nature that impact a Student's access to the Education Program or are related to the Students' academic participation and/or academic achievement. By accessing the Licensed Collateral, the Customer and Authorized Users will be deemed to have consented to receive such communications.

3. CUSTOMER RESPONSIBILITIES.

a. *Fees and Taxes.* Customer will pay all fees incurred under the Agreement within thirty (30) days after the date of invoice or pursuant to such other payment terms as may be specified in the applicable Agreement. Any payments made past their due date shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. Customer will be responsible for all forms of tax in connection with the Educational Products and Services provided by Pearson under the Agreement, other than taxes on Pearson's income. If Customer claims tax exempt status, Customer agrees to provide Pearson with evidence of such tax exemption upon Pearson's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer shall be responsible for any and all taxes that arise from the Agreement and related transactions (excluding taxes on Pearson's income). All pricing set forth in any quotation, Agreement, or invoice is in United States dollars unless otherwise specified.

b. *Compliance with Laws.* In using the EMS, Customer agrees to comply with federal and state privacy laws, including, but not limited to, FERPA and the regulations promulgated under FERPA, and other similar federal or state laws, administrative rules and regulations restricting commercial use of, or otherwise regulating, Student information. Customer further agrees to limit access by its employees and agents to educational records containing personally identifiable information to solely those of its employees and agents who have a legitimate educational interest for such information. By designating an individual as authorized to have EMS access to educational records and other student related information, Customer represents such access is in compliance with all such federal and state privacy laws.

c. *Hold Harmless.* To the extent permitted by applicable law, Customer agrees that it shall defend, indemnify and hold Pearson and its Affiliates and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable

attorneys' fees and expenses) to which Pearson, its Affiliates and their respective agents and employees may be subject due to any causes of action, disputes, demands, lawsuits, and/or judgments (together "Claims") arising out of or relating to: (i) any wrongdoing, misconduct, negligence, or default by Customer, its agents, employees, or assigns in the execution or performance of this Agreement; (ii) noncompliance with any privacy or other laws applicable to Student Records or personally identifiable information; and (iii) any activities unrelated to the Educational Products and Services provided by Pearson, including, but not limited to, any sports, intramural, club, or outreach activities sponsored or approved by Customer, regardless of whether such sponsorship or approval was direct, indirect, express, or tacit.

4. AUDIT. Pearson will have the right, with ten (10) days prior notice, to audit Customer's use of the EMS and the Content at Customer's location(s). If any audit determines that the Customer has not complied with the terms of the applicable Agreement, Customer will promptly pay Pearson any amount that is due. Customer will also reimburse Pearson for its cost in conducting the audit, in the event the audit determines a shortfall over five percent (5%), in the amount paid to Pearson.

6. TERMINATION.

a. *Term.* The term of the Agreement (including any potential renewal periods) will be as specified in the Agreement.

b. *Terminations for Cause.* Except as otherwise provided in the Agreement, either Pearson or Customer may terminate the Agreement at any time for cause upon thirty (30) days' notice, unless the circumstances constituting the basis for the for-cause termination have been cured (if capable of being cured) by the other Party within such notice period. For purposes of the preceding sentence, a termination by one Party will be deemed for "cause" if: (i) the other Party materially breaches any provision of the Agreement; or (ii) the other Party violates any law or regulation material to the Agreement. In the event objectively ascertainable reasonable efforts have been made to effect such cure, and the breach at issue does not objectively lend itself to cure within such thirty (30) day period, then such additional time as necessary to complete said cure, but in no event longer than sixty (60) days following written notification of such breach. Notwithstanding the foregoing, Pearson may terminate the Agreement immediately upon written notice to Customer in the event of a breach by Customer of confidentiality or a violation by Customer of Intellectual Property rights. Such remedy shall not be deemed to be the exclusive remedy for a breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

c. *Termination for Financial Reasons.* Either Party may terminate the Agreement upon written notice if the other Party: (i) files a petition for bankruptcy; (ii) is adjudicated bankrupt by any court; (iii) makes an assignment for the benefit of creditors; (iv) takes the benefit of any bankruptcy or insolvency act; or (v) generally becomes unable to pay its debts when due. Such termination shall be effective as of the date of filing of such petition, adjudication, appointment, assignment, declaration or commencement of reorganization or liquidation proceeding or said Party's inability to pay its debt.

d. *Termination or Suspension For Failure to Make Timely Payment.* Pearson may, at its option, immediately terminate, or suspend its performance of, the Agreement with Customer any time

Customer is more than thirty (30) days in arrears on its payment obligations to Pearson. In the event of termination or suspension by Pearson under this Section 6.d., Customer's access to the EMS (including all Authorized Users whose right of access to the EMS is derived from Pearson's contractual relationship with Customer) shall be discontinued without further notice. In the event of a suspension of access to the EMS, access may, at the sole discretion of Pearson, be restored when Customer's payment obligations are brought current and Pearson has received adequate assurances that Customer's payment obligations to Pearson shall remain current for the remainder of the term of the Agreement.

e. *Termination due to Change in the Law.* Either Party may terminate the Agreement in the event any new legal obligation is imposed upon such Party during the Agreement term and as a result of such new legal obligation, there is a material change to such Party's responsibilities under the terms of the Agreement or in the case of Pearson, there is an increase in the cost of providing the contracted for Educational Product and Services, as determined by Pearson. The Parties agree that they will negotiate in good faith during the notice period regarding possible alternatives to termination; provided, however, that if the Parties are unable to agree on a mutually acceptable alternative, the termination notice shall remain in full force and effect.

f. *Termination due to Material Conduct.* Either Party reserves the right to terminate the Agreement if there are unresolvable differences between the Parties relating to what such Party considers to be conduct that reflects materially and unfavorably upon its reputation with respect to the manner in which the other Party carries out its responsibilities under the terms of the Agreement and such Party provides the other Party with thirty (30) days written notice of its intent to terminate during which time the Parties shall work in good faith to alleviate to such Party's satisfaction the circumstances giving rise to such unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given.

g. *Obligations on Termination.* In the event the Agreement is terminated by either Pearson or Customer for any reason: (i) each Party shall promptly (not later than ten (10) days after the effective date of termination) return to the other Party all Confidential Information, Intellectual Property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and shall not retain copies of any such Intellectual Property or material except as may be expressly permitted in the Agreement, and all electronic copies shall be permanently removed from all electronic data storage devices; (ii) all access to the EMS, Content, and Courses by Customer and its Authorized Users shall be discontinued; (iii) each Party shall cease the use of the other Party's trade name, trademarks, copyrights and any other form of Intellectual Property rights; and (iv) Customer shall pay Pearson all amounts due under the Agreement upon the earlier of their due dates or thirty (30) days after the effective date of termination. Termination of the Agreement shall not relieve the Parties of any applicable obligation or liability under the Agreement, nor shall it affect or impair the rights of a Party arising prior to such termination.

7. CONFIDENTIALITY.

a. *Confidential Information.* The receiving Party shall use the Confidential Information only in connection with the furtherance of the business relationship between the Parties, and the

receiving Party shall make no further use, in whole or in part, of any such Confidential Information. The receiving Party agrees not to disclose, deliver or provide access to all or any portion of the Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same; provided that the receiving Party may disclose Confidential Information to its employees, agents and subcontractors who need access to such Confidential Information in connection with the performance of the Agreement or the applicable subcontract and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving Party will treat the Confidential Information with the same degree of care and confidentiality that the receiving Party provides for similar information belonging to the receiving Party that the receiving Party does not wish disclosed to the public, but not less than holding it in strict confidence.

b. *Student Records.* Pearson and Customer acknowledge and agree that under FERPA and any regulations promulgated thereunder, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of “education records,” as that term is defined by FERPA. The Parties acknowledge that each Party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and Customer each designate the staff, employees, agents, subcontractors and volunteers who are providing educational and/or administrative services to the Students as agents of Customer having a legitimate educational interest and thus entitled to access to educational records under FERPA.

c. *Data Privacy.* Pearson and Customer shall maintain personally identifiable information in accordance with applicable laws and regulations. Use of Pearson products and services and any information provide on Pearson products and services are subject to the Privacy Policy, which is incorporated into these Terms and Conditions.

d. *Exceptions.* The foregoing shall not prevent the receiving Party from disclosing Confidential Information that must be disclosed by operation of law, provided (i) the receiving Party shall promptly notify the disclosing Party of any such request for disclosure in order to allow the disclosing Party full opportunity to seek the appropriate protective orders, and (ii) the receiving Party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this Section 7.c. is not intended to permit the disclosure of education records referenced in Section 7.b. unless permitted by applicable law.

e. *Return of Confidential Information.* The receiving Party agrees that it will, within ten (10) days after written request by the disclosing Party, return to the disclosing Party, or at the option of the disclosing Party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing Party, including copies, reproductions, electronic files or any other materials containing Confidential Information. This provision shall not apply to the extent that the receiving Party is required to retain any such Confidential Information by any applicable law, rule or regulation, or by any internal record retention policy, or by any competent judicial, governmental, supervisory or regulatory body or by any backup computer systems that cannot be reasonably deleted, as determined by Pearson.

8. INTELLECTUAL PROPERTY

a. *Ownership of Intellectual Property.* Customer acknowledges and agrees that Pearson or its



Affiliates and/or their third party vendors are the sole owners of the EMS, the Content and Courses, and any other content or materials contained in or delivered to Customer through the EMS or otherwise in connection with the Agreement (collectively the “Pearson IP”). Except for the limited rights granted in the Agreement, neither the Agreement, nor these Terms and Conditions, constitutes a license or other transfer by Pearson to Customer of any Intellectual Property rights in Pearson IP. All right, title, and interest in and to the Pearson IP, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Pearson and its third party vendors, and Customer will use the Pearson IP only as authorized under the Agreement and will not otherwise violate any copyrights or other Intellectual Property rights of Pearson. Any attempted sublicense, assignment or transfer by Customer of any rights hereunder or in the Agreement without Pearson’s prior written consent shall be void. Customer shall not remove any copyright, patent, trademark, or any other proprietary rights legends from the Pearson IP. The placement of a copyright notice on any portion of Confidential Information does not mean that such portion has been published and will not derogate any claim of trade secret or confidentiality protection for the same.

b. *Jointly Developed Courses.* The Parties may jointly develop one or more Courses if agreed upon in the applicable Agreement. Unless otherwise agreed by Pearson and Customer, any courses jointly developed by Pearson and Customer and all Intellectual Property rights thereto will be jointly owned by Pearson and Customer (“Joint Courses”). Either Party shall be entitled to modify and create Derivative Works of the Joint Courses. Customer agrees that any Joint Courses and their Derivative Works may be used by Customer solely in connection with the receipt of services under an applicable Agreement or as part of the curriculum provided to Customer’s Students. Customer agrees that Pearson shall be entitled to copy, use, install, license, display, perform, transmit, execute, resell, print, host, distribute and otherwise commercialize the Joint Courses and their Derivative Works. Neither Party shall be required to account to the other Party for a share of the profits in connection with the authorized use of the Joint Courses and Derivative Works hereunder.

c. *Trademarks.* Subject to and in accordance with Section 1.i.iii. in the Agreement, Pearson and Customer each grants to the other Party during the Term a non-exclusive, nontransferable license to use the logos, trademarks, service marks and/or trade names of such Party, as specified in the Agreement (the “Licensed Marks”), but solely in connection with the receipt of services under an applicable Agreement or for purposes of marketing the use of the Educational Products and Services to Customer’s Students and prospective Students in accordance with the requirements of these Terms and Conditions and the related Agreement, and subject to any pre-approval rights set forth in these Terms and Conditions and the related Agreement. All use of the other Party’s Licensed Marks shall be in accordance with any trademark usage guidelines provided by the other Party. Pearson’s current Trademark Usage Guidelines can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Each Party retains all right, title and interest in and to its Licensed Marks and any related proprietary rights not expressly granted to the other Party hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of the owner of such Licensed Marks. A Party may revoke the other Party’s license to the Licensed Marks upon written notice in the event the other

Party breaches any of the terms of this paragraph.

d. *Customer Funds.* No Customer funds shall be used in the development or procurement of any tangible or intangible materials, or any aspect of the Courses, curriculum or educational materials used in connection with the Education Products and Services Pearson provides in furtherance of its obligations set forth in the Agreement. Customer funds paid to Pearson for products delivered and/or services rendered in accordance with the terms of this Agreement shall not be deemed Customer funds once such payment is received by Pearson.

e. *Student Data.* Student specific data, including corresponding Caretaker data, is the property of the Customer and the Student and/or Caretaker, unless and to the extent that Pearson obtains such data from a source other than Customer, including directly from Student (if an emancipated minor or over the age of minority) or such Student's Caretaker. Pearson will not use any such Customer owned Student specific data for any non-Customer related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Use for Customer related purposes shall include any use associated with Pearson's or its subcontractor's responsibility to provide the Educational Products and Services under this Agreement and for the purposes specified in the Privacy Policy. Pearson may freely aggregate Customer owned Student (including Caretaker) specific data for its own purposes so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student or Caretaker. All such aggregated data shall be the property of Pearson. Pearson may freely use all such aggregated data without the consent of Customer.

9. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms and Conditions, and has received all parental and other permissions required to permit Pearson to obtain and retain information (including personal information) from Authorized Users; (ii) only Authorized Users will access the EMS and the Content; (iii) Customer and its Authorized Users will at all times use the EMS and the Content only as expressly permitted by the Agreement and these Terms and Conditions; (iv) in the event that Customer requests that Pearson customize the interface with Customer's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Customer's content on the EMS and Pearson agrees to do so, Customer warrants that it has the full right and authority to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Customer IP"); and (v) the Customer IP, any content, materials and/or information contributed by Authorized Users, and any revisions to the Content by Authorized Users, do not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including, without limitation, statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

10. INDEMNIFICATION.

a. To the extent permitted by applicable law, Customer will defend, indemnify and hold Pearson, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all



liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Pearson that arise from or relate to: (i) any violation by Customer and/or its Authorized Users of the Agreement or these Terms and Conditions; (ii) any downloading of the Content except as authorized in the Agreement or these Terms and Conditions; (iii) any modification or editing made to any portion of the Content; (iv) the use of any portion of the Content with products or services not supplied by Pearson; (v) any breach of Customer's obligations or warranties under the Agreement or these Terms and Conditions; or (vi) the negligence or intentional misconduct of Customer, its employees or contractors, agents or the Authorized Users.

b. Subject to Section 12, Pearson will defend, indemnify and hold Customer, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Customer that solely arise from or solely relate to: (i) a material breach by Pearson of its obligations or warranties (subject to the disclaimer provided for in Section 11) under the Agreement or these Terms and Conditions, or (ii) the negligence or intentional misconduct of Pearson or any of its employees, contractors and agents.

11. WARRANTY DISCLAIMER. CUSTOMER CANNOT ASSUME THE PERFORMANCE OF THE EMS OR OTHER SUCH TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PROBLEMS RELATED THERETO WILL BE CORRECTED, DESPITE PEARSON'S REASONABLE EFFORTS. ACCORDINGLY, EXCEPT FOR ANY EXPRESS WARRANTIES GIVEN IN THE AGREEMENT: (a) THE EMS AND THE CONTENT PROVIDED UNDER THE AGREEMENT ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW; AND (b) PEARSON AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE, NONINFRINGEMENT, COURSE OF DEALING, OR COURSE OF TRADE. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, NEITHER PEARSON NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE EMS AND THE CONTENT PROVIDED UNDER THE AGREEMENT WILL MEET ANY REQUIREMENTS OR NEEDS THAT CUSTOMER OR THE AUTHORIZED USERS MAY HAVE, OR THAT THE EMS AND THE CONTENT WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE EMS AND THE CONTENT WILL BE CORRECTED, OR THAT THE EMS AND THE CONTENT ARE COMPATIBLE WITH ANY PARTICULAR OPERATING SYSTEM. FURTHER, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, PEARSON MAKES NO GUARANTEE OF ACCESS TO OR ACCURACY OF THE CONTENT ACCESSED THROUGH THE EMS. IN NO EVENT WILL PEARSON BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE EMS.

12. LIMITATION OF LIABILITY. FOR ANY BREACH OR DEFAULT BY PEARSON OF



ANY OF THE PROVISIONS OF THE AGREEMENT OR THESE TERMS AND CONDITIONS, OR WITH RESPECT TO ANY CLAIM ARISING THEREFROM OR RELATED THERETO, PEARSON’S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE INCLUDING NEGLIGENCE, WILL IN NO EVENT EXCEED THE LESSER OF: (a) THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC COURSES OR PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CLAIM; OR (b) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS UNDER OR RELATED TO THE AGREEMENT OR THESE TERMS AND CONDITIONS, THE AMOUNT PAID BY CUSTOMER UNDER THE AGREEMENT. IN NO EVENT WILL PEARSON BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER OR THE AUTHORIZED USERS BY ANOTHER PERSON, EVEN IF PEARSON, ITS AFFILIATES, OR ITS THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE OTHERWISE FORESEEABLE. PEARSON WILL BE LIABLE TO CUSTOMER AS EXPRESSLY PROVIDED IN THE AGREEMENT OR THESE TERMS AND CONDITIONS, BUT WILL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER INCLUDING ANY LIABILITY FOR NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR ELSEWHERE, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THE AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION, BY CUSTOMER, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT OR THESE TERMS AND CONDITIONS OR OF ANY REMEDY CONTAINED THEREIN. THE AUTHORIZED USERS WILL NOT BE CONSIDERED A THIRD-PARTY BENEFICIARY OF ANY OBLIGATION OF PEARSON TO CUSTOMER.

13. RELEASE. Customer releases and waives all claims against Pearson, its Affiliates, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of Customer’s use of the EMS and Content. California residents waive any rights they may have under §1542 of the California Civil Code, which reads: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Customer agrees to release unknown claims and waive all available rights under California Civil Code §1542 or under any other statute or common law principle of similar effect.

14. INSURANCE. Each Party will maintain and keep in force no less than the amounts of insurance as are reasonable to cover insurable risks associated with operations under the Agreement in minimum amounts required by law or customary for that Party’s business.

15. PRODUCTS WITH TEACHING SERVICES. If the Customer desires a substantial increase in Student enrollments at any one time, or if there is an event of a national or regional scale that causes a sudden surge in enrollments, including Customer’s enrollments, Customer acknowledges that it may take up to two weeks to provide full access to the EMS to such Students for the purpose of utilizing the Products and Services, or the Students may not experience all aspects of the Products and Services immediately, until such time as adequate staffing is in place.

16. SPECIAL POPULATIONS PRODUCT. At all times during and after Pearson’s provision of any services related to special education, the Customer shall continue to serve as the Local Education Agency (LEA) and remain responsible for the provision of Special Education Services, including but not limited to satisfying the requirements of state and federal law, and the provision of a Free and Appropriate Public Education (FAPE) to its students under the Individuals with Disabilities Education Act (“IDEA”). Pearson does not assume any liability and specifically disclaims any and all liability with respect to the Customer’s provision of Special Education Services to its students.

17. GENERAL PROVISIONS.

a. *Independent Contractors.* The Parties to the Agreement are independent contractors, and no agency, partnership, joint venture, franchise, or employee-employer relationship is intended or created by the Agreement and neither Party shall have a right to bind the other Party.

b. *Successors or Assigns.* The rights granted herein shall be non-transferable and non-assignable and the obligations may not be delegated by Customer except with the prior written consent of Pearson and any attempted transfer, assignment or delegation without the required consent shall be void. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

c. *Complete Agreement; Modifications.* The Agreement, together with these Terms and Conditions, constitutes the entire agreement among the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter hereof. The Agreement may not be amended or modified in any way, nor may noncompliance with its terms be waived, except pursuant to a written instrument signed by the affected Party.

d. *Severability.* If any provision of the Agreement, together with these Terms and Conditions, 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 the Agreement.

e. *No Third Party Rights.* The Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in the Agreement 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. *Waiver.* Any waiver by a Party of any default or breach hereunder shall not constitute a waiver of any provision of the Agreement or of any subsequent default or breach of the same or a different kind.

g. *Venue and Applicable Law.* The Agreement shall be governed by the laws of the State of

Texas, without regard to conflict of laws principles. Any legal actions prosecuted or instituted by any Party under the Agreement shall be brought in a court of competent jurisdiction located in Texas and Customer hereby consents to the jurisdiction and venue of any such courts for such purposes.

h. *Surviving Obligations.* All accrued payment obligations under the Agreement, any remedies for breach of the Agreement, and the following Sections will survive any expiration or termination of the Agreement: Section 3.a. (Fees and Taxes), Section 4 (Audit), Section 6.e. (Obligations on Termination), Section 7 (Confidentiality), Section 8 (Intellectual Property), Section 9 (Representations and Warranties), Section 10 (Indemnification), Section 11 (Warranty Disclaimer), Section 12 (Limitation of Liability), Section 13 (Release) and Section 17 (General Provisions).

i. *Force Majeure.* If any circumstance should occur that is not anticipated or is beyond the control of a party or that delays or renders impossible or impracticable performance as to the obligations of such party (except the making of payments and compliance with Intellectual Property rights of a Party), the party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled. Such circumstances shall include, but are not limited to, disasters, acts of God, national emergencies, government regulations, pandemic, epidemic and/or disease or other acts beyond the control of the parties, including downstream effects or consequences of such events (any of them, a "Force Majeure Event"). Upon a Force Majeure Event, the non-performing Party will: (i) immediately notify the Party affected; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Customer or Pearson may elect to terminate the Agreement upon notice to the other Party.

j. *Headings.* All captions and headings in the Agreement or herein are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

k. *Electronic Signatures.* The Agreement and related documents (including these Terms and Conditions) 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 it will not contest the validity or enforceability of the Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of the Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of the Agreement 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.

l. *Publicity.* Neither Party will issue any press releases or other public information about the existence of or specific details regarding the Agreement without the prior written consent of the other Party. However, Customer agrees that Pearson may make reference to its business

relationship with Customer in Pearson’s marketing or sales materials.

m. *Remedies*. The Parties acknowledge and agree monetary damages may not be a sufficient remedy for a breach of Sections 2 (Grant of Rights and Restrictions), 7 (Confidentiality) or 8 (Intellectual Property) and that in the event of a breach or threatened breach of Sections 2, 7 and/or 8, the non-breaching Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or administrative institution of competent jurisdiction. The Parties hereby waive the posting of a bond or other security in connection with any such action. Such remedy shall not be deemed to be the exclusive remedy for a breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

n. *Attorneys’ Fees*. If, for any reason, a successful Party incurs costs of collection and/or attorneys’ fees in otherwise enforcing the Agreement, the unsuccessful Party shall be responsible for and shall pay all attorneys’ fees, costs of collection and all other expenses associated with such collection or enforcement efforts.

Index of Defined Terms

Definitions

“Academic Year” shall mean the school year as defined by the School Calendar under which Customer operates, not including any portion of the year allocated to “summer school” or any similar period, however designated, unless stated otherwise in the Agreement.

“Acceptable Use Policy” means that certain policy governing the use of Pearson electronic resources, including software, hardware devices and network systems, the most current version of which can be found at the [following URL](#), or such other URL as Pearson or its Affiliates may designate from time to time.

“Administrative Staff” means any and all individuals employed by or otherwise providing services for or on behalf of Pearson or Customer.

“Affiliate” means any entity controlling, controlled by or under common control with another entity. With respect to Pearson, Affiliates shall also include Pearson plc and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Agreement” shall mean these Terms and Conditions together with any Statement of Work, Educational Services Quote, or any other agreement or price quotation agreed to by the Parties to which these Terms and Conditions are attached and/or into which these Terms and Conditions are incorporated into by reference, together with any amendments, modifications, or renewals of such Statement of Work, Educational Services Quote, or other agreement or price quotation.

“Authorized Users” shall mean the Students, Caretakers, Learning Coaches, Teachers, Instructional Aides, Administrative Staff, and Mentors who are authorized to access the EMS, the Content and Courses pursuant to these Terms and Conditions and the related Agreement.

“Caretaker” shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student where over the age of 18 or otherwise legally emancipated.

“Certified” when used with respect to Pearson Teachers, shall mean that such teachers are



certified in one of the fifty United States, but not necessarily certified in Customer's State. "Confidential Information" shall mean proprietary business, technical and financial information of each of the Parties, including for example and without limitation, each Party's respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other Student-related or Caretaker-related personal information; (g) the terms of the Agreement; (h) login and password information for the EMS; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the EMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving Party or to which the receiving Party is otherwise given access by the disclosing Party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing Party at all times, and the Parties hereby acknowledge and agree that all such Confidential Information of a Party are its trade secrets. Except as specifically provided for herein, nothing contained in the Agreement or herein shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise.

"Content" means the components of a Course and/or SDR licensed, designed, developed, owned or provided by Pearson and its third party content partners and delivered in an online format through the EMS or in an offline format (textbooks and other materials) to teach Students in various subjects in grades K–12 and/or to deliver resources in connection with the Services. Content may include courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures, charts, and, in the case of Courses delivered via the EMS, Teachlet® tutorials and LiveLesson® sessions. Pearson reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion.

"Course" means a program of instruction provided by Pearson, which includes Content accessed through the EMS and may include support from Pearson Teachers and/or Instructional Aides, as specified in the applicable Agreement.

"Derivative Works" include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content.

"Educational Products and Services" shall mean the educational products and/or services to be provided by Pearson to Customer pursuant to the Agreement to which these Terms and Conditions are attached and/or into which these Terms and Conditions are incorporated by



reference.

“Enrollment Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through Pearson marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement, including leads, developed and collected through radio, online and television advertisements, online and in person information sessions, the Website, surveys and petition gathering efforts, and other marketing activities performed on behalf of Pearson and/or the Customer

“Educational Services Quote” shall mean that certain document identified as an Educational Services Quote, provided by Pearson to Customer and accepted by Customer, setting forth certain Educational Products and Services being obtained by Customer from Pearson as well as such other business terms to which the Parties agree to be bound.

“EMS” means the website or Education Management System (also sometimes referred to as “Pearson Connexus®” or “Connexus®”) with the URL <http://www.connexus.com>, or such other URL as Pearson or its Affiliates may designate from time to time, through which Authorized Users access Pearson Content via a secure, password protected website. The features and functions of the EMS may be modified and/or updated from time to time by Pearson. Access to the EMS is governed by the Terms of Use located at <https://support.ems.connexus.com/hc/en-us/articles/115004881953-Terms-of-Use> and defined herein.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“Instructional Aides” means any and all individuals who are involved in supporting, facilitating or assisting in the provision of instruction, assessment and/or other Services to Students. Instructional Aides may include Tutors if Pearson is providing tutoring services under the applicable Agreement.

“Instructional Services” means the provision of all Teachers or other professionals necessary to fully deliver the Education Program to Students. Teachers shall be subject-matter credentialed and licensed under the laws of any state (including the District of Columbia) that comprises the United States, but need not be licensed under the laws of the Customer’s state. Teacher responsibilities shall include integrating state-of-the-art instructional tools and the Content to engage and instruct Students; creating individualized lesson plans and instruction; providing engaging real-time instruction and one-on-one support via LiveLesson® sessions, phone and e-Mail; and tracking Student progress.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Enrollment Leads, data and materials and other related collateral developed by Pearson, regardless of whether such data, materials and collateral are developed specifically for the Customer.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over the age of 18 or otherwise legally



emancipated, who will be responsible for all of the non-instructional aspects of the Student's virtual learning program that contribute to a Student's success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with Caretakers in situations where the Learning Coach and Caretaker are not one and the same person, and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement. Additionally, Learning Coaches may be responsible for receiving materials from Pearson and distributing them to their Students.

"POA" means the Pearson Online Academy, an accredited online private school operated by Pearson.

"Privacy Policy" means that certain statement of Pearson's practices for handling personally identifiable and non-personally identifiable information gathered by Pearson through the EMS or any website maintained by Pearson from time to time. Pearson's Privacy Policy is accessible from the log-in page of the EMS.

"Related Services" shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psych-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.

"School Calendar" shall be the days when Services under this Agreement will be delivered to Students. Pearson will provide Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under State law. The School Calendar for each Academic Year shall be as approved by Customer and Pearson taking into account all reasonable comments and suggestion by Pearson and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

"School Handbook" shall mean the set of policies, rules and guidelines that are to be followed by Students, Instructional Aides and Mentors.

"SDR" means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the EMS or otherwise.

"Services" means any service provided by Pearson to Students, including therapeutic or educational services, under the terms of the Agreement between Customer and Pearson.

"Statement of Work" shall mean that certain document identified as a Statement of Work, executed by Customer and Pearson, setting forth certain Educational Products and Services being obtained by Customer from Pearson as well as such other business terms to which the Parties agree to be bound.

"Student" means any person who is enrolled in one or more Courses offered by Pearson under the terms of the Agreement.

"Student Records" shall mean those "educational records," as defined in subsection (a)(4)(A) of FERPA (as defined above), which Customer or Pearson is required to retain in accordance with state law.

"Special Education Services" shall mean all necessary special education programs and services,



including the development and implementation of IEPs and Section 504 plans, ELL plans, Gifted education plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Needs Students” shall mean Students (as hereinafter defined) with a disability who require specially designed instruction, accommodations and/or modifications to meet such Student’s unique needs under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Teacher” means any and all educators (including Pearson Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of the Agreement.

“Terms of Use” means certain rules governing how Authorized Users may and may not use the EMS and any Content accessible through such EMS. The Terms of Use are accessible from the log-in page for the EMS.

“Tutors” means individuals employed or contracted by Pearson to provide tutoring services with respect to one or more Courses. Tutors may or may not hold teaching credentials.

“Website” means the Pearson website with the URL <https://www.pearson.com/us/prek-12/products-services-teaching/online-blended-learning-solutions/connections-learning.html> and any subpages connected thereto.

9.C. Consider updates to Board Policy FDA (Local)

No Interdistrict Transfers

A nonresident student shall not be permitted to attend District schools except as provided below.

Exceptions

Kindergarten-Grade 8

A resident student in kindergarten-grade 8 who becomes a nonresident during the school year may apply to remain enrolled in the District for the remainder of the school year on a tuition basis as long as the enrollment does not place the class/school in violation of the maximum class size allowed by law.

Grades 9-12

A resident student in grades 9-12 who becomes a nonresident during the school year may apply to remain enrolled in the District for the remainder of high school on a tuition basis.

Children of Nonresident Employees

A nonresident full-time District employee may request that his or her child be admitted into District schools by filing an application with the Superintendent. Transfers shall be granted for one regular school year at a time, on a tuition-free basis.

Bryan Collegiate High School Nonresident exceptions

A nonresident student may apply to attend Bryan Collegiate High School, [Bryan High School's International Baccalaureate Program](#), [Rudder High School's AP Capstone Program](#), [The Explore Academy for Highly Gifted Students at Ross Elementary](#), and the [Bryan Virtual Academy](#) and will be considered for enrollment after all resident students have been considered. Transfers shall be granted for one regular school year at a time, on a tuition-free basis.

Factors

In approving transfers, the Superintendent shall consider the availability of space and instructional staff and the student's disciplinary history and attendance records.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.

Tuition

If the District charges tuition, the amount shall be set by the Board, within statutory limits.

Waivers

The Superintendent may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

10. Closed Session

10.A. Discuss issues pertaining to appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Texas Government Code 551.074

10.B. Discussion related to a public school student, wherein personally identifiable information will necessarily be revealed - Texas Government Code 551.0821

11. Reconvene in Open Session

12. Adjourn

Posted: Tuesday, April 28, 2026 @ 5:45 PM



For the Board of Trustees