CAZENOVIA
CENTRAL SCHOOL DISTRICT

A TRADITION OF
EXCELLENCE & EQUITY

31 Emory Ave
Cazenovia, NY 13421

JENNIFER RAUX
Director of Instructional Technology

Phone: 315.655.1314, X.5380

DATE: 10-26-23

Data Security and Privacy Contract & Parents' Bill of Rights

Pursuant to Section 2-d of the Education Law, agreements entered into between the District and a third- party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, Gimkit, Inc. ("the Contractor") agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contractor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy available here:
    a. http://go.boarddocs.com/ny/cazenovia/Board.nsf/goto?open&id=CBQJDW4CBE06

2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.

3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in the "Use of your Information" section of the Vendor Privacy Policy/Contract only for the term of the Contract as summarized below.

4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:

    a. PII data will be protected using encryption while in motion and at rest. Please describe:

All Gimkit data is encrypted at motion and at rest under the highest current industry standards (TLS/SSL). We force is not possible for a third party to see data between the client side and Gimkit. Gimkit's data at rest is stored in a database, in which the only way to access it is by having Gimkit's database credentials.We force all web traffic on gimkit.com to use HTTPS.

b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored as follows:

Following industry best practices in compliance with FERPA, COPPA, and other Federal and Local privacy laws.

The security of this data will be ensured by:

Gimkit has implemented reasonable physical and technical measures to protect the information we collect or are provided with from access and against loss, misuse, or alteration by third parties, including but not limited to: ● Encryption of database data in transit and at rest; ● Use of SSL / HTTPS for all data transmission over the Internet; ● Multifactor authentication on administrator-level access; ● Code reviews and scans to monitor for security vulnerabilities; ● Firewalls, private keys, IP address whitelists, and encrypted local hard drives.

c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows:

Industry best practices in compliance with FERPA, COPPA, and other Federal and Local privacy laws.

5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.

    a. By initialing here _____, the Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.

    b. If subcontractors are used, describe how the Contractor will manage data privacy and security:

Gimkit routinely reviews the privacy practices of all trusted third-party partners to ensure they meet or exceed FERPA, COPPA, and all relevant federal and local applicable privadcy laws.

6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows:

Contractor will provide annual training to its officers, employees, or assignees who have access to PII on the federal and state law governing confidentiality of such data. Training is provided on an ongoing basis online to employees(there are 2, both are officers). Records kept in Basecamp.

7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Describe below the transfer and/or destruction information (i.e., whether, when and in what format the data will be returned to the District, and/or whether, when and how the data will be destroyed.

Data will be destroyed as directed by district.

9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected in accordance with the procedures set forth in the FERPA regulations at 99 C.F.R. Part 34, Subpart C, §§99.20-99.22.

10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. Minimum requirements are noted below in 10a, 10b and 10c.

    a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.

    b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.

    c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.

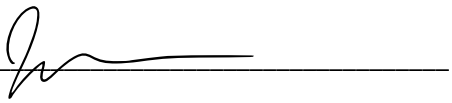
11. A complete list of all student data elements collected by the State is available for public review at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov.

Cazenovia Central School District

AGREED TO BY:

Organization: **Gimkit, Inc.**

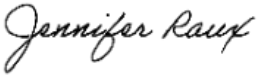
Contractor's Signature: 

Name: **Jeffrey Osborn**

Title: **Co-Founder**

Date: **11/8/2023**

DIstrict: Cazenovia Central School District

Administrator's Signature: 

Name: Jennifer Raux

Title: Director of Instructional Technology

Date: 11-11-23

Cazenovia Central School District

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM E

1. **EXCLUSIVE PURPOSES FOR DATA USE**: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by **Gimkit, Inc.** (the "Vendor") are limited to the purposes authorized in the contract between the Vendor and Cazenovia Central School District (the "School District") dated **7/1/2023** (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS**: The Vendor will ensure that any subcontractors, or other authorized persons or entities to whom the Vendor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act ("FERPA"); Education Law §2-d; 8 NYCRR Part 121).

3. **CONTRACT PRACTICES**: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District **in the format requested by district** format and/or destroyed by the Vendor as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES**: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the FERPA, stored by the School District in a Vendor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Vendor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES**: Confidential Data provided to Vendor by the School District will be stored **in the USA** . The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

6. **ENCRYPTION PRACTICES**: The Vendor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.