

PEARSON VIRTUAL SCHOOLS USA
VIRTUAL LEARNING EDUCATION PROGRAMS

STATEMENT OF AGREEMENT

Customer Name: Minnesota Transitions Charter School
Contact Person: Shawn Fondow
Phone Number: 612-722-9013
Email Address: sfondow@emailmtcs.org
Effective Date: July 1, 2024
Expiration Date: June 30, 2029

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1. **Background Information.** Minnesota Transitions Charter School (“Customer”), a Minnesota Charter School, is contracting with Connections Education LLC, also doing business as Pearson Virtual Schools USA (“Pearson”) to receive access to certain virtual education products through Pearson’s education management system (“EMS”), along with associated support services, as more fully set forth in the attached Schedules (collectively, the “Education Program”). The Education Program is to be offered state-wide in Minnesota (the “State”) to Students in a Customer sponsored K through 12 virtual academic program under the name Minnesota Connections Academy (“School”). Customer and Pearson together are sometimes collectively referred to herein as Parties and individually as a Party. The Parties’ rights and responsibilities are set forth in the schedules attached hereto and incorporated herein by reference, and for the convenience of the Parties are organized as set forth below. Upon mutual written agreement of the Parties, schedules can be amended or restated without amending or restating the remainder of the schedules or this cover page.
 2. **Term.** This Agreement will commence on July 1, 2024 (“Effective Date”) and expire on June 30, 2029 (the “Term”), unless otherwise renewed (“Renewal Term”).

3. **Pearson Rights and Responsibilities.**

- a. The Education Program, described on Schedule 1;
- b. Special Education Services, described on Schedule 2;
- c. Employment and Staffing, described on Schedule 3;
- d. Staff Related Services, described on Schedule 4;
- e. Customer Success Partner Team: School Success Partner, Academic Success Partner, and Solutions Partner, described on Schedule 5;
- f. Enrollment, Academic Placement and Public Information Campaign services, described on Schedule 6;
- g. Student Record Services, described on Schedule 7;
- h. Technology and Facility Services, described on Schedule 8;

4. **Customer Responsibilities.**

- a. All responsibilities not specifically delegated to Pearson are the responsibility of Customer and are generally organized for Customer's convenience in Schedule 9, with additional references to Customer's responsibilities in other attached schedules;
- b. Collection of Funds, Pricing and Payment Terms, described on Schedule 10;

5. **Additional Schedules.**

- a. Notice Information, described on Schedule 11;
- b. Insurance Policies, described on Schedule 12;
- c. Legal Terms, described on Schedule 13; and
- d. Index of Defined Terms described on Schedule 14.

This Agreement, including the attached Schedules, comprises the entirety of the Parties' agreement.

Agreed to by:

PEARSON VIRTUAL SCHOOLS USA

**MINNESOTA TRANSITIONS
CHARTER SCHOOL**

By: Lorin Thomas-Tavel
Lorin Thomas-Tavel (May 29, 2024 19:15 GMT+1)

By: Tyler Frankhouse
Tyler Frankhouse (May 29, 2024 13:07 CDT)

Title: PVS Managing Director

Title: Chair, Board of Directors

Date: 05/29/2024

Date: 05/29/2024

Schedule 1
Education Program

1. Curriculum. Pearson will provide the Education Program which includes educational content and materials delivered primarily through the internet and other electronic means (“Curriculum”) which, when supplemented with Teacher provided additions and modifications, meets the State standards. The Curriculum includes:
 - a. Pearson standard Course offerings, access to teacher-directed extended learning activities, non-School directed extracurricular activities, and other special events.
 - b. To the extent permitted by state law, optional access to certain courses taught through the Pearson Online Academy
 - c. A license to use Pearson’s standard instructional materials (“Instructional Materials”). Instructional Materials will be provided in compliance with Students’ individualized education plan (“IEP”) or 504 Plan when available.
 - d. To the extent reasonably possible as part of the Education Program, provide services and accommodations for assessments, instructional approach and/or lesson presentation to meet individual needs of a Student to the extent documented on an IEP or 504 plan provided to Pearson.
2. EMS Access. Pearson grants Customer a license for the duration of the Term to access and use Pearson’s proprietary technology platform (the “EMS”), so that Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff have access to the Education Program.
3. Personalized Learning Plan Protocol. Provide Teachers with resources and assistance designed to enhance Teachers’ effectiveness in creating a Personalized Learning Plan (“PLP”) for each Student that will meet or exceed any educational standards established by the State.
4. Testing and Assessments. Support School in the administration of benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the Student’s mastery of core concepts and readiness for the State standardized tests or other State mandated testing, as more fully described in Schedule 9, Section 4.
5. Training.
 - a. Provide Customer and School Staff with necessary training in Pearson protocols and continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively “Training”) that support the School mission and delivery of the Education Program and which will allow the respective School Staff to comply with applicable laws that specify Training requirements.
 - b. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and Community Coordinators on the Curriculum, use of the EMS, various Pearson policies and procedures, and other topics relevant to successfully engaging the Education Program.

- c. All costs associated with such Training shall be the responsibility of Pearson, including related travel, housing, meal and hospitality costs. Pearson's sponsored training will be for the purpose of supporting the School's education mission and other related official school business.
6. NCAA. So long as the School meets the Pearson NCAA criteria and agrees to deliver courses and instruction in compliance with the NCAA Guidelines for Connections Academy Schools (both criteria and Guidelines found here: <https://www.connexus.com/library/launch.aspx?id=80237>), the School will be included in the Connections Academy "district" for NCAA purposes at no additional fee, which will entitle Students to receive access to high school courses that meet the NCAA Eligibility.
7. Public Website. Maintain a public web site on behalf of the School that will contain or link to any information required by applicable law. The web site, its design, layout and non-School specific content is the exclusive property of Pearson.
8. Health and Safety: Assist the Customer in the development of training and policies related to the following standards regarding health and safety:
 - a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;
 - b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;
 - c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law, including Title IX related violations; and
 - d. Complying with all state immunization laws.

Pearson will conduct audits on a routine basis to track School Staff participation in such trainings, as well as the number of behavior incidents covered by these trainings and policies and reported by the School in either the Student log, the Issue Aware ticketing system or other location, the results of which will be shared with Customer.
9. Counseling and Related Services: Pearson will provide services to support, monitor, and train the School in its provision of academic counseling, life skills counseling, college and career counseling, as well as completion of state specific counseling tasks (transcription, AP exam scheduling, graduation counseling, student safety monitoring support, etc.) and other related services to Students, including assisting in the development of protocols and providing consultative support in connection with the protocols.
10. Additional Programs. Make available to Students additional programs such as Career Technical Education, STEM, extended year and accelerated options to the extent permitted by State law, and taking into consideration enrollment demand, funding availability, and other programmatic considerations Pearson deems relevant in determining the feasibility of implementing such programs.
11. Program Oversight. Pursuant to the terms of this Agreement, and as a part of the Pearson fee for Educational Services and Pearson's Program responsibilities, Pearson shall make key personnel reasonably available for advisement and consultation with Customer's

representatives who are responsible for managing or overseeing the Education Program. Except to the extent otherwise agreed, all costs, including reasonable hospitality related expenses, incurred in connection with Program Oversight, shall be paid out of the fee for Educational Services paid to Pearson and, therefore, Customer shall not be separately assessed for any costs incurred by Pearson in connection with its Program Oversight related responsibilities outlined in this Section.

- a. Customer Oversight Assistance Program. In furtherance of the Customer's oversight responsibilities referenced in this Schedule, during each Academic Year during the Term, including any summer school session, Pearson will provide to the Customer for use by students enrolled in Customer schools Minnesota Connections Academy, preferred pricing for its annual courseware seat licenses. Any such license shall be subject to a separate agreement between the parties.

12. Periodic Review. Pearson has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand and it has an inherent interest in protecting the goodwill generated in connection therewith and the academic integrity of the Education Program. The Parties also recognize that the Customer has a vested interest in Pearson protecting such goodwill, as well as the academic integrity of the Education Program in connection with the School's mission to advance the education interests of its Students. Accordingly, Pearson is hereby obligated and authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Education Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Customer, Administrative Staff and/or Teachers any deviations from established Pearson policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Pearson takes note of in connection with such ongoing or periodic review.

Schedule 2

Special Education Services

1. The Education Program shall comply with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101–12213; and any and all state and federal regulations promulgated in connection therewith.
2. Pearson will:
 - a. Develop and implement the Special Education Protocols that will govern the manner in which Special Education Services are provided and which shall be in compliance with federal and state special education regulations and statutes.
 - b. Implement and deliver the Special Education Services provided by the School, including but not limited to:
 - i. Provide periodic compliance assessments to the Customer of the School's delivery of Special Education Services;
 - ii. Support the School with ongoing professional learning and monitoring in the areas of special education, Section 504, English Learner (“EL”) and gifted;
 - iii. Meet at a minimum, once per month with the School's Special Education Director or School leadership members, as applicable;
 - iv. Monitor the implementation of the Special Education Protocols as well as compliance with EL federal and state requirements; and
 - v. Provide data support in connection with the State specific Special Education reporting systems.
 - c. Provide assistive technology for eligible students.
 - d. Provide oral and written English translations for limited English proficient caretakers in their native language in accordance with state and federal law.
 - e. Contract directly with related service providers for therapies, evaluations, closed captioning, consulting for vision and hearing impaired and pay invoices for all such services.
3. Adoption of and Compliance with Special Education Protocols. The School will adopt the Special Education Protocols. The Special Education Protocols will be subject to review and revision by Pearson from time to time throughout the Term. Customer will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will defer to Pearson guidance with respect to providing Special Needs Students with a free and appropriate public education (“FAPE”). Notwithstanding the foregoing, Customer shall have the ultimate responsibility for oversight over all protocols and the application of the relevant laws and policies.

Schedule 3

Employment and Staffing

Administrative Staff and Customer Staff.

1. Customer Staff.

- a. The Customer is the employer of the Customer Staff and Customer Administrative Staff.
- b. For each year of the Term, by December 31 immediately preceding the Academic Year at issue, the Customer shall notify Pearson of any recommended modifications to the then current staffing plan it would like to discuss. The parties shall then establish a timeline to meet and discuss the suggested changes, as well as possible operations and fiscal impact. In addition, throughout the Term and on an as needed basis, the Customer shall consult with Pearson determining such matters as composition of Customer Staff and their respective job responsibilities; impact on the school budget; and Customer Staff job performance related matters such as job descriptions and performance evaluations.
- c. Pearson shall employ Pearson Administrative Staff who shall be responsible for, in consultation with the School's Academic Success Partner, the day-to-day supervision and management of Customer Staff and Customer Administrative Staff including assigning, supervising, evaluating, and disciplining Customer Staff, and for recommending to the Customer the hiring and dismissal of Customer Staff, including Teachers. Pearson Administrative Staff shall carry out his/her delegated responsibilities in accordance with the law, the Charter, School-adopted policies and procedures and Pearson processes and protocols.
- e. Pearson shall have the right to request in writing ("Customer Staff Notice") that the Customer replace any member of Customer Staff in the event that Pearson determines a particular Customer Staff member's job performance does not meet the Connections Academy standards, is negatively impacting the School's overall performance, or is otherwise creating an unacceptable reputational risk to the Connections Academy brand. In the event that the Customer does not comply with Pearson's request, the Customer shall have thirty (30) days to develop a Customer Staff Improvement Plan that fully and consistently addresses Pearson's concerns raised in the Customer Staff Notice ("Customer Staff Improvement Plan"). The Customer Staff Improvement Plan shall be developed in consultation with and is subject to the written approval of Pearson. It is the Customer's responsibility to require full and consistent implementation of all Customer Staff Improvement Plans. Customer shall have final authority for the termination and direction of Customer staff.

2. Executive Director and Principal.

- a. Pearson is the employer of the Executive Director and principal (collectively "Pearson Administrative Staff" as further defined in Schedule 14).
- b. Pearson Administrative Staff shall be responsible for assuring the delivery of the Educational Services. The Customer Staff shall report to the Pearson Administrative Staff or such individual as shall have been designated by him or her, and the Pearson

Administrative Staff shall work collaboratively with the Academic Success Partner, or his/her designee, who will provide day-to-day direction to the Administrative Staff, all under the oversight of the Customer and its Board. Pearson Administrative Staff shall comply with Pearson practices and protocols in the delivery of the Educational Services and shall report to Pearson as to the operations of the School.

- c. Customer Directed Action. The Customer may, at any time, request that Pearson Administrative Staff, supported by Pearson's human resource support services, promptly instruct the relevant direct manager to commence an investigation into and take action to address any complaints or concerns regarding the performance or conduct of any Customer Staff, Teacher, or other member of Customer or Pearson's Administrative Staff. Pearson Administrative Staff shall ensure that a prompt report is made to the Customer on any and all actions taken in response to such a request. The Customer may inform the Pearson Administrative Staff of its intent to remove or replace Customer Staff or a Teacher, but shall coordinate with Pearson Administrative Staff with respect to the timing and manner in doing so. Pearson Administrative Staff shall reasonably and promptly respond to such instruction upon receipt of written notice from the Customer. Any such written notice shall set forth the basis on which the Customer is relying, in requiring any Customer Staff or Teacher removals or requesting removal of a member of Pearson Administrative Staff. Similarly, the Customer may, at any time, raise to the Academic Success Partner any matters of concern related to Pearson Administrative Staff and Academic Success Partner shall reasonably and promptly respond to expressions of concern upon receipt of written notice from the Customer. Any such written notice shall set forth the basis on which the Customer is relying in raising such concerns to Academic Success Partner. If Pearson has a concern about the legality of any Customer action (including what Pearson believes is a failure to act), in connection with the removal of a Teacher, Pearson may refer the matter to the Customer's counsel of record for review and analysis.
3. Pearson Administrative Staff and Customer Staff may be full-time dedicated resources to the School or part-time resources, including possible third-party contractors, based on the School's enrollment and other factors.
4. Pearson Administrative Staff and Customer Staff shall be licensed and/or credentialed in accordance with Applicable Law.
5. Pearson will notify the Customer as soon as is practicable of any Pearson Administrative Staff or Customer Staff member who Pearson learns has been charged with or convicted of a felony or misdemeanor involving a crime of moral turpitude.

Schedule 4
Staff-Related Services

1. Human Resources Services

- a. Provide talent acquisition, employee relations, employee engagement, reporting support, communication services, compensation, and compliance services including credential, compliance and required HR business insurances for all Customer employed staff. Pearson shall consult with Customer for all Human Resources Services provided that would result in Customer employed staffs' an absence or discharge from Customers' employment. Customer is the final decision maker regarding Customer staff absences and discharge from Customers' employment.

2. Payroll Administration

- a. Process payroll including the calculations of necessary teacher pro-rations, school pay structures, management and tracking of payroll adjustments and workers compensation support.
- b. Register with all required state and local taxing authorities.

3. Benefits Administrative Support.

- a. Support and fulfill administration services for Customer employee benefits programs, leave management, accommodations and employee programs. Design and implement Pearson benefits plan including health and supplemental benefits.
- b. Full-service benefits administration includes the design and maintenance of the Pearson benefits suite. Provide leave management services, accommodations and manage employee programs (i.e. Tuition Reimbursement).

4. Pension Administration.

- a. Support employee enrollment, processing and submission to the state pension program when applicable.
- b. Administer pension plan on behalf of Customer, remit withholdings and process annual census as required by law.

5. Compliance Services

- a. Provide business-related compliance Customer support including: policy creation for all Customer stakeholders (e.g. employee, general and school supplements), ad hoc board policies, health, safety and emergency preparedness, research and guidance on course and credential alignment and tracking, school calendars, business insurance, business risk management, and board of director compliance and tracking services;
- b. Pearson will be responsible for supporting the School with criminal background checks to be conducted on staff hired by the Customer, and on Community Coordinators, to the extent required by State law, and will maintain documentary evidence of such background checks. Upon the Customer's request, Pearson will provide documentary evidence of its compliance with this section.

6. Employee Handbook. Pearson and Customer shall develop and maintain an employee handbook for adoption as needed throughout the school year.

Schedule 5

Customer Success Partner Team: School Success Partner, Academic Success Partner, and Solutions Partner

Pearson's Customer -Success Partners Team will provide the School a School Success Partner, an Academic Success Partner, and a Solutions Partner whose responsibilities are set forth below.

1. School Success Partner. The School Success Partner is the Customer Success Partners Team lead; is responsible for advising Customer on the academic, financial, and operational health of the School; and serves as the first point of contact for the Customer.
 - a) The School Success Partner generally acts as the liaison between Pearson and Customer providing support in relation (but not limited) to:
 - i) Customer strategic concerns;
 - ii) Delivery of the terms of the Agreement;
 - iii) School relationships with the State Department of Education and authorizer, if applicable; and
 - iv) Management support of the budget.
2. Academic Success Partners. The Academic Success Partner is responsible for monitoring the Education Program to ensure the School is implementing it with fidelity to the Pearson model, including established protocols and interventions.
 - i. The Academic Success Partner supports the School's academic performance and operational health by providing supervision of the Administrative Staff, as well as, guidance, oversight, and support on:
 - a. School Improvement Planning (SIP);
 - b. Problem solving;
 - c. School operations;
 - d. Establishment of and adherence to School policy;
 - e. Analysis of School performance and other key data metrics;
 - f. Leadership development and concerns; and
 - g. Targeted intervention strategies.
3. Solutions Partner. The Solutions Partner will serve as the first point of contact for School administrative matters. Solutions Partners support issue resolution, business measurement and reporting, and data needs.
 - 1) Solutions Partners generally act as a liaison between Pearson and Customer to ensure processes related to marketing, enrollment, placement, instruction, product, curriculum, progress monitoring of students, and business functions are followed. In addition, Solutions Partners provide Customer support in relationship to:
 - i) Day-to-day school operation concerns;
 - ii) School and Pearson processes; and

- iii) Addressing school needs that require interfacing with other Pearson's departments and requests.

4. Customer Success Partner Team Communication with School Leader and Administration Staff:

i. Will participate in:

- a. A weekly Connections Academy School Leader Update (SLU) Information email includes updates or information on items that school leadership teams need to be aware of and/or complete.
- b. Monthly School Leadership team meetings with all Connections Academy principals, assistant principals, School Success Partners, Academic Success Partners and Solutions Partners to talk about timely topics. All Principals and Assistant Principals are encouraged to attend these monthly meetings.
- c. Professional development sessions for school leadership team members. These include monthly meetings on school data, school improvement planning, and other topics. If a school leader is struggling in an area and needs professional development, these sessions may be assigned as mandatory professional development sessions.
- d. Quarterly School Improvement update sessions. Each school will report on the current results of their school improvement plan. These sessions are required and should be attended by school leaders, the leadership team, and anyone else at the school who owns one of the school action plans. Members of the Academic Success Partners, School Success Partners, and Solutions Partners teams will also attend. Schools are encouraged to invite other stakeholders.

ii. School Leaders and Administrative Staff will at minimum participate in:

- i. Weekly one-on-one check-in sessions to touch base and stay informed about:
 - a. School Year Cycle topics;
 - b. School metrics;
 - c. School Improvement Planning (SIP); and
 - d. Daily school operations.

These meetings/check-in sessions may include only the School Leader or may include other members of the school leadership team as well. For a larger school, other members of the leadership team should attend.

iii. Performance management meetings, where the following will be discussed with the Academic Success Partners:

- a. Goal setting for School Leader;
- b. School Leader performance level with improvement suggestions;
- c. Improvement planning; and
- d. Formalized performance review sessions (mid-year and end of year reviews).

Schedule 6

Enrollment, Academic Placement and Public Information Campaign

1. Enrollment and Academic Placement Processing. Implement and conduct the School enrollment process on behalf of the Customer, in accordance with enrollment, placement and withdrawal policies and procedures adopted by the Customer and Pearson, and consistent with local, state and federal law.
 - a. The Customer acknowledges that Pearson is the School's agent throughout the enrollment and placement process. Pearson will receive and deliver information from and to Students and Caretakers in connection with the enrollment and placement process in compliance with state and federal laws.
 - b. Pearson shall maintain a list of the Students enrolled in the School and shall provide such list to the Customer promptly upon request.
 - c. Dual or part-time enrollment will not be permitted unless mutually agreed upon by Pearson and Customer.
 - d. Typically, enrollment and placement services commence the February preceding the upcoming Academic Year. Accordingly, Pearson will have no obligation to provide enrollment and placement services identified herein in support of the Academic Year that follows any termination of this Agreement. Pearson shall, however, be obligated to continue providing enrollment and placement services in support of the final Academic Year of the Term through the termination date of the Agreement. For avoidance of doubt, if the Agreement terminates on June 30, 2029, then Pearson has no obligation to provide any enrollment and placement services that support the 2029-2030 Academic Year.
2. Public Information Campaign.
 - a. Pearson will develop and implement a Public Information Campaign ("PIC") to inform potential students, their Caretakers, and other interested parties about the Education Program. Pearson will not implement PIC initiatives promoted by the Customer that Pearson determines may have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School. PIC initiatives, strategies and tactics may shift throughout each Academic Year of the Term depending on market demand, changing consumer behaviors, and testing and optimization campaigns.
 - b. To the extent there is more than one Pearson supported school in the State, the Customer acknowledges the PIC, including all Enrollment Leads, will benefit all schools located within the State taking into consideration each respective school's stated enrollment goals. To the extent possible, siblings of an existing student in a particular school will be placed in that same school, returning students, including students who withdraw and return, are placed in the school of initial enrollment, students who specifically request a particular school are placed in the school of choice. Once Customer has reached its specified enrollment cap, and notified Pearson of such, efforts may be made to direct families to other Pearson supported schools in the state until such a time as they have reached their enrollment cap, if any.

- c. Any methods, processes, collateral, and Enrollment Leads that are obtained, developed and/or used in connection with the PIC is proprietary Pearson Confidential Information, and is the property of Pearson. Pearson maintains an Enrollment Lead database of all generated leads, including those developed through Pearson's PIC efforts. The Enrollment Lead database is the exclusive property of Pearson and shall include, but is not limited to, Enrollment Leads who begin the enrollment process and fail to convert, those who take no steps toward enrollment, and those who withdraw or are otherwise no longer enrolled in a Pearson supported school. The Enrollment Lead database is only for the benefit of the School during the Term, including any renewal term. Customer is not entitled to receive any benefit of the Enrollment Lead database on or after February 1 of the last Academic Year of the Term, except those Enrollment Leads who specifically express a request for enrollment in the last Academic Year of the term. For the avoidance of doubt, and consistent with Pearson's enrollment and placement obligations set forth in Section 1.d. above, if the Agreement expires June 30, 2029 and is not renewed, the School shall not receive the benefit of the Enrollment Lead database for the 2029-2030 Academic Year and beyond.
 - d. Pearson is authorized by Customer to access Student Records for communication directly with Caregivers and Students in support of the School's education mission about education enrichment related opportunities of potential interest, including post high-school opportunities, clubs and activities, academic contests and competitions, summer school opportunities, internship and job training opportunities. Pearson may authorize other Pearson affiliated businesses to send such communications, so long as Pearson approves of the communication content and such communications comply with all applicable state and federal law.
 - e. Pearson will keep Customer's PIC coordinator, if any, apprised of the PIC development and implementation.
 - f. Pearson and the Customer's PIC coordinator, if any, will work together each year during the Term to develop and implement a PIC for the upcoming Academic Year. Pearson is under no obligation to implement any PIC initiatives promoted by the Customer that Pearson determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School.
 - g. Customer shall not undertake any independent PIC or other marketing activities for School without the express written consent of Pearson and then only under the terms Pearson establishes. For the avoidance of doubt, nothing contained in this provision is intended to limit Customer's ability to undertake marketing activities for any Customer schools other than the School and Customer may undertake independent PIC or other marketing activities for any purposes other than PIC for School.
3. Post-Termination Enrollment and PIC Obligations. Pearson will have no obligation to perform enrollment services or to develop and implement a PIC for the Academic Year that follows any termination and non-renewal of this Agreement. For example, if the Agreement terminates and non-renews on June 30, 2029, then during the 2028-2029 Academic Year, Pearson has no

obligation to develop and implement a PIC to support the recruitment and enrollment of students for the 2029-2030 Academic Year. School is solely responsible for providing marketing and enrollment services to support the recruitment and enrollment of students for the 2029-2030 Academic Year and may do so without Pearson's involvement except, such services may not be provided in a manner that is disparaging of Pearson and may not use Pearson branding.

Schedule 7

Student Records and Data

1. Repository of School Records. The Customer hereby appoints Pearson its repository of electronic Student Records and other electronic School records, including financial records, subject to the access, confidentiality, and privacy requirements of FERPA, the IDEA, Section 504, and other state and federal law.
 - a. Pearson will store and maintain such electronic records in accordance with state, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against:
 - i. accidental or unauthorized destruction;
 - ii. accidental or intentional loss or alteration; or
 - iii. unauthorized disclosure or access.
 - b. In the event the Agreement terminates, Pearson will maintain such repository of records for a period of four (4) years following such termination for no additional fee.
2. Student Information System. As the repository of electronic Student Records and other electronic School records, Pearson agrees to work with the School to update and maintain the accuracy of the such records in Customer's Student Information System ("SIS") in a manner consistent with the reasonable requirements of the Customer. Pearson shall ensure the completeness and accuracy of all SIS entries by no later than the last day of every calendar month.
3. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in this Agreement and in connection with its repository obligations set forth above:
 - a. Pearson shall receive from Caretakers all Student Records on the School's behalf that are submitted electronically through its secure, password-protected system.
 - b. All Student Record information remain the property of the School, and, to the extent not immediately available through the School's on-demand access, shall be provided to the Customer via a secure means without unreasonable delay upon written request for such information. To the extent permitted by law, Pearson may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the Customer provides written notice requesting that specific records be returned or Destroyed.
 - c. Pearson shall certify to the Customer within one (1) year from the date it receives instructions as to what Student Records are to be returned or Destroyed that it has complied with the instructions of the Customer in connection with such notice.
4. Protection of Student Records. Pearson and the School acknowledge and agree that pursuant to 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 (also referred to herein as "Student Records"). The parties acknowledge that the School at all times owns the Student Records and each party must perform its obligations under the Agreement in compliance with FERPA and any regulations

promulgated thereunder. Pearson and the School each designate the Administrative Staff, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

5. Confidential Information. Each Party shall maintain the confidentiality of Student Records in accordance with applicable federal and state laws as more fully set forth in Schedule 13 (Legal Terms).
6. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker ("Student Information"). Pearson will not use any such School-owned Student Information for any non-school related purpose without obtaining the written permission of the School or the Student or Student's Caretaker (as the case may be).
 - a. Pearson may freely aggregate School owned Student Information 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, including that Student's Caretaker.
 - b. All such aggregated data shall be the property of Pearson. Pearson may freely use all such aggregated data and identify its source as being the School.
 - c. Pearson shall, from time to time, provide to the School reports in an electronic format requested by the School to the extent Pearson's systems and capabilities permit. Upon receipt of such request from the School, Pearson will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Pearson's existing capabilities.
7. Communications from Pearson. Customer acknowledges and agrees that Pearson may periodically contact Caretakers for the School in connection with the Education Program, as well as to inform Caretakers of educational opportunities related to such Students' academic pursuits in compliance with state and federal law. Unless prohibited by law, the School specifically consents to such communications being delivered to Caretakers via the EMS WebMail portal and message boards, personal email to the extent such information is available, and direct mail. Except as expressly permitted by law, Pearson will not deliver communications to Students or Caretakers that constitute targeted advertising based on personally identifiable information from Student Records. Telephone communications will 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 School and Caretakers will be deemed to have consented to receive such communications.

Schedule 8

Technology and Facility

1. Technology. Pearson will provide the following Computer Technology and services associated therewith:
 - a. School Staff. Pearson will provide and maintain in working condition Computer Technology for School Staff. Any Computer Technology provided by Pearson will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner. Notwithstanding the above, all School Staff data files stored on the Computer Technology shall remain the property of the School and Pearson shall make reasonable efforts to provide the School opportunity to remove data prior to the return of devices upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner.
 - b. Student Technology. Pearson will ensure access to technology is available to Students, on a case by case basis as necessary to fully access the curriculum. Such Computer Technology will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement, or when the Student is no longer Enrolled, whichever is sooner. Pearson may invoice Caretakers of Students, unless prohibited by law, for Computer Technology not returned.
 - c. Technology Support. Provide 24/7/365 technical support through on-line Help (in the EMS) and live phone support via Pearson Support Services to families and students and School Staff. Procedures for contacting Pearson Support Services are shared during the onboarding process and are posted for families and staff in the EMS. Currently technical support hours are Monday-Friday 9:00 a.m. to 9:00 p.m. (ET), and to staff Monday-Friday 8:00 a.m. to 6:00 p.m. (ET). Technical support hours are subject to change. For Students not using computer technology provided by Pearson, Pearson shall provide initial technical support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students' use of the EMS.
 - d. Student Technology Support Stipend Administration. To the extent the Customer has established a student technology support stipend program, Pearson shall act as the agent for administering such a program. Payment of the stipend to eligible households would be facilitated by Pearson, which will be issued to the Caretaker (and in certain circumstances, the Student) according to the schedule outlined in the School handbook, which shall be consistent with the rate used in the development of the Budget, when applicable. The Customer's student technology support stipend program will be limited to the eligibility and amount required by law unless Pearson has agreed to a program that exceeds the minimum required by law.
2. Facility Support. Pearson or its designee shall provide the following Facility Management and Maintenance:
 - a. Pearson will procure administrative office space on behalf of the School in circumstances where, in Pearson's sole opinion, the School does not have appropriate facility to meet the School's purpose. Pearson or its designee will work with the Landlord and oversee the

buildout of the office space to accommodate the needs of the School. Pearson agrees it shall be solely responsible for all costs associated with procuring administrative office space under this provision, and that Customer is only responsible for those costs associated with administrative services under Schedule 9, Paragraph 3.

- b. Pearson will provide management and maintenance responsibilities for the space on behalf of the School, including management and maintenance of equipment, furniture, and utilities.
- c. The office space shall be compliant with the Americans with Disabilities Act and meet any other requirements of applicable law.
- d. If this Agreement is terminated prior to its expiration, any capital equipment or furniture and fixtures ("Capital Assets") owned by Pearson and located in the facility may be purchased by the Customer at the then current book value as recorded on Pearson's financial records.
- e. Any Capital Assets not otherwise the property of the Landlord pursuant to the terms of the lease, as well as any other furniture, equipment or fixtures purchased by Pearson on behalf of the School using federal or state grant funds or any other sources of public money, will continue to be deemed the property of the School.

Schedule 9

Customer Responsibilities

1. General. The Customer is responsible for monitoring the Education Program quality and efficacy, implementation of the Pearson model with fidelity, monitoring Student safety and well-being, and ensuring the School's financial accountability, as well as adopting any necessary policies to comply with State law in oversight of the School, and overseeing Pearson's day to day operation of the School, except for those services to be performed by Customer under this Agreement.
2. Diplomas. Grant diplomas based on attainment of minimum requirements for graduation with a School diploma.
3. Administrative Services. Customer agrees to provide at its sole cost and expense and maintain in good working condition at least the following accommodations and services for all Pearson personnel under the control or supervision of Pearson who are engaged in providing the Education Program: office space and furniture; telephone service; data lines including Internet access; and office support equipment (including means of photocopying, materials assembly, and the like). Notwithstanding the foregoing, Customer shall not materially modify the accommodations or services without the prior written consent of Pearson, which shall not be unreasonably withheld.
4. Testing and Assessments. Customer shall assist in securing space located in one of Customer's existing charter schools and under its administration in order to provide testing administration for Students that live within fifty (50) miles of a Customer location, provided that Pearson agrees to reimburse Customer for any additional direct costs incurred by the charter school in the delivery of the standardized tests. With the support of Pearson, Customer shall administer benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the student's mastery of core concepts and readiness for the State standardized tests or other State mandated testing and provide the resulting data to Pearson. Current benchmark assessments available include Renaissance, NWEA MAP, and i-Ready ("Benchmark Tests"). Customer commits to administering one of these benchmark assessments at the beginning, middle, and end of the year, and provide resulting data to Pearson, where the data will be used to analyze and develop recommendations for areas of improvement. Pearson shall be responsible for all costs associated with such testing, including licenses for testing, and shall reimburse Customer for any additional costs incurred during the delivery of the standardized tests. In addition, Customer will ensure the benchmarking data will be used by the School to make instructional decisions for each student. As a supplement to the Benchmark Tests, Customer will ensure that the School will share data from other State required Classroom Diagnostic Tools (CDTs), to the extent the sharing of such data is permitted under applicable law including FERPA.
5. Reporting. Customer will be responsible for filing all information directly with the State of Minnesota or other regulatory authorities. Customer shall provide Pearson with its requirements for the receipt of any required information including any required format or means of delivery (for example, student record fields and the required electronic format suitable for transferring such information into Customer records) at least thirty (30) days prior

to any due date. Nevertheless, Pearson recognizes that due to exigent circumstances, Customer may request information less than thirty (30) days prior to the due date, in which case Pearson will make good faith efforts to meet that need. Pearson will have the right to review all reports filed pursuant to this section, and to audit such reports, only to the extent they relate to the School, at Pearson's expense upon reasonable notice to Customer.

6. Collection of Funds. Except to the extent prohibited by State law, the Customer shall use reasonable efforts to assist in the collection of any amounts that are due from other federal, state and local governmental entities, but shall not be responsible for any amounts that remain uncollected.
7. Insurance. Maintain the insurance identified on Schedule 12.
8. Student Data Transfer/Access Requests. Customer is responsible for determining that any Customer request for access to or transfer of Student personally identifiable information or Customer information to any third-parties, including government agencies, is appropriate, accurate and compliant with applicable local or Customer policies and procedures, as well as compliant with state or federal law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or transfer. To the extent permitted by law, the Customer shall hold Pearson harmless and indemnify Pearson regarding such access.
9. Abide by Established Protocols, Policies and Procedures. Except in the case of conflict as described in the following sentence, the Customer shall abide by all Pearson established protocols, policies and procedures in connection with the Education Program, including 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, and return and recovery policies in connection with the use of Pearson-provided Computer Technology and Instructional Materials. Pearson acknowledges that Customer's established protocols, policies, and procedures are the final authority for dictating Customer's conduct should any potential conflicts or conflicts with federal, State, or local law arise during the course of performance under this Agreement. Customer shall provide notice to Pearson within a reasonable period upon discovering potential conflicts or conflicts with federal, State, or local law that could affect performance under the Agreement. In the event Customer becomes aware of a known or potential conflict with federal, State or local law, that makes compliance with this paragraph impossible or impracticable, Customer shall immediately provide Pearson with written notification of the known or potential conflict and work with Pearson to satisfactorily resolve such conflict.
10. Regular Meetings. The Customer shall meet regularly with Customer Success Partner team to discuss updates related to the School operation and performance, school leader performance, as well as the parties' relationship.
11. Non-Pearson Computer Technology. In the event that the Customer elects to procure any of its Computer Technology from a source other than Pearson, Customer shall be solely responsible for providing support and logistics services for such Computer technology.

12. Other Services. To the extent there are products and services not included in the Education Program and the Customer elects to contract with a third party other than Pearson for such products or services, it shall be the Customer's responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Applicable Law.

Schedule 10

Collection of Funds, Pricing and Payment Terms

1. Pricing and Payment Terms:

- a. The following shall represent the financial responsibilities between the Parties. For each Academic Year during the Term, the Customer shall pay Pearson as follows: (i) all reimbursements received by Customer through the Minnesota Special Education Data Reporting Application (“SEDRA”) for Pearson incurred expenses paid to third party related service providers in the provision of Special Education Services, excluding any reimbursements received through SEDRA related to the cost of Customer Staff compensation (“Pearson Special Education Funding”); and (ii) Six Thousand and Five Hundred Dollars (\$6,500.00) for each full-time equivalent Student participating in the virtual school program that is counted for funding purposes by the Minnesota Department of Education (“MDE”) for general education purposes (“Per Pupil Funding”) (“Pearson Special Education Funding” and “Per Pupil Funding” are collectively referred to as “School Funding”). The Per Pupil Funding rate may increase if MDE implements an external cost adjustment increase or other increases in which the School may participate in. The Per Pupil Funding rate will increase proportionally.
- b. Pearson will be reimbursed at cost (no mark-up) for all Customer Staff compensation expense as it is incurred. Customer Staff compensation expense includes base salary, bonus and payroll taxes (“Compensation Expenses”). Additionally, the Customer will participate in Pearson’s provided benefits plan charged at the current rate of 26% of Customer Staff compensation (“Benefit Fee”). The Benefit Fee is subject to an increase not to exceed the lesser of 2% or \$225,000.00 annually.
- c. The Customer shall work with Pearson to collect all funds which the School is entitled to receive.
- d. To the extent there is any change or addition to the universe of funding comprising School Funding, Customer has an affirmative obligation to inform Pearson within five (5) business days of receiving knowledge of that change or addition.
- e. Customer shall provide within thirty (30) days of a request from Pearson an accounting (preliminary or final) of all funding sources and funding amounts associated, derived from, or generated by the School, School Staff, or enrollment of Students in the School (“Funding Accounting”). To the extent a funding source identified in the Funding Accounting was not incorporated into the School Funding calculation and therefore not captured by Pearson in any invoice, such funds (including funds received from such funding source for a prior Academic Year) shall be incorporated into future invoices and subject to payment terms set forth in section b below.
- f. Any School Funding received following termination or non-renewal of this Agreement shall remain due and owing to Pearson as provided for herein.

2. Invoicing.

- a. Pearson shall invoice the Customer monthly, starting July of such Academic Year, and recognizing that some funds for a given Academic Year are received after the end of that Academic Year. Customer and Pearson shall agree to a payment schedule for each school year annually by September 1. To ensure that invoices and payments are correct, Customer and Pearson agree to maintain regular written communication, including by e-mail and at least monthly, regarding expectations by Customer of when funding will be received as well as notification by Customer of when and how much funding has been received throughout the Term.
 - b. Pearson may charge interest at the rate of one-half percent (0.5%) per month for any invoices paid more than sixty (60) days after the date of invoice, unless such failure to pay is the result of: (i) funds being withheld from the Customer due to a failure by Pearson to perform under the terms of this Agreement and then only to the extent School has timely notified Pearson of such failure; or (ii) delay by the State or, to the extent applicable, any of the School's students' resident school district to disburse funds due to Customer and Customer has insufficient funds on hand to timely pay the invoice without receipt of such disbursement, in which event Customer shall use its best efforts to cause the funds to be disbursed and the shortfall will be paid as soon as reasonably practicable after the funds are received; or (iii) Customer or Pearson disputes any charges and then only for such disputed charges. Customer or Pearson, as the case may be, shall notify the other of any dispute and the basis for any dispute within five (5) days of receipt of the invoice and shall work to resolve the dispute within thirty (30) days. All amounts other than any amounts in dispute shall be paid according to the terms herein.
 - c. In the event Pearson refunds or otherwise remits to Customer a sum greater than a refund or other payment obligation due, Customer is obligated to return any overpayment to Pearson upon receipt of notice of such overpayment.
3. State Audit Adjustments. To the extent that any adjustments as a result of a state audit are the result of Pearson's failure to adequately perform its responsibilities under this Agreement, Pearson will be required to either, at the choice of Pearson: (i) return funds to the Customer in the amount determined as a result of a State audit; or (ii) to the extent that funds are withheld from future payments to the Customer, reduce amounts invoiced to the Customer by the amount funding is withheld.

Schedule 11

Notice Information

Notices. All notices, consents and other communications under this Agreement 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 Pearson:	Connections Education LLC dba Pearson Virtual Schools USA 509 S. Exeter St, Suite 202 Baltimore, MD 21202 Attn: General Manager
With a copy to:	Pearson Virtual Schools USA 509 S. Exeter St., Suite 202 Baltimore, MD 21202 Attn: Legal E-mail: Legal-PearsonOBL@pearson.com
If to the Customer:	Minnesota Transitions Charter School 2872 26th Ave S Minneapolis, MN 55406 Attn: MTCS Executive Director
With a copy to:	

Schedule 12
Insurance

1. Pearson Requirements. Pearson will maintain and keep in force insurance policies and limits no less than such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. The below limits of liability may be provided under the primary insurance policies, or in a combination with the limits provided by an Umbrella or Excess policy. The School will be included as an additional named insured under the below policies as allowed by law, or Pearson shall procure stand-alone policies on behalf of the School with similar coverage and limits, but in no event less than required by Applicable Law.
 - a. Workers' Compensation insurance, including Employer's Liability coverage with limits of at least \$1,000,000 for each coverage provided thereunder.
 - b. Commercial General Liability insurance with limits of at least \$5,000,000 per occurrence and in the annual aggregate.
 - c. Sexual Abuse and Molestation coverage with limits of at least \$5,000,000 per each abusive conduct limit and in the aggregate.
 - d. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than \$1,000,000 each accident.
 - e. Educator's Legal Liability insurance in an amount no less than \$2,000,000 each claim and in the annual aggregate.
 - f. Crime Insurance in the amount of no less than \$500,000 each claim and in the annual aggregate. Each claim limit applies separately to Crime coverages: Employee Theft, Client Property, Forgery or Alteration, Computer and Funds Transfer Fraud, Money Orders & Counterfeit Currency, and Premises coverage.
 - g. Pearson will assist the School with procuring Directors and Officer's Insurance in the amount required by Applicable Law, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
2. Customer Requirements. Except for that insurance identified above, obtain and maintain the insurance as may be required and/or permitted by applicable law and as appropriate in connection with Customer's responsibilities under this Agreement. To the extent permitted by applicable law and if explicitly authorized in writing by the Customer's insurer, Pearson shall be added as additional named insured on all policies of insurance obtained and maintained by and for the benefit of the School. Additionally, insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the School.

Schedule 13

Legal Terms

1. Term. The Term of this Agreement shall be as described in Section 2 of the cover page of this Agreement.
2. Renewal Term Negotiation. If the parties have entered into negotiations to renew this Agreement, and, as of February 1, 2029, neither party has informed the other party of its intent to not renew the Agreement, this Agreement shall continue to be in full force and effect until: (1) the Parties enter into a renewal agreement; or (2) one party informs the other party of its intent to not renew the agreement. If the notice of intent to not renew occurs anytime on or after June 30 of the last Academic Year of the Term (i.e. June 30, 2029, then such notice of termination shall take effect on June 30 of the immediate upcoming Academic Year [i.e. June 30, 2030] ("Continuation Term") and Pearson's compensation shall be in accordance with the fee agreement set forth in the Agreement, including any price increase for the Continuation Term. If notice of the intent to not renew is provided by Customer between the dates of February 1 and June 30 of the final Academic Year, Pearson shall be entitled to reasonable compensation for services provided to the School in preparation for and in anticipation of the immediate upcoming Academic Year in an amount equal to the total number of Students enrolled in the School as of October 31 of the prior Academic Year multiplied by \$750. For example, if the notice to not renew is provided on May 15, 2029, then Pearson's compensation for services provided to the School in anticipation of the 2029-2030 Academic Year shall be a sum equal to the number of Students enrolled on October 31, 2028 multiplied by \$750. In the event that Pearson continues to provide services throughout the Continuation Term without (i) a renewal agreement being executed or (ii) a notice of non-renewal being issued by March 1 of the Continuation Term, then the terms by which the parties will conduct themselves during the continued negotiation of the renewal agreement shall be as set forth in this section, with each subsequent Academic Year Pearson provides services under the terms of the Agreement (July 1 to June 30)) being termed a Continuation Term.
3. Termination. 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. Notices of termination must be made in writing and delivered to the addresses set forth herein no later than December 15 of the current Academic Year, unless another date is specifically provided for, and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - a. By either party, if one (1) party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect the cure and the breach at issue does not objectively lend itself to cure within that thirty (30) day period, then such additional time as necessary to complete the cure, but in no event longer than sixty (60) days following written notification of the breach;
 - b. By Pearson, if, in Pearson's sole opinion, (i) the payments to which Pearson is entitled as set forth in Schedule 10 of this Agreement are materially reduced as a result of a change in funding provided to the School, or (ii) applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and

- Pearson is unwilling or unable to make the required changes. Termination under this provision may only take effect at the end of the then current Academic Year;
- c. By Pearson, if there are unresolvable differences between the Parties relating to what Pearson, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Pearson's reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement, but only if Customer is unable or unwilling to cure the unresolvable differences within sixty (60) days after being given reasonable notice of the unresolvable differences and the requirements to cure the differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;
 - d. By Customer, if Customer determines that the Education Program set forth in this Agreement does not meet the requirements for a publicly funded virtual school, as defined by applicable laws and regulations, but only if Pearson is unable or unwilling to cure the identified deficiency within sixty (60) days after being given reasonable notice of the deficiency and the requirements to cure the deficiency. In the event Customer determines Pearson's cure efforts do not cure the deficiency, Pearson shall be provided additional reasonable time, which shall be no more than ninety (90) days, to address the areas of deficiency identified by Customer;
 - e. By Customer, if a state or federal regulatory body or court of competent jurisdiction determines that a provision of the Agreement is an unlawful practice, but only if Pearson is unable or unwilling to cure the unlawful practice within thirty (30) days after being given reasonable notice of the unlawful practice and the requirements to cure the deficiency.
 - f. By either party, immediately, if the School is no longer authorized to operate pursuant to Applicable Law.
4. Obligations in Anticipation of Termination or Non-Renewal. Customer shall be solely responsible for providing all services in support of the School's preparation for the Academic Year following termination or non-renewal of the Agreement, regardless of when during the calendar year those services typically commence. Such services include, but are not limited to, marketing, enrollment, intent to return process, and budget development. For example, if the Agreement terminates or non-renews as of June 30, 2029, then any services historically provided by Pearson in preparation for an upcoming Academic Year (in this example, the 2029-2030 Academic Year), is the sole responsibility of Customer.
5. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:
- a. Pearson shall provide reasonable assistance to Customer in the Customer's transition of Pearson's responsibilities..
 - b. 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 Agreement;

- c. All access to the EMS and other educational products and services contracted for herein shall be discontinued upon the effective date of any such termination;
- d. Pearson shall provide to Customer copies of all Student Records not otherwise in the School's possession or able to be taken into Customer's possession through self-help means available to the Customer through its access rights, within a reasonable time after receipt of such request, taking into account Pearson's competing priorities;
- e. The Customer shall pay Pearson all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.
- f. Customer's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The Customer agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy" or "Pearson", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

6. Grant of Rights and Access.

- a. License. Pearson hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the EMS and the Content and Instructional Materials and other Intellectual Property contained in the EMS (collectively the "Licensed Collateral"). The Authorized Users' right to access and use the Licensed Collateral is solely for the intended purpose for which the access is granted and is subject to Pearson's Intellectual Property provisions of this Agreement set forth below, as well as the Terms of Use, which may be updated from time to time (<https://www.connexus.com/public/termsOfUse.html>) and the School Handbook (The Terms of Use will govern in the event of any conflict between the Terms of Use and the School Handbook). Pearson may update the features and functions of the EMS from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.

- b. Permitted and Prohibited Uses.

- i. All rights not expressly granted to the School and Authorized Users pursuant to this Agreement are reserved to Pearson, and any uses of the Licensed Collateral by the School and Authorized Users not expressly permitted in this Agreement are strictly prohibited.
- ii. Unless otherwise authorized by Pearson in furtherance of the delivery of Education Program-related services, School will not, and will not permit Authorized Users, School's employees or agents or any third party to: (i) access the Content and Instructional Materials or the EMS, except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement, the Terms of Use and the School Handbook; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sublicense, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (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 and Instructional Materials or of the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software

- or programs that may damage the operation of the EMS; (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 and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages the EMS, Content, Instructional Materials, Pearson or its content providers, or in any manner that Pearson may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information or permit access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.
- c. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its employees, agents and the Authorized Users with Terms of Use of the EMS, Privacy Policy, and other applicable Pearson policies, as well as the School Handbook, all or any of which may be updated from time to time. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the EMS login page. The School acknowledges that Pearson may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Pearson will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct are 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. The School shall immediately provide Pearson with written notice of any unauthorized use or distribution of the Content, Instructional Materials, Education Program, or any use of the EMS that violates the Terms of Use, of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized or inappropriate 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 and Instructional Materials (the "Log-In Information"). The School 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. The School 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 and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.
- e. Availability and Support. Pearson strives to provide access to the EMS twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions and that those interruptions may be for an extended period of time due to events such as but not limited to times of social disruption, cyber-security incident, or catastrophic system failures or preemptive measures taken to avoid or minimize an unauthorized data disclosure event, cyber-security incident

- or catastrophic system failure. Any system access failures resulting from degradation or loss of internet access is outside the control of Pearson and cannot be attributed to Pearson.
- f. School Name. During the Term, Pearson grants a limited, royalty free, nontransferable license for the duration of the Term, unless terminated earlier as described herein, to use the name Minnesota Connections Academy as the name for the School being operated under the terms of this Agreement. Customer agrees to adopt as requested by Pearson any aesthetic changes, such as font and color scheme, to the Connections Academy brand, including to the star person design mark or other design mark that Pearson adopts to be used in proximity to the Connections Academy brand. The Customer agrees that Pearson is permitted to place in proximity to the School's name a Pearson endorsement, including but not limited to "by Pearson." Customer agrees that even in circumstances where the licensed School name does not contain the Connections Academy brand as part of its name, the goodwill associated with the School name is directly attributable to the use of the Connections Academy Education Program and the interactions between Students, Caregivers and Learning Coaches, as well as School Staff and Pearson systems, curriculum and tools, and service providers and that changing the School name is essential to protecting Pearson goodwill and reputation in the marketplace.
- g. Social Media. As part of its public relations and outreach service offering to Customer, Pearson has agreed to develop, manage and maintain a website and other social media presence, which currently consists of a Facebook page, but may expand to other social media platforms (collectively "Social Media Channels"), exclusively for the use of the School. The design, branding/name, URL, content (including quoted material from School teachers and families obtained by Pearson) are for use on the website and Social Media Channels, including related metadata, and are developed and maintained by Pearson as its exclusive intellectual property. School is hereby granted a beneficial license to the website and Social Media Channels during the term of this Agreement, and any extension thereto. Customer is prohibited from creating branded Social Media Channels for School without the express written consent of Pearson, which consent can be freely withheld. Updates to the website or Social Media Channels, except updates required by law, shall no longer be made as of February 20 of the last year of the Term and Social Media Channels will be deactivated as of April 30 of the last year of the Term. Further, except for graduation support, no School specific public relations services will be provided after April 30 of the last year of the Term. Under no circumstances is Customer or any third-party service provider of Customer permitted to copy or otherwise use any content, including metadata, from Pearson's developed and maintained website and Social Media Channels. All search history, metadata, and similar attributes of use of the website and Social Media Page Channels inure to the exclusive benefit of Pearson.

7. Trademarks.

- a. Pearson and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Pearson trademarks can be found at:
<http://www.connectionsacademy.com/Libraries/PDFs/CACCommonLawTrademarks.pdf>
(collectively, the "Licensed Marks"). Pearson grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to

pre-approval of such use by Pearson. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Pearson, the most up-to-date version of which can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Pearson retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Pearson.

- b. Upon termination of this Agreement, the School's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The School agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

8. Intellectual Property.

- a. Limitations on Use. The Licensed Collateral, including but not limited to, the EMS and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Pearson trademarks and copyrighted works, and the trade name "Minnesota Connections Academy" are the Intellectual Property of Pearson. The School's right to use and benefit from said Intellectual Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.
- b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Pearson to the School, School Staff, Students, Caretakers, or Learning Coaches.
- c. No Use of School Funds to Develop or Procure. No School funds shall be used by Pearson to develop or procure Courses or Content or Instructional Materials or improvements to the EMS, provided, however, any School funds paid to Pearson for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds, but shall be compensation for services rendered by Pearson. Any use of such compensation by Pearson shall be its proprietary information, subject to trade secret protection, and not subject to disclosure.

9. Confidentiality.

- a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party 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 disclosing party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement 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. This provision is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and no data that would be classified as "public" pursuant to that statute may be considered "confidential" for purposes of this Agreement.

- b. Student Records. Pearson and Customer acknowledge and agree that pursuant to 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 (also referred to herein as "Student Records"). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the School each designate the Administrative Staff, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.
- c. 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 is not intended to permit the disclosure of education records referenced in the sub-section above, unless permitted by Applicable Law.
- d. Directory Information. To the extent permitted by law, Pearson is authorized by Customer without submitting a formal public records request, to collect Directory Information from Customer for purposes of supporting Pearson's advocacy efforts on Customer and School's behalf and for communicating with Caretakers about other educational opportunities available through Pearson or its affiliated businesses, as enumerated in Schedule 7 of this Agreement.
- 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.
- f. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or other trade secret information to which a party gains access (either authorized or unauthorized) and that a party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

10. Indemnification.

- a. Indemnification Obligations. Subject to the limitations outlined in Minnesota law, each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together

“Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney’s fees) made, brought, incurred, or alleged by any third party (“Claim”) to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.

- b. Indemnification Procedure. Subject to the limitations outlined in Minnesota law, the Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the Indemnifying Party to control the defense, and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party’s defense against any third party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.
11. Power and Authority; Authorization. Each Party has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The Customer has provided and will provide Pearson with the authority and power necessary and proper to undertake its obligations and responsibilities pursuant to this Agreement.
12. Sales Tax; Gross-Receipts Tax or Other Business Tax (collectively “Business Tax”). The School shall provide Pearson with support that it is tax exempt. Pearson shall be responsible for all state or local Business Tax assessed, if any, based on the Education Program provided by Pearson hereunder, regardless of whether such law assigns responsibility for payment of the tax to Pearson.
13. 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.
14. Governing Law. This Agreement shall be governed and controlled by the laws of the State in which the School is located. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in that State, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.
15. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section, including disputes related to whether a Party has breached this Agreement, unresolvable difference between the Parties, or Customer’s payment of sums owed to Pearson under this Agreement.
 - a. Negotiation. The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of

- business shall be referred to the Senior Vice President of Partnerships and Customer Success for Pearson and Customer's designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Pearson and the School as the Parties mutually deem appropriate.
- b. Mediation. In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to a third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated. In the event the dispute arises out of an early termination provision allowing for a cure period, mediation must occur within the cure time frame permitted under such provision.
 - c. Confidentiality. The Parties agree to treat all discussions and sharing of documents related to this Section 13 as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.
16. Non-Discrimination. Neither Pearson nor the Customer will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or State law.
 17. Severability. If any provision of this Agreement 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 Agreement; provided, however, that if such invalidity or unenforceability, in Pearson's sole discretion, materially affects Pearson's ability to provide the Education Program, Pearson may terminate this Agreement.
 18. Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Pearson or its managing member or an assignment from or to a wholly owned subsidiary of Pearson, notice of which shall be provided by Pearson to Customer, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission.
 19. Complete Agreement; Modification and Waiver. This Agreement, including all schedules, exhibits and addenda attached thereto, 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 Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties, provided, however, the parties may execute written amended

(including restated) schedules without amending the entirety of the Agreement. Unless any amendment results in a modification of fee for services or other remuneration to either party, the SVP, Business Development and Customer Success is authorized by Pearson to execute schedule amendments. No waiver of any provision of this Agreement 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.

20. 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, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall exist, or, if such performance has been rendered impossible by such circumstance, then the performance of such obligation shall be cancelled.
21. No Third-Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this 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.
22. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
23. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
24. Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all applicable local ordinances and the School's and Customer's policies whether or not specifically listed in this Agreement. Pearson agrees that School shall follow Customer's policies when any language in School policy and Customer policy is in conflict.
25. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
26. 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 Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
27. Authority to Enter into Agreement. Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its

obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms. Each party further warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

28. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. This Agreement may also be signed in counterparts, which shall together constitute the signed original Agreement. Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this 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.
29. Survival. The rights and responsibilities the parties with respect to Fees and State Audit Adjustments; Trademarks; Derivative Works; Confidentiality; Obligations on Termination; Indemnification; Limitation of Liabilities; Notice; Governing Law; Resolution of Disputes; No Third-Party Rights; Professional Fees and Expenses; Compliance with Laws, Policies, Procedures and Rules; Interpretation of Agreement; and Status and Relationship of Parties, shall survive the termination of this Agreement.
30. Status and Relationship of the Parties. Pearson is a limited liability company organized under the laws of the State of Delaware and is not a division or a part of the Customer. The Customer is a public school in the State and is not a division or part of Pearson. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. No agent or employee of Pearson shall be deemed to be an agent or employee of the Customer. Pearson shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Customer shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Pearson and the Customer is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Pearson and the Customer. The Parties acknowledge that Pearson has the right to provide the Education Program to others within and outside of the State.

Schedule 14

Index of Defined Terms

“Academic Year” shall mean the school year as defined by the School Calendar under which the School operates.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Pearson, Affiliate 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.

“Applicable Law” and “applicable law” is defined herein as the Constitution of the State, the State education laws and/or code, the federal Every Student Succeeds Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to schools in the State.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and Customer members who are authorized to access the EMS, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Budget” shall mean the operating budget for the School, as approved by the Customer.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Community Coordinators” shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

“Computer Technology” shall mean (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible household in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

“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) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement, (h) login and password information for Connexus®; (i) technical information such as development methods, computer software, research, inventions, the design and operation of Connexus®; 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 this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving party, by license or otherwise. This defined term is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and no data that would be classified as "public" pursuant to that statute may be considered "confidential" for purposes of this Agreement.

"Content" means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Pearson and its third party content partners and delivered in an online format through the EMS (as defined herein) 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 (defined herein). Content may include the courseware; data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Pearson reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

"Course(s)" shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the state in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

"Curriculum" means a program of instruction provided by Pearson, which includes Content and Instructional Materials accessed primarily through the EMS, that, together with Teacher provider additions and/or modifications, shall meet the educational content or other standards established by the state in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

"Customer Administrative Staff" means any and all individuals (other than the Pearson Administrative Staff) whose primary job responsibilities involve day to day operation of the School, including oversight of Customer Staff.

"Customer Staff" shall refer collectively to Customer Administrative Staff and Teachers.

"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 or Instructional Materials or other Licensed Collateral 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 or Instructional Materials.

"Destroyed" means at minimum removing personally identifiable information from the Student Record stored on Pearson's production systems.

"EMS" means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) 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://www.Connexus.com/public/termsOfUse.html> and defined herein.

“Enrollment Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through any and all 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.

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

“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 School.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the Customer. Learning Coaches are not employees or contractors of either the School or Pearson; shall not receive any compensation for their services from either Pearson or the Customer; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean The EMS and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Pearson trademarks, and the trade name “Minnesota Connections Academy”

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Pearson Administrative Staff” shall mean the Executive Director and principal.

“Public Information Campaigns” or “PIC” shall mean such activities as outreach efforts to drive awareness and interest of the School to attract eligible students through various channels. Outreach efforts, strategies and tactics may shift throughout the PIC depending on demand, changing consumer behaviors, and testing and optimization of campaigns

“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 web site maintained by Pearson from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined herein.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, psych-educational evaluations, closed captioning, sign language interpreting, academic support for the vision and hearing impaired, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Pearson will provide Educational Products and 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 is subject to the prior approval of the Customer, 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 promulgated by Customer and Pearson that are to be followed by Students and their Caretakers.

“School Staff” shall refer collectively to Customer Administrative Staff, Pearson Administrative Staff, Customer Staff and Teachers.

“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 the School and Pearson.

“Special Education Protocols” shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 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) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” means any person actively enrolled in the School.

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

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

“Terms of Use” means certain rules governing how Authorized Users may and may not use EMS and any Content and Instructional Materials accessible through the EMS. The most current version is located at <https://www.Connexus.com/public/termsofuse.html>

“Website” means the Pearson website with the URL <http://www.connectionsacademy.com/home.aspx> and any subpages connected thereto.