

NORTH LITTLE ROCK SCHOOL DISTRICT OFFICE OF THE SUPERINTENDENT AGENDA

Special Meeting - Board of Education

Administration Building 2400 Willow Street North Little Rock, AR 72114

Viewers will be able to watch the meeting live on YouTube. The YouTube Channel is NLRSD Board Meetings.

Thursday, April 7, 2022 05:30 PM

PUBLIC COMMENTS

1. CALL TO ORDER

Dr. Rochelle Redus, Board President

2. ROLL CALL OF MEMBERS

Dr. Rochelle Redus, Board President

Mrs. Dorothy Williams, Board Vice President

Ms. Angela Person-West, Board Secretary

Mrs. Cindy Temple, Board Disbursing Officer

Vacant, Board Parliamentarian

Mr. Tracy Steele, Board Legislative Liaison

Mrs. Natalie Wankum, Board Member

3. EXECUTIVE SESSION

4. ACTION ITEMS - NEW BUSINESS

4.1 Employment of Personnel

Presenter: Mr. Jacob Smith, Executive Director of Human Resources

4.2 School Board Term Limits

Presenters:

Mr. Brian Brown, CFO

Mr. Jay Bequette, Chief Legal Counsel

NLRSD Board Resolution - Rezoning and Drawn Lots (p. 3)

Rezoning Letter to ADE 040722.docx.pdf (p. 5)

Board Resolution- Drawn Lots & Terms (p. 6)

Board Member Term Chart (p. 8)

Board Resolution- Rezoning 040722.docx.pdf (p. 9)

4.3 2022-2023 Pearson Virtual Learning Programs

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Presenter: Dr. Torrye Hooper, Deputy Superintendent
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2022-2023 Pearson Virtual Learning (p. 11)

North Little Rock Fall 2022 Quote.pdf (p. 13)

North Little Rock School District First Amendment (p. 14)

SOW - North Little Rock School District-Final (p. 16)

4.4 Service Learning Project

Presenter:

Ms. Kathy Hale, Student Information Specialist / SMS Cycle Coordinator, School Counselor Supervisor

NLRSD Yellow Sheet - CSL Partner (p. 36)

Community Service Learning Partner Application - The Studio Theatre (p. 38)

5. ADJOURNMENT

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NORTH LITTLE ROCK SCHOOL DISTRICT

Board Packet – April 7, 2022

Page | 1

Licensed Personnel Resignations, Retirements, Terminations

Sara Logan Principal, Lakewood Elementary

Effective: 06/23/2022

Retirement

William Washburn Teacher, North Little Rock Middle School 7/8

Effective: 05/27/2022

Retirement

Hannah Shoemaker Teacher, Ridge Road Elementary

Effective: 05/27/2022

Resignation

Alexandria Rodgers Teacher, North Little Rock Center of Excellence

Effective: 05/27/2022

Resignation

Leslie Krebs Teacher, North Little Rock High School

Effective: 05/27/2022

Resignation

Sandra Bryant Dyslexia Interventionist, Lakewood Elementary

Effective: 05/27/2022

Retirement

Rolando Valls Teacher, North Little Rock High School

Effective: 05/27/2022

Retirement

Tanya Valls Teacher, North Little Rock High School

Effectiive: 05/27/2022

Retirment



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Licensed Transfers and Changes

Taylor Gonzales Special Education Aide, North Little Rock Middle 7/8

to Special Education Teacher, Ridge Road Elementary

Effective Date: 08/16/2022

Brooke Meeks Special Education Aide, Amboy Elementary to Special

Education Teacher, North Little Rock High School

Effective Date: 08/16/2022

Hunter Hernandez Special Education Teacher, North Little Rock High

School to Special Education Teacher, Glenview

Elementary

Effective Date: TBD

New Licensed Personnel Information

Name: Carlie Crump

Proposed Assignment: Special Ed Teacher, North Little Rock Middle 7/8

Position Type: Full Time Effective Date: 08/16/2022

Page | 2

Licensure Information: Standard 5 Year Special Education K-12 (Pending)

Teaching Experience: New Teacher Position Status: Vacant

Name: Hannah Binyon

Proposed Assignment: Social Studies Teacher, North Little Rock Middle 7/8

Position Type: Full Time Effective Date: TBD

Licensure Information: Standard 5 Year Social Studies 7-12

Teaching Experience: New Teacher

Position Status: Vacant

Classified Personnel Resignations, Retirements, Non-Renewals and Terminations

Macy Sorvillo Reach Paraprofessional, Boone Park Elementary

Effective: 04/01/2022

Resignation

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North Little Rock School District

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Willie Williams Child Nutrition Assistant, CN Office

Effective: 05/27/2022

Retirement

Page | 3

Ruby Miller Child Nutrition Assistant, CN Office

Effective: 04/01/2022

Resignation

Don Crutchfield Bus Driver, Transportation

Effective: 03/27/2022

Resignation

Classified Personnel Transfers and Changes

Corey Goodman Special Education Paraprofessional, Crestwood Elementary

Effective: TBD

Vacant

Jacquelyn Bonnette Administrative Assistant for Director of School Safety,

Security and Medical Service, Annex

Effective: TBD

Vacant

Classified New Hires

Elena Clark Child Nutrition Assistant, CN Office

Effective: TBD

Vacant

Lisa Foster Child Nutrition Assistant, CN Office

Effective: TBD

Vacant

Ronald Martin Full-Time Campus, North Little Rock High School

Effective: TBD

Vacant

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North Little Rock School District Agenda Item for the Board of Education

| Board Agenda: April 7, 2022 | | | |
|---|---------------------------------------|--|--|
| Document Title/Subject: | Board Rezoning & Drawn Lots and Terms | | |
| Preparation Date: April 4, 2022 | | | |
| Person Preparing: Mr. Teddy Stewart (Bequette, Billingsley, and Kees) | | | |
| Department: | School Board | | |
| For Board:X_ActionInformation | | | |
| | | | |
| Purpose: Board to approve resolutions on board rezoning and drawn lots and terms | | | |
| Summary: Mr. Stewart has prepared the attached resolutions for board approval. | | | |
| Major Category: Administration | | | |
| Information/Action: Action | | | |

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AGENDA ITEM FOR THE BOARD OF EDUCATION

| Sponsoring Executive Team Member: Brian Brown |
|---|
| Staffing Implications: N/A |
| Fiscal Impact/Dollar Amount: N/A |
| Budgeted: N/A |
| Budget Source: N/A |
| Date Reviewed by Executive Team: N/A Reviewed as information item by board at the March 17, 2021 meeting. |
| INFORMATION/ACTION: Board Rezoning and Drawn Lots and Terms Resolutions |
| Board Approved:(Date) |
| Board President/Designee(Signature) |

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April 7, 2022

Lori Freno Office of Legal Counsel Arkansas Department of Education 4 Capitol Mall Room 301-A Little Rock, Arkansas 72201 Phone: 501-682-4227

Fax:501-682-4249

Re: North Little Rock School District

Ark. Code Ann. § 6-13-631(g)(1)(C)

Dear Ms. Freno:

The North Little Rock School District ("District") is not required to rezone its Board under the provisions of Ark. Code Ann. § 6-13-631. The District is exempt from the provisions of this code as it has previously zoned and is otherwise in compliance with the Voting Rights Act of 1965, as amended. See Ark. Code Ann. § 6-13-613(g)(1)(C).

The District is divided by seven (7) zones, respectively represented by seven (7) total Board members. The District will continue to adjust zones in a manner that complies with all relevant state and federal laws.

In compliance with Ark. Code Ann. § 6-13-631(h)(1)(A), this letter shall serve to clarify that the District does not fall under this section, and that it is in compliance with Arkansas law.

Sincerely,

Dr. Gregory J. Pilewski Superintendent North Little Rock School District

RESOLUTION OF THE BOARD OF EDUCATION OF THE NORTH LITTLE ROCK SCHOOL DISTRICT REGARDING BOARD MEMBER TERMS

WHEREAS, the Board of Education of the North Little Rock School District ("District") met in regular session on April 7, 2022, in North Little Rock, Arkansas; and

WHEREAS, Arkansas Code Annotated § 6-13-608—Length of Directors' Terms requires all members of a board of directors to be elected to a term of office of not less than three (3) years nor more than five (5) years in length and with the expiration of such terms so arranged that, as nearly as possible, an equal number of positions are filled each year; and

WHEREAS, Arkansas Code Annotated § 6-13-631—Effect of Minority Population on Election requires Board members to establish initial terms by lot so that an equal number of positions are filled each year; however, section § 631 also requires a member of a school district board of directors to serve a five-year term.; and

WHEREAS, the Board of Education of the North Little Rock School District has previously adopted a Resolution recognizing it is exempt from Arkansas Code Annotated § 6-13-631; therefore, this Board will resolve its directors' terms under Arkansas Code Annotated § 6-13-608; and

WHEREAS, Arkansas Code Annotated § 6-13-615—Local Option to Elect Directors from Single Member Zones requires Board members to, by lot, establish their initial terms so that an equal number of positions are filled each year and not more than three (3) members' terms expire each year; and

WHEREAS, Arkansas Code Annotated § 6-13-608—Length of Directors' Terms requires Board members to not serve more than one (1) full term as a holdover; and

WHEREAS, Arkansas Code Annotated § 6-13-608—Length of Directors' Terms requires an election be held after one year of holdover. If the holdover member is not elected after a full year of holdover, the position is vacant, and the Board must fill the vacancy; and

WHEREAS, Arkansas Code Annotated § 6-13-611—Vacancies Generally requires the Board to fill a vacancy by appointment and the individual appointed must be a qualified individual residing in the same zone as the vacant position; and

WHEREAS, Arkansas Code Annotated § 6-13-611—Vacancies Generally requires an appointed director to serve only until the next annual school election, at which time the electors shall select in the usual manner directors to serve the unexpired terms of the vacating directors; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the North Little Rock School District, hereby adopts this resolution for Board member terms in compliance with Arkansas law and outlined as follows:

1. That members of the North Little Rock School District Board of Directors shall serve four (4) year terms, in compliance with Arkansas Code Ann. § 6-13-608. 2. That North Little Rock School District has drawn lots to establish terms as required by Arkansas Code Ann. § 6-13-608(a) and § 6-13-615(e). 3. That after drawing lots, the Board of Directors has determined that Board members in and Zone will serve initial terms of 3 years and shall stand for election during the 2024 calendar year. 4. That after drawing lots, the Board of Directors has determined that Board members in and Zone will serve initial terms of 4 years and shall stand for election during the 2025 calendar year. 5. That following the initial terms established in paragraphs three and four above, Zones Two (2), Three (3), Five (5) and Seven (7) shall serve four (4) year terms, until otherwise established by resolution, or under the terms of vacancy recognized by paragraph 8 of this resolution and Arkansas law. 6. That Zone One (1), which is up for election in 2022, shall stand for election during the calendar year of 2026. 7. That Zone Four and Zone Six, which are up for election in 2023, shall stand for election again during the calendar year of 2027. See attached Four Year Term document for clarity. 8. That, if a vacancy should occur, the Board of Directors shall appoint a qualified individual to serve until the end of the then-current election year. The appointed Board member, after standing for said election, shall serve the time remaining for the Zone and Board member who created the vacancy. (Ex.: If Zone 4 became vacant in the spring of 2024, the Board will appoint a qualified individual who would stand for election in the fall of 2024. Following the election, the appointed Board member will run again in 2027, along with Zone 6. See attached Four Year Term document for 9. That under the normal election cycle, Zone 1 will expire in 2022, and therefore be the only zone open for election in 2022. 10. That at all times the Board, the Superintendent, or any designees of the District will comply with all relevant Arkansas laws. Dated this 7th day of April, 2022. Rochelle Redus, President **CERTIFICATION** I, Angela Person-West, Secretary of the Board of Directors of the North Little Rock School District, hereby certify that the above and foregoing resolution was considered and adopted by said Board at a regular session on April 7, 2022. Angela Person-West, Secretary

T. "Teddy" Stewart



| 4 Year Term Example | Up For Election | Up For Election |
|------------------------|-------------------|-----------------|
| 2022 | Zone 1 | |
| 2023 | Zone 4 | Zone 6 |
| 2024 | Zones& | Zones& |
| 2025 | Zones& | Zones& |
| 2026 | Zone 1 (again) | |
| 2027 | Zone 4 (again) | Zone 6 (again) |

RESOLUTION OF THE BOARD OF EDUCATION OF THE NORTH LITTLE ROCK SCHOOL DISTRICT REGARDING ZONES FOLLOWING THE 2020 CENSUS

WHEREAS, the Board of Education of the North Little Rock School District ("District") met in regular session on April 7, 2022, in North Little Rock, Arkansas; and

WHEREAS, the Arkansas Code Annotated § 6-13-631—Effect of Minority Population on Election requires a board of directors to choose to elect members from five (5) or seven (7) single-member zones or from five (5) single-member zones and two (2) at large, following the decennial census; and

WHEREAS, the North Little Rock School District has already zoned in compliance with Arkansas Code Annotated § 6-13-631—Effect of Minority Population on Election, having chosen to have seven board members, elected through seven substantially equal zones; and

WHEREAS, under the Arkansas Code Annotated § 6-13-631—Effect of Minority Population on Election, a district previously zoned and otherwise in compliance with the Voting Rights Act of 1965, shall be exempt from the provisions of § 6-13-631; and

WHEREAS, the Arkansas Code Annotated § 6-13-615—Effect of Minority Population on Election requires zones to have substantially equal population, with boundaries on the most recent available federal decennial census information; and

WHEREAS, the Arkansas Code Annotated § 6-13-616—Qualifications of Directors requires candidates from a single member zones be qualified electors and residents of the school district zones which they serve; and

WHEREAS, the Board of Education has conducted a review of the available data from the 2020 census and the applicable law; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the North Little Rock School District, hereby adopts this resolution for election zones in compliance with Arkansas law and outlined as follows:

- 1. Under Arkansas law, North Little Rock School District is not required to redraw its zones as it is exempt under Arkansas Code Ann. § 6-13-631(g)(1)(C).
- 2. That North Little Rock School District is currently zoned in compliance with the Voting Rights Act of 1965, as amended.
- 3. That under the normal election cycle, Zone 1 will expire in 2022, and therefore be the only zone open for election in 2022.
- 4. That at all times the Board, the Superintendent, or any designees of the District will comply with all relevant Arkansas laws and the Voting Rights Act of 1965, as amended.

| Rochelle Redus, President |
|---|
| CERTIFICATION I, Angela Person-West, Secretary of the Board of Directors of the North Little Rock |
| School District, hereby certify that the above and foregoing resolution was considered and adopted by said Board at a regular session on April 7, 2022. |
| Angela Person-West, Secretary |

Dated this 7th day of April, 2022.

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North Little Rock School District Agenda Item for the Board of Education

| Board Agenda: April 7, 2022 |
|--|
| Document Title/Subject: 2022-2023 Pearson Virtual Learning Programs |
| Preparation Date: March 31, 2022 |
| Person Preparing: Torrye D. Hooper Ed.D, Deputy Superintendent |
| Department: District Office |
| For Board:x_ActionInformation |
| Purpose: The purpose of this information is to continue the collaboration of virtual learning for students in the district. The license ensures certified instructors, live lessons, along with special populations training. |
| Summary: Major Category: District Wide |
| Information/Action: The Superintendent recommends this information be presented to the board as an action item. |

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AGENDA ITEM FOR THE BOARD OF EDUCATION

| Sponsoring Executive Team Member: Torrye D. Hoop | er Ed.D, Deputy Superintendent |
|--|--------------------------------|
| Staffing Implications: N/A | |
| Fiscal Impact/Dollar Amount: \$940,715.00 | |
| Budgeted: yes | |
| Budget Source: ESSER | |
| Date Reviewed by Executive Team: April 5, 2022 | |
| | |
| INFORMATION/ACTION: | |
| Board Approved:(Date) | |
| Board President/Designee(S | Signature) |



Pearson Virtual Schools USA 10960 Grantchester Way Columbia, MD 21044 E-mail: poblsalesops@pearson.com

Fax: 1-410-630-4931

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

Expiration Date 4/23/2022

Customer Details:

Sales Consultant Details:

North Little Rock School District

Rhiannon Delano

Brouke Reynolds

2107276259

(501) 906 3839

rhiannon.delano@pearson.com

reynoldsb@nlrsd.org

| Product | Selling Term/UOM | Quantity | Sales Price | Subtotal | Total Price |
|--|---------------------|----------|-----------------|-------------------|-------------------|
| Course Seat with Certified Online Teacher (CS-COT) | 0.00000 | 10.00 | USD 599.00 | USD 5,990.00 | USD 5,990.00 |
| Full Time Student with Certified Online Teacher (FTSS-COT) | 0.00000 | 275.00 | USD 3,399.00 | USD 934,725.00 | USD 934,725.00 |

*All prices in this Document in USD Subtotal USD 940,715.00

Grand Total USD 940,715.00

Statement of Work

This Quote and the delivery and usage of the products listed herein are governed by the Terms and Conditions for Virtual Learning Programs located at https://www.pearson.com/obl-terms-conditions, which are incorporated hereby. In the event of a conflict, prices listed in this Quote govern.

Please note that this quote excludes any applicable sales tax.

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

To accept this quote, please submit a signed and dated copy of this Quote, Attn: {Sales Consultant noted above}, via one of the methods below: **E-mail:** poblsalesops@pearson.com

OR

Fax: 410-630-4931

Authorized by:

Printed Name: ______

Title: _____

Date: _____

Is a PO required prior to billing?____ If yes, please provide PO with signed quote.



PEARSON VIRTUAL SCHOOLS USA VIRTUAL LEARNING PROGRAMS STATEMENT OF WORK FIRST AMENDMENT

| Customer: | North Little Rock School District 2400 Willow Street North Little Rock, 72114 |
|-----------------------------------|---|
| Statement of Work Effective Date: | 7/27/2021 |

The above-named Customer and Pearson Virtual Schools USA are parties to a Statement of Work effective as noted above (the "Statement of Work"). The parties hereby agree to amend the Statement of Work as follows:

- 1. Term. Section 7 (Term) of the Statement of Work is amended such that the Term expiration is now June 30, 2023.
- 2. Exhibit A to the Statement of Work is updated such that the following products and prices apply:

| Offering | Description | Price |
|--------------------------------------|--|----------------|
| Virtual School in a Box: Fu | ll Time Courseware Licenses Bundled with Training & (| Other Services |
| Virtual School in a Box | Each Seat License provides access for one student to be enrolled in up to seven (7) courses for an academic year. An enrollment may be in any offered course within the Pearson Connexus catalog. If a student completes or withdraws from the courses, the license may be reused for another student. | \$299.00 |
| | Virtual School in a Box includes program management services, Help Desk support, onboarding and training, Learning Coach support, special populations assessment, Teaching for Impact, and LiveLesson subscriptions. Minimum purchase of 250 licenses. | |
| CoursewarePLUS Instructional Options | | |
| 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 |



| Add-On Advanced Teaching Training (Online) | | |
|--|--|----------|
| Course Customization | Training on how to use the course customization features | \$500.00 |
| Training | of the EMS to modify and/or personalize courses. | |
| | Training is 2 hours, available to up to 30 teachers. | |
| Special Populations | Training targeted to Special Populations Service | \$500.00 |
| Training | Providers and Case Managers provides guidance on how | |
| | to use the features of Pearson Connexus to support | |
| | individualized plans for students including IEPs, 504s, | |
| | Gifted, and English Language Learners. The training is | |
| | best suited for those who work directly with special | |
| | populations. This training will be delivered as a closed | |
| | enrollment session and participation will be limited to | |
| | Customer teachers. | |
| | Training is 2 hours, available to up to 30 teachers | |

3. In all other respects the Statement of Work shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the Statement of Work, this First Amendment will govern.

Agreed to by:

| Pearson Virtual Schools USA | North Little Rock School District |
|-----------------------------|-----------------------------------|
| By: | Ву: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |



CONNECTIONS EDUCATION LLC DBA PEARSON VIRTUAL SCHOOLS USA VIRTUAL LEARNING PROGRAMS

STATEMENT OF WORK

| Customer: | North Little Rock School District 2400 Willow Street North Little Rock, AR 72114 |
|-----------------|--|
| Contact Person: | Dr. Brouke Reynolds |
| Phone Number: | (501) 906-3839 ext. 1834 |
| Email Address: | reynoldsb@nlrsd.org |

The above-named Customer ("Customer") and Connections Education LLC dba Pearson Virtual Schools USA ("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 "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. <u>Education Program</u>. 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.

b. EMS Access.

- i. In accordance with the license terms set forth herein, a license for the duration of the Term to access the EMS, for purposes of utilizing the Education Program set forth in this Statement of Work, including providing web-based access from non-school sites to the Education Program by Students, Caretakers of Students, Customer Administrator, and other Customer designees.
- ii. Access to other technologies, including those offered through the EMS, lesson scheduling tools, accountability tools, e-mail system, video and audio streaming, and the ability to track Student progress.

c. <u>Instructional Support</u>.

- i. If Customer elects to use Pearson Certified Online Teachers for any Courses, Pearson will provide Pearson Teachers who are Arkansas Certified and subject credentialed, except Arkansas 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 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 human 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.
- ii. If Pearson Teachers are not being used for a Course, Customer must provide Customer Teachers to teach Students enrolled in such Course.
- iii. LiveTutor. If Customer purchases use of LiveTutor under this Statement of Work, Pearson will provide access to academic professionals who:
 - 1. Respond to general questions regarding concepts and assignment instructions for Math, Science, Language Arts, and Social Studies.
 - 2. Respond to student-initiated questions.
 - 3. LiveTutor hours are as follows:
 - a. Science, English, Social Studies and Elementary LiveTutors are available from 9 am 6 pm ET from Monday Thursday and 9 am 5 pm ET on Friday.
 - b. Math LiveTutors are available from 9 am 11 pm ET Monday Thursday and from 9 am 5 pm ET on Friday.
- d. <u>Complaints.</u> 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.
- 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 Program Manager will become the Pearson point of contact.
- g. <u>Program Management</u>. Provide a program liaison ("Program Manager") who shall be the point of contact for the individual designated by the Customer as the Customer-designated Administrator(s) (described below). The Pearson Program Manager shall respond to Customer inquiries and support student achievement in the Education Products through ensuring smooth program start; championing fidelity of implementation; providing consultative support related to effective online program implementation, support schools in implementing best practices for monitoring data and identifying performance trends, and by acting as Pearson's liaison for the Customer.
- h. <u>Training and Professional Development</u>. 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, <u>Exhibit A</u> 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: July September, School Support services Monday-Friday 8:00 am to 8:00 pm (ET) and Student Technical Support services Monday-Friday 8:00 am to 10:00 pm (ET) and Saturday-Sunday 10:00 am to 7:00 pm (ET), excluding Pearson's designated holidays; October June, School Support services Monday-Friday 8:00 am to 8:00 pm (ET) and Student Technical Support services Monday-Friday 8:00 am to 10:00 pm (ET), excluding 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.



- 2. <u>Customer Responsibilities</u>: 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. <u>Course Completion and Transfer Credits</u>. 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. <u>Counseling and Special Education Services</u>. 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. The Customer shall hold Pearson harmless and indemnify Pearson for such access or transfer.
 - g. <u>Customer Administrator</u>. 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 courses must be the courses listed on the NCAA website as Connections Learning/Pearson approved courses.
 - 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. GradPoint courses/content, regardless of delivery format, are not NCAA eligible.
 - iv. Customers may not modify NCAA approved courses. Any necessary modifications may only be made by 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. <u>Limitations</u>: 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.
- 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. <u>Internet Access</u>: 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. <u>Education Program Offerings</u>. <u>Exhibit A</u> 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. <u>Exhibit B</u> 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. <u>Term</u>: This Statement of Work will commence upon its execution by both parties (the "Effective Date") and shall expire on **June 30, 2022**, and may be renewed upon prior mutual agreement of the parties for three (3) consecutive one-year renewal terms (the initial term and each renewal term individually and collectively "Term"). The Education Program in renewal terms may include provision of current or successor technology, as described above. Annually, upon each renewal of the Term, Pearson may increase prices for Educational Products and Services, by no more than Five Percent (5%) each upon mutual agreement of the parties, provided, that such adjusted prices shall not become effective until the first day of the renewal term. **Termination**:
 - a. <u>Grounds for Early Termination</u>. 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.
- b. <u>Obligations on Termination</u>. 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.
- 8. <u>Limitation of Liabilities</u>: 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.
- 9. Notices: All notices, consents and other communications under this Statement of Work shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party). Notwithstanding the foregoing notice procedures, the parties acknowledge that notices regarding the ordinary operation of the Education Program may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.



| If to Pearson: | Pearson Virtual Schools USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Angela Bryant |
|---------------------|--|
| With a copy to: | Pearson Virtual Schools USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Dept. of School Legal Affairs Legal-PearsonOBL@pearson.com |
| | |
| If to the Customer: | North Little Rock School District 2400 Willow Street North Little Rock, AR 72114 Attn: Dr. Brouke Reynolds Email: reynoldsb@nlrsd.org |

10. Miscellaneous:

- a. Governing Law. This Statement of Work shall be governed and controlled by the laws of the State of Arkansas. Any legal actions prosecuted or instituted by any party under this Statement of Work shall be brought in a court of competent jurisdiction located in the State of Arkansas, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.
- b. <u>Severability</u>. 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. <u>Complete Agreement; Modification and Waiver</u>. 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. <u>Sales Tax</u>. 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.
- e. <u>No Third-Party Rights</u>. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
- f. <u>Compliance with Laws, Policies, Procedures, and Rules</u>. Each party will comply with all applicable federal and state laws and regulations.
- g. <u>Headings</u>; <u>Exhibits</u>. 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.



- The Standard Terms are specifically acknowledged as modified as set forth herein:
 - 1. Section 3 C, is amended and restated as follows: "Hold Harmless. Each party ("Indemnifying Party") agrees that it shall defend, indemnify and hold the other party ("Indemnified Party") 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 the Indemnified Party, 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 the Indemnifying Party, 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."
 - 2. Section 13 is amended and restated as follows: "RELEASE. Each party hereby releases and waives all claims against the other party, 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 such party's use of the EMS and Content. "
 - 3. Section 14 is amended to add at the beginning of the sentence "To the extent permitted by law,"
 - 4. Section 16 is amended to provide that the Agreement shall be governed by the laws of the State of Arkansas without regard to conflict of laws principles.
- j. <u>Electronic Signatures</u>. 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.

Agreed to by:

Pearson Virtual Schools USA

By: Nik (stame (Jul 27, 2021 08:35 EDT)

Name: Nik Osborne
Title: VP Sales

Date: 07/27/2021

North Little Rock School District

By: Brian Brown (Jul 26, 2021 21:41 CDT)

 $\frac{\text{Brian Brown}}{\text{CFO}}$ $\frac{\text{O7/26/2021}}{\text{Date:}}$



Exhibit A EDUCATIONAL PRODUCTS AND SERVICES AND PRICES

| Offering | Description | Price |
|---|--|------------|
| Pearson CoursewarePLUS wit | h 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 10 licenses. | \$3,399.00 |
| 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 20 licenses. | \$1,869.00 |
| 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 75 licenses. | \$599.00 |
| 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 150 licenses. | \$329.00 |
| Pearson CoursewarePLUS | | |
| Individual Student Seat – Academic Year | Each Individual Student Seat license provides access for one student to be enrolled in up to six (6) Academic Year courses (or twelve (12) Semester courses) at a time during an academic year. Enrollments may be in any offered courses within the Pearson Connexus catalog. If a student completes or withdraws from their assigned courses, this license may be reused for another student. Minimum purchase of 100 licenses. | \$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 | \$137.00 |



| | assigned courses, this license may be reused for another student. Minimum purchase of 200 licenses. | |
|---|---|---|
| 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 500 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 1,000 licenses. | \$32.00 |
| CoursewarePLUS Instructiona | l Options | |
| LiveTutor Course | LiveTutor Course license provides access to an academic professional who responds to general questions regarding concepts and assignment instructions for one of the core subject areas of math, science, language arts, and social studies, and responds to student-initiated questions through chat, email, and telephone. | \$69.00 |
| LiveTutor Full | LiveTutor Full License provides access to an academic professional who responds to general questions regarding concepts and assignment instructions for the core subject areas of math, science, language arts, and social studies, and responds to student-initiated questions through chat, email, and telephone. | \$99.00 |
| SIS Integration | See addendum 1 | \$7,500 due up front (\$5,000 development fee + \$2,500 annual fee) \$2,500 implementation fee per year |
| District Teacher Training Pack | age – 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. Training is 3 hours, available to 30 teachers per session. | \$600.00 |
| Monitoring Student Progress | Training on how to use the EMS reporting tools to monitor student progress and performance. Enrollment is only open to Customer's teachers. Training is 2 hours, available to 30 | \$450.00 |
| | | |



| | <u> </u> | |
|--|--|------------|
| | teachers per session. | |
| Navigating the Semester Closeout Process | Training on final grading and closing out the semester on the EMS. Enrollment is only open to Customer's teachers. Teachers can register to attend any of the scheduled "Navigating the Semester Closeout Process" sessions. Enrollment is only open to Customer's teachers. Training is 2 hours, available to 30 teachers per session. | \$450.00 |
| On Demand Training Resource | Access to just-in-time learning materials, including tutorials, user guides, training materials, implementation ideas, and more. | Included |
| Administrator Trainings (Onlin | ne) | |
| Getting Started: Training for Administrators | Training for Administrators on using the administrative tools available in the EMS, including how to provision users, copy courses, and enroll students and teachers into course sections. This training is required for all new customers. Training is 2 hours, available to up to 15 administrators. | \$400.00 |
| Reporting on Student Performance | Training for administrators on how to use the EMS reporting tools to monitor student performance. Enrollment is open to Customer and other organizations concurrently. Administrators can register to attend any of the scheduled "Reporting on Student Performance" sessions. This training is only required if Customer is using Pearson teachers. Training is 1 hour, available to up to 15 administrators. | \$200.00 |
| Teacher Professional Develop | ment (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 |
| Special Populations Consulting | a | |
| Initial Consultation and Readiness Survey | This service provides a bridge into a virtual or blended environment and helps the district determine a path for the delivery of services when in-person services may not be able to be delivered. It consists of a survey and interview that covers three main areas: Special Populations Policy, Practices, and Procedures; Special Populations Instructional Implementation; and District Special Populations Operational Logistics. | \$5,000.00 |
| Ongoing Consultation | After the initial consultation and readiness survey, this service provides consultation for 8 hour engagement with Special Populations consultant to help ensure fidelity of service implementation for special needs students. | \$1,200.00 |
| | | |



| 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 |



Exhibit B Pricing and Invoicing

1. <u>Pricing and Invoicing</u>. In consideration for the Education Program provided by Pearson to the Customer during the Term, Pearson shall be paid the sums set forth on <u>Exhibit A</u>, and subject to the terms of the Statement of Work.

a. General.

- i. All Educational Products and Services expire at the end of their duration listed herein, or if not stated, at the end of the then-current Academic Year, unless agreed to otherwise.
- ii. A number of products and services are offered under this Agreement. Customer is responsible for understanding the differences between the options and for its choices to purchase among them. For example, the appropriate license type for a given student is dependent on variables such as the number of courses that student will be enrolled into, which instructional model will be utilized, and whether the student will be provided access to services such as LiveTutor. Customer shall be solely responsible for assigning the appropriate license type to each student and understands that charges will be incurred based on the license that Customer selects.
- iii. If volume discounts are indicated in this Statement of Work, they shall apply as follows: any discount percentage indicated on the Statement of Work will only be applied to the products designated in the Statement of Work (the "Eligible Products") if Customer purchases at least the minimum indicated on the Statement of Work. In the event Customer makes such a qualifying purchase, the discount will also be applied to all subsequent purchases of Eligible Products for the remainder of that Academic Year. Eligibility for volume discounts resets each Academic Year.

b. Payment.

- i. Pearson shall invoice the Customer for any charges incurred during the Term. Customer shall remit payment to Pearson for these invoices within thirty (30) days from the invoice date.
- ii. 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.
- iii. Customer may 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 through Customer's usage of the EMS (such as by Customer enrolling a Student under an enrollment license). Upon Pearson's determination of any charges incurred by Customer, Pearson shall invoice Customer for any such charges. iv. 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, for example if a student enrolls in and then drops a class under an enrollment license purchased by Customer.



Addendum 1 - Integration

<u>SIS Integration.</u> The Customer is contracting with Pearson to integrate Customer's custom SIS with Pearson's EMS to ease administration efforts of users, enrollments and course creations.

1. **General**. The Kimono nightly import method has been selected in connection with this Statement of Work upon approval and fees paid as set forth above. With this integration, the Kimono file standardization has to be followed and files uploaded nightly on a FTPS server. To support this effort to configure an integration between the EMS and the third-party system, EMS credentials appropriate to access and update the information for Customer's school/program domain within the EMS will be created. Purchase of SIS Integration services constitutes Customer's consent for Pearson to configure this EMS user account.

2. Pearson Responsibilities:

- a. Pearson will:
 - i. Extract the files from Kimono and add/update users, enrollments and courses based on implementation guidelines
 - ii. Provide daily email confirming integration processing and error log
 - iii. Provide implementation consultation up front and ongoing during school year
- 3. <u>Customer Responsibilities</u>: The Customer, or Customer's designee, shall be responsible for the day-to-day management of the integration and shall perform any responsibility not explicitly delegated to Pearson under the terms of this Statement of Work, including, but not limited to:
 - a. Define schools participating in integration.
 - b. Defining master courses for auto school course creation. The existing district master courses within the EMS have to be defined in order to have the integration create child copies when new classes (sections) are required within the school(s).
 - c. Existing school users. Before the integration can start, any existing users have to be modified to exactly match the SIS and a manual mapping of the SIS ID needs to be added within the EMS user profile. These fields include:
 - i. First name (SIS first name + middle name)
 - ii. Last name
 - iii. Username
 - iv. SIS unique user ID (user's external ID)
 - d. Upload zip file nightly before midnight EST onto provided FTPS server.
 - e. Provide all files with all columns in accordance to Kimono guidelines. All columns flagged as required must contain data in every row.
 - f. Upload the zip file to our FTPS nightly in accordance to Kimono guidelines.
 - g. Regular review of the error log and correct issues promptly. Failure to correct errors blocking integration sync, will cause the gradebooks to become out of sync



- and delay user creation or enrollment. Review daily to ensure smooth implementation.
- 4. **Pricing**. In consideration for the SIS Integration service provided by Pearson to the Customer during the Term, Pearson shall be paid the sums set forth in Exhibit A.

2400 Willow Street • North Little Rock, Arkansas 7 2114 • (501) 771-8000 • www.nlrsd.org

North Little Rock School District Agenda Item for the Board of Education

| Board Agenda: | April 7, 2022 | |
|--|--|--|
| Document Title/Subject: | Community Service Learning Partner Application | |
| Preparation Date: | 03/01/2022 | |
| Person Preparing: | Kathy Hale | |
| Department: | School Counseling | |
| For Board: X | ActionInformation | |
| Learning Partner application by the NLRSD School Board | Board must approve AND SIGN the new Community Service approving this organization as a district partner. Upon approval, the form will then be sent to the ADE for approval. s application allows NLRHS students to obtain Community cant. School Counseling | |
| Information/Action: | Action – signature required | |

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AGENDA ITEM FOR THE BOARD OF EDUCATION

| Sponsoring Executive Team Member | r: Kathy Hale |
|----------------------------------|---------------|
| Staffing Implications: | N/A |
| Fiscal Impact/Dollar Amount: | N/A |
| Budgeted: | N/A |
| Budget Source: | N/A |
| Date Reviewed by Executive Team: | N/A |
| INFORMATION/ACTION: | |
| | |
| Board Approved: | (Date) |
| Board President/Designee | (Signature) |

Community Service Learning Partner Application for Local and State Board Approval

North Little Rock School District

2400 Willow Street North Little Rock, AR 72114 501-771-8000

Gwen Leger, Community Service Learning (CSL) Coordinator

North Little Rock High School 201 West 22nd Street North Little Rock, AR 72114 501-771-8100

Date: 02-28-2022 **Community Partner Information** Name of non-profit/community organization: The Studio Theatre Name of Director/ Contact Person: Shelby-Allison Hibbs Address: 320 W.7th Strteet, Little Rock AR 72201 Phone Number: 501-374-2615 Email Address: executive director@studiotheatrelr.com Hours of operation: varies What is the mission of the non-profit/community organization? The Studio Theatre exists to enrich the central Arkansas community by providing quality theatre experiences that utilize local talent to challenge and grow every person that sits in our audience. What service(s) does the non-profit/community organization provide? The Studio Theatre believes the heartbeat of artistic expression is providing transformative experiences that challenge your emotions, intellect and worldview. Since it inception in 2014, the Studio has brought theatrical innovation to central Arkansas audiences. Whether it is reimagining the settings and scenery of classic shows, or bringing new and diverse works straight from Broadway to our local 7th street theater, The Studio guarantees local artists and audiences a chance to participate in something truly unique. Please describe the volunteer activities students will participate in at the non-profit/community organization and how those activities may connect to curriculum learning goals. (The Act 648 Implementation guide on the ADE website contains a breakdown of a few subject areas and goals) Volunteer oppertunites include, but are not limted to, working the door for shows, cleaning up around The Studio, set work, crew work, or on stage performances. These oppertunites may connect to learning goals through fine art education. What are the non-profit/community organization procedures and policies to ensure the safety of student volunteers? Volunteers are under the supervision of staff while on the premises. List any special considerations of the non-profit/community organization. Local School Board approval of this site as a district partner Signature of school board president Date of meeting at which site was approved