



**Subscriber Agreement ("Agreement")  
made as of 05/30/2019 between Discovery Education, Inc. ("Discovery") and  
MOUNTAIN VIEW - WHISMAN SCHOOL DISTRICT, CA ("Subscriber")**

1. 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 hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming Plus and Discovery Education STEM Connect via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education STEM Connect as set forth in the Subscription Services Terms of Use located at [http://www.discoveryeducation.com/aboutus/terms\\_of\\_use.cfm](http://www.discoveryeducation.com/aboutus/terms_of_use.cfm), as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").

In connection with and subject to the licenses granted herein, (the "Subscriber License"), Subscriber agrees to purchase, and Discovery agrees to provide, the professional development services as further set forth in Exhibit B attached hereto.

2. The "Term" shall be 07/01/2019 through and including 06/30/2023 as further set forth below:

"Period 1" shall mean the period 07/01/2019 through and including 06/30/2020

"Period 2" shall mean the period 07/01/2020 through and including 06/30/2021

"Period 3" shall mean the period 07/01/2021 through and including 06/30/2022

"Period 4" shall mean the period 07/01/2022 through and including 06/30/2023

3. The pricing for this license (the "Fees") shall be as follows:

**Discovery Education Services - Period 1**

Quantity	Service Description
9	Discovery Education Streaming Plus HS License
9	Discovery Education STEM Connect License
	<b>Discovery Education Professional Development</b>
1	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Administrator Professional Learning
5	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 2 participants Administrator Job-Embedded Instructional Support
3	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Teacher Professional Learning
5	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Teacher Professional Learning: NGSS Overview for Elementary Teachers
18	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 3 participants Teacher Job-Embedded Instructional Support
	<b>Total: \$146,400.00</b>



**Discovery Education Services - Period 2**

Quantity	Service Description
9	Discovery Education Streaming Plus HS License
9	Discovery Education STEM Connect License
<b>Discovery Education Professional Development</b>	
2	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Administrator Professional Learning
10	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 2 participants Administrator Job-Embedded Instructional Support
5	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Teacher Professional Learning
30	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 3 participants Teacher Job-Embedded Instructional Support
<b>Total: \$191,400.00</b>	

**Discovery Education Services - Period 3**

Quantity	Service Description
9	Discovery Education Streaming Plus HS License
9	Discovery Education STEM Connect License
<b>Discovery Education Professional Development</b>	
2	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Administrator Professional Learning
10	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 2 participants Administrator Job-Embedded Instructional Support
5	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Teacher Professional Learning
30	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 3 participants Teacher Job-Embedded Instructional Support
<b>Total: \$191,400.00</b>	

**Discovery Education Services - Period 4**

Quantity	Service Description
9	Discovery Education Streaming Plus HS License
9	Discovery Education STEM Connect License
<b>Discovery Education Professional Development</b>	
1	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Administrator Professional Learning
5	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 2 participants Administrator Job-Embedded Instructional Support
5	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 25 participants Teacher Professional Learning
30	One On-Site Session (Up to 6 hours) w/ 1 PD Specialist for up to 3 participants Teacher Job-Embedded Instructional Support
<b>Total: \$173,400.00</b>	

**Grand Total \$702,600.00**

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



4. The Fees for Streaming Plus and STEM Connect are non-cancellable and are due and payable as follows:

\$50,400.00 due no later than 08/01/2019  
\$50,400.00 due no later than 08/01/2020  
\$50,400.00 due no later than 08/01/2021  
\$50,400.00 due no later than 08/01/2022

The Fees are due and payable to Discovery as set forth above, provided, that, if sufficient funds have not been approved for any period of the Term other than Period 1 by the School Board, or other such applicable authority, upon written notice from Subscriber to Discovery of such insufficient funds, by facsimile to (855) 495-6542 (Attn: Legal Counsel), no later than the June 1 immediately preceding each such period, Subscriber shall not be required to pay the Fees for such period and this Agreement shall terminate at the end of the then-current period. Such prior written notice shall state that the lack of appropriated funds is the reason for termination. Subscriber shall be liable for payment of all services delivered prior to the date of termination.

The Fees for the Professional Development services are due and payable no later than 30 days after receipt of invoice. Invoices will be sent at the end of each month for any and all professional development services delivered during the previous month.

5. The professional development shall take place on such date(s), time(s) and place(s) to be mutually agreed to by the parties.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement 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. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
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 C, and (iii) Exhibit D.



8. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

9. **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
- 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.nsopw.gov/>
- A local or state fingerprinting check, as requested by Subscriber

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.

10. 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.

11. This Agreement 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.

MOUNTAIN VIEW - WHISMAN SCHOOL DISTRICT

DISCOVERY EDUCATION, INC.

By: \_\_\_\_\_  
(Signature Required)

By: \_\_\_\_\_  
(Signature Required)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Ref. No. Q-00162760



EXHIBIT A  
LICENSED SCHOOLS

SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	STREAMING PLUS	STEM CONNECT
BENJAMIN BUBB ELEMENTARY SCHOOL	525 HANS AVE, MOUNTAIN VIEW, CA, 94040-3182	K - 05	571	X	X
EDITH LANDELS ELEMENTARY SCHOOL	115 W DANA ST, MOUNTAIN VIEW, CA, 94041-1499	K - 05	534	X	X
FRANK L HUFF ELEMENTARY SCHOOL	253 MARTENS AVE, MOUNTAIN VIEW, CA, 94040-3220	K - 05	605	X	X
GABRIELA MISTRAL ELEMENTARY SCHOOL	505 ESCUELA AVE, MOUNTAIN VIEW, CA, 94040-2006	K - 05	389	X	X
JOSE ANTONIO VARGAS ELEMENTARY	220 N. WHISMAN RD., MOUNTAIN VIEW, CA, 94043	K - 05	300	X	X
MARIANO CASTRO ELEMENTARY SCHOOL	505 ESCUELA AVE, MOUNTAIN VIEW, CA, 94040-2006	K - 05	253	X	X
MONTA LOMA ELEMENTARY SCHOOL	460 THOMPSON AVE, MOUNTAIN VIEW, CA, 94043-2740	K - 05	448	X	X
STEVENSON PACT ELEMENTARY SCHOOL	750B SAN PIERRE WAY, MOUNTAIN VIEW, CA, 94043-3133	K - 05	391	X	X
THEUERKAUF ELEMENTARY SCHOOL	1625 SAN LUIS AVE, MOUNTAIN VIEW, CA, 94043-3147	K - 05	369	X	X

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT



EXHIBIT B

Mountain View Whisman School District - CA

Description of Professional Development Services: Science Techbook and STEM PD

Audience	Professional Development Components
<p><b>Period 1</b>  <b>Administrator Professional Learning</b>            One (1) Session1 (up to 6 Hours per Session)            Maximum 25 Administrators per Session            Total: <u>1</u> PD Specialist</p>	<p>A Discovery Education Specialist will provide administrators with an immersive and practice professional learning session. This session is as follows:             Administrator Module 1: Unpacking the Science/ STEM Partnership</p>
<p><b>Administrator Job-Embedded Instructional Support</b>            Five (5) Sessions (up to 6 Hours per Session)            Maximum 2 Administrators per Session            Total: <u>5</u> PD Specialists</p>	<p>Discovery Education STEM Coaches will work with the administrative leadership team on how to continue to set goals, implement the strategic plan and oversee the logistics. Up to 2 administrators (and their respective leadership teams) may be coached during 1 session.</p>
<p><b>Teacher Professional Learning:</b>            Three (3) Sessions (up to 6 hours per Session)            Maximum 25 Participants per Session            Total: <u>3</u> PD Specialists</p>	<p>Discovery Education Specialists will provide Science teachers with immersive and practical professional learning through the following three sessions:   <b>Teacher Module 1: Transitioning to NGSS-Aligned Instruction</b>  <b>Teacher Module 2: Taking a Deeper Dive Into NGSS</b>  <b>Teacher Module 3: Assessing 3-Dimensional Learning</b></p>
<p><b>Teacher Professional Learning:</b>  <b>NGSS Overview for Elementary Teachers</b>            One (1) Session (up to 6 hours per Session)            5 Cohorts of up to 25 participants each            Maximum 25 Participants per Session            Total: <u>5</u> PD Specialists</p>	<p>Discovery Education Specialists will provide Science teachers with immersive and practical professional learning through the following session:   <b>NGSS Overview for Elementary Teachers</b></p>
<p><b>Teacher Job-Embedded Instructional Support</b>            Six (6) Sessions (up to 6 Hours per Session)            Three Triads of Teachers (up to six 3-hr sessions per triad)            Maximum 3 Teachers per Session            Total: <u>18</u> PD Specialists</p>	<p>A Discovery Education STEM Coach will work with the Science/ STEM Teachers to establish Learning Labs in their schools while planning for instruction, implementing technology-infused NGSS-aligned lessons and learning tasks with Discovery Education digital content that are differentiated, inquiry-based and student-centered; and, reflecting and debriefing with teacher leaders.</p>
<p><b>Period 2</b>  <b>Administrator Professional Learning</b>            Two (2) Sessions (up to 6 Hours per Session)            Maximum 25 Administrators per Session            Total: <u>2</u> PD Specialist</p>	<p>A Discovery Education Specialist will provide administrators with an immersive and practice professional learning session. These sessions are as follows:             Administrator Module 2: Leading the STEM Transformation            Administrator Module 3: Fueling the 5 Essential Elements of STEM</p>



<p><b>Administrator Job-Embedded Instructional Support</b></p> <p>Ten (10) Sessions (up to 6 Hours per Session)</p> <p>Maximum 2 Administrators per Session</p> <p>Total: <u>10</u> PD Specialists</p>	<p>Discovery Education STEM Coaches will work with the administrative leadership team on how to continue to set goals, implement the strategic plan and oversee the logistics. Up to 2 administrators (and their respective leadership teams) may be coached during 1 session.</p>
<p><b>Teacher Professional Learning:</b></p> <p>Five(5) Sessions (up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: <u>5</u> PD Specialists</p>	<p>Discovery Education Specialists will provide Science teachers with immersive and practical professional learning through the following five sessions:</p> <p><b>Teacher Module 4: Building the Foundation for Integrated STEM Instruction</b>  <b>Teacher Module 5: STEM Immersive Experiences</b>  <b>Teacher Module 6: Incorporating STEM Practices in High-Quality Lessons</b>  <b>Teacher Module 7: Assessing Student Progress in a STEM Environment</b>  <b>Teacher Module 8: Instructional Planning in a STEM Culture</b></p>
<p><b>Teacher Job-Embedded Instructional Support</b></p> <p>Ten (10) Sessions (up to 6 Hours per Session)</p> <p>Three Triads of Teachers (up to six 3-hr sessions per triad)</p> <p>Maximum 3 Teachers per Session</p> <p>Total: <u>30</u> PD Specialists</p>	<p>A Discovery Education STEM Coach will work with the Science/ STEM Teachers to establish Learning Labs in their schools while planning for instruction, implementing technology-infused STEM lessons and learning tasks with Discovery Education digital content that are differentiated, inquiry-based and student-centered; and, reflecting and debriefing with teacher leaders.</p>
<p><b>Period 3</b>  <b>Administrator Professional Learning</b></p> <p>Two (2) Sessions (up to 6 Hours per Session)</p> <p>Maximum 25 Administrators per Session</p> <p>Total: <u>2</u> PD Specialist</p>	<p>A Discovery Education Specialist will provide administrators with an immersive and practice professional learning session. This session is as follows:</p> <p><b>Administrator Module 4: Implementing Project-Based Learning</b>  <b>Administrator Module 5: Telling Your STEM Story</b></p>
<p><b>Administrator Job-Embedded Instructional Support</b></p> <p>Ten (10) Sessions (up to 6 Hours per Session)</p> <p>Maximum 2 Administrators per Session</p> <p>Total: <u>10</u> PD Specialists</p>	<p>Discovery Education STEM Coaches will work with the administrative leadership team on how to continue to set goals, implement the strategic plan and oversee the logistics. Up to 2 administrators (and their respective leadership teams) may be coached during 1 session.</p>
<p><b>Teacher Professional Learning:</b></p> <p>Five(5) Sessions (up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: <u>5</u> PD Specialists</p>	<p>Discovery Education Specialists will provide Science teachers with immersive and practical professional learning through the following five sessions:</p> <p><b>Teacher Module 9: PBL in a STEM Culture: Laying the Groundwork for STEMbl</b>  <b>Teacher Module 10: PBL in a STEM Culture: Assessment Throughout the STEMbl Process</b>  <b>Teacher Module 11: PBL in a STEM Culture: Community Engagement</b>  <b>Teacher Module 12: Students as Researchers</b>  <b>Teacher Module 13: Prove It: The Art of Arguments</b></p>



<p><b>Teacher Job-Embedded Instructional Support</b></p> <p>Ten (10) Sessions (up to 6 Hours per Session)</p> <p>Three Triads of Teachers (up to six 3-hr sessions per triad)</p> <p>Maximum 3 Teachers per Session</p> <p>Total: <u>30</u> PD Specialists</p>	<p>A Discovery Education STEM Coach will work with the Science/ STEM Teachers to establish Learning Labs in their schools while planning for instruction, implementing technology-infused STEM lessons and learning tasks with Discovery Education digital content that are differentiated, inquiry-based and student-centered; and, reflecting and debriefing with teacher leaders.</p>
<p><b>Period 4</b></p> <p><b>Administrator Professional Learning</b></p> <p>One (1) Sessions (up to 6 Hours per Session)</p> <p>Maximum 25 Administrators per Session</p> <p>Total: <u>1</u> PD Specialist</p>	<p>A Discovery Education Specialist will provide administrators with an immersive and practice professional learning session. This session is as follows:</p> <p>Administrator Module 6: How to Support Transdisciplinary Units in Practice</p>
<p><b>Administrator Job-Embedded Instructional Support</b></p> <p>Five (5) Sessions (up to 6 Hours per Session)</p> <p>Maximum 2 Administrators per Session</p> <p>Total: <u>5</u> PD Specialists</p>	<p>Discovery Education STEM Coaches will work with the administrative leadership team on how to continue to set goals, implement the strategic plan and oversee the logistics. Up to 2 administrators (and their respective leadership teams) may be coached during 1 session.</p>
<p><b>Teacher Professional Learning:</b></p> <p>Five(5) Sessions (up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: <u>5</u> PD Specialists</p>	<p>Discovery Education Specialists will provide Science teachers with immersive and practical professional learning through the following five sessions:</p> <p><b>Teacher Module 14: Concept-Based Learning</b>  <b>Teacher Module 15: Engagement and Assessment of Student Learning</b>  <b>Teacher Module 16: Essential Elements of STEM and Project-Based Learning</b>  <b>Teacher Module 17: Planning STEM as a Vertical Team</b>  <b>Teacher Module 18: Developing Sustainability Practices and Evaluating Progress in a STEM Culture</b></p>
<p><b>Teacher Job-Embedded Instructional Support</b></p> <p>Ten (10) Sessions (up to 6 Hours per Session)</p> <p>Three Triads of Teachers (up to six 3-hr sessions per triad)</p> <p>Maximum 3 Teachers per Session</p> <p>Total: <u>30</u> PD Specialists</p>	<p>A Discovery Education STEM Coach will work with the Science/ STEM Teachers to establish Learning Labs in their schools while planning for instruction, implementing technology-infused STEM lessons and learning tasks with Discovery Education digital content that are differentiated, inquiry-based and student-centered; and, reflecting and debriefing with teacher leaders.</p>





**EXHIBIT C  
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, grade level, and Discovery generated username/password), 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) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" 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/reg/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 devices 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 D  
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

**WHEREAS**, Subscriber and Discovery entered into an Agreement dated 05/29/2019 for the digital curriculum service(s) known as Discovery Education Streaming Plus and Discovery Education STEM Connect ("Agreement");

**WHEREAS**, the Subscriber is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

**NOW, THEREFORE**, the Parties agree as follows:

1. Any Pupil Records <sup>1</sup> that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education Streaming Plus and Discovery Education STEM Connect service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education Streaming Plus and Discovery Education STEM Connect service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education Streaming Plus and Discovery Education STEM Connect and save in the pupil's personal accounts outside of the Discovery Education Streaming Plus and Discovery Education STEM Connect service. Please note however that any pupil-generated content that contains any assets from the Discovery Education Streaming Plus and Discovery Education STEM Connect service may only be used in connection with the pupil's right to use Discovery Education Streaming Plus and Discovery Education STEM Connect.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit C or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

<sup>1</sup> Pupil Records as defined by AB 1584 include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.