

## Addendum for New York Districts

In accordance with New York's Education Law 2-d and Parents Bill of Rights for Data Privacy and Security, Seesaw agrees that:

- (1) Seesaw will exclusively utilize the student data, teacher data, or principal data to provide account holders with the Seesaw service;
- (2) All subcontractors for Seesaw that may access personally identifiable information of students, teachers, principals or other faculty are contractually required by Seesaw to employ data privacy and security practices that provide at least a commensurate level of protection for that data as does Seesaw;
- (3) Seesaw will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all personally identifiable information upon the expiration of any agreement when requested to do so by notification from the contracting party;
- (4) Parents have the right to inspect and review the complete contents of their child's education record that is shared with or collected by Seesaw;
- (5) Seesaw maintains a publicly available list in its Privacy Policy of all student data elements collected by Seesaw;
- (6) Any parent, student, eligible student, teacher or principal may correct inaccurate student data or teacher or principal data that is collected;
- (7) Seesaw shall provide security training on all applicable state and federal laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access;
- (8) Seesaw will limit internal access to education records to those individuals that are determined to have legitimate educational interests.
- (9) Seesaw will not disclose a student's 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 party provides a notice of the disclosure to the department, district 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;
- (10) Seesaw complies with all applicable state and federal laws that protect the confidentiality of personally identifiable information, including New York Education Law § 2-d, and employs data security safeguards associated with industry standards and best practices, including but not

limited to, encryption, firewalls, and password protection, both when data is stored at rest or is transferred;

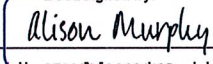
(11) All student data or teacher or principal data will be stored on cloud servers within the United States and protected with industry standard and best practices procedures, including encryption when stored at rest; and

(12) Seesaw will promptly address any complaints about possible breaches of student data submitted to <https://help.seesaw.me/hc/en-us/requests/new> or mailed to:

Seesaw  
180 Montgomery St.  
Suite 750  
San Francisco, CA 94104

In the event of a breach of confidentiality, Seesaw will provide notification to the School District within forty eight (48) hours of the incident and advise it as to the nature of the breach and the steps Seesaw has taken to minimize said breach.

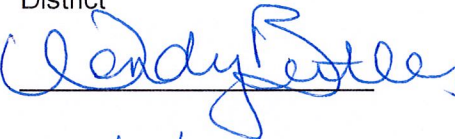
Seesaw

DocuSigned by:  
  
Alison Murphy, Head of Operations

2/4/2020

Date

District

  
6/5/20

Date