

Student Data Privacy Agreement

Section 2-c and 2-d of the New York State Education Law require that third party contractors, including casual employees, comply with the Parents' Bill of Rights and ensure privacy of any personally identifiable data shared under this contract. Contractor agrees to comply in every respect with all applicable provisions of section 2-c and 2-d of the NYS Education Law and any subsequently promulgated rules, regulations or laws regarding the same. Contractor has read the Parent's Bill of Rights and has read the District's Student Records Policy and agrees to fully comply with both including any amendments. For reference, the Parents' Bill of Rights is included below. The District will notify Contractor of any significant changes to either policy.

Laurens Central School Parents Bill of Rights for Data Privacy and Security

1. A student's personally identifiable information (PII) cannot be sold or released by Laurens Central School for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by Laurens Central School. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. NYSED will develop policies and procedures pertaining to this right some time in the future.
3. State and federal laws protect the confidentiality of PII, 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 for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints with Laurens Central School about possible privacy breaches of student data by the Laurens Central Schools' third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to Romona N. Wenck, Superintendent, Laurens Central School, 55 Main Street, Laurens NY 13796, phone: (607) 432-2050, x1120, Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, Ms. Tina Sciocchetti.

For purposes of further ensuring confidentiality and security of student data - as well as the security of personally-identifiable teacher or principal data - the Parents' Bill of Rights (above) and the following supplemental information must be agreed to in order to access to this information:

1. Any data obtained under this agreement will be for the sole purpose of providing analysis on student test results; Aggregate and student-level item analysis may:
 - a. Provide information ONLY on those test questions that count toward students' operational test scores;
 - b. Provide the number and/or percentage of students who answered the question correctly (or whether an individual student answered the question correctly);
 - c. Provide the number and/or percentage of students earning each attainable raw score for each of the constructed-response questions;
 - d. Provide the standard or domain with which the item is associated;
 - e. May NOT provide or otherwise indicate the correct answer to the question;
 - f. May NOT indicate the response selected by students who answered the question correctly;
 - g. May NOT provide the count or percentage of students who chose each incorrect response or indicate which answer choices were incorrect.

In addition to the above list, the following additional item analyses may be provided ONLY for those multiple-choice and constructed-response test questions that are available on the EngageNY web site (<http://www.engageny.org>):

- a. ONLY for those multiple-choice questions released on this web site, reporting may show, as a count or percentage of students or both, how many students chose each of the answer choices, including each incorrect answer.
 - b. In addition, reporting may provide aggregate-level reporting that shows, by a count or percentage of students or both, how many students earned each attainable raw score for each of the constructed-response questions released on this EngageNY web site.
 - c. All such reporting to schools and districts must identify the multiple-choice and constructed-response test questions by the number of the page on which the question is provided in the posted set of Released Questions with Annotations and by the code number for the question shown on those pages.
 - d. The operational test question number associated with the released questions must not be divulged.
2. The data will be shared only with those individuals needing access to provide analysis. This information may not be shared or transferred to another organization or party or anyone within your organization who does not need this information for the purposes outlined in this agreement. The data must be destroyed when no longer needed for the purposes outlined in this agreement, by any and all entities, including vendor partners;
 3. This agreement will be valid for the length of any existing contract or casual employee agreement already in place, which this agreement amends;
 4. Upon expiration of this agreement, all data held by third party contractors or casual employees shall be destroyed or turned over to Laurens Central School, unless further agreement is made;
 5. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected, by contacting Romona N. Wenck; and

6. All student data or teacher or principal data will be stored in such a manner as to protect data security, and security protections taken to ensure such data will be protected.

If you accept these terms, please sign below and return via email (rwenck@laurens.org).

Company (or if Casual Employee please indicate)

Printed Name

Signature

Date