K12

This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2017 (the "Order Effective Date"), is between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD, SARASOTA, FL, 34231 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _BRIDGET Zegl_ Date: _5/2/17_

Name (Print): _Caroline Zucker_ _Bridget Ziegler_ Title: _Chair Vice-chair_

Accepted by K12:

Signature: _Allison Cleveland_ Date: _April 11, 2017_

Name (Print): _Allison Cleveland_ Title: _Vp, school Services_

1. **Period:** 7/1/2017 through 6/30/2018 and is not eligible for a renewal period.
2. **Territory:** Students served by The School Board of Sarasota County, Sarasota, FL
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price
FTS Comprehensive 9-12 Student License (6 Courses, Instruction)	9-12 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	$4,295.00
FTS Comprehensive K-8 Student License (6 Courses, Instruction)	K-8 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	$4,295.00

4. Description of Educational Products.

FuelEd Full-Time Comprehensive Program: The FuelEd Full-Time Comprehensive Program includes three components: (1) Courses content with hosting service, (2) Materials (for K-8 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books, supplies and teaching tools (collectively, Materials) for K-8 students. Materials for Customers teachers and High School students are ordered separately. A complete list of required materials may be accessed at http://www.getfueled.com/required-materials. FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

5. Description of Services.

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced quarterly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 28 days from when the student enrolls, Customer will be refunded 100% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FuelEd Full-time School Comprehensive Program: FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed quarterly (in the months of September, December, March, and June) with invoices payable in accordance with the Terms; (b) materials will be invoiced upon shipment.

FuelEd Full-Time School Material Refund Policy: Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to Fueled of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

EXHIBIT A

FLORIDA ATTACHMENT TO THE
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. **WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.

Section 1: Florida VIP Program Requirements

The following Florida Virtual Instruction Program requirements noted in §1002.45 of the Florida Statutes shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

a)   Contract Requirements

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

Requirement	Text	K12 Response	Statute Reference
Curriculum Plan	"Set forth a detailed curriculum plan that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject."	K12 has provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**. K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program.	§ 1002.45 (4)(a) F. S.
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	K12 provides a percentage grade to the Customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.	§ 1002.45 (4)(c) F. S.
Termination	"Specify authorized reasons for termination of the contract."	TERMINATION FOR CAUSE: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of	§ 1002.45 (4)(d) F. S.

		such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.	
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

b) Provider Requirements

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Non-Sectarian	"Is nonsectarian in its programs, admission policies, employment practices, and operations"	K12 represents and warrants that it adheres to a non-sectarian policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf	§ 1002.45 (2)(a)(1) F. S.
Anti-Discrimination	"Complies with the antidiscrimination provisions of § 1000.05"	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf	§ 1002.45 (2)(a)(2) F. S.
Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Florida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal history records"	Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256 Administrative Staff – All K12 administrative staff located it its Florida office are Florida residents. Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements. Additional information can be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(3) F. S.
Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies	Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-parent and teacher-student contact information for each course: a. How to contact the instructor via phone, e-mail, or online messaging tools. b. How to contact technical support via phone, e-mail, or online messaging tools. c. How to contact the administration office via phone, e-mail, or online messaging tools. d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.	K12 has detailed its Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf	§ 1002.45 (2)(a)(4)(a) – (e) F. S.
Prior Experience	"Possesses prior,	As one of the original companies to provide online K-12 education,	§ 1002.45 (2)(a)(5) F. S.

	successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program"	K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: http://www.k12.com/Florida-DOE.html	
Accreditation	"Is accredited by a regional accrediting association as defined by State Board of Education rule"	In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010. For additional information, please see the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including: a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board. b. Instructional content and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State Standards. c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"	K12 represents and warrants that it complies with these requirements. Additional details may be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(7) F. S.
Publication Requirements	"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this section: a. Information and data about the curriculum of	K12 makes all information requiring disclosure available for public review. This information can be found in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§ 1002.45 (2)(a)(8) F. S.

	each full-time and part-time program.
	    b. School policies and procedures.
	    c. Certification status and physical location of all administrative and instructional personnel.
	    d. Hours and times of availability of instructional personnel.
	    e. Student-teacher ratios.
	    f. Student completion and promotion rates.
	    g. Student, educator, and school performance accountability outcomes"		

Independent Audit	"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."	K12's parent company, K12 Inc., is publically held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an independent audit is performed annually. The results of K12 Inc.'s most recent audit, as well as all other required financial disclosures, can be found here: investors.k12.com	§1002.45 (2)(a)(10) F. S.

c)   Virtual Instruction Program Requirements

Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Course Alignment	"Align virtual course curriculum and course content to the Sunshine State Standards under s.1003.41."	The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida Sunshine State Standards. Additional details on K12 courses and curriculum can be found in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached hereto as **Exhibit C**.	§1002.45 (3)(b) F. S.
Instructional Materials	"Provide each student enrolled in the program with all the necessary instructional materials."	Each student will be provided with required course materials as further detailed in the Order above.	§1002.45 (3)(c) F. S.
Materials for Students Qualifying for National School Lunch Act	"Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is	The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the National School Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	§1002.45 (3)(d) F. S.

	necessary to participate in the program; and 2. Access to or reimbursement for all Internet services necessary for online delivery of instruction."		
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the School Board.	§1002.45 (3)(e) F. S.

d) Student Participation Requirements

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf	§1002.45 (6)(b) F. S.

Section 2: Florida VIP Payment Terms

a) **FLORIDA PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

b) **WITHDRAWAL AND REFUND:** When a student withdraws from a K12 course, or do not otherwise complete a course (as determined by then-current Florida law), Customer shall be entitled to a pro rata refund or credit for the specific course from which student withdrew or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost.

Section 3: Florida Public Records

K12 agrees that it will:

(a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF K12 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

EXHIBIT B

K12 Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide K12 with all information reasonably required by K12 to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that K12 is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 has a legitimate educational interest for purposes of Customer disclosing to K12 students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 or its affiliates may provide Customer with confidential information (as designated by K12) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

SPECIAL EDUCATION AND DISABILITIES: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 may do so without incurring direct or indirect costs.

PUBLICITY: During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS: This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12 or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 or its Affiliates in accordance with its then current practices, may request that Customer deliver to K12 or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY: K12 warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12's interests will be irreparably injured, the full extent of K12's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: K12 agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 within thirty (30) days of its receipt of the Claim and b) Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12. IN NO EVENT SHALL K12'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 HEREUNDER. IN NO EVENT SHALL K12 BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of K12 and the Superintendent of the Customer or their respective designees. The laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

INSURANCE. K12 will, at its own expense, maintain commercial general liability insurance (including personal injury, advertising injury and contractual liability) with a minimum limit of liability of $1,000,000 per occurrence and in the aggregate, professional liability insurance with a minimum limit of liability of $500,000 per claim and in the aggregate, automobile insurance with a minimum limit of liability of $1,000,000 combined single limit and workers' compensation insurance in the minimum amounts required by statute. All policies other than the workers' compensation policy shall name Customer as an Additional Insured. K12 shall, upon execution of this Agreement and upon request of Customer, send a certificate of insurance to show that the policies are in full force and effect and set forth the limits of liability. K12 shall not cancel the insurance policies nor cause them to be cancelled.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 may assign all of its rights and obligations under this Agreement to any person or entity that controls K12, is controlled by K12, or is under common control with K12 or to any successor in interest that acquires all or substantially all of the assets of K12; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 is not a division or any part of Customer. Customer is not a division or any part of K12. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any

delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; j) Fuel Education LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of Fuel Education LLC is an entity that controls, is controlled by, or under common control with, Fuel Education LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. Fuel Education LLC and its Affiliates shall be referred to collectively as K12; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K[12] at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

EXHIBIT C

K12 FLORIDA LLC DISCLOSURE REQUIREMENTS
(Updated 2/27/2017)

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT

• Information and data about the curriculum of each fulltime and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency, and National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.

K12 Florida LLC ("**K12**"), currently authorized by the Florida Department of Education to participate with school districts in the Virtual Instruction Program as well as to provide virtual instruction services to virtual charter schools, is a wholly owned subsidiary of K12 Inc., the largest provider of individualized online education programs primarily for students in Kindergarten through High School in the U.S. K12 Inc. was founded in 2000 to utilize advances in technology to provide children with access to a high-quality public school education regardless of their geographic location or socioeconomic background. In the 2015-2016 school year, K12 Inc. and its subsidiaries served full-time students in public schools we managed in thirty-three states and the District of Columbia. We also served public school districts and schools in all 50 states through our Institutional Sales business, Fuel Education, providing curriculum, technology solutions, teachers, professional development and other support services customized to school and/or district needs.

K12 Inc. has developed and acquired curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities using the K12 Inc. suite of services and instructional curriculum and courseware which we will collectively refer to as "K12" in this document (currently including K12, Fuel Ed Online Courses, Anywhere Learning System, and Middlebury Interactive Languages). K12 Inc. provides a continuum of technology-based educational products and solutions to virtual charter schools, public school districts, public schools, private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.

Curriculum and Course Content
K12 Inc.'s academic program combines online technology with traditional instruction and materials. Instructional time occurs during synchronous sessions where the student (or groups of students) and the teacher are online together as well as asynchronous sessions when the student is working more independently online or offline. During synchronous sessions, the teacher may provide direct instruction in Class Connect sessions through a web-based conferencing platform such as Blackboard Collaborate. Students will attend classroom sessions by logging in on Blackboard Collaborate, using chat, an interactive whiteboard, Voice-Over IP (VOIP), and other features to further explore and discuss lesson topics synchronously with teachers and fellow students. Class Connect sessions will be offered in accordance to the student's Individualized Learning Plan (ILP). Student attendance requirements at Class Connect sessions will follow guidelines in the program handbooks and be based on individual student needs.

Students in grades Kindergarten through 12th grade receive the K12 course content, instruction, assignments, assessments, and supplemental materials online (Web-based lessons and assessments), as well as hands-on materials kits shipped directly to the student, including related books (textbooks, workbooks, reference books, and anthologies), DVDs, maps, and other hands-on activity materials (phonics kits, science experiments, art supplies, math manipulatives, musical instruments, etc.).

Elementary/Middle School Core Curriculum
From Kindergarten through 8th grade, K12 courses are categorized into seven major subject areas—language arts/English, math, science, history, art, music, and world languages—plus adaptive K–5 math courses and MARK12 adaptive reading remediation courses (see curriculum descriptions below). The proprietary elementary and middle school curriculum includes the courses that students need to complete their core kindergarten through eighth grade education, with more than 700 engaging lessons in each subject. These courses focus on developing fundamental skills and teaching the key knowledge building blocks or schemas that each student needs to master the major subject areas, meet state standards, and complete more advanced coursework. The curriculum is mastery-based, with assessments built into every lesson to ensure mastery and provide for remediation or enrichment where necessary.

Enhancements to the K12 K–8 curriculum include a variety of innovative games—from "xGerms Computational Fluency," which features colorful germ characters and a fun laboratory theme, to "Spell-n-Stack," an arcade-style spelling drill game. K12 has also launched mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include "K12 Money," which lets students solve math problems using currency, and "K12 Timed Reading Practice," which helps students calculate their reading pace in words per

minute.

LANGUAGE ARTS/ENGLISH: K12 Language Arts/English helps students develop important reading and writing skills, while also inspiring a love of literature. Combining phonics, literature, language skills, and spelling lessons, the Language Arts/English program emphasizes classic works, teaches writing as a process, and prepares students for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multisensory activities, while older students develop literary analysis and comprehension skills by reading novels and nonfiction works. MARK12 Reading is a three-stage course for students reading two or more grades below grade level. The course gives students the opportunity to master missed concepts in a way that accelerates them through the remediation process.

MATH: K12's current elementary math program, known as Math Plus, represents a second generation of research and development into effective approaches in early mathematics teaching and learning. A high priority for elementary math instruction is to establish fluency in arithmetical computation, while deepening the ability to reason mathematically. To address that priority, the Math Plus program extends and improves upon the Math courses originally developed by K12 Inc. in the early 2000s.

K12 's math courses emphasize an active, multisensory approach to ensure students' understanding of the concrete realities that underlie mathematical concepts. Regular practice and review ensure mastery of basic skills. Online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills. These research-based courses focus on computational fluency, conceptual understanding, and problem solving. The engaging approach features colorful graphics and animation, learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and more support for Learning Coaches to support their children to succeed. From helping younger students make the link between the concrete and the abstract, to introducing older students to Algebra, K12 math provides a thorough mathematic grounding. Math Plus provides supplemental online activities, timed facts practice at repetitive intervals based on research findings for retention of information, regular lesson assessments, and backup adaptive lessons for students needing extra practice, and optional enrichment problems for students who enjoy an extra challenge.

SCIENCE: The program balances hands-on experiments with systematic study of scientific terms and concepts. Students perform many experiments to help them understand scientific principles, and receive guided instruction in important scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances. Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand the world. Students receive the hands-on science experiments in kits shipped directly to them.

HISTORY: With integrated topics in geography and civics, K12 history opens young minds and imaginations to far-off lands, distant times, and diverse cultures. K12 emphasizes the story in history—a story that includes not only great men and women but also everyday people. The kindergarten history program takes students on a world tour of the seven continents, and provides an overview of American History through a series of biographies of famous Americans. The history program in grades 1 through 4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and world history. Lessons for state-specific history requirements are embedded throughout each grade-level History course. As required in Florida, a civics education course is offered as preparation to pass the Florida Civics EOC Assessment to be eligible for promotion from middle school.

ART: Following the timelines in the History lessons, K12 art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity—painting, drawing, sculpting, and weaving—using materials such as oil pastels, crayons, molding clay, plaster, and yarn. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks, such as portrait, landscape, and still life, as they learn about important paintings, sculpture, and architecture. They study the works of famous artists from Rembrandt to Warhol, and learn about different artistic movements such as Impressionism and Cubism. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

MUSIC: K12 music teaches basic music concepts at different age-appropriate levels, so that all students have a consistent understanding of the essential concepts governing music. The curriculum builds quickly, in a structured, sensible way. The concepts in the lessons are critical to fostering music comprehension, which is taught in stages as students move through their years at K12 Florida LLC. Much more than simple music appreciation, this approach helps students train their own ears, voices, and bodies in the fundamental building blocks of music.

WORLD LANGUAGES: One of the few online language-learning program designed specifically for students in the lower elementary grade levels , the K12 offering in world languages, Middlebury Interactive Languages, gives students a choice of world language courses and helps students read, write, speak, and listen for meaning in the language they choose to study. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the world language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to generate language incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and

compare practices and perspectives of various cultures. Courses thoroughly meet all national standards as set forth by the American Council on the Teaching of Foreign Languages (ACTFL), and follow state guidelines in covering level-appropriate standards in communication, cultures, linguistic and cultural comparisons, and cross-curricular connections and engaging with target-language speaking communities.

High School Curriculum
High school students are offered a broad selection of courses to meet all graduation requirements, as well as a diversity of electives designed both to help students earn their high school diploma and find their own path to post-high school success—whether that is in college or in the workforce. Math, English, science, and history courses are offered in a range of levels, including Advanced Placement® (AP®), remediation, and credit recovery courses, to meet the needs of diverse learners (see curriculum descriptions below). For instance, Fuel Ed foundation courses help keep students on task and moving forward utilizing a "chunked" methodology to increase retention, as well as pre-recorded audio, pre-teaching of vocabulary, and, if needed, ELL support. High school students can take up to four years of a world language (depending on the language), and have a variety of physical education and art course options to choose from to fulfill graduation requirements. In addition, a variety of electives are provided. Unlike other programs where a student must be in a particular academic path, K12 allows students to chart their own course, choosing from among the levels of courses to match their aptitude and goals. For example, a student who excels in math and science may take all honors/AP courses in those subjects, while choosing from among the Comprehensive English and history courses. The multiple course levels prevent students from being "locked in" to one level of a particular subject, and account for natural progress and growth.

Many K12 science courses include interactive vLabs (virtual labs). These highly engaging, online experiments enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Science vLabs can be used to reinforce concepts learned in hands-on labs or, when appropriate, supplement or replace certain onsite labs.

Many K12 textbooks, reference guides, literature anthologies, and lab manuals are also offered as online books (eBooks), and are optimized for use with mobile devices. Plus, K12 has launched new mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include "K12 Algebra I Study and Review" and "K12 Periodic Table", which students can use to reinforce course concepts. AP® courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP Exams, providing students the opportunity to earn credit at many of the nation's colleges and universities. In SY2015–16, K12 offered 16 Advanced Placement courses that have been authorized by the College Board, officially approved through its audit process in July 2015. K12 re-evaluates and expands the catalog of AP courses in accordance with changing College Board guidelines, in addition to student and school requests.

MATH: K12 high school math balances mastery of fundamental skills with critical thinking and problem solving. The program emphasizes an active, research-based approach to ensure that each student understands the mathematical concepts and also is able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are narrated by experienced teachers, while others provide students with the ability to interact with a structured, partially completed problem.

The textbooks provide reference information, more worked examples, and robust, well-sequenced problem sets so students can learn by practicing. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.

Many courses are available in various levels including core, comprehensive, honors, and AP. The traditional pathway includes Algebra I, Algebra II, and Geometry, while the integrated pathway has Integrated Mathematics I, II, and III. Both pathways prepare students for K12 Pre-Calculus or Probability and Statistics.

ENGLISH: K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All core, comprehensive, and honors courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. AP courses are also available. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, with opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary; grammar, usage, and mechanics; and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

SCIENCE: K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics, and environmental science. Most of these courses are offered at core, comprehensive, and honors levels, allowing students to select the level of rigor in keeping with their level of science achievement. AP courses are also available. All K12 science courses are academically rigorous, meeting and exceeding national and state science standards, and provide valid, continuing assessment of student work.

K12 science courses provide hands-on exploration; courses have the option to use real materials to conduct scientific laboratory investigations. Options exist to take these courses using virtual laboratories (vLabs) that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 science courses, students become familiar with and practice using science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, collecting and analyzing data, and forming scientific conclusions. Each K12 science course prepares students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

HISTORY: K12 history emphasizes the narrative of history—a narrative that includes great men and women as well as everyday people, and the governments, arts, belief systems, and technologies they have developed over time. The high school history courses meet state and national standards for content and skills and are offered at levels appropriate to the student's needs. Courses in world history, modern world history, United States history, and modern United States history combine stunning textbooks published by K12 with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in geography, civics, and economics into the study of history. Economics and U.S. Government courses that emphasize the study of the concepts and processes of the national and international economic systems. This content should include, but not limited to currency, banking, and monetary policy, the fundamental concepts relevant to the major economic systems, the global market and economy, major economic theories and economists, the role and influence of the government and fiscal policies, economic measurements, tools, and methodology, financial and investment markets, and the business cycle.

WORLD LANGUAGES: K12 offers a selection of world languages for high school students that meet the graduation requirements for the 24 Credit Standard High School Diploma (electives) and the Scholar Designation Diploma (Foreign Language), as well as the 18 Credit College Prep Diploma (Foreign Language).

SPECIFIC RESEARCH AND BEST PRACTICES USED IN COURSE DESIGN
K12's curriculum and instructional design is based on research in the following areas:
- How students learn;
- The structure of expert knowledge in school subject areas;
- General instructional design principles, including research-based e-learning methods; and
- Methods for teaching specific topics and addressing possible misconceptions on those topics.

To insure that we draw on methods shown by scientific research to be effective in improving learning, K12 Inc. has teams reviewing and synthesizing cognitive science research and working with course development teams to implement it. The Assessment and Research team, which is guided by PhD-level cognitive science researchers and statisticians, also conducts original research on new teaching methods and tools in addition to studies of the effectiveness of their curricula. In addition to the cognitive science research that goes into K12 curricula, they also conduct evaluations of the assessment materials that are used to measure student performance as they move through the courses. The alignment between the cognitive research, measurement, and instructional strategies are targeted to insure best practice and student accessibility to K12 curricula.

K12 Inc. has documented how our courses are aligned to Florida online courses including alignment to the Florida Standards (Mathematics Florida Standards (MAFS), Language Arts Florida Standards (LAFS), and Florida Next Generation Sunshine State Standards (NGSSS)); the Common Core State Standards (CCSS); and the Next Generation Science Standards (NGSS). The K12 curriculum is also aligned to K12 Inc.'s mission and philosophy to equip every student with the academic and nonacademic foundations needed for any postsecondary opportunity they wish to pursue by utilizing research-based technology applications, meaningful teacher/student/parent involvement, and engaging, individualized learning based on:
- Careful work built on educational research to identify the "Big Ideas" of a subject area as well as the concepts that are stumbling blocks for many students
- Clear layout of the objectives to be mastered in each lesson, unit, and semester, crafted from educational research, the best state and national standards, and deep content expertise
- Easy-to-navigate online content, including summaries and reviews, with more time and effort spent on the hardest, most important topics and skills
- Engaging, interactive, media-rich content to illustrate and explain the toughest concepts in ways no static page (print or Web) could ever match
- Beautiful, printed and other hands-on materials complementing the online courses (in most cases actually built for the online course) so that the images, phrases, and organization of these references clearly reinforce the key concepts, explanations, and work done throughout the course
- Terrific offline experiences with labs, books, and writing designed to give sufficient practice in key skills that students must master, as well as challenging problems and assignments to develop each student's ability to apply what they've learned in new circumstances

- Clear assessment tools to measure mastery of lesson objectives, using both online and off-line tasks to carefully probe mastery. For any given lesson, the curriculum development team at K12 creates and assembles different learning components to satisfy the diverse needs of students in multiple learning environments. The team strategically chooses the appropriate interactive activities, printed material, assessment, video, laboratory, essay assignment, or hands-on exercise to provide a well-coordinated and purposeful learning experience. The mosaic of these individual components forms a lesson; related lessons are collected into units, and units into courses. Ultimately, all of the lesson components work together to create a rich educational experience that is unlike any other.

The K12 curriculum utilizes every medium and opportunity to advance students' learning by using a comprehensive, diverse, and innovative selection of materials, including books, protractors, seeds, clay—virtually any object that can aid the teaching process. K12 materials are intrinsically tied to the curricula because they are selected by the same experts and developers who design, write, and build the courses.

BASIS FOR AND FREQUENCY OF REVISION
K12 Inc. reviews course content on a regular basis to update and enhance course content, materials, instructions and assessments. Every student and teacher benefits from courses including assessments that take advantage of the newest standards, proven instructional methods and the latest technology. Regardless of the reason, K12 Inc. is committed to maintain up-to-date, standards-based, fully aligned courses. K12 Inc. has an in-house product development team that stays in touch with changes and quickly acts to keep courses current.

Each year our content development group prepares a development plan for new courses and course enhancements based on emerging needs, client feedback, and input from teaching staff. State and national standards are subject to review and change for any given year due to real world contexts.

User feedback is reviewed daily and minor changes, called "maintenance", are made throughout the year based on the feedback. Feedback is a crucial part of the course development process and maintenance of the course.

RESEARCH RELATED TO EFFECTIVENESS OF CURRICULUM
K12 Inc., using the K12 suite of services and instructional curriculum and courseware has shown academic success and achievement in the schools it serves across the country.

• In 2013, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five year quality assurance accreditation of K12 Inc. AdvancED is the world's largest education community. AdvancED was created through a 2006 merger of the PreK-12 divisions of the North Central Association (NCA) and the Southern Association of Colleges and Schools (SACS)—and expanded through the 2011 acquisition of the Northwest Accreditation Commission (NWAC). K12 Inc. is the largest national K-12 virtual school provider to be recognized by AdvancED.

AdvancED conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure that all learners realize their full potential. AdvancED Education Service Agency (ESA) Accreditation is a systems approach to improving learner performance results over time. This Accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.
To earn and maintain Accreditation, K12 Inc. must:
- Meet quality standards set forth by AdvancED.
- Engage in a continuous process of improvement.
- Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).

In 2015, the Fuel Ed Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010.

In 2007, K12 Inc. managed public schools graduated their first cohort of just 12 students. Since that time, more than 15,000 students have earned a high school diploma including more than 6000 students who graduated in 2014 from online and blended schools using the K12 education program. Students graduating from K12 Inc. powered virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers--in the military, apprenticeship programs, on the job training, or directly into the workforce.

K12's Suite of Curriculum Content and Assessment
Assessments are aligned with the course objectives and are written first in the development process using the "backward design" approach. Test items are made up of a mix of basic knowledge, application of that knowledge in context, and analysis, synthesis, and evaluation questions. Assessments are age- and course-appropriate, as well as free from bias Varied performance-based assignments are embedded throughout the courses. For assessments that are not computer-graded, scoring rubrics are provided for all required assignments or assessments. Extensive use of test pools and randomized test questions with a variety of cognitive levels build academic integrity in the

assessments. Question pools and randomization also ensure that students taking the course at the same time are not being presented with the same exam. Semester examinations assess students' overall mastery of the content.

K12 content specialists are highly qualified and credentialed (information current as of February 2017):

Director of Mathematics: Kelly Engel
        B.S., Colgate University, 2004
        M.Ed.., Boston College, 2005
Director of Science: Daniel H. Franck
        B.A., Humboldt State University, 1969
        Ph.D., University of California, Berkeley, 1973

Director of History/Social Studies: MaryLynne Filmon
        B.A., University of Notre Dame
        M.Ed., Vanderbilt University

Director of English Language Arts: Kristen Kinney
        B.S., State University of New York, Geneseo, 1995
        M.S., Nazareth College, 2000
        Ed.D., The George Washington University, 2010

The Scope and Sequence for every course offered by K12 maps to appropriate state and national standards. In addition, K12 course developers maintain direct awareness of guidelines, recommendations, and best practices provided by the following national and international organizations.

- American Association for Applied Linguistics (AAAL)
- American Association for the Advancement of Science (AAAS)
- American Association of Teachers of French (AATF)
- American Association of Teachers of German (AATG)
- American Association of Teachers of Spanish and Portuguese (AATSP)
- American Classical League (ACL)
- American Council on the Teaching of Foreign Languages (ACTFL)
- American Diploma Project from Achieve.org (ADP/Achieve.org)
- American Philological Association (APA)
- Common Core State Standards (CCSS)
- Common European Framework of Reference for Languages (CEFR)
- Center for Civic Education
- Chinese Language Teachers' Association (CLTA)
- Council for Economic Education (CEE)
- International Dyslexia Association (IAD)
- International Language Roundtable (ILR)
- International Language Testing Association (ILTA)
- International Association for K-12 Online Learning (iNACOL)
- International Reading Association (IRA)
- Mid Continent Research for Education and Learning (McREL)
- National Art Education Association (NAEA)
- National Academy of Sciences (NAS)
- National Association for the Education of Young Children (NAEYC)
- National Geographic National Mathematics Advisory Panel Final Report 2008: Foundations for Success
- National Council for History Education (NCHE)
- National Center for History in the Schools (NCHS)
- National Council for the Social Studies (NCSS)
- National Council of Teachers of English (NCTE)
- National Council of Teachers of Mathematics (NCTM)
- National Educational Technology Standards from the International Society for Technology in Education (NETS/ISTE)
- National Institute of Child Health and Human Development (NICHD)
- National Reading Panel (NRP)
- National Research Council (NRC)
- National Science Teachers Association (NSTA)
- Next Generation Science Standards (NGSS)
- Partnership for 21st Century Learning (P21)

- Partnership for Assessment of Readiness for College and Careers (PARCC)
- President's Council on Physical Fitness and Sports and The President's Challenge
- Society of Health and Physical Educators (SHAPE)

EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY

Bias is prevented in both content and assessments by rigorous training of Content Specialists, Writers, Instructional Designers, Visual Designers, and Editors. The K12 Inc. Style Guidelines devote a section to how to guard against demographic, geographic, political, racial and intellectual bias. Here is our policy statement on the issue:

Multiculturalism and the K12 Curriculum within the American and Global Contexts
The motto on the Great Seal of the United States—E pluribus unum ("out of many, one")—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At K12 Inc., we believe that students should understand and value both the pluribus and the unum—that they should learn about both the cultural diversity that distinguishes our nation and the common inheritance that unites us as Americans.

The vision for K12 Inc. announced in 2007 placed that unifying American inheritance, which remains at the core of our curriculum, within a more global context

Our Vision: To provide any child access to exceptional and meaningful curriculum and tools that enables him or her to maximize his or her success in life regardless of geographic, financial, or demographic circumstance. The ideals of the italicized words were realized in 2008 through the creation of the K12 Inc. International Academy, now serving students around the world.

To help our students grasp the common American inheritance within its global context, K12 Inc. is committed to developing a curriculum that is multicultural, pluralistic, and inclusive—a curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who
- *Understand the characteristics and contributions of American culture and cultures throughout the world.*
- *Understand that societies reflect contributions from many cultures.*
- *Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.*

To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.

Accessibility for Students with Disabilities and Limited English Proficiency

Since 2001, K12 Inc. has served students with disabilities. In the SY2015-2016 about 13.7% of students attending K12 Inc. virtual academies which are responsible for providing special education services are students with exceptionalities, including students with specific learning disabilities, speech/language or other health impaired, Autism, emotionally disturbed, cognitive disability, orthopedically impaired, multiple disabilities, hearing impaired, visually impaired, and traumatic brain injury. Students with disabilities are served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973 (and amendments thereto, at 29 USC Section 794 et seq. and its implementing regulations at 34 CFR Section 104), and the Individuals with Disabilities Educational Act ("IDEA" at 10 USC Section 14010 et seq. and its implementing regulations at 34 CFR section 300). A free and appropriate education is provided to such students in accordance with their Individualized Education Programs (IEPs), as required by the IDEA, and 504 plans as required by Section 504 of the Rehabilitation Act and the most recent, Americans with Disabilities Amendment Act (ADAA).

To meet the needs of exceptional learners, our K12 virtual education courses are accessible, meaning exceptional learners can physically access the information and learning resources as effectively as students not identified as exceptional. Our courses are also supportive, meaning the exceptional learner finds support built into the course design, materials, and learning activities that minimize the negative impact of the student's learning weaknesses and maximize the use of their learning strengths. Students enrolled in virtual charter schools and district virtual instruction programs served by K12 Florida LLC ("K12") are provided with accessibility to all coursework in accordance with their Individualized Education Programs (IEPs) through resources (from K12 and/or the school district, as applicable) tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

K12 curriculum provides students with:
- *Multiple means of representation so that learners have various options for acquiring information*
- *Multiple means of expression so that learners have alternative ways to show that learning has occurred*
- *Multiple means of engagement to increase motivation and tap into students' interests*

Multiple Means of Representation
- *• Content presented in video, audio, slide show and other*
- *• Reading materials at multiple difficulty levels*
- *• Reading materials with supportive resources*
- *• Presentations at variable complexity levels*
- *• Graphic representations such as concept maps and graphic organizers*
- *• Illustrative representations such as diagrams and simulations*

Multiple Means of Expression
- *• Alternative forms of text input and other augmentative communication tools*
- *• Media-based assignments: drawings, maps, diagrams, videos, slideshows, web pages*
- *• Reduced text assignments: outlines, concept maps, tables, graphs, hands-on activities*
- *• Supportive tools: spelling and grammar checkers, drawing programs, outliners*
- *• Social networking options: online chat, instant messaging*
- *• Shared writing and peer editing*

Multiple Means of Engagement
- *• Role-playing*
- *• Online chat*
- *• Threaded discussions*
- *• Brainstorming activities*
- *• Team inquiry projects*
- *• Online experiments*

Web-based content in K12 courses are made accessible to students with disabilities by incorporating:
- • Digital books, text-to-speech software, large print text, graphic images, or manipulatives
- • Response accommodations such as a word processor with voice recognition, graphic organizers, or the use of a dictionary or thesaurus.
- • Technologies such as screen reader software, screen magnifiers, word prediction software, audio books or other more traditional technologies and supports.
- • Scheduling accommodations such as extended due dates, shorter periods of work time, or assignments presented in small chunks (Beech, 2012)

Accessibility for Students with Limited English Proficiency

The K12 courseware lends itself to providing age- and grade- appropriate content for English Language Learners. ELL students will receive comprehensive instruction for the core curriculum to ensure progress that is comparable to that of native English speakers.

The flexibility of the curriculum allows sheltered instruction and mainstream/inclusion delivery models to be integrated so that ELL students are provided with equal access to the same scope and sequence as the instruction provided to the non-ELL students at the same grade levels, while providing specific accommodations.

In the sheltered instructional model, students are "sheltered" in the sense that they do not compete with fluent speakers of English. Teachers adjust the level of instruction to ensure that students understand the grade level curriculum. This type of instruction enables ELLs to become proficient in English and facilitates the acquisition of academic language necessary to succeed in content area classrooms. In the mainstream inclusion model, ELL students receive instruction with ESOL strategies during the synchronous sessions with non-ELL students.

The curriculum will enable students in the ESOL program to meet the same curriculum standards as non-ELL students in English/Language Arts and content area instruction. A program of ESOL instruction will be implemented according to the student's individual needs based on their ILP and ELL plan, and will be delivered by teachers with appropriate certification and/or endorsement. Instruction will be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. In addition to providing ESOL instruction, virtual charter schools and district virtual instruction programs served by K12 will also ensure that teachers are implementing ESOL strategies in mathematics, science, social studies, and other courses on the student's schedule following state guidelines.

In addition to the core curriculum, general ESOL instructional strategies will:
- • Provide a learning environment that provides a sense of comfort
- • Establish a daily routine for the student
- • Use as many of the senses as possible to present information to students
- • Provide ESOL students guidelines for written work
- • Provide alternative instruction when appropriate
- • Arrange small discussion and talking activities that permit students to practice verbal skills

- Utilize oral techniques
- Utilize graphic organizers such as webbing and semantic maps
- Modify lesson objectives according to the language level of the ELL student
- Use manipulatives to help students visualize the math concepts
- Allow students to use computational aids such as number lines, abacus, counters and computation charts
- Teach math concepts and computation procedures through games and kinesthetic activities
- Give practice in reading word problems by identifying the key words to determine the operation needed to solve the problem
- Utilize the cooperative learning approach in which the student is given the opportunity for peer instructions

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL

Since its inception, K12 inc. has been committed to creating thoroughly researched, high quality curriculum that is aligned to state and national standards. The National Collegiate Athletic Association (NCAA) has traditionally found K12 courses as meeting the requirements for establishing the initial-eligibility certification status for high school student-athletes wishing to compete in college. Course eligibility is dependent on each school's delivery model based on their compliance with NCAA non-traditional legislation by applying as a Non-traditional Program. Additional information can be found at:
http://fs.ncaa.org/Docs/eligibility_center/OVN/New_School_Review_Tutorial.pdf

POLICIES AND PROCEDURES
We have provided 8 documents that collectively address the requested policies and procedures for district virtual instruction programs (including the Florida Learning Coach Success Guide). It is important to note that there are also varying individual district policies and procedures related to the list of topics to be addressed in this question that K12 must conform to for district virtual instruction programs we serve. Often times we are asked to follow the district's policy regarding enrollment process, etc. and the district informs us as to how and what to communicate to students and families for items such as state testing, student handbook, etc. Information about those unique district policies and procedures can be found on K12's *All Participating Schools in Florida* website http://www.k12.com/participating-schools.html?state=florida

One policy/procedures handbook could not address the separate and myriad district policies and procedures that we actually operate under. Policies and procedures related to the following topics for K12 provides virtual instruction services to (non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the link on the disclosure website http://www.k12.com/Florida-DOE.html which will take visitors to the K12 Virtual Instruction Provider Information and the following documents and others:
- Academic Integrity Policies and Parental Supervision
- Anti-Discrimination Policy
- Attendance Participation and Performance Policy
- Nonsectarian Policy
- State Testing Policies and Procedures
- Student Admission and Enrollment Eligibility and Requirements
- Teacher and Parent Responsibilities and Teacher to Student and Parent Interactions
- Florida Learning Coach Success Guide

CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF
The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs served by K12 at the time of this application are found on the disclosure website www.k12.com in the document "Fuel Ed Instructional and Administrative Staff List".

HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL
Individual teachers are available during the traditional school day and will set appointments to meet with parents and/or students outside of the traditional day when necessary. From Monday – Friday, teachers are expected to respond to communications within 24 hours and grade assignments within 72 hours. Customer Support specialists are available Monday – Friday 8:00 AM – Midnight ET and Saturday – Sunday Noon – 8:00 PM ET.

AVERAGE STUDENT TEACHER RATIOS AND TEACHER LOADS
K12 takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher

load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full-time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100 ; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers may also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 grades full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

STUDENT COMPLETIONS AND PROMOTIONS
Completion and Promotion in District Virtual Instruction Programs
District virtual instruction programs served by K12 had a completion rate of 94.67% for the 2012-2013 school year, 94.26% for the 2013–2014 school year, and 95.93% for the 2014-2015 school year. Completion rates include all students who were enrolled for more than 14 calendar days in a course.

In the grades K-8 district virtual instruction programs, student completion rates are the same as the successful completion rates and student promotion rates. However, in high school a student is not necessarily retained due to a failed course, but will be considered a successful completer for only courses they pass. For example, if they passed Algebra in semester one, but not in semester 2, the student would be considered a successful completer for only semester 1 of Algebra.

Percent of Subgroup Completions and Promotions by School Year			
	% of Completions/ Promotions in SY13 -14	% of Completions/ Promotions in SY14 - 15	% of Completions/ Promotions in SY15 -16
English Language Learner	94 %	94%	87%
Free and Reduced Price Lunch	95%	92%	91%
Special Education	88%	90%	91%
504 Plan	93%	94%	75%
ESL Program	94%	94%	100%
Gifted or Talented	94%	95%	100%

School Year 2013 – 2014 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	63	66	95%
American Indian or Alaska Native	11	11	100%
Asian or Pacific Islander	11	13	84%
Hispanic or Latino	87	98	88%
Multi-racial	64	67	95%
Other/Undefined/Declined to State	91	98	92%
White or Caucasian	461	483	95%
Overall Completions/Promotions	**788**	**836**	**94%**

School Year 2014 – 2015 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	70	76	92%
American Indian or Alaska Native	4	4	100%
Asian or Pacific Islander	14	14	100%
Hispanic or Latino	94	97	96%

Multi-racial	28	28	100%
Other/Undefined/Declined to State	43	43	100%
White or Caucasian	336	352	95%
Overall Completions/Promotions	**589**	**614**	**95%**

School Year 2015 – 2016 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	**# of Students that Completed Coursework and were Promoted**	**Total # of Students Participating**	**Completion/ Promotion Rate**
African-American or Black	131	142	92%
American Indian or Alaska Native	3	6	50%
Asian or Pacific Islander	24	25	96%
Hispanic or Latino	195	200	98%
Multi-racial	12	14	86%
Other/Undefined/Declined to State	117	131	89%
White or Caucasian	481	526	91%
Overall Completions/Promotions	**963**	**1044**	**92%**

SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES
District Virtual Instruction Programs
For the district virtual instruction programs served by K12 Florida LLC ("K12"), K12 does not have access to FCAT 2.0 scores or to demographic information about the students who participate in K12 courses outside of a Florida Virtual Academy

TEACHER EVALUATIONS
At least 30% of the performance objectives weight in K12 teacher evaluations is based on student performance.

The average percent of K12 teachers in previous years with effective or highly effective evaluations is 80%.

SCHOOL GRADES
Under the highly successful instructional model of Florida Virtual Academy which operated as a pilot program under the Florida Department of Education from 2003 to 2008, K12 Florida LLC ("K12") was hired by the Florida Department of Education to use its instructional, management, and operational models as well as its curriculum and systems to design and launch the program. In 2005, the first year K12 earned a school grade as Florida Virtual Academy, the school celebrated a "B" with 400 points—just 10 points from earning an "A." From school year 2006-2007 (with the addition of the Science Proficiency and Math Lowest 25% Learning Gains components) to school year 2008-2009, the Florida Virtual Academy earned an "A". In 2009- 2010, the first year of the District Virtual Instruction Programs powered by K12, we celebrated an "A", with 89% of the students tested demonstrating high standards in reading. In the 2010-2011 school year, K12 earned a "B", which was appealed due to missing scores. In 2011-2012, K12 earned a "C" which K12 appealed based on questions of accuracy of the data used to determine the grade. FLDOE acknowledged the issues raised about the data in their vendor grade appeal response. In the 2012-2013 school year, FLDOE brought about many changes to the State's grading system including a writing proficiency increase from 3.0 to 3.5 and increased student performance expectations for FCAT 2.0 Reading and Mathematics. Like most schools in Florida, K12's school grade dropped to a "D" which was subsequently corrected in 2013-2014 in which K12 earned a "C". In 2014-2015, Senate Bill 1642 was passed, refocusing the school grading formula on student success measures which delivered multiple changes in the FL Accountability System. The state also released the new testing platform. Although these changes yielded a no fault year, K12 earned a school grade of "C". In 2015-2016, the school grade for K12 increased to a "B". K12 continues to be a "qualified" VIP Provider based on the most recent Florida school grades release and Section 1002.45(8), F.S.

DROPOUT AND GRADUATION RATES

Dropout Rates
District Virtual Instruction Programs
K12 continues to work with our district partners as part of the District Virtual Instruction Programs to collect and track student data. Dropout rates are not currently tracked by K12. As the provider of the Virtual Instruction Program, access to this information is not available.

Graduation Rates
District Virtual Instruction Programs
K12 continues to work with our district partners as part of the district virtual instruction programs to collect and track student data. The data below indicates the graduation rates based on full time students enrolled in the district virtual instruction program, where K12 received confirmation from the district that students graduated at the end of the school year.
• SY 2012-2013 61% Graduation rate

• SY 2013-2014 95% Graduation rate
• SY 2014-2015 81% Graduation rate
• SY 2015-2016 96% Graduation rate

DICLOSURE WEBSITE
Provide the link(s) to where this required disclosure information is prominently displayed on your website and the information is up to date:
http://www.k12.com/Florida-DOE.html

DOCUMENT APPROVED FOR LEGAL CONTENT
4-13 20 17 , BY
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