



## DATA SECURITY AND PRIVACY PLAN

**WHEREAS**, the Baldwinsville Central School District (hereinafter “School District”) and CutTime, LLC (hereinafter “Contractor”) entered into an agreement dated 08/21/2023 (hereinafter “Agreement”) for CutTime, LLC (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):

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: We use Phoenix as well as GitHub's Dependabot service to automatically scan for vulnerabilities. Should any vulnerabilities arise, we're automatically notified.

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 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, 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:

*Specify date of each training*

All employees of Cut Time LLC receive training on day 1 of employment with us. We follow all data privacy laws concerning FERPA; student privacy. In addition to CutTime employees and contractors, only authorized Users with registered passwords will have access to the information in your account. Your CutTime account data is backed up on redundant servers and off-site data storage. For more details on our privacy policy, please see the link below.

<https://gocuttime.com/privacy-policy>

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:



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.*

CutTime will notify you via email within 7 business days and comply with all applicable laws and regulations regarding remediation.

7. Termination of Agreement.

- a. Within 30 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 termination of the Agreement, Contractor shall Returned all data to the School District using excel exports; OR Transition all data to a successor contractor designated by the School District in writing using \_\_\_\_\_.

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 \_\_\_\_\_.

CONTRACTOR:

Jenny Gipson

By

Title: Jenny Gipson/ Sr. Client Success Partner