

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Groton Central School District (hereinafter “School District”) and MobyMax (hereinafter “Contractor”) entered into an agreement dated 1/24/2023 (hereinafter “Agreement”) for MobyMax License (hereinafter “Services”).

WHEREAS, pursuant to the requirements 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, 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):

All network traffic, including data uploads, happens over encrypted channels (SFTP or HTTPS). The private keys for encryption/decryption are password-protected and accessible only to a very limited number of systems engineers. User passwords are encrypted in storage. For database servers, the Rackspace engineering team automatically applies the latest security patches provided by the RedHat Enterprise Security Team. On the web server side, security patches are applied weekly using CentOS package update repositories, which provide updated security patches for all relevant operating system tools and applications. The hardware firewall and load balancer are firmware-patched and updated regularly by Rackspace as required by their security maintenance protocols.

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:

MobyMax complies with laws, rules, and regulations governing the use and protection of Student Records, including the Children Online Privacy Protection (COPPA) and the Family Educational Rights and Privacy Act (FERPA) and their implementing regulations, applicable state laws, and statutes governing Student Records we receive from Users. Teachers or administrators choose which identifying information to include as the students' first name, last name, username, password, and ID. Mobymax never collects sensitive information such as student addresses, social security numbers, or dates of birth. Mobymax permits teachers or administrators to replace student first and last names with nicknames or aliases.

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, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.

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- 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 MobyMax employees who may come into contact with protected data are required to sign a Student Data Confidentiality Agreement, with which they explicitly agree to comply with federal, state, regional, and local data privacy laws and agreements.

These employees are provided explicit training on an annual basis to both review the foundational requirements of the law(s) and convey important updates or changes based on the passage of any new laws.

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:

n/a

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.

In the event of a breach or unauthorized disclosure of student records that would be subject to disclosure under applicable federal or state law has occurred, MobyMax will take prompt and appropriate steps to mitigate further breach or release of student records, provide notice to the affected User promptly and without reasonable delay, and work with the affected User to provide information and assistance necessary to comply with any notification to parents, legal guardians, or students, as is required by applicable law.

7. Termination of Agreement.

a. Within ____ 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 ____ days of termination of the Agreement, Contractor shall
Return all data to the School District using _____; OR

Following expiration or termination of the agreement under which the User purchased access to the MobyMax web-based products or services, and upon receipt of written request from the User, MobyMax will destroy or, if agreed, return to the User, the Student Records in its possession within a commercially reasonable period of time. At any point, teachers or administrators are able to soft-delete or permanently delete student accounts and data. For clarity, data generated by MobyMax or our products that is in aggregate, or that is anonymized (i.e., personally identifiable information has been removed) may be retained by MobyMax and used for product improvement purposes.

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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 1/25/2023.

CONTRACTOR:

Chief Saefer
By: Title: Head of Business Development
MobyMax

