

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 and updated in 2019 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party vendors who contract with educational agencies must take certain additional steps to secure such data. These steps include, enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that certain third-party vendors provide a signed copy of the educational agency's Bill of Rights, thereby signifying that the vendor will comply with such Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the agreement between _____, ("DISTRICT") and Lightspeed Solutions, LLC. ("Lightspeed") to the contrary, Lightspeed agrees as follows:

1. Lightspeed will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as Lightspeed uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties.
2. Lightspeed will limit access to Protected Data to those individuals determined to have a need to know to provide the services;
3. Lightspeed shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement.
4. Lightspeed shall not use Protected Data for any other purpose than those provided in this Agreement. All Protected Data shall remain the property of the disclosing party.
5. Lightspeed will never sell or release a students Protected Data for any commercial use.
6. As more fully discussed below, Lightspeed shall have in place sufficient internal controls to ensure that the DISTRICT's Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to the Children's Internet Protection Act, Family Educational Rights and Privacy Act, and Health Insurance Portability and Accountably Act of 1996, if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the DISTRICT. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the DISTRICT as that term is defined in §99.3 of the Family Educational Rights and Privacy Act (FERPA),

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-AND-

Personally identifiable information from the records of the DISTRICT relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law 3012-c

Lightspeed and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. In the event this Agreement expires, is not renewed or is terminated, Lightspeed shall return all of DISTRICT's data, including any and all Protected Data, in its possession by secure transmission or delete all Protected Data as directed by DISTRICT.

Data Security and Privacy Plan

Lightspeed and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the DISTRICT's Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of New York Parent's Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bills of Rights apply to Lightspeed's possession and use of Protected Data pursuant to this Agreement.
(<http://www.nysed.gov/common/nysed/files/programs/student-data-privacy/parents-bill-of-rights.pdf>)
2. An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the Lightspeed's policy on data security and privacy.
(<http://www.lightspeedsystems.com/privacy/>)
3. An outline of the measures taken by Lightspeed to secure Protected Data and to limit access to such data to authorized staff.
(<http://www.lightspeedsystems.com/privacy/>)
4. An outline how Lightspeed will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
(<http://community.lightspeedsystems.com/protecting-privacy-lightspeed-overview/>)
5. An outline of how Lightspeed will ensure that any subcontractors, persons or entities with which Lightspeed will share Protected Data, if any, will abide by the requirements of Lightspeed's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.
(<http://community.lightspeedsystems.com/protecting-privacy-lightspeed-overview/>)

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Lightspeed Systems, Inc.

Name, Title

Date

In the course of complying with its obligations under the law and providing educational services, DISTRICT has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to “student data” and/or “teacher or principal data,” as those terms are defined by law.

Each contract the DISTRICT enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include the following information:

- (1) the exclusive purposes for which the student data or teacher or principal data will be used;
- (2) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (3) when the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (4) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (5) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.