

PLTW NY EDUCATION LAW SECTION 2-D DATA PRIVACY AGREEMENT

This Data Privacy Agreement is entered into on the 13th day of July, 2022 by and between Project Lead The Way, Inc., (“PLTW”), 5939 Castle Creek Parkway North Drive, Indianapolis, Indiana 46250, and the Broome-Tioga BOCES, 435 Glenwood Road, Binghamton, New York, (“BOCES”), (collectively hereinafter “the Parties”).

A. Background

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.

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(s)").

The BOCES seeks to purchase and/or provide funding for PLTW Programs, teacher training costs, and equipment and supplies on Program Participants that are located within the BOCES.

During implementation of the Program, PLTW will receive information from Program Participants that includes personally identifiable information, as defined by federal and state law. The parties agree that this document contemplates PLTW’s obligations as to the security and privacy of the data received under any Program Agreement.

B. Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security

Broome-Tioga BOCES is committed to protecting the privacy and security of student, teacher and principal data. In accordance with New York Education Law § 2-d, BOCES wishes to inform the community of the following:

- A student's personally identifiable information cannot be sold or released for any commercial purposes.
- Parents have the right to inspect and review the complete contents of their child's education record.
- 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.
- A complete list of all student data elements collected by the state is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York, 12234. Complaints may also be directed to the chief privacy officer via email at: Privacy@mail.nysed.gov.

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 Program 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.