



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

October 18, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG*

RE: Discovery Education Contract Approval

Please find attached an agreement between the District and Discovery Education. At this time, we respectfully request that the Board approve the above-referenced cooperative agreement for subscribers to use this video streaming service to download video in several formats, including RealPlayer for Windows and Quicktime for Macintosh users. Attached is a contract with Discovery Education for your approval. This contract has been reviewed and approved by Ms. Nancy Alfonso, School Board Attorney.

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 is the copyright/publisher of this computer software.

The cost to the District will be \$90,082, utilizing General Funds.

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, please contact me.

KDG/dr

Attachments



RECEIVED
9/27/11 Rem

Ref 20546
FROM 9240

Discovery EDUCATION

Subscriber Agreement ("Agreement")
made 09/23/2011 between Discovery Education, Inc. ("Discovery") and
PASCO COUNTY SCHOOL DISTRICT, FL ("Subscriber")

1. 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").
2. The "Term" shall be 10/01/2011 through and including 09/30/2012.
3. 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	\$1,072.00	\$65,392.00
Total				\$90,082.00

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

4. 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 supersede 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.
6. 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 Education any information it provides through Discovery Education 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 Education's collection and use of such information in the course of providing such services to Subscriber as described in Discovery Education's Privacy Policy located at <http://www.discoveryeducation.com/aboutus/privacypolicy.cfm>.
7. Discovery Education 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 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.
8. 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.

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:

Kay 9/29/11

ATTACHMENT "A"
INCORPORATED HEREIN

Kay 10/7

124 M O U J 70
FROM 9240



9. 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 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). 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: Joan Kelly Smith
Printed Name: SVP Domestic Distribution
Date: 9/26/11

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. O6UJ9C0012P3

Kendra Goodman
Signature _____ Date 9/29/11
Kendra Goodman, Purchasing Agent
District School Board of Pasco County

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).

2087

Rep# 20546
From 9246

EXHIBIT A
LICENSED SCHOOLS

School	Address	City	State	Postcode	Enrollment	License
ANCLOTE ELEMENTARY SCHOOL	3610 MADISON ST	NEW PORT RICHEY	FL	34852-8478	603	K8
ANCLOTE HIGH SCHOOL	1540 SWEETBRIAR DR	HOLIDAY	FL	34691-9809	1,150	HS
BAYONET POINT MIDDLE SCHOOL	11125 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	36505 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	33543-5038	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	681	K8
CYPRESS ELEMENTARY SCHOOL	10055 SWEET BAY CT	NEW PORT RICHEY	FL	34654-5701	914	K8
DEER PARK ELEMENTARY SCHOOL	8638 TROUBLE CREEK RD	NEW PORT RICHEY	FL	34653-7012	654	K8
DENHAM OAKS ELEMENTARY SCHOOL	1422 OAK GROVE BLVD	LUTZ	FL	33559-8809	888	K8
DOUBLE BRANCH ELEMENTARY SCH	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 SCH	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	34665-4411	2,442	HS
JAMES IRVIN EDUCATION CENTER	35830 STATE ROAD 52	DADE CITY	FL	33525-8335	165	HS
JAMES MARLOWE ELEM SCHOOL	5842 CECELIA DR	NEW PORT RICHEY	FL	34652-4301	552	K8
LACOOCHEE ELEMENTARY SCHOOL	38815 CUMMER RD	DADE CITY	FL	33523-8748	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	34638-2625	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	38301 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	34638-3506	1,028	K8
ODESSA ELEMENTARY SCHOOL	1874 KETZAL DR	TRINITY	FL	34655-7257	560	K8
PASCO ELEMENTARY SCHOOL	37350 FLORIDA AVE	DADE CITY	FL	33525-4097	699	K8
PASCO HIGH SCHOOL	36950 STATE ROAD 52	DADE CITY	FL	33525-5199	1,208	HS
PASCO MIDDLE SCHOOL	13925 14TH ST	DADE CITY	FL	33526-4007	862	K8
PAUL R SMITH MIDDLE SCHOOL	1410 SWEETBRIAR DR	HOLIDAY	FL	34691-8740	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 SCH	7050 QUAIL HOLLOW BLVD	WESLEY CHAPEL	FL	33544-3424	820	K8
RAYMOND B STEWART MIDDLE SCH	36505 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 MIDDLE HIGH SCHOOL	11646 TOWN CENTER RD	NEW PORT RICHEY	FL	34654-6201	3,092	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	633	K8
SAN ANTONIO ELEMENTARY SCHOOL	32418 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	805	K8
SEVEN OAKS ELEM SCHOOL	27633 MYSTIC OAK BLVD	WESLEY CHAPEL	FL	33544-7701	1,116	K8
SEVEN SPRINGS ELEMENTARY SCH	8025 MITCHELL RANCH DR	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 SCH	30649 WELLS RD	WESLEY CHAPEL	FL	33545-3903	1,051	K8
TRINITY ELEMENTARY SCHOOL	2209 DUCK SLOUGH BLVD	NEW PORT RICHEY	FL	34655-5008	656	K8
TRINITY OAKS ELEMENTARY SCH	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 SCH	30243 WELLS RD	WESLEY CHAPEL	FL	33545-3922	1,102	K8

3087

CONTRACT REVIEWED AND
APPROVED AS AMENDED:
09/29/11

REF # 20546
FROM 9240

EXHIBIT A
LICENSED SCHOOLS

School	Address	City	State	Postalcode	Enrollment	License
WESLEY CHAPEL HIGH SCHOOL	30651 WELLS RD	WESLEY CHAPEL	FL	33545-3903	1,521	HS
WEST ZEPHYRHILLS ELEM SCHOOL	37800 14TH AVE	ZEPHYRHILLS	FL	33543-3399	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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4 of 7

CONTRACT REVIEWED AND
APPROVED AS AMENDED:
[Signature] 9/29/11

Agreement: This agreement is appended to and made a supplement to that certain Subscriber Agreement between the same parties dated 9/23/11, the terms of such Subscriber Agreement supersede this Agreement in the event of a conflict.

This agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. 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.

WJ
initials

initials

Discovery Education, Inc.

By: *Joan Kelly Smith*
Authorized Signature

Name: Joan Kelly Smith
Title: SVP Domestic Distribution
Date: 9/26/11

District of School Board of Pasco County

By: *Kendra Goodman*
Authorized Signature

Name: Kendra Goodman
Title: Purchasing Agent
Date: 9/26/11

Wendy Sperry 9/28/11
Administrator Date

5077

Up to the value of the contract

Attachment A - Discovery Education

Discovery Education

JKS
initials

initials

- A) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, Discovery Education hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of ~~the vendor~~ and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.
- B) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
Vendor's cancellation policy, if any, must cancel 21 days prior for a refund-less contract.
- C) 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.
- 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, as applicable, 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.

Jan Key Smith
Discovery Education, Inc.

Kendra Goodman
Kendra Goodman, CPPO, CPPS
Purchasing Agent
District School Board of Pasco County

Nancy Spain 9/28/11
School Administrator Date

9/29/11

Up-dated 10/13/09

Page 6 of 7

10/20/10

From 9240

any of which must be clearly identified and marked as "Confidential Information" before being provided to the receiving party.

Attachment B

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

KS
initials
10/20/10
initials

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 ("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 secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

8/20/10

CONTRACT REVIEWED AND APPROVED AS AMENDED:
KS 9/22/10

Rep 20546
FROM 9240



Date: September 26, 2011

To: Wendy Spriggs
Director, Instructional Media & Tech Svcs.
District School Board of Pasco County ("Subscriber")
7227 Land O'Lakes Blvd
Land O'Lakes, FL 34638

From: Adam Mehring
Discovery Education, Inc.

Re: Sole Source

Discovery Education, Inc. is the sole producer of the Product to Subscriber in Pasco County, Florida. The Product is not available to Subscriber in Pasco County, Florida except from Discovery Education, Inc. "Product" means Discovery Education, Inc.'s proprietary digital educational video streaming service known as Discovery Education *Streaming*. Discovery Education is the sole provider of Discovery Education *Streaming* Products. Discovery *Streaming* cannot be purchased from anyone other than Discovery Education. There are no other resellers.

If you have any questions, please contact me at 240-662-6712.

Sincerely,

Adam Mehring
Discovery Education, Inc.