

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: Long Island University - The center for Community Inclusion C015298

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

The Center for Community Inclusion collects data to inform the support provided to designated EOs. This may include, but is limited to: redacted IEPs, Demographic information of child (age, gender, location), STAR data, I-READY data, voluntary contact information. The collected information is used: to improve the quality of training, technical assistance, and embedded support provided to Educational Organizations, families and community based organizations. To identify areas of need and inform the development of comprehensive organizational assessments and support plan focus areas/goals. To communicate with stakeholders regarding upcoming regional offerings and scheduled activities related to support plans.

3. Type(s) of Data that Contractor will be provided:

Yes Student Data

No APPR Data

4. Contract Term:

Contract Start Date: 07/01/2024

Contract End Date: 06/30/2029

5. Subcontractor use and written agreement requirement:

Yes Contractor will use Subcontractors.

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.

Yes Contractor agrees to bind its Subcontractors by written agreement.

6. Data Transition and Secure Destruction

Yes 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:

- a. Are unable to Access any Information provided pursuant to this contract; and
- b. 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; and
- c. Securely deleted and destroyed Disclosed Student Data and APPR Data.

7. Challenges to Data Accuracy

Yes 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:

Using a cloud or infrastructure owned and hosted by a third party.

Using Contractor owned and hosted solution.

N/A Other:

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

CCI; LIU implements various administrative, operational, and technical safeguards and practices to protect information. Administrative safeguards include: the development and enforcement of comprehensive data privacy and security policies that comply with all applicable state, federal and local employee training, controlling access to sensitive information based on job roles, regularly reviewing and update user access privileges, creation of a detailed incident response plan to be implemented in case of a data breach, and implementing strict vendor management practices, including additional data protection clauses in contracts with vendors and subcontractors. Operational safeguards include application of different levels of protection to confidential and sensitive information. Securing areas where hard copies of data are physically stored and establishing secure procedures for handling and disposing of physical and electronic documents, shred or securely delete documents containing sensitive information, implementation of continuous monitoring systems to detect unauthorized access, regularly backup critical data to ensure quick recovery in case of data loss or incident. Technical safeguards include use of technologies that have built-in compliance to all applicable laws, encryption, user access controls, Multi-Factor Authentication, and restriction of access to sensitive segments based on job roles and responsibilities. These safeguards and practices, when implemented collectively, help CCI to create a more secure work environment.

9. Encryption requirement

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

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 Long Island University - The center for Community Inclusion C015298