

## DATA SECURITY AND PRIVACY PLAN

Vendor, having offices at Mathspace, Inc. (hereinafter "Third-party Contractor") and the Mineola Union Free School District, having offices at 2400 Jericho Turnpike, Garden City Park, New York 11040 (hereinafter "School District") hereby agree to make this Data Security and Privacy Plan part of their underlying agreement (the "Agreement") for services and attach it as an Addendum to that Agreement.

1. Definitions: Terms used in this Data Security and Privacy Plan (the "Plan") shall have the same meanings as those found in Education Law Section 2-d(1) and the Regulations of the Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.

2. Confidential Information. Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related to the Agreement, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure,

publication and/or communication of such Confidential Information shall be considered a breach of this Plan and the Agreement. Third-party Contractor agrees that if it receives a request for disclosure of confidential information obtained from the School District, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, it shall notify the School District prior to disclosing the School District's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.

3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:

- a. To execute, comply with and incorporate as Exhibit "1" to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the Parents' Bill of Rights for Data Privacy and Security developed by the School District;
- b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
- c. To comply with the data security and privacy policy/ies of the School District, New York Education Law Section 2-d and the Regulations of the Commissioner of Education (8 NYCRR Part 121), the Family Educational Rights and Privacy Act ("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); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300), as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of the Agreement;
- d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information 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;
- e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;



- f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption technology, firewalls and password protection, to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, District policy/ies and regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives, maintains, stores, transmits or generates pursuant to the Agreement:

- i. [insert list or description of safeguards and practices of the Third-party Contractor]

Here is a link to our Privacy Policy:

<https://mathspace.co/us/privacy-policy>

This list/description may be drawn from Vendor's HIPAA practices and/or privacy practices.

- g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;
- h. To use encryption to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure;
- i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education, directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless
  - i. the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or
  - ii. the other party has the prior written consent of the applicable teacher or principal; or

- iii. the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;
- j. To impose on any sub-contractor engaged by Third-party Contractor, with the consent of the School District, to perform any of its obligations under the Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Third-party Contractor in the Agreement and by state and federal law and regulations, including but not limited to Section 2-d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;
- k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the School District and processed in accordance with the School District's procedures;
- l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the School District and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;
- m. To immediately notify the School District in the most expedient way possible and without unreasonable delay and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators is breached and/or released without authorization;
- n. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;
- o. In the event of a breach or unauthorized release of any personally identifiable data or information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;



- p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable data or information.
- q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and
- r. In the event Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.

4. Outline/describe how the Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District: \_\_\_\_\_

This description may be drawn from Vendor's HIPAA safeguards and privacy safeguards.

\_\_\_\_ [https://mathspace.co/us/privacy-](https://mathspace.co/us/privacy-policy)

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5. Confidentiality Training. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District's students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing

confidentiality of such data from/by [insert how the training was or will be done] \_\_\_\_ Training will be conducted either virtually or in person, depending on Purchase Contract. Any recorded sessions will only be shared with admins. Training will be conducted only by Mathspace employees \_\_\_\_\_ and \_\_\_\_\_ no \_\_\_\_\_ outside contractors. \_\_\_\_\_

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6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7. Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement? (check one)

☒ Yes

☐ No

If Yes, The Third-party Contractor will ensure that any sub-contractor or other person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data, as applicable, in order to carry out the services of the Agreement, agrees to abide by all of the components of applicable state and federal law, including but not limited to New York Education Law Section 2-d, the District's Parents' Bill of Rights, and the Family Educational Rights and Privacy Act ("FERPA"). In addition, the Third-party Contractor will ensure that each subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data will abide by all the terms and conditions of this Data Security and Privacy Plan.

8. Describe how the Third-party Contractor will manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data and (b) how the School District will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information?\_This information may be taken from Vendor's HIPAA practices and/or privacy practices

\_\_\_\_[https://drive.google.com/file/d/1CtC5\\_9tMi4SRj0A09wxlCUYb1xoGeCXu/view?usp=sharing](https://drive.google.com/file/d/1CtC5_9tMi4SRj0A09wxlCUYb1xoGeCXu/view?usp=sharing)

9. Upon the expiration or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement. In addition, all information and data of the School District remaining in the possession of the Third-party Contractor will be deleted, within 90 days, in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. The Contractor will ensure, at the sole discretion of the District, that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed. The Contractor will also ensure that all emails containing personally identifiable student information are returned to the District, if so requested, and deleted from the Contractor's email



account. Contractor shall ensure that any data it retains after 90 days is data it is required to retain by law and retention is secured in accordance with NIST and/or HIPPA standards, in encrypted format and stored on systems in a secure data facility located within the United States.

10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education.

11. Except as specifically amended herein, all of the terms contained in the Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

12. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

13. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Addendum on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Addendum on

06/23/2025 [insert date on which Addendum is signed].

MINEOLA UNION FREE

THIRD PARTY CONTRACTOR



SCHOOL DISTRICT

By: Cheryl Lampasona

Name: Cheryl Lampasona

Title: President, Board of Education

By:      Rhonda

Davis                     

Name:      Rhonda

Davis                     

Title:              Head of Customer

Success

## EXHIBIT 1

### MINEOLA UNION FREE SCHOOL DISTRICT'S PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Mineola School District is committed to protecting the privacy and security of each and every student's data. In accordance with New York Education Law Section 2-d and its implementing regulations, the District informs the school community of the following:

- 1) A student's personally identifiable information cannot be sold or released for any commercial purpose.
- 2) Parents/guardians have the right to inspect and review the complete contents of their child's education record.
- 3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by the State Education Department is available for public review at the following website: <http://www.nysed.gov/student-data-privacy/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
- 5) Parents/guardians have the right to file complaints about possible breaches of student data. Parents/guardians may submit a complaint regarding a potential breach by the Mineola Union Free School District to Whitney Smith, Ed.D., Director of Instructional Technology and Assessment and Mineola's Data Protection Officer, at [wsmith@mineola.k12.ny.us](mailto:wsmith@mineola.k12.ny.us), 2400 Jericho Turnpike, Garden City Park, New York 11040. Complaints may also be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

**Supplemental Information for Agreement with Mathspace**

(hereinafter "Third-party Contractor"): For purposes of further ensuring confidentiality and security of student data, each contract ("Agreement") the Mineola Union Free School District (the "District") enters into with a third-party contractor (the "Third-party Contractor") shall include a Data Security and Privacy Plan that includes a signed copy of the District's Parents' Bill of Rights and in which Plan the Third-party Contractor agrees to abide by the District's Parents' Bill of Rights and to comply with the following:

- 1) **Exclusive Purposes for which Student Data Will Be Used.** Use of Personally Identifiable Information ("PII") under the Agreement will be limited to that necessary for the Third-party Contractor to perform the duties outlined in the Agreement and the services associated with that function. The Third-party Contractor further agrees that no PII will be sold or used for marketing or commercial purposes.
- 2) **Protective Measures Regarding Third Parties.** The Third-party Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data and/or teacher or principal data, if applicable, agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the District's Parents' Bill of Rights, and the Family Educational Rights and Privacy Act ("FERPA"). In addition, the Third-party Contractor will ensure that each subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data will abide by all the terms and conditions of this Data Security and Privacy Plan.
- 3) **Expiration of Agreement.** Absent renewal, the Agreement expires annually on June 30th. If the District does not renew the Agreement past June 30th of the contractual year, all student data shall be deleted, within 90 days, in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. The Third-party Contractor will ensure, at the sole discretion of the District, that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed. The Third-party Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Third-party Contractor's email account. Third-party Contractor shall ensure that any data it retains after 90 days is data it is required to retain by law and retention is secured in accordance with NIST and/or HIPPA standards.
- 4) **Challenge to Accuracy of Data.** A parent, student, teacher or principal can challenge the accuracy of the Data received or generated by the Third-party Contractor in writing addressed to Whitney Smith, Ed.D., Director of Instructional Technology and Assessment, Mineola Union Free School District, 2400 Jericho Turnpike, Garden City Park, New York 11040.
- 5) **Storage of Data.** Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions. Data storage and access shall



comply with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better.

- 6) **Breach of Personally Identifiable Information.** The Third-party Contractor must notify the District of any breach or unauthorized release of PII within seven (7) calendar days of any such breach or Third-party Contractor's knowledge of such breach. The Third-party Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of PII by the Third-party Contractor, its subcontractors, and/or assignees.

MINEOLA UNION FREE  
SCHOOL DISTRICT

By: \_\_\_\_\_



Name: Cheryl Lampasona

Title: President, Board of Education

THIRD-PARTY CONTRACTOR

By: \_\_\_\_\_ Rhonda

Davis \_\_\_\_\_

Name:   Rhonda Davis  

Title:   Head of Customer

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