

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2011, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

K12 Florida, LLC

(hereinafter referred to as "K12 Florida"),
whose principal place of business is
2300 Corporate Park Drive
Herndon, VA 20171

WHEREAS, SBBC desires to obtain curriculum and related services to offer a virtual instruction program to students enrolled in its school district; and

WHEREAS, K12 Florida is willing to provide such curriculum and related services to enable SBBC to provide a virtual instruction program to SBBC's students.

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

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**: Unless terminated earlier pursuant to Section 3.04 of this Agreement, the term of this Agreement shall commence on July 1, 2011 and conclude on June 30, 2012.

2.02 **Description of Services**: K12 Florida will provide SBBC with products and services including, where applicable, a limited, non-exclusive, non-transferable license, without sublicense rights, for access to the K12 or Aventa online courses, curriculum, learning management system and applicable instructional tools and online services, for the term of this Agreement.

2.03 **Price and Payment:** The prices and billing terms for the products, services, and licenses will be as set forth in the Online Educational Products and Services Order Form appended hereto as Appendix A, except as set forth herein. Invoices shall be submitted to SBBC by K12 Florida or its affiliates and full payment of such invoices shall be due by SBBC no more than thirty (30) days from the date of an invoice. If full payment is not timely received, K12 Florida, in its sole discretion, may cease the provision of any or all products, services and licenses. SBBC agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If SBBC wishes to dispute any charge invoiced to SBBC by K12 Florida or its affiliates, SBBC 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 Florida and its affiliates to support the claim no later than ninety (90) days after the date of the invoice.

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

2.05 **Information Requirements:** SBBC will provide K12 Florida will all information reasonably required by K12 Florida to provide the products, services, and licenses required under this Agreement.

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

2.07 **Special Education and Disabilities:** As a public entity receiving federal Title I funds, SBBC 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 (IEPs), 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 term of this Agreement, K12 Florida will discuss,

formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by SBBC, but solely to the extent that K12 Florida may do so without incurring direct or indirect costs.

2.08 **Publicity:** During the term of this Agreement, SBBC hereby agrees that K12 Florida and its affiliates shall have the right, but not the obligation, to list SBBC as a customer in other materials promoting the Content. K12 Florida will remove SBBC's name from any such list within thirty (30) days after any termination of this Agreement.

2.09 **Audit Rights:** This section shall only be applicable if the Aventa Non-Hosting Solution is applicable to the order placed by SBBC. SBBC shall maintain books and records in connection with its use of the Aventa courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 Florida or its representatives may audit the relevant books and records of SBBC during the term 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 SBBC's facilities and shall not unreasonably interfere with SBBC's business activities. Audits shall be conducted no more than once annually. If an audit reveals that SBBC has underpaid fees due to K12 Florida, 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 Florida for any given audit period, then SBBC shall, in addition, reimburse to K12 Florida the reasonable costs of conducting the audit. In connection with the license grants set forth in this Agreement, (i) K12 Florida may monitor actual usage of the courses and (ii) in accordance with its then current practices at periodic intervals designated by K12 Florida, K12 Florida may request that SBBC deliver in writing to K12 Florida a summary of the actual number of students that are currently enrolled by SBBC 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.

2.10 **Warranty:** K12 Florida 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 FLORIDA MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 FLORIDA MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 FLORIDA WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 FLORIDA OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 FLORIDA 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.

2.11 **Intellectual Property:** SBBC acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs and materials and any and all derivatives thereof (collectively referred to herein as “Works”) made available to SBBC pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 Florida (or its affiliates or licensors) own all right, title and interest in and to the Works. SBBC 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 Florida, SBBC agrees not to sell, license, sub-license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Works. SBBC will not act or permit any action that would impair any of K12 Florida’s (or its Affiliates’ or licensors’) rights in the Works. SBBC 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 SBBC 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 Florida or its affiliates displayed on any portion of the Works. SBBC 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. SBBC acknowledges that in the event SBBC breaches any provision contained in this paragraph, K12 Florida’s interests will be irreparably injured, the full extent of K12 Florida’s damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. SBBC agrees that K12 Florida will be entitled to enforce this Agreement by an injunction or other legal or equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

2.12 **Indemnification and Limitation upon Liability:** K12 Florida agrees to defend, indemnify, and hold harmless SBBC 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 Florida related to or arising from this Agreement (collectively “Claims”) except to the extent that such Claims arise out of actions or omissions of SBBC and subject to the conditions precedent that a) SBBC provide written notice to K12 Florida within thirty (30) days of its receipt of the Claim and b) SBBC permits K12 to assume the control and defense of the Claim with counsel selected by K12 Florida. IN NO EVENT SHALL K12 FLORIDA’S LIABILITY TO SBBC 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 SBBC TO K12 FLORIDA HEREUNDER. IN NO EVENT SHALL K12 FLORIDA BE LIABLE TO SBBC, 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 FLORIDA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, SBBC agrees to defend, indemnify, and hold harmless K12 Florida and its Affiliates and all of their 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 SBBC related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of K12 Florida and subject to the conditions precedent that a) K12 Florida provide written notice to SBBC within thirty (30) days of its receipt of the Claim and b) K12 Florida permits SBBC to assume the control and defense of the Claim with counsel selected by SBBC. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.13 **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 Chief Operating Officer for K12 Florida and the Superintendent of the SBBC or their respective designees.

2.14 **Miscellaneous:** a) K12 Florida is not a division or any part of SBBC. SBBC is not a division or any part of K12 Florida. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 Florida and SBBC; b) SBBC 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; c) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; and d) K12 Florida will provide all services, licenses and materials under this Agreement either directly or in conjunction with its affiliates. An "affiliate" of K12 Florida is an entity that controls, is controlled by, or under common control with, K12 Florida 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. K12 Florida and its affiliates shall be referred to collectively as K12 Florida.

2.15 **Background Screening:** K12 Florida agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted in advance of July 1, 2011 or its personnel providing any services under the conditions described in the previous sentence. K12 Florida shall bear the cost of acquiring the background screening required by Section 1012.32,

Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to K12 Florida and its personnel. The Parties agree that the failure of K12 Florida to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. K12 Florida agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in K12 Florida's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.16 **Priority of Documents.** The terms contained in the body of this Agreement shall govern over any conflicting terms contained in Appendix A – Online Educational Products and Services Order Form.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** Either party may terminate this Agreement with or without cause at any time with ninety (90) days' prior written notice to the other party. 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 SBBC of any obligations for payments outstanding to K12 Florida as of the date of termination and does not relieve either party of any obligations that continue upon termination.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, or the federal courts of the Southern District of Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** 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 Florida may assign all of its rights and obligations under this Agreement to any person or entity that controls K12 Florida, is controlled by K12 Florida, or is under common control with K12 Florida or to any successor in interest that acquires all or substantially all of the assets of K12 Florida. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Principal – Broward Virtual School/BECON Distance
Learning
6600 Nova Drive
Davie, Florida 33317

To K12 Florida: Office of the General Counsel
K12 Florida, LLC
2300 Corporate Park Drive
Herndon, VA 20171

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor

in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

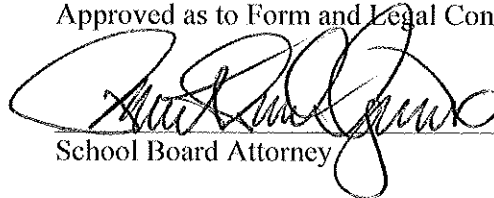
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Mr. James F. Notter, Superintendent of
Schools

Approved as to Form and Legal Content:



School Board Attorney

FOR K12 FLORIDA

(Corporate Seal)

K12 FLORIDA, LLC

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of
Name of Person
K12 Florida, LLC on behalf of the corporation. He/She is personally known to me or produced

_____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

APPENDIX A: ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER FORM

1. **Period.** Select one:

Subscription July 1st, 2011 through June 30th, 2012.

2. **Territory.** Students served by SBBC.

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

K12 Full-time Enrollment Program for Students Taking 4 to 6 courses (Grades K-5).

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

Courses:

An enrollment portal into which SBBC 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. SBBC 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 SBBC, K12 will provide access for SBBC 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 SBBC's teachers and High School students are ordered separately. K12 will reclaim durable Materials by informing SBBC 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. SBBC 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 SBBC will be invoiced for the component or Materials (plus shipping, if applicable). SBBC 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.

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 SBBC certain updated courseware, which such updates shall also be subject to all of the Terms. SBBC acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and SBBC shall be responsible for procuring such materials. All materials, assessments, and teacher guides provided directly by Aventa are included.

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

Instructional Services: SBBC 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 SBBC's educational programs.

K12 Professional Development:

New Teacher Induction: Choice of two online courses (one for teachers of grades K to 8, the other for teachers of grades 9 to 12). Each course is approximately 40 to 50 hours in length with additional sessions held throughout the year. Designed to equip new teachers with the skills they need to begin teaching in the K¹² model. (Required if SBBC is using its own teachers).

In-Person Teacher Training: Same as above, delivered in person

Ongoing National Professional Development: Provides 6 online sessions on topics such as changes and updates to the K¹² systems, individualizing instruction, and communication strategies. Training may be synchronous or asynchronous. Topics will vary from year to year.

Program Training: Delivered in person and/or online (if available) to train school staff on managing a full-time online program and/or to troubleshoot school management issues and challenges.

Administrator Professional Development: Delivered in person and/or online (if available) to train school staff on managing a full-time online program and/or to troubleshoot school management issues and challenges. Available online or in-person.

Aventa Teacher Training

Online Teacher Training: Teacher Training, 2 Hour Virtual Session

Online Mentor Training: required for SBBC's Purchasing Aventa Credit Recovery

In-Person Training: 1 day onsite

5. **Description of Other Related Products**

Hardware: SBBC is provided, for each student requested by SBBC, a computer, monitor, printer and software appropriate for access to the K12-provided student courses and curriculum. Upon the earlier of student withdrawal or termination of the Agreement, K12 will provide families with pre-paid shipping labels to return computers, monitors, printers and software, and families shall be responsible for returning same. SBBC is not responsible for a family's failure to return hardware or software.

6. **Fees.** For the Services and/or Products provided under this Order, SBBC 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-5).

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 SBBC for the components of the program as follows: K12 will invoice SBBC 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 withdrawals 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.

Annual Student Services Fee (billed quarter): \$3728.00 per student

Includes up to six courses per student plus materials and reclamation of durable and unused goods. Grades K to 5. K12 will provide teachers.

Annual Student Services Fee (billed quarter): \$2,495.00 per student

Includes up to six courses per student plus materials and reclamation of durable and unused goods. Grades K to 5. SBBC will provide teachers.

Semester Student Services Fee (billed 2x/semester): \$1,864.00 per student

Includes up to six courses per student plus materials and reclamation of durable and unused goods. Grades K to 5. K12 will provide teachers.

Semester Student Services Fee (billed 2x/semester): \$1,247.50 per student

Includes up to six courses per student plus materials and reclamation of durable and unused goods. Grades K to 5. SBBC will provide teachers.

Teacher materials:

K12 provides instructional textbooks, supplies, and teaching tools (collectively, "Materials") for teachers. If a replacement component is required, the SBBC will be invoiced for the component (plus shipping, if applicable). SBBC will be invoiced upon shipping.

K12 K-5 Materials Fees for Teachers
\$400.00 per Teacher per grade

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.

AP Online Courses \$329.00 / Semester Course (Includes course, Aventa Hosting Solution, and Instruction)

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)

Aventa Training

Online Teacher Training: Required for SBBC's Purchasing Aventa Credit Recovery and Original Credit Courses

\$250.00 per 2 hour session (8 hours recommended \$1,000.00)

In-Person Teacher Training: 1 Day Onsite

Billed at setup. No refunds, credits or cancellations are allowed.

\$2,500 per day

Online Mentor Training: 2 Hour Virtual Session (required for SBBC's Purchasing Aventa Original Credit & Credit Recovery)

Billed at setup. No refunds, credits or cancellations are allowed.
\$0.00 per two hour session

K12 Teacher Training

New Teacher Induction (online)

Billed at setup. No refunds, credits or cancellations are allowed.
\$550.00 per teacher for ___ teachers

In-Person Teacher Training

SBBC is responsible for providing the facility and for travel, hotel and other reasonable expenses for the trainer. Billed at setup. No refunds, credits or cancellations are allowed.
\$2,500.00 per day

Ongoing National Professional Development

Billed at setup. No refunds, credits or cancellations are allowed.
\$100.00 per teacher

Hardware:

Thirty percent (30%) billed at student enrollment, with the remainder billed in equal installments over ten (10) months. These annual costs are credited or refunded, as appropriate, for cancellations only if the hardware has not yet shipped. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from all courses. No other refunds, credits or cancellations are allowed.
\$560.00 per student – desktop computers

Annual Student ISP fee (Billed quarterly) \$99.50

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