

This section to be completed by the Third-Party Contractor and returned to Broome-Tioga BOCES

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

Yes

Please complete Sections 2, 3 and 4

No

Please complete Section 3

Section 2: Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

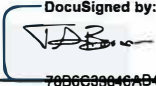
SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	For the purposes of the students to log in and access the Discovery Education products, such as Streaming, DEX, Coding, Science, Health and STEM Connect.
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	Discovery will ensure that its personnel and subcontractors that access the student data are informed of the confidential nature of the student data and are bound by appropriate obligations of confidentiality or are under an appropriate statutory obligation of confidentiality. Discovery will take all reasonable steps and to ensure the reliability of Discovery personnel and subcontractors that access student data.
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	The term of the Purchase Contract expires June 30, 2022, with Boces option to renew for two additional years. Upon termination or expiration of the Agreement, Discovery will promptly, but without undue delay, destroy student data upon Subscriber's written request. Discovery may retain student data to the extent required by the laws, rules, and regulations to which Discovery is subject, or if student data resides in Discovery's backup archives, Discovery will continue to protect the security and confidentiality of such retained student data in accordance with the Agreement and Discovery's Student Data Protection Addendum. Discovery has implemented retention rules so that student data in backup archives is retained for as short a time as necessary.
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	Discovery will, without undue delay, notify, then record, and then refer to Subscriber full details of all student data Requests. To the extent Boces is unable to respond to a student data Request with information available through Discovery's products or services, Discovery will provide reasonable assistance to Boces in responding to a student data request. Discovery will not respond to a student data request without Boces's explicit instruction.
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	Data is stored in secure hosting sites in the U.S. in Minneapolis, MN, Chicago, IL and AWS Regions.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Discovery Education has a comprehensive vulnerability management program that includes regular automated scans, and a suite of cybersecurity tools including endpoint protection and firewalls, with 24/7 monitoring provided by a Managed Security Services Provider (MSSP). Data from the district is uploaded via a secure FTP site. Only internal employees with appropriate access level approved by management will have access to district data. Data is encrypted at rest and in transit in the database. We perform daily onsite backup as well as offsite backup.

Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name Discovery Education, Inc. Product Name _Digital educational products

Printed Name Travis Barrs Signature  Date November 11, 2020

Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

BOCES and the Third-Party Contractor agree as follows:

1. Definitions:
 - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
 - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with New York State and Federal Law and the BOCES's Data Security and Privacy Policy;
3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-D and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
 - i. without the prior written consent of the parent or eligible student; or
 - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure if expressly prohibited by statute or court order;
 - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
 - e. use encryption technology to protect data while in motion or in its custody from authorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(h)(2) of Public Law §111-5;
 - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
 - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name Discovery Education, Inc. Product Name Digital educational products

Printed Name **Travis Barrs** Signature  Date November 11, 2020