

**ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2012 (the "Order Effective Date"), is between The School Board of Sarasota County, 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 the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.k12.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and K12 and supersedes the previously executed Educational Products and Services Agreement dated on or about August 17, 2010 and the Addendum to Educational products and Service Agreement dated July 19, 2011, both of which are hereby terminated as of the Order Effective Date. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms.

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) \_\_\_\_\_ (date)

\_\_\_\_\_ (print name) \_\_\_\_\_ (title)

Accepted by K12:

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

\_\_\_\_\_ (print name) \_\_\_\_\_ (title)

**1. Period.**

Subscription July 1, 2012 through June 30, 2013, and is not applicable to a renewal term.

**2. Territory.** Students served by The School Board of Sarasota County County, FL.

**3. Description of Educational Products.** Customer will be provided the Educational Products specified in this Order.

K12 Full-time Enrollment Program for Students Taking 4 to 6 courses (Grades K -12).

The full-time K12 program consists of three components: courses, materials and educational tools and services.

Courses:

An enrollment portal into which Customer will enroll its students in the Territory into available K12 courses including Language Arts/English, Math, Science, History, Art, Music, available World Languages and, for grades 9 to 12, electives. Each full-time student concurrently enrolls in four to six courses. Customer is responsible for determining the proper placement of students in appropriate courses. Within two (2) weeks following K12's receipt of a completed account set-up form from Customer, K12 will provide access for Customer to enroll its students.

A Learning Management System (LMS) or "K12 Hosting Services" for the delivery of K12 courses and access to a synchronous collaboration tool and system generated reports on academic performance, attendance and progress.

Materials:

Instructional text or e-books, supplies and teaching tools (collectively, "Materials") for K-8 students. Materials for Customer's teachers and High School students are ordered separately. K12 will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. K12 Materials are intended solely for the use of the teachers and the students enrolled in K12 courses to whom K12 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 K12 with reasonable assistance in obtaining durable Materials from students and their parents.

#### Educational Tools and Services:

Program launch and operational support, an online parent/mentor information session, learning management and technical support on K12 products and services. Supervision and implementation of year-end system rollovers.

Supplemental tests and study assistance, diagnostic tests, K12's Strategies for Success, access to an online community, an orientation course package, a teacher hotline and support website, access to a counseling system for high school students, a school messenger telephony service with automated alerts and a tool to assist identification of plagiarism.

- K12 Courses: for student taking 1 to 3 courses, including, but not limited to, summer program enrollments. (Grades K to 8).

#### Courses

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A Learning Management System (LMS) or "K12 Hosting Services" for the delivery of K12 courses and access to a synchronous collaboration tool and system generated reports on academic performance, attendance and progress.

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- Aventa Original Credit and Credit Recovery Courses (Grades 6 -12)

The available Aventa licensed online educational courseware. Aventa may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. All materials, assessments, and teacher guides provided directly by Aventa are included.

- Full-time Program with students taking 4 to 6 courses  
 Courses-only for students taking 1 to 3 courses (not eligible for recruitment or administrator professional development)

- Middlebury Interactive Languages Course Sales (Grades 3 to 12 )

Middlebury Interactive Languages ("MIL") provides access to an online learning management system and enrollment portal into which MIL will enroll Customer's students into the appropriate, requested MIL courses. Customer is responsible for placement of students in appropriate courses.

- A+nyWhere Learning System (A+LS) (Grades Elementary School)  
American Education Corporation ("AEC") provides access to online courseware programs which provide access to lessons and content pages of research and objective-based problem-solving courseware, plus assessment, alignment and curriculum management tools. A+LS is designed to determine a student's skill level, then creates an individualized learning pathway for customers individual students. This is accomplished by linking skills, content, and assessment items to state standards.

**4. Description of Services.** Customer will be provided the following Services under this Order:

- Instructional Services: Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.
- Aventa Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.
- A+ Hosting Solution: The A+nyWhere Learning System courseware is delivered over the Internet from servers hosted by AEC.
- Middlebury Professional Development – with MIL Teachers [required when Customer utilizes MIL teachers]
- Middlebury Professional Development – with School's World Language Teachers [required when Customer utilizes own teachers]
- A+Training [Required for new customers]
  - Online Teacher Training: Teacher Training, 3 Hour Virtual Session
  - In-Person Training: 1 day onsite

**5. Description of Other Related Products**

**RESERVED**

**6. Fees.** For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

- K12 Full-time Enrollment Program for Students Taking 4 to 6 courses (Grades K-12)

Costs set forth below for each Student are "not-to-exceed" figures. The components of the program will be billed separately to allow for materials returns, prorating fees for student withdrawal and for student consumption of fewer than 6 full year or 12 semester courses. The roll-up of the component level billing will "not exceed" the student level fees listed below.

K12 will invoice Customer for the components of the program as follows: K12 will invoice Customer as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment

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 K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

For K-12 Program, including instruction from K12 teachers  
\$3,995.00 per Student grades K to 12

\*Customer shall not be responsible for payments for enrolled students in such courses) who withdraw from the program or are not promoted.

K12 Courses: for Students Taking 1 to 3 courses

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 K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed. Special course material fee applies to lab sciences, advanced placement and technology courses.

K12 will invoice Customer as follows: K12 will invoice Customer as follows: (a) courses will be billed equally over ten months; (b) materials will be invoiced upon shipment

- \$340.00 per Student per K-8 course with Materials and without K12 teachers
- \$590.00 per Student per K-8 course with Materials and K12 teachers
- \$170.00 per K-8 course per semester for Mark<sup>12</sup> reading with materials, without teachers

Summer course billing is 100% upfront due to the condensed timeframe of the courses. No refunds, credits or cancellations are allowed.

K12 High School Materials Fees for Students and Teachers

Customer is only charged the applicable fee if a course below is selected. Billed upon shipment, 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.

Advanced Placement Environmental Science (SCI530A-AVT) (required for certain courses)  
\$302.00 per Student per semester course

English course materials (Required for the following courses):

ENG 102A Literary Analysis and Composition I (Core)	\$80.00 per Student per semester course
ENG 103A Literary Analysis and Composition I (Comprehensive)	\$80.00 per Student per semester course
ENG 104A Honors Literary Analysis and Composition I (Honors)	\$80.00 per Student per semester course
ENG 106AG Literary Analysis and Composition I	\$80.00 per Student per semester course
ENG 202A Literary Analysis and Composition II	\$80.00 per Student per semester course
ENG 203A Literary Analysis and Composition II (Core)	\$80.00 per Student per semester course
ENG 204A Honors Literary Analysis and Composition II	\$80.00 per Student per semester course
ENG 206AG Literary Analysis and Composition II	\$80.00 per Student per semester course

Materials: In addition to the AP Environmental Science and English course materials selected above within this section (if any) by checking the appropriate boxes below, Customer requests all students to receive the following materials for the courses ordered. Billed upon shipment, 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.

K12 Proprietary Course Materials Options	Electronic Materials <i>(Included in the cost of K12 Core Proprietary Courses)</i>	Physical Materials
Lab Science	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$210.00 per student per course
Math, History, English	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$80.00 per student per course

**Non-Proprietary Course Materials** (These materials must be purchased unless designated as "optional". Customer may purchase these materials from K12, or Customer may elect to purchase these materials from a third party provider.)

**Customer will purchase the selected 3<sup>rd</sup> Party Materials from K12**

**Customer will purchase the selected 3<sup>rd</sup> Party Materials from a 3<sup>rd</sup> Party**

Music and Art Electives

\$80.00 per student per semester course

AP Courses

\$120.00 per student per semester course

Technology software –(GAME DESIGN)

\$89.00 per student per semester course

Graphing Calculators (optional)

\$160.00 per student per semester course

World Languages Dictionary (optional)

\$25.00 per student per semester course

**Aventa Subscription License (Per Enrollment):**

Aventa provides a 28-day grace period for students who enroll. If a student withdraws within 28 days from when the student enrolls, Aventa will refund 100% of the course fees but only if this withdrawal was received in writing by Aventa by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis.

*Online Courses*                      \$299.00 / Semester Course (Includes course, Aventa Hosting Solution and Instruction)

*Online Courses*                      \$50.00 / Semester Course (Includes course and Aventa Hosting Solution)

**Middlebury Interactive Per Seat Pricing** <sup>1</sup>: Grades: (3 to 12)

Fees will not be charged for a student who withdraws within the first thirty (30) days after enrollment. No other refunds, credits or cancellations are allowed. Fees that include MIL teachers are for the provision of certified language teachers who will assist in monitoring student progress, grading assignments, and communicating with students and parents through periodic emails during weekdays.

**Without MIL Teachers:**

\$105.00 per student per Elementary - Exposure course per semester without instruction

\$125.00 per student per Middle School - Competency course per semester without instruction

\$125.00 per student per High School – Competency course per semester without instruction

\$149.00 per student per High School - Fluency course per semester without instruction

**With MIL Teachers:**

\$230.00 per student per Elementary - Exposure course per semester including instruction

\$250.00 per student per Middle School - Competency course per semester including instruction

\$250.00 per student per High School – Competency course per semester including instruction

\$324.00 per student per High School - Fluency course per semester including instruction

*\*Discount pricing is available and based upon a minimum commitment of 50 course enrollments per year as follows:*

**Without MIL Teachers:**

\$100.00 per student per Elementary - Exposure course per semester without instruction

\$120.00 per student per Middle School - Competency course per semester without instruction

\$120.00 per student per High School – Competency course per semester without instruction

\$141.50 per student per High School - Fluency course per semester without instruction

<sup>1</sup> Chinese I will be powered by Yale University Press

**With MIL Teachers:**

- \$225.00 per student per Elementary - Exposure course per semester including instruction
- \$245.00 per student per Middle School - Competency course per semester including instruction
- \$245.00 per student per High School – Competency course per semester including instruction
- \$316.50 per student per High School - Fluency course per semester including instruction

- A+nyWhere Learning System (A+LS) Concurrent User License (Grades Elementary School) Licensed by Content Bundle (*High School, Middle School and Elementary School Bundles Available <http://distributors.amered.com/docs/A+LS/A+LS-Content-Packages-2011.pdf>*). Each bundle contains all content titles in covered grade range, management system, assessments and state and national standard sets and the A+PowerPack.

In the case of Concurrent Subscription Pricing where a fee is billed upfront, AEC requires a written notice of termination within thirty days (30) days of delivery if a customer wishes to terminate their license. If termination occurs within the first 30 days of the delivery date, AEC will pro-rate the customer charges paid and refund the unused balance to the customer. No other refunds, credits or cancellations are allowed.

- Web-based A+LS (AEC Hosted) A+LS is delivered over the Internet from servers hosted by AEC. Customer students and faculty may access the A+LS courseware from any location with internet access.

# of Concurrent Users	One Content Bundle
10-24	\$672.00 per concurrent user per year

- AEC Hosting Fee (Per User): Additional \$100.00 per concurrent user per year

- A+ PowerPack (Per Site): Includes Tech Support, A+ University, title maintenance and standards, Cambridge University Press objects, Encyclopedia Britannica and NLVM.

Included in the *A+nyWhere Learning System (A+LS)* Concurrent User Subscription License Price

- Professional Development

- MIL Professional Development – with School’s World Language Teachers [required when Customer utilizes own teachers]  
 Designed to equip teachers with the skills they need to begin teaching in the MIL model. Training by webinar or onsite focusing on methodology, learning management system (LMS) features and functionality; best practices in World Language teaching and technology integration; and periodic in service sessions via webinar. Billed at setup. No refunds, credits or cancellations are allowed.

- \$1,650 Virtual School Basic
- \$2,625 Jump Start: Virtual
- \$3,975 Jump Start: Blended (1 onsite)
- \$5,525 Standard: Blended (1 onsite)
- \$7,125 Standard: Blended (2 onsite)
- \$13,125 Plus: Blended (3 onsite)
- \$14,725 Plus: Blended (4 onsite)

- MIL Administrative and Student Account Support – Included  
 Technical Support; MIL provides Help Desk support Monday through Friday from 7:00 AM until 7:00 PM MT **at no additional charge.**

Program Management Reports: MIL generates and sends weekly reports to school administrators to facilitate program monitoring and success. Reports include Enrollment by Language, Enrollment by Classroom, Dropped, and School Detail. The School Detail Report allows administrators and/or program coordinators to monitor student progress by viewing key performance indicators like grade-to-date, last login, past due assignments, current assignment completed, non-progressing status (<65%), etc. **at no additional charge.**

- Web Integration: \$5,000.00, billed upfront, one-time Fee for Learning Management System (LMS) web integration services.

MIL will link to Customer's LMS via a web service consisting of the following: i) automatic batch enrollment allowing Customer to enroll Students via its LMS [the web service automatically populates course and Student records in the MIL LMS]; ii) Single-sign on to permit Students to log into Customer's LMS and be automatically directed to the MIL user interface, bypassing MIL's LMS login page; and iii) grade data transfer from MIL's LMS to Customer's LMS grade book. Teachers, whether MIL or Customer-supplied, will do their grading in MIL's LMS.

- A+Training

- Online Teacher Training: Teacher Training, 3 Hour Virtual Session*

Billed at setup. No refunds, credits or cancellations are allowed  
\$750.00 per 3 hour session.

- In-Person Training: 1 day onsite

Billed at setup. No refunds, credits or cancellations are allowed.  
\$1,500.00 per day. (Maximum 10 attendees)

**FLORIDA AMENDMENT TO THE  
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Amendment is entered into between the School Board of Sarasota County, 1960 Landings Blvd., Sarasota, FL 34231 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171 as of the date on which it bears the authorized signatures of both parties and is intended to amend only the terms and conditions of the Online Educational Products and Services Order ("Order") dated as of July 1, 2012 and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order.

1. Florida Virtual Instruction Program Requirements §1002.45.
  - a. K12 shall comply with all statutory requirements of § 1002.45 F. S.
2. K12 represents that to the best of its knowledge, all curriculum provided complies in all material respects to the Florida Next Generation Sunshine State Standards for Each grade level and subject. Course, and unit descriptions for grades K-8 are available at <http://www.k12.com/courses/k-8-courses> and for high school at <http://www.k12.com/courses/high-school-courses>

All courses include detailed assessments to ensure student mastery of Florida requirements. Details about the assessments are available from the Florida Department of Education in the K12 Florida LLC provider application.

3. In the event K12 provides products and services to students in grades 9 through 12, as required by § 1003.428, s. §1003.429, or s. §1003.43, K12 shall provide a method for determining that a student has satisfied the requirements in the statutes. 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. Schools can make the determination regarding how best to use the information supplied.
4. Method for resolving conflicts among 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.
5. Authorized reasons for termination of 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 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.

**TERMINATION DUE TO ANNUAL FEE INCREASE:** K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). 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).

6. As required by Florida statute, K12 shall be responsible for all debts for the customers 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.

7. The Section of the Terms labeled **Price and Payment** is revised to read:

**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).

8. All other terms, conditions and provisions of the Order and Terms remain in full force and effect.

For K12:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (title)

\_\_\_\_\_ (date)

For Customer:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (title)

\_\_\_\_\_ (date)

Approved for Legal Content  
July 9, 2012, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH