

APPENDIX E—NON-DISCLOSURE AGREEMENT FORM



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY
12234

Name: _____

Examination Title: New York State Alternate Assessment

Type of work to be performed: NYSAA Standard Setting

Date(s) of work to be performed: June 11-13, 2014

The purpose of all New York State assessments is to provide a fair and equitable assessment system that reliably measures the State learning standards. Because you will have access to secure test materials, you also have the responsibility to assist the Office of State Assessment (OSA) in ensuring the security and confidentiality of these materials. Therefore, by signing this agreement, you agree to abide by the following security restrictions and ownership provisions. Please retain a copy of this non-disclosure agreement for your records.

Secure Test Materials

The test materials that you are writing or reviewing are “secure test materials” that are in a developmental stage and are subject to certain security restrictions, including those listed below. “Secure test materials” include, among other things, all oral or written information in final or draft form relating to the development, review, and/or scoring of a New York State Assessment, including operational tests, field tests, and pretests. Secure test materials also include any notes that you take during your participation in the work described above that contain or refer to secure test materials.

By signing this agreement, I agree to maintain and honor the security of these test materials and to abide by the following security restrictions:

- 1) I agree not to disclose any secure test materials, including test questions, whether in draft or final form, to anyone other than OSA staff or other person(s) participating in the work described above. I also agree not to disclose such materials to any New York State Education Department (“Department”) staff other than OSA staff without the prior permission of OSA.
- 2) Upon completion of the work described above, I agree to return to OSA all secure test materials provided to or prepared by me, including all copies thereof and all notes prepared by me.
- 3) I understand that secure test materials are not to be copied or duplicated in any way, or shared with or discussed with anyone other than OSA staff or other person(s) participating in the work described above.
- 4) I agree that I will not use or discuss the content or design of secure test materials, including test questions, in any classroom or other activities.
- 5) I agree to immediately report to OSA if I see or learn of any materials that appear to contain secure test materials or materials that are substantially similar to secure test materials.
- 6) I understand that teachers and administrators who engage in inappropriate conduct with respect to State assessments may be subject to disciplinary actions in accordance with Sections 3020 and 3020-a of Education Law and/or to action against their certification pursuant to Part 83 of the Regulations of the Commissioner of Education.

Ownership and Return of Secure Test Materials

All secure test materials are the property of the Department, including all materials prepared by me in the course of my participation in the work described above. All such materials prepared by me are being commissioned by the Department and shall be works made for hire as defined by United States Copyright Law. In the event that such materials prepared by me are deemed not to be works made for hire, I hereby assign to the Department any and all right, title, and interest that I may have, including but not limited to any copyright, in the work commissioned by the Department.

I, _____, have read the non-disclosure agreement above and agree to abide by the security restrictions and ownership provisions described herein.

Signature: _____

Please Print:

Date: _____

Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

_____ Telephone: () _____

E-mail: _____