



monroe one
EDUCATIONAL SERVICES

Daniel T. White

District Superintendent

Lisa N. Ryan

Assistant Superintendent for Finance & Operations

TO: Members of the Board of Education
Mr. Daniel White

FROM: Lisa N. Ryan 

SUBJECT: Contract Approvals

DATE: July 27, 2021

The purpose of this memo is to request that at our August 5, 2021, Board of Education meeting the Board adopt a resolution to approve the following contracts:

- Propio – Regional Program Services – per attached
- Custom Computer Services – RIC – per attached
- Project Lead the Way - RIC – per attached
- HUDL – RIC – per attached
- LaBella Associates, PC – Business Office – per attached
- Nazareth College – Clinical Therapies – per attached

Should you have any questions please contact me prior to our August 5 meeting. Thank you.

PROJECT LEAD THE WAY, INC. SERVICES AGREEMENT

This Services Agreement is entered into on the 25 day of June, 2021 by and between Project Lead The Way, Inc., ("PLTW"), 3939 Priority Way South Drive, Suite 400, Indianapolis, Indiana 46240, and the Board of Cooperative Educational Services, Monroe #1, 41 O'Connor Road, Fairport, New York 14450 ("BOCES"), (collectively hereinafter "the Parties").

WHEREAS, PLTW has established a comprehensive education program (the "Program"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering and the professional development associated with those curricular programs. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

WHEREAS, PLTW will provide the Program to the districts and schools seeking to implement the Program, ("Program Participants"), as outlined in the respective agreements that have been executed between PLTW and each Program Participant ("Program Agreement").

WHEREAS, the BOCES seeks to purchase PLTW Programs, teacher training costs, and equipment and supplies on behalf of districts and schools that offer PLTW Programs and are located within the BOCES ("BOCES Program Participants").

The Parties therefore agree as follows:

- 1. Description of Services.** PLTW will provide the Program to BOCES Program Participants that register online, identify which distinct curricular program or programs they wish to implement, and execute a Program Agreement with PLTW. PLTW will offer professional development through a network of training sites that is required for teachers who will implement a PLTW Program. Through the online myPLTW Store, PLTW will make available equipment and supplies needed to support the curriculum. BOCES agrees to pay PLTW costs and fees associated with the implementation of the PLTW Programs on behalf of BOCES Program Participants, including but not limited to participation fees, costs associated with training teachers, and equipment and supplies for implementation of the Programs, (collectively "Services"), as outlined herein and in the applicable documents governing the same executed by and between PLTW and BOCES Program Participants.
- 2. Annual PLTW Program Participation Fee.** Each BOCES Program Participant will be assessed an annual participation fee for each school or site participating in the Program and BOCES agrees to provide funding for those Programs and make such payments directly to PLTW. PLTW reserves the right to delay Program access to BOCES Program Participants until invoices are paid. The participation fee

covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

- 3. Required Teacher Training.** Teachers are required to successfully complete PLTW Core Training for each PLTW course-, unit-, or module they will instruct. Each BOCES Program Participant will select each teacher for participation in the PLTW Core Training. It is the sole responsibility of the BOCES Program Participant to verify that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. BOCES Program Participant shall register each teacher being selected for Core Training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate for lawful reasons, and shall determine, in its sole discretion, whether a teacher has successfully completed any required training. Participating teachers must successfully complete all requirements of Core Training, including any prerequisite online Readiness Training. Previously trained teachers may repeat Core Training. PLTW may from time to time require any teacher to attend supplemental or repeat training. PLTW may also modify existing training sessions. As between PLTW and BOCES Program Participant, BOCES Program Participant is responsible for transportation, lodging, meals and other expenses incurred in connection with training programs.
- 4. Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the BOCES Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.
- 5. PLTW Terms of Service & Privacy Policy.** The BOCES shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW upon reasonable prior notice to BOCES and BOCES Program Participants. The BOCES agrees that it is responsible for its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to PLTW Programs, any

information PLTW may have, and the terms and conditions under which PLTW Programs are operated.

6. **Term/Termination.** The initial term of this Services Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Services Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Services Agreement. This Services Agreement may be terminated at any time and for any reason upon thirty (30) days' prior written notice; however, BOCES agrees any such termination will not preclude BOCES Program Participants' receipt of funding through the BOCES for implementation of the Program for the current academic year at the time of termination.
7. **Program Identification. PLTW Marks and Materials. No License.** *Project Lead The Way, PLTW*, the PLTW "atom" logos, and other identifying materials and/or marks used in the Program, ("Marks"), are service/trademarks of PLTW. BOCES agrees that PLTW retains all rights and title to its curricula, framework, methodologies, assessment design, processes, information, printed and/or electronic materials, and other intellectual property (collectively referred to as "Materials") and its Marks. BOCES agrees it will not receive any license or use rights in any PLTW Program. In the event BOCES seeks access to the PLTW Program, BOCES will enter into an Agreement with PLTW and pay appropriate participation fees to receive such access. BOCES understands and agrees PLTW grants to BOCES Program Participant a non-exclusive, non-transferable license to use and reproduce, to the extent authorized herein, Materials and Marks, for the sole purpose of implementation of the Program at Participating Locations that are actively providing instruction to students by authorized faculty that have completed required training. During the term of the respective Agreement, BOCES Program Participant shall use the appropriate Marks on all Program Materials and communications with faculty, students, officials and community constituents and will follow all instructions and labels relating to the Marks and Materials to facilitate the proper promotion of the Program. Any other use, reproduction, disclosure, or distribution of the Marks or Materials, including but not limited to commercial use, is strictly prohibited.
8. **Indemnification.** (a) To the extent permitted by law, BOCES shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the BOCES or any of its agents or employees (1) to perform any of its representations or commitments under this Services Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may

be contained on BOCES software or BOCES equipment used for the Program. (b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the BOCES from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the BOCES may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Services Agreement.

9. No Rights Under PLTW Program Agreements. The existence of this Services Agreement does not provide BOCES with any rights under the Program Agreements that have been executed by and between PLTW and the BOCES Program Participants. This Services Agreement does not provide BOCES authority to determine which schools and districts may implement PLTW Programs, nor does it have the right to determine the PLTW Programs those districts and schools elect to implement. BOCES shall not acquire any rights to use the software, equipment and/or content of PLTW Programs without express prior written consent of PLTW in each instance.

10. Notices. Notices or communications required under this Services Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the BOCES:
Monroe 1 BOCES
Attn: Ms. Lisa Ryan
41 O'Connor Road
Fairport, New York 14450

If to PLTW:
Project Lead The Way, Inc.
3939 Priority Way South Drive, Suite 400
Indianapolis, IN 46240
ph: 877-335-7589

11. Representations of the BOCES. With respect to the authority to bind the BOCES, the BOCES makes the following representations: (1) This Services Agreement has been duly approved by the governing authority of the BOCES, and the person executing this Services Agreement on behalf of the BOCES has been duly authorized to so act by the BOCES; (2) This Services Agreement is a legally binding agreement that's rights and obligations run only between the BOCES and PLTW, and the BOCES's execution of this Services Agreement does not create nor limit rights in any other party; and (3) The terms of this Services Agreement do not violate or conflict with the BOCES's charter or any other of its rules of governance, the laws of the State of New York or any subdivision thereof, or any other agreement to which the BOCES is a party; and (4) this Services Agreement shall not be used to limit the rights and/or relationships of PLTW and any of its Program Participants in any manner.

- 12. Assignment.** BOCES shall not assign any of the BOCES's rights or delegate any of the BOCES's obligations under this Services Agreement to any third party without the prior written consent of PLTW.
- 13. Governing Law and Choice of Venue.** This Services Agreement will be construed in accordance with and governed by the laws of the State of New York. Any action brought with respect to this Services Agreement shall be brought in or venued to a court of competent jurisdiction within the State of New York. By execution of this Services Agreement, each Party consents to personal jurisdiction in the courts of the State of New York.
- 14. Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the Family Educational Rights and Privacy Act, New York Education Law Section 2-d, their implementing regulations, and the PLTW Contract Addendum in Compliance with New York State Education Law Section 2-d . (attached hereto and incorporated herein by reference).
- 15. Order of Interpretation and Control.** In the event of a conflict between this Services Agreement, its exhibits, or any other documents, the PLTW Contract Addendum in Compliance With New York State Education Law Section 2-d, the PLTW Contract Addendum in Compliance with New York State Education Law Section 2-d shall control, then this Services Agreement, then any other terms and conditions, as each may be applicable to each party herein.
- 16. Non-Discrimination and Legal Compliance.** PLTW agrees that it will not discriminate against anyone with respect to the provision of services hereunder on the grounds of race, religion, creed, color, national origin, gender, sexual orientation, disability, marital status, veteran status or other protected category. In providing the services pursuant to this Agreement, PLTW will comply with all applicable laws, rules and regulations.
- 17. Insurance.** Each party hereby agrees to obtain and thereafter maintain in full force and effect during the term of this Agreement general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- 18. Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties or between PLTW and any participating school district. PLTW will be an independent contractor and not a Monroe 1 BOCES or school district employee for any purpose

whatsoever. No PLTW employee shall be entitled to any payment or benefit from Monroe 1 BOCES or a participating school district.

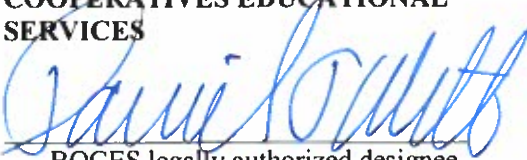
19. Entire Agreement. This Services Agreement, the PLTW Contract Addendum in Compliance with New York Education Law Section 2-d, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between PLTW and the BOCES with respect to the subject matter of this Services Agreement. This Services Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

20. Effectiveness; Date. This Services Agreement will become effective when both parties have signed it. The date of this Services Agreement will be the date this Services Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Services Agreement on the date stated opposite that party's signature.

**MONROE #1 BOARD OF
COOPERATIVES EDUCATIONAL
SERVICES**

Date: 7/29/21


By: 
BOCES legally authorized designee

Name: Daniel T. White

Title: District Superintendent

Project Lead The Way, Inc.

Date: June 25, 2021 _____

By: 
Kathleen E. Mote, J.D.
Executive Vice President and Chief
Administrative Officer

**PLTW CONTRACT ADDENDUM
IN COMPLIANCE WITH NEW YORK STATE EDUCATION LAW SECTION 2-D**

Project Lead The Way, Inc., (“PLTW”), and BOCES have entered into an services agreement related to the the provision of PLTW programs by PLTW to BOCES Program Participants, (“Agreement”). This addendum, (“Addendum”), which conforms to the requirements of New York Education Law Section 2-d and its implementing regulations, shall supplement the Agreement and be incorporated therein. To the extent this Addendum conflicts with a previously signed Agreement between the parties, this Addendum shall control.

A. Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security
<https://www.monroe.edu/domain/1478>

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students’ education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents’ Bill of Rights for Data Privacy and Security.

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 education record. The procedures for exercising this right can be found in Student Records Policy 6320. (<https://www.monroe.edu/6320>)
3. State and federal laws protect the confidentiality of personally identifiable 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 the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing, to:

Chief Privacy Officer
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, New York 12234.

or

Monroe One Data Protection Officer
William Gregory
Monroe #1 BOCES
41 O’Connor Road
Fairport, NY 14450

B. Part 121 Supplemental Information

The bill of rights shall also include supplemental information for each contract the educational agency enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data. The supplemental information must be developed by the educational agency and include the following information:

- 1. 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;**

PLTW provides transformative learning experiences for PreK-12 students and teachers across the U.S. We create an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive. We also provide teachers with the training, resources, and support they need to engage students in real-world learning. PLTW collects Protected Information at the time of rostering for its programming and/or End-of-Course Assessments, during registration for professional development, and in furtherance of student and teacher opportunities from time to time. The data enable student and teacher access to course curriculum, professional development, resources, and the EOC Assessments, and student opportunities; allow PLTW to evaluate whether there is differential impact and/or bias based on demographic categories; ensure that we offer equitable programming; evaluate program impact and efficacy; continually improve our programs, products and services; enable user functionality within the courses; and provide accurate records for PLTW users. The data will be used for such purposes and consistent with FERPA, COPPA, PPRA, and any other applicable state and federal regulations.

- 2. 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 laws and regulations (e.g., FERPA; Education Law §2-d);**

Reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident; and (d) store data in secure cloud data centers residing in the United States of America.

- 3. 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);**

The duration of the Agreement is defined therein.

Except as otherwise provided herein, PLTW will take reasonable steps to dispose of or de-identify all Data when it is no longer needed for the purpose for which it was obtained.

- a. Disposition will include (1) shredding of any hard copies of Data; (2) erasing; or (3) otherwise modifying the PII in any Data to make it unreadable or indecipherable.

- b. This duty to dispose does not extend to Data (1) for which PLTW has specifically obtained consent from the parent, legal guardian, and/or eligible student to keep; (2) that has been de-identified; and/or (3) that otherwise saved or maintained by a student.

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;

Parents, legal guardians, or eligible students may challenge the accuracy of the student data collected by notifying the Program Participant in writing, consistent with its student records policy; and PLTW agrees to abide by the Program Participant's decision to the extent a change is required.

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 and data security and privacy risks mitigated; and

PLTW stores all data in an encrypted format within AWS data centers in the United States of America, stored with AES-256, block-level storage encryption. Keys are managed by Amazon, and individual volume keys are stable for the lifetime of the volume. PLTW reviews external audits of AWS data centers on a regular basis to ensure AWS is maintaining compliance and security requirements.

6. Address how the data will be protected using encryption while in motion and at rest.

Encryption technology, as defined in Part 121.1(i), shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, login information transmitted over SSL, firewalls, and encrypted password protection, shall be used when data is stored or transferred; encryption, as defined in Part 121.1(i), shall also be utilized to protect personally identifiable information in PLTW's custody while in motion and at rest. All data is encrypted at rest at a volume level by default (minimum AES 256) and in transit (minimum TLS 1.2).

C. Data Security and Privacy Plan

Project Lead The Way, Inc., (“PLTW”), shall ensure data received pursuant to the agreement executed by and between the parties, remains secure and private consistent with the following:

1. PLTW incorporates and complies with the requirements of the BOCES’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 PLTW’s possession and use of data contemplated pursuant to the Agreement.
2. Use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests.
3. Education records shall not be used for any purposes other than those explicitly authorized by the Program Participant, as contained in the Agreement or this Data Security and Privacy Plan, by the person that provided the Data or consent to use the Data, such as student, parent/legal guardian, or as permitted or required by law.
4. Reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident; and (d) store data in secure cloud data centers residing in the United States of America.
5. PLTW has adopted and utilizes technologies, safeguards and practices that, at a minimum, align with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1, as required by Part 121. PLTW utilizes web application firewalls, multi-factor authentication, regular information security awareness training for all Team Members, anti-virus and security incident event monitoring, IPS and IDS, and secure data centers to help protect all data, as well as maintain a comprehensive library of internal policies surrounding protection of data. PLTW implements a robust risk management program to continually monitor and mitigate risks to PLTW and data it stores, and in the event of a data security incident which compromises personally identifiable information, including any breach of security resulting in an unauthorized release of student data by PLTW or any of its subcontractors or assignees, PLTW agrees to promptly notify the Program Participant and otherwise comply with applicable laws regarding any notification obligations. Furthermore, PLTW implements safeguards including elastic load balancing, has VPCs in place, maintains a decoupled infrastructure, and requires network facing username and passwords. Server maintenance is performed by PLTW’s Infrastructure and Application Development teams, including but not limited to server patches and upgrades, which is thereafter locked down with encrypted key authentication.
6. Encryption technology, as defined in Part 121.1(i), shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, login information transmitted over SSL, firewalls, and encrypted password protection, shall be used when data is stored or transferred; encryption, as defined in Part 121.1(i), shall also be utilized to protect personally identifiable information in PLTW’s custody while in motion and at rest. All data is encrypted at rest at a volume level by default (minimum AES 256) and in transit (minimum TLS 1.2).
7. PLTW stores all data in an encrypted format within AWS data centers in the United States of America, stored with AES-256, block-level storage encryption. Keys are managed by Amazon, and individual

volume keys are stable for the lifetime of the volume. PLTW reviews external audits of AWS data centers on a regular basis to ensure AWS is maintaining compliance and security requirements.

8. Information security and compliance awareness training is delivered to all PLTW team members at time of hire and on a monthly basis thereafter in an online learning platform inclusive of federal and state laws concerning the confidentiality of student, teacher or principal data.
9. PLTW implements proactive methods for identifying security breaches including monitoring IDS/IPS for events, a SIEM for aggregating event logs, as well as training for team members to identify suspicious activity. Upon confirmation of a breach, PLTW will communicate to each effected school/district within 48 business hours via email and, where required by law, telephone.
10. **Reports and Notifications of Breach and Unauthorized Release**
 - a. PLTW shall promptly notify the Program Participant of any breach or unauthorized release, as those terms are defined in Part 121, 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. Such notice shall, at a minimum, include a telephone call and e-mail to the Program Participant's listed individuals to receive Notice under the Agreement and by overnight delivery as further outlined in Notices Paragraph below.
 - b. PLTW shall cooperate with the Program Participant and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.
 - c. Where the breach or unauthorized release of personally identifiable information is attributable to PLTW, PLTW shall pay for or promptly reimburse the Program Participant for the full cost of such notification.
11. Any Data or other student records continue to belong to the Program Participant, or to the party who provided such Data or consent to use such Data.
12. Students can retain possession and control of their own student-generated content, and possession of EOC Assessment score reports, or transfer the same to a personal account.
13. Parents, legal guardians, or eligible students may challenge the accuracy of the student data collected by notifying the District in writing, consistent with its student records policy; and PLTW agrees to abide by the District's decision to the extent a change is required.
14. Personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to the Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of the Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party; (e) as otherwise permitted or required by law. PLTW shall abide by all other disclosure mandates of law, including, but not limited to, FERPA.
15. Personally identifiable information shall not be used for targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement, PLTW's Privacy Policy, or permitted or required by law.
16. PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes.

17. Student data received by PLTW shall be confidential and maintained in accordance with federal and state law, and PLTW shall comply with the data security and privacy policy of the Program Participant.
18. Except as otherwise provided in the Agreement or this Data Security and Privacy Plan, PLTW shall not disclose any personally identifiable information to any other party without the prior documented consent of the parent or eligible student except for as specifically authorized under Part 121.9(5).
19. Subject to current legal requirements, PLTW shall have the right to receive and retain PLTW End-of-Course Assessment (“EOC Assessment”) results and may use such data with PII removed in evaluating the EOC Assessments, the Program and the effectiveness of the Program, and/or the Participating Locations. Additionally, student performance on a PLTW EOC Assessment may provide long-term consequential benefits and value to students during their scholastic experience and following graduation or departure therefrom. PLTW will obtain specific consent from students and/or their parents/legal guardians during the EOC Assessment registration process to maintain these data.
20. PLTW may, either directly or through its contracted vendor, retain data and make such data available to the student that is the subject of the Data for purposes of seeking higher education and other opportunities. Such Data retention is subject to legal and or regulatory record retention requirements, and Data will be securely destroyed when the data is no longer needed for the purposes for which they were obtained, or transferred to the District or District’s designee, according to a schedule and procedure as the parties may reasonable agree, unless consent to maintain the Data is obtained or as otherwise permitted by applicable law. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with the Agreement. PLTW reserves the right to purge applicable Data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable written request of Program Participant where such information remains under Program Participant’s control.
21. PLTW may utilize subcontractors and will monitor any subcontractor or vendor that has access to personally identifiable information to ensure such third parties follow the obligations set forth herein. Where PLTW engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on PLTW by state and federal law and contract shall apply to the subcontractor.
22. Except as otherwise provided herein, PLTW will take reasonable steps to dispose of or de-identify all Data when it is no longer needed for the purpose for which it was obtained.
 - a. Disposition will include (1) shredding of any hard copies of Data; (2) erasing; or (3) otherwise modifying the PII in any Data to make it unreadable or indecipherable.
 - b. This duty to dispose does not extend to Data (1) for which PLTW has specifically obtained consent from the parent, legal guardian, and/or eligible student to keep; (2) that has been de-identified; and/or (3) that otherwise saved or maintained by a student.
23. PLTW represents and warrants that, prior to the receipt of student data, it will implement all state, federal, and local data security and privacy contract requirements and that it will continue to assess, audit, and otherwise modify its internal processes and this Data Security and Privacy Plan to ensure compliance with such requirements over the life of this Agreement, consistent with the Program Participant’s data security and privacy policy.
24. Program Participant acknowledges that, due to PLTW’s legal obligations and/or Program or organizational changes, improvements, or developments, PLTW may modify certain terms of this Data Security and Privacy Plan from time to time upon reasonable notice to Program Participant in a form and delivery method determined by PLTW, and any such changes will continue to meet all applicable state and federal laws and regulations. Unless otherwise provided in notices of such changes, the most current terms shall apply to all information held by PLTW and to the terms and conditions under which the Program is operated.

PROJECT LEAD THE WAY, INC.

By: 
Kathleen E. Mote
EVP and Chief Administrative Officer

Date: June 17, 2021

MONROE #1 BOARD OF COOPERATIVES EDUCATIONAL SERVICES

By: 

Date: 

Name: _____

Title: _____

