



AGREEMENT TO EXTEND DATA SECURITY AND PRIVACY PLAN

WHEREAS, Discovery Education having offices at 4350 Congress St., Ste 700, Charlotte NC 28209
(hereinafter the "Contractor") and Rockland BOCES, having offices at 65 Parrott Rd, West Nyack, NY 10944 (hereinafter the "School District") agreed upon a Data Security and Privacy Plan that was signed on behalf of Contractor on 9/16/2022 and signed on behalf of the School District on n/a (hereinafter the "Plan"); and

NOW, IT IS HEREBY AGREED AND STIPULATED by and between the Contractor and the School District, for good and value consideration the exchange of which is acknowledged by the parties, that:

1. The plan is re-adopted and extended for the period July 1, 2024 through June 30, 2025 (the 2024-2025 school year) with all terms and conditions tethering remaining in full force and effect.
2. The Plan shall be deemed to be a part of the renewed Agreement(s) for services between the Contractor and the School Districts applicable during the 2024-2025 school year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to Extend the Data Security and Privacy Plan on the dates filled in below.

Rockland BOCES
SCHOOL DISTRICT



Signature

Ronald Hansen

Print Name

Assistant Superintendent
Business and Operations

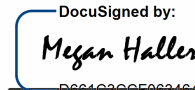
Print Title

8/18/24

Date

Discovery Education

CONTRACTOR

DocuSigned by:


Signature

Megan Haller

Print Name

Global Head of Operations

Print Title

June 19, 2024

Date



AGREEMENT TO EXTEND DATA SECURITY AND PRIVACY PLAN

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Rockland BOCES

Signature

Ronald Hansen
Assistant Superintendent
Business and Operations

Date

Contractor

DocuSigned by:


Signature

78B6C33846AB459...
Travis Barrs

Print Name

Global Head of Operations

Title

June 4, 2023

Date



DATA PRIVACY CONTRACTOR AGREEMENT

This Data Privacy Contractor Agreement dated this day of July 31 2020 (hereinafter "Agreement") is by and between Rockland Board of Cooperative Educational Services with its principal place of business located at 65 Parrott Road, West Nyack, New York 10994 (the "BOCES") and Discovery Education, Inc. (the "Contractor"), with its principal place of business located at 4350 Congress Street, Suite 700, Charlotte, North Carolina 28209, a contractor performing institutional services and functions that will require student/staff data to perform those services and functions.

1. Contractor and the BOCES have contracted for the Contractor to provide Digital Education Services, pursuant to the BOCES Purchase Contract ("the Services"), which are institutional services and functions, to the BOCES. In the course of performing the Services, Contractor will obtain confidential student/staff records or confidential student/staff record information that contain personally identifiable student/staff records, data, or personally identifiable information and other non-public information, including, but not limited to student/staff data, metadata, and user content ("Data Files"). The BOCES and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the New York State Education Law § 2-d and Part 121 of the Regulations of the New York State Commissioner of Education. The Data Files will be used by the Contractor and its employees to populate student/staff data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files and that the defined term "Data Files" as used herein shall refer to individual data points defined above, all student/staff data collectively, or any portions or copies thereof. The ability to access or maintain Data Files under this Agreement shall not under any circumstance transfer from Contractor to any other party.

2. Contractor acknowledges and agrees that it is providing Institutional services or functions for the BOCES and that it is under direct control of the BOCES with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by the BOCES and the BOCES reserves the right to request the prompt return of any portion of the Data Files or all Data Files at any time for any reason. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files, including without limitation, any student/staff data, meta data, user content or other non-public information, or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files, Including without limitation, any student/staff data, meta data, user content or other non-public information, or personally identifiable information contained in the Data Files, without the express written consent of the BOCES. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files, including without limitation, any student/staff data, metadata, user content or other non-public information, and personally identifiable information contained in the Data Files and that Contractor and its employees shall protect the confidentiality of the Data Files in such a way that parties other than officials of the BOCES and their authorized agents cannot identify any student/staff.

3. Contractor also acknowledges and agrees to:

DISCLOSURE

- use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with the BOCES.

- not share the Data Files received under this Agreement with any other entity without prior written approval from the BOCES and the prior written approval of the parent/guardian of the student or eligible student or staff
- not use, disclose, compile, transfer, or sell the Data Files to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer, or sell the Data Files
- cooperate fully with the BOCES and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Contractor or delivery of Services to student/staff and the BOCES, and shall provide full access to Contractor's facilities, staff, agents and the BOCES Data Files and all records pertaining to the Contractor, the BOCES Data Files, and delivery of Services to the BOCES. Material failure to cooperate shall be deemed a material breach of this Agreement
- not assign, subcontract, or in any way transfer any interest in this Agreement without the prior written consent of the BOCES

PROTECTION

- use reasonable methods, including but not limited to, appropriate technical, physical, and administrative safeguards, that reflect technology standard practices and are consistent with industry standards, to protect the Data Files from re-disclosure that are created, sent, received, stored, processed, or transmitted in connection with the Services under this Agreement while the Data Files are at rest or in transit. Contractor further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

- not copy, reproduce, or transmit the Data Files, except as necessary to fulfill the Services.
- maintain backup copies of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files.

USE

- not re-disclose, transfer, or sell the Data Files.
- not to use the Data Files to market or otherwise advertise directly to students or their parents/guardians.
- not to use the Data Files to inform, influence or guide marketing or advertising efforts or to develop a profile of a student/staff or group of student/staff for any commercial or other purposes.
- not to use the Data Files contained therein for the development of commercial products or services.
- not to mine the Data Files for any purposes other than those agreed to by the parties.

Contractor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.
- Contractor acknowledges and agrees that de-identified BOCES Data Files are defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student/staff or the student/staff's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state, or local school

identification numbers. Contractor acknowledges and agrees not to attempt to re-identify de-identified BOCES Data Files and not to transfer de-identified BOCES Data Files to any party.

BREACH

- notify the BOCES in writing within five (5) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual student/staff that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in state and federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files, including personally identifiable information and agrees to provide the BOCES, upon request, with a copy of said written incident response plan.

ACCESS

- not provide any Data Files to any party ineligible to receive student/staff records or student/staff record data and Information protected by FERPA New York State

Education Law § 2-d and Part 121 of the Regulations of the New York State Commissioner of Education or prohibited from receiving the Data Files or any personally identifiable information from any entity under 34 CFR 99.31(a)(6)(iii).

- upon receipt of a request from the BOCES, promptly provide the BOCES with any specified portion of the Data Files within five (5) calendar days of receipt of said request.
- upon receipt of a litigation hold request from the BOCES, immediately implement a litigation hold and preserve all documents and data relevant identified by the BOCES and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of, or relevant to the litigation hold.
- upon receipt of a request from the BOCES, allow the BOCES to audit once per calendar year, the security and privacy measures that are in place to ensure protection of the Data Files.

RETURN DESTRUCTION

- Upon receipt of a request from the BOCES, promptly begin the process of erasing or otherwise destroying any Data Files, whether in digital, archival or physical form, within thirty days of receipt of said request. This shall include, without limitation, any copies of the Data Files that may reside in system backups, temporary files, or other storage media and or are otherwise still in Contractor's possession or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Contractor, its subcontractors, and agents are no longer in possession of

any student/staff data belonging to the BOCES and to ensure that the Data Files cannot be recovered and are securely destroyed within thirty (30) calendar days of receipt of the BOCES's request. Contractor also will provide the BOCES with written certification, including an inventory of its Data Files destruction, within thirty (30) days of its receipt of the BOCES request for destruction of Data Files.

- in the event of the Contractor's cessation of operations, promptly erase or otherwise destroy any Data Files, whether in digital, archival, or physical form. This shall include, without limitation, any copies of the Data Files that may reside in system backups, temporary files, or other storage media and or are otherwise still in Contractor's possession or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Contractor, its subcontractors, and agents are no longer in possession of any student/staff data belonging to the BOCES and to ensure that the Data Files cannot be recovered and are securely destroyed. Contractor also will provide the BOCES with written certification, upon BOCES request for written certification, including an Inventory of its Data Files destruction. within thirty (30) days of request.
 - in the event that the Contractor or any of its subcontractors or agents to which the Contractor may have transferred Data Files has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files that are contained therein are sanitized, erased, or otherwise destroyed. Contractor also will provide the BOCES with written certification, including an inventory of its Data Files destruction, within fifteen days of any such occurrence.
- delete the BOCES Data Files that it collects or receives under this Agreement once the

Services referenced in this Agreement lapses.

DATA STORAGE

- to store and process BOCES data files only in the continental United States.

4. Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of New York and maintaining safeguards for personal information. Further, the Contractor hereby certifies under the penalties of perjury that it shall fully comply with the provisions of FERPA and regulations promulgated thereunder and New York student/staff records law and regulations, including without limitation, New York State Education Law § 2-d, and Part 121 of the Regulations of the New York State Commissioner of Education and to fully protect the confidentiality of any student/staff data, meta data, user content or other non-public information, and personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and student/staff record information from unauthorized access, destruction, use, modification, disclosure, or loss. Contractor also represents and warrants that if the Data Files are to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement, research study, or project to ensure that no personal information or student/staff record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have

purchased locks for all laptops and mobile electronic devices and has a protocol in place to ensure use by employees.

5. Contractor represents, warrants and agrees that its terms of service/terms and conditions of use, license agreement, and privacy policies dated as of the date of this Agreement shall be amended as it relates to the Services as follows:

(i) Any provision in the Contractor's terms of service, terms and conditions of use, license agreement, and privacy policies that require that the BOCES, as a user, to carry insurance coverage are hereby deleted in their entirety.

(ii) The laws of the State of New York shall govern this Agreement and the parties agree to be bound by the laws of the State of New York In the resolution of any dispute concerning any of the terms and conditions of this Agreement and consent to the jurisdiction of the trial courts in Rockland County, New York for any actions arising out of or related to this Agreement. Any governing law and or choice of law provisions in the Contractor's terms of service, terms and conditions of use, and license agreement, and privacy policies which are to the contrary are hereby deleted in their entirety.

6 All rights shall remain the exclusive property of the BOCES or the student/staff, as applicable, and Contractor as a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give the Contractor any rights, implied or otherwise, to Data Filesexcept as expressly stated in this Agreement. This includes, without limitation, the right to sell or trade the Data Files. The designated representative for the Contractor for this Agreement is:

Megan Foster and

The designated representative for the BOCES for this Agreement is:

7. The Contractor shall be liable for any and all damages, costs and attorneys' fees which the BOCES may incur as a result of any third party claims, suits and judgments against the BOCES which arise out of the acts or omissions of the Contractor, its employees, servants, representatives or agents during the term of this Agreement.

8. No delay or omission of the BOCES to exercise any right hereunder shall be construed as a waiver of any such right and the BOCES reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

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

10. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives.

**ROCKLAND BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

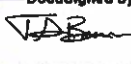
By


Name: Peggy Zugibe

Title: President

DISCOVERY EDUCATION, INC.

By

DocuSigned by:

78B0C33B48AB45B
Name: Travis Barrs

Title: COO

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Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Melissa Bearor

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4350 Congress St, Suite 700

Envelope Stamping: Enabled

Charlotte, NC 28209

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

MBearor@Discoveryed.com

IP Address: 71.246.245.139

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Holder: Melissa Bearor

Location: DocuSign

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MBearor@Discoveryed.com

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Kim Luong

KLuong@discoveryed.com

Paralegal

Discovery Education

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Signed: 6/19/2024 1:18:33 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Megan Haller

MHaller@discoveryed.com

Global Head of Operations

Discovery Education

Signing Group: Final Signer: DE Signatory

Security Level: Email, Account Authentication
(None)

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Signed: 6/19/2024 6:21:49 AM

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