



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing
Michael J. Woodall, CPPO, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 email: mwoodall@pasco.k12.fl.us

December 4, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Discovery Education (Streaming)
Contract and Purchase Order Approval

The Instructional Media Technology Services Department is requesting approval of the attached subscriber agreement with Discovery Education. This agreement will allow the District to use video streaming services to download video in several formats, including RealPlayer for Windows and Quicktime for Macintosh users.

The agreement was reviewed and approved by the School Board's Attorney, Nancy McClain Alfonso, on October 18, 2012.

Under the Department of Education Rule 6A-1.012(11) (b), the requesting of bids from three (3) or more sources is waived for the purchase of computer software where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency or a recognized educational institution (see attached). Discovery Education (Streaming) is the copyright/publisher of this computer software.

It is my recommendation that the Board approve the attached purchase order, and the attached subscriber agreement with Discovery Education. General Funds will be utilized to process this order totaling \$91,790.

Should you have any questions regarding this matter, please contact Wendy Spriggs, Director of Instructional Media and Technology Services. If you have any purchasing related questions regarding the agreement and purchase order, please contact me.

MJW/dr

Attachment

Date/Time: November 28, 2012 10:24:00

DISTRICT SCHOOL BOARD OF PASCO COUNTY
 PURCHASING DEPARTMENT
 20430 GATOR LANE LAND O' LAKES, FL 34638
 PHONE: 813.794.2221 FAX: 813.794.2111d@

PURCHASE ORDER NUMBER PAGE 1 OF 1
 30005009

INVOICE IN TRIPLICATE
 INCLUDING THIS PURCHASE ORDER NUMBER TO:
 District School Board of Pasco County
 Accounts Payable
 7227 Land O Lakes Blvd
 Land O Lakes FL 34638
 Telephone 813/794-2290

A TAXPAYER IDENTIFICATION NUMBER CERTIFICATION FORM WITH THE VENDOR'S CURRENT EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE ON FILE WITH THE PURCHASING DEPARTMENT OR THE PAYMENT WILL NOT BE ISSUED.

Reasonable cost changes may be permitted, provided they are not on a bid or contracted item, but must not exceed 5% of the total order without prior approval in writing from the purchasing department. We reserve the right to retain any and all shipped merchandise and to deny payment for any charges that are contrary to an awarded contract of this or another governmental agency, or that are beyond the aforementioned 5%.

VENDOR
 DISCOVERY EDUCATION
 PO BOX 2284
 SOUTH BURLINGTON VT 05407-2284

SHIP TO F.O.B. DESTINATION
 Instructional Media Technology
 7205 Land O' Lakes Boulevard
 Land O'Lakes FL 34638

DATE PRINTED	ORDERED BY/DEPARTMENT	CLASS ITEM NO.	FEDERAL EMPLOYER ID NO.	SALES TAX EXEMPTION NO.
11/16/12	W. Spriggs/ss	20843	59-6000792	85-8013921275C-1

SEQ	DESCRIPTION	PCSB ITEM	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	DE streaming High School License		14	EACH	1,560.0000	21,840.00
002	DE streaming High School License (Low Enrollment)		3	EACH	950.0000	2,850.00
003	DE steaming K-8 License		61	EACH	1,100.0000	67,100.00
	* * * ITEM TOTAL * * *					91,790.00
	* * * TERMS & CONDITIONS * * *					
	SOLE SOURCE - RULE DOE 6A-1.012(11)(b); effective 2/25/2009 rule reference number changed to 6A-1.012(11)(b)					
	* * * NOTES * * *					
	Terms: 10/12 through 9/30/13					
	PASCO SCHOOL BOARD USE ONLY					
	110.9240.2155.0360.6200.0000					91,790.00
	* * ACCT TOTAL * * *					91,790.00
	REQ NBR: 9240 30606 VNDR NBR: V0000039714					

INFORMATION ON REVERSE

1 - VENDOR COPY

Michael J. Woodall
 PURCHASING AGENT/S/



2/10/12
11/1/12

Date: September 27, 2012

To: Mike Woodall
Purchasing Agent
Pasco County Schools District
7227 Land O Lakes Blvd
Land O Lakes, FL 34638-2826

From: Marquette Brand *Marquette Brand*
Director of Contract Administration
Discovery Education, Inc.
One Discovery Place
Silver Spring, MD 20910

Re: Sole Source

Discovery Education, Inc. is the proprietary owner, creator and producer of the Products and Services, and the sole distributor of the Products and Services in Florida. The Products and Services are not available in Florida except from Discovery Education, Inc. "Products and Services" means the following: (i) the educational digital curriculum service currently known as Discovery Education *streaming*.



RECEIVED

10/17/12 *Den*
Revised

COMPLETED

11/14/12 *Den*



Subscriber Agreement ("Agreement")
made 10/15/2012 between Discovery Education, Inc. ("Discovery") and
PASCO COUNTY SCHOOL DISTRICT, FL ("Subscriber")

- Subject to the terms and conditions of this Agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education *streaming* via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education *streaming* as set forth in the Terms of Use located at <http://streaming.discoveryeducation.com/publicPages/termsOfUse.cfm>, as Discovery may revise such Terms of Use from time to time (the "Discovery Education *streaming* Terms of Use").
- The "Term" shall be ~~10/01/2012~~ *begin Date of approval on the Effective Date. "Effective Date" means the date on which the Agreement is signed by both parties.* through and including 09/30/2013.
- The pricing for this license (the "Fees") shall be as follows:

Discovery Education *streaming*

Quantity	Description	Price/Year	Discounted Price/Year	Total
14	Discovery Education <i>streaming</i> High School License	\$2,095.00	\$1,560.00	\$21,840.00
3	Discovery Education <i>streaming</i> High School License - Low Enrollment	\$950.00	n/a	\$2,850.00
61	Discovery Education <i>streaming</i> Middle/Elem School License	\$1,570.00	\$1,100.00	\$67,100.00
Total				\$91,790.00

The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.

- All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
- While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber (i) in compliance with the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Federal Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and other applicable laws, regulations and statutes and (ii) and Discovery's standard terms of use and privacy policy.
- Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall ~~make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give~~ *Give* Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

ATTACHMENT "A" and "B"
INCORPORATED HEREIN

1 of 7

CONTRACT REVIEWED AND
APPROVED AS AMENDED:

AW 9.14.12

Discovery
EDUCATION

- Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
- This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

PASCO COUNTY SCHOOL DISTRICT

By: _____
(Signature Required)

Title: _____

Printed Name: _____

Date: _____

DISCOVERY EDUCATION, INC.

By: Joan Kelly-Smith

Title: Senior Vice President

Printed Name: Joan Kelly-Smith

Date: 10/16/12

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C001BGA

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

CONTRACT REVIEWED AND
APPROVED AS AMENDED:

2 of 7

Nov 14-12

EXHIBIT A
LICENSED SCHOOLS

School	Address	City	State	Postalcode	Enrollment	License
ANCLOTE ELEMENTARY SCHOOL	3610 MADISON ST	NEW PORT RICHEY	FL	34652-6426	603	K8
ANCLOTE HIGH SCHOOL	1540 SWEETBRIAR DR	HOLIDAY	FL	34691-9809	1,150	HS
BAYONET POINT MIDDLE SCHOOL	11126 LITTLE RD	NEW PORT RICHEY	FL	34654-2519	997	K8
CALUSA ELEMENTARY SCHOOL	7520 ORCHID LAKE RD	NEW PORT RICHEY	FL	34653-1225	650	K8
CENTENNIAL ELEMENTARY SCHOOL	38501 CENTENNIAL RD	DADE CITY	FL	33525-1654	716	K8
CENTENNIAL MIDDLE SCHOOL	38505 CENTENNIAL RD	DADE CITY	FL	33525-1654	657	K8
CHARLES S RUSHE MIDDLE SCHOOL	18654 MENTMORE BLVD	LAND O LAKES	FL	34638-7978	1,223	K8
CHASCO ELEMENTARY SCHOOL	7906 RIDGE RD	PORT RICHEY	FL	34668-7036	702	K8
CHASCO MIDDLE SCHOOL	7702 RIDGE RD	PORT RICHEY	FL	34668-7032	827	K8
CHESTER W TAYLOR ELEM SCHOOL	3638 MORRIS BRIDGE RD	WESLEY CHAPEL	FL	33543-6038	841	K8
CONNERTON ELEMENTARY SCHOOL	9300 FLOURISH DR	LAND O LAKES	FL	34637	450	K8
COTEE RIVER ELEMENTARY SCHOOL	7515 PLATHE RD	NEW PORT RICHEY	FL	34653-4521	730	K8
CREWS LAKE MIDDLE SCHOOL	15144 SHADY HILLS RD	SPRING HILL	FL	34610-3831	661	K8
CYPRESS ELEMENTARY SCHOOL	10055 SWEET BAY CT	NEW PORT RICHEY	FL	34654-5701	914	K8
DEER PARK ELEMENTARY SCHOOL	8636 TROUBLE CREEK RD	NEW PORT RICHEY	FL	34653-7012	654	K8
DENHAM OAKS ELEMENTARY SCHOOL	1422 OAK GROVE BLVD	LUTZ	FL	33559-8809	886	K8
DOUBLE BRANCH ELEMENTARY SCHOOL	31500 CHANCEY RD	WESLEY CHAPEL	FL	33543-4906	734	K8
DR JOHN LONG MIDDLE SCHOOL	2025 MANSFIELD BLVD	WESLEY CHAPEL	FL	33543-6925	1,544	K8
F K MARCHMAN TECH ED CTR	7825 CAMPUS DR	NEW PORT RICHEY	FL	34653-1211	169	HS
FIVAY HIGH SCHOOL	12115 CHICAGO AVE	HUDSON	FL	34669-3730	620	HS
FOX HOLLOW ELEMENTARY SCHOOL	8309 FOX HOLLOW DR	PORT RICHEY	FL	34668-4211	724	K8
GULF HIGH SCHOOL	5355 SCHOOL RD	NEW PORT RICHEY	FL	34652-4322	1,603	HS
GULF HIGHLANDS ELEMENTARY SCHOOL	8101 LONG BRANCH DRIVE	PORT RICHEY	FL	34668	631	K8
GULF MIDDLE SCHOOL	6419 LOUISIANA AVE	NEW PORT RICHEY	FL	34653-4336	920	K8
GULF TRACE ELEMENTARY SCHOOL	3303 GULF TRACE BLVD	HOLIDAY	FL	34691-8704	250	K8
GULFSIDE ELEMENTARY SCHOOL	2329 ANCLOTE BLVD	HOLIDAY	FL	34691-9739	656	K8
HARRY SCHWETTMAN ED CENTER	5520 GRAND BLVD	NEW PORT RICHEY	FL	34652-3819	251	HS
HUDSON ELEMENTARY SCHOOL	7229 HUDSON AVE	HUDSON	FL	34667-1125	772	K8
HUDSON HIGH SCHOOL	14410 COBRA WAY	HUDSON	FL	34669-1011	1,594	HS
HUDSON MIDDLE SCHOOL	14540 COBRA WAY	HUDSON	FL	34669-1081	1,154	K8
J W MITCHELL HIGH SCHOOL	2323 LITTLE RD	TRINITY	FL	34655-4411	2,442	HS
JAMES IRVIN EDUCATION CENTER	35830 STATE ROAD 52	DADE CITY	FL	33525-8335	165	HS
JAMES MARLOWE ELEM SCHOOL	5642 CECELIA DR	NEW PORT RICHEY	FL	34652-4301	552	K8
LACOOCHEE ELEMENTARY SCHOOL	38815 CUMMER RD	DADE CITY	FL	33523-6748	441	K8
LAKE MYRTLE ELEMENTARY SCHOOL	22844 WEEKS BLVD	LAND O LAKES	FL	34639-5225	846	K8
LAND O'LAKES HIGH SCHOOL	20325 GATOR LN	LAND O LAKES	FL	34639-2825	1,700	HS
LONGLEAF ELEM SCHOOL	3253 TOWN AVE	NEW PORT RICHEY	FL	34655-2168	915	K8
MARY GIELLA ELEMENTARY SCHOOL	14710 SHADY HILLS RD	SPRING HILL	FL	34610-8075	669	K8
MITTYE P LOCKE ELEM SCHOOL	4339 EVANS AVE	NEW PORT RICHEY	FL	34652-5414	875	K8
MOON LAKE ELEMENTARY SCHOOL	12019 TREE BREEZE DR	NEW PORT RICHEY	FL	34654-1832	694	K8
MOORE-MICKENS EDUCATION CENTER	36301 MARTIN LUTHER KING BLVD	DADE CITY	FL	33525-3520	199	HS
NEW RIVER ELEMENTARY SCHOOL	4710 RIVER GLEN BLVD	WESLEY CHAPEL	FL	33545-5224	264	K8
NORTHWEST ELEMENTARY SCHOOL	14302 COBRA WAY	HUDSON	FL	34669-1011	726	K8
OAKSTEAD ELEMENTARY SCHOOL	19925 LAKE PATIENCE RD	LAND O LAKES	FL	34639-3506	1,028	K8
ODESSA ELEMENTARY SCHOOL	1874 KETZAL DR	TRINITY	FL	34655-7257	580	K8
PASCO ELEMENTARY SCHOOL	37350 FLORIDA AVE	DADE CITY	FL	33525-4097	699	K8
PASCO HIGH SCHOOL	36850 STATE ROAD 52	DADE CITY	FL	33525-5199	1,208	HS
PASCO MIDDLE SCHOOL	13925 14TH ST	DADE CITY	FL	33525-4007	682	K8
PAUL R SMITH MIDDLE SCHOOL	1410 SWEETBRIAR DR	HOLIDAY	FL	34691-9740	1,023	K8
PINE VIEW ELEMENTARY SCHOOL	5333 PARKWAY BLVD	LAND O LAKES	FL	34639-3826	724	K8
PINE VIEW MIDDLE SCHOOL	5334 PARKWAY BLVD	LAND O LAKES	FL	34639-3801	875	K8
QUAIL HOLLOW ELEMENTARY SCHOOL	7050 QUAIL HOLLOW BLVD	WESLEY CHAPEL	FL	33544-3424	820	K8
RAYMOND B STEWART MIDDLE SCHOOL	38505 10TH AVE	ZEPHYRHILLS	FL	33542-4199	1,003	K8
RICHEY ELEMENTARY SCHOOL	6807 MADISON ST	NEW PORT RICHEY	FL	34652-1930	675	K8
RIDGEWOOD HIGH SCHOOL	7650 ORCHID LAKE RD	NEW PORT RICHEY	FL	34653-1315	1,789	HS
RIVER RIDGE HIGH SCHOOL	11646 TOWN CENTER RD	NEW PORT RICHEY	FL	34654-6201	1,402	HS
RIVER RIDGE MIDDLE SCHOOL	11646 TOWN CENTER RD	NEW PORT RICHEY	FL	34654-6201	675	K8
RODNEY B COX ELEMENTARY SCHOOL	37615 MARTIN LUTHER KING BLVD	DADE CITY	FL	33523-3099	533	K8
SAN ANTONIO ELEMENTARY SCHOOL	32416 DARBY RD	DADE CITY	FL	33525-7813	708	K8
SAND PINE ELEMENTARY SCHOOL	29040 COUNTY LINE RD	WESLEY CHAPEL	FL	33543-5870	738	K8
SCHRADER ELEMENTARY SCHOOL	11041 LITTLE RD	NEW PORT RICHEY	FL	34654-2517	605	K8
SEVEN OAKS ELEM SCHOOL	27633 MYSTIC OAK BLVD	WESLEY CHAPEL	FL	33544-7701	1,116	K8
SEVEN SPRINGS ELEMENTARY SCHOOL	8025 MITCHELL RANCH RD	NEW PORT RICHEY	FL	34655-3001	608	K8
SEVEN SPRINGS MIDDLE SCHOOL	2441 LITTLE RD	TRINITY	FL	34655-4404	1,341	K8
SHADY HILLS ELEMENTARY SCHOOL	18000 SHADY HILLS RD	SPRING HILL	FL	34610-1246	607	K8
SUNLAKE HIGH SCHOOL	3023 SUNLAKE BLVD	LAND O LAKES	FL	34638-8155	1,116	HS
SUNRAY ELEMENTARY SCHOOL	4815 SUNRAY DR	HOLIDAY	FL	34690-3815	579	K8
THOMAS E WEIGHTMAN MIDDLE SCHOOL	30649 WELLS RD	WESLEY CHAPEL	FL	33545-3903	1,051	K8
TRINITY ELEMENTARY SCHOOL	2209 DUCK SLOUGH BLVD	NEW PORT RICHEY	FL	34655-5008	666	K8
TRINITY OAKS ELEMENTARY SCHOOL	1627 ARLINGTON OAKS CT	TRINITY	FL	34655-7228	666	K8
VETERANS ELEMENTARY SCHOOL	26940 PROGRESS PKWY	WESLEY CHAPEL	FL	33544-7401	753	K8
WATERGRASS ELEMENTARY SCHOOL	32750 OVERPASS RD	WESLEY CHAPEL	FL	33545-9120	525	K8
WESLEY CHAPEL ELEMENTARY SCHOOL	30243 WELLS RD	WESLEY CHAPEL	FL	33545-3922	1,102	K8

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CONTRACT REVIEWED AND
APPROVED AS AMENDED:

Lu.W 11-24-12

EXHIBIT A
LICENSED SCHOOLS

School	Address	City	State	Postalcode	Enrollment	License
WESLEY CHAPEL HIGH SCHOOL	30851 WELLS RD	WESLEY CHAPEL	FL	33545-3903	1,521	HS
WEST ZEPHYRHILLS ELEM SCHOOL	37900 14TH AVE	ZEPHYRHILLS	FL	33542-3399	857	K8
WIREGRASS RANCH HIGH SCHOOL	2909 MANSFIELD BLVD	WESLEY CHAPEL	FL	33543-6931	1,255	HS
WOODLAND ELEMENTARY SCHOOL	38203 HENRY DR	ZEPHYRHILLS	FL	33542-7517	965	K8
ZEPHYRHILLS HIGH SCHOOL	6335 12TH ST	ZEPHYRHILLS	FL	33542-6304	1,544	HS

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CONTRACT REVIEWED AND
APPROVED AS AMENDED:

luw 11-14-12

Attachment A - Discovery Education

- A) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
- B) Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

The Contractor certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

- C) Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- D) This contract is governed by the laws put forth by the State of Florida.
- E) Discovery Education shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Discovery Education shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

John Keegan Smith
Discovery Education

Kam A. Michael 11/14/12
School Administrator Date

Mike Woodall
Purchasing Agent Mike Woodall, CPP
District School Board of Pasco County

11-14-12
[Signature]

Up-dated 5/25/12

Attachment B

This Attachment B is in connection with, and applicable to, Discovery Education, and the District School Board of Pasco County (DSBPC).

Confidential Information:

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement, any of which must be clearly identified and marked as "Confidential Information" before being provided to the receiving party, ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

16 of 7

CONTRACT REVIEWED AND
APPROVED AS AMENDED:

AWW 11/14/12

Any party who maintains computerized data that includes District information must be in compliance with and agree with their responsibilities as outlined in Florida Statute 817.5681; Breach of security concerning confidential information in third-party possession; administrative penalties, etc., reference:

(http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=817.5681&URL=0300-0899/0317/Sections/0817.5681.html).

Agreement:

This agreement is appended to and made a supplement to that certain Subscriber Agreement between the same parties dated 10/15/2012, the terms of such Subscriber Agreement supersede this Agreement in the event of a conflict. This contract may be modified only by written instrument executed by both parties. This contract is governed by the laws of Florida. Venue for this contract is Pasco County, Florida.

Discovery Education

District of School Board of Pasco County

By: Joan Kelly-Smith
Authorized Signature

By: _____
Authorized Signature

Name: Joan Kelly-Smith
Title: Senior Vice President
Date: 10/16/12

Name: _____
Title: _____
Date: _____

Kenneth A. Michalak 4.14.12
Administrator Date

Board Chairperson

Date

7 of 7

CONTRACT REVIEWED AND
APPROVED AS AMENDED:

M.W. 11.14.12