



**FLOYD COUNTY BOARD OF EDUCATION**  
**Danny Adkins, Superintendent**  
**106 North Front Avenue**  
**Prestonsburg, Kentucky 41653**  
**Telephone (606) 886-2354 Fax (606) 886-4550**  
**www.floyd.kyschools.us**

Sherry Robinson- Chair - District 5  
Dr. Chandra Varia, Vice-Chair - District 2  
Linda C. Gearheart, Member - District 1  
William Newsome, Jr., Member - District 3  
Rhonda Meade, Member - District 4

## **Floyd County Board Of Education Issue Paper**

**Date:** June 6, 2017

**Action/Discussion Item:** Approve Subscriber Agreement for Discovery Education and to be utilized by Prestonsburg Elementary School for the 2018-19 School Year.

**Applicable Statutes or Regulation:** Floyd County Board of Education Policy states that only the Board of Education may enter into a contract.

**Issue:** The use of Discovery Education and the streaming services associated with Discovery Education are valuable tools utilized by teachers within the classroom. This is an important service associated with instruction as well as implementation of the SAM-R Goals.

**Background:** Discovery Education Program offers access to thousands of instructional videos and other instructional opportunities across all settings. Discovery Education is a valuable tool for teachers to utilize within their daily instruction.

**Budget/Financial Issues:** No financial issues for the District. All expenses will be paid for utilizing School funds.

**Alternative:** N/A

**Recommended Action:** Approve the Subscriber Agreement for Discovery Education and the utilization of the streaming services by Prestonsburg Elementary School for the 2018-19 School year.

**Rationale:** Instructional resources and materials will remain as is with no interruption as the 18-19 School Year begins.

**Contact Person:**

Brent Rose, Principal – (606) 886-3891  
Sean M. Ousley, Asst. Principal – (606) 886-3891

*Brent Rose 6/6/18*

Principal

*Imper H. Wells*  
Director of Instruction

*Danny Adkins*  
Superintendent



**Subscriber Agreement ("Agreement")  
made 04/12/2018 between Discovery Education, Inc. ("Discovery") and  
PRESTONSBURG ELEMENTARY SCHOOL, KY ("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 Subscription Services Terms of Use located at [http://www.discoveryeducation.com/aboutus/terms\\_of\\_use.cfm](http://www.discoveryeducation.com/aboutus/terms_of_use.cfm), as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 07/01/2018 through and including 06/30/2019.
3. The pricing for this license (the "Fees") shall be as follows:

Number of Schools	Service Description	Price per Year	Discounted Price per Year	Total
1	Discovery Education Streaming Plus K-8 License	\$2,600.00	\$1,495.00	\$1,495.00
Total				\$1,495.00

4. The Fees are non-cancellable and are due and payable no later than 30 days after 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 (all such data is generally limited to the following: school name, first name, last name, grade level), 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 and 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.
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 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 government 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).



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.

PRESTONSBURG ELEMENTARY SCHOOL

DISCOVERY EDUCATION, INC.

By: \_\_\_\_\_  
(Signature Required)

By: \_\_\_\_\_  
(Signature Required)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT**

Billing Entity: \_\_\_\_\_

Billing Entity Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Entity Phone Number: \_\_\_\_\_

Ref. No. Q-00145827

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