

**EDUCATIONAL PRODUCTS AND SERVICES
AGREEMENT**

Between

**COLORADO DIGITAL
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

And

K12 VIRTUAL SCHOOLS LLC

FOR THE COLLEGE PREP ONLINE ACADEMY OF COLORADO

TABLE OF CONTENTS – EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

RECITALS1
1. DEFINITIONS.....1
2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.2
3. BOCES RESPONSIBILITIES.....4
4. FINANCIAL MATTERS5
5. TERM OF AGREEMENT.....6
6. PRICING, FEES AND PAYMENT.7
7. PERSONNEL SUPPORTING THE PROGRAM7
8. PAYMENT OF PRODUCT AND SERVICE FEES.....8
9. RELATIONSHIP OF THE PARTIES.....9
10. OTHER SCHOOLS9
11. TERMINATION.....9
12. TERMINATION EFFECTS.10
13. INTELLECTUAL PROPERTY RIGHTS.....11
14. LIMITS ON LIABILITY AND DAMAGES.12
15. ASSIGNMENT.....13
16. INDEMNITY.....13
17. INSURANCE.....14
18. REPRESENTATIONS AND WARRANTIES.....15
19. OFFICIAL NOTICES.....16
20. NON-SOLICITATION/NON-HIRING.....17
21. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.....20
22. MISCELLANEOUS.18
EXHIBIT A.....21
EXHIBIT B.....27

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

Between the
COLORADO DIGITAL BOARD OF COOPERATIVE EDUCATIONAL SERVICES
And
K12 VIRTUAL SCHOOLS LLC

This EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT (“**Agreement**”) is made and entered into, by and between the Colorado Digital Board of Cooperative Educational Services, a Colorado local government entity (hereinafter “**BOCES**”) and K12 Virtual Schools LLC, a Delaware limited liability company (hereinafter “**K12**”), each a “**Party**” together the “**Parties**”, as of the date signed by both Parties, and includes the following exhibits:

- a. Exhibit A (Products and Services)
- b. Exhibit B (K12 Proprietary Marks)
- c. Exhibit C (BOCES Accreditation Plan)
- d. Exhibit D (BOCES Accountability Matrix)

RECITALS

- A. **WHEREAS**, BOCES is governed by its Board (the “**Board**”); and
- B. **WHEREAS**, the mission of BOCES is to utilize research-based learning and technology applications, combined with teacher/student/parent involvement, to provide a new, innovative model of public school education adapted to the needs of elementary, middle and high school students throughout the State, and
- C. **WHEREAS**, K12 and its Affiliates were established, among other things, for the following purposes:
 - o promoting and encouraging new methods of effective education;
 - o implementing innovative and effective instructional systems in elementary and secondary education; and
- D. **WHEREAS**, it is the desire of BOCES to approve and oversee a Program to provide a public online educational offering; and
- E. **WHEREAS**, K12 will provide BOCES with a variety of educational products and services in furtherance of the Program’s mission and these educational products and services include providing K12 owned and licensed curriculum, online school and learning management systems; teacher support, training, recruitment, hiring and management; financial and school administration services; technology services for a student account management system and other administrative and technology support services specified in this Agreement, and
- F. **WHEREAS**, it is the intention of both Parties to enter into a long-term relationship in which the Board governs the Program while K12 provides comprehensive educational products and services, including turnkey management services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. Affiliates. An "Affiliate" of K12 is an entity that controls, is controlled by, or under common control with K12, where "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.

1.2. Applicable Law. Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public schools in the State.

1.3. Board President. The President of the Board of BOCES.

1.4. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.5. Program. The Program is the BOCES's public online educational offering known as the College Prep Online Academy of Colorado serving grades K through 12.

1.6. Program Revenues. Program Revenues are all revenues and income generated or received by or on behalf of the BOCES as attributed to any Student or the Program which includes, but is not limited to, the following sources as applicable: state and local per-pupil basic education funds and other public school state and local funding; federal funds specific to the Program and/or its students; tuition or other revenue stemming from Students taking courses; other funding including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 et seq., as amended); all special-education related funding from any source for special education students; State provided facility funding and other income or revenue sources provided by law and obtained by the BOCES and/or K12 which are not specifically excluded herein and all contributions and grants received by or on behalf of the BOCES and granted as a matter of right and/or practice or through competitive and non-competitive grant processes, which are to assist in the improvement or maintenance of the Program. Program Revenues shall not include: (i) income generated by Students either individually or collectively via student fundraisers (whether or not such fund raiser is BOCES-sponsored), and (ii) private charitable donations made to the BOCES's general fund; all to the extent K12 is not required to manage, track, report on or otherwise assist with the generation, disbursement or collection of such income or donations.

1.7. Shareholder. A Shareholder is a holder of greater than one percent (1%) of K12's outstanding shares of common stock.

1.8. State. The State is Colorado.

1.9. Student. A Student is any student enrolled and/or otherwise taking course(s) in the Program or previously enrolled, including those pupils who have withdrawn.

2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.

2.1. Description of Educational Products. During the Term, K12 and Affiliates shall license to BOCES solely for use in the Program, on a non-exclusive, non-assignable, non-sublicensable basis the products and offerings as described in Exhibit A, including curriculum and access to a learning management system (collectively the "Educational Products"). During the Term, the Parties may agree upon K12 and Affiliates licensing additional products (e.g., new curriculum, supplementary curriculum, and/or educational programs)

beyond those listed in Exhibit A. Provision of additional products will be mutually agreed upon and shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.2. Description of Administrative and Technology Services. During the Term, K12 and Affiliates shall provide to BOCES solely for the Program “**Administrative Services**”, including financial and school administration services, teacher recruiting, training and management, and “**Technology Services**” to include a student information system, hosting of an online platform, a student account management system and related technical support and other educational services as described in Exhibit A. The Administrative Services and Technology Services shall collectively be referred to as the “**Services**”. During the Term, the Parties may agree upon K12 and Affiliates providing the BOCES with additional services beyond those listed in Exhibit A. Provision of additional services shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.3. Special Education Services. K12 shall assist with the provision of special education and/or related special needs services including but not limited to recruiting teachers and procuring related service providers, to Students with special education needs or any Students who have, will have or require an Individualized Education Program (“**IEP**”). All special education-related funding from any source for the Special Education Students shall be included within Program Revenues. BOCES maintains the legal responsibility to provide special education services pursuant to IDEA and any other Applicable Law.

2.4. Place of Performance. Performance of Services is not required to be rendered on the BOCES’s premises, if any, unless specifically stated in Exhibit A or for compliance with Applicable Law.

2.5. Standards of K12 Performance.

2.5.1. K12 Compliance. K12 will provide the Educational Products and Services set forth in this Agreement and any amendments hereto in accordance with Applicable Law and Board policies made known to K12 in writing and relating to the Program. Subject to Section 11, K12 shall also comply with changes in Board policies applicable to the Program within thirty (30) days of receipt of written notice and a copy thereof; however, Program Policies (as defined in section 3.2) shall be adopted in accordance with Section 3.2. K12 understands that all records made, maintained, or kept by the Customer, including any records of educational materials and teaching techniques that are made, maintained or kept by the Customer, are subject to disclosure to the extent required by the Colorado Open Records Act.

2.5.2. Confidentiality of Records. BOCES shall ensure that K12 has the right to access personnel, financial, and Student data related to the Program. As such, K12 will maintain the confidentiality of Program personnel, student and other records in accordance with the requirements of Applicable Law. BOCES recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“**FERPA**”) and the State open records act, K12 has a legitimate educational interest for purposes of BOCES disclosing a student’s educational records to K12. BOCES shall define “school officials” and “legitimate educational interest” as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

2.5.3. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder.

2.5.4. Non-Discrimination. K12 prohibits discrimination in all its programs and activities on the basis of race, color, religion, sex, national origin, age, disability, and where applicable, marital status, familial status, and sexual orientation.

2.5.5. Accountability.

(a) In the event the Program set forth in Section 1.5 is placed in the "priority improvement" category of the School Performance Framework for two consecutive years, BOCES may place that school on probation. In the event the Program set forth in Section 1.5 is placed in the "priority improvement" category of the School Performance Framework for three consecutive years, BOCES may pursuant to Section 11.5, at the end of the following academic year, close the Program or replace K12 as the provider of Educational Products and Services,

(b) In the event the Program set forth in Section 1.5 receives an overall indication of "red" as designated in the Accreditation Plan attached hereto as Exhibit C for two consecutive years, BOCES may place the school on probation. In the event the Program receives an indicator of "red" as designated in the Accreditation Plan attached hereto as Exhibit C for three consecutive years, BOCES may pursuant to Section 11.5, at the end of the following academic year, close the Program or replace K12 as the provider of Educational Products and Services.

(c) In the event that the BOCES concludes that any indicator in one of the four quarterly dashboards specified in the Accreditation Plan attached hereto as Exhibit C demonstrates significant potential to result in score of yellow or red, the BOCES may request a corrective action plan to address the indicator(s). K12 shall provide to the BOCES a corrective action plan to address the relevant indicator(s) within fifteen (15) days of receiving the request from the BOCES.

3. BOCES RESPONSIBILITIES.

3.1. Oversight of K12 and the Program. BOCES shall be responsible for monitoring K12's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. BOCES shall also be responsible for overseeing the Program's quality, operational and financial performance and for working with any Program authorizer to ensure BOCES is permitted to operate the Program as a public school entitled to receive public funds, appropriations and revenues. K12 shall reasonably cooperate with such monitoring and oversight. BOCES will appoint an Advisory Council which shall, once per year, provide annual feedback to BOCES and K12 regarding Program performance goals and stakeholder satisfaction. The Advisory Council shall consist of five community-based persons appointed by BOCES. All members of the Advisory Council shall serve as ex officio members of the School Accountability Committee ("SAC"). Additional persons will be appointed to the SAC to meet all legal requirements regarding its membership./

3.2. Adoption of Policies. The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend various policies for the operation of the Program ("**Program Policies**"). K12 will implement procedures consistent with such policies, but BOCES retains ultimate responsibility for adopting policies and for overseeing K12's implementation. K12 will cooperate with such oversight and policy implementation subject to Section 11. K12 and BOCES will work collaboratively and in a timely manner on the creation of Program policies that may include, but are not limited to, policies relating to the curriculum, transfer and admissions procedures, student conduct online, facility regulations, school calendars, procedures for resolution of parent or student complaints and disputes between Program employees, and the responsible use of computer equipment and other instructional property. To the extent any of the foregoing collaborative policies are not in effect, the Parties agree that K12's standard policies and best practices applicable to the Program shall be used to avoid a lack of any policy. BOCES shall promptly provide K12 written copies of all policies adopted and must promptly notify K12 in writing of any changes to such policies.

3.3. BOCES Compliance. BOCES will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with, the requirements of Applicable Law.

3.4. Program Related Correspondence. BOCES shall promptly provide K12 with any reports, documents and other findings that are related or may have an impact on the Program and/or K12's obligations herein. Such Program related correspondence includes, but is not limited to, Board resolutions and reports, State audit office preliminary and final reports, and CDE reports, findings and correspondence.

4. FINANCIAL MATTERS.

4.1. Educational Products and Administrative and Technology Service Fees Payable to K12. For the Term of this Agreement, BOCES will pay to K12 for products provided and services performed all of the Program Revenues, minus the Administrative Oversight Fee as provided in Section 4.4. The parties hereby acknowledge that the fee paid to K12 pursuant to this paragraph is the full amount payable by BOCES to K12 in exchange for the Educational Products and Administrative and Technology Services and K12 shall be solely responsible for paying all costs incurred by it in providing the Educational Products, and Administrative and Technology Services including payments to third-party vendors and contractors. K12 assumes the risks, except as otherwise set forth in this Agreement, that its fees may not allow it to operate profitably. The parties hereto acknowledge and agree that the amounts set forth herein are reasonable, necessary, and fair-market value compensation for services rendered.

4.2. Timing of Payments. The parties acknowledge that K12 will be providing products and services to BOCES throughout the Term of this Agreement. Contingent upon K12 providing the Educational Products and Administrative and Technology Services under this Agreement, BOCES will pay K12 during each Fiscal Year, upon invoice from K12, the Program Revenues, minus the Administrative Oversight Fee as provided in Section 4.4, in nine (9) monthly payments commencing October 15 of each Fiscal Year and continuing on the 15th day of each month thereafter through June 15; provided, however, that in the event that BOCES receives Program Revenues for a Fiscal Year after June 15 of that Fiscal Year, then BOCES shall pay those Program Revenues (minus the Administrative Oversight Fee as provided in Section 4.4) to K12 within 30 days of their receipt by BOCES and without further invoicing from K12.

4.3. Financial Risk Controls. BOCES and K12 agree that K12 is willing to assume the financial risk set forth in Section 4.1 subject to the risk control set forth below, which is a material term of this Agreement:

4.3.1. Exclusivity. K12 shall be the sole provider to BOCES of the Educational Products, and Administrative and Technology Services for the Program during the Term of this Agreement unless otherwise waived in writing by an authorized officer of K12. Nothing within this provision, however, shall be construed to preclude the Board from the exercise of its fiduciary obligations to BOCES. Moreover, BOCES shall be permitted to procure goods and services from a third party for the Program to the extent expressly required by Applicable Law, solely provided such goods and services are not otherwise included in the Educational Products and Services. Prior to any third party procurements, BOCES shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future, and if K12 is able and willing to provide such services or goods BOCES shall procure them from K12.

4.4.1

4.4. Administrative Oversight Fee. From those State revenues of the Program Revenues (for example, excluding federal pass-throughs, block grants, federal special education and other federal funding, collectively the "Qualified Revenues") actually received by BOCES, each Fiscal Year

BOCES shall retain three percent (3%) as an oversight fee (hereinafter "Administrative Oversight Fee") to cover all administrative expenses, and other costs incurred that are associated with BOCES's general responsibility of supervising, reporting and overseeing the Program's quality, compliance, operational and financial performance in accordance with Applicable Law. Specifically, the Administrative Oversight Fee shall be allocated to Governance Matters, Finance, (including risk management, purchasing support, reporting and compliance, audit matters), Shared Professional Development, Human Resources guidance, and Technology strategy and guidance. Notwithstanding the forgoing, annual Administrative Oversight Fee shall be the equivalent of three percent (3%) of the Qualified Revenues for a student body comprised of an equivalent of 30 students at each authorized grade level. This Administrative Oversight Fee is retained on a pro-rated basis such that it is retained by the BOCES from each Unqualified Revenue amount payable to K12. For the avoidance of doubt, the Parties understand and agree that the Administrative Oversight Fee is not fully retained by the BOCES prior to the payment of remaining Program Revenues to K12.

4.5 Oversight Cost Sharing. Each year, K12 will share the costs for CDBOCES' operations and logistics, data review and interpretation, SPED oversight and other educational oversight and support matters as may be necessary and/or mutually agreed upon. Other shared cost items may include products, such as a student information system, that contribute to the function and economy of the Program. These costs will be shared equally by all schools of the CDBOCES, allocated to each on a per-pupil basis. The total cost per student ("fee") will be \$450 if the total enrollment of CDBOCES students ("enrollment") is 900. Fee will be \$360 at enrollment of 1200, \$310 at enrollment of 1500, and \$275 at enrollment of 1800 or above. Actual oversight costs will be determined at the end of each fiscal year and K12 will receive the benefit of such adjustment. In no case will the fee exceed the increments set forth in this section 4.6.

4.6 Organizational Advocacy and Philosophical Promotion. Public Affairs and State Relations. K12 shall annually pay a fee of fifteen thousand dollars (\$15,000.00), to support efforts in the areas of lobbying, legal advocacy expense, and public affairs.

4.7 Reserve Fund. Within thirty (30) days of the Effective Date of this Agreement, K12 will provide BOCES with \$5,000 to use as a reserve fund for potential expenses it may incur related to special education students. BOCES warrants and represents that it will use those funds solely for third party costs it may incur with respect to students' Individualized Education Plan, compensatory services and due process hearings.

4.8 Tabor Reserve. As required by law, CD BOCES will retain 3% of all Revenues as defined herein as a reserve required by Colorado law. This withholding and reserve is separate from all other financial transactions described herein and its operation shall not impact any other calculations, transactions or payments set forth in this Agreement.

5. TERM OF AGREEMENT.

5.1. Term. This Agreement will become effective upon the date of full execution by the Parties ("**Effective Date**"), for commencement of the Services and Educational Products on July 1, 2014 ("**Program Effective Date**") and will terminate on June 30, 2020 ("**Initial Term**") unless sooner terminated under Section 11 of this Agreement.

5.2. Renewal. Following the Initial Term, this Agreement will automatically extend for successive additional periods of five (5) year(s) (each such period a “**Renewal Term**”), unless (a) either Party provides the other with written notice of non-renewal at least two (2) years before the expiration of the then-current Initial Term or Renewal Term (as applicable); provided, however, that the deadline for non-renewal during the Initial Term shall be January 1, 2014; or (b) the Agreement is sooner terminated under Section 11. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term**”.

5.3 Non-Appropriation. Notwithstanding any provisions of Sections 5.1 or 5.2 of this Agreement to the contrary, to the extent that the obligation of BOCES as a Colorado public entity to fund this Agreement is contingent upon annual appropriation to support the Agreement (as provided in Article X, Section 20 of the Colorado Constitution), if BOCES, in its sole discretion, has passed a resolution in a Fiscal Year not to appropriate funds to support this Agreement and BOCES provides K12 prompt written notice thereof, then this Agreement shall terminate as of the end of such Fiscal Year, without such nonappropriation being considered a breach of this Agreement, or resulting in any damages, costs, or fees, other than amounts properly due for the period prior to the effective date of the termination.

6. NOT USED.

7. PERSONNEL SUPPORTING THE PROGRAM.

7.1. K12 Administrative Program Staff. K12 will employ and determine the employment terms for administrative personnel who shall include a Head of School (“**HOS**”) or equivalent administrative staff position, and such other staff as K12 deems necessary to deliver the Educational Products and Services described in this Agreement. The responsibilities and performance of K12’s staff will be consistent with Applicable Law. Such administrative personnel may be assigned to the Program on a full- or part-time basis. K12 will have the sole authority to select (with the exception of the HOS, as describe below), supervise, compensate and determine compensation, evaluate (in accord with specific Colorado law relating to evaluations), transfer, promote, discipline and dismiss its staff members. If the position of HOS becomes vacant, K12 will submit its proposed candidate to the BOCES at least thirty (30) days prior to hiring that candidate. The candidate will be made available to the BOCES for an interview if the BOCES requests. If the BOCES objects to the candidate, it shall provide notice to K12 within thirty (30) days. If such objection is made, K12 will not hire that candidate, and will submit a subsequent candidate, or candidates as may be required. While the process for replacing the HOS is ongoing, K12 may appoint an interim HOS who may serve for up to six (6) months at time without BOCES approval.

7.2. Employment of Teaching Staff. The Program teachers shall be employed by K12 and all costs associated with their employment (including, without limitation, salaries, benefits, travel, professional development and other Program related reimbursable expenses) shall be paid by K12. K12 will recruit, hire, dismiss, discipline, supervise and employ the teachers to assist in the delivery of the Educational Products and Services. Teachers may work on a full- or part-time basis. Each teacher must be highly qualified in his or her grade levels and subjects, hold a valid teaching certificate to the extent required under Applicable Law, and have applied for or completed a criminal background check and unprofessional conduct check to the extent required under Applicable Law. K12 shall have the sole authority to select, supervise, compensate and determine compensation, evaluate (in accord with specific Colorado law relating to evaluations), transfer, promote, discipline and dismiss its teachers.

7.3. K12 Student Support Staff. K12 will employ and determine the employment terms for student support personnel which may include Counselors, Registrar, Advisors, Family Resource Counselor, and such other staff as K12 deems necessary to deliver the Educational Products and Services described in this Agreement. The responsibilities of K12’s staff will be consistent with Applicable Law. Such student support personnel may be assigned to the Program on a full- or part-time basis. K12 will have the sole authority to

select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members.

7.4. Complaints About K12 Staff. If BOCES is dissatisfied or concerned about the job performance of a K12 staff member assigned to the Program, the Board President (or designee) shall discuss the matter first with the HOS or its equivalent. For any K12 staff member at the Principal level or above, if the discussion with the HOS does not resolve the issue, the BOCES may request that K12 create a corrective action plan for the staff member, and K12 shall do so within fifteen (15) day of the request. In the event BOCES has a concern or is not satisfied with the HOS's job performance, BOCES will provide K12 official written notice pursuant to this Agreement and set forth the specific issues and requested action with supporting documentation and K12 shall review such request and present the BOCES with a corrective action plan within fifteen (15) days of receipt of the complaint about the HOS..

7.5. Background Investigations on K12 Employees. As part of its Administrative Services, K12 will be responsible for arranging for criminal background checks to be conducted on its employees assigned to the Program to the extent required under Applicable Law and will maintain documentary evidence that it has done so. Upon BOCES' request, K12 will provide BOCES with documentary evidence of its compliance, subject to any confidentiality requirements imposed by Applicable Law.

8. PAYMENT OF PRODUCT AND SERVICE FEES.

8.1. Location of Payment. All payments made hereunder will be made to K12 (or its designated Affiliate) at the address set forth above, or such other address provided by K12 in writing.

8.2. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within thirty (30) days from the invoice date. All other amounts past due and owing by BOCES to K12 will accrue interest at one and one-quarter percent (1¼ %) per month but not to exceed fifteen percent (15%) per annum on each overdue amount. BOCES shall not intentionally withhold payments due to K12.

8.3. Taxes. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the Program. Without limiting the foregoing, BOCES agrees to pay any sales, use, property, excise, value-added, or other similar taxes, if any, imposed by Applicable Law, except for taxes based on K12's income. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

8.4. Disputed Amounts. If BOCES disputes any amount owed by K12 to BOCES ("Disputed Amounts"), the Board (or its authorized designee) must submit a good faith claim in writing regarding the Disputed Amount with documentation reasonably necessary to support the claim no later than ninety (90) days beyond the then-current Fiscal Year audit regarding the Disputed Amount. If the Board (or its authorized designee) does not submit a documented claim to K12 within such time frame regarding such Disputed Amount, then notwithstanding anything in this Agreement to the contrary, the Board waives all rights to dispute and file any claim thereafter regarding such Disputed Amount (and BOCES also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any credits or reimbursements or other amounts of any kind based upon or relating to such Disputed Amount).

8.5. Approval of Board. BOCES shall not make payments to K12 pursuant to this Agreement until the Board or its designated employee has approved such payments, provided, however, that this section 8.5 does not waive, abate, toll, delay, extend, alter or otherwise absolve BOCES from its obligations to comply with any of its payment obligations to K12 set forth elsewhere in this or pursuant to this Agreement.

9. RELATIONSHIP OF THE PARTIES.

9.1. **Status of the Parties.** K12 is not a division or any part of BOCES. BOCES is a local educational agency authorized under State law, governed independently by its Board and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between BOCES and K12. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement where K12 is authorized to take action on behalf of BOCES. BOCES, the Board and their employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

9.1.1. **Equipment, Materials and Supplies.** To the extent that K12 or its Affiliates purchase any equipment, materials or supplies on behalf of or as the agent of the Customer, that equipment, materials and supplies shall be and remain the property of the Customer and neither K12 nor its Affiliates shall charge Customer a mark-up in addition to the actual cost of such equipment, materials and supplies except for any interest as set forth in Section 8.2. The Parties agree that the purchase of equipment, materials or supplies by K12 for its own use in connection with the provision of Educational Products and Services pursuant to this Agreement is not and shall not be deemed to be the purchase of equipment, materials or supplies on behalf of or as the agent of the Customer

9.2. **No Related Parties or Common Control; Certain Permitted Participations.** Except as contemplated by this Agreement or any agreement between BOCES and any Affiliate with respect to the provision of services described hereunder, K12 will not have any role or relationship with the Board that, in effect, substantially limits the Board's ability to exercise its rights, including termination rights, under this Agreement. None of the Board's voting power shall be vested in K12 or its directors, trustees, members, managers, officers, Shareholders, or employees, and none of the voting power of K12's board of directors or Shareholders of K12 shall be vested in the Board's directors, trustees, members, managers, officers, shareholders, or employees. The Board agrees to take such action as is necessary to permit employees or agents of K12 to have a nonvoting presence at the Board meetings.

10. OTHER SCHOOLS. The Parties acknowledge that K12 and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools or institutions within and outside of the State ("**Other Schools**").

11. TERMINATION. Events of termination are as follows:

11.1. **Termination for Cause.** The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 21; however, 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 shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity.

11.2. **Termination for Material Reduction in Program Revenue.** K12 may terminate this Agreement in the event there is a material reduction in Program Revenue below the amount for the prior Fiscal Year or such reduction will materially increase the financial risk to K12 in providing the Educational Products and Services. K12 shall notify BOCES of its intent to terminate under this provision and provide BOCES thirty (30) days' notice so that the Parties may work together to find alternative funding or other means to offset the

reduction in Program Revenue. If the Parties are unable to find additional revenue or other means in the thirty (30) day time-frame, K12 may terminate this Agreement and such termination shall be effective: (i) immediately upon written notice by K12 to BOCES, if notice or publication of such reduction is given at least ninety days (90) prior to the commencement of the school year to which such reduction is applicable; or (ii) at the end of the school year upon written notice to BOCES if notice or publication of such reduction is given during the school year to which such reduction is applicable. In the event K12 elects not to terminate this Agreement in accordance with this provision, K12 may reasonably revise and determine the level of products and services to be provided in accordance with Applicable Law, considering any such funding reduction.

11.3. **Termination in the Event of Certain Changes in the Program Policies.** In the event that the Board or BOCES adopts or amends a policy or regulation, in each case without the prior written approval of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12, then K12 may provide thirty (30) days written notice of termination of this Agreement to BOCES. The termination shall become effective unless the Board or BOCES fully rescinds the new or amended policy; provided, however, that K12 may terminate the Agreement immediately and without thirty (30) days written notice if a subsequent policy is adopted or amended by the Board or BOCES in the same Fiscal Year, in each case without the prior written approval of K12, and the effect of such subsequent amendment or policy could reasonably be determined to require K12 to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12.

11.4. **Change in Applicable Law.** If any change in Applicable Law 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 (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

11.5. **Termination In The Event Of Accountability Measures.** In the event that either of the accountability measures specified in Section 2.5.5(a) or 2.5.5(b) allowing for Program closure or termination of the Agreement by the BOCES are triggered, the BOCES shall provide notice of its decision to close the Program or terminate this Agreement no later than January 1 of the calendar year in which the school will be closed or this Agreement terminated.

12. TERMINATION EFFECTS. Effects of termination are as follows:

12.1. **Outstanding Payments Due.** Except as otherwise agreed by the Parties in writing, termination does not relieve BOCES of any obligations for payments outstanding to K12 as of the date of termination including for Educational Products provided and Services rendered during the Term, or other obligations that continue upon termination as provided in this Agreement.

12.2. **Fees Owed.** In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, BOCES shall owe for all products provided and services rendered in accordance with this Agreement for the period up to and including the then current Fiscal Year of the termination or expiration. However, only the portion of fees allocated to products and

services actually delivered by K12 to the Program shall be owed.

13. INTELLECTUAL PROPERTY RIGHTS.

13.1. Proprietary Materials. BOCES acknowledges and agrees that K12 has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to K12 and its Affiliate's (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, Program authorization application, presentations and related petitions and documents, Program name, website design and domain numbers and names including those registered by K12 and/or for K12, its Affiliates and the Program and other materials created for the Program, and curricular materials and any and all customizations and derivative works thereof (collectively, "**K12 Proprietary Materials**"). BOCES further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the K12 Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Materials, (ii) it has no right to use the K12 Proprietary Materials unless expressly agreed to herein by K12, and (iii) K12 and its Affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the K12 Proprietary Materials. Notwithstanding the forgoing, curriculum and other educational materials that a) are both directly developed by the Customer (rather than by K12) and paid for by the Customer, or b) are both developed by K12 at the direction of the Board pursuant to a resolution approved by the Board and b) paid for both i) by the Board to K12 pursuant to a written agreement which shall be negotiated by the Parties in good faith, and ii) with funds dedicated for the specific purpose of developing such curriculum and other educational materials shall be considered to be "Customer Proprietary Materials." K12 acknowledges and agrees that: (i) it has no intellectual property interest or claims in the Customer Proprietary Materials or any customizations and derivative works thereof, (ii) it has no right to use the Customer Proprietary Materials unless expressly agreed to by Customer, and (iii) Customer owns all intellectual property rights in and to the Customer Proprietary Materials.

13.2. License of K12 Proprietary Materials. K12 hereby grants BOCES a royalty-free, non-exclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the K12 Proprietary Materials solely in connection with the Program operations as contemplated in this Agreement. Notwithstanding the foregoing, BOCES shall not: (i) modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion, or (iii) frame any website owned by K12. Upon the termination of such license, BOCES will cease use of the K12 Proprietary Materials, and will return all K12 Proprietary Materials to K12 promptly, including those in the possession of the Board, any teachers and BOCES employees participating in the Program, and students participating in the Program.

13.3. Rights of K12 in K12 Proprietary Marks. BOCES acknowledges and agrees that, as between BOCES and K12, K12 (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to K12 and its Affiliate's trademarks, service marks, trade dress and trade names including the Program name(s), Program logo(s) and related marks and trade dress and the K12 mark, K12 (& Design) and as may be featured in Exhibit B (collectively, "**K12 Proprietary Marks**"). BOCES further acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Marks and has no right to use the K12 Proprietary Marks except in the limited capacity as set forth in the Section immediately below or unless expressly agreed to in writing in advance by K12, which agreement K12 may withhold in its sole discretion.

13.4. License of K12 Proprietary Marks. K12 hereby grants BOCES a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the K12 Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement. Notwithstanding the foregoing, BOCES will not be permitted to sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion. Upon the termination of such license, BOCES will cease use of the K12 Proprietary Marks.

13.5. Limitations on Use of K12 Proprietary Materials and K12 Proprietary Marks. BOCES will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, BOCES also agrees not to not alter, copy, disassemble, reverse engineer or modify the K12 Proprietary Materials and/or the K12 Proprietary Marks in any way, nor will BOCES act or permit action in any way that would impair the rights of K12 in them. BOCES' authorized use will not create any right, title, or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. K12 will have the right to monitor the quality of BOCES's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and BOCES will notify K12 promptly in writing of any known infringement thereof and of any use of K12's Intellectual Property (including the K12 Proprietary Materials, and/or the K12 Proprietary Marks) by an unauthorized party, other than set forth or contemplated by this Agreement, of which BOCES becomes aware. K12 and BOCES agree to reasonably assist each other in pursuing measures to prevent further use of K12's Intellectual Property by said unauthorized party. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by BOCES will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing. Moreover, to the extent BOCES has established any rights, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, BOCES hereby assigns and transfers to K12, its successors and assigns, all of BOCES's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the K12 Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of the such marks.

13.6. Publicity/Press Release. K12 may use BOCES's name and Program references in a listing of new, representative or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both BOCES and K12.

14. LIMITS ON LIABILITY AND DAMAGES.

14.1. LIMIT OF LIABILITY. K12'S MAXIMUM LIABILITY AND OBLIGATION TO BOCES AND BOCES'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR SIX (6) MONTHS.

14.2. CONSEQUENTIAL DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS OR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

15. 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. Except as prohibited by Applicable Law, K12 may assign all of its rights and obligations under this Agreement to any Affiliate. K12 may delegate the performance of its duties hereunder to any person or entity but K12 shall be responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its deluges.

16. INDEMNITY. The Party charged with indemnifying and/or defending under this provision (the "**Indemnifying Party**") shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 16 (the "**Indemnified Party**") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

16.1. Indemnification of BOCES. K12 will indemnify, defend, and save and hold BOCES and all of its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "**Claim**") that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with BOCES's operations, but excluding any Claims that arise from conduct undertaken in accordance with the Board's instructions, procedures or written policies, except where such instructions arise from and are in accordance with specific advice or explicit recommendations formally provided by K12, and (c) act or omission of K12 or any of its employees, officers, directors, trustees, subcontractors or agents in connection with BOCES's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of BOCES or the Board. K12 and its Affiliates shall not be liable for any Claims related to the enrollment, placement and provision of services to any Students with special education needs.

16.2. Indemnification of K12. BOCES will indemnify, defend, and save and hold K12 and each other Affiliate of K12 and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by BOCES pursuant to this Agreement, (b) noncompliance by or on behalf of BOCES or Board with any Applicable Law in connection with BOCES's operations, (c) act or omission of BOCES or Board or any of its employees, officers, directors, trustees, subcontractors or agents in connection with BOCES's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12, and (d) for any Claims that are related to BOCES's or Board's action or inaction with respect to the enrollment, placement and provision of services to any Students with special education needs.

16.3. Indemnification Procedures.

16.3.1. Notice Requirement. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

16.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party's expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from or in addition to one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel's reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled "Indemnification".

17. INSURANCE.

17.1. Liability Coverage. Each Party will initiate and maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, comprehensive professional and general liability insurance, including product liability, contractual liability (applicable to the indemnification obligations of the said Party set forth herein), and advertising injury insurance, with reputable and financially secure insurance carriers to cover the operations of the said Party, for not less than \$5,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Such insurance required by BOCES (excluding D&O and E&O insurance) will include K12 and its Affiliates and their respective trustees, directors, officers, employees, contractors and agents as additional insured's within thirty (30) days after the date of this Agreement. Such insurance required by K12 (excluding D & O and E & O insurance) will include BOCES and its respective trustees, directors, officers, employees, contractors and agents as additional insured's within thirty (30) days after the date of this Agreement. Each Party's insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term. K12's insurance shall meet any legal requirements regarding the provision of insurance for its employed teachers.

17.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within thirty (30) days after the Effective Date of this Agreement. Thereafter, the Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change to such insurance.

17.3. Insurance Coverage No Limitation on K12's Rights. BOCES's insurance will be primary coverage and any insurance K12 may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of the BOCES. K12's insurance will be primary coverage and any insurance BOCES may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of K12. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on BOCES's indemnification obligations expressly set forth herein.

17.4. Workers' Compensation Insurance. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the Program, as required by Applicable Law.

17.5. Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

18. REPRESENTATIONS AND WARRANTIES.

18.1. Representations and Warranties of K12. K12 hereby represents and warrants to BOCES:

18.1.1. Organization and Good Standing. K12 is a company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of K12 Inc.

18.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. K12 has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

18.1.3. Pending Claims. K12 warrants that there are currently no pending actions, claims, suits, or proceedings, to its knowledge, threatened against it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

18.1.4. Professional Services. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS SUBSECTIONS) 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 K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE REASON.

18.1.5. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; (b) resulting from inadequate or improper maintenance, modification or usage by BOCES, its employees or Students; or (c) where there has been improper site preparation or site environment by BOCES, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

18.2. Representations and Warranties of BOCES. BOCES hereby represents and warrants to K12:

18.2.1. Organization and Good Standing. BOCES is a local education agency duly organized, validly existing, and in good standing under the laws of the State.

18.2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. BOCES has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by BOCES and constitutes the valid and legally binding obligation of BOCES, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

18.2.3. Authority Under Applicable Law. BOCES has the authority under Applicable Law to: (i) contract with a management company to obtain the Services, Administrative Services and Technological Services and all other programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

18.2.4. Non-Contravention. The execution, delivery and performance of this Agreement by BOCES will not constitute, under any other agreement, note, lease, or other instrument to which BOCES is a party or by which it or any of its assets is bound, any violation, breach or event of default by BOCES or any other party thereto.

18.2.5. Provision of Authority to K12. BOCES has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

18.2.6. Program Authorization. The Program has been duly authorized by the Board in accordance with Applicable Law. The Board has delivered a true and complete copy of the Board Resolution approving the Program to K12. The Board will use best efforts to renew any approvals required for the Program during the Term. The Board shall ensure that K12's authorized designee (as delegated by the EVP of School Management and Services) is involved in any renewal or modifications of any third-party agreements, including collective bargaining agreements, that may impact this Agreement and that K12 is provided with copies of all such final documents to the extent not precluded by Applicable Law.

18.2.7. Pending Claims. BOCES warrants that there are currently no pending actions, claims, suits, or proceedings, to its knowledge, threatened against it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

19. OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, (iii) facsimile (with confirmation of transmission by sender's facsimile machine), or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) three business days after mailing as described in clauses (i) or (ii) of the foregoing sentence, (ii) on the date of personal delivery or (iii) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute official notice under this

Agreement. The addresses of the Parties are:

For K12:

K12

ATTN: EVP of School Services
2300 Corporate Park Drive, Suite 200
Herndon, Virginia 20171
Fax: (703) 483-7330

With Copy To:

K12

ATTN: General Counsel
2300 Corporate Park Drive, Suite 200
Herndon, Virginia 20171
Fax: (703) 483-7496

For BOCES:

Board President

ADDRESS

ADDRESS

Fax () -

With Copy To:

20. NON-SOLICITATION/NON-HIRING.

20.1. Non-Solicitation. Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.

20.2. Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction.

20.3. Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party; however, such Party shall continue to be precluded from engaging or otherwise using a Party's employee, former employee or consultant as provided for in Section 20.2.

21. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

21.1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the BOCES's Program manager or its authorized designee and to the direct manager of the Head of School (currently the Regional Vice President) of K12. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the matter to the Board's authorized designee and the EVP of School Services for K12. If the dispute is not resolved after five (5) business days thereafter, then the Parties shall escalate the effort to resolve to the Board President for BOCES and the CEO for K12 who shall have five (5) days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under.

21.2. Mediation and Arbitration. If the Parties are unable to resolve the dispute pursuant to the Section immediately above, the Parties agree that they will attempt in good faith to settle any and all disputes arising out of this agreement, including those disputes relating to the enforceability or validity of this Agreement, through a process of mediation in Denver County, Colorado, under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle any such dispute(s), the Parties hereby agree to proceed to mandatory binding arbitration in Denver County, Colorado, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional mediator and/or arbitrator.

21.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, BOCES acknowledges that in the event it breaches any provision contained in the Section entitled "Intellectual Property Rights", K12 may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, in its sole discretion, K12 may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. K12 will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by K12 not to seek judicial relief during the above described dispute resolution procedures, will not create any inference regarding the presence or absence of irreparable harm.

21.4. Governing Law. The laws of the State without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

22. MISCELLANEOUS

22.1. Coordination; Exercise of Approval or Consent Rights:

22.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12's legal counsel and BOCES's legal counsel will consult from time to time with respect to the requirements of Applicable Law and BOCES's policies as they relate to the Program's operations.

22.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

22.2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

22.3. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.4. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

22.5. License Audit. Upon forty-five (45) days written notice, K12 may audit the Program's use of the Educational Products and BOCES agrees to cooperate and provide reasonable assistance with such audit. BOCES agrees to pay within thirty (30) days of written notification any fees applicable to BOCES's use of the Educational Products in excess of the license rights granted herein or K12 may revoke the related technical support and license(s).

22.6. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.8. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

22.9. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the Board, such services will be construed to be limited to the extent necessary to make the services valid and binding.

22.10. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22.11. No Third-Party Rights. This Agreement is made for the sole benefit of BOCES and K12 and their respective successors and permitted assigns. Except as set forth in Sections 13 and 16 and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22.12. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

22.13. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

* * * * *

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

For and on behalf of

For and on behalf of

BOCES

K12 VIRTUAL SCHOOLS LLC

Signed:



Signed:



Name:

Robert A. Stannard, Jr.

Name:

Nate Davis

Position:

President

Position:

CEO

Date:

6/19/14

Date:

6/10/14

EXHIBIT A
Curriculum and Services

I. Educational Products, Pupil Recruiting and Product Related Services: During the Term, K12 and its Affiliates will provide or cause to be provided to the Program, its Students and its personnel the following Educational Products and related services:

1. Online School: For each school year during the Term, K12 will provide a license for and access to the curriculum offered by K12 and associated learning management system for grades 9 through 12, in each case in Language Arts, Math, Science and History in addition to electives per the K12 course catalogue and any third party curriculum K12 generally offers its managed virtual schools, in each case for such courses required by Applicable Law. K12 will provide a license for and access to the curriculum offered by K12 and associated learning management system for grades K through 8, for those core subject areas required by the State which may include Language Arts, Math, Science, History, as well as other courses offered or required for these grades as applicable which may include Art, Music and foreign language.

2. Instructional Tools and Materials. Such instructional tools and supplies, including without limitation textbooks and multi-media teaching tools, as K12 determines in its discretion to be necessary to deliver the Educational Program. K12 shall identify which of such materials are durable shall be reclaimed.

3. Product Related Services. Pupil Recruitment and related services are included in the cost of the curriculum and materials in the Product Price List:

a. Additional Instructional Support. K12 will make available the necessary instructional support and teachers as mutually agreed upon in accordance with the Product Price List as the Program may require for the Educational Products and related offerings.

b. Pupil Recruitment. Recruitment of students in K12's and its Affiliates discretion, including creation, design and preparation of recruitment materials and advertisements; assist with information sessions and other events via mail, e-mail, print, radio, television, and outdoor advertising. Additionally recruitment includes designing school recruitment materials, letterhead, business cards, and logos to create school identity and developing, designing, and maintaining the Program website.

c. Admissions. Implementation of the Program's admissions policy and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery if required.

d. Family Services. Plan and arrange school orientation sessions. Assist with the design and implementation of parent orientation sessions. Field and respond to incoming calls, letters, faxes, and e-mails received by K12 about the Program, its curriculum, the application/enrollment process, instructional materials, etc. Help facilitate the creation of a parent manual and/or student handbook.

e. Program Feedback. Obtain feedback on how to improve the Program and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where K12 deems them to be valuable.

f. Computers. K12 may provide or cause to be provided computers, monitors, software and other hardware as K12 determines in its discretion to be necessary to deliver the Program and as agreed to in writing by K12 during the budgeting process. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.

g. High School Services. As requested and as available, K12 may offer the following for High School students:

- i. Social Networking – Access to a monitored, private, virtual social community for students, parents and teachers to communicate and connect.
- ii. Counseling Tools – Students will have access to various counseling tool(s) to support college, career planning and exploration. These tools and related offerings are described below.
 - National and local counseling efforts are buttressed by an online college and career planning platform that helps students organize and plan their futures. This tool helps students keep track of their high school coursework, log extracurricular activities/work hours, and set goals and strategies for achieving those goals. Further, this tool provides values, skills, and interests assessments to help direct students toward professional fields in which they are inclined while also offering a robust college search engine, allowing students to compare colleges across many different facets. Finally, this tool assists students in managing their college applications and searching for scholarships.
 - Nationally, K12 offers virtual sessions that aid in helping students recognize the importance of high school performance and post-secondary education planning. K12 exposes students and their parents to a multitude of pathways including attendance at a four-year college or university, community college, vocational/technical college, military, and civilian service opportunities. K12 offers career exploration sessions presenting adults who are professionals across a variety of career clusters. K12 provides college application and admissions sessions covering various types of colleges, components of college applications, and strategies for crafting a competitive application.
 - Additionally, during the school year students can take advantage of college and career-focused teacher-led virtual clubs and during the summer K12 offers college and career-focused virtual camps.
 - The High School Business Unit provides support for different high school models by working with schools to create offerings and programs that match the needs of various student populations.

II. Administrative Services: During the Term, K12 and its Affiliates will provide or cause to be provided to the Program the administrative services (the “Administrative Services”) set forth below. K12 will provide the Administrative Services at BOCES's facility and from K12's offices in Herndon, Virginia and elsewhere, as deemed necessary in K12's discretion.

1. Educational Program Consulting. Propose educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the Program. K12's recommendations for the Program will be

consistent with Applicable Law. K12 will retain a research professional to provide external validation of K12 data regarding Program performance.

2. Personnel Assistance. Supervision of all personnel providing Educational Products, Administrative Services, and Technology Services. Management of all Program employees including recruiting; hiring recommendations; reference, certification and background checks (excluding performing payroll functions or securing of payroll services; negotiation, securing and management of health, retirement and other benefits which shall be the BOCES's responsibility). Recommend human resources policies, bonus plans, and strategic plans for staffing, development, and growth. Provide teacher performance evaluation models to the BOCES and recommend and, if approved, carry out effective ways to measure teacher performance in a virtual setting.

3. Facility Management. Identify location of the Program's initial or supplemental office facility(ies) for the Program and assist with negotiating and approving leases, leasehold improvements and lease amendments.

4. Business Administration. Administration of all business aspects and day-to-day management of the Program. These services shall include:

- a. Consultation, and services as liaison for BOCES, and other governmental offices and agencies;
- b. Consultation and advice regarding special education programs, processes, support services and reimbursements;
- c. Consistent with other provisions of the Agreement, provide school administrative staff as appropriate;
- d. Work with BOCES's counsel, if any, on legal matters affecting the Program;
- e. Preparation of forms, operations manuals, handbooks, guides, and policies and procedures as necessary or required by the Board. BOCES will approve handbooks for the Program, following recommendations provided by K12; provided, however, that K12 may utilize its standard handbooks until such time as it receives BOCES approval;
- f. Consultation with respect to, and monitoring and oversight of, state reporting systems;
- g. Providing student-level data in a format that can be used by the Colorado Department of Education to meet its legal requirements under the State Taxpayer Bill of Rights.
- h. Assist BOCES in identifying and applying for grants and other funding opportunities;
- i. Assist with the administration of federal entitlement programs (c.g., Title I, I.D.E.A.);
- j. Arrange contracts with BOCES, education services centers, and professional service providers for special education, testing and other support services on Program's behalf;
- k. Establish and implement policies and procedures to maintain proper internal controls; and
- l. Provision of such other administrative and consulting services as agreed in writing by the Parties from time to time.
- m. Provision of regulatory compliance services, including responses to audits.

5. Financial Administration.

- a. K12 will provide quarterly financial statements to BOCES, in a format agreed to between BOCES and K12.

6. Maintenance of Financial and Student Records.

- a. K12 will maintain and keep, or oversee the keeping of, records and books of the Program at a local administrative facility(is). K12 may maintain electronic or paper copies of records and provide other services elsewhere, unless prohibited by Applicable Law. BOCES recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act and the State open records act, K12 has a legitimate educational interest for purposes of BOCES disclosing to K12 the

Program student's educational records.

b. K12 will maintain accurate student records pertaining to students enrolled in the Program in the manner required by Applicable Law, and retain such records on behalf of the Program at a local facility until this Agreement is terminated, at which time the required student records will be retained by and become the sole responsibility of BOCES.

c. Ensure accessibility of Program records to BOCES, and the State for completion of audits required by Applicable Law. The Parties understand that all educational and other records, regardless of source of origin, are the property of BOCES. The Parties agree to maintain, retain, disclose, and withhold Program records as may be required and in the manner required by Applicable Law. Specifically, K12 will provide necessary support and records to the BOCES such that the BOCES is able to comply with all financial transparency requirements, including specifically the requirements pursuant to Colorado Revised Statutes Section 22-44-105.

7. Student Discipline. Provide necessary information and cooperate with BOCES on the handling of all student disciplinary matters, including without limitation attendance and truancy matters. K12 will recommend policy and procedures for Board adoption consistent with Applicable Law.

8. Annual Reports. Create, design, and arrange for publication and dissemination of an annual report to BOCES regarding the Program. K12 will participate in the BOCES' annual progress report, and shall provide to the BOCES any information required for the BOCES to meet its obligations for transparency reporting, or any other reporting required by Applicable Law..

9. Teacher Effectiveness and Training. Develop new teacher training and ongoing professional development for teachers. Develop and maintain the K12 Teacher Handbook. Host ongoing teacher professional development sessions throughout the school year for new and returning teachers.

10. Instructional Property Management. Prepare and submit to BOCES proposed policies and procedures regarding the responsible use of equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.

11. Oversight Activities.

- a. K12 will participate in an online survey conducted by BOCES at least once per year.
- b. K12 will participate in a review of its performance, as conducted by BOCES using the Accreditation Plan attached hereto as Exhibit C and the Accountability Matrix attached hereto as Exhibit D.
- c. K12 will provide BOCES with monthly metrics, as reasonably agreed to between BOCES and K12. The metrics will be posted to the Program's website on a quarterly basis.
- d. K12 will participate in monthly "engagement meetings" with BOCES.
- e. On an annual basis, K12 shall present to the BOCES with sufficient time to include in the meeting packet for the June BOCES meeting (or soonest meeting thereafter if there is not a June meeting) the following for the next school year:
 - i. Estimated budget plan for the Program, including, including an explanation of budget adjustments that will be made with changes in enrollment;
 - ii. The enrollment plan, including a detailed description of the onboarding process for new students; and
 - iii. A testing plan to ensure compliance with Item 13 (Testing Services) below.

If the BOCES has concern or objection to any components of the three plans above, it shall specify those objections at the earliest possible time to K12, and K12 shall respond to the

objections or concerns with fifteen (15) days. In the event of any outstanding concerns after the K12 response, the Parties agree to immediately enter into the Dispute Resolution procedure specified at Section 21.1.

12. Additional Administrative Services. Any other services as agreed to in writing by the Parties from time to time.

13. Testing Services Any administrative services required to properly plan and execute all required state testing in accord with all Applicable Law and guidance, however the costs related to any facilities necessary for testing will be a Program Expense.

III. Technology Services: During the Term, K12 and its Affiliates will provide or cause to be provided to BOCES the technology services (the “Technology Services”) described below for the Program. K12 will provide the Technology Services at BOCES’s facility and from K12’s offices or elsewhere, as deemed necessary and in K12’s discretion.

1. 24-7 monitoring of production services, i.e., SAMS and the on-line learning management system;
2. Monitor and analyze system data, to fix production issues as they may arise;
3. Generate reports on pupil academic performance, attendance and progress;
4. Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals for the Program;
5. Train school staff, as deemed appropriate and necessary, on technology systems;
6. Develop, design, publish, and maintain the Program’s interactive website;
7. Install and maintain the Program’s computer network;
8. Generate reports;
9. Develop community tools on the school’s website and K12 platform (including password protected threaded discussion and message boards, moderation functionality, directories, etc.);
10. Determine hardware configurations (including software and operating systems) for the school’s technology needs;
11. Provide onsite and telephone support for the Program administration in troubleshooting system errors, and telephone support for students;
12. Propose for BOCES adoption policies and procedures regarding the responsible use of computer equipment and other school property;
13. Support teachers and Program care associates in answering technology-related questions from students, parents, teachers, and administrators;
14. Install software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience and lower costs and turn-around time for implementation and troubleshooting;
15. Ensure electronic security of student records (through the use of encryption, firewalls, etc.);
16. Provide a Web-filtering device to ensure that students do not have access to inappropriate materials on the Internet;
17. Prepare for, supervise, and implement all system roll-overs at the end of each academic year;
18. Design and implement inventory management systems with the school’s distribution and hardware vendors, as well as reclamation programs, as needed;
19. Support and design the Program’s accounting system;
20. Provide online enrollment, registration and placement services;
21. Provide school email accounts for Program employees;
22. Provide school care and technology support services on the learning management system, computer and software issues;
23. Oversee changes to the Program website to maintain quality assurance and make sure that there are not “version control” problems;
24. Coordinate security, creative, and content issues pertaining to the website;

25. Coordinate Web hosting contracts and relationships with vendors across the State as needed;
26. Handle troubleshooting issues for the school's website and send issues to the appropriate person or division for resolution; and
27. Additional Technology Services in K12's discretion and any other services as agreed to in writing by the Parties from time to time.

EXHIBIT B
K12 Proprietary Marks





K¹²

Unleash the xPotential®

The xPotential®

A+nywhere Learning System®

