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CIITS Workshop Catalog

TABLE OF CONTENTS

DELIVERY CHANNELS & WORKSHOP TYPES	
HOW TO REQUEST A DISTRICT WORKSHOP	2
ASSESSMENT ADMIN FOR TEACHERS	
CREATING AND ADMINISTERING CLASSROOM ASSESSMENTS (CAPACITY BUILDING)	3
CREATING AND ADMINISTERING CLASSROOM ASSESSMENTS (END USER)	3
Creating Classroom Assessments	
Scheduling & Administering Classroom Assessments	4
ACCESSING CLASSROOM ASSESSMENT RESULTS	
ASSESSMENT ADMIN FOR ADMINISTRATORS	
CREATING AND ADMINISTERING COMMON ASSESSMENTS (CAPACITY BUILDING)	5
CREATING AND ADMINISTERING COMMON ASSESSMENTS (END USER)	5
Creating Common Assessments	
Scheduling & Administering Common Assessments	6
ACCESSING COMMON ASSESSMENT RESULTS	6
CLASSROOMS	
Instructional Materials: Accessing, Creating, Sharing, & Planning (Capacity Building)	7
Instructional Materials: Accessing, Creating, Sharing, & Planning (End User)	
Creating & Sharing Instructional Materials	8
Accessing Materials & Using the Lesson Planner	8
Creating & Working With Student Groups	
Introduction to Classroom Reporting (Capacity Building)	9
Introduction to Classroom Reporting (End User)	_
Creating Classroom Reports	_
Creating, Publishing, & Accessing District Instructional Materials (for district administrators or leadership	')10
SCHOOL & DISTRICT DATA	
School & District Data Overview (Capacity Building)	
School & District Data Overview (for End users)	
Introduction to School & District Data	
GENERATING REPORTS	
Advanced Reporting	12
APPENDIX A: CIITS/PEARSON WORKSHOP REQUEST FORM	
APPENDIX B: CIITS/PEARSON CONTENT LOADING SERVICES FORM	17

DELIVERY CHANNELS & WORKSHOP TYPES

Pearson/Schoolnet offers a range of professional development workshops to support each district's needs, timeframe, and budget. Unless otherwise specified, workshops can have a maximum of 20 participants per session and will be led by one (1) Certified Master Instructor. Each workshop falls under one of these types:

Face-to-Face

• Capacity Building Workshops - 7 hours, \$1,750

Capacity Building workshops are specifically designed to build local training capacity. Participants will engage in hands-on exercises, detailed exploration of the specified module, and discussion surrounding best practices for turnaround training. At the culmination of the workshop, participants will have the opportunity to experience training others on key functions of the tool. This collaborative and interactive learning environment allows participants to ask questions as they see and utilize the tool while providing immediate feedback and coaching.

• End User Workshops – 6 hours, \$1,500

End User Workshops are designed to enable each and every individual who interacts with CIITS by teaching district and school staff to use the data and functionality in CIITS to support their everyday work. Participants will receive a high-level overview and demonstration of functionality within the specified module, guided practice, time for exploration and practice with the tool, and in-person interaction with immediate feedback and coachin. Each participant will be provided with workshop documentation that includes step-by-step instructions to guide independent use of the specified functionality.

Web-Based

• Instructor-Led Online Workshops - 1.5 hours, \$300

Using Adobe Connect Pro Meeting technology, Instructor-Led Online workshops allow you to interact with the instructor and view application demonstrations in real time, right from your own desk, via the web. Each participant will receive a digital copy of training materials and will have time to participate in handson exercises. This collaborative and interactive learning environment allows you to ask questions as you see tasks demonstrated and receive immediate feedback and coaching.

HOW TO REQUEST A DISTRICT WORKSHOP

Requesting Face-to-Face Workshops

- Download the CIITS/Pearson Workshop Request Form from the CIITS Resource Page, or print it from page 13 of this catalog.
- District completes Parts 1 & 2 of the form of and submits it to <u>CIITS@schoolnet.com</u>
- Pearson will provide estimated instructor travel costs in Part 4 of the form and return it to the District.
- District completes Parts 5 & 6 and returns the signed form to Pearson.
- Pearson confirms and schedules the workshop, then provides workshop registration links and any additional information specific to the workshop(s) requested.

Requesting Web-Based Workshops

- Download the CIITS/Pearson Workshop Request Form from the CIITS Resource Page, or print it from page 13 of this catalog.
- District review and completes Parts 1, 2, 3, 5, & 6 of this form and submits it to CIITS@schoolnet.com.
- Pearson confirms and schedules the workshop, then provides workshop registration links and any additional information specific to the workshop(s) requested.

ASSESSMENT ADMIN FOR TEACHERS

The Assessment Admin module provides tools to support the formative assessment process. Teachers can create classroom assessments using items drawn from an item bank or create their own test items. Tests may be administered online or using compatible clickers.

CREATING AND ADMINISTERING CLASSROOM ASSESSMENTS (CAPACITY BUILDING)

Type: Capacity Building Workshop

Recommended Audience: Instructors who plan to train Teachers

Delivery Channel: Face-to-Face Workshop

Length: One Day (7 hours) **Prerequisites:** None

Topics:

At the end of this workshop, participants will be able utilize the functionality available in the Assessment Admin module to:

- Search for items in the item bank
- Create multiple types of items, including multiple choice, open response, and gridded response.
- Understand the different stages of building a test in Assess.
- Create, modify, and delete assessments.
- Schedule classroom tests.
- Administer classroom tests.
- Score student responses online
- Review accessing classroom assessments in Classrooms.
- Train others to use the system

CREATING AND ADMINISTERING CLASSROOM ASSESSMENTS (END USER)

Type: End User Workshop

Recommended Audience: Teachers

Delivery Channel: Face-to-Face Workshop

Length: One Day (6 hours) **Prerequisites:** None

Topics:

- Search for items in the item bank
- · Create multiple types of items, including multiple choice, open response, and gridded response
- Understand the different stages of building a test in Assess
- Create, modify, and delete assessments
- Schedule classroom test
- Administer classroom tests
- Score student responses online
- Review accessing classroom assessments in Classrooms

CREATING CLASSROOM ASSESSMENTS

Type: Instructor-Led Online Workshop Recommended Audience: Teachers Delivery Channel: Web-Based Workshop

Length: 1.5 hours **Prerequisites:** None

Topics:

At the end of this workshop, participants will be able utilize the functionality available in the Assessment Admin module to:

- Search for items in the item bank
- Create multiple types of items, including multiple choice, open response, and gridded response
- Understand the different stages of building a test in Assessment Admin
- Create, modify, and delete classroom assessments

SCHEDULING & ADMINISTERING CLASSROOM ASSESSMENTS

Type: Instructor-Led Online Workshop Recommended Audience: Teachers Delivery Channel: Web-Based Workshop

Length: 1.5 hours

Prerequisites: Creating Classroom Assessments Online Workshop

Topics:

At the end of this workshop, participants will be able utilize the functionality available in the Assessment Admin module to:

- Schedule classroom test
- Administer classroom tests
- Score student responses online

ACCESSING CLASSROOM ASSESSMENT RESULTS

Type: Instructor-Led Online Workshop Recommended Audience: Teachers Delivery Channel: Web-Based Workshop

Length: 1.5 hours

Prerequisites: Scheduling & Administering Classroom Assessments Online Workshop

Topics:

- Access classroom assessment results in the Classrooms module
- Utilize the Classroom Assessment Monitor, Standards Mastery report, and Item Analysis report

ASSESSMENT ADMIN FOR ADMINISTRATORS

The Assessment Admin module provides tools to support school and district leaders in creating and administering common assessments. Items may be drawn from an item bank or locally created and assessments can be created at the school or district levels to provide content security. Tests may be administered online or using compatible clickers.

CREATING AND ADMINISTERING COMMON ASSESSMENTS (CAPACITY BUILDING)

Type: Capacity Building Workshop

Recommended Audience: Instructors who plan to train School & District Leaders

Delivery Channel: Face-to-Face Workshop

Length: One Day (7 hours)

Topics:

At the end of this workshop, participants will be able utilize the functionality available in the Assessment Admin module to:

- Search for items in the item bank
- Create multiple types of items, including multiple choice, open response, and gridded response
- Understand the different stages of building a test in Assessment Admin
- Create, modify, and delete common assessments
- Schedule common assessments at the district and school levels
- · Administer common assessments online
- Score student responses online
- Review accessing classroom assessments in the Classrooms & School & District Data modules
- Train others to use the system

CREATING AND ADMINISTERING COMMON ASSESSMENTS (END USER)

Type: End User Workshop

Recommended Audience: School & District Leaders

Delivery Channel: Face-to-Face Workshop

Length: One Day (6 hours)

Topics:

- Search for items in the item bank
- Create multiple types of items, including multiple choice, open response, and gridded response
- Understand the different stages of building a test in Assessment Admin
- Create, modify, and delete common assessments
- Schedule common assessments at the district and school levels
- Administer common assessments online
- Score student responses online
- Review accessing classroom assessments in the Classrooms & School & District Data modules

CREATING COMMON ASSESSMENTS

Type: Instructor-Led Online Workshop

Recommended Audience: School & District Leaders

Delivery Channel: Web-Based Workshop

Length: 1.5 hours **Prerequisites:** None

Topics:

At the end of this workshop, participants will be able utilize the functionality available in the Assessment Admin module to:

- Search for items in the item bank
- · Create multiple types of items, including multiple choice, open response, and gridded response
- Understand the different stages of building a test in Assessment Admin
- Create, modify, and delete common assessments

SCHEDULING & ADMINISTERING COMMON ASSESSMENTS

Type: Instructor-Led Online Workshop

Recommended Audience: School & District Leaders

Delivery Channel: Web-Based Workshop

Length: 1.5 hours

Prerequisites: Creating Common Assessments Online Workshop

Topics:

At the end of this workshop, participants will be able utilize the functionality available in the Assessment Admin module to:

- Schedule common assessments
- Administer common assessments
- Score student responses online

Accessing Common Assessment Results

Type: Instructor-Led Online Workshop

Recommended Audience: School & District Leaders

Delivery Channel: Web-Based Workshop

Length: 1.5 hours

Prerequisites: Scheduling & Administering Common Assessments Online Workshop

Topics:

- Access classroom-level common assessment results in the Classrooms module
- Access aggregate-level common assessment results in the School & District Data module
- Utilize the Benchmark Dashboard in the School & District Data module

CLASSROOMS

The Classrooms module presents a comprehensive dashboard, conveniently packaging class rosters, instructional materials and standards-aligned student performance reports into a single interface.

Instructional Materials: Accessing, Creating, Sharing, & Planning (Capacity Building)

Type: Capacity Building Workshop

Recommended Audience: Teachers and Administrators who plan to train teachers and administrators

Delivery Channel: In Person **Length:** 1 day (7 hours) **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to facilitate training focused on training teachers and administrators to:

- Access Instructional Materials (curricula, curricular units, instructional units, lesson plans, and resources) online and save desired materials for future use.
- Create and schedule lesson plans aligned to standards.
- Submit Instructional Materials to share and leverage best practices
- Utilize the Lesson Planner in CIITS
- Train others to use the system

Instructional Materials: Accessing, Creating, Sharing, & Planning (End User)

Type: End User Workshop

Recommended Audience: Teachers and Administrators

Delivery Channel: In Person **Length:** 1 day (6 hours) **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to utilize CIITS to:

- Access Instructional Materials (curricula, curricular units, instructional units, lesson plans, and resources) online and save desired materials for future use.
- Create and schedule lesson plans aligned to standards.
- Submit Instructional Materials to share and leverage best practices
- Utilize the Lesson Planner in CIITS

CREATING & SHARING INSTRUCTIONAL MATERIALS

Type: Instructor-Led Online Workshop

Recommended Audience: Teachers and Administrators

Delivery Channel: Web-based

Length: 1.5 hours **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to utilize CIITS to:

- Search for Standards and Materials
- Create Instructional Materials (Instructional Units, Lesson Plans, and Resource) aligned to standards.
- Submit Instructional Materials for approval at the school or district level (Instructional Units, Lesson Plans, and Resources)

ACCESSING MATERIALS & USING THE LESSON PLANNER

Type: Instructor-Led Online Workshop

Recommended Audience: Teachers and Administrators

Delivery Channel: Web-based

Length: 1.5 hours **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to utilize CIITS to

- Access Instructional Materials (curricula, curricular units, instructional units, lesson plans, and resources) online and save desired materials for future use.
- Schedule lesson plans to the Lesson Planner

CREATING & WORKING WITH STUDENT GROUPS

Type: Instructor-Led Online Workshop

Recommended Audience: Teachers & School Administrators

Delivery Channel: Web-based

Length: 1.5 hours **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to utilize CIITS to

- Create Student Groups from Standards Mastery & Item Analysis Reports
- Create Student Groups from Class Lists
- Enter notes, evidence of mastery, strategies utilized, and next steps for Student Groups
- Add or remove students from a group
- Run reports for students in a group

INTRODUCTION TO CLASSROOM REPORTING (CAPACITY BUILDING)

Type: Capacity Building Workshop

Recommended Audience: Teachers and School Administrators who plan to train others

Delivery Channel: In Person **Length:** 1 day (7 hours) **Prerequisites:** None

Topics:

At the end of this workshop, participants will be able to facilitate training focused on training teachers and administrators to:

- Access & navigate the Student Profile
- Access Standards Mastery Reports to track and group students for differentiated instruction.
- Access Item Analysis and Benchmark Trends Reports (if available) to analyze student progress.
- Create an Analysis Spreadsheet to compare all students in a class on multiple data points (if available).
- Create Student Groups for differentiated instruction.
- Train others to use the system.

INTRODUCTION TO CLASSROOM REPORTING (END USER)

Type: End User Workshop

Recommended Audience: Teachers and School Administrators

Delivery Channel: In Person Length: 1 day (6 hours) Prerequisites: None

Topics:

At the end of this course, participants will be able utilize the functionality available in Classrooms to:

- Access & navigate the Student Profile
- Access Standards Mastery Reports to track and group students for differentiated instruction.
- Access Item Analysis and Benchmark Trends Reports (if available) to analyze student progress.
- Create an Analysis Spreadsheet to compare all students in a class on multiple data points (if available).
- Create Student Groups for differentiated instruction.

CREATING CLASSROOM REPORTS

Type: Instructor-Led Online Workshop

Recommended Audience: Teachers & School Administrators

Delivery Channel: Web-based

Length: 1.5 hours **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to utilize CIITS to

- Access and analyze Standards Mastery Reports for classroom assessments, common assessments, and standardized tests
- Access and analyze Item Analysis Reports for classroom assessments and common assessments
- Create an Analysis Spreadsheet to compare all students in a class on multiple data points

CREATING, PUBLISHING, & ACCESSING DISTRICT INSTRUCTIONAL MATERIALS (FOR DISTRICT ADMINISTRATORS OR LEADERSHIP)

Type: Instructor-Led Online Workshop

Recommended Audience: District Curriculum Administrators, Select District staff tasked with entering curriculum

Delivery Channel: Web-based

Length: 1.5 hours **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to utilize CIITS to

- Create district curricular units, instructional units, lesson plans, and resources
- Link instructional materials to one another
- Publish instructional materials to the District Materials Bank
- Search for, access, and edit District instructional materials.

SCHOOL & DISTRICT DATA

The School & District Data module provides interactive dashboards that give an at-a-glance view of current performance at all levels – by district, region, school, classroom, and student. Pre-formatted and custom reporting tools help district and school administrators measure performance, plan improvement, and monitor progress toward defined goals.

SCHOOL & DISTRICT DATA OVERVIEW (CAPACITY BUILDING)

Type: Capacity Building Workshop

Recommended Audience: Administrators and Leaders who plan to train other administrators/leadership

Delivery Channel: In Person **Length:** 1 day (7 hours) **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to facilitate training focused on training administrators and leadership to:

- Chart district and school progress toward performance targets by monitoring KPIs related to attendance, enrollment, and student performance.
- Identify trends by analyzing standardized test and benchmark assessment results.
- Access dynamic reports from district-saved and school-saved report banks.
- Generate pre-formatted reports to access and disaggregate meaningful grade level, school, and district data.
- Utilize the Student Profile as a single point of access for contact information and performance data.
- View and sort students in an Analysis Spreadsheet to compare students on multiple data points.
- Apply filters to create student sets for a variety of reporting purposes.
- Edit and save published reports for personal use.
- Prepare to deliver turnaround training in their district/school.

SCHOOL & DISTRICT DATA OVERVIEW (FOR END USERS)

Type: End User Workshop

Recommended Audience: Administrators and Leaders who plan to train other administrators/leadership

Delivery Channel: In Person **Length:** 1 day (6 hours) **Prequisites:** None

Topics:

At the end of this workshop, participants will be able to facilitate training for administrators and leadership surrounding:

- Chart district and school progress toward performance targets by monitoring KPIs related to attendance, enrollment, and student performance.
- Identify trends by analyzing standardized test and benchmark assessment results.
- Access dynamic reports from district-saved and school-saved report banks.
- Generate pre-formatted reports to access and disaggregate meaningful grade level, school, and district data
- Utilize the Student Profile as a single point of access for contact information and performance data.
- View and sort students in an Analysis Spreadsheet to compare students on multiple data points.
- Apply filters to create student sets for a variety of reporting purposes.
- Edit and save published reports for personal use.

INTRODUCTION TO SCHOOL & DISTRICT DATA

Type: Instructor-Led Online Workshop

Recommended Audience: School & District Administrators, Specialists, Analysts

Delivery Channel: Web-based

Length: 1.5 hours **Prequisites:** None

Topics:

At the end of this course, participants will be able utilize the functionality available in School & District Data to:

- Chart district and school progress toward performance targets by monitoring KPIs related to attendance, enrollment, and student performance.
- Identify trends by analyzing standardized test and benchmark assessment results.
- Access dynamic reports from district-saved and school-saved report banks.
- · Edit and save published reports for personal use
- Locate and navigate the student profile.

GENERATING REPORTS

Type: Instructor-Led Online Workshop

Recommended Audience: School & District Administrators, Specialists, Analysts

Delivery Channel: Web-based

Length: 1.5 hours

Prequisites: Prior attendance at the "Introduction to School & District Data" online workshop

Topics:

At the end of this course, participants will be able utilize the functionality available in School & District Data to:

- Generate pre-formatted reports to access and disaggregate meaningful grade level, school, and district data.
- View and sort students in an Analysis Spreadsheet to compare students on multiple data points.
- Apply filters to create student sets for a variety of reporting purposes.
- Save your reports for future use.

ADVANCED REPORTING

Type: Instructor-Led Online Workshop

Recommended Audience: School & District Administrators, Specialists, Analysts

Delivery Channel: Web-based

Length: 1.5 hours

Prequisites: Prior attendance at the "Introduction to School & District Data" and "Generating Your Own Reports"

online workshops.

Topics:

At the end of this course, participants will be able utilize the functionality available in School & District Data to:

- Create custom reports to access and disaggregate meaningful grade level, school, and district data.
- Save, contextualize, and publish dynamic reports to district and school report banks.
- Edit and delete saved and/or published reports as needed or desired.

APPENDIX A: CIITS/PEARSON WORKSHOP REQUEST FORM

NCS Pearson, Inc. (Pearson) offers Face-to-Face workshops as well as Instructor-Led Online Training to support each district's needs, timeframe, and budget. All workshops must be requested at least four (4) weeks in advance. All services ordered are subject to the Terms and Conditions attached to this Request Form.

To request Instructor-Led Online Training:

- District reviews and completes Parts 1, 2, 3, 5, & 6 of this form and submits it to CIITS@schoolnet.com.
- Pearson confirms and schedules the workshop, then provides workshop registration links and any additional information specific to the workshop(s) requested.

To request Face-to-Face workshops:

- District reviews and completes Parts 1 & 2 of this form and submits it to CIITS@schoolnet.com.
- Pearson provides estimated instructor travel costs in Part 4 and returns this form to District.
- District completes Parts 5 & 6 and returns the signed form to Pearson.
- Pearson confirms and schedules the workshop, then provides workshop registration links and any additional information specific to the workshop(s) requested.

Part 1: Workshop Details

District Name:	
District Contact:	
Email:	
Phone:	
Date Request Submitted:	
Delivery Channel and Pricing Details:	
 Instructor-Led Online Training: 1.5 hours, \$300 per workshop 	
 Face-to-Face End-User Workshop: 6 hours, \$1,500 per workshop + instructor travel 	
 Face-to-Face Capacity Building Workshop: 7 hours, \$1,750 per session + instructor travel 	
CIITS Module:	
 School & District Data, Classrooms, or Assessment Admin 	
Session Topic/Title:	
 Select from CIITS Workshop Catalog. 	
 Describe any specific functionality that should be 	
emphasized.	
Number of Participants:	
 Maximum of 20 participants per session 	
 Minimum of 10 participants per session 	
Audience:	
 Describe the anticipated attendees (e.g., principals, teachers, trainers, specialists, etc.) 	
Requested Date(s):	
 If requesting multiple session dates and times, complete the Workshop Schedule in Part 3. 	
Start/End Times:	
Location:	
Special Notes:	
10	

Part 2: Assumptions/Guidelines for Scheduling Workshops

- Face-to-Face workshops will be facilitated by one (1) Certified Master Instructor.
- District will be expected to provide a technology support staff member in the workshop room for all Face-to-Face workshops.
- District will coordinate training and supply adequate facilities for all Face-to-Face workshops.

 Adequate facilities are generally defined as a training room with properly set-up computers for all trainees, good internet connectivity, and a projector with a compatible computer.
- Pearson is not responsible for training workshops participants that exceed the stated maximum of 20 per session.
- A workshop may be cancelled or rescheduled up to four (4) weeks prior to the workshop date. District
 will be charged in full for workshops cancelled or rescheduled less than four (4) weeks prior to the
 workshop date. District will be responsible for any expenses incurred for changing instructor travel
 arrangements

Part 3: Workshop Schedule (Complete if requesting multiple session dates/times.)

	Session Title	Delivery Channel	Date	Start Time	End Time	Time Zone
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Part 4: Estimated Instructor Travel Costs (for In-Person Workshop)

Category	Estimated Cost	Notes
Airfare	\$	
Lodging	\$	
Additional Transportation	\$	
Meals	\$	Not to exceed \$60 per day
Total Estimated Expenses	\$	

Part 5: TERMS AND CONDITIONS

NCS Pearson, Inc. ("Pearson") will provide certain professional development services to the school, school district, or other entity ("Customer") named in the Request Form (the "Request") to which these terms and conditions are attached. These terms and conditions, referred to herein as the "agreement," set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Request, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services listed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Request will be governed hereby.

- 1. **SERVICES.** Customer agrees to purchase, and Pearson agrees to furnish, in accordance with this Agreement, those professional services (the "Services") that are described in the Request that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.
- 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 Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project Manager shall be responsible for managing the Services provided 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 the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.
- 4. **FEES.** Customer agrees to pay Pearson the fees specified in the Request. 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 or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.
- 5. **TERM; TERMINATION.** This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder 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 this Agreement, Customer shall not be relieved of any obligation to pay for Services 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 this Agreement.
- 6. **OWNERSHIP RIGHTS.** If Pearson provides Customer with any documentation, manuals, and/or any other materials (collectively, "Materials") as a result of the provision of Services, 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; and (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. 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 providing the Services, 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 the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. **WARRANTIES; LIMITATIONS.** Pearson warrants that the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES 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 OR 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 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 THIS AGREEMENT OR THE PROVISION OF THE SERVICES 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 THIS 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 OR MATERIALS ON WHICH THE CLAIM IS BASED.
- 9. **FORCE MAJEURE.** In the event Pearson's personnel fail to perform the 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.
- 10. GOVERNING LAW. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of laws.
- 11. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.
- 12. **ASSIGNMENT; SUBCONTRACTING.** Customer may not assign all or any portion of this Agreement without Pearson's written consent. Pearson may subcontract, assign or delegate any of its rights and duties under this Agreement without the consent of Customer.
- 13. **ENTIRE AGREEMENT.** This Agreement, together with the Request, 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 this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. This Agreement shall not be modified or amended without the written agreement of both parties.

Part 6: District Signature

An authorized signature on this page indicates agreement and acceptance of the Terms and Conditions and applicable instructor travel expenses.

Agreed to:
Ву:
Authorized signature
Name (type or print):
Title: Date:
Customer phone number:
Customer address:

APPENDIX B: CIITS/PEARSON CONTENT LOADING SERVICES FORM

NCS Pearson, Inc. (Pearson) offers services to support content loading (including assessment items and curriculum materials) at the District level. Upon completion of this request form you will be contacted to schedule a discovery meeting. This can be held either in person or via conference call/WebEx. Once the discovery process is complete, you will be provided with an estimated cost for your District's content loading project.

Please complete the District Information and Project Description portions of this form and submit it to CIITS@schoolnet.com. All services ordered are subject to the Terms and Conditions attached to this Request Form.

District Information	
District Name:	
Program Name	
District Contact:	
Email Address	
Phone Number:	
Pearson Information	
Pearson Implementation Manager Name:	
Implementation Manager Phone Number:	
Implementation Manager Email Address:	
Project Information	
Project Duration:	
Anticipated Start Date:	
Anticipated End Date:	

Project Description:

Brief description of content the District would like to contract with Pearson to load.	

Hours & Fees

Activity	Hours	Cost to District
Totals		

TERMS AND CONDITIONS

NCS Pearson, Inc. ("Pearson") will provide certain professional development services to the school, school district, or other entity ("Customer") named in the Request Form (the "Request") to which these terms and conditions are attached. These terms and conditions, referred to herein as the "agreement," set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Request, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services listed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Request will be governed hereby.

- 1. **SERVICES.** Customer agrees to purchase, and Pearson agrees to furnish, in accordance with this Agreement, those professional services (the "Services") that are described in the Request that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.
- 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 Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project Manager shall be responsible for managing the Services provided 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 the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.
- 4. **FEES.** Customer agrees to pay Pearson the fees specified in the Request. 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 or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.
- 5. **TERM; TERMINATION.** This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder 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 this Agreement, Customer shall not be relieved of any obligation to pay for Services 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 this Agreement.
- 6. **OWNERSHIP RIGHTS.** If Pearson provides Customer with any documentation, manuals, and/or any other materials (collectively, "Materials") as a result of the provision of Services, 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; and (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. 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 providing the Services, 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 the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. **WARRANTIES; LIMITATIONS.** Pearson warrants that the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES 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 OR 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 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 THIS AGREEMENT OR THE PROVISION OF THE SERVICES 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 THIS 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 OR MATERIALS ON WHICH THE CLAIM IS BASED.
- 9. **FORCE MAJEURE.** In the event Pearson's personnel fail to perform the 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.
- 10. **GOVERNING LAW.** This Agreement shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of laws.
- 11. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.
- 12. **ASSIGNMENT; SUBCONTRACTING.** Customer may not assign all or any portion of this Agreement without Pearson's written consent. Pearson may subcontract, assign or delegate any of its rights and duties under this Agreement without the consent of Customer.
- 13. **ENTIRE AGREEMENT.** This Agreement, together with the Request, 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 this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. This Agreement shall not be modified or amended without the written agreement of both parties.

District Signature

An authorized signature on this page indicates agreement and acceptance of the Terms and Conditions and applicable expenses.

Agreed to:
By:
Authorized signature
Name (type or print):
Title: Date:
Customer phone number:
Customer address: