

Terms and Conditions

These Terms and Conditions (“Terms”) apply to your use of The Aspire Registry at <https://nyworksforchildren.org/Aspire/go/> and the QUALITYstarsNY website and data systems at www.qualitystarsny.org. The Aspire Registry, New York State’s registry for early childhood professionals, is a component of New York Works for Children, the statewide early childhood professional development system. New York Works for Children is an initiative of the NYS Early Childhood Advisory Council administered by the New York Early Childhood Professional Development Institute (“PDI”, “we” or “us”). PDI is a public-private partnership that brings together a range of New York City agencies, a consortium of private funders, and The City University of New York (CUNY) to build a comprehensive system of professional development for individuals who work with young children in New York. The Aspire Registry provides services to early childhood professionals (including teachers, directors, family child care providers, trainers, or non-direct care staff) that recognize their professional accomplishments, allow them to plan and record their professional development activities, and find high-quality professional development opportunities to enrich their practice. QUALITYstarsNY, New York’s quality rating and improvement system, is an initiative of the NYS Early Childhood Advisory Council and is administered by PDI. QUALITYstarsNY provides assessments and ratings of early childhood programs in New York as well as quality improvement technical assistance and supports.

ACCEPTANCE OF TERMS

By joining or using The Aspire Registry and/or QUALITYstarsNY (each a “Site” and collectively, the “Sites”), you are agreeing to be bound by these Terms. If you use a particular service on or through The Aspire Registry and/or QUALITYstarsNY, you will be subject to any additional rules or policies that apply to those services. We may occasionally update these Terms. For material changes to these Terms, we will notify you either by placing a prominent notice on The Aspire Registry landing page of the New York Works for Children website, on the QUALITYstarsNY website, or by directly sending you a notification. We encourage you to periodically review these Terms and Conditions to stay informed about how we are protecting the personal information we collect. Your continued use of a Site constitutes your agreement to these Terms, and any updates. By using these Sites, you consent to the data practices described in these Terms. These Terms and all matters or issues relating to them shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed and performed entirely therein (without regard to any principles of conflict of laws), and jurisdiction for any court action is the State and County of New York. You can contact PDI with your questions and/or comments about these Terms, the Sites or your membership, by writing to: New York Early Childhood Professional Development Institute, 16 Court Street, Brooklyn, NY 11241 or by sending an email to info@nyworksforchildren.org or info@qualitystarsny.org. (Please be sure to include your Aspire Registry Identification number and email address to facilitate our response.)

PRIVACY

The individual profile you create on The Aspire Registry will maintain the information that you share about your education and employment history (including any licenses, credentials, certifications that you hold), your professional memberships and contributions, and your professional development activities (training). To respect your privacy, efforts have been made to minimize the collection of sensitive data (for instance, The Aspire Registry does not collect information about your credit or

medical history). Additionally, where possible, questions on your profile have been made optional so that you can choose not to disclose information you feel is sensitive.

Personally Identifiable Information

Personally Identifiable Information is the information that you enter on The Aspire Registry that can be connected to you personally. The only people who have regular or routine access to the information on your Aspire Registry online profile are you (and anyone you give your password to), your director/employer, The Aspire Registry staff and subcontractors, and licensing agencies. Your director will not have direct access to your profile without your password, but will be able to see information about your employment and professional development through your program's Aspire Registry Organization Account. If your program participates in QUALITYstarsNY, then QUALITYstarsNY staff will also be able to see your Aspire Registry profile. Your licensor will be able to view your professional development, employment, education and other information that is entered on your Aspire Registry profile because they are legally required to have access to this information. The Aspire Registry staff will have access to your profile in order to maintain your account (verify your achievements, print your certificate, retrieve lost passwords, etc.). Subcontractors, including the software developers and server facilities, will have access to your profile in order to provide technical support (fix potential bugs, for instance) and physical storage for the data. (See the section on "Security" for more information about how your data is protected). If you receive services from PDI's Career Development Centers and provide your Aspire ID, your Career Advisor will be able to view the status of your Aspire membership, for example, "Ready for Processing," "Current," or "Expired."

PDI will not disclose your Personally Identifiable Information without your permission to third parties for private or commercial use, or for any purpose other than complying with licensors, federal, state or municipal law or regulation, or maintaining your account. In the event of a merger, sale or reorganization, PDI may transfer your Personally Identifiable Information and other information after providing you with notification. PDI may disclose Personally Identifiable Information if required by law or in the good faith belief that it is necessary to do so as required by or permitted by law, to protect the safety of The Aspire Registry and QUALITYstarsNY users or the rights or property of PDI or New York Works for Children or QUALITYstarsNY websites, partner organizations, or the public. (For example, PDI may share personal information to protect against fraud, trademark infringement, or other violations of these terms and conditions.)

Non-Personally Identifiable Information

PDI may provide your information to governmental, academic or not-for-profit institutions for research, statistical, or policy goals, provided that the information cannot be connected to you personally (Non-Personally Identifiable Information). In particular, this information may be shared with the NYS Office of Children and Family Services, NYC Department of Health and Mental Hygiene, New York State Association for the Education of Young Children, NY Early Childhood Professional Development Institute, organizations and individuals sponsoring training events, program administrators, parent information and research surveys. (For example, if a research institution requests the number or percentage of early educators in New York who hold a certain credential, your credential may be tallied as part of that calculation, but your name, contact information, or other personal information will not be disclosed to that institution in connection with your credential or otherwise).

CONFIDENTIALITY

Any communication or material you transmit to the site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like may be shared with licensors and regulators, law enforcement agents, employers, PDI staff or partner organizations. PDI will make good faith efforts to maintain the confidentiality of your communications through The Aspire Registry, QUALITYstarsNY, and PDI staff from other third parties. However, PDI is free to use any ideas, concepts, know-how or techniques contained in any communication you send to a Site for any purpose whatsoever including, but not limited to, developing outreach materials and improvements in technical assistance for The Aspire Registry and QUALITYstarsNY, provided your name and contact information are not disclosed without notification.

SECURITY

We maintain physical, electronic, and procedural safeguards that meet or exceed industry standards to guard your nonpublic personal information. The Aspire Registry and QUALITYstarsNY staff protect your account information by placing it on the secure portion of our websites, using firewalls and other security technology to protect our network and systems from external attacks, and requiring you to enter a unique user name and password to access your account information online. Our servers have been enabled with Secure Sockets Layer (SSL) technology to prevent unauthorized parties from viewing the nonpublic personal information that you provide or access during a secure session. In addition, we employ digital certificate services to authenticate that you are transacting with our website. All paper files are kept in locked drawers accessible only to The Aspire Registry staff members. When your files are transferred to electronic storage, your documents are stored on a private folder only accessible to The Aspire Registry staff members with authorization, located on an internal server enabled with firewalls and other security technology to protect our network and systems from external attacks.

YOUR CONDUCT

By using The Aspire Registry or any of the tools and services on it, including but not limited to Organization Accounts and Profiles, Individual Accounts and Profiles, the Training Calendar, Event Registration, and QUALITYstarsNY tools and services, you represent and warrant that a) you are at least eighteen years of age, b) all content that you provide is accurate, and c) you grant PDI and its partners, including CUNY, worldwide, non-revocable, non-exclusive permission to use, display, reproduce, adapt, distribute, archive, in whole or in part, of such content in connection with the operation of The Aspire Registry and QUALITYstarsNY. You are solely responsible for maintaining the confidentiality of your password, as well as the conduct of the person who logs onto your account, whether authorized or unauthorized by you. You shall immediately notify The Aspire Registry or QUALITYstarsNY staff of any unauthorized use of your account or password.

You are prohibited from posting or transmitting any fraudulent, unlawful, libelous or defamatory material or any material that could constitute a criminal offense, give rise to civil liability or otherwise violate any law. You are prohibited from posting or transmitting any information or documents that contain Personally Identifiable Information for any child or family you or your program serves. PDI reserves the right to remove any content posted at any time at its sole discretion. PDI will fully cooperate with any law enforcement authorities or court order requesting or directing PDI to disclose the identity of anyone posting information or materials prohibited by this paragraph.

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DAMAGES AND WARRANTIES

PDI assumes no responsibility, and shall not be liable for any damages from viruses, bugs, lost data or other malfunctions that occur on The Aspire Registry and QUALITYstarsNY or any sites linked to The Aspire Registry or QUALITYstarsNY. PDI has not reviewed all of the sites linked to The Aspire Registry and QUALITYstarsNY, and is not responsible for the content of any off-site pages or any other sites linked to The Aspire Registry and QUALITYstarsNY. Your linking to any other off-site pages or other sites is at your own risk and the fact that there is a link to The Aspire Registry or QUALITYstarsNY should not be construed as an endorsement of either the linked Site's content or sponsors. While PDI uses reasonable efforts to include accurate and up-to-date information on The Aspire Registry and QUALITYstarsNY, PDI makes no warranties or representations as to its accuracy or does PDI assume any liability or responsibility for any errors in the content of the Sites.

TERMINATION OF ACCESS OR SERVICE:

We have the right (though not the obligation) in our sole discretion to block your email or IP address, or otherwise terminate your access to or use of the Sites (or any part of them), at any time and without notice, if you violate these Terms.

We reserve the right to modify, suspend or discontinue the Sites, with or without notice, at any time and without any liability to users of the Sites.

ACCEPTANCE OF TERMS

By indicating your agreement, you acknowledge that you have read and understood, and agree to comply with these Terms.