

AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of August 16, 2013 and is by and between Pearson Education, Inc., having offices located at 1300 West National Drive, Suite 170, Sacramento, CA 95834 ("Pearson"), and the school, school district or other entity executing this Agreement below ("Customer").

WHEREAS, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain professional services, products and materials;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pearson's delivery of the professional services, products and materials and any associated fees contemplated by this Agreement is subject to the terms and conditions which are attached as Exhibit A.
2. The specific professional services, products and materials to be delivered hereunder by Pearson to Customer and any associated fees are set forth in the Statement of Work ("SOW") attached as Exhibit B. Pearson will deliver the services, products and materials described in Exhibit B during the period commencing August 16, 2013 and expiring on June 30, 2017 (the "Term"). Thereafter, Customer may extend the Agreement for an additional period of two (2) years or through June 30, 2019. Customer represents and warrants that it intends to maintain this Agreement in effect for the full Term and will seek appropriation of sufficient funds to make all payments due hereunder during the term hereof. In the event that Customer does not receive sufficient appropriation of funds, this Agreement may be terminated by Customer upon thirty (30) days' written notice to Pearson.
3. No later than November 1 in each year of the Agreement, Pearson will work with the Customer in good faith to true up the number of content licenses purchased against the District's registered student enrollment, and will allow the District the opportunity to substitute products or numbers of licenses between products, at its option. In no event will Pearson be responsible for refunds resulting from any price differentials between substituted products.
4. Customer and Pearson will meet in the second half of each contract year (Spring 2014 and Spring 2015) to clarify the configuration of products and services for the coming year, including any expansion requested by Customer. Customer and Pearson will work collaboratively to plan configurations and rollouts. Pearson will provide any necessary adjusted configurations via amendment that reflects a revised scope, including any adjustments in products, services and pricing. Such amendment will be completed and agreed to by both parties in writing by June 1 of the applicable year.
5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

[signature page follows]

IN WITNESS WHEREOF, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

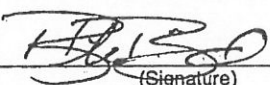
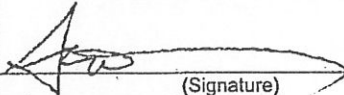
WASATCH COUNTY SCHOOL DISTRICT		PEARSON EDUCATION, INC.	
By:	 (Signature)	By:	 (Signature)
Print Name:	Blaik Baird	Print Name:	Scott Drossos
Title	Board President	Title	Senior Vice President
Contact		Contact	
Address	101 East 200 North Heber City, UT 84032	Address	1300 West National Drive Suite 170 Sacramento, CA 95834
Phone	435-654-0280	Phone	916.952.7076
Fax	435-654-4714	Fax	800.254.6765
Email	terry.shoemaker@wasatch.edu	Email	scott.drossos@pearson.com

EXHIBIT A

TERMS AND CONDITIONS

Pearson Education, Inc. ("Pearson") has agreed to provide certain professional services and associated products and materials to the school, school district or other entity ("Customer") named in the Agreement to which these terms and conditions are attached. By Customer's execution of the Agreement, Customer acknowledges that Customer has reviewed these terms and conditions and agrees that Pearson's and Customer's respective rights and obligations with respect to the services, products and materials contemplated by the Agreement will be governed hereby.

1. PRODUCTS & SERVICES. Customer agrees to purchase, and Pearson agrees to furnish, in accordance with the Agreement, those professional services, products and materials that are described in the Statement of Work ("SOW") included as Exhibit B to the Agreement. The delivery of all such items will be scheduled at the mutually agreed upon times and dates as defined in the SOW.

2. PROJECT MANAGER. Each party shall designate one of its employees or consultants to serve as project manager. The Customer's project manager shall be empowered to act as Customer's authorized representative for coordination of the products and services to be delivered under the Agreement and to respond to Pearson's questions and requests. Pearson's project manager shall be responsible for managing the delivery of such products and services to Customer. Either party may replace its project manager upon written notice to the other.

3. CUSTOMER RESPONSIBILITIES. Customer shall, at Customer's expense, furnish Pearson with all information, facilities or other resources reasonably required by Pearson to perform its obligations hereunder, including, without limitation, information as to Customer's applicable data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.

4. FEES. Customer agrees to pay Pearson the fees specified in the SOW attached as Exhibit B to the Agreement. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any services, products or materials provided by Pearson pursuant to the Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.

5. TERM; TERMINATION. These Terms and Conditions are effective from the date on which the Agreement is executed by Customer and shall remain in force until the earlier of termination by either party in accordance with the terms hereof or the expiration of the Agreement. Either party may terminate the Agreement in the event that the other party has materially breached its obligations and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of the Agreement, Customer shall not be relieved of any obligation to pay for services, products, materials or other items delivered prior to the date of termination. In addition, the provisions of Sections 6, 7 and 8 shall survive the termination of the Agreement.

6. OWNERSHIP RIGHTS. If Pearson provides Customer with any documentation, manuals, software, access to online content, and/or any other materials (collectively, "Materials") pursuant to this Agreement or otherwise, then: (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal purposes; and (c) all software applications and online content provided to Customer shall be provided in accordance with these Terms and Conditions and any accompanying license/terms of use. The granted license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license or subscription fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. To the extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of services or the delivery of products, so long as Pearson does not disclose or use any Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing services or facilitating the delivery of products may provide similar services from time to time to other parties. These Terms and Conditions shall not prevent Pearson from providing such similar services or products to other parties or in any way restrict Pearson in the use of its personnel.

7. WARRANTIES; LIMITATIONS. Pearson warrants that all professional services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards. The warranties for all software applications and online content provided hereunder shall be as set forth in the applicable license or terms of use for such item.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES, PRODUCTS AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. PEARSON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES, SOFTWARE AND MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PEARSON DOES NOT

GUARANTEE THAT THE SERVICES, SOFTWARE AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.

8. LIMITATION OF LIABILITY. PEARSON SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST SAVINGS, LOST FUNDING, OR LOSS OF BUSINESS OR DATA, ARISING FROM THE AGREEMENT OR THE PROVISION OF THE SERVICES, SOFTWARE, HARDWARE AND MATERIALS PURSUANT THERETO, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING FROM THE AGREEMENT AGAINST PEARSON, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER FOR THE APPLICABLE SERVICES, SOFTWARE OR MATERIALS ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF PEARSON AND ITS LICENSORS RELATING TO ANNUALLY LICENSED SOFTWARE OR SUBSCRIPTION BASED PRODUCTS EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO PEARSON DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR ITEM ON WHICH THE CLAIM IS BASED.

9. HARDWARE. If the Customer is purchasing any hardware through Pearson, Customer acknowledges that such hardware purchase is being facilitated by Pearson as an accommodation to Customer only. The warranties on any hardware not manufactured by Pearson will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. Pearson will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to Pearson, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by Pearson, Pearson does not provide support for any of the hardware or third party software being purchased by Customer through Pearson. Any requests for such support should be directed to the applicable hardware or software manufacturer. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against Pearson, and that Pearson shall have no liability whatsoever in connection with such claims.

10. COMPATIBLE PLATFORMS. The Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access any products provided by Pearson under the Agreement. Pearson will not be responsible for any incompatibility between its products and any versions of operating systems, hardware, browsers or other products not specifically approved by Pearson for Customer's use with Pearson product. Pearson will make written requirements available to the Customer at Customer's request.

11. FORCE MAJEURE. In the event Pearson's personnel fail to perform services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable as a result of its inability to do so. In addition, neither party shall be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

12. GOVERNING LAW. The Agreement shall be subject to and interpreted in accordance with the laws of the State of New York without regard to its principles of conflicts of laws.

13. SEVERABILITY. If any provision of the Agreement is invalid or unenforceable under any applicable statute or rule of law, the Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.

14. WAIVER. No delay or failure in exercising any right under the Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under the Agreement. No consent to a breach of any express or implied term of the Agreement constitutes a consent to any subsequent breach.

15. NOTICE. All notices to be given in connection with the Agreement shall be in writing and either delivered by hand, sent by overnight courier, or sent by certified or registered mail, return receipt requested. In the case of notices to Pearson, such notices shall be sent to: NCS Pearson, Inc., Attn.: Contracts Department, 3075 West Ray Road, Chandler, AZ 85226. In the case of notices to Customer, such notices shall be sent to the address for Customer set forth on the signature page hereof. Either party may change its notice address by notifying the other in like manner.

16. ASSIGNMENT. The Agreement is binding upon and will inure to the benefit of the parties' respective successors and assigns. Customer may not assign its rights or delegate its obligations under the Agreement to a third party without Pearson's prior written consent. Any attempt to do so shall be null and void. Pearson may sub-contract or assign/delegate any of its rights and duties under the Agreement to any third party without the consent of Customer.

17. INDEPENDENT CONTRACTORS. The relationship of Pearson and Customer hereunder shall be solely that of independent contractors. Pearson and Customer each acknowledge and agree that neither one shall be the employee, employer, agent, legal representative, partner or joint venturer of the other. Neither Pearson nor Customer shall have, or hold itself out as having, the right or authority to assume or create any obligation or responsibility, whether express or implied, on behalf of or in the name of the other. Each of Pearson and Customer shall assume complete responsibility for obligations under federal and state employers' liability, workmen's compensation, social security, unemployment insurance, occupational safety and health administration laws and other federal, state and local laws with respect to its own employees.

18. ENTIRE AGREEMENT. The Agreement, including all Exhibits, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The terms and conditions of the Agreement shall prevail notwithstanding any variance with the terms and conditions of any

purchase order or other documentation submitted by Customer. Customer acknowledges and agrees that Pearson reserves the right to have the services or products, which are the subject matter of this Agreement, delivered, in whole or in part, by one or more of its affiliates, subcontractors, or consultants. The Agreement shall not be modified or amended without the written agreement of both parties.

EXHIBIT B

This Exhibit B provides descriptions and pricing for products and services to be provided to Customer by Pearson during the term of the Agreement.

I. Products & Services

A. Professional Development Services / Supporting Change of Practice

Service	Description	Fall 2013	Spring 2014	Fall 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2017	
Description of Cohorts: Cohort 1 - Grades 5-8; Cohort 2 - Grades 9-12; Cohort 3 - Grades K-4										
A. Measure the Impact of 1:1	A.1 Measuring Teacher Knowledge and Perspectives: Diagnostic tool that is constructed around a set of research-based indicators of instructional quality and best practice use of technology in the classroom. The tool is administered electronically before the 1:1 initiative and again at the end of the year.	Cohort 1 - Baseline Survey	Cohort 1 End of Year Survey, plus Cohort 2 Baseline	Cohort 2 (9-12) 1 day for district administrators and coaches for IRR Training	Cohort 1 & Cohort 2 Annual Survey, and Cohort 3 Baseline	Cohort 2 (9-12) 1 day for district administrators and coaches for IRR Training	Annual Survey K-12 Teachers			Annual Survey K-12 Teachers
	A.2 IRR Training - Professional development for leadership conducting classroom observations and providing teacher feedback. Ongoing-Inter-rater Reliability pd and follow up days of support to conduct walkthroughs with a Pearson consultant.	Cohort 1 (5-8) 1 day for district administrators and coaches for IRR Training	86	167	278	278	278	278		278
	Training Days	1	1	1	1	1				

Service	Description	Fall 2013	Spring 2014	Fall 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2017
A.3 Leadership Training	Cohort 1 (5-8) Training of Admin and Tech Support Staff	1		Cohort 2 (9-12) Training of Admin and Tech Support Staff		Cohort 3 (K-4) Training of Admin and Tech Support Staff			
	Training Days	1		1		1			
	Pearson will provide face-to-face product training to work with the teachers on becoming familiar with the basics of using their mobile devices.			Cohort 2 - Two, 1/2 day sessions		Cohort 3 - Two, 1/2 day sessions			
B. Hardware Basics	Training Days	1		1		1			
	Pearson will provide face-to-face advanced training for the teachers on new digital instructional resource products purchased as a part of this initiative. This is above the standard introductory product training. Sessions are limited to 25 participants			Cohort 1		Cohort 2			
C. Digital Curriculum Resource Development	Training Days	8		8		2			

Service	Description	Fall 2013	Spring 2014	Fall 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2017
D. Onsite Professional Development (Effective Use in Teaching)	Pearson will provide face-to-face seminar-style professional development sessions that will support teachers' development of an interactive classroom that uses the various technology resources. (See the Executive Summary for listing of Recommended 1:1 Professional Development Courses). Training Days	5-8 15 days 15		5-8 10 days HS 18 days 28		5-8 6 days HS 12 days Elem 18 days 38		5-8 2 days HS - 4 days Elem - 10 days 16	
		5-8 15 days 15		5-8 10 days HS 18 days 28		5-8 6 days HS 10 days Elem 18 days 34		5-8 2 days HS - 4 days Elem - 10 days 16	
E. Onsite Consultant Services	Pearson will provide an Education Consultant to provide customized one-on-one and small group coaching and modeling. Training Days	Cohort 1 86		Cohort 2 167		Cohort 3 278		Cohort 1, 2 and 3 Teachers 278	
		1		1		0		0	
F. Teacher Compass	An on-demand tool that gives teachers access to Pearson's vast professional development library, while also encouraging them to share, comment, and grow with their colleagues. Licenses Training Days								

Service	Description	Fall 2013	Spring 2014	Fall 2014	Spring 2015	Fall 2015	Spring 2016	Fall 2016	Spring 2017
H1. Instructional Resource Training	Pearson will provide face-to-face advanced training for the teachers on supplemental instructional resources. GP, WTL, SM, Zeos, OLE	OLE (5-8) 1 day SuccessMaker (5-8) 2 days Write to Learn (5-8) 1 day		Grad Point (6-12) 2 days,		SuccessMaker (K-4) 2 days			
		4		2		2			
H4. Flipped Learning	Training Days		Cohort 1		Cohort 2		Cohort 3		
		4			4		3		
	Training Days								

B. Planning/Project Management

PLANNING AND PROJECT MANAGEMENT		2013	2014	2015
IMPLEMENTATION MANAGEMENT SERVICES				
Program Initiation		1.0	1	1
Project Definition				
Resource Management Planning		0.5	-	-
Risk Management Planning		0.5	-	-
Communication Planning		1.0	-	-
Implementation Plan Development				
Initial Plan Development Planning				
System Interoperability Strategy				
Offline Access Strategy		0.5	1.0	0.5
Curriculum Selection Support		0.5	1.0	0.5
Instructional Resource Planning		0.5	1.0	0.5
Implementation Training/PD Planning		1.0	1.0	1.0
Technical Services Planning		0.5	0.5	0.5
Support Planning		0.5	0.5	0.5
Other Planning: device deployment, etc				
SIS/UIS Coordination				
Second Semester Plan Refresh		1	1	1
Annual Plan Refresh			1	1
Ongoing Implementation Support				
Learning Performance Analysis			1	1
Cost Management		1	1	1
Project Management Supervision		1	1	1
	Total Number of Days	10	11	9
Project Management				
Plan Implementation		24	32	32
	Total Number of Days	24	32	32
Drive West				
	Number of Days	2	1	1

C. Support

Technology Support

Description	TOTAL DAYS
2013 - 1 day for Enrollment and two days for onsite support	3
2014 - 2 days for enrollment and two days for onsite support	4
2015-2018 - 2 days enrollment and 3 days onsite support	5

D. Schoolnet

Schoolnet with RTI

- Annual License Fee Instructional Management Suite (IMS)
- Schoolnet Implementation
- Annual Client Services Support
- Schoolnet Professional Development & Training*
- Additional training/consultation - 1 day
- NWEA Item Bank
- Pearson Item Bank

* Distance Learning is included for the first year of Schoolnet Professional Development and Training for IMS and Schoolnet for PowerSchool. Not available for EDS, PD Planner, Outreach and Intervention.

E. Curriculum

Grade Level/Product	Subjects	Student Licenses											
		2013	2014	2015	2016	2017	2018	2013	2014	2015	2016	2017	2018
K-4*	3	-	-	2,411	2,411	2,411	2,411	-	-	2,411	2,411	2,411	2,411
5*	2 +Reading Street in 2014	433	433	433	433	433	433	433	433	433	433	433	433
6*	3 +Reading Street in 2014	461	461	461	461	461	461	461	461	461	461	461	461
7-8	4	835	835	835	835	835	835	835	835	835	835	835	835
9-12	4	-	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735
OLE K-5	2	433	433	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844	2,844
OLE 6-8	2	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296
OLE 9-12	2	-	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735
Math XL	1	-	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735
AP/Electives	TBD	-	480	480	480	480	480	480	480	480	480	480	480
Mastering	TBD	-	72-	72-	72-	72-	72-	72-	72-	72-	72-	72-	72-
SuccessMaker **	Site	500	500	900	900	900	900	900	900	900	900	900	900
Grad Point	TBD	0	70	70	70	70	70	70	70	70	70	70	70
Write to Learn 4-8***	1	1,729	1,729	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224	2,224
Writing Coach 9-12	1	-	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735	1,735
* Envision Math six years credit grades K-6													
** Convert 32 full SuccessMaker curriculum licenses to site licenses = (\$24,048) credit back with the understanding that the enrollment must be 300 or above. Anything below 300 will be adjusted to the \$10k per site minimum requirement.													
*** Grade 4 added in 2015													

II. Pricing/Payment Schedule

A. Pricing

1:1 Learning Initiative Pricing for Wasatch						
	2013	2014	2015	2016	2017	OPTIONAL 2018
Digital Curriculum						
Core Digital Curriculum	\$ 91,010	\$ 257,009	\$ 387,791	\$ 387,791	\$ 387,791	\$ 387,791
Supplemental Digital Curriculum*	\$ 45,446	\$ 85,129	\$ 119,854	\$ 119,854	\$ 119,854	\$ 119,854
<i>Digital Curriculum Subtotal</i>	\$ 136,455	\$ 342,137	\$ 507,644	\$ 507,644	\$ 507,644	\$ 507,644
<i>* includes credit for SuccessMaker</i>	\$ 24,048					
SIS						
PowerSchool SIS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Schoolnet IIS	\$ 131,980	\$ 108,983	\$ 100,798	\$ 101,626	\$ 102,466	\$ 103,318
<i>SIS/IIS Subtotal</i>	\$ 131,980	\$ 108,983	\$ 100,798	\$ 101,626	\$ 102,466	\$ 103,318
Supporting Change of Practice	\$ 187,630	\$ 262,980	\$ 303,330	\$ 163,330	\$ 30,330	\$ 23,630
Planning & Project Management	\$ 84,250	\$ 97,250	\$ 92,000	\$ -	\$ -	\$ -
Technical Support	\$ 10,500	\$ 14,000	\$ 17,500	\$ -	\$ -	\$ -
SAT 10 Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Off-Line Printed Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pearson 1:1 Learning Initiative Total	\$ 550,815	\$ 825,350	\$ 1,021,272	\$ 772,600	\$ 640,440	\$ 634,592
PAYMENT PLAN	\$ 460,000	\$ 760,000	\$ 1,050,037	\$ 900,000	\$ 640,440	\$ 634,592
School Year TOTALS	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
School Year TOTALS	\$ 550,815	\$ 832,050	\$ 1,021,272	\$ 772,600	\$ 633,740	\$ 634,592

B. Payment Schedule

	2013	2014	2015	2016	2017	2018
Payment Amount	\$460,000	\$760,000	\$1,050,037	\$900,000	\$640,440	\$634,592
Payment terms	50% due August 16, 2013 50% due December 31, 2013	50% due July 1, 2014 50% due December 31, 2014	50% due July 1, 2015 50% due December 31, 2015	50% due July 1, 2016 50% due December 31, 2016	50% due July 1, 2017 50% due December 31, 2017	50% due July 1, 2018 50% due December 31, 2018

Amendment 1

This amendment is entered into as of April 3, 2014 ("Amendment 1") between Wasatch County School District and Pearson Education, Inc. and will serve as an amendment to the original agreement entered into as of August 16, 2013 (the "Agreement") between the parties. All terms not otherwise defined herein shall have the meanings given to them in the Agreement.

1. Description

This Amendment 1 provides for the adjustment of products in the 2013/2014 school year under the Agreement as follows:

- A. The delay of implementation of Schoolnet IIS by one year, resulting in the 2014/2015 school year being the first year of use of the Schoolnet IIS, as well as the first year of payments for this product.

2. Pricing and Payment

- A. The adjusted 4-year contract amount is \$3,068,411. Section II.A (Pricing) of Exhibit B of the Agreement is deleted and replaced with Section II.A (Pricing) of the attached Exhibit A, which is incorporated herein by reference.
- B. The Payment Schedule in Section II.B of the attached Exhibit A reflects the adjusted payment schedule for years 2014 and beyond of the Agreement based on the product adjustments indicated above.

3. Except as modified herein, all other terms of the Agreement are ratified and affirmed.

IN WITNESS WHEREOF, this Amendment 1 has been executed as of the date first written above.

PEARSON EDUCATION, INC.

By: _____

Printed Name/Title

WASATCH COUNTY SCHOOL DISTRICT

By: 

Blaik Baird Board Pres.
Printed Name/Title

EXHIBIT A

II. Pricing/Payment Schedule

A. Pricing

Revised Pricing as of Amendment signed April 4, 2014

1:1 Learning Initiative Pricing for Wasatch							
	2013	2014	2015	2016	Optional		
					2017	2018	
Digital Curriculum							
Core Digital Curriculum	\$ 91,010	\$ 257,009	\$ 387,791	\$ 387,791	\$ 387,791	\$ 387,791	
Supplemental Digital Curriculum*	\$ 45,446	\$ 85,129	\$ 119,854	\$ 119,854	\$ 119,854	\$ 119,854	
Digital Curriculum Subtotal	\$ 136,455	\$ 342,137	\$ 507,644	\$ 507,644	\$ 507,644	\$ 507,644	
<i>*Includes credit for SuccessMaker</i>							
SIS							
PowerSchool SIS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Schoolnet IIS	\$ -	\$ 131,980	\$ 108,983	\$ 100,798	\$ 102,466	\$ 103,318	
SIS/IIS Subtotal	\$ -	\$ 131,980	\$ 108,983	\$ 100,798	\$ 102,466	\$ 103,318	
Supporting Change of Practice	\$ 187,630	\$ 262,980	\$ 303,330	\$ 163,330	\$ 30,330	\$ 23,630	
Planning & Project Management	\$ 84,250	\$ 97,250	\$ 92,000	\$ -	\$ -	\$ -	
Technical Support	\$ 10,500	\$ 14,000	\$ 17,500	\$ -	\$ -	\$ -	
Pearson 1:1 Learning Initiative Total	\$ 418,835	\$ 848,347	\$ 1,029,457	\$ 771,772	\$ 640,440	\$ 634,592	
PAYMENT PLAN	\$ 460,000	\$ 760,000	\$ 948,411	\$ 900,000	\$ 640,440	\$ 634,592	
School Year	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	

B. Payment Schedule

	2014	2015	2016	2017	2018
Payment Amount	\$760,000	\$948,411	\$900,000	\$640,440	\$634,592
Payment terms	50% due July 1, 2014 50% due December 31, 2014	50% due July 1, 2015 50% due December 31, 2015	50% due July 1, 2016 50% due December 31, 2016	50% due July 1, 2017 50% due December 31, 2017	50% due July 1, 2018 50% due December 31, 2018

**Amendment to
Agreement dated August 16, 2013
between Wasatch County School District
and Pearson Education, Inc.**

This Amendment as of May 27, 2014, between Wasatch County School District ("District") and Pearson Education, Inc. ("Pearson") will serve as an amendment to the original agreement entered into as of August 16, 2013 between the parties as amended April 3, 2014 (collectively, the "Agreement"). All terms not otherwise defined herein shall have the meanings given to them in the Agreement.

1. General Description

- A. This Amendment provides for the replacement of the program Teacher Compass with the SchoolNet Educator Development Suite (EDS).
- B. The two days of professional development associated with Teacher Compass will transfer to professional development for the SchoolNet Educator Development Suite.

2. Pricing

As a result of the substitution of EDS for Teacher Compass, no cost increase will occur.

3. Except as modified herein, the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment shall govern and control.

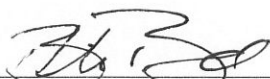
IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

PEARSON EDUCATION, INC.

By: _____

Printed Name/Title

Wasatch County School District

By:  _____

Blaik Baird / Board Pres.

Printed Name/Title

Amendment 3

This amendment is entered into as of May 19, 2015 (“Amendment 3”) between Wasatch County School District and Pearson Education, Inc. and will serve as an amendment to the original agreement entered into as of August 16, 2013 as amended March 17, 2014 and May 27, 2014 (collectively, the “Agreement”) between the parties. All terms not otherwise defined herein shall have the meanings given to them in the Agreement.

1. Description

- A. This Amendment 3 provides for the replacement of the Curriculum Manager with Response to Intervention (RTI).
- B. This Amendment 3 also provides for adjustments to products and services and associated costs for the 2014-15 school year – specifically, true-up for Intermediate School, Middle School, High School, AP/Honors/Electives, and Supplemental Curriculum - as follows:

Intermediate School

Customer Course	Grade	Pearson Recommended Course	ISBN	Title	Contracted Amount	Oct Student Count	Variance	Cost/License	Additional Cost
Language Arts									
Reading/Language Arts	5	Reading Street Common Core © 2013	9780328736508	Reading Street Common Core Gr. 5 Digital Access		493			
Reading/Language Arts	5	Calle de Lectura Grade 5	9780328596881	Calle de Lectura Grade 5 Digital Access		52			
Reading/Language Arts	6	PH Literature Common Core © 2015	9780133270600	PH Literature Common Core Grade 6 Digital Access (1		394			
Reading/Language Arts	6	Calle de Lectura Grade 6	9780328596898	Calle de Lectura Grade 6 Digital Access		43			
Math									
Math	5	enVision Math Common Core 2012	9780328681617	enVision Math Grade 5 Digital Access		491			
Math	6	digits 2012	97801335180978	digits Student Package Grade 6 (incl Student		414			
Math	6	enVision Math Common Core 2012	9780328702176	enVisionMATH Common Core en español 2012		25			
Social Studies									
Social Studies	5a	myWorld Social Studies 2013	9780328694785	myWorld SS Grade 5 Digital Access (Building Our		207			
Social Studies	6	myWorld History 2012	97801335176681	myWorld History Survey Edition Digital Access		355			
Science									
Science	5th	Interactive Science	9780328713691	Interactive Science Grade 5 digital Access		439			
Science	6th	Interactive Science	9780133703624; 6780133703624	Interactive Science Grade 6 digital Access		394			
					3143	3,307	164	\$13.50	\$2,214.00

Middle School

Customer Course	Grade	Pearson Recommended Course	ISBN	Title	Contract Amount	Oct Student Count	Variance	Cost/License	Additional Cost
Language Arts									
Reading/Language Arts	7	PH Literature Common Core © 2015	9780133271005	PH Literature Common Core Grade 7 Digital Access (1 year)		495			
Reading/Language Arts	8	PH Literature Common Core © 2015	9780133270624	PH Literature Common Core Grade 8 Digital Access (1 year)		458			
Science									
Science	7	Interactive Science 2012	9780133210200	Utah Interactive Science Digital Access Grade 7		495			
Science	8	Interactive Science 2012	9780133210170;	Utah Interactive Science Digital Access Grade 8		458			
Math									
Math	7	digits 2012	9780133181029	digits Student Package Grade 7 (incl Student Companion)		495			
Math	8	digits 2012	9780133276893	Accelerated digits		18			
Math	8	digits 2012	9780133181074	digits Student Package Grade 8 (incl Student Companion)		458			
Social Studies									
Social Studies	8	A History of Our Nation 2014	9780133231380	A History of Our Nation Digital Access		458			
Foreign Language									
Foreign Language	8	Realidades 2014	9780133219999	Realidades A Digital Access		125			
Foreign Language	8	Realidades 2014	9780133220001	Realidades B Digital Access		55			
					3340	3,515	175	\$13.50	\$2,362.50

High School

Customer Course	Grade	Pearson Recommended Course	ISBN	Title	Contracted Amount	Cost Oct 2014	Variance	Cost/License	Additional Cost	Platform
Language Arts										
Reading/Language Arts	9	PH Literature Common Core © 2015	9.78013E+12	Grade 9 Digital Access (1 year)		458				Realize
Reading/Language Arts	10	PH Literature Common Core © 2015	9.78013E+12	Grade 10 Digital Access (1 year)		137				Realize
Reading/Language Arts	11	PH Literature Common Core © 2015	9.78013E+12	Grade 11 Digital Access (1 year)		270				Realize
Reading/Language Arts	12	PH Literature Common Core © 2015	9.78013E+12	Grade 12 Digital Access (1 year)		76				Realize
Science										
Science	gr 9-10	Miller & Levine: Biology 2014	9.78013E+12	Miller & Levine Biology 2014		174				SuccessNet
Science	gr 10-12	Chemistry 2012	9.78013E+12	Chemistry 2012		156				SuccessNet Plus
Science	gr 9-12	Env Science: Your World, Your Turn 2011	9.78013E+12	Env Science: Your World, Your Turn 2011		30				SuccessNet Plus
Science	gr 9-12	Earth Science 2011	9.78013E+12	Earth Science 2011		73				
Science	gr 9-10	Conceptual Physics 2009	9.78013E+12	Conceptual Physics 2009		0				
Science	gr 9-12	Health 2014	9.78013E+12	Health 2014		252				SuccessNet
Math										
Math	gr 8-9	Pearson Integrated High School Mathematics I	9.78013E+12	Pearson Integrated High School Mathematics I		486				SuccessNet
Math	gr 9-10	Pearson Integrated High School Mathematics II	9.78013E+12	Pearson Integrated High School Mathematics II		412				SuccessNet
Math	gr 10-11	Pearson Integrated High School Mathematics III	9.78013E+12	Pearson Integrated High School Mathematics III		385				SuccessNet
Social Studies										
Social Studies	gr 9-12	US History 2013	9.78013E+12	US History 2013		333				SuccessNet
Social Studies	gr 9-12	World History 2014	9.78013E+12	World History 2014		194				
Social Studies	gr 9-12	Magraders American Government 2013	9.78013E+12	Magraders American Government 2013		66				SuccessNet Plus
Social Studies	gr 9-12	World Geography	9.78013E+12	World Geography		191				SuccessNet
Social Studies	gr 9-12	Economics 2013	9.78013E+12	Economics 2013		30				SuccessNet
Foreign Language										
Foreign Language	9	Realidades 1 © 2014	9.78013E+12	Realidades 1 © 2014		30				SuccessNet Plus
Foreign Language	10	Realidades 2 © 2014	9.78013E+12	Realidades 2 © 2014		30				SuccessNet Plus
Foreign Language	11	Realidades 3 © 2014	9.78013E+12	Realidades 3 © 2014		30				SuccessNet Plus
Foreign Language	12	Realidades 4 © 2014	9.78013E+12	Realidades 4 © 2014		19				SuccessNet Plus
Foreign Language	gr 9-12	Abriendo Paso 2014	9.78013E+12	Abriendo Paso 2014		16				SuccessNet Plus
Foreign Language	gr 9-12	Abriendo Paso Gramatics	9.78013E+12	Abriendo Paso Gramatics		35				SuccessNet Plus
					6340	3885	-3055	113.50	-141,242.50	

AP/Honors/Electives

Pearson Recommended Course	ISBN	Title	Contracted Amount	Oct Student Count	Variance	Cost/License	Additional Cost	Platform
The Cultural Landscape AP® Edition, 11th Edition © 2014 with Mastering Geography with Pearson eText Rubenstein	9780132326584	The Cultural Landscape AP® Edition, 11th Edition © 2014 with Mastering Geography with Pearson eText Rubenstein		115				Mastering
Campbell Biology in Focus Resources	9780133102178	Campbell Biology in Focus Resources		62				Mastering
AP Mastering Chemistry Brown and LeMay 2015	9780133574128	AP Mastering Chemistry Brown and LeMay 2015		19				Mastering
Giancoli, Physics: Principles with Applications AP® Edition 7th Edition © 2014 with MasteringPhysics	9780321921734	Giancoli, Physics: Principles with Applications AP® Edition 7th Edition © 2014 with MasteringPhysics		9				Mastering
			72	225	153	\$25.00	\$3,825.00	Mastering
Government in America AP® Edition, 16th Edition © 2014 with MyPolSciLab with Pearson eText Edwards et al.	9780205665758	Government in America AP® Edition, 16th Edition © 2014 with MyPolSciLab with Pearson eText Edwards et al.		20				MyLabs
Stearns et al., World Civilizations: The Global Experience 7th Edition © 2015 with MyHistoryLab with Pearson eText	9780133480436	Stearns et al., World Civilizations: The Global Experience 7th Edition © 2015 with MyHistoryLab with Pearson eText		57				MyLabs
Intermediate Algebra Plus NEW MyMathLab with Pearson eText -- Access Card Package (6th Edition) Martin-Gay, Elayn	9780321729637	Intermediate Algebra Plus NEW MyMathLab with Pearson eText -- Access Card Package (6th Edition) Martin-Gay, Elayn		175				MyLabs
Finney, Demana, Waits, Kennedy Calculus: Graphing, Numerical, Algebraic 4th Edition (2012)	9780133131574	Finney, Demana, Waits, Kennedy Calculus: Graphing, Numerical, Algebraic 4th Edition (2012)		68				MyLabs
Bock, Velleman, De Veaux, Stats: Modeling the World, 3/e © 2010	9780133131581	Bock, Velleman, De Veaux, Stats: Modeling the World, 3/e © 2010		40				MyLabs
			480	380	-100	\$35.00	-\$3,500.00	MyLab
						Cost	\$325.00	

Supplemental

	Pearson Recommended Course	ISBN	Title	Contracted Amount	Oct Student Count	Variance	Cost/License	Additional Cost	Platform
Write to Learn:									
6	Write to Learn		Write to Learn Grade 6 Digital		416				WTL
7	Write to Learn		Write to Learn Grade 7 Digital		495				WTL
8	Write to Learn		Write to Learn Grade 8 Digital		458				WTL
qr 5-8	Write to Learn			1729	1369	-360	\$19.95	-\$7,182.00	
Writing Coach:									
9	Writing Coach 2012	9780133203226	Writing Coach 2012 Digital Access		180				FSH+
10	Writing Coach 2012	9780133203223	Writing Coach 2012 Digital Access		150				FSH+
11	Writing Coach 2012	9780133203240	Writing Coach 2012 Digital Access		150				FSH+
12	Writing Coach 2012	9780133203257	Writing Coach 2012 Digital Access		150				FSH+
qr 9-12	Writing Coach 2012		Digital Access	1735	630	-1105	\$3.00	-\$3,315.00	
\$3.00/license									
5	Exchange	9780133230512	Exchange Science		433				OLE
5	Exchange	9780133237108	Exchange Social		433				OLE
5	Exchange		Exchange Science	866	866	0	\$3.00	\$0.00	
\$5.00/license									
6	Online Learning Exchange	9780133274912	Online Learning Exchange Science		461				OLE
6	Online Learning Exchange	9780133229455	Online Learning Exchange Social		461				OLE
7,8	Online Learning Exchange	9780133188561	Online Learning Exchange Utah		951				OLE
8	Online Learning Exchange	9780133188554	Online Learning Exchange		458				OLE
qr 6-8				2592	2331	-261	\$5.00	-\$1,305.00	
\$7.00/license									
qr 9-10	Online Learning Exchange Biology	9780133188608	Online Learning Exchange Biology		174				OLE
qr 10-12	Exchange Chemistry	9780133188592	Exchange Chemistry		156				OLE
qr 9-10	Online Learning Exchange Physics	9780133188615	Online Learning Exchange Physics		150				OLE
qr 9-12	Exchange US History 2013	9780133229493	Exchange US History 2013		150				OLE
qr 9-12	Exchange World History 2014	9780133229479	Exchange World History 2014		150				OLE
qr 9-12				3470	780	-2690	\$7.00	-\$18,830.00	
\$10/license									
qr 9-12	Math XL for School	9780321600554	Math XL for School	1735	1,283	-452	\$10.00	-\$4,520.00	
Recovery									
GradPoint			GradPoint	70	70	0	\$149.00	\$0.00	
EDS/Teacher Compars									
EDS - Flatrate				278	278	0	\$35.00	\$0.00	
NBC Learn									
Learn			videostreaming-1	278	278	0	\$0.00	\$0.00	
Learn grade 7-8		9780133312539	NBC Learn	0	953	953	\$2.50	\$2,382.50	
Learn grade 9-12		9780133312539	NBC Learn	0	400	400	\$2.50	\$1,000.00	
							Cost	-\$31,769.50	

2. Pricing Schedule

- A. No change in cost will occur as a result of the substitution of RTI for Curriculum Manager.
- B. The changes in cost associated with the curriculum changes referenced in 1.B. above are set forth on the following Pricing Schedule, which replaces and supersedes the Pricing Schedule in the Agreement.

1:1 Learning Initiative Pricing for Wasatch							
School Year	2013-2014	2014-2015	2015-2016	2016-2017	OPTIONAL		
	2013	2014	2015	2016	2017-2018	2018-2019	
	2017	2018					
Digital Curriculum							
Core Digital Curriculum	\$ 91,009.50	\$ 257,008.50	\$ 387,790.50	\$ 387,790.50	\$ 387,790.50	\$ 387,790.50	
Supplemental Digital Curriculum*	\$ 45,445.55	\$ 85,128.55	\$ 119,853.80	\$ 119,853.80	\$ 119,853.80	\$ 119,853.80	
Digital Curriculum Subtotal	\$ 136,455.05	\$ 342,137.05	\$ 507,644.30	\$ 507,644.30	\$ 507,644.30	\$ 507,644.30	
<i>* includes credit for SuccessMaker</i>							
SIS							
PowerSchool SIS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Schoolnet IIS	\$ 131,979.60	\$ 108,982.85	\$ 100,798.15	\$ 101,625.68	\$ 102,465.62	\$ 103,318.16	
SIS/IIS Subtotal	\$ 131,979.60	\$ 108,982.85	\$ 100,798.15	\$ 101,625.68	\$ 102,465.62	\$ 103,318.16	
Supporting Change of Practice	\$ 187,630.00	\$ 262,980.00	\$ 303,330.00	\$ 163,330.00	\$ 30,330.00	\$ 23,630.00	
Planning & Project Management	\$ 84,250.00	\$ 97,250.00	\$ 92,000.00	\$ -	\$ -	\$ -	
Technical Support	\$ 10,500.00	\$ 14,000.00	\$ 17,500.00	\$ -	\$ -	\$ -	
							Six year totals
Pearson 1:1 Learning Initiative Total - Original Contract	\$ 550,814.65	\$ 825,349.90	\$ 1,021,272.45	\$ 772,599.98	\$ 640,439.92	\$ 634,592.46	\$ 4,445,069.35
ORIGINAL PAYMENT PLAN	\$ 460,000.00	\$ 760,000.00	\$ 1,050,036.98	\$ 900,000.00	\$ 640,439.92	\$ 634,592.46	\$ 4,445,069.35
Amendment 1 Changes:							
Delay of implementation of Schoolnet IIS by one year	\$ (131,979.60)	\$ 22,996.75	\$ 8,184.70	\$ (827.53)			\$ (101,625.68)
Amendment 2 Changes:							
Delete 2 days of Teacher Compass training	\$ (3,500.00)	\$ (3,500.00)					\$ (7,000.00)
Delete Teacher Compass licenses	\$ (23,630.00)	\$ (23,630.00)	\$ (23,630.00)	\$ (23,630.00)			\$ (94,520.00)
Add Schoolnet EDS implementation		\$ 20,800.00					\$ 20,800.00
Add Schoolnet EDS training		\$ 7,000.00					\$ 7,000.00
Add Schoolnet EDS licenses and support		\$ 24,573.33	\$ 24,573.33	\$ 24,573.34			\$ 73,720.00
Amendment 2 Total	\$ 300,890.40	\$ 808,240.08	\$ 1,059,165.01	\$ 900,115.81	\$ 640,439.92	\$ 634,592.46	
Amendment 3 Changes:							
Core Digital Curriculum-							
Elementary School		\$ 2,214.00					\$ 2,214.00
Middle School		\$ 2,362.50					\$ 2,362.50
High School		\$ (41,242.50)					\$ (41,242.50)
OLE Middle School		\$ (1,305.00)					\$ (1,305.00)
OLE High School		\$ (18,830.00)					\$ (18,830.00)
Math XL		\$ (4,520.00)					\$ (4,520.00)
MyLab		\$ (3,500.00)					\$ (3,500.00)
Mastering		\$ 3,825.00					\$ 3,825.00
Supplemental Digital Curriculum-							
Writing Coach		\$ (3,315.00)					\$ (3,315.00)
WriteToLearn		\$ (7,182.00)					\$ (7,182.00)
NBC Learn Grades 7-8		\$ 2,382.50					\$ 2,382.50
NBC Learn Grades 9-12		\$ 1,000.00					\$ 1,000.00
SuccessMaker Cancellation		\$ (20,417.67)					\$ (20,417.67)
Pearson 1:1 Learning Initiative Total	\$ 300,890	\$ 719,712	\$ 1,059,165	\$ 900,116	\$ 640,440	\$ 634,592	\$ 4,254,915.51
PAYMENT PLAN	\$ 460,000	\$ 671,472	\$ 948,295	\$ 900,116	\$ 640,440	\$ 634,592	\$ 4,254,915.51

3. Except as modified herein, all other terms of the Agreement are ratified and affirmed.


IN WITNESS WHEREOF, this Amendment 3 has been executed as of the date first written above.

PEARSON EDUCATION, INC.

By: _____

Printed Name/Title

WASATCH COUNTY SCHOOL DISTRICT

By:  _____

Blaik Baird / Board Pres.
Printed Name/Title