

## Data Security and Privacy Plan

*As per the Agreement between the undersigned and the School District, this plan must be completed by the Service Provider within 10 days of execution of the Agreement.*

### 1. Exclusive Purposes for Data Use

- a. Please list the exclusive purposes for which the student data [or teacher or principal data] will be used by the service provider include.

Student and staff data provided to Transfinder is exclusively used in or in support of Transfinder's applications.

Initial CJS

### 2. Data Accuracy/Correction Practices

- a. Parent [student, eligible student, teacher or principal] may challenge the accuracy of the data by...

School Administrators and transportation personnel with write access to Transfinder's applications can correct any inaccurate student data within Transfinder's software. Transfinder employees will not make corrections to data unless instructed to by district personnel.

Initial CJS

### 3. Subcontractor Oversight Details

- a. This contract has subcontractors: Yes \_\_\_\_\_ No X
- b. Describe how the contractor will ensure subcontractors abide by data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations:

Initial CJS

**4. Security Practices**

- a. Where is the data stored? (described in such a manner as to protect data security)  
United States of America
- b. The security protection practices taken to ensure data will be protected include:

Transfinder's hosted solution is backed by Amazon Web Servers (AWS), the industry leader in cloud computing. Transfinder utilizes AWS regions within the United States to store all data produced within the United States. Data is protected with best-practice technologies including firewalls, virus protection, password protection, NTFS file permissions, encryption, patch and vulnerability management, and modern operating systems. Data provided to Transfinder is encrypted in transit (SFTP and HTTPS) and at rest.

**5. Contract Lifecycle Practices**

- a. The agreement expires Various
- b. When the agreement expires,
  - i. How long is the student data [or teacher or principal data] retained?  
6 Months 90 days after the termination of the agreement.
  - ii. How is the student data disposed? All data will be deleted or destroyed.

**6. Encryption Practices**

- a. Data encryption is applied in accordance with Education Law 2-d 5(f)(5)  
Yes ☒ No ☐ Initial CJS

**7. Training Practices**

- a. Annual training on federal and state law governing confidentiality is provided for all officers, employees, or assignees who have access to student [or teacher or principal data]  
Yes ☒ No ☐ Initial CJS

Transfinder Corporation

Company Name

Clinton Smith, Director of Support Services

Print Name and Title

  
Signature of Provider

\_\_\_\_\_  
Date