BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

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Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the educational Agency (EA) 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.
PII Declaration	**Does your organization/software collect student personally identifiable information (PII) or staff PII?** Examples of student PII: a. The student's name; b. The name of the student's parent or other family members; c. The address of the student or student's family; d. A personal identifier, such as the student's social security number, student number, or biometric record; e. Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name; Examples of staff APPR PII: a. Teacher Id, Social Security Number, Employee Number, Biometric Record b. Name, Mother's Maiden Name, Parent's Name c. Birthdate, Place of Birth, Address d. Gender, Race, Salary ☐ IF YOUR ORGANIZATION/SOFTWARE DOES NOT COLLECT PII, CHECK THIS BOX AND SKIP TO THE BOTTOM, SIGN AND SUBMIT. If you collect the PII information above, please complete the remainder of this form.
Description of the purpose(s) for which Contractor will receive/access PII	To provide digital educational products.
Type of PII that Contractor will receive/access	Check all that apply: X Student PII ☐ APPR PII

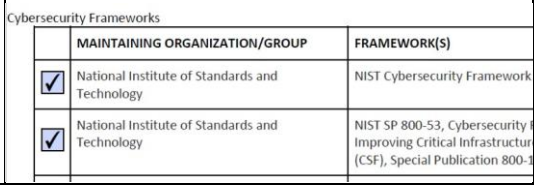
Contract Term	Contract Start Date 7/01/2025 Contract End Date 6/30/2028
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed 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, Contractor shall: • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's 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'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state**. While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	The Contractor uses a variety of approaches and technologies to ensure risks and incidents are appropriately detected, assessed, and mitigated on an ongoing basis. In combination with periodic security risk assessments, the Contractor assesses the effectiveness of controls/performances, including intrusion monitoring and data loss prevention. The Contractor gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. The Contractor 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.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Based on Discovery Education's security risk assessments and ongoing security monitoring, 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. Discovery Education has a comprehensive vulnerability management program that includes regular automated scans, and a suite of cybersecurity tools including endpoint protection and firewalls, with 24/7 monitoring provided by a Managed Security Services Provider (MSSP).

3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Security awareness training is conducted on an quarterly basis. Technical staff must complete additional security awareness training tied to OWASP best practices. Simulated phishing tests are conducted on a monthly basis and those who are prone to phishing attack are enrolled in additional training.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	The Contractor employees and any subcontractors are bound by the Discovery Education's Data Privacy found here: https://www.discoveryeducation.com/data-%20protection-addendum/
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	The Contractor uses a variety of approaches and technologies to ensure risks and incidents are appropriately detected, assessed, and mitigated on an ongoing basis. In combination with periodic security risk assessments, the Contractor assesses the effectiveness of controls/performances, including intrusion monitoring and data loss prevention. The Contractor gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. The Contractor 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.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Upon termination or expiration of the contract and at the request of the EA, the Vendor will destroy/delete student data.
7	Describe your secure destruction practices and how certification will be provided to the EA.	Upon termination or expiration of the contract and at the request of the EA, the Contractor will destroy/delete student data using a NIST 800-88 compliant method. Upon District request, Contractor shall provide certification of data destruction.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	The comprehensive Contractor's Data Privacy can be found here: https://www.discoveryeducation.com/data-%20protection-addendum/
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1	 Cybersecurity Frameworks MAINTAINING ORGANIZATION/GROUP: National Institute of Standards and Technology — FRAMEWORK(S): NIST Cybersecurity Framework National Institute of Standards and Technology — NIST SP 800-53, Cybersecurity … Improving Critical Infrastructur… (CSF), Special Publication 800-…

Western Suffolk BOCES Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.

3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.

4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.

5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to: dpo@wsboces.org . (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.

7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

CONTRACTOR	
[Signature]	Signed by: Megan Haller D661C3CCF863464...
Megan Haller	
EVP, Global Ops	
Date:	July 8, 2025