Baldwinsville Central School District
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DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Baldwinsville Central School District (hereinafter "School District") and Great Minds PBC (hereinafter "Contractor") entered into an agreement dated August 24, 2023 (hereinafter "Agreement") for Eureka Math (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):

Great Minds' collection and use of Student Records is governed by our contracts with the Schools, by our Privacy Policy, and by applicable privacy laws. For example, we work with Schools to help protect personal information from student educational records, as required by FERPA, and to protect the personal information of students under 13 consistent with COPPA.

Additionally, Great Minds will comply with the School District's security and privacy requirements in the DPA. If the School District requires additional documentation or information from Great Minds as proof of compliance with the requirements, Great Minds will provide those to the School District.

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:

All data, including customer PII, is encrypted at rest and in transit using industry-standard encryption. Data is stored in AWS (Amazon Web Services) data centers which have stringent physical security standards in place. More information on their physical security controls can be found here: https://aws.amazon.com/compliance/data-center/controls/

Authentication and authorization use industry-standard OAuth 2 and/or OpenID Connect to exchange secure claims-based tokens between browser and consuming systems. These claims are used to authorize the user and confirm they're permitted to view the data they're trying to access.

Great Minds has multiple administrative safeguards in place to protect PII. Access to sensitive information is restricted to those with valid business justification for doing so and only on a temporary basis. Great Minds also has automated systems in place that scan our infrastructure

and our logs for potential vulnerabilities and any anomalies that could indicate a security event. Potential vulnerabilities or security incidents are alerted to our DevOps team via multiple channels and action is taken as appropriate.

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. Notwithstanding the foregoing, the parties agree and acknowledge that de-identified, aggregate, or anonymized data derived by Contractor from the information obtained in connection with the services: (i) is not personally identifiable information, Protected Data nor confidential information of the District; and (ii) may be used by Contractor for its data analytics, marketing, research, or other business purposes in compliance with applicable federal and state laws, rules and regulations.

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:

All Great Minds employees and subcontractors are required to complete a data privacy training annually. This training was made available to employees and subcontractors on August 16, 2023 and is required to be completed by December 6, 2023.

5. Subcontractors (check one):

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:

Great Minds employees and subcontractors are legally obligated to keep customers' personal information confidential and are provided only with the information that they need to perform their specific function. Additionally, subcontractors are required to maintain reasonable security practices, to use the information only for the purpose that we prescribe, and to prevent disclosure of the information to unauthorized 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.*

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Great Minds' Incident Response Plan addresses our processes for handling and remediating potential data breach incidents, as well as the communication and reporting processes in place. A copy of this Incident Response Plan can be provided upon request. Great Minds will take the following steps:

a. Provide prompt notification to the School 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.

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 30 days of termination of the Agreement, Contractor shall Returned all data to the School District using SFTP.

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 March 8, 2014.

CONTRACTOR: Great Mind PBC

By: Donna M. Brown

Title: Interim General Counsel