APPENDIX B

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	**Discovery Education, Inc.**
Description of the purpose(s) for which Contractor will receive/access PII	**To provide digital educational services such as Discovery Education Experience, Mystery Science, Pivot Interactives, Science, Math and Social Studies Techbook, and Professional Development.**
Type of PII that Contractor will receive/access	Check all that apply: ☒Student PII for Discovery Education; but Mystery Science does not collect Student Data. ☐ APPR Data
Contract Term	Contract Start Date **July 1, 2025** Contract End Date **June 30, 2028**
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) ☐ Contractor will not utilize subcontractors. ☒ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract and upon request of Nassau BOCES, Contractor shall securely delete and destroy Student Data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting Nassau BOCES. If a correction to data is deemed necessary, Nassau BOCES will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving Nassau BOCES' written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other:

	Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: **Only authorized employees with role-based access control/privileges can view unencrypted district data. Discovery Education employs a role-based authentication system and system setting privileges follow suit. Account administrators have capabilities to control content (title exclusion), student access (search and search filters), download permissions and restrictions, as well as user management for the entire account. Site administrators have the same privileges for their site. Teachers may control their individual user profiles and manage classrooms and student user accounts. Only administrators may run reports within the administrative interface to see usage by user. In combination with periodic security risk assessments, Discovery Education 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 Education also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention. Discovery Education gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery Education uses this information to update and improve its risk assessment strategy and control processes. In the event of an actual data breach, there is a comprehensive cybersecurity incident response plan in place that includes communication to relevant parties.**
Encryption	Data will be encrypted while in motion and at rest.

CONTRACTOR	
Signature:	Signed by: Megan Haller D661C3CCF063464...
Printed Name:	**Megan Haller**
Title:	**EVP, Global Operations**
Date:	May 8, 2025