

Supplemental Information

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-party contractors that will be provided Access to or receive Disclosure of Student Data and/or APPR Data.

1. Name of Contractor:

Queens College, City University of New York, on behalf of the Research Institute for the Study of Language in Urban Society (RISLUS)

2. Description of the exclusive purpose(s) for which the Student Data and/or APPR Data will be used:

Using Student Data effectively and responsibly is foundational to making informed student educational decisions. Capturing accurate information is necessary for state reporting to NYSED regarding newcomer and SIFE assessment in New York State. State and federal laws establish baseline parameters for what is permissible when collecting and sharing student information. We use additional applicable state and federal guidelines and strict processes to protect the privacy of every student and to ensure the confidentiality and security of all data we collect.

3. Type(s) of Data that Contractor will be provided Access to or Disclosure of:

Student Data ☒ Yes No

APPR Data Yes ☒ No

4. Contract Term:

Contract Start Date: July 1, 2023

Contract End Date: June 30, 2028

5. Subcontractor use and written agreement requirement:

Contractor will use Subcontractors ☒ Yes No

Contractor will not use Subcontractors Yes ☒ No

If Contractor plans to use Subcontractors, Contractor will not utilize Subcontractors without a written contract that requires the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Contractor by state and federal laws and regulations and this contract.

Contractor agrees to bind its Subcontractors by written agreement. ☒ Yes No

Not Applicable because Contractor will not use Subcontractors. N/A Yes No

6. Data Transition and Secure Destruction

☒ Yes No Contractor agrees that the confidentiality and data security obligations under this DPA will survive the expiration or termination of this contract but shall terminate upon Contractor's certifying, that Contractor and its Subcontractors:

- Are unable to Access any Information provided to Contractor pursuant to this contract
- Securely transfer Disclosed Student Data and APPR Data to NYSED, or at NYSED's option and written discretion, a successor contractor in a format agreed to by the Parties.
- Securely delete and destroy Disclosed Student Data and APPR Data.

7. Challenges to Data Accuracy

☒ **Yes** No Contractor agrees that parents, eligible students, teachers, or principals who seek to challenge the accuracy of Student Data or APPR Data will be referred to NYSED and if a correction to data is deemed necessary, NYSED will notify Contractor. Contractor further agrees to facilitate such corrections within 21 days of receiving NYSED's written request.

8. Secure Storage and Data Security

Please indicate where Student Data and/or APPR Data will be stored:

☒ **Yes** No Using a cloud or infrastructure owned and hosted by a third party.

Yes ☒ **No** Using Contractor owned and hosted solution

Yes ☒ **No** Other:

Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:

All applicable data privacy and security contract requirements will be implemented over the life of the contract, including compliance with the law; using Student Data only to provide authorized services; ensuring only authorized personnel access Student Data and that all authorized personnel have appropriate training; and regularly auditing our systems to ensure compliance.

All data in the database is encrypted. If unauthorized access occurs, data will not be readable. All data security protocols comply with New York law and regulations to preserve and protect Information. Information at rest and in transit is encrypted in accordance with applicable New York laws and regulations. In case of a Breach, NYSED will be notified within 7 days of discovery of a Breach in accordance with NYSED regulations.

9. Encryption requirement

Contractor agrees that Student Data and APPR Data will be encrypted while in motion and at rest.

☒ **Yes** No

10. Contractor Certification.

Contractor certifies that Contractor will comply with, and require its Subcontractors to comply with, applicable State and Federal laws, rules, and regulations and NYSED policies.

Contractor's Name: Queens College, City University of New York, on behalf of the Research Institute for the

Study of Language in Urban Society (RISLUS)

Signature

Printed Name

Title

Date