



UTAH STUDENT DATA PRIVACY AGREEMENT

Version 2.0

Wasatch School District

and

Discovery Education Inc

Oct 06 ,2020

This Utah Student Data Privacy Agreement (“DPA”) is entered into by and between the Wasatch School District (hereinafter referred to as “LEA”) and Discovery Education Inc (hereinafter referred to as “Contractor”) on Oct 06 ,2020 . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Contractor has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a an Educational Services Agreement dated July 31, 2017 (“Service Agreement”); attached hereto as Exhibit A and

WHEREAS, in order to provide the Services described in the Service Agreement, the Contractor may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Contractor’s Services are also subject to Utah state student privacy laws, including the Utah Student Data Protection Act UCA Section 53E-9; and

WHEREAS, for the purposes of this DPA, Contractor is a school official with legitimate educational interests in accessing Education Records pursuant to the Service Agreement for the limited purposes of this DPA; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Contractor from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, COPPA, PPRA and other applicable Utah State laws, all as may be amended from time to time. In performing these services, the Contractor shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Contractor shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Contractor has agreed to provide digital educational products and services outlined in Exhibit "A".

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached as Exhibit "B".

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Contractor pursuant to the Service Agreement is and will continue to be the property of the student.

2. **Parent Access.** The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may request the opportunity to inspect and review Student Data in the student's records, and seek to amend Student Data that are inaccurate, misleading or in violation of the student's right of privacy. Contractor shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a student's records held by the Contractor to view or correct as necessary. In the event that a parent of a student or other individual contacts the Contractor to review any of the Student Data accessed pursuant to the Services, the Contractor shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Third Party Request.** Should a Third Party, including law enforcement and government entities, request data held by the Contractor pursuant to the Services Agreement, the Contractor shall redirect the Third Party to request the data directly from the LEA. Contractor shall notify the LEA in advance of a compelled disclosure to a Third Party. Contractor shall share Student Data with law enforcement if required by law or court order.

4. **Subprocessors.** Contractor shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Contractor shall provide the LEA with a description of the subprocessors or types of subprocessors who have access to the LEA's student data and shall update the list as new subprocessors are added.

ARTICLE III: DUTIES OF CONTRACTOR

1. **Privacy Compliance.** The Contractor shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA and all other Utah privacy statutes as they relate to the collection, use, storage, or sharing of student data.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service

Agreement and/or otherwise authorized under the statutes referenced in the prior subsection. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Student Data.

3. Employee Obligation. Contractor shall require all employees and subprocessors who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. Use of De-identified information. De-identified information and metadata may be used by the Contractor for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data and metadata pursuant to 34 CFR 99.31(b). Contractor agrees not to attempt to re-identify de-identified Student Data.

5. Disposition of Data. Upon written request Contractor shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. The duty to dispose of Student Data shall not extend to data that has been de-identified. The LEA may employ a “Request for Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”.

6. Additional Acceptable Uses of Student Data. Contractor is prohibited from using Student Data for any secondary use not described in this agreement except:

- a. for adaptive learning or customized student learning purposes;
- b. to market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product;
- c. to use a recommendation engine to recommend to a student
 - i. content that relates to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party; or
 - ii. services that relate to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party;
- d. to respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.; and
- e. to use Data to allow or improve operability and functionality of the third-party contractor's internal application.

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ARTICLE IV: DATA PROVISIONS

1. Data Security. The Contractor agrees to abide by and maintain adequate data security measures, consistent with standards and best practices within the educational technology industry,

and to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Contractor shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data. Contractor shall only provide access to Student Data to Subprocessors employees or contractors that are performing the Services.
 - b. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Contractor shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
 - c. Security Technology.** Contractor shall employ internet industry standard measures to protect data from unauthorized access while the data is in transit or at rest. The service security measures shall include server authentication and data encryption. Contractor shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
 - d. Audit Rights.** Upon reasonable notice, and at the request of the LEA, the LEA or the LEA's designee may audit the Contractor no more than once per calendar year to verify compliance with this DPA, as required by the Utah Student Data Protection Act.
- 2. Data Breach.** In the event that Contractor discovers that Student Data has been accessed or obtained by an unauthorized individual, Contractor shall provide notification to LEA within a reasonable amount of time of the incident and without undue delay, not to exceed seven business days.

ARTICLE V- GENERAL OFFER OF PRIVACY TERMS

Intentionally Omitted

ARTICLE VI: MISCELLANEOUS

- 1. Term.** The Contractor shall be bound by this DPA for the duration of the Service Agreement or so long as the Contractor maintains any Student Data.
- 2. Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA in the event of a material breach of the terms of this DPA.
- 3. Effect of Termination Survival.** If the Service Agreement is terminated, the Contractor shall

destroy all of LEA’s data pursuant to Article III, section 5 above.

4. Priority of Agreements. This DPA shall govern the treatment of Student Data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives below:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Robert Nield
Title: Technology Manager

Contact Information:
robert.nield@wasatch.edu
101 E 200 N Heber City, UT 84032

The designated representative for the Contractor for this Agreement is:

Name: Travis Barrs
Title: Chief Operating Officer

Contact Information:

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties.

7. Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS OF UTAH FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Authority. Contractor represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Contractor agrees that any purchaser of the Contractor shall also be bound to this DPA.

10. Waiver. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient. LEA hereby waives and releases any and all claims against the Utah State Board of Education and/or its members, departments, office, and staff (collectively, "USBE"), for USBE's efforts and conduct related to the negotiations and/or formation of this DPA. The parties agree that USBE is not an agent nor a representative of LEA in the formation or execution of this DPA, and that LEA negotiated with Contractor at arm's length in the creation of this DPA. USBE is thus not responsible or liable to either party under this DPA, and owes no duty to either party under this DPA.

10. Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business

reorganization or sale of all or substantially all of the assets of such business.

IN WITNESS WHEREOF, the parties have executed this Utah Student Data Privacy Agreement as of the last day noted below.

Contractor: **Discovery Education Inc**

BY:  Date: October 6, 2020
DocuSigned by:
78B6C33846AB459...

Printed Name: Travis Barrs Title/Position: COO

Local Education Agency: **Wasatch School District**

BY:  Date: Oct 6, 2020

Printed Name: Robert Nield Title/Position: IT Manager

EXHIBIT "A"

DESCRIPTION OF SERVICES



**Educational Services Agreement ("Agreement")
made as of 07/19/2017 between Discovery Education, Inc. ("Discovery") and
WASATCH COUNTY SCHOOL DISTRICT, ⁰⁰ UT ("Subscriber")**

This Agreement is made between Discovery and Subscriber for the purchase by Subscriber of various Discovery Education Services, each of which is further described and conditioned upon the terms set forth below and in the attachments and exhibits hereto, including the following:

Discovery Education Digital Curriculum Service:
Discovery Education Streaming Plus

Discovery Education Techbook Packages:
Discovery Education Science Techbook
Discovery Education Social Studies Techbook

Discovery Education Professional Development:
One On-site Session (for up to 6 hours) with 1 PD Specialist
One On-line Webinar (three-hour series)

Discovery Education Integration Services
Canvas Integration Services

- 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 attached hereto (the "Community") a limited, non-exclusive, non-transferable license, during the Term (as defined below) to access those Discovery Education Services to which Subscriber has purchased a subscription (together, Subscriber's "Subscription Package"). "Discovery Education Services" includes the following services: Discovery Education Streaming Plus, Discovery Education Science Techbook, Discovery Education Social Studies Techbook, Discovery Education Professional Development and Canvas Integration Services. Users shall access the Discovery Education Services in its Subscription Package via each such Discovery Education Service's website, to the extent applicable, or by any other means on which the parties may agree, and shall use such Discovery Education Services as set forth in the Discovery Education Subscription Services Terms of Use (the Subscription Services "Terms of Use"), located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm and as Discovery may revise such Terms of Use from time to time.
- The "Initial Term" shall be 08/01/2017 through and including 07/31/2021.
Subject to Subscriber's compliance with all the terms of the Agreement, Subscriber shall have the option to renew for one (1) additional four-year period as set forth below:

"First Renewal Term" shall be 08/01/2021 through 07/30/2025;

provided Subscriber submits written notice to Discovery of its intent to renew no later than 07/01/2021 for the First Renewal Term together with an updated written list of schools and number of student licenses for the First Renewal Term, such list to be incorporated herein as Exhibit A.
- The pricing for this license (the "Fees") shall be as follows:

**Discovery Education Services
Initial Term
08/01/2017 to 07/31/2018**

Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
1	Discovery Education Streaming Plus High School License	\$3,160.00	\$2,520.00	\$2,520.00
7	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	\$2,080.00	\$14,560.00
Discovery Education Professional Development Services				
5	On-Site Professional Development w/1 PD Specialist for up to 25 participants	\$2,500.00	n/a	\$12,500.00
Discovery Education Integration Services				
1	Canvas Integration Services	\$0.00	n/a	\$0.00
Total				\$29,580.00



08/01/2018 to 07/31/2019				
Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
1	Discovery Education Streaming Plus High School License	\$3,150.00	\$2,709.00	\$2,709.00
7	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	\$2,236.00	\$15,652.00
Discovery Education Professional Development Services				
4	On-Site Professional Development w/1 PD Specialist for up to 25 participants	\$2,500.00	n/a	\$10,000.00
				Total
				\$28,361.00

08/01/2019 to 07/31/2020				
Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
1	Discovery Education Streaming Plus High School License	\$3,150.00	\$2,929.50	\$2,929.50
7	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	\$2,418.00	\$16,926.00
Discovery Education Professional Development Services				
3	On-Site Professional Development w/1 PD Specialist for up to 25 participants	\$2,500.00	n/a	\$7,500.00
				Total
				\$27,355.50

08/01/2020 to 07/31/2021				
Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
1	Discovery Education Streaming Plus High School License	\$3,150.00	n/a	\$3,150.00
7	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	n/a	\$18,200.00
				Total
				\$21,350.00

08/01/2017 to 07/31/2021				
Quantity	Description	Price Per Techbook Package	No. of Students	Total
Discovery Education Science Techbook Package				
7	Science Techbook – Elementary and Middle Levels	\$35.60	3,179	\$113,172.40
1	Science Techbook – High School Courses	\$42.20	789	\$33,295.80
-	On-Line Professional Development (Three-Hour Series)	\$0.00	n/a	\$0.00
15	On-Site Professional Development (One Session up to 6 Hours)	\$0.00	n/a	\$0.00
Discovery Education Social Studies Techbook Package				
3	Social Studies Techbook – Middle Levels	\$35.60	2,572	\$91,563.20
1	On-Line Professional Development (Three-Hour Series)	\$0.00	n/a	\$0.00
10	On-Site Professional Development (One Session up to 6 Hours)	\$0.00	n/a	\$0.00
				Total
				\$238,031.40

Grand Total | **\$344,677.90**



08/01/2018 to 07/31/2019				
Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
1	Discovery Education Streaming Plus High School License	\$3,150.00	\$2,709.00	\$2,709.00
7	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	\$2,236.00	\$15,652.00
Discovery Education Professional Development Services				
4	On-Site Professional Development w/1 PD Specialist for up to 25 participants	\$2,500.00	n/a	\$10,000.00
				Total
				\$28,361.00

08/01/2019 to 07/31/2020				
Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
1	Discovery Education Streaming Plus High School License	\$3,150.00	\$2,929.50	\$2,929.50
7	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	\$2,418.00	\$16,926.00
Discovery Education Professional Development Services				
3	On-Site Professional Development w/1 PD Specialist for up to 25 participants	\$2,500.00	n/a	\$7,500.00
				Total
				\$27,355.50

08/01/2020 to 07/31/2021				
Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
1	Discovery Education Streaming Plus High School License	\$3,150.00	n/a	\$3,150.00
7	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	n/a	\$18,200.00
				Total
				\$21,350.00

08/01/2017 to 07/31/2021				
Quantity	Description	Price Per Techbook Package	No. of Students	Total
Discovery Education Science Techbook Package				
7	Science Techbook – Elementary and Middle Levels	\$35.60	3,179	\$113,172.40
1	Science Techbook – High School Courses	\$42.20	789	\$33,295.80
-	On-Line Professional Development (Three-Hour Series)	\$0.00	n/a	\$0.00
15	On-Site Professional Development (One Session up to 6 Hours)	\$0.00	n/a	\$0.00
Discovery Education Social Studies Techbook Package				
3	Social Studies Techbook – Middle Levels	\$35.60	2,572	\$91,563.20
1	On-Line Professional Development (Three-Hour Series)	\$0.00	n/a	\$0.00
10	On-Site Professional Development (One Session up to 6 Hours)	\$0.00	n/a	\$0.00
				Total
				\$238,031.40

Grand Total | **\$344,677.90**



Discovery Education Services
 "First Renewal Term", if applicable

08/01/2021 to 07/31/2022

Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
TBD	Discovery Education Streaming Plus High School License	\$3,150.00	n/a	TBD
TBD	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	n/a	TBD
Total				TBD

08/01/2022 to 07/31/2023

Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
TBD	Discovery Education Streaming Plus High School License	\$3,150.00	n/a	TBD
TBD	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	n/a	TBD
Total				TBD

08/01/2023 to 07/31/2024

Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
TBD	Discovery Education Streaming Plus High School License	\$3,150.00	n/a	TBD
TBD	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	n/a	TBD
Total				TBD

08/01/2024 to 07/31/2025

Quantity	Description	Price	Discounted Price	Total
Discovery Education Curriculum Services				
TBD	Discovery Education Streaming Plus High School License	\$3,150.00	n/a	TBD
TBD	Discovery Education Streaming Plus Elementary and Middle School License	\$2,600.00	n/a	TBD
Total				TBD

08/01/2021 to 07/31/2025

Quantity	Description	Price Per Techbook Only	No. of Students	Total
Discovery Education Science Techbook Only				
TBD	Science Techbook – Elementary and Middle Levels	\$38.00	TBD	TBD
TBD	Science Techbook – High School Courses	\$44.00	TBD	TBD
Discovery Education Social Studies Techbook Only				
TBD	Social Studies Techbook – Middle Levels	\$38.00	TBD	TBD
Total				TBD



4. **Payment:**

a. The Fees for **Discovery Education Curriculum Services** and **Discovery Education Techbooks** in the amount of **\$314,677.90** for the Initial Term are due and payable as follows:

- \$255,111.40 no later than 09/01/2017
- \$ 18,361.00 no later than 09/01/2018
- \$ 19,855.50 no later than 09/01/2019
- \$ 21,350.00 no later than 09/01/2020

b. The Fees for the **Discovery Education Professional Development Services** in the amount of **\$30,000.00** for the Initial Term shall be due and payable no later than 30 days after receipt of invoice. For each period, invoices will be sent at the end of each calendar quarter for any and all professional development services delivered during the previous calendar quarter.

5. With respect to the Professional Development Services, the date, time and place of the professional development services shall be mutually agreed to by the parties. All professional development sessions for each such period shall be scheduled and completed by no later than July 31 of such period. Any content provided by Discovery during the Professional Development, in any format ("the PD Content"), is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content.
6. With respect to the Integration Services, Discovery shall provide Canvas Integration Services to Subscriber. "Canvas Integration Services" means the process of using Canvas to allow Subscriber's Users to access and search the Discovery Education Services, as described in more detail in the Scope of Work on Attachment 1 hereto
7. 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 & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable; (ii) Discovery's Data Security Policy attached hereto as Exhibit B.
8. **Background Checks.** Discovery represents and warrants the following regarding security clearances of those Professional Development Specialists ("PD Specialists") who deliver professional development services. Discovery conducts the following checks on any PD Specialist it sends onto school campuses to perform professional development and related services where students may be present at the time of hire and refreshes such checks on an annual basis:
 - Criminal Records Check
 - FBI Fingerprint Clearance
 - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsow.gov>

For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing professional development services on school grounds.



- 9. 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.
- 10. This Agreement together with Digital Curriculum RFP No. 06022017 and Discovery's response to RFP No. 06022017 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.

WASATCH COUNTY SCHOOL DISTRICT

By: Ann Hanner
(Signature Required)

Title: PRESIDENT, BOARD OF EDUCATION

Printed Name: Ann Hanner

Date: 7/20/17

DISCOVERY EDUCATION, INC.

By: Joan Kelly Smith

Title: SVP-Compliance & Operations

Printed Name: Joan Kelly Smith

Date: July 31, 2017 | 6:45 AM EDT

Ref. No. O6UJ9C002134



EXHIBIT A
LICENSED SCHOOLS

DISCOVERY EDUCATION STREAMING PLUS

SCHOOL NAME	ADDRESS	CITY, STATE AND ZIP	LICENSE	NUMBER OF STUDENTS
DANIEL S CANYON ELEMENTARY SCHOOL	688 E WHEELER RD	HEBER CITY, UT 84032	K3	600
HEBER VALLEY ELEMENTARY SCHOOL	730 S 900 W	HEBER CITY, UT 84032-2254	K3	754
J R SMITH ELEMENTARY SCHOOL	235 E 500 N	HEBER CITY, UT 84032-1305	K3	555
MIDWAY ELEMENTARY SCHOOL	225 S 100 E	MIDWAY, UT 84049-8621	K3	555
OLD MILL ELEMENTARY SCHOOL	1600 E 385 S	HEBER CITY, UT 84032-3107	K3	745
ROCKY MOUNTAIN MIDDLE SCHOOL	800 SCHOOL HOUSE WAY	HEBER CITY, UT 84032-3746	R3	1,057
TIMPAHOOGS MIDDLE SCHOOL	1441 E 900 S	HEBER CITY, UT 84032	R3	750
WASATCH HIGH SCHOOL	930 S 500 E	HEBER CITY, UT 84032-1450	HS	1,090

SCIENCE TECHBOOK - ELEMENTARY AND MIDDLE LEVELS

SCHOOL NAME	ADDRESS	CITY, STATE AND ZIP	GR K STUDENTS	GR 1 STUDENTS	GR 2 STUDENTS	GR 3 STUDENTS	GR 4 STUDENTS	GR 5 STUDENTS	GR 6 STUDENTS	GR 7 STUDENTS	GR 8 STUDENTS
DANIEL S CANYON ELEMENTARY SCHOOL	688 E WHEELER RD	HEBER CITY, UT 84032				78	99	103			
HEBER VALLEY ELEMENTARY SCHOOL	730 S 900 W	HEBER CITY, UT 84032-2254				90	95	97			
J R SMITH ELEMENTARY SCHOOL	235 E 500 N	HEBER CITY, UT 84032-1305				119	123	123			
MIDWAY ELEMENTARY SCHOOL	225 S 100 E	MIDWAY, UT 84049-8621				93	136	107			
OLD MILL ELEMENTARY SCHOOL	1600 E 900 S	HEBER CITY, UT 84032-3107				125	117	117			
ROCKY MOUNTAIN MIDDLE SCHOOL	800 SCHOOL HOUSE WAY	HEBER CITY, UT 84032-3746							221	235	256
TIMPAHOOGS MIDDLE SCHOOL	1441 E 900 S	HEBER CITY, UT 84032							260	315	302
TOTAL						562	535	553	481	550	556



**ATTACHMENT 1
CANVAS INTEGRATION
SCOPE OF WORK**

Subscriber intends to use Canvas to access Discovery Education products. Discovery will accept authentication requests from Canvas to allow Subscriber's Users to access and search Discovery Education Streaming Plus, Discovery Education Science Techbook and Discovery Education Social Studies Techbook.

	Subscriber Requirements	Discovery Deliverables
Connection Requirements	Subscriber administrator will add the Discovery Education 'App' to Canvas.	Discovery will provide Subscriber with an LTI Key and Secret.
User management requirements	Subscriber will create and automate a process that exports student and staff data in the Discovery dictated format. Files must be posted to Discovery's SFTP server on a nightly basis. TeacherID and StudentID values that are provided to Discovery must match the SIS_ID values in Canvas and a unique value must be populated for each licensed User in Canvas.	Discovery will provide Subscriber with SFTP connection information. New licensed Users will be created in the correct school and role based on the nightly upload process.
User Experience	Licensed Users will click on the Discovery Education link in the vertical course navigation bar in Canvas, which will trigger the SSO process. Additionally, Discovery Education will appear in the list of External Tools and provide search and deep link functionality.	Discovery will provide Canvas' search widget with search results from the list of resources for which User is licensed.

Subscriber represents that it has the right to provide Discovery with and hereby grants a limited license to Discovery to access all of Subscriber's data and networks necessary for Discovery to perform the Canvas Integration Services. The Canvas Integration Services are provided as is, and all warranties of any kind, including, without limitation, non-infringement, are hereby disclaimed to the fullest extent permitted by law. In no event shall Discovery be liable for any lost profits, business interruption, replacement service or other special, incidental, consequential, punitive or indirect damages, however caused and regardless of theory of liability resulting from its performance of Canvas Integration Services.



**EXHIBIT B
DISCOVERY EDUCATION, INC DATA SECURITY POLICY**

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event 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, and grade level), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) to whom Subscriber/Customer/Distributor herein gives Discovery written approval to disclose PII received from Subscriber/Customer/Distributor and its Users and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized User" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S. Department of Education, and are available at <http://www2.ed.gov/policy/gen/leg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:



- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees.
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable device or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely Destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

- a. **Sanctions:** Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.
- b. **System Monitoring:** Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. **Security Oversight:** Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. **Appropriate Access:** Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.
- e. **Employee Supervision:** Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.
- f. **Access Termination:** Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

2. Physical Safeguards

- a. **Access to PII:** Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. **Awareness Training:** On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. **Incident Response Plan:** Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.
- d. **Physical Access:** Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.



- e. **Physical Identification Validation:** Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
- f. **Operational Environment:** Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
- g. **Media Movement:** Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.

3. Technical Safeguards

- a. **Data Transmissions:** Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
- b. **Data Integrity:** Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
- c. **Logging off Inactive Users:** Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II (3)(h) of this Policy.

Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach should occur.

If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.



Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.

EXHIBIT “B”

SCHEDULE OF STUDENT DATA

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X		Place of Birth	
	Other application technology meta data-Please specify:			Gender	
Application Use Statistics	Meta data on user interaction with application	X		Ethnicity or race	
				Language information (native, preferred or primary language spoken by student)	
Assessment	Standardized test scores		Other demographic information-Please specify:		
	Observation data		Student school enrollment		
	Other assessment data-Please specify:	Internal Assessment Platform	Student grade level	X	
Attendance	Student school (daily) attendance data		Homeroom		
	Student class attendance data		Guidance counselor		
Communications	Online communications that are captured (emails, blog entries)	X	Specific curriculum programs		
			Year of graduation		
Conduct	Conduct or behavioral data		Other enrollment information-Please specify:		
Demographics	Date of Birth		Parent/Guardian Contact Information	Address	
				Email	X
				Phone	
			Parent/Guardian ID	Parent ID number (created	

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
	to link parents to students)			number	
				State ID number	
Parent/Guardian Name	First and/or Last			Vendor/App assigned student ID number	x
				Student app username	X
Schedule	Student scheduled courses			Student app passwords	X
	Teacher names				
			Student Name	First and/or Last	X
	English language learner information				
	Low income status				
	Medical alerts /health data		Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x Internal Assessment Platform
	Student disability information				
Special Indicator	Specialized education services (IEP or 504)				
	Living situations (homeless/foster care)		Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
	Other indicator information- Please specify:				
			Student Survey Responses	Student responses to surveys or questionnaires	
Student Contact Information	Address				
	Email				
	Phone		Student work	Student generated content; writing, pictures etc.	x
				Other student work data -	
Student Identifiers	Local (School district) ID	X			

Category of Data	Elements	Check if used by your system
	Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	Teacher First/Last Name, Teacher e-mail, Teacher username/password, Teacher ID, Teacher Interest, Grade Taught, Class Name, Class ID, Class Description, School Year, Class Grade, Class Subject

No Student Data Collected at this time _____.

*Contractor shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed

EXHIBIT “C”

DEFINITIONS

Contractor: For purposes of the Service Agreement, the term “Contractor” means Contractor of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Contractor” includes the term “Third Party Contractor” as used in the Student Data Protection Act and “Operator” as used in COPPA.

De-Identified Information (DII): De-Identification refers to the process by which the Contractor removes or obscures any Personally Identifiable Information (“PII”) from Education Records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Education Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Education Records are referred to as Student Data.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” has the same meaning as that found in U.C.A § 53E-9-301, and includes both direct identifiers (such as a student’s or other family member’s name, address, student number, or biometric number) and indirect identifiers (such as a student’s date of birth, place of birth, or mother’s maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Student Generated Content: The term “student-generated content” means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

R277-487, Public School Data Confidentiality and Disclosure: The implementing Rule authorized by Utah Constitution Article X, Section 3, which vests general control and supervision over public education in the Board, and further authorities the Board to make rules to establish student data protection standards for public education, pursuant to Subsection 53E-9-302(1) of the Utah Student Data Protection Act.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements

and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Student Data: Student Data means personally identifiable information, whether gathered by Contractor or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Education Records for the purposes of this Agreement, and for the purposes of Utah and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Contractor pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Contractor's services.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Contractor's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Contractor, who Contractor uses for data collection, analytics, storage, hosting or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: means presenting advertisements to a student where the advertisement is selected based on information obtained or inferred over time from that student's online behavior, usage of applications, or student data. Targeted advertising does not include advertising to a student (i) at an online location based upon that student's current visit to that location; or (ii) in response to that student's request for information or feedback, without retention of that student's online activities over time for the purpose of targeting subsequent ads.

Utah Student Data Protection Act (Utah Title 53E-9-301 through 53E-9-310): Means the applicable Utah regulations regarding student data, as further implemented by the Superintendent pursuant to R277-487.

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF STUDENT DATA

Wasatch County directs Discovery Education Inc. to dispose of data obtained by Contractor pursuant to the terms of the Service Agreement between LEA and Contractor. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u></p> <p>Disposition shall be:</p> <p>Extent of Disposition</p>	<p>_____ Partial. The categories of data to be disposed of are as follows:</p> <p>_____ Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u></p> <p>Disposition shall be by:</p> <p>Nature of Disposition</p>	<p>_____ Destruction or deletion of data.</p> <p>_____</p>
<p><u>Timing of Disposition</u></p> <p>Data shall be disposed of by the following date:</p> <p>Timing of Disposition</p>	<p>_____ As soon as commercially practicable</p> <p>_____ By (Insert Date) _____</p> <p>Special Instructions</p>

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Contractor

Date

Exhibit E
Intentionally Omitted