



Discovery Education Distribution Agreement (the “Agreement”) between Discovery Education, Inc. (“Discovery”) and the BOCES (“Distributor”)

Region: <u>Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES</u> Address: _____ Signature: <u>Michele A. Carpenter</u> Name: <u>Michele A. Carpenter</u> Title: <u>Assistant Superintendent for Business/DPO</u> Date: <u>6/6/2025</u>	Discovery Education, Inc. 4350 Congress Street, Suite 700 Charlotte, NC 28209 Signature: <u>Megan Haller</u> Name: <u>Megan Haller</u> Title: <u>Global Head of Operation</u> Date: <u>June 2, 2025</u>
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1. Subject to the terms and conditions of this Agreement, Discovery grants to Distributor the limited, non-exclusive, non-transferable right and license, during the Term (as defined below), to market and sublicense up to three (3) year subscriptions to the Discovery Education Services (“DE Services” as described below) to public schools located in the BOCES’ service area within the State of New York (the “Territory”). For the sake of clarity, no subscription shall extend beyond the Term of this Agreement. “DE Services” means, collectively, the Discovery Education Services and Pricing listed in Exhibit A of this agreement.
2. The subscribing schools and school districts (the “Subscribers”) within the Territory, and the educators, administrators, and students (except students in the case of the Discovery product known as “Mystery Science”) thereof enrolled in the school(s) (collectively, “Users”) shall have access during the Term to those DE Services in Exhibit A to which Subscriber has purchased a subscription (together, Subscriber’s “Subscription Package”). The Distributor and each Subscriber shall agree to and comply with Discovery Education Inc.’s Standard Terms of Service and License, located at <https://www.discoveryeducation.com/terms-and-conditions/> (“Standard Terms”). Distributor shall ensure that Subscribers and Users agree to and comply with the Standard Terms, as applicable.
3. **Term:** 7/01/2025, through and including 6/30/2028, (the “Term”).
4. **Fees:** The Distributor shall pay Discovery the Fees according to the Subscription Package the Subscriber orders. The Fees shall be calculated on a per-school basis as set forth in Exhibit A (the “Fees”).
5. **Purchase, Rate, and Downgrade Terms:** Public schools in the Territory or school districts may lock in certain pricing listed in the Services and Pricing section pursuant to the following dates. If a BOCES purchases a product on behalf of a school or district in the period beginning July 1, 2025 and ending June 30, 2026, then that school or district can lock in the 2025-2026 rates for that product until June 30, 2027. If a BOCES purchases a product on behalf of a school or district in the period beginning July 1, 2026 and ending June 30, 2027, then that school or district can lock in the 2026-2027 rates for that product until June 30, 2028. New Subscribers shall only have the option of purchasing Discovery Education Experience (DE.X) or Discovery Education Experience Bundle. Discovery Education Streaming (DES) can only be renewed by current DES Subscribers who possess a valid license during the 2025-26 school year. All pricing beginning July 1, 2025 through June 30, 2028 will be at the discretion of Discovery Education.
6. **Meetings and Marketing:** Distributor shall, at least twice per school year for each year of the Term, make all necessary arrangements for certain Discovery personnel (selected by Discovery in its sole discretion) to present within the Distributor’s Territory (the “Discovery Presentation”). The Distributor shall provide to Discovery a schedule and brief description of the upcoming meetings including the district personnel expected to be in attendance where a Discovery Presentation would be appropriate, and Discovery shall select, in its reasonable judgment and in coordination with the Distributor representative, which meetings to attend. Distributor shall market Discovery Education Services to schools in the Territory, using BOCES created materials or materials provided by Discovery for such purpose. Distributor shall use reasonable effort to provide two half (1/2) day user group trainings for Discovery Education Services to school district personnel in the Community.
7. **Payment of Fees:** The Distributor shall pay the Fees within 30 days of Distributor’s receipt of Discovery’s invoice. The Distributor will have the right to charge each subscribing school in its Territory a fee for the Subscription Package. While the Distributor has the primary responsibility to pay Discovery the Fees, if the Distributor fails to pay Discovery within 30 days of receipt of Discovery’s invoice, the Subscriber shall be liable and responsible for paying the Fees. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. Discovery reserves to take all actions allowed under law to recover such fees including bringing suit against the Distributor and/or the Subscriber to recover the Fees. In the event Discovery shall prevail in any such action, Discovery shall be entitled to recover its legal fees and costs.



8. **Adding Schools:** Distributor may add schools within its Territory to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a "School Notice," and which may be submitted in the form of a purchase order or email). Upon receipt of a School Notice, the schools referenced therein shall be added to this Agreement and their Licenses shall become effective. The term of the license for additional schools will be from the date they are added until the earlier of twelve (12) months later or June 30, 2028, the end of the Term. Fees for additional schools will be prorated based upon the number of months in the term of the License for such additional schools. The Fees for the additional schools shall be due and payable to Discovery no later than thirty (30) days after the commencement date. The Fees for any Renewal Term shall be at Discovery's then current, applicable rates, as provided by Discovery and in accordance with applicable law.
9. **Adding Services:** Discovery may add to or delete from the list of DE Services without a written or signed modification to this Agreement. If there are any additions or deletions, Discovery will notify Distributor via email and/or update the online version of the DE Services spreadsheet to which Distributor will have access.
10. **Entire Agreement:** This Agreement and its exhibits, together with the Standard Terms and any BOCES specific terms attached to this Agreement and signed by Discovery, constitute the complete and exclusive terms 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 (except in the case of adding or deleting DE Services as described in Section 9 above). In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms of this Agreement or the Standard Terms applicable to any DE Service. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then current Standard Terms, the terms of this Agreement shall control.

Please sign Exhibit B along with the signed Order Form.

EXHIBIT A

Discovery Education BOCES Services and Pricing 2025-2028

The Fees payable by Distributor to Discovery for each school's subscription Package shall be calculated on a per-school basis as set forth below:

Service	Discovery List Rates	2025 – 26 BOCES	2026 – 27 BOCES	2027 – 28 BOCES
Discovery Education Experience K-8	\$4,000	\$2,500	\$2,600	\$2,600
Discovery Education Experience K-12 or 9-12	\$4,000	\$2,785	\$2,800	\$2,800
Discovery Education Experience – Per Student Rate (only available for district wide purchase)	N/A	\$5.75	\$6.00	\$6.00
DE Science K8 (Renewals only)**	\$1,995	\$1,695**	\$1,695**	\$1,695
Pivot Interactives (Per Seat – minimum 10 seats. Not available for proration)	\$6.00	\$5.75	\$5.75	\$5.75
PROFESSIONAL DEVELOPMENT				
On site PD Session (One 6-hour session for up to 25 participants)	\$3,750	\$3,250	\$3,250	\$3,250
Virtual Hourly Professional Development: 2 Hours	\$1,500	\$1,300	\$1,300	\$1,300
Virtual Hourly Professional Development: 4 Hours	\$3,000	\$2,400	\$2,500	\$2,500
Virtual Hourly Professional Development: 48 Hours + 4 hours free = 52 hours	\$22,000	\$22,000	\$22,000	\$22,000
TECHBOOKS				
Science Techbook K-8 (National/Classic)	\$10.50	\$10	\$10	\$10

Science Techbook 9-12 (National/Classic)	\$11.50	\$10	\$10	\$10
Science Techbook Middle School (Modular) - site	\$7,000	\$6,500	\$6,500	\$6,500
Science Techbook Middle School (Modular) - student	\$18	\$15.50	\$15.50	\$15.50
Social Studies Techbook 6-8 - student	\$10.50	\$10	\$10	\$10
Social Studies Techbook 9-12 - student	\$11.50	\$10	\$10	\$10
Social Studies Techbook - site	\$4,200	\$3,780	\$3,780	\$3,780
Math Techbook 6-8	\$10.50	\$10	\$10	\$10
Math Techbook 9-12	\$11.50	\$10	\$10	\$10
Bundles Math (6-8), Science (National/Classic K-8)- per site	\$9,975	\$7,000	\$7,000	\$7,000
Bundles, Math (9-12) Science (Classic 9-12)- per site	\$9,500	\$7,285	\$7,285	\$7,285
Bundles Math, Science (National/Classic)- per student	\$20	\$15	\$15	\$15
Bundles Social Studies- per site	\$9,975	\$5,910	\$6,000	\$6,000
Bundles Social Studies- per student	\$17	\$13.50	\$13.50	\$13.50
Additional TB bundle site Math, Science (National/Classic)	\$5,775	\$4,500	\$4,500	\$4,500
Additional TB bundle site Social Studies	\$8,400	\$4,500	\$4,500	\$4,500
Science Techbook Middle School (Modular) Bundle - per site	\$11,000	\$8,250	\$8,250	\$8,250
Science Techbook Middle School (Modular) Bundle - student	\$24	\$18	\$18	\$18
Print	--	Current Discovery Education listed rates	Current Discovery Education listed rates	Current Discovery Education listed rates
Kits	--	Current Discovery Education listed rates	Current Discovery Education listed rates	Current Discovery Education listed rates

MYSTERY SCIENCE* *Not available for prorations				
Standard (200+ students) Per building cost	\$1,999	\$1,195	\$1,225	\$1,300
Small School (100 - 199 students) Per building cost	\$945	\$795	\$815	\$825
Microschool (1 - 99 students) Per building cost	\$425	\$299	\$325	\$350
Grades K - 1 Pack (Requires Pack Shipping)	\$380	\$380	TBD	TBD
Grades 2 - 5 Pack (Requires Pack Shipping)	\$520	\$520	TBD	TBD
Pack Shipping (Requires Pack Shipping)	\$35	Included in Pack Pricing	TBD	TBD

EXHIBIT B



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Contract Addendum
Protection of Student, Teacher, and Principal Data

1. Applicability of this Addendum

The Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES (“BOCES”), an educational agency, and Discovery Education, Inc. (“Vendor”) are parties to a contract dated _____ (“the underlying contract”) governing the terms under which BOCES accesses, and Vendor provides, Discovery Education Experience, Techbooks, STEM Connect, DE Science, Mystery Science (“Product”). BOCES’ use of the Product results in Vendor receiving student, teacher, or principal personally identifiable information as defined in federal and state statute, including New York Education Law Section 2-d and this Addendum. The terms of this Addendum shall amend and modify the underlying contract and shall have precedence over terms set forth in the underlying contract and any online Terms of Use or Service published by Vendor.

2. Definitions

2.1 “Assignee” and “Subcontractor” shall each mean any person or entity that receives, stores, or processes “Protected Information” covered by this Contract from Vendor for the purpose of enabling or assisting Vendor to deliver the product or services covered by this Contract.

2.2 “This Contract” means the underlying contract as modified by this Addendum.

2.3 “Protected Information”, as applied to student data, means “personally identifiable information” as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act (FERPA) where that information is received by Vendor from BOCES or is created by the Vendor’s product or service in the course of being used by BOCES. “Protected Information”, as applied to Teacher or Principal Data means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

2.4 "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.

3. Vendor Status

Vendor acknowledges that for purposes of New York State Education Law Section 2-d it is a third-party contractor, and that for purposes of any Protected Information that constitutes education records under the Family Educational Rights and Privacy Act (FERPA) it is a school official with a legitimate educational interest in the educational records.

4. Confidentiality of Protected Information

Vendor agrees that the confidentiality of Protected Information that it receives, processes, or stores will be handled in accordance with all state and federal laws that protect the confidentiality of Protected Information, and in accordance with the BOCES Policies on Data Security and Privacy and the Parent's Bill of Rights for Data Privacy and Security, copies of which are Attachment B to this Addendum.

5. Vendor Employee Training

Vendor agrees that any of its officers or employees, and any officers or employees of any Assignee of Vendor, who have access to Protected Information will receive training on the federal and state law governing confidentiality of such information prior to receiving access to that information.

6. No Use of Protected Information for Commercial or Marketing Purposes

Vendor warrants that Protected Information received by Vendor from BOCES or by any Assignee of Vendor, shall not be sold or used for any commercial or marketing purposes; shall not be used by Vendor or its Assignees for purposes of receiving remuneration, directly or indirectly; shall not be used by Vendor or its Assignees for advertising purposes; shall not be used by Vendor or its Assignees to develop or improve a product or service; and shall not be used by Vendor or its Assignees to market products or services to students.

7. Ownership and Location of Protected Information

7.1 Ownership of all Protected Information that is disclosed to or held by Vendor shall remain with BOCES. Vendor shall acquire no ownership interest in education records or Protected Information.

7.2 BOCES shall have access to the BOCES' Protected Information at all times through the term of this Contract. BOCES shall have the right to import or export Protected Information in piecemeal or in its entirety at their discretion, upon request from Vendor.

7.3 Vendor is prohibited from data mining, cross tabulating, and monitoring data usage and access by BOCES or its authorized users or performing any other data analytics

other than those required to provide the Product to BOCES. Vendor is allowed to perform industry standard back-ups of Protected Information.

Documentation of back-up must be provided to BOCES upon request.

7.4 All Protected Information shall remain in the United States (CONUS) . Any Protected Information stored, or acted upon, must be located solely in data centers in CONUS . Services which directly or indirectly access Protected Information may only be performed from locations within CONUS . All helpdesk, online, and support services which access any Protected Information must be performed from within CONUS .

8. Purpose for Sharing Protected Information

The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the product or services that are the subject of this Contract to BOCES.

9. Downstream Protections

Vendor agrees that, in the event that Vendor subcontracts with or otherwise engages another entity in order to fulfill its obligations under this Contract, including the purchase, lease, or sharing of server space owned by another entity, that entity shall be deemed to be an "Assignee" of Vendor for purposes of Education Law Section 2-d, and Vendor will only share Protected Information with such entities if those entities are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable New York State and federal laws.

10. Protected Information and Contract Termination

10.1 The expiration date of this Contract is defined by the underlying contract.

10.2 Upon expiration of this Contract without a successor agreement in place and upon request, Vendor shall assist BOCES in securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities.

10.3 Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.

10.4 To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers removed) derived from Protected Information, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

10.5 Upon request, Vendor and/or its subcontractors or assignees will provide a certification to BOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.

11. Data Subject Request to Amend Protected Information

11.1 In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by the BOCES for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).

11.2 Vendor will cooperate with BOCES in retrieving and revising Protected Information, but shall not be responsible for responding directly to the data subject.

12. Vendor Data Security and Privacy Plan

12.1 Vendor agrees that for the life of this Contract the Vendor will maintain the administrative, technical, and physical safeguards described in the Data Security and Privacy Plan set forth in Attachment C to this Contract and made a part of this Contract.

12.2 Vendor warrants that the conditions, measures, and practices described in the Vendor's Data Security and Privacy Plan:

- a. align with the NIST Cybersecurity Framework 1.0;
- b. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
- c. outline how the Vendor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with the BOCES data security and privacy policy (Attachment B);
- d. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under this Contract;
- e. demonstrate that it complies with the requirements of Section 121.3(c) of this Part;
- f. specify how officers or employees of the Vendor and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;

- g. specify if the Vendor will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;
- h. specify how the Vendor will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify BOCES; and
- i. describe whether, how and when data will be transitioned to a successor contractor, at BOCES' option and direction, upon request, deleted or destroyed by the Vendor when the contract is terminated or expires.

13. Additional Vendor Responsibilities

Vendor acknowledges that under Education Law Section 2-d and related regulations it has the following obligations with respect to any Protected Information, and any failure to fulfill one of these statutory obligations may subject the vendor to a monetary civil penalty and shall be a breach of this Contract:

- 13.1 Vendor shall limit internal access to Protected Information to those individuals and Assignees or subcontractors that need access to provide the contracted services;
- 13.2 Vendor will not use Protected Information for any purpose other than those explicitly authorized in this Contract;
- 13.3 Vendor will not disclose any Protected Information to any party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Contract or to the BOCES unless (1) Vendor has the prior written consent of the parent or eligible student to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to BOCES no less than three (3) business day prior to disclosure, unless such notice is expressly prohibited by the statute or court order;
- 13.4 Vendor will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;
- 13.5 Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- 13.6 Vendor will notify the BOCES of any breach of security resulting in an unauthorized release of student data by the Vendor or its Assignees in violation of state or federal law, or of contractual obligations relating to data privacy and

security in the most expedient way possible and without unreasonable delay but no more than ten calendar days after the discovery of the breach; and

13.7 Where a breach or unauthorized disclosure of Protected Information is attributed to the Vendor, the Vendor shall pay for or promptly reimburse BOCES for the full cost incurred by BOCES to send notifications required by Education Law Section 2-d.

Dated: June 2, 2025

Michele A. Carpenter

For the Jefferson-Lewis BOCES

Signed by:
Megan Haller
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For the Vendor



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Attachment A - Supplemental Information about this Contract

CONTRACTOR	Discovery Education
PRODUCT	Discovery Education Experience, Science Techbook, STEM Connect, Mystery Science
PURPOSE DETAILS	<p>The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the product or services that are the subject of this Contract to BOCES.</p> <p>The product or services are used to provide streaming and instructional materials for school districts.</p>
SUBCONTRACTOR DETAILS	<p>Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable New York State and federal laws.</p>

<p>DATA DESTRUCTION INFORMATION</p>	<p>The agreement expires June 30, 2028</p> <p>Upon expiration of this Contract without a successor agreement in place and upon request, Vendor shall assist BOCES in securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.</p>
<p>DATA ACCURACY INFORMATION</p>	<p>In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by the DISTRICT for amendment of education records under the Family Education Rights and Privacy Act.</p>

Dated: June 2, 2025

Michele A. Carpenter
For the Jefferson-Lewis BOCES

Signed by:
Megan Haller
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For the Vendor

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Attachment B - Parents' Bill of Rights for Data Privacy and Security and BOCES

Data Security Policy

Pursuant to New York State Education Law §2-d, parents, legal guardians and persons in parental relation to a student, as well as eligible students, defined as those students who are eighteen years or older, are entitled to certain rights with regard to their child's personally identifiable information (PII), as defined by Education Law §2-d. Jefferson-Lewis BOCES Policy 6001 contains a plain English summary of such rights. Vendor specifically acknowledges receipt of Parents' Bill of Rights for Data Privacy and Security and BOCES Data Security Policy, which are attached hereto, and understands its legal obligations as provided therein.

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/715933/4243_-_DATA_PRIVACY_AND_SECURITY_POLICY.pdf

https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/457572/6001_-_PARENTS_BILL_OF_RIGHTS_FOR_DATA_PRIVACY_AND_SECURITY_POLICY_10-21.pdf

Dated: June 2, 2025 _____

Michela A. Carpenter

For the Jefferson-Lewis BOCES

Signed by:
Megan Haller
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For the Vendor

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Attachment C – Vendor's Data Security and Privacy Plan

The BOCES Parents Bill of Rights for Data Privacy Security, receipt of which is acknowledged as Attachment B to this Addendum, is incorporated into and made a part of this Data Security and Privacy Plan.

<https://www.discoveryeducation.com/privacy-policy/>

Dated: June 2, 2025 _____

For the Jefferson-Lewis BOCES
Michelle A. Carpenter

For the Vendor Signed by:
Megan Haller
_____ D661C3CCF063464...

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