

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

Project Lead The Way, Inc., ("PLTW"), and Program Participant have entered into an agreement for the provision of PLTW programs by PLTW, ("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. Education Law § 2-D Bill of Rights for Data Privacy and Security<sup>1</sup>**

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at [www.nysed.gov/data-privacy-security](http://www.nysed.gov/data-privacy-security), and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints may be submitted to NYSED at [www.nysed.gov/data-privacy-security](http://www.nysed.gov/data-privacy-security); by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474- 0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

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<sup>1</sup> V1\_06052020

Source: [http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights\\_1.pdf](http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_1.pdf)

**B. Part 121 Supplemental Information<sup>2</sup>**

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 Data Security and Privacy Plan, Section 2. Use or access to protected data shall be limited to PLTW employees or subcontractors that need access to provide the contracted services discussed in the Agreement

PLTW Data Security and Privacy Plan, Section 15. Personally identifiable information shall not be used for targeted advertising or sale or release for a commercial purpose.

- 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);**

PLTW Data Security and Privacy Plan, Section 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

- 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.

PLTW Data Security and Privacy Plan, Section 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.

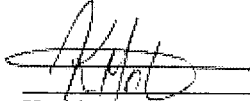
- a. Disposition will include (1) shredding of any hard copies of Data; (2) erasing; or (3) otherwise modifying the PII in any Data to make it unreadable or indecipherable.
- b. This duty to dispose does not extend to Data (1) for which PLTW has specifically obtained consent from the parent, legal guardian, and/or eligible student to keep; (2) that has been de-identified; and/or (3) that otherwise saved or maintained by a student.

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<sup>2</sup> Source: Part 121 8 NYCRR 121.3(c)

PROJECT LEAD THE WAY, INC.

By:



Kathleen E. Mote  
EVP and Chief Administrative Officer

Date: July 1, 2020

PROGRAM PARTICIPANT

By:

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Date:

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Name:

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Title:

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