

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2013 (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. 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, 2013 through June 30, 2014 and is not eligible for a renewal period.

2. Territory. Students served by The School Board of Sarasota 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

Approved for Legal Content,

May 24, 2013 by Matthews Eastmoore,

Attorneys for The School Board
of Sarasota County, Florida

Signed: ____ASH__

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.

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. K12 will provide: the names of each teacher assigned to District students; the course names/subject areas each assigned teacher will deliver instruction to District students; and the Department of Education Number and certification area for each teacher assigned to District students.

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:: (a) courses and educational tools and services will be billed quarterly (in October, January, April and July) ; (b) materials will be invoiced upon shipment

The following clause applies in instances where the Customer utilizes their own teachers: 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
\$4,295.00 per Students grades K to 12

*Customer shall not be responsible for payments for enrolled students in such courses who withdraw from the program or are non-completers.

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 course

English course materials (Required for the following courses):

ENG 102A Literary Analysis and Composition I (Core)	\$80.00 per Student per course
ENG 103A Literary Analysis and Composition I (Comprehensive)	\$80.00 per Student per course
ENG 104A Honors Literary Analysis and Composition I (Honors)	\$80.00 per Student per course
ENG 106AG Literary Analysis and Composition I	\$80.00 per Student per course
ENG 202A Literary Analysis and Composition II	\$80.00 per Student per course
ENG 203A Literary Analysis and Composition II (Core)	\$80.00 per Student per course
ENG 204A Honors Literary Analysis and Composition II	\$80.00 per Student per course
ENG 206AG Literary Analysis and Composition II	\$80.00 per Student per 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 3rd Party Materials from K12

Customer will purchase the selected 3rd Party Materials from a 3rd Party

Music and Art Electives	<input type="checkbox"/> \$80.00 per student per course	<input type="checkbox"/>
AP Courses	<input type="checkbox"/> \$120.00 per student per course	
Technology software –(GAME DESIGN)	<input type="checkbox"/> \$89.00 per student per course	<input type="checkbox"/>
Graphing Calculators (optional)	<input type="checkbox"/> \$160.00 per student per course	<input type="checkbox"/>
World Languages Dictionary (optional)	<input type="checkbox"/> \$25.00 per student per course	<input type="checkbox"/>

**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, 2013 and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order.

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

1. 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> and <http://aventalearning.com/state-standards/florida>

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.

K12 will contribute towards the creation of a Third Grade Reading Portfolio using District guidelines/procedures for any grade 3 student eligible for a grade promotion using a " Good Cause Exemption" (§ 1008.25 F.S.) to demonstrate mastery of the Next Generation Sunshine State Standards-Common Core Standards in third grade reading .

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. 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. **TEACHER RATIOS:** K¹² takes into account the needs of the individual students, families, schools and teachers in assigning teacher loads. Student-teacher ratios will vary program to program. An average ratio for grades K-3 full-time is 65:1, grades K-3 part-time (0.5 teacher) is 30:1, 4th-8th grade full-time is 65:1, 4th-8th grade part-time (0.5 teacher) is 30:1. In high school grades 9th-12th core courses with full-time teachers have an average ratio of 200:1. Part-time teacher ratios for 9th-12th grade core courses are broken down as follows: 0.75 part-time teachers have a 150:1 ratio, 0.5 part-time teachers have a 100:1 ratio, and 0.25 part-time teachers have a 50:1 ratio. 9th-12th grade elective courses with full-time teacher ratios are 250:1.
5. 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.

6. 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).

7. 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.

8. 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).

9. 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,
May 24, 2013 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ____ASH__