

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2012 (the "Order Effective Date"), is between Santa Rosa County School District, 5086 Canal Street, Milton, FL 32570 ("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. Select one:

☒ Subscription July 1st, 2012 through June 30th, 2013, and is not applicable to a renewal period.

2. Territory. Students served by Santa Rosa County School District, 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: 1) courses, 2) materials and 3) 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 6-12)

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

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

☒ Instructional Services: Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.

☒ Aventa Hosting Solution:

The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

☒ Aventa Teacher Training

☐ Online Teacher Training: Teacher Training, 2 Hour Virtual Session

☒ Online Mentor Training: Required for Customer's Purchasing Aventa Original Credit or Credit Recovery

☐ In-Person Training: 1 day onsite

5. Description of Other Related Products

RESERVED

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

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

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

K12 will invoice Customer for the components of the program as follows: K12 will invoice Customer as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment. Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for 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.

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

☒ K12 Proprietary 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 withdrawals 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 withdrawals occurring after 30 days.

K12 Proprietary Course Materials Options	Electronic Materials (Included in the cost of K12 Core Proprietary Courses)	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.)		
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)

☐ \$160.00 per student per course☐

World Languages Dictionary (optional)

☐ \$25.00 per student per course☐☒ Aventa Subscription License (Per Enrollment):

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

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 AP Materials Fees¹ (Required for certain courses)

Customer is only charged the applicable fee if a course below is selected. Billed at 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 Biology materials

\$328.00 per Student per course

☒ Advanced Placement Chemistry materials

\$339.00 per Student per course

☒ Advanced Placement Environmental Science materials

\$302.00 per Student per course

☒ Advanced Placement Physics B materials

\$289.00 per Student per course

☒ Aventa Training☒ Online Mentor Training: (Required for Customer's Purchasing Aventa Original Credit & Credit Recovery)

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

\$0.00 per two hour session

¹ Customer is only charged fee if applicable course is selected