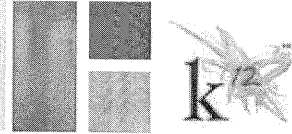


www.k12.com | 2300 Corporate Park Drive Herndon, VA 20171



This Online Educational Products and Services Order (this "Order"), dated as of July 12, 2013 (the "Order Effective Date"), is between DULUTH PUBLIC SCHOOL DISTRICT, 215 N 1ST AVENUE E, Duluth, MN, 55802 ("Customer") and **K12 Virtual Schools** ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.k12.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms.

I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Print Name) \_\_\_\_\_ (Title)

Accepted by K12:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Print Name) \_\_\_\_\_ (Title)

1. Period: July 12, 2013 through July 11, 2014 and any renewal period, (if applicable).
2. Territory: Students Served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

Product Provider: Aventa Learning	
Product	Price
<b>Aventa Enrolled Student User License Block with Integrated A+ (Content, Hosting)</b> Block of 10 enrolled users for one year. Content and hosting included. Once a student is finished taking courses, a new student can begin taking courses. Entire Aventa catalog available, with the exception of Enhanced Electives. Instruction included for credit recovery only (with student hotline). For world languages, clients can select Middlebury courses that are available on Blackboard, as well as Aventa World Language Courses. Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User /Enterprise Licenses are not intended for use as a full-time virtual schooling program. We reserve the right to audit to ensure intended use for part-time / blended programs and alternative education populations.	\$3,000
<b>Aventa HS Standard Course Enrollment License (Content, Hosting, Instruction)</b> License for a single student in an Aventa Standard HS semester course (non-AP). Includes content, hosting and instruction.	\$319

<b>Aventa AP Course Enrollment License (Content, Hosting, Instruction)</b> License for a single student in an Aventa AP semester course. Includes content, hosting and instruction.	\$349
<b>Aventa Credit Recovery Course Enrollment License (Content, Hosting, Instruction)</b> License for a single student in an Aventa Credit Recovery semester course. Includes content, hosting and instruction.	\$199
<b>Aventa Mentor Training: Complementary Virtual Session</b> Complimentary, 2-hour virtual training session for Aventa Mentors; open registration. Required for Credit Recovery.	\$0
<b>Aventa Instructor Training: Basic Synchronous Virtual</b> One three-hour, synchronous virtual training session for teachers on Blackboard, which is offered at scheduled times twice a week.	\$199

Product: A+	
Product	Price
<b>A+LS Concurrent User License (Content Only)</b> Annual license for a single concurrent user of A+nyWhere Learning System with access to specified A+LS catalogs; price varies based on access to catalogs and number of concurrent users, additional hosting fees may apply per concurrent user.	\$600
<b>A+LS Concurrent User License (Hosting)</b> A+LS hosting fee per concurrent user.	\$100
<b>A+LS Training: Virtual</b> Online training session for administration of the A+nyWhere Learning System	\$500
<b>A+LS Training: Onsite</b> One day, onsite training session for administration of the A+nyWhere Learning System.	\$2,500
<b>A+LS Powerpack Annual Site License</b> Annual subscription to A+ PowerPack support and maintenance. Includes technical support, title and standard revisions, and access to selected third-party content.	\$0

**4. Description of Educational Products.** Customer will be provided the Educational Products specified in this order.

*Aventa Original Credit and Credit Recovery Courses* : Aventa Original Credit and Credit Recovery Courses: The available Aventa licensed online educational courseware. Aventa may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed [and purchased from Aventa Learning] at <http://aventalearning.com/enroll-now/textbook-PO-order-form>.

*A+nyWhere Learning System (A+LS)* K12 provides access to Customer's Territory for available online courseware which includes access to lessons and content pages including assessment, alignment and curriculum management tools. A+LS is designed to determine a student's skill level, then creates an individualized learning pathway for Customers individual students. This is accomplished by linking skills, content, and assessment items to state standards.

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

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

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

A+ Hosting Solution: The A+nyWhere Learning System courseware is delivered over the Internet, from servers hosted by AEC, to students in the Territory enrolled in Customer's educational programs.

## **6. Billing Terms**

AEC Terms: In the case of Concurrent Subscription Pricing where a fee is billed upfront, AEC requires a written notice of termination within thirty (30) days of delivery if a Customer wishes to terminate their license. If termination occurs within the first thirty (30) days of the delivery date, AEC will pro-rate the Customer charges paid and refund the unused balance to the Customer. No other refunds, credits or cancellations are allowed.

Aventa Course Terms: Aventa provides a 14-day grace period for students who enroll. If a student withdraws within 14 days from when the student enrolls, Aventa will refund 50% of the course fees but only if this withdrawal was received in writing by Aventa by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis.

Aventa Enrolled User Terms: During the original Subscription Period set forth in Paragraph 1 above, Customer may at its option purchase additional Enrolled User Licenses by submitting a purchase order or written authorization to Aventa indicating the number of additional Enrolled User Licenses desired. The term of these subsequent Enrolled User Licenses shall also be one year from the date of purchase. \*The cost of Instruction for Credit Recovery Courses only is included in the Aventa Enrolled User Pricing. Aventa does not provide refunds with the Enrolled User Promotion. By its very nature if a student drops from a course the seat is then open for a new enrollment.