



DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Baldwinsville Central School District (hereinafter “School District”) and Amplify Education, Inc. (hereinafter “Contractor”) entered into an agreement dated August 24, 2023 which incorporates the terms and conditions located at <https://amplify.com/customer-terms> (hereinafter “Agreement”) for DESMOS (hereinafter “Services”).

WHEREAS, pursuant to the requires under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement with the School District, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District’s Data Security and Privacy Policy in the following way(s):

- (1) adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
- (2) comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law § 2-d; and this Part 121;
- (3) limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;
- (4) not use the personally identifiable information for any purpose not explicitly authorized in its contract;
- (5) not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student: (i) except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or (ii) unless required by statute or court order and the third-party contractor provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
- (6) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
- (7) use encryption to protect personally identifiable information in its custody while in motion or at rest; and



(8) not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

Where Amplify engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on Amplify by state and federal law and this Agreement shall apply to the subcontractor.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Administrative, operational and technical safeguards and practices to protect PII under the Agreement are described in Amplify's Information Security page at <https://amplify.com/security> and Privacy Policy, available at <http://www.amplify.com/customer-privacy>.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security outlined herein and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
- c. At the end of the term of the Agreement, without a successor agreement in place, upon the School District's request, Contractor will destroy, and at the direction of the School District return, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided: upon initial hiring of any such individuals, with refresher training on an annual basis thereafter.

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

Amplify requires all subcontractors or other authorized persons with access to student, teacher, or principal data to agree in writing to abide by all applicable state and federal laws and regulations. Additionally, as between Amplify and the educational agency, Amplify takes full responsibility for the actions of any such parties.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Amplify will:

- promptly notify the educational agency of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach;
- cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.
- where a breach or unauthorized release is attributed to Amplify, the educational agency will notify impacted individuals as required by applicable law and Amplify shall pay for or promptly reimburse the

educational agency for the full cost of such notifications. In compliance with this section, such notifications shall be clear, concise, use language that is plain and easy to understand, and to the extent available, include: a brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known; a description of the types of personally identifiable information affected; an estimate of the number of records affected; a brief description of the educational agency's investigation or plan to investigate; and contact information for representatives who can assist parents or eligible students that have additional questions.

7. Termination of Agreement.

- a. Within 90 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. Within 60 days of School District's request prior to termination of the Agreement, Contractor shall
Returned all data to the School District using a mutually agreeable file transfer mechanism; OR
Transition all data to a successor contractor designated by the School District in writing using a mutually agreeable file transfer mechanism.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of September 5, 2023.

CONTRACTOR:



By: Jason Zimba
Title: EVP and CAO, Math