

## **EDUCATIONAL PRODUCTS AND SERVICES CONTRACT**

This Education Services Contract (the "**Contract**") is entered into effective as of **July 1, 2012** (the "**Effective Date**"), by and between \_\_\_\_\_, (the "**District**") and K12 Virtual Schools LLC ("**K12**"). District and K12 may each be referred to in this Contract as a "**Party**," and both as the "**Parties**."

### **BACKGROUND**

In 2011 K12 acquired certain assets from Insight Schools, LLC including the Insight Oregon Alternative Option. As such, K12 operates the Insight School of Oregon, a Network<sup>k12</sup> school that is registered with the Oregon Department of Education (the "**ODE**") under institution identification number 4633 to operate a statewide, online, alternative option school education program serving grades six (6) through twelve (12) (the "**Program**"). The District desires to have K12 provide certain educational services pursuant to the terms of this Contract.

### **AGREEMENT**

**1. Term and Termination.** This Contract shall begin on the Effective Date and shall continue until **June 30, 2013**, unless earlier terminated, in accordance with its terms. This Contract may be terminated by either Party in the event the other Party breaches a material term of this Contract and fails to cure such breach within 30 calendar days of receipt of written Notice (defined below) of such breach. Pursuant to Oregon Administrative Rule ("**OAR**") 581-022-1350(4), non-compliance with a rule or statute or suspension or revocation of registration by the ODE shall constitute the breach of a material term of this Contract and shall result in the termination of this Contract. If the alleged breach is not cured in a timely manner, the terminating Party shall issue and deliver a Notice of termination to the other Party. Any such termination will take effect before the next semester begins, but not until after the end of the semester in which the Notice of termination is delivered. In the event this Contract is terminated due to non-compliance with a rule or statute or due to suspension or revocation during a semester, District agrees to pay fees for each Placed Student on a pro-rated basis for number of days each student was Placed in the Program up to and including the termination date. In the event of any termination, District shall render payment in full within thirty (30) days of being invoiced by K12.

**2. Student; Full-time, Part-time and Late Start Placement.** A "**Student**" is any individual who is (i) a resident of the District; (ii) registered with the District or is a permitted inter-district transfer; and (iii) between the ages of 11 and 20 at the time of placement in the Program or is otherwise permitted for placement in the Program by applicable law. A Student is a "**Full-Time Student**" if the student is enrolled in 4 or more courses in the current semester and has enrolled in the Program and begun class work before the day that is 30 calendar days after the first day of the current semester, **or** a student is placed in the "**6/2 Block**" which is a Six (6) week block of time where the student would be assigned 2 classes every six weeks provided they pass the previous 6/2 Block. A Student is a "**Part-Time Student**" if the student is enrolled in 3 or fewer courses in the current semester and has enrolled in the Program and begun class work before the day that is 30 calendar days after the first day of the current semester. A Student is a "**Late Start Placement**" if the student enrolled in the Program or began class work on or after the day that is 30 calendar days after the first day of the current semester. Late Start Students will usually be placed in one or two classes until the next semester when they will be scheduled Full Time.

**3. Placement of Students.** Using the criteria set forth in OAR 581-022-1350, and consistent with applicable law, including OR. REV. STAT. ("**ORS**") 336.635, the District's Superintendent or other authorized representative may place Full-Time Students, 6/2 Block, Part-Time Students, or Late Start Placement Students in the Program through the Resident District-Student Placement Form ("**Placement Form**"). No Student will be placed in the Program without a completed Placement Form signed by the

District's Superintendent or other authorized representative. The District is required to notify K12 when it places a Student into the Program. The District is responsible for payment to K12 for educational products and services including the online courses, curriculum, learning management system, applicable instructional tools and online services that K12 makes publicly available in its normal course of business or makes available to the District in K12's sole discretion (collectively the "**Services**") for Students that have been placed in the Program by the District. Placements Forms will be provided to the District by K12. During the term of this Contract and in accordance with the Section entitled "Intellectual Property Rights", K12 will provide Placed Students with those Services, including where applicable a non-exclusive, non-transferable license for access to the Services, for so long as they remain a Placed Student and comply with K12's applicable school policies made known to the Placed Student.

**4. Community Outreach/Open Enrollment.** K12, with the District's prior written consent, may perform community outreach services in an effort to attract potential Students that reside within the District's geographic boundaries but who do not currently attend any of the District's schools. The District agrees that any person not enrolled in any of the District's schools who seeks enrollment in the District as a result of the community outreach efforts of K12 may be placed in the Program by District pursuant to this Contract unless the potential Student does not meet the Student Placement Criteria (defined below). If the District elects to participate in Open Enrollment as defined by Oregon HB 3681, District may place students in K12 as a District sponsored Alternative Option.

**5. Technology and Educational Services.** Each Full-Time and 6/2 Block Students and each Late Start Placement Student may receive from K12, upon written request, some or all of the following:

- (i) A laptop and printer/scanner;
- (ii) An internet stipend payable at the end of each semester upon provision of receipts to K12 with good attendance and passing marks in assigned courses;
- (iii) Student support provided by Instructors, Homeroom Advisors and staff;
- (iv) 24/7 technical support and tutorial services for math, reading, and science courses (subject to availability);
- (v) Access to a learning community including clubs and other non-academic activities; and
- (vi) Access to approximately 120 online courses. (Access to certain courses may be limited for 6/2 Block and Late Start Placement Students). See Course Catalog at [www.insightor.net](http://www.insightor.net), as may be amended by K12 from time to time.

Part-Time Students will receive and are eligible for each of the items listed above except for items (i) and (ii). K12 will be responsible for expenses incurred for the delivery and return of laptops and printers/scanners to/from the Full-Time Students. Return of any K12-provided equipment to Full-Time Student is mandatory and due immediately to K12 or its designee (as instructed by K12) upon a Student's exit from the Program. The District shall use commercially reasonable efforts to assist K12 in obtaining any such equipment (or collecting fees in lieu thereof) from Students who exit the Program and do not return equipment within 30 days. All Students and their parent/guardian will be required to sign an Acceptable Use Agreement describing appropriate use of the student technology in addition to agreeing with K12's (or its Affiliates') applicable Terms of Use which include disclaimers of warranties, indemnity obligations and additional terms and conditions which are subject to change from time to time without notice or consent. The Student technology will include internet filters and content blockers necessary to provide industry standards to limit access to inappropriate content.

**6. Course Catalog.** Full-Time Students and Part-Time Students may be placed in any course listed in the Course Catalog that is offered by K12, as authorized by the District. 6/2 Block and Late Start Placement Students may be placed only in courses that are determined appropriate based on the students Skill Assessment at entry. Students who refuse to complete required placement assessments may not be eligible for placement until assessment is completed by the Student.

**7. Placement and Payment for Services.** Fees for Services provided to a particular Student will not accrue until the Student is placed by the District and then has started the Program. A Student is placed in the Program after the Student: (i) has registered with the District; (ii) has been approved and placed in the Program by the District; and (iii) has received credentials and logged into his or her coursework (collectively, the "**Placement Criteria**"). Unless otherwise provided herein, a student is "**Placed**" in the Program when the Student meets the Placement Criteria. The District shall pay K12 the lesser of (a) 98% of the District State School Fund warrant identified for the District by the ODE no later than October 31<sup>st</sup> of the contract year, up to \$36.00 per day or (b) 80% of the District's estimated current year's average per student net operating expenditure (pursuant to ORS § 336.635) for each Placed Full Time, 6/2 Block or Late Start Placement Student.

Fees for Part-Time Students will accrue from the day the Student logs into an assigned class. In lieu of a daily fee, the District shall pay K12 a course fee of \$300.00 for each course placement by each Part-Time Student. District can benefit from a tiered pricing scale for multiple Part-Time Student placements as follows: 1-15 Part-Time Students will be billed at \$300 per semester course; 16-30 Part-Time Students will be billed at \$275 per semester course; 30+ Part-Time Students will be billed at \$250 per semester course. All Credit Recovery Placements are billed at \$200 per semester course. K12 may from time to time offer a Summer School Program for grades 7 through 12 using Credit Recovery Courses on a District reimbursement or parent fee basis. This offering is at the sole discretion of K12.

K12 shall provide District with monthly statements detailing each Placed Student's: (i) name; (ii) identification number; (iii) placement status; (iv) AYP subgroup identification; (v) IEP/504/ELL status/eligibility; (vi) Program entry date; (vii) Program withdrawal date, if applicable; and (viii) membership days. At the end of each semester K12 shall invoice District for Services rendered during the applicable semester of the school year. The District will pay each invoice within 30 days following the end of the applicable fiscal year (by June 30). K12, in its discretion, may charge interest at up to one and one quarter percent (1.25%) per month (not to exceed the maximum amount of interest allowed by law) on any unpaid balance not paid by the District within thirty days after the end of the applicable fiscal year. If the District wishes to dispute any charge invoiced by K12, The District must submit a good faith claim regarding the disputed amount with documentation as may reasonably be required to support the claim no later than ninety (90) days after the end of the school year in which it was incurred.

**8. Student Records, Data and Reporting.** "**Student Records**" consist of the Placement Form, course transcript, credits earned, attendance, and report cards. K12 shall maintain the confidentiality of Student Records for each Placed Student consistent with the requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("**FERPA**"), as amended, and applicable Oregon statutes, administrative rules and non-regulatory guidance and written District policy communicated in writing to K12. The District recognizes and agrees that for purposes of FERPA, the Oregon open records act and such other applicable rules, regulations and policies, K12 has a legitimate educational interest for purposes of the District disclosing Student Records to K12. The District shall define "school officials" and "legitimate educational interest" as permitted by FERPA, broadly enough to permit the provision of the Services hereunder. K12 shall provide the District with semester report cards and monthly progress reports for each Placed Student. K12 will provide the District with an annual withdrawal report, detailing each Student who has withdrawn, graduated, or otherwise left the Program. K12 shall forward to the District Student Records for each Former Student when the Student leaves the Program or for any Placed Student upon written request of the District. Attendance shall be calculated in accordance with Oregon's Student Accounting Manual, as updated from time to time.

**9. Curriculum and Graduation Requirements.** K12 will utilize curriculum that is aligned to comply with the course content standards established by the Oregon State Board of Education. A Placed Student shall be required to complete coursework at a level necessary to meet all State of Oregon and/or

District graduation requirements. K12 shall notify District when a Placed Student has satisfactorily met the State of Oregon and/or District required units of credit and graduation requirements. At time of Placement, the District shall notify K12 whether student should be scheduled to earn an K12 Diploma (24 credits) or a District Diploma.

**10. Intellectual Property Rights.** Each of the Parties (and their respective licensors) shall remain the sole owner of all rights in and to its respective name, trade names, trademarks, service marks, trade secrets, patents, copyrights (including all curriculum), logos, data, databases, technologies and other intellectual property rights, as the same now exist or as they may hereafter be modified or developed in the future by either Party during the term of this Contract (collectively, the "**Intellectual Property Rights**"). Neither Party shall be deemed by any provision of this Contract to have any ownership interest in the Intellectual Property Rights of the other Party (or its respective licensors). It is expressly agreed that, notwithstanding anything to the contrary contained in this Contract, all right, title and interest in and to all results and proceeds of all work prepared or performed by or on behalf of K12 in connection with K12's provision of Services pursuant to this Contract shall belong exclusively to K12 or its Affiliates and may not be copied or used by any other person or entity (including, without limitation, the District) in any manner without K12's express, prior written permission.

**11. Staff Qualifications; Criminal Background Checks and Certification.** K12 shall employ all instructors for the Program (the "**Instructors**"). All Instructors shall be highly qualified in their course content area as such term is defined by the No Child Left Behind Act of 2001, as amended. K12 shall perform criminal background and unprofessional conduct checks on all Instructors and/or staff prior to hiring and will comply with the requirements of OAR 581-022-1730, and ORS 326.603, 326.607 and 342.232. K12 shall provide District written certification that it has complied with these requirements upon request.

**12. Accreditation.** The Program is accredited by the Northwest Accreditation Commission ("**NWAC**"). The Program will maintain its NWAC accreditation while providing Services to District's students.

**13. Special Education.** The Program may accept students eligible for special education services upon approval of the District as authorized by the ODE. The District, however, is solely responsible for all student special education evaluations, three year re-evaluations, annual development, revision and implementation of any student's individualized education plan ("**IEP**") and 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 Contract. Notwithstanding the forgoing, during the term of this Contract, K12 will discuss and may make adjustments, accommodations and/or modifications in furtherance of IEP's or reasonable accommodations and modifications established by the District, but solely to the extent that K12 may do so without incurring direct or indirect costs. K12 agrees to maintain the confidentiality regarding Placed Students with special education needs in accordance with the requirements of OAR 581-021-0072. All Student special education records will be maintained at the District.

**14. State Assessments.** K12 will administer required state assessment testing to each Placed Student within the required timeline established by the ODE unless the District chooses to administer the testing itself. The District shall provide K12 with the necessary assessment forms ("**Assessment Forms**") appropriate for each Placed Student in a timely manner in order for K12 to administer any state assessment testing. Upon timely receipt of such Assessment Forms, K12 will provide: (i) all technical equipment and supervision to administer all required state assessments; and (ii) will submit the completed assessment data to the District as required by ORS 336.637.

**15. Child Abuse Reporting Act.** K12 shall comply with the Oregon child abuse reporting laws under ORS 419B.005 through 419B.050. K12 shall immediately report to the Oregon Department of Human Services and/or local law enforcement agency any circumstances supporting reasonable cause to believe that any child in K12's care, custody or control has been abused or neglected.

**16. Independent School Performance Evaluation.** Oregon law requires the District to conduct a performance evaluation of the Program annually. To fulfill this requirement, K12 will contract with a qualified independent third party, to conduct the required evaluation. K12 shall provide a copy of the evaluation to the District to fulfill this ODE requirement. The District retains the right to perform its own annual evaluation of the Program at a time mutually agreed to by both Parties. K12's annual statement of expenditures for all Oregon State School Funds and other local school support moneys will be reviewed by the District in accordance with the requirements of ORS 336.635(2).

**17. Documentation from K12.** K12 will provide the District with a copy of: (i) the Program's ODE registration; (ii) Student Placement Criteria; (iii) certification of general liability insurance; and (iv) a list of Services and curriculum being offered and all other documents as reasonably requested by the District in connection to the District's responsibility to oversee and evaluate K12 with respect to the Program upon the District's request.

**18. Transportation.** K12 will not provide transportation to Placed Students. Placed Students and their families will be responsible for all transportation and all transportation costs, including transportation to any Program-sponsored social activities, testing and other activities or offsite events. K12 accepts no liability for any Liabilities (defined below) arising in relation to any Placed Student's transportation.

**19. Indemnification.** Each Party shall indemnify, defend and hold the other Party, and such Party's Affiliates and their respective owners, officers, board members, employees, agents, permitted assigns and successors, harmless from and against all third party: claims, lawsuits, demands, proceedings, fines, fees, losses and costs (including reasonable attorneys' fees and other costs and expenses incurred), (collectively, "**Liabilities**") incurred to the extent the Liabilities were caused by or arise out of or result from the other Party's, its employees' or agents' alleged or actual negligent acts or omissions, willful misconduct or failure to comply with the terms or conditions of this Contract but except to the extent any Liabilities are caused by the actions or omissions of the Party seeking indemnification.

**20. Indemnification Process.** If an action is brought for which indemnity is sought under this Section entitled "Indemnification", the Party seeking indemnity will send written notice to the other Party specifying the nature of the Liabilities. The indemnifying Party shall control the defense in any such Liabilities the Party seeking indemnity will reasonably cooperate with the indemnifying Party at the indemnifying Party's expense in connection with the defense of any such Liabilities. The Party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying Party will not be responsible for any settlement made by the Party seeking indemnity without the indemnifying Party's prior written permission, which will not be unreasonably withheld.

**21. Insurance.** Prior to the commencement of Services under this Contract, K12 shall provide the District with a certificate of general liability insurance evidencing coverage in the minimum amount of \$1,000,000 per occurrence. The certificate of insurance will show the District as an additional insured. The District will maintain, at its own expense, comprehensive professional and general liability insurance with minimum coverage limits of up to \$1,000,000 per occurrence. Each Party will endeavor to provide the other Party with 30 days prior written notice of any material changes or cancellation of coverage. Each Party will provide Worker's Compensation insurance for its employees as required by applicable law.

**22. WARRANTIES AND DISCLAIMERS.** Each Party hereby represents and warrants to the other Party that it has the power and authority to enter into this Contract and is permitted by applicable law and

regulations to enter into this Contract. K12 further warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION ARE 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 AND ITS AFFILIATES MAKE 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 NON-ACCESSIBILITY OF THE COURSE WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

**23. Nature of Relationship.** Parties acknowledge and agree that their relationship is that of an independent contractor and nothing in this Contract shall be construed to create an employee relationship between K12 and the District. Each Party is solely responsible for any and all liabilities of its employees for their performance under this Contract and further is responsible for any and all taxes imposed upon it, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing the services and fulfilling the obligations pursuant to this Contract as an independent contractor. Each Party acknowledges and agrees that its employees are employees of its own and not those of the other Party and further acknowledges and agrees that its employees are not eligible for any benefits under any benefit plan of the other Party, the other Party's Affiliates, or successors. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties.

**24. Notices.** Each Party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Contract is a writing: (i) personal delivery; (ii) Registered or Certified Mail (in each case, return receipt requested and postage prepaid); (iii) nationally recognized overnight courier (with all fees prepaid); or (iv) facsimile (with receipt of transmission).

Notice shall be deemed given upon receipt by the addressee. Any Party giving Notice shall address the Notice to the appropriate person at the address listed below. Such contact name and address may be changed from time to time by either Party by providing written Notice pursuant to this paragraph.

<b>If to K12:</b>	<b>If to District:</b>
K12 Virtual Schools LLC (RE: Insight Oregon Alternative Option)	
2300 Corporate Park Drive, Suite 200	
Herndon, Virginia 20171	
Attn: General Counsel Fax: 703-483-7496 with a copy to EVP, School Services (same address as above) Fax: 703-483-7330	
Local email for routine correspondence: <a href="mailto:jdmcmahan@k12.com">jdmcmahan@k12.com</a>	Local email for routine correspondence:

**25. LIMITATION OF LIABILITY.** K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE DISTRICT FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, RELATING TO THIS CONTRACT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT IN THE PRIOR YEAR BY THE DISTRICT. EXCEPT FOR A PARTY'S THIRD PARTY INDEMNITY OBLIGATIONS UNDER THE SECTION ENTITLED "INDEMNIFICATION", NEITHER PARTY SHALL BE LIABLE

TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION OR OTHER LEGAL OR EQUITABLE THEORY.

**26. Compliance with Laws.** Each Party will comply with all applicable local, state, and federal laws, regulations and ordinances with respect to each Party's performance pursuant to this Contract.

**27. Disputes and Governing Law.** 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 Contract, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The resolution efforts shall be primarily between the EVP of School Management for K12 and the Superintendent of the District or their respective designees. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without reference to conflict of laws principles.

**28. Entire Agreement.** This Contract shall supersede any and all other contracts, agreements, understandings and representations whether written or oral, between the Parties pertaining to the subject matter hereof.

**29. Waiver.** Any waiver of rights under this Contract must be in writing signed by the Party waiving its rights.

**30. Assignment and Delegation.** This Contract may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party; provided, however, either Party may assign this Contract without the consent of the other Party to any successor in interest to such Party or the purchaser of all or substantially all of the equity or assets of such Party and further provided that K12 may assign this Contract to any Affiliate. An "Affiliate" means any entity that is directly or indirectly controlled by, under common control with or that controls the subject Party. For purposes of this definition "control" means direct or indirect ownership of, or the right to direct or cause the direction of the management and policies of that entity through the ownership of greater than 50% of the voting securities or by contract or otherwise. An entity is an "Affiliate" only for so long as such control exists. Neither Party may delegate any performance under this Contract without prior written consent of the other Party except that K12 may subcontract the Services hereunder to a third party or an Affiliate but K12 shall be responsible for the performance, in accordance with the terms of this Contract, of any Services performed by its delegees. Except as authorized herein, any attempt to assign and/or delegate its performance under this Contract, in whole or in part, in violation of this provision is void.

**31. Binding Nature.** This Contract shall be binding on the Parties' successors and permitted assigns.

**32. Amendment.** This Contract may not be amended except by mutual agreement evidenced by a written instrument signed by authorized representatives of each Party.

**33. Counterparts.** The Parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Contract in the presence of the other Party to this Contract. This Contract is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Contract, a Party must produce or account only for the executed counterpart of the Party to be charged.

**34. Facsimile.** This Contract may be executed by facsimile. Said facsimile shall be deemed an original and fully enforceable and admissible in any legal proceeding.

**35. Survival.** The representations, covenants, confidentiality, indemnification obligations, any amounts owing at the time of termination, limitation of liability and any other provisions, which by their nature are intended to survive the termination or expiration of this Contract, shall survive for such period as necessary to effectuate their intent. Any Exhibits referenced in this Contract are incorporated herein in their entirety.

**36. Headings and Captions.** The descriptive headings of the article, section and subsections of this Contract are for convenience only and do not constitute a part of this Contract.

**37. Interpretation.** The Parties agree that the terms and conditions of this Contract are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Contract. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

**38. Severability.** If any provision of this Contract is determined to be illegal, invalid, or unenforceable by a competent court or tribunal, the validity and enforceability of the remaining provisions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Contract one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized officers or representatives as of the Effective Date.

**DISTRICT**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**K12 VIRTUAL SCHOOLS LLC**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_