

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 Duluth Public School District ,215 N. 1st Avenue, E., Duluth, MN 55802 ("Customer") and K12 Virtual Schools 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 applicable for a renewal period.

2. Territory. Students served by Duluth Public School District, MN.

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

☒ K12 Hospital and Homebound Program:

The 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.

☒ Aventa Original Credit and Credit Recovery Courses (Grades 6 to 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 and assessments provided directly by Aventa are included except certain AP courses. A complete list of required materials may be accessed [and purchased from Aventa Learning] at <http://aventalearning.com/enroll-now/textbook-PO-order-form>.

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.

5. Description of Other Related Products

- ☒ Hardware: Customer is provided, for each student requested by Customer, 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.

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 Hospital and Homebound

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 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.

Student Service Fee

- With K12 Teacher, for each enrolled K-8 Student weekly: \$110.00 (4 week minimum, materials included)
- With K12 Teacher, for each enrolled 9 – 12 Student weekly: \$135.00 (4 week minimum, materials included)
- With Aventa Teacher, for each enrolled 6 – 12 Student weekly: \$115.00 (4 week minimum, materials included)

Grades K-8

Reading, Language Arts, Math, Science, Social Studies, Art, and Music (Materials* shipped directly to Student)

Grades 9 – 12

Full course catalog (6 courses) will be offered (Materials* shipped directly to Student)

Computer Fee All Grades: *\$440.00 per semester, invoiced at time of order placement. .

*As per Section 5 of the Agreement, if applicable materials are not returned to K12, the replacement value for the same to be charged to Customer.

Homebound Education Annual Services Fee: *\$5,000.00

Annual Services fee for implementation, placement, program consulting and set up for a Homebound Education Program. The Annual Program Fee is intended to cover both the annual review as well as ongoing administration of the program.

**K12 will waive the Homebound Education Annual Services Fee for the initial subscription period indicated above. This promotional offer is not eligible for a renewal period.*