

Contract Rider between Vestal Central School District

And

- a. _____ (Vendor) acknowledges that the Vestal Central School District (Customer) is a public education governmental unit pursuant to the laws of the State of New York.
- b. This Rider is hereby incorporated into the Agreement between Vendor and Customer. Notwithstanding any other language in the Agreement, including any referenced documents as well as otherwise incorporated documents, to the contrary, the language of this Rider has been individually negotiated and supersedes any other language that conflicts with the provisions of this Rider.
- c. No part of this Agreement can be changed or modified as relates to Customer, without Customer's prior written notice and written agreement of the proposed changes to the Agreement.
- d. Vendor agrees to defend, indemnify, and hold harmless Customer and Customer's officers, employees, volunteers, Users, agents, and other representatives (collectively Indemnitees) from any and all losses, costs, liabilities, damages, and expenses (including but not limited to reasonable attorneys' fees and reasonable attorneys' fees in seeking to enforce its rights pursuant to this Agreement) arising out of intellectual property claims brought by third parties based upon any intellectual property supplied to Indemnitees by Vendor or Vendor's affiliates or licensors pursuant to this Agreement.
- e. No defense, indemnification, or hold harmless provision of the Agreement shall applied against Customer except to the extent Vendor also provides that identical provision protecting Customer and Customer's officers, employees, volunteers, agents, authorized users and other representatives.
- f. Vendor waives and releases Customer from any claim of reimbursement of legal fees relating to its enforcement of the Agreement except to the extent the relevant provision of the Agreement provides that the prevailing party is entitled to such fees on the disputed matter following the decision and judgment of a Court of law finally deciding the matter.
- g. Customer general liability. No limitations, exclusions, disclaimers or other language seeking to reduce or eliminate Vendors legal or financial duties shall apply to its duties under this subparagraph of the Rider.

- h. *No limitations shall apply to Vendor's duty to defend, indemnify, or hold harmless pursuant to subsection d above. For all other liabilities, Vendor's liability to Customer shall be the greatest of the amount and kind provided for in the agreement, or,*
 - a. *One year's fees payable by Customer to Vendor pursuant to Agreement, or*
 - b. *Vendor's applicable insurance coverage.*
- i. *The Parties agree that this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that exclusive jurisdiction to resolve any conflicts relating to this Agreement shall be in the State and Federal Courts with venue in Broome County New York. The Parties consent to personal jurisdiction in such Courts. Arbitration is expressly prohibited. There is no waiver of class action suits against Vendor.*
- j. *No assignment shall be authorized against a Customer without its written consent.*
- k. *No Service of Process against Customer by electronic means is permitted.*
- l. *Vendor acknowledges that Customer is subject to New York State Freedom of Information Law. Confidential Information does not include any information required to be produced pursuant to law, or a lawfully issued subpoena or other judicially enforceable demand. Customer does not have to provide advance notice to Vendor prior to complying with such lawful demands for information.*
- m. *No limitation of time in the Agreement shall shorten Customers' time period to seek redress from the Vendor and where not satisfied, bring an action or special proceeding against Vendor as otherwise provided by applicable law.*
- n. *Vendor's rate of interest on any unpaid amounts due from Customer shall be 3% annual.*
- o. *This Rider shall survive termination of the Agreement.*

Vestal Central School District

Date

Kim Sallee

Language Testing International, Inc.

Date

Exhibit A

DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA PURSUANT TO EDUCATION LAW §2-C AND §2-D

District and Vendor agree as follows:

1. Definitions:

(1) Protected Data means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;

(2) Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);

2. Confidentiality of all Protected Data shall be maintained in accordance with State and Federal Law and the [District's Data Security and Privacy Policy](#);

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms;

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations;

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to Protected Data, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access;

6. Vendor shall:

(1) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(2) not use the education records for any other purposes than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes;

(3) except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:

(i) without the prior written consent of the parent or eligible student; or

(ii) unless required by statute or court order and the party provides notice of the disclosure to the department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

- (4) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- (5) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;
- (6) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;
- (7) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Data.
- (8) If any terms of the foregoing agreement conflict with any terms of this exhibit, the terms of this exhibit, New York Education Law §2-d and the regulations shall control.”

Exhibit B
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The District, in compliance with Education Law §2-d, provides the following:

DEFINITIONS:

As used in this policy, the following terms are defined:

Student Data means personally identifiable information from the student records of a District student.

Teacher or Principal Data means personally identifiable information from District records relating to the annual professional performance reviews of classroom teachers or Principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Third-Party Contractor means any person or entity, other than a District, that receives student data or teacher or Principal data from the District pursuant to a contract or other written agreement for purposes of providing services to the District, including, but not limited to, data management or storage services, conducting studies for or on behalf of the District, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student or teacher or Principal data from a school district to carry out its responsibilities pursuant to Education Law §211-e and is not a District, and a not-for-profit corporation or other nonprofit organization, other than a District.

Parent means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students.

Eligible Student means a student 18 years and older.

1. Neither student data, nor teacher or Principal data will be sold or released for any commercial purpose;
2. Parents have the right to inspect and review the complete contents of their child's education records. Procedures for reviewing student records can be found in the Board Policy entitled *Student Records: Access and Challenge (#7240)*.
3. Security protocols regarding confidentiality of personally identifiable information are currently in place and the safeguards necessary to protect the confidentiality of student data are maintained at industry standards and best practices as defined below. The safeguards include, but are not limited to, encryption, firewalls, and password protection. As required by Education Law §2-d (5), the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or NIST CSF) is adopted as the standard for data security and privacy;

4. New York State maintains a complete list of all student data collected by the State and the data is available for public review at <http://www.p12.nysed.gov/irs/sirs/NYSEDDataElements2018.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;

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to the District's Data Protection Officer at 607-757-2211.

Complaints may be also be submitted to NYSED online at 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; or by telephone at 518-474-0937.

6. Parents have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's personally identifiable information occurs.

7. Educational agency workers that handle personally identifiable information will receive annual training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect personally identifiable information.

8. The District will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information.

- Following its investigation of a submitted complaint, the District shall provide the parent or eligible student with its findings within a reasonable period, but no more than 60 calendar days from receipt of the complaint;
- Where the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District shall provide the parent or eligible student with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint;
- The District will require complaints to be submitted in writing;
- The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule LGS-1.

9. This policy will be regularly updated with supplemental information for each contract the District 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 District and include the following information:
- 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;
 - 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);
 - 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 District, and whether, when and how the data will be destroyed);
 - 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;
 - where the student data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed.
10. This policy shall be published on the District's website. This policy shall also be included with every contract the District enters with a third-party contractor where the third-party contractor receives student data or teacher or Principal data.

Vestal Central School District
New York State Education Law 2-D: Supplemental Information

This section to be completed by the Vendor

CONTRACTOR	
PRODUCT	
SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list 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 <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list 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) <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list 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 District, and whether, when and how the data will be destroyed) <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list 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 <i>(or list the section(s) in the contract where this information can be found)</i>	
Please list where the student data or teacher or Principal data will be stored, it will be described in such a manner as to protect data security and the security protections taken to ensure that such data will be protected and data security and privacy risks mitigated; and how the data will be protected using encryption while in motion and at rest will be addressed <i>(or list the section(s) in the contract where this information can be found)</i>	

Kim Salter

Signature

Date

Name & Job Title

Language Testing International Terms of Service

Last Updated: February 1, 2021

The LTI test sites (“**Site**”) are provided by Language Testing International, (“**LTI**,” “**we**,” “**us**,” “**Company**,” or “**our**”) to provide services offered by LTI (collectively, the “**Services**”) to you (“**User**,” “**Users**” “**you**” or “**your**”). These Services are governed by these LTI Terms of Service (“**LTI Terms**”), our Privacy Policy available at <https://www.language-testing.com/lti-information/privacy> and any other written agreements you have entered into with LTI, if any.

PLEASE READ THESE TERMS CAREFULLY, AS YOUR USE OF THE SITE CONSTITUTES ACCEPTANCE OF THESE LTI TERMS.

1. Restrictions on Use

1.1. You agree that you will not use the Services for any purpose prohibited by applicable laws and to maintain any materials shown to you when using our Services (“**Materials**”), in strict confidence, and not to share, disclose, transfer, record or otherwise allow an unauthorized third party to view the Materials. The results of any language testing provided via the Services are not part of the Materials.

1.2. You agree: (a) not to duplicate, copy or distribute the Site or Services, except as necessary to use it on a device to access the Services; (b) not to modify, translate or create derivative works based on the Site or Services or disassemble, decompile or reverse engineer any part of the Site or Services, except and only to the extent that applicable law expressly permits; and (c) to preserve all copyright and other proprietary rights notices on the Site or Services and all copies thereof, and to take no actions to violate the intellectual property rights of another.

1.3. To use certain features of the Services, you may be required to register for the Services. To register for the Services, you must be 18 years or older.

1.4. You agree not to use the account, username or password of another user at any time or to do anything else that might jeopardize the security of your account or that of another user. You agree to notify us immediately of any unauthorized use of your account, if applicable.

2. User Submissions

2.1. The Services allow the submission of content (“**User Submissions**”). User Submissions are subject to our applicable [Privacy Policy](#). By providing any User Submissions you provide LTI a fully paid up, irrevocable, sub-licensable right to the User Submissions and represent that you have the appropriate rights to do so.

3. Security

3.1. We use reasonable administrative, physical and technical safeguards designed to protect information you share with us through the Services. Despite these safeguards and our additional efforts to secure your information, we cannot promise or guarantee that hackers, cybercriminals or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal or modify such information.

4. Term and Termination

4.1. We reserve the right to suspend, discontinue, enhance, update or otherwise modify the Site or Services, or its availability to you, at any time without notice. Upon termination of the license to the Site or Services, you will cease all use of the Site or Services.

4.2. Furthermore, we reserve the right, at our sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Please refer to the “Last Updated” date for the date of the most recent update. Use of this Site, or any such update, will be considered your agreement to be bound by any such changes.

5. Warranty Disclaimer and Liability Limit

5.1. EXCEPT FOR WARRANTIES SET FORTH EXPRESSLY IN THESE LTI TERMS, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY AND TITLE. LTI DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SITE OR THE SERVICES OR AGAINST INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. WE DO NOT WARRANT THAT THE SITE OR THE SERVICES WILL BE ERROR-FREE, THAT THE INFORMATION THEY PROVIDE, TRACK OR STORE WILL BE ACCURATE OR TIMELY OR THAT OPERATION OF THE SITE OR SERVICES WILL BE SECURE OR UNINTERRUPTED.

5.2. EXCEPT WITH REGARD TO OUR WILLFUL MISCONDUCT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE LTI TERMS TO THE CONTRARY, AND IN CONSIDERATION OF THE RELATIVE RISKS AND REWARDS, WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE LTI TERMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF WE ARE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; NOR, EXCEPT FOR OUR WILLFUL ATTEMPTS TO HARM YOU, SHALL OUR TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THESE LTI TERMS, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF \$100.00.

6. Release and Indemnity

You hereby release the Company and its employees and agents from any and all liability arising out of your use of the Services, and you waive any claims against the Company, its employees and agents, that may arise out of or be related to your use of the Services and the information the Services provide, develop, track or store. You also agree to defend, indemnify and hold the Company, its employees and agents, harmless from and against any and all losses, damages, judgments, settlements and other claims, including attorney fees and court costs, arising out of or related to (a) your breach of any of the provisions of these LTI Terms, including without limitation the usage rules, (b) your use of the Site or Services, (c) your negligent or intentional acts or omissions and (d) your conduct that is contrary to applicable law. You agree, if we so request, to appoint us as your agent for purposes of pursuing and managing any insurance claims arising out of or related to these LTI Terms.

7. Independent Contractor

You agree that nothing in these LTI Terms shall, or shall be deemed to, create any franchise or relationship of agency or employer/employee between you, us or any third-party service providers. The parties are independent contractors and may not bind each other in any fashion without the express written consent of the other party.

8. Notices

We may provide you with notices, including those regarding changes to these LTI Terms, by email, regular mail or postings on the Site. You must provide notice to us by email or regular mail using the information in the "Contact Us" section below.

9. Governing Law and Jurisdiction

Your use of the Services and this Site are governed by the laws of the State of New York without giving effect to any principles of conflict of law.

10. Claims; Statute of Limitations

YOU AND LTI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Privacy Policy Statement

Use of Customer Identifiable Information (CII)

LTI will not disclose any CII, such as customer name, home or email address, or phone number.

In order to fulfill its customer services requirements pursuant to the LTI Test Taker Form, LTI may disclose CII to a client as directed by the customer (e.g., to an employer or certification body). LTI may also provide CII to service providers that perform services for it. LTI requires these service providers to sign a confidentiality agreement that prohibits them from using any customer confidential information for unauthorized purposes. In the event that LTI becomes aware that any of its agents are using or disclosing personal information contrary to this Policy, LTI will take the necessary steps to prevent or stop the misuse or disclosure. In addition, LTI may disclose CII to any person or entity as required by law, as required to protect the rights or safety of LTI or our customers, or in response to a specific court order. Security regulations of some foreign countries may require LTI to provide foreign and domestic government agencies with access to CII.

LTI also may use anonymous, aggregated information about its customers for internal research, or to update and/or maintain its systems. However, LTI does not sell, rent, or loan any CII to any third parties that are not authorized service providers, or who are not clients with whom LTI has signed Confidentiality Agreements concerning the use of Customer Information.

Data Retention Related to K-12 Testing

CII collected for purposes of K-12 testing with the AAPPL, OPI & WPT for Seal of Biliteracy, and ALIRA is retained exclusively for educational purposes. These purposes include, but are not limited to, reporting individual student proficiency data to the schools that ordered the tests to enable tracking of student progress over time and providing anonymized reports to schools and districts that may facilitate internal reviews and for other strictly educational processes.

Non-customer/Visitor Information

The LTI system does not track, collect, or distribute personal information, including email addresses, about visitors to the LTI website. Thus, LTI can determine which Internet Service Provider a visitor uses, but not the names, addresses, or other information about visitors that would allow LTI to identify particular visitors to the LTI website. This server information is used for internal purposes only by LTI technical support staff. Nevertheless, the LTI website may track aggregated, anonymous information about visitors internally in order to better serve our clients and customers. For example, LTI may compile statistics that show the daily number of visitors to its sites, the daily requests received for particular services and products, and what countries those requests come from.

Use of LTI's Website

Access to and use of the LTI website, including individual customer test data, is at the risk of the user. Under no circumstances, including but not limited to negligence, shall LTI, its officers, directors, owners, employees, agents, and any other party involved in creating, producing, or delivering the website and any content on the website, be liable for any damages whatsoever (including, without limitation, any direct, incidental, consequential, indirect, or punitive damages) arising out of or related to any individual's access to, use of, inability to access or use the website for any reason (e.g., failure of performance or operation, any interruption of service, computer virus), any unauthorized use or access to a client's or customer's files, or any damages to their computer equipment, programs, files, or other property, even if LTI has been advised of the possibility of such damages.

Occasionally, LTI may provide an external link from its Homepage to a third-party affiliated with LTI. LTI is not responsible for the contents of any on-site or off-site pages referenced through such links, nor is LTI liable for any defamatory, offensive, or illegal conduct that may occur from or through such third-party link. Links to other websites do not constitute an endorsement of that site by LTI.

Security

Protecting CII is an important priority for LTI. LTI employees who violate its confidentiality and security policies and procedures are subject to disciplinary action. Service providers or affiliates that receive CII are required to preserve the confidentiality of that information under the terms of legal Confidentiality Agreements with them. LTI also maintains physical, electronic, and procedural safeguards in accordance with industry standards that are designed to keep unauthorized persons from accessing CII stored on the LTI systems, as well as protecting it from loss or destruction, misuse, alteration, or disclosure.

All client communication and files in digital format are stored on this secure network, accessible only by approved staff. All critical systems and servers are separately housed within LTI's secure facilities and are accessible only by authorized personnel. LTI's physical premises are protected with security personnel and live security surveillance, and all off-hour entry is logged through an access control system.

LTI has policies in effect in the event of a breach or unauthorized disclosure of CII. These policies include a plan for notifying clients and test candidates, when applicable, and specify a required timeline for doing so based on the severity of the breach as determined by the National Vulnerability Database's Common Vulnerability Scoring System, which is an open framework for communicating the characteristics and severity of software vulnerabilities.

In the event of any breach related to K-12 testing with the AAPPL, OPI & WPT for the Seal of Biliteracy, or ALIRA, LTI will not contact parents, guardians, or students directly, but will notify the client school/district after discovering that any corresponding CII of that client's employees, students, teachers, principals, or administrators was breached and/or released without authorization.

Copyright Protection and Use of LTI Information

LTI's testing products and services are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. Company names, logos, and trademarks may not be used by any individual member of the public or any client or customer in any manner without the prior written consent of ACTFL, LTI, or the respective licensor. Users should assume, unless specifically

noted, that all content on the LTI website, and any files or programming related to the website and the LTI testing products and services, are

protected by such rights owned exclusively by ACTFL, LTI, or the respective licensor. Therefore, users may not recopy, distribute, publicly display, modify, transmit, reuse, repost, or use for public or commercial purposes, any of the contents of the website without the express written permission of the content owner, obtained in advance of such use. Permission requests should be sent to: info@languagetesting.com

COVID-19 Update to Privacy Policy

In order to meet the temporary need created by the COVID-19 pandemic for remote testing for grades 9-12 students, LTI has partnered with a computer-based proctoring vendor to enable secure testing at home. The computer proctoring service uses AI technology to monitor the student testing experience, ensuring that no human is viewing students while testing. Videos are reviewed by select internal LTI employees only when tests are flagged for a potential security violation; video file access is restricted to pertinent LTI employees only.

Computer proctoring is not available for students under 13 years age in compliance with COPPA regulations. As part of the proctoring onboarding process, students must enter their complete date of birth and acknowledge and agree to this policy.

LTI passes to the vendor only the minimum information required: student first name and Test ID. No other student data is provided by LTI to the vendor.

Our computer proctoring partner collects this additional information about students:

- photograph of the student
- audio and video recordings of the student taking the test and of the test-room environment
- screen capture during the test administration.

Our agreement with the computer proctoring vendor ensures that all student data (last name, images, videos, etc.) are deleted per a 14-day data purge policy.

Lastly, because requirements for parental permission vary by state and district, LTI requests that schools confirm they have any necessary parental permission prior to ordering students' tests.

Changes to the Privacy Policy

LTI may modify this Privacy Policy from time to time, as circumstances may dictate. If any user or interested person has any questions regarding this Privacy Policy or wishes to voice concern or complain about the Policy, please email LTI at privacy@languagetesting.com or call (914) 963-7110 Option 1. LTI will investigate any such issues and take appropriate steps to address any problems or concerns.

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