



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

October 1, 2013

MEMORANDUM

TO: Honorable School Board Members

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

RE: Office for Teaching and Learning
Subscriber Agreement
Discovery Education

The Office for Teaching and Learning is requesting approval of the attached contract between Discovery Education and the District School Board of Pasco County. The agreement will be funded through instructional materials funds. Please reference the attached memo from Wendy Spriggs, Program Coordinator for the Office for Teaching and Learning, for further information regarding this agreement. Anticipated total expenditures are \$94,058. This agreement was reviewed and approved by the School Board Attorney, Nancy McClain Alfonso, on September 12, 2013.

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 copyright/publisher.

It is my recommendation that the Board approve the agreement with Discovery Education. The term of the contract will be October 1, 2013 through September 30, 2014.

Should you have any questions regarding this matter, please contact Wendy Spriggs. If have any Purchasing related questions regarding the agreement, please contact me at your earliest convenience.

MJW/dr

Date/Time: September 25, 2013 08:40:00

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Office for Teaching and Learning
Wendy Spriggs, Supervisor
813/ 794-2456 727/ 774-2456
352/ 524-2456 Fax: 813/ 794-2114
e-mail: wspriggs@pasco.k12.fl.us

To: Michael J. Woodall, CPPO, Purchasing Agent

From: Wendy Spriggs, Program Coordinator, Office for Teaching and Learning *WS*

Date: Sept. 16, 2013

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

The Office for Teaching and Learning is requesting approval of the attached subscriber agreement with Discovery Education. This agreement will allow the District to use video streaming services to download instructional videos in several formats, including RealPlayer for Windows and Quicktime for Macintosh users. This service will also interface with the new subscription to Discovery Education Assessment. The cost of this subscription is \$94,058.00 which will be paid with instructional materials funds.

Should you have any questions, please feel free to call me at extension 42456.



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Subscriber Agreement ("Agreement")
made 09/09/2013 between Discovery Education, Inc. ("Discovery") and
PACSO 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://www.discoveryeducation.com/aboutus/terms-of-use/streaming.cfm>, as Discovery may revise such Terms of Use from time to time (the "Discovery Education *streaming* Terms of Use").
2. The "Term" shall begin on the Effective Date through and including 09/30/2014. The "Effective Date" means the dates on which the Agreement is signed by both parties.
3. The pricing for this license (the "Fees") shall be as follows (select as applicable):

Discovery Education *streaming*

Quantity	Description	Price/Year	Discounted Price/Year	Total
14	Discovery Education <i>streaming</i> HS License	\$2,095.00	\$1,600.00	\$22,400.00
3	Discovery Education <i>streaming</i> ™ HS License – Low Enrollment	\$950.00	n/a	\$2,850.00
61	Discovery Education <i>streaming</i> K-8 License	\$1,570.00	\$1,128.00	\$66,808.00
Total				\$94,058.00

*Low Enrollment means enrollment of less than 200 students

4. The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.
5. 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.
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 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 in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy

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:

MW 9.19.13

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are appended to and make part
of the Subscriber Agreement between
the parties and together.

Agreement:

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.

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: 9/11/2013

Name: _____
Title: _____
Date: _____

Wendy Spivey 9/16/13
Administrator Date

CONTRACT REVIEWED
AND APPROVED:
W 9.19.3

Discovery EDUCATION

EXHIBIT A LICENSED SCHOOLS

DISCOVERY EDUCATION SCHOOL INFORMATION REQUIRED				PLEASE SELECT THE UPGRADE OPTION(S) BY CHECKING THE PRODUCTS THAT APPLY FOR EACH LICENSED SCHOOL
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	PLUS
ANCLOTE ELEMENTARY SCHOOL	3610 MADISON ST NEW PORT RICHEY, FL 34652-6426	PK - 05	603	
ANCLOTE HIGH SCHOOL	1540 SWEETBRIAR DR HOLIDAY, FL 34691-9809	09 - 12	1,150	
BAYONET POINT MIDDLE SCHOOL	11125 LITTLE RD NEW PORT RICHEY, FL 34654-2519	06 - 08	997	
CALUSA ELEMENTARY SCHOOL	7520 ORCHID LAKE RD NEW PORT RICHEY, FL 34653-1225	K - 05	650	
CENTENNIAL ELEMENTARY SCHOOL	38501 CENTENNIAL RD DADE CITY, FL 33525-1654	K - 05	716	
CENTENNIAL MIDDLE SCHOOL	38505 CENTENNIAL RD DADE CITY, FL 33525-1654	06 - 08	657	
CHARLES S RUSHE MIDDLE SCHOOL	18654 MENTMORE BLVD LAND O LAKES, FL 34638-7978	06 - 08	1,223	
CHASCO ELEMENTARY SCHOOL	7906 RIDGE RD PORT RICHEY, FL 34668-7036	K - 05	702	
CHASCO MIDDLE SCHOOL	7702 RIDGE RD PORT RICHEY, FL 34668-7032	06 - 08	827	
CHESTER W TAYLOR ELEM SCHOOL	3638 MORRIS BRIDGE RD WESLEY CHAPEL, FL 33543-5038	K - 05	841	
CONNERTON ELEMENTARY SCHOOL	9300 FLOURISH DR LAND O LAKES, FL 34637	K - 05	450	
COTEE RIVER ELEMENTARY SCHOOL	7515 PLATHE RD NEW PORT RICHEY, FL 34653-4521	K - 05	730	
CREWS LAKE MIDDLE SCHOOL	15144 SHADY HILLS RD SPRING HILL, FL 34610-3831	06 - 08	681	
CYPRESS ELEMENTARY SCHOOL	10055 SWEET BAY CT NEW PORT RICHEY, FL 34654-5701	K - 05	914	
DEER PARK ELEMENTARY SCHOOL	8636 TROUBLE CREEK RD NEW PORT RICHEY, FL 34653-7012	K - 05	654	

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DENHAM OAKS ELEMENTARY SCHOOL	1422 OAK GROVE BLVD LUTZ, FL 33559-8609	K - 05	886
DOUBLE BRANCH ELEMENTARY SCH	31500 CHANCEY RD WESLEY CHAPEL, FL 33543-4906	K - 05	734
DR JOHN LONG MIDDLE SCHOOL	2025 MANSFIELD BLVD WESLEY CHAPEL, FL 33543-6925	06 - 08	1,544
F K MARCHMAN TECH ED CTR	7825 CAMPUS DR NEW PORT RICHEY, FL 34653-1211	11 - 12	169
FIVAY HIGH SCHOOL	12115 CHICAGO AVE HUDSON, FL 34669-3730	09 - 12	620
FOX HOLLOW ELEMENTARY SCHOOL	8309 FOX HOLLOW DR PORT RICHEY, FL 34668-4211	PK - 05	724
GULF HIGH SCHOOL	5355 SCHOOL RD NEW PORT RICHEY, FL 34652-4322	09 - 12	1,603
GULF HIGHLANDS ELEMENTARY SCH	8101 LONG BRANCH DRIVE PORT RICHEY, FL 34668	K - 05	631
GULF MIDDLE SCHOOL	6419 LOUISIANA AVE NEW PORT RICHEY, FL 34653-4336	06 - 08	920
GULF TRACE ELEMENTARY SCHOOL	3303 GULF TRACE BLVD HOLIDAY, FL 34691-8704	K - 05	250
GULFSIDE ELEMENTARY SCHOOL	2329 ANCLOTE BLVD HOLIDAY, FL 34691-9739	PK - 05	656
HARRY SCHWETTMAN ED CENTER	5520 GRAND BLVD NEW PORT RICHEY, FL 34652-3819	06 - 08	251
HUDSON ELEMENTARY SCHOOL	7229 HUDSON AVE HUDSON, FL 34667-1125	PK - 05	772
HUDSON HIGH SCHOOL	14410 COBRA WAY HUDSON, FL 34669-1011	09 - 12	1,594
HUDSON MIDDLE SCHOOL	14540 COBRA WAY HUDSON, FL 34669-1081	06 - 08	1,154
J W MITCHELL HIGH SCHOOL	2323 LITTLE RD TRINITY, FL 34655-4411	09 - 12	2,442
JAMES IRVIN EDUCATION CENTER	35830 STATE ROAD 52 DADE CITY, FL 33525-8335	06 - 08	165
JAMES MARLOWE ELEM SCHOOL	5642 CECELIA DR NEW PORT RICHEY, FL 34652-4301	K - 05	552
LACOCOCHEE ELEMENTARY SCHOOL	38815 CUMMER RD DADE CITY, FL 33523-6748	PK - 05	441
LAKE MYRTLE ELEMENTARY SCHOOL	22844 WEEKS BLVD LAND O LAKES, FL 34639-5225	K - 05	846

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Lu 9.19.13

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LAND O'LAKES HIGH SCHOOL	20325 GATOR LN LAND O LAKES, FL 34638-2825	09 - 12	1,700
LONGLEAF ELEM SCHOOL	3253 TOWN AVE NEW PORT RICHEY, FL 34655-2168	K - 05	915
MARY GIELLA ELEMENTARY SCHOOL	14710 SHADY HILLS RD SPRING HILL, FL 34610-8075	K - 05	669
MITTYE P LOCKE ELEM SCHOOL	4339 EVANS AVE NEW PORT RICHEY, FL 34652-5414	PK - 05	875
MOON LAKE ELEMENTARY SCHOOL	12019 TREE BREEZE DR NEW PORT RICHEY, FL 34654-1832	PK - 05	694
MOORE-MICKENS EDUCATION CENTER	38301 MARTIN LUTHER KING BLVD DADE CITY, FL 33525-3520	09 - 12	199
NEW RIVER ELEMENTARY SCHOOL	4710 RIVER GLEN BLVD WESLEY CHAPEL, FL 33545-5224	K - 05	264
NORTHWEST ELEMENTARY SCHOOL	14302 COBRA WAY HUDSON, FL 34669-1011	PK - 05	726
OAKSTEAD ELEMENTARY SCHOOL	19925 LAKE PATIENCE RD LAND O LAKES, FL 34638-3506	PK - 05	1,028
ODESSA ELEMENTARY SCHOOL	1874 KETZAL DR TRINITY, FL 34655-7257	K - 05	580
PASCO ELEMENTARY SCHOOL	37350 FLORIDA AVE DADE CITY, FL 33525-4097	PK - 05	699
PASCO HIGH SCHOOL	36850 STATE ROAD 52 DADE CITY, FL 33525-5199	09 - 12	1,208
PASCO MIDDLE SCHOOL	13925 14TH ST DADE CITY, FL 33525-4007	06 - 08	682
PAUL R SMITH MIDDLE SCHOOL	1410 SWEETBRIAR DR HOLIDAY, FL 34691-9740	06 - 08	1,023
PINE VIEW ELEMENTARY SCHOOL	5333 PARKWAY BLVD LAND O LAKES, FL 34639-3826	K - 05	724
PINE VIEW MIDDLE SCHOOL	5334 PARKWAY BLVD LAND O LAKES, FL 34639-3801	06 - 08	875
QUAIL HOLLOW ELEMENTARY SCH	7050 QUAIL HOLLOW BLVD WESLEY CHAPEL, FL 33544-3424	PK - 05	820
RAYMOND B STEWART MIDDLE SCH	38505 10TH AVE ZEPHYRHILLS, FL 33542-4199	06 - 08	1,003
RICHEY ELEMENTARY SCHOOL	6807 MADISON ST NEW PORT RICHEY, FL 34652-1930	PK - 05	675
RIDGEWOOD HIGH SCHOOL	7650 ORCHID LAKE RD NEW PORT RICHEY, FL 34653-1315	09 - 12	1,789

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W 9.18.13

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RIVER RIDGE HIGH SCHOOL	11646 TOWN CENTER RD NEW PORT RICHEY, FL 34654-6201	09 - 12	1,402
RIVER RIDGE MIDDLE SCHOOL	11646 TOWN CENTER RD NEW PORT RICHEY, FL 34654-6201	06 - 08	675
RODNEY B COX ELEMENTARY SCHOOL	37615 MARTIN LUTHER KING BLVD DADE CITY, FL 33523-3099	PK - 05	533
SAN ANTONIO ELEMENTARY SCHOOL	32416 DARBY RD DADE CITY, FL 33525-7813	PK - 05	708
SAND PINE ELEMENTARY SCHOOL	29040 COUNTY LINE RD WESLEY CHAPEL, FL 33543-5870	K - 05	738
SCHRADER ELEMENTARY SCHOOL	11041 LITTLE RD NEW PORT RICHEY, FL 34654-2517	PK - 05	605
SEVEN OAKS ELEM SCHOOL	27633 MYSTIC OAK BLVD WESLEY CHAPEL, FL 33544-7701	K - 05	1,116
SEVEN SPRINGS ELEMENTARY SCH	8025 MITCHELL RANCH RD NEW PORT RICHEY, FL 34655-3001	K - 05	608
SEVEN SPRINGS MIDDLE SCHOOL	2441 LITTLE RD TRINITY, FL 34655-4404	06 - 08	1,341
SHADY HILLS ELEMENTARY SCHOOL	18000 SHADY HILLS RD SPRING HILL, FL 34610-1246	PK - 05	607
SUNLAKE HIGH SCHOOL	3023 SUNLAKE BLVD LAND O LAKES, FL 34638-8155	09 - 12	1,116
SUNRAY ELEMENTARY SCHOOL	4815 SUNRAY DR HOLIDAY, FL 34690-3815	K - 05	579
THOMAS E WEIGHTMAN MIDDLE SCH	30649 WELLS RD WESLEY CHAPEL, FL 33545-3903	06 - 08	1,051
TRINITY ELEMENTARY SCHOOL	2209 DUCK SLOUGH BLVD NEW PORT RICHEY, FL 34655-5008	K - 05	656
TRINITY OAKS ELEMENTARY SCHOOL	1627 ARLINGTON OAKS CT TRINITY, FL 34655-7228	K - 05	668
VETERANS ELEMENTARY SCHOOL	26940 PROGRESS PKWY WESLEY CHAPEL, FL 33544-7401	PK - 05	753
WATERGRASS ELEMENTARY SCHOOL	32750 OVERPASS RD WESLEY CHAPEL, FL 33545-9120	K - 05	525
WESLEY CHAPEL ELEMENTARY SCH	30243 WELLS RD WESLEY CHAPEL, FL 33545-3922	K - 05	1,102
WESLEY CHAPEL HIGH SCHOOL	30651 WELLS RD WESLEY CHAPEL, FL 33545-3903	09 - 12	1,521
WEST ZEPHYRHILLS ELEM SCHOOL	37900 14TH AVE ZEPHYRHILLS, FL 33542-3399	PK - 05	857

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:

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W. G. 19.13

Discovery EDUCATION

WIREGRASS RANCH HIGH SCHOOL	2909 MANSFIELD BLVD WESLEY CHAPEL, FL 33543-8931	09 - 12	1,255
WOODLAND ELEMENTARY SCHOOL	38203 HENRY DR ZEPHYRHILLS, FL 33542-7517	PK - 05	965
ZEPHYRHILLS HIGH SCHOOL	6335 12TH ST ZEPHYRHILLS, FL 33542-6304	09 - 12	1,544

Please add additional pages as necessary

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

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)

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CONTRACT REVIEWED
AND APPROVED:


[Signature] 9.19.13

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.


Discovery Education


School Administrator Date 9/16/13

 9.19.13
~~Kendra Goodman, CPPC, CPPB~~ Date
Purchasing Agent Michael J. Woodall, CPPC
District School Board of Pasco County

Up-dated 5/25/12

Attachment B

This Attachment A 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.

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=0800-0899/0817/Sections/0817.5681.html).

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CONTRACT REVIEWED
AND APPROVED:
Jaw 9.19.13

Discovery EDUCATION

- 7 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 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. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.
- 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, 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 ^{MW}

By: _____
(Signature Required)

Title: _____

Printed Name _____

Date _____

DISCOVERY EDUCATION, INC

By: Joan Kelly Smith

Title Senior Vice President

Printed Name Joan Kelly - Smith

Date: 9/11/2013

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 340 662 8741

Billing Entity _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C001KMX

CONTRACT REVIEWED
AND APPROVED:

MW 9.19.13

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)