



**CONNECTIONS LEARNING  
VIRTUAL LEARNING PROGRAMS  
STATEMENT OF WORK**

Customer Name: Portland Public School District  
196 Allen Avenue  
Portland, ME 04103

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**Summary of Educational Products and Services being requested:** Connections Learning, a division of Connections Education LLC ("CL") will provide a virtual education program as more fully set forth in Section 1 below ("Educational Products and Services"). The Educational Products and Services will serve students in grades K through 12 residing within Cumberland, York, Androscoggin, Sagadahoc, Lincoln, Knox, Kennebec, Waldo and Oxford counties, as described in this Statement of Work (the "Program").

**1. Connections Learning Responsibilities:**

- a. **CL Education Program:** Provide the Program during the Academic Year that shall meet the required educational content or other standards in order to be recognized for high school credit in grades 9-12 and for meeting educational requirements in grades K-8. The Educational Products and Services shall include the following:
  - i. Core and elective Courses, augmented by supporting online and offline education resources ("Curriculum").
  - ii. Access to Courses through the International Connections Academy ("iNaCA"), including certain Courses approved by the National Collegiate Athletic Association (NCAA).
  - iii. Semester length Courses.
  - iv. A license to use all required materials in either electronic or print format, as the case may be, including textbooks, curricular materials, ancillary materials such as workbooks, texts and other materials. Materials available electronically and in print format will be provided in the electronic format.
  - v. A CL Teacher that is Certified and subject credentialed. At the Customer's request, CL will provide Customer with CL teacher(s) qualifications, such as state certification, subject credentials, etc.
  - vi. With respect to full-time Students only, a homeroom "advisory" teacher whose responsibilities shall include: monitoring Student participation and performance; assisting Students in navigating the Program related technology and systems; and facilitating communication between the Student, Instructional Aides and the subject matter Teacher on an as needed basis.
  - vii. Modification or adaptation of assessments, instructional approach, and/or lesson presentations by CL Teachers to meet particular student's IEP / 504 Plans as is

reasonably afforded within the Connexus® platform. CL will not be expected to provide additional human resources.

- viii. Periodic reports to Customer, including credits earned, along with grades.
- ix. Co-branded marketing collateral and copy.
- x. Implement Course completion requirements consistent with iNaCA to enable Customer the ability to transfer credits earned.

**b. Connexus® Access:**

- i. A limited, royalty free, nontransferable, license for the duration of the Term to access and use Connexus®, during the Academic Year for purposes of utilizing the Curriculum and Educational Products and Services set forth in Section 1 of this Statement of Work, including providing web-based access to the Program by Authorized Users, as more particularly set forth in CL's Standard Terms and Conditions.
- ii. Access to the following Connexus® modules:
  - A. Gradebook
  - B. Attendance
  - C. Message boards
  - D. Webmail
  - E. Standard Reporting
  - F. Course delivery
- iii. Access to information about Student progress, attendance, performance, participation and other metrics to Students, teachers, parents and the Customer through Connexus®.
- iv. Access to basic student information stored on Connexus®.
- v. Access to standard data fields/elements for the Customer to upload additional enrollment documents into Connexus®.
- vi. Enable Customer to upload additional enrollment information into Connexus®.
- vii. Enable Students and Caretakers to upload information into Connexus®.
- viii. 24/7 technical support through online help (in Connexus®) and live phone support via Connections Support Services to Authorized Users Monday-Friday 9:00 a.m. – 9:00 p.m. (ET) and on-call support all other times.

**c. Professional and Technical Support Services:**

- i. Access to monthly enrollment reports.
- ii. Import enrollment data provided by Customer into Connexus®.
- iii. Tracking of Course materials.
- iv. Online, pre-service and in-service training for program staff.
- v. Creation of a Customer branded registration/enrollment page within thirty (30) days after receipt of necessary information and specifications from Customer. Any such customizations are subject to the approval of CL and Customer.
- vi. Initial set-up for Students.

- vii. LiveTutor™ on-demand instructional assistance.
- viii. The option for a branded log-in page.

## **2. Customer Responsibilities:**

- a. Provide name and logo for the school.
- b. Transmit all necessary enrollment data to CL, including contact and address information and Course selections of the Student. Customer is responsible for the accuracy and appropriateness of all enrollment data and information.
- c. Designate and employ a Customer liaison/coordinator to provide information to prospective families and to address any serious student concerns, including those raised by CL Teachers or other parties.
- d. Ensure Student access to a computer meeting the specifications at: <http://www.connectionsacademy.com/school-experience/hardware/system-requirements.aspx> and the Internet. Internet access must provide sufficient bandwidth to effectively access and use the Courses and other features of Connexus®.
- e. Ensure that the CL Teacher's credentials comply with all applicable state and federal requirements.
- f. Provide weekly onsite face to face instruction for all enrolled Students.
- g. Provide CL with any enrollment documentation the Customer deems relevant for importing into Connexus®- including but not limited to proof of residence, proof of age, report cards, etc.
- h. Provide grade and course placement for students, track graduation requirements and grant diplomas.
- i. Enroll Students in compliance with state and local rules (e.g., Customer to collect proof of immunization if required by the state).
- j. Provide staff and use of facilities for hosting outreach events.
- k. Communicate guidelines and requirements of the Program, including the CL Educational Materials and Hardware Policy, located at: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx> .
- l. Provide all products and services not otherwise specifically set forth in Section 1 above.

## **3. Pricing:**

- a. "Student Seat" shall be defined as a single full-time student taking as many Courses as desired during a specified Academic Year (typically no more than 7 or 8 yearlong courses or 14 semester courses). If a Student withdraws from the Program, the Student Seat is opened up for another Student. The "Student Seat Charge" is CL's annual fee associated with a particular Student Seat.
- b. "Course Seat" shall be defined as a single Student taking a single Course during a specified period. If a Student completes or withdraws from a course, the Course Seat is opened up for that Student or another Student to take any other Course. The "Course Seat Charge" is CL's annual fee associated with a particular Course Seat.

- c. As of the first day that the Customer's first Student becomes active ("Purchase Date") , the Customer will purchase from CL the fixed number of Course Seats and/or a fixed number of Student Seats (together "Purchased Seat Count") as designated by Customer to CL. CL will invoice the Customer a one-time charge based on the total number of Student Seats and the total number of Course Seats purchased by the Customer. All fees will be due and payable within 30 days after the date of invoice. The Purchased Seat Count for a given Academic Year expires at the end of the Academic Year. As of the first day of the following Academic Year (the "New Purchase Date"), the Customer will purchase a new Purchased Seat Count.
- d. Commencing on the first day of the month following the Purchase Date, and on the first day of each month of the Academic Year thereafter, CL shall provide the Customer with an updated count of the total number of Course Seats and the total number of Student Seats occupied by Students as of the last day at 5:00 pm of the prior month ("Occupy Seat Count"). To the extent the Occupy Seat Count exceeds the Purchased Seat Count, CL will invoice the Customer for the difference based on the pricing terms set forth in this section. All fees will be due and payable within 30 days after the date of invoice. Once the Customer pays for those seats that exceed the Purchased Seat Count, the Purchased Seat Count shall be increased to include the additional seats purchased. In the event the Occupy Seat Count does not exceed the Purchased Seat Count, no additional payment to CL shall be due. In the event the Purchased Seat Count exceeds the Occupy Seat Count, no refund or credit to the Customer shall be due.
- e. The pricing options are set forth below.
  - i. CL Teacher – For each Student Seat with CL Teacher purchased on or before December 31 of a given Academic Year during the Term, the Student Seat Charge will be \$4,250. For each Student Seat purchased on or after January 1 of that same Academic Year, the Student Seat Charge will be \$2,125.
    - a. An initial purchase (first Count Date – see above) of 10-49 Student Seats will be \$3,825.
  - ii. CL Teacher – For each Course Seat with CL Teacher purchased on or before December 31 of a given Academic Year during the term, the Course Seat Charge will be \$750. For each Course Seat purchased on or after January 1 of that same Academic Year, the Course Seat Charge will be \$375.
- 4. **Exclusivity:** Customer agrees that for the term of this Statement of Work, CL will be its exclusive online provider of Educational Products and Services; provided that, Customer may use another online provider for any Educational Products and Services that CL has been unable to deliver within a reasonable time after written request by Customer.
- 5. **Term:** This Statement of Work will commence August 1, 2014 and will continue through June 30, 2015 ("Initial Term"). This Statement of Work shall automatically renew for up to five (5) additional one (1) year terms (each a "Renewal Term") unless either party notifies the other of its desire not to renew the Statement of Work no later than February 1 prior to the start of any Renewal Term.
- 6. **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):

If to CL: Connections Education LLC  
1001 Fleet Street, 5th Floor  
Baltimore, MD 21202  
Attn: Marc Guerrasio, Executive Vice President

With a copy to: Connections Education LLC  
1001 Fleet Street, 5th Floor  
Baltimore, MD 21202  
Attn: General Counsel

If to Customer: Portland Public School District  
196 Allen Avenue  
Portland, ME 04103  
Attn: Emmanuel Caulk

With a copy to  
Customer Billing: Same as above

7. **Counterpart Signature:** This Statement of Work may be executed in one or more separate counterparts, each of which when so executed shall together constitute and be one and the same instrument.
  
8. **Standard Terms and Conditions:** This Statement of Work is subject to CL's Standard Terms and Conditions, which are incorporated herein by reference and can be found at <http://www.connectionslearning.com/connections-learning/terms.aspx>. Capitalized terms set forth in this Statement of Work, not otherwise defined herein shall have the meaning ascribed to them in the Standard Terms and Conditions. Once this Statement of Work is executed by the parties, the Statement of Work, including any subsequent amendments thereto, and the Standard Terms and Conditions together will comprise the agreement of the parties. This Statement of Work shall be read so as to be compatible with the Standard Terms and Conditions. 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.

Agreed to by:

**CONNECTIONS LEARNING**

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

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

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

**PORTLAND PUBLIC SCHOOLS**

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

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

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