

**SECOND AMENDMENT TO THE EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT
BETWEEN UNION SCHOOL CORPORATION
AND K12 VIRTUAL SCHOOLS LLC**

With this February 18, 2019 Second Amendment ("Amendment"), the Parties hereby amend the Educational Products and Services Agreement ("Agreement") made and entered into ON OR ABOUT July 27, 2017, by and between the Union School Corporation ("District") and K12 Virtual Schools LLC ("K12"), each a "Party", together the "Parties". Defined terms in this Amendment shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein. In the event of any conflict between the Agreement and this Amendment, this Amendment shall prevail.

RECITALS

WHEREAS, the Parties entered into a First Amendment dated February 8, 2018 to clarify the licenses and access to K12 curriculum and associated learning management systems for District resident students.

WHEREAS, it is the intention of the Parties to amend the Agreement to extend the Term of the Educational Products and Services Agreement.

Now, therefore, for good and valuable consideration, the Parties agree as follows:

1) Paragraph 5. TERM OF AGREEMENT. as follows shall be deleted:

5. TERM OF AGREEMENT.

5.1. Term. This Agreement will become effective upon the date of full execution by the Parties for commencement on July 1, 2017 ("**Effective Date**") and will terminate on June 30, 2022 ("**Initial Term**") unless sooner terminated under the 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 twelve (12) months before the expiration of the then-current Initial Term or Renewal Term (as applicable); 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**".

And replaced with the following:

5. TERM OF AGREEMENT.

5.1 Term. This Agreement will become effective upon the date of full execution by the Parties for commencement on July 1, 2017 ("**Effective Date**") and will terminate on June 30, 2029 ("**Initial Term**") unless sooner terminated under the 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 twelve (12) months before the expiration of the

then-current Initial Term or Renewal Term (as applicable); or (b) the Agreement is sooner terminated under Section 11. The Term and any Renewal Terms will be referred to collectively as the "Term".

Except as expressly set forth and amended herein, all other provisions of the Agreement and the First Amendment shall remain in full force and effect.

K12 Virtual Schools LLC

DocuSigned by:
By:  _____
11BF52F6E508463...

Print Name: Kevin Chavous

Title: President, Academics, Policy & Schools

Date: 2/22/2019

Union School Corporation

By:  _____

Print Name: Christe Ogden

Title: President

Date: 2/18/19