

CONTRACT AGREEMENT  
***Simsbury Public Schools***  
and  
***PLTW***

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This Agreement (“Agreement”) is entered into on this 19 day of **September, 2019**, between the Simsbury Board of Education (the “Board”) and ***Project Lead The Way, Inc.***, (“Contractor” or “PLTW”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising” shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, “student data”) provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to request in writing and/or via email the deletion of student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request in writing and/or via email the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request in writing and/or via email that Contractor delete student data in Contractor’s possession by sending such written request to the Contractor’s Chief Legal Officer by electronic mail. Upon confirmed receipt of such written request by PLTW’s Chief Legal Officer, the Contractor will delete the requested student data within thirty (30) days of receiving such a request. The Contractor shall not use student data for any purposes other than those authorized pursuant to this addendum.
3. The Contractor shall not use student data for any purposes other than school purposes, those authorized pursuant to this Agreement and/or any signed written agreement between the parties.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by following the amendment procedures outlined in the Board’s Confidentiality and Access to Education Records Policy, #5127. If the Contractor receives a request to review student data in the Contractor’s possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within ten (10) business days of receiving such a request.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:
  - (1) 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;
  - (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
  - (3) 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;
  - (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
  - (5) any student records continue to belong to the Program Participant;
  - (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
  - (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
  - (8) 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 this ; (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; or (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, in which case Program Participant may have the option to terminate the Agreement;
  - (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under the Agreement;
  - (10) PLTW will not knowingly amass a profile about a K-12 student, except in

furtherance of K-12 school purposes;

(11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data;

(12) meeting or exceeding industry standards relating to the safeguarding of confidential information.

6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been confirmed breach of security that results in an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps: PLTW shall provide initial notice to the Board within five (5) business days after the discovery of such confirmed breach. The Initial Notice shall be delivered to the Board by electronic mail to the Director of Systems Technology (Jason Casey, [jcasey@simsbury.k12.ct.us](mailto:jcasey@simsbury.k12.ct.us)). Following receipt of the Initial Notice, the Board may send a written request for, and PLTW shall provide within ten (10) business days:
  - Date and time of the breach;
  - Names of student(s) whose student data was released, disclosed or acquired;
  - The nature and extent of the breach;
  - The Contractor's proposed plan to investigate and remediate the breach.
7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except on a de-identified aggregate basis, and/or if a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The parties agree that the student data shall be used in furtherance of implementation of the program, program improvement, school purposes, and/or as otherwise set forth in this agreement and/or any signed written agreement between the parties. The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this any signed written agreement between the parties, proper professional practices, and student confidentiality and applicable laws. The Board shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.
9. The Board has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent

from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources.

10. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
11. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
12. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
13. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
14. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

This Agreement is effective upon execution by both parties and shall continue until ending date of contract.

Joncia Lytwynec  
Director of IT/CTE  
Simsbury Public Schools



9/19/19

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Signature and Date

Name Glade T. Montgomery  
Role SVP and Chief of Staff  
PLTW PROJECT LEAD THE WAY, INC.

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 9/27/2019  
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Signature and Date

