

## **EDUCATION LAW 2-d RIDER**

New York State Education Law 2-d was enacted in 2014 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 contractors 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 each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and CodeMonkey Studios Inc. (the "Contractor") 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 the Huntington Union Free School District (the "District") and Contractor to the contrary, Contractor agrees as follows:

Contractor 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 the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor 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. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that the District's and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 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 and/or a Participant. 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 and/or its Participants as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District and/or its Participants 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.

Contractor 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. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of the District's and/or its Participants' data, including any and all Protected Data, in its possession by secure transmission.

### **Data Security and Privacy Plan**

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District and/or its Participant's Protected Data, shall maintain a Data Security and Privacy Plan that aligns with the NIST Cybersecurity Framework and includes the following elements:

1. A provision incorporating the requirements of the District's Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to Contractor's possession and use of Protected Data pursuant to this Agreement.
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 Contractor's policy on data security and privacy.
3. An outline of the measures taken by Contractor to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how Contractor 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.
5. An outline of how Contractor will ensure that any subcontractors, persons or entities with which Contractor will share Protected Data, if any, will abide by the requirements of Contractor's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

Contractor shall ensure any the subcontractors, persons or entities that Contractor will share Protected Data with, if any, will abide by contractual obligations with respect to Protected Data set forth herein.

Contractor hereby acknowledges that it is aware of and agrees to abide by the District's Bill of Rights, attached. A copy of this signed document must be made a part of Contractor's data security and privacy plan.

SIGNATURE: 

TITLE: COO

DATE: 08/20/2025

### **DATA PRIVACY AND SECURITY PLAN**

1. Attached hereto is a copy of Contractor's Data and Privacy Plan.
2. Attached hereto is a copy of the District's Bill of Rights signed by Contractor.

## **HUNTINGTON UNION FREE SCHOOL DISTRICT**

### **PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

Pursuant to New York State Education Law §2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information, as defined by Education Law §2-d. This document contains a plain English summary of such rights.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Huntington Union Free School District.
3. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by New York State is available for review at the following website:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

The list may also be made available by writing to:

Office of Information & Reporting Services  
New York State Education Department  
Room 863 EBA,  
89 Washington Avenue  
Albany, NY 12234

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Huntington Union Free School District  
Attn: Beth Mccoy, Superintendent  
50 Tower Street  
Huntington Station, New York 11743  
Email: Bmccoy@hufsd.edu  
Phone: 516-673-2038

OR

Chief Privacy Officer

New York State Education Department  
89 Washington Avenue  
Albany, NY 12234

Email: CPO@mail.nysesd.gov

6. Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:
  - a. The exclusive purposes for which the student data or teacher or principal data will be used.
  - b. 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.
  - c. When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
  - d. If and how a parent, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
  - e. Where the student data or teacher or principal data will be stored, and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
7. Third-party contractors are also required to:
  - a. Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
  - b. Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
  - c. Not use educational records for any other purpose than those explicitly authorized in the contract;
  - d. Not disclose personally identifiable information to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

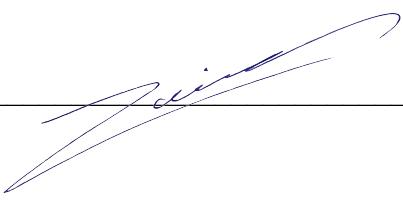
- e. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- f. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
- g. Notify the Huntington Union Free School District of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
- h. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
- i. Provide a signed copy of this Bill of Rights to the Huntington Union Free School thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

8. This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

### **Third-Party Acknowledgement**

As a third-party contractor, I acknowledge that our contract with the Huntington Union Free District necessitates the receipt of student data and as such, requires adherence with NY State Education Law 2-d and the District's Parents' Data Bill of Rights for Data Privacy and Security. In this regard, we acknowledge our responsibility to adhere to the noted elements of the document, and have instituted processes to abide by same.

Name Boaz Zaionce Position COO Company CodeMonkey Studios

Signature  Date 08/20/2025