

**NEW YORK EDUCATION LAW 2-D RIDER  
TO GOGUARDIAN RESEARCH COLLABORATIVE AGREEMENT**

This New York Education Law 2-D Rider ("Rider") to GOGUARDIAN RESEARCH COLLABORATIVE AGREEMENT ("Terms") shall only apply to Liverpool Central School District ("School"). As of the latest date on the signature line below ("Effective Date") and continuing coextensive with the Terms, School and Liminex, Inc. doing business as GoGuardian ("GoGuardian") (together, the "Parties") agree as follows:

**1. Definitions. Capitalized terms shall have the meanings ascribed to such terms in the Terms, unless otherwise explicitly defined below:**

- a. "Commercial or Marketing Purpose" means the sale of Student Data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of Student Data for advertising purposes, or to develop, improve or market products or services to students.e
- b. "Encryption" means methods of rendering Personally Identifiable Information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.e
- c.e "New York Education Law Section 2-d" means Section 2-d of Article I of Title I of New York Consolidated Laws, Education Law, together with its implementing regulations in Part 121 of the Regulations of the New York Commissioner of Education.e
- d.e "Personally Identifiable Information", as applied to Student Data, means Personally Identifiable Information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g ("FERPA"), and as applied to Teacher and Principal Data, means Personally Identifiable Information as such term is defined in Education Law §3012-c(10). Personally Identifiable Information does not include Deidentified Information.e
- e.e "Teacher or Principal Data" means Personally Identifiable Information from the records of an educational agency 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 and 3012-d.e
- f.e "Student Data" means Personally Identifiable Information from the student records of an educational agency.e

**2. Data Collection Transparency and Restrictions.**

- a.e GoGuardian acknowledges and agrees that under New York Education Law Section 2-d:e
  - i.e Personally Identifiable Information cannot be sold, or used or disclosed for any Commercial or Marketing Purpose;e
  - ii.e School is responsible for working with the State of New York to ensure that a complete list of all student data elements collected by the State is available for public review through either a website or in writing;
  - iii.e Parents have the right to inspect and review the complete contents of their child's education records in compliance with New York Education Law Section 2-d, and
  - iv.e School is responsible for addressing any parent complaints about providing a phone number, email address and mailing address for such complaints.e
- b.e GoGuardian's Research Collaborative Agreement and this Rider sets forth, among other things (i) how GoGuardian protects Personally Identifiable Information; (ii) the list of Personally Identifiable Information that GoGuardian collects in connection with its services; and (iii) the process for a parent to request their child's education records from GoGuardian;e

**3. Data Handling Restrictions and Requirements.**

- a.e GoGuardian acknowledges that, in compliance with New York Education Law Section 2-d, it shall:
  - i.e adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
  - ii.e comply with School's data security and privacy policy;
  - iii.e limit internal access to Personally Identifiable Information to only those employees or sub-contractors that need access to provide the GoGuardian services;
  - iv.e not use the Personally Identifiable Information for any purpose not explicitly authorized in the Terms;
  - v.e not disclose any Personally Identifiable Information to any other party without the prior written consent of the parent or eligible student: (i) except for authorized representatives of GoGuardian, such as a subcontractor or assignee to the extent they are carrying out obligations in connection with GoGuardian services and in compliance with the Terms, this Rider, and applicable state and federal law; or (ii) unless required by statute or court order and GoGuardian provides a notice of disclosure to School no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order;
  - vi.e maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Personally Identifiable Information in its custody;
  - vii.e use Encryption to protect Personally Identifiable Information in its custody while in motion or at rest;
  - viii.e not sell Personally Identifiable Information nor use or disclose it for any Commercial or Marketing purpose or facilitate its use or disclosure by any other party for any Commercial or Marketing purpose or permit another party to do so; and
  - ix.e where it engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on GoGuardian by state and federal law and contract shall apply to the subcontractor.

#### 4. Bill of Rights for Data Privacy and Security.

- a.e GoGuardian acknowledges that, pursuant to New York Education Law Section 2-d, (i) School must publish on your website a parents bill of rights for data privacy and security that includes the supplemental information described in Section 3(b) ("**Supplemental Information**") concerning GoGuardian ("**Bill of Rights**"), and (ii) GoGuardian's contract with School must include a copy of such Bill of Rights.
- b. Supplemental Information for a third-party contractor includes:
  - i.e the exclusive purposes for which the Student Data or Teacher or Principal data will be used by the third-party contractor, as defined in the contract;
  - ii.e how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the Student Data or Teacher or Principal Data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal law and regulations (e.g., FERPA; New York Education Law Section 2-d);
  - iii.e the duration of the contract, including the contract's expiration date and a description of what will happen to the Student Data or Teacher or Principal Data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed);
  - iv.e 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;

- v.e where the Student Data or Teacher or Principal Data will be stored, described in such a mannere as to protect data security, and the security protections taken to ensure such data will bee protected and data security and privacy risks mitigated; ande
  - vi.e address how the data will be protected using Encryption while in motion and at rest.e
- b.e In compliance with New York Education Law Section 2-d, GoGuardian's Supplemental Information ise set forth in Schedule 1 to this Rider.e

The bill of rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the educational agency's data and/or technology infrastructure.

- c.e A copy of the Bill of Rights is attached hereto as Schedule 2 to this Rider.e

**5. Data Security and Privacy Plan.**

- a.e GoGuardian currently has and shall maintain and adhere to a data security and privacy plan that, at ae minimum:

- i.e outlines how GoGuardian implements applicable state, federal, and local data security ande privacy requirements during the Term, consistent with School's data security and privacye policy;e
- ii.e specifies the administrative, operational and technical safeguards and practices it has in place to protect Personally Identifiable Information it receives under the Terms;e
- iii.e demonstrates that it complies with the requirements in New York Education Law Section 2-de to provide its Supplemental Information for the Bill Rights;e
- iv.e specifies how its officers or employees and its assignees who have access to Student Data, ore Teacher or Principal Data under the Terms receive or will receive training on the federal ande state laws governing confidentiality of such data prior to receiving access;e
- v.e specifies whether it will utilize sub-contractors to perform the GoGuardian Services, and, ife so, how it will manage those relationships and contracts to ensure Personally Identifiablee Information is protected;e
- vi.e specifies how it will manage data security and privacy incidents that implicate Personalle Identifiable Information, including specifying any plans to identify breaches ande unauthorized disclosures, and to promptly notify School; ande
- vii.e describes whether, how and when data will be returned to School, transitioned to ae successor contractor, at School's option and direction, deleted or destroyed by it when thee Terms and this Rider are terminated or expire (such data security and privacy plan, thee "GoGuardian Data Security Plan").

- b.e School acknowledges and agrees that it accepts the GoGuardian Data Security Plan.e

**6. Reports and Notifications of Breach and Unauthorized Release.**

GoGuardian acknowledges and agrees that, pursuant to New York Education Law Section 2-d, it must (a)e promptly notify School of any breach or unauthorized release of Personally Identifiable Information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach and otherwise in accordance with New York Education Law Section 2-d; and (b) must cooperate with School and law enforcement to protect the integrity of investigations into the such breach or unauthorized release of Personally Identifiable Information.

For avoidance of doubt, this Rider is solely between the Parties and shall have no effect upon the Terms for any other individual or entity subject to such Terms. All other provisions in the Terms remain in full force and effect.

***[Remainder of Page Left Intentionally Blank; Signature Page Follows]***

Signed and Agreed:

For and on behalf of Liverpool ESD  
("School")

Signature: 

Name: MARK F. Potter

Dated: 10/26/2020

For and on behalf of Liminex dba GoGuardian  
("GoGuardian")

Signature:  Tyler Shaddix (Oct 27, 2020 15:39 PDT)

Name: Tyler Shaddix

Dated: Oct 27, 2020