

MEMORANDUM OF UNDERSTANDING
between The New York State Education Department and
Queens College, City University of New York, on behalf of the Research Institute for the Study
of Language in Urban Society (RISLUS)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is between the New York State Education Department (“NYSED”), having its principal place of business located at 89 Washington Avenue, Albany, NY 12234, and Queens College, City University of New York (“CUNY”), with its principal office located at 65-30 Kissena Blvd, Flushing NY 11367, on behalf of its Research Institute for the Study of Language in Urban Society (“RISLUS”), and collectively the “Parties” to this MOU.

WHEREAS, the Parties wish to enter into an MOU through which they will build high quality diagnostic assessment tools to support Students with Interrupted Formal Education (“SIFE”) and other newcomers developing home language literacy, to build professional development related to the usage of the diagnostic assessment tools, and to use results to provide high quality instruction to SIFE; and

WHEREAS, NYSED receives State funding to support English Language Learners (“ELLs”), including SIFE and other newcomers developing home language literacy; and

WHEREAS, the results of this collaboration between NYSED and CUNY are useful and necessary to assist NYSED in carrying out its responsibilities; and

WHEREAS, NYSED is willing to make available to CUNY a portion of these State funds for the purposes outlined in this MOU.

THEREFORE, in consideration of the conditions set forth, the Parties agree as follows:

1. The term of this MOU is July 1, 2023, through June 30, 2028.
2. The approved work plan (Attachment A) for the term of the MOU (July 1, 2023 – June 30, 2028) and the budget (Attachment B) for year one (July 1, 2023 – June 30, 2024) are attached.

CUNY will submit a budget in the form like the attached Attachment B for subsequent years of the MOU to NYSED on or before May 1 of each year of the MOU’s term. NYSED will review and inform CUNY if it approves of the proposed budget by the first Monday in June. If approved, the budget is not subject to modification without written amendment to this MOU.

3. The work plan shall (See Attachment A) describe:
 - a. staffing and qualifications of each staff to be assigned to each objective;
 - b. the goals/deliverables of the project;
 - c. the means for RISLUS/CUNY to meet project goals and deliverables.

4. The Parties acknowledge that, pursuant to a certain agreement dated October 20, 1983, by and between the Research Foundation of CUNY (the "Research Foundation") and CUNY, the Research Foundation will act as CUNY's fiscal agent to administer the funds received pursuant to this MOU.
5. Following the execution of this MOU, and in each subsequent year during which this MOU is in effect, NYSED shall provide CUNY with funds by Certificate of Transfer (sub-allocation) through normal State procedures in accordance with the budget set forth in Attachment B.
 - i. For the MOU period of July 1, 2023 to June 30, 2024, 70% (843,368) of the total year-one amount (\$1,204,811) will be sub-allocated upon execution of this MOU and availability of the funds. The remaining balance (\$361,443) will be based on actual expenditures but will not exceed 30% of the remaining yearly budget. This up-to-30% will be sub-allocated once CUNY submits an annual report, which includes a detailed final expenditure report, and said report is approved by NYSED. If there are unspent funds of the sub-allocation, CUNY will return those funds to NYSED, through the sub-allocation process, with the submission of the final expenditure report.
 - ii. For the MOU period of July 1, 2024 to June 30, 2025, 70% (\$885,536) of the total year-two amount (\$1,265,051) will be sub-allocated upon execution of this MOU and availability of the funds. The remaining balance (\$379,515) will be based on actual expenditures but will not exceed 30% of the remaining yearly budget. This up-to-30% will be sub-allocated once CUNY submits an annual report, which includes a detailed final expenditure report, and said report is approved by NYSED. If there are unspent funds of the sub-allocation, CUNY will return those funds to NYSED, through the sub-allocation process, with the submission of the final expenditure report.
 - iii. For the MOU period of July 1, 2025 to June 30, 2026, 70% (\$929,813) of the total year-three amount (\$1,328,304) will be sub-allocated upon execution of this MOU and availability of the funds. The remaining balance (\$398,491) will be based on actual expenditures but will not exceed 30% of the remaining yearly budget. This up-to-30% will be sub-allocated once CUNY submits an annual report, which includes a detailed final expenditure report, and said report is approved by NYSED. If there are unspent funds of the sub-allocation, CUNY will return those funds to NYSED, through the sub-allocation process, with the submission of the final expenditure report.
 - iv. For the MOU period of July 1, 2026 to June 30, 2027, 70% (\$976,303) of the total year-four amount (\$1,394,719) will be sub-allocated upon execution of this MOU and availability of the funds. The remaining balance (\$418,416) will be based on actual expenditures but will not exceed 30% of the remaining yearly budget. This up-to-30% will be sub-allocated once CUNY submits an annual report, which includes a detailed final expenditure report, and said report is approved by NYSED. If there are unspent funds of the sub-allocation, CUNY will return those funds to NYSED, through the sub-allocation process, with the submission of the final expenditure report.

- v. For the MOU period of July 1, 2027 to June 30, 2028, 70% (\$1,025,118) of the total year-five amount (\$1,464,455) will be sub-allocated upon execution of this MOU and availability of the funds. The remaining balance (\$439,337) will be based on actual expenditures but will not exceed 30% of the remaining yearly budget. This up-to-30% will be sub-allocated once CUNY submits an annual report, which includes a detailed final expenditure report, and said report is approved by NYSED. If there are unspent funds of the sub-allocation, CUNY will return those funds to NYSED, through the sub-allocation process, with the submission of the final expenditure report.
6. NYSED shall own all assessment materials and products (including but not limited to documentation and other written materials) developed under this MOU. Any subcontractor is also bound by these terms. CUNY shall have a perpetual, non-exclusive, irrevocable royalty-free license to use, copy and disseminate, sublicense and create, derivatives of assessment materials, solely for educational and research purposes.

All materials and products created, provided, or developed pursuant to this MOU are for the benefit of, and shall be made available, in the first instance, to schools and teachers in New York State. If a school which is located outside of New York State, or a teacher who works outside of New York State, wishes to use or have access to the materials or products produced pursuant to this MOU, said school or teacher, and CUNY, must first receive prior written consent of NYSED. Moreover, as NYSED is the sole owner of all such materials and products, CUNY may only use such materials and products with third parties if the proposed use is for research purposes only and provided CUNY receives NYSED's prior consent.

7. All full-time, tenure-track faculty members in CUNY, senior project staff and RISLUS Research Associates working on this project may use experiences and de-identified results of this project for research and publication in scholarly books and journals. CUNY will provide relevant personnel at NYSED with early drafts and interim research findings for critical review and will consider any peer review comments received from NYSED. The Parties agree, however, that publication of research findings is subject only to professional peer review. NYSED may not veto or otherwise control publication of research findings. Prior to final publication, NYSED will be provided an opportunity to submit feedback to be included in the publication if NYSED determines it appropriate. CUNY further agrees to coordinate with NYSED regarding the timing of the release of information and reports, provided that the timelines are reasonable and there is no undue delay. All publications will acknowledge NYSED's support in the development and adoption of the Multilingual Literacy SIFE Screener within New York State schools.
8. The Parties agree that CUNY may hold the copyright to any publications of research findings that are produced as a result of use of materials developed through this agreement. However, NYSED shall have a perpetual, nonexclusive, irrevocable, royalty-free license to use, copy and disseminate, sublicense, and create or have created for NYSED derivatives of such copyrighted materials, including but not limited to providing such materials and information to other researchers to use in future research, and copy or disseminate or sublicense such derivatives, solely for educational purposes.
9. Each Party will be fiscally responsible for any disallowance that is attributable to that respective Party's actions or inactions.

10. CUNY agrees to provide monthly, midyear and final data reports, in addition to midyear and final narrative reports, and a final expenditure report within 90 days after the end of each annual budget cycle (September 30th).
11. Either Party may terminate this MOU in the event of the other party's material breach of the provisions of this MOU, upon 90 days' written notice describing the reason(s) for the termination, the specified date of the termination, and an opportunity to cure the breach.

NYSED may terminate this MOU, without cause, and at its sole discretion, upon 30 days' written notice. NYSED may also terminate this MOU immediately upon notice to CUNY that there are insufficient appropriated funds available to continue funding the project. If NYSED does terminate this MOU, CUNY shall take steps to cancel any obligations to the extent possible and will not undertake any new obligations without express written consent from NYSED; additionally, CUNY shall not incur or pay any further obligation pursuant to this MOU beyond the termination date. Reasonable expenses incurred up to and including the date of termination will be reimbursed by NYSED upon the presentation of proper supporting documentation.
12. All records related to CUNY's performance under this MOU shall be preserved and made available to officials—including auditors employed or retained by NYSED, the Offices of the State Comptroller, or their authorized representatives—for a period of six years after final use of funds provided under this MOU.
13. The Parties acknowledge that performance under this MOU shall not involve the collection, disclosure, or review of personally identifiable student information besides what is required by NYSED. Further details about protection of Personally Identifiable Information are available as Appendix R.
14. All notices required by this MOU shall be delivered via email, in writing by United States Postal Service, by hand, or by trackable overnight delivery service:

TO THE CITY UNIVERSITY OF NEW YORK

***TO THE RESEARCH INSTITUTE FOR THE STUDY OF LANGUAGE IN URBAN SOCIETY,
QUEENS COLLEGE, THE CITY UNIVERSITY OF NEW YORK (CUNY)***

Dr. Gita Martohardjono, PI / Director of RISLUS
Queens College
Queens Hall, Room 330A
65-30 Kissena Boulevard, Flushing, NY 11367

FOR FISCAL MATTERS

Poline Papoulis
Director of Research and Sponsored Programs
Queens College
Kiely Hall, Room 306
65-30 Kissena Boulevard, Flushing, NY 11367

AND

Director of Grants and Contracts
Research Foundation of CUNY
230 W 41st St
New York, NY 10036

FOR LEGAL MATTERS

Derek Davis
Office of General Counsel
City University of New York
205 East 42nd Street
New York, New York 10017

TO NYSED

Laura Arpey
Office of Bilingual Education and World Languages
New York State Education Department
89 Washington Avenue
Albany, NY 12234

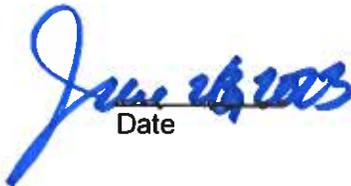
15. This MOU, including all attachments hereto, may only be amended in writing by the consent of both Parties.
16. This MOU constitutes the entire agreement of the Parties hereto and all previous communications between the Parties, whether written or oral, with reference to the subject matter of this MOU are hereby superseded.

6/21/2023

Date



Christina Coughlin
Chief Financial Officer
New York State Education Department



Date



Derek Davis
General Counsel & Sr. Vice Chancellor for Legal Affairs
City University of New York

APPROVED AS TO FORM
Adriana Blanco
The City University of New York
Office of the General Counsel
Date: 6/22/2023

Attachment A - Workplan

Multilingual Literacy SIFE Screener (MLS) 2023-2028

I. Executive Summary

The Multilingual Literacy SIFE Screener (MLS) is an online, semi-adaptive language and literacy assessment. It is recommended for use during the intake process for newcomer students who may be potential SIFE students. Tests and Student performance reports for the 18 languages most used by the SIFE population in New York State were developed as part of SED MOU #: 016-042. This suite of Reading Comprehension and Math assessments was created at the request of the New York State Education Department (NYSED) in 2015 and requires continued maintenance of the website and the server for optimal functioning. As of December 2022, the MLS has been administered to over 15,000 students at over 800 schools in New York State. The screener was developed and is maintained by the Research Institute for the Study of Language in Urban Society (RISLUS or “we”) at the City University of New York, Queens College. RISLUS proposes to continue the MLS program for an additional five years in order to support schools and districts across New York state with multilingual home language assessments.

Key goals and objectives are as follows:

Objectives 1-3 consist of **ongoing website maintenance, user support, data reporting**. These key activities are necessary for the MLS to continue ongoing operations, keep the website online, support users, and report data to key stakeholders.

Objective 4 addresses issues and necessary improvements to the **MLS web interface** in order to optimize user experience. Specific improvements are proposed as a result of the user experience audit conducted in 2022-2023.

Objective 5 addresses issues, improvements, and additions to MLS content. We propose continuing the process of **updating reading comprehension and math tests** in the existing MLS languages by extending the improved features already applied to the reading and math tests in a subset of languages. This process for those selected languages began in 2020 and was rolled out in May 2022. This objective also includes piloting new items, calibrating reading comprehension tests, running item analyses, and then updating existing tests in response to the data. In addition, we propose **to create reading comprehension and math tests** in *one new language* per year to keep up with global migration trends affecting the school population of New York State.

Objective 6 is a new outreach initiative with the goal of increasing MLS use across NYS and by rendering the MLS student performance reports optimally effective. We propose in-depth research into how the MLS is used state-wide and development of best practices that will lead to concrete follow-up activities post-MLS assessment. As part of this objective, we will also increase our offerings of MLS trainings, with the goal of eventually offering dedicated trainings on how to interpret the MLS student performance reports and make data-driven decisions based on MLS results.

II. Personnel

Leadership Team

Principal Investigator (part-time)

The Principal Investigator of the MLS is Dr. Gita Martohardjono, Director of RISLUS, a CUNY-wide research institute, Director of the Second Language Acquisition Lab at the CUNY Graduate Center, and senior faculty in the Department of Linguistics and Communication Disorders, Queens College and the CUNY Graduate Center. Dr. Martohardjono has worked on projects critical to SIFE for over 15 years, including a research study of SIFE and other ELLs, creation of the Academic Language and Literacy Diagnostic (ALLD) in Spanish and English, and the Literacy Evaluation for Newcomer SIFE (LENS) in six languages. The Principal Investigator oversees and gives final approval of all work performed by the staff on the subprojects.

Project Director (full-time)

Dr. Jennifer Chard holds a PhD in Linguistics from the CUNY Graduate Center. Dr. Chard has worked on home language assessment projects in the Second Language Acquisition Lab and has been part of the LENS and MLS teams in various capacities since 2014. The project director plans timelines for subprojects, coordinates staff and supervises all day-to-day work on the MLS.

Programming Team

User Experience Specialist (part-time)

Meghan Tucker holds a bachelor's degree from California State University, Fullerton, and joined the MLS team in 2022 bringing knowledge and experience with front-end programming and user experience design. The User Experience Specialist handles programming, designing, prototyping, and storyboarding of the user-facing MLS landing page and assists with implementation of proposals resulting from the 2022-2023 User Experience Audit and other user feedback that is collected on an ongoing basis. The User Experience Specialist also ensures data security and privacy policy compliance, as well as providing support to users who need specialized technical assistance in order to use the website.

Programmer (part-time)

Eric Tsai holds bachelor's degrees in Finance and Engineering from the University of Pennsylvania and a master's degree in Linguistics from the CUNY Graduate Center. Eric is the current website programmer for the MLS and worked as a programmer for various non-profits in arts and education prior to joining the MLS team. The programmer is responsible for daily maintenance and upkeep of the MLS website involving coding for back-end changes. The programmer fixes bugs and addresses compatibility issues caused by browser updates on an ongoing basis and implements changes and improvements to the website that are agreed upon by NYSED and the MLS team.

Systems Administrator (part-time)

The Systems Administrator is responsible for ensuring server functionality and monitoring server load, bandwidth usage, database load, and other metrics to ensure smooth functioning of the website. The Systems Administrator also monitors and maintains backups.

Other Full Time positions

Data Scientist (full-time)

Anthony Vicario, who holds a Computational Linguistics Master's degree from the CUNY Graduate Center, is the data scientist for the MLS. Anthony has worked with the MLS team since 2017 and has crafted our current reporting systems. The data scientist is responsible for cleaning data for all students and tests, creating and maintaining data dashboards, and writing monthly, mid-year, and year-end data reports.

Reading Comprehension Coordinator (full-time)

Elizabeth Garza holds a Master of Arts in Teaching from Bard College and has over five years of professional teaching experience in English Language Arts. She has led the development of all new reading comprehension tests released since 2022, including in Spanish, English, Arabic, Dari, and Pashto. In addition to leading the development and updating of new Reading Comprehension tests, the Reading Comprehension Coordinator is also involved in research and development of the teacher-facing student performance reports.

Digitization and Math Coordinator (full-time)

Jules Heller holds a MFA in Writing from Vermont College of Fine Arts, and has led the math and digitization work since 2021. The Digitization and Math Coordinator is responsible for technical writing supporting optimization of MLS internal processes and is responsible for coordinating digitization of all new and updated MLS math and reading comprehension tests. As Math Coordinator, Jules also leads trans-adaptation for new and updated MLS math tests.

Other Part-Time Positions

Grant Administrator (part-time)

The Grant Administrator provides all necessary fiscal, operations, and HR management support in coordination with the Research Foundation of CUNY, the not-for-profit educational corporation responsible for the administration of all of CUNY's funded programs.

Professional Learning Facilitator (part-time)

In 2023 we will hire a dedicated facilitator with experience and knowledge working with schools serving SIFE in New York State. The Professional Learning Facilitator is responsible for creating and presenting materials to introduce the MLS to new users and update current users about ongoing updates. We will begin to offer additional targeted trainings for educators to help them understand how to use the results of the MLS to make data-driven decisions to support SIFE learners.

Helpdesk Assistant (part-time)

This person is the first point of contact for anyone reaching out with general questions about the MLS. The Helpdesk Assistant manages user credentials, assists with support related to the website, and escalates other queries to the appropriate team members, such as the User Experience Specialist or Professional learning facilitator for higher-level technical assistance.

Technical Staff (as needed, part-time)

Additional staff will be hired to fill positions as needed, such as research staff, technical writers, and bug-checkers, to ensure proper functioning of the MLS and carry out research activities. Technical staff will be recruited from the CUNY community.

III. Objectives

Objective 1. MLS Operational Maintenance and Management

The digital and multilingual nature of the MLS requires ongoing maintenance of the website and server in order to ensure uninterrupted optimal functionality. The MLS team will continue to provide services including **website, server, and database maintenance, and periodic assessment of test content and digital functionality.** Additionally, in response to queries from the field, the MLS team will **troubleshoot** any issues with the website interface¹, server, and database, as well as review targeted items for accuracy and optimal display. When necessary, we will work with native language consultants to address language-specific questions regarding the tests in 18 languages. A summary of display issues updated during periodic assessment and bug fixes solved as part of troubleshooting will be included in the twice-yearly narrative reports.

Task 1. Website, server, and database maintenance

- Principal Investigator will oversee all activities
- Project Director will coordinate activities and supervise staff
- Programmer will perform scheduled maintenance of website and ensure site functionality
- Systems Administrator will perform scheduled maintenance of server
- Systems Administrator will perform scheduled maintenance of database
- Programmer, Project Director, and Principal Investigator will meet to discuss server space needs
- Programmer and Systems Administrator will facilitate increase in server size and additional monitoring metrics as needed.

Task 2. Periodic assessment for test content and digital functionality

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines, hire and train staff, and coordinate activities
- Technical staff will perform routine tests to ensure digital functionality of all subtests, and work with project director and programmer to troubleshoot as necessary
- Technical staff who speak high-use MLS languages (Spanish, Chinese, Arabic, and French) will be hired to ensure there is no deterioration of the end-user interface (e.g. font display) and that content is displaying with the appropriate formatting intact
- Independent Contractors (IC) who speak languages of lesser diffusion such as Burmese, Nepali, S'gaw Karen, and Somali will provide similar content checks in response to queries from stakeholders
- Technical staff will maintain documentation of bugs reported during content and digital functionality checks and report them to project director

Task 3. Troubleshooting

- Principal Investigator will oversee all activities
- Project Director will address queries raised by NYSED and other stakeholders, and coordinate staff
- Programmer will monitor list of bugs that often come up during browser updates in order to anticipate and troubleshoot them

¹ Issues with the website interface sometimes arise due to Chrome or Firefox updates that affect the MLS. Past updates have affected font display or audio function. Almost all user queries are solved within one day. We have not yet had to troubleshoot server issues because we have been able to anticipate potential problems before they affect the test. We will continue to monitor the server status and upgrade resources as necessary.

- Helpdesk Assistant will report bugs to the programmer and escalate critical queries about site functionality to User Experience Specialist and Programmer
- Programmer will fix bugs reported by users (e.g. font display or audio issues), solve any user-specific account issues, and communicate solutions to User Support Specialist for end user resolution
- Technical staff will confirm bug fixes work on multiple device/browser combinations

Objective 2. User Support

To ensure optimal service to end-users we will continue to provide **high-level support services**, including **update and maintenance of technical documents**.

We will maintain and update our existing tools and resources to facilitate proper use and provide technical support for the MLS, such as MLS Manual, MLS Quicksheet, and MLS Checklist. We will coordinate to request these materials be posted to the NYSED SIFE support website.

Task 1. End-user services and support

- Principal Investigator will oversee all activities
- Project Director will address queries raised by NYSED and other stakeholders and coordinate staff
- Helpdesk Assistant will provide end-user support, including:
 - managing credentials for NY state school administrators, educators, and district level personnel who administer the MLS
 - providing user account management assistance as necessary
 - continuously monitoring email associated with user/technical support
 - responding to general informational requests
 - reporting bugs to the programmer and following up with users about bug resolution
 - providing technical support and MLS problem resolution to end-users (school site and district level proctors and administrators). The most common user services queries are typically solved within one day and include:
 - resolving username and password issues
 - verifying proper hardware and software set-up
 - assisting with navigation around MLS menus
 - assisting with student registration
 - troubleshooting MLS issues (for example, font issues as described in Objective 1, Footnote 1.)
 - directing users to NYSED / RBERN representatives for advice on final SIFE placement that goes beyond the scope of the MLS
- Users that need additional assistance requiring advanced technical skills will be connected with the User Experience Specialist
- Users that need additional information about MLS content and use, and interpretation of MLS reports will be connected with the Professional Learning Facilitator
- Additional technical staff will be trained in user support services work to ensure uninterrupted service.

Task 2. Updates to technical documents

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines, and coordinate activities

- User Experience Specialist and Professional Learning Facilitator will update instructional and training materials such as the MLS manual, webinar and quick sheet as necessary in response to interface changes
- User Experience Specialist and Professional Learning Facilitator will assist with maintenance and regular updating of tools and resources to facilitate proper use and technical support for the MLS (such as MLS Manual, MLS Checklist, and Plan for Implementation worksheet)
- Helpdesk Assistant will coordinate to request these materials be posted to the NYSED SIFE support website
- User Experience Specialist will post materials to the MLS website for user reference
- Helpdesk Assistant will prepare PDFs for distribution during training sessions

Objective 3. Data Management & Reporting

The MLS team will continue to implement **enhanced data cleaning** techniques. We will maintain **eight data dashboards**, which are online visual data summaries of (de-identified) MLS usage accessible only by NYSED and RBERN Liaisons. We will continue to deliver monthly, mid-year and end-of-year **data reports** (see Appendices 1 and 2). RISLUS will follow state law and best practices for safeguarding student information as outlined in the Contractor Data Privacy and Security Plan (Appendix R).

Data Cleaning and Reporting norms are as follows:

- 1. Data cleaning:** We will follow data cleaning guidelines outlined in **Appendix 1**, to manually check data for clarity and accuracy, and take steps to correct erroneous information, and additionally:
 - make suggestions for reducing errors in data, such as interface changes and new cleaning techniques
 - monitor data for errors (with the assistance of technical staff)
 - NYSED will review the NYSSIS and OSIS numbers and send to the MLS team a list of schools that have submitted non-valid NYSSIS numbers.
 - train schools that consistently provide unreliable or uninterpretable data to answer all fields correctly
- 2. Data Reporting:** In order to ensure timely reporting to NYSED with clear and usable data we will maintain user guides on interpretation of the reports for NYSED; prepare technical data reports for mid-year and end-of-year; prepare monthly reports as per specifications detailed in **Appendix 2**; and maintain data dashboards for NYSED and RBERNs.

Task 1. Data cleaning

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines, and coordinate activities with programmer, data scientist, technical staff, and NYSED
- Programmer will advise on and implement website interface changes to facilitate accuracy of user entries
- Data Scientist will implement data cleaning guidelines outlined in **Appendix 1** and above
- Data Scientist, project director, and programmer will coordinate to fix bugs and ensure optimal reporting

Task 2. Data Reporting

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines, and coordinate activities with Data Scientist and NYSED
- Data Scientist will
 - maintain user guides on interpretation of the reports for NYSED
 - prepare technical data reports for mid-year and end-of-year
 - prepare monthly reports as per specifications detailed in **Appendix 2:**
 - Report A: **Nine district level reports**, one for each RBERN region (NYC, Capital District, Hudson Valley, Long Island, Mid-State, Mid-West, and West Region) one for non-NYC Districts, and one for full state (NYC and non-NYC Districts). This is a seven-tier report; and
 - Report B: **Nine student level reports**, one for each RBERN region, one for non-NYC Districts, and one for full state (NYC and non-NYC Districts). This is a five-tier report).
 - prepare additional reports upon request from NYSED

Task 3. Data dashboard maintenance

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines and coordinate activities
- Data Scientist will perform weekly maintenance and refresh data for eight data dashboards; one for NYSED and one for each of seven RBERN regions (with NYC regional dashboard providing school-based, rather than district-based, data)
- Data Scientist and project director will provide dashboard support for NYSED and RBERN liaisons upon request.

Objective 4: Website interface and backend updates

For the past several years we have proposed yearly user interface updates based on our experience and feedback from the field. Two large projects (simplifying the credentialing process and introducing a mechanism that saves tests in progress) were met with praise from users, and we have been told that they appreciate our responsiveness to suggestions from the field. As part of our reading comprehension and math test pilot in 2021-2022, we received requests from our pilot schools to facilitate better navigation of the user interface. In response, we introduced this Objective 4 as part of the 2022-2023 MOU with the goal of performing front-end (user-facing) updates as well as back-end updates (server and database) that will ultimately optimize MLS site navigation for front-end users, reduce user-entry errors and ensure optimal data collection for NYSED reports.

In contract year 2022-2023 we created a list of recommendations based on focus groups and user feedback of the MLS website, and performed an analysis of best practices including usability guidelines and Web Content Accessibility Guidelines. Many of the recommendations reflect long-standing user requests, such as: (1) streamlining the login process; (2) implementing a feature to easily administer the MLS to multiple students at a time; (3) improving landing page and site navigation; (4) making introductory information and FAQs about the MLS more streamlined and accessible; (5) updates to the database and server as needed to keep up with increased use of the MLS. Recommendations (1-3) involve both front-end and back-end programming.

Recommendation (4) involves mostly front-end programming, and recommendation (5) involves mostly back-end programming. These recommendations will be implemented over the course of the 5 year contract. The Tasks below are organized by front-end or back-end programming since each will have its own workflow.

We plan to implement these changes over the course of the MOU, while also leaving room to respond to additional feedback as new features are rolled out.

Task 1. Designing and front-end updates

- Principal Investigator will oversee all activities
- Project Director, User Experience Specialist, and Programmer will determine yearly priorities, a plan for implementation, timelines and feature release dates
- User Experience Specialist will lead the design, storyboarding, and prototyping of the landing page and new navigation structure
- User Experience Specialist will lead the design, storyboarding, and prototyping of new features such as the improved login and test administration process in order to prepare the visible changes to the landing page and navigation structure that users will see on the website
- User Experience Specialist is responsible for implementation of front-end programming tasks
- User Experience Specialist is responsible for leading the content development of introductory information and FAQs about the MLS and making these informational resources more streamlined and accessible. Content will be developed with support of Professional Learning Facilitator, Project Director, and others on the team as needed

Task 2. Back-end updates

- Principal Investigator will oversee all activities
- Project Director, User Experience Specialist, and Programmer will determine yearly priorities, a plan for implementation, timelines and feature release dates
- Programmer is responsible for implementing back-end updates needed to improve login processes and test administration processes, as well as implementing back-end changes needed to support front-end programming
- Programmer and Systems Administrator are responsible for updating the database and server as needed to keep up with increased use of the MLS

Task 3. Dissemination of updates and continuous integration of user feedback

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines and coordinate activities
- User Experience Specialist will monitor feedback from the field such as questions raised by users via email and during trainings. They will lead targeted focus groups for prototype testing as needed; document findings and propose additional (minor) user experience updates on a rolling basis. All findings will be presented to the Principal Investigator, Project Director, and Programmer for discussion and prioritization.
- User Experience Specialist will prepare documentation explaining changes around improved login processes, improved administration processes, and improved site navigation.

Objective 5: Reading Comprehension and Math Test Updates

Initially, the MLS consisted of Reading Comprehension tests for grade levels 3-9, Math tests for grade levels 2-9, and Early Literacy tests (not aligned to grade levels) in Spanish and English only. During 2020-23, substantive improvements were made to the reading comprehension tests and math tests in a limited number of languages (*Reading Comprehension*: Spanish; *Math*: Arabic, Chinese, English, French, Spanish). Piloting of the tests with the new features in 2021-2022 proved highly successful.

New features of the reading comprehension test include:

- (1) updated content and revised questions for grades 3-9 on Form 1 and the addition of a Form 2 for security and pre-test/post-test purposes;
- (2) addition of early literacy skills aligned to grade level on both forms (tests will start with Kindergarten or Grade 1 content, depending on home country norms);
- (3) updated student performance reports that describe each reading comprehension skill in the language of the NYS Next Generation Learning Standards (NGLS) and provide bar charts showing student performance by skill by grade; and
- (4) creation and alignment to an updated semi-adaptive path that has shortened test taking time.

New features of the math test include:

- (1) revised questions for grades 2-9 updated for alignment to NYS NGLS;
- (2) addition of Grade 1 content;
- (3) updated student performance reports that describe each math skill in the language of the NYS NGLS and provide bar charts showing student performance by skill by grade; and
- (4) creation and alignment to an updated semi-adaptive path that has shortened test taking time.

This objective will extend **the new features as described above to the reading comprehension and math tests** of a selected subset of languages currently in existence. Implementing these new features, especially the introduction of content below grade 3 and the creation of a second form, is critical to the success of the MLS. MLS results and feedback from the field have indicated that many students, especially those who speak languages of limited distribution and who arrived as refugees, are placing below the third-grade level. By extending the MLS grade-level range and implementing the new features to more languages, we will increase the effectiveness of the MLS and render it useful for a greater number of students and their teachers. Including early literacy content is critical for those students who tend to have the fewest home language resources.

Currently, Spanish and English language tests account for 87% of MLS use. If we consider the other 14 languages, Arabic, Chinese, French, and Russian have the highest use with 18-27% each. Bangla, Haitian Creole, and Urdu have usage between 2-6%. All other languages constitute less than .5% of MLS tests. **We propose extending the new features to the rest of the languages.** This will result in two forms of each reading comprehension test in those languages. We will proceed at a pace of **two tests per year**, in order of frequency of use, and in consultation with OBEWL.

This objective also includes piloting new items, calibrating reading comprehension tests, running item analyses, and then updating existing tests in response to the data. These activities will be determined yearly in response to needs of the field, and the availability of pilot partners.

In addition to updating existing languages, we will **create reading comprehension and math tests in one new language per year** to keep up with global trends that affect which students are coming to New York. The new language for each year will be discussed by RISLUS and OBEWL and agreed upon on a yearly basis.

Task 1. Content development

For each language, including two forms for grades K-9 or 1-9 as appropriate for the language:

- Principal Investigator will oversee all activities
- Project Director will hire and train staff, and will work with Reading Comprehension Development Coordinator to develop and monitor workplan and timelines
- Reading Comprehension Coordinator or Math Coordinator will coordinate activities, including content writing, question writing, standards alignment documentation, art creation, audio script development and recording
- Technical staff (Item Writers) will develop content and questions
- Reading Comprehension Coordinator and Technical staff (Item Writers) will finalize questions and document standards alignment
- Native Speaker Content Specialists (Independent Contractors) will produce audio recordings, review content and provide feedback
- Artists (Independent Contractors) will provide illustrations
- Technical staff will support with document organization

Task 2. Digitization

- Principal Investigator will oversee all activities
- Project Director will hire and train staff, coordinate activities across staff and languages, and will work with Math / Digitization Coordinator and Reading Comprehension Coordinator to develop and monitor workplan and timelines
- Digitization Coordinator and Technical staff will prepare the content, questions, audio, and image files for the online interface
- Programmer will facilitate content upload and display, ensure functionality of new path and additional grade levels, and troubleshoot bugs
- Technical staff will ensure proper display and digital functionality of test.

Task 3. Production of student performance reports for new and updated tests

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines and coordinate activities
- Reading Comprehension Coordinator and Digitization Coordinator will ensure correct coding of NGLS standards and draft content of new teacher reports
- Programmer will update code to account for new path and additional grade levels and ensure results will be saved to the database
- Programmer will facilitate proper display and automatic generation of new teacher reports
- Digitization Coordinator and Technical staff will ensure accuracy and functionality of report generation with the digital interface.

Task 4. School site testing and preparation for rollout

- Principal Investigator will oversee all activities

- Project Director will develop workplan and timelines, hire and train staff, and coordinate activities
- Technical staff will update MLS user manual, Quicksheet, and other user-facing materials to include updates and new languages
- Project Director and User Support Specialist will recruit partner schools to test display of new tests on the device/browser combinations at their schools, and facilitate communication between partner schools and MLS team
- Programmer will make tests available to key partner schools
- Programmer will be ready to respond to reports of display errors and ensure that all issues are resolved in Summer 2023 so the tests will be ready for August release.

Objective 6: Optimization and Expansion of MLS Use

This objective involves an investigation into two issues: (1) how the MLS is used by schools and districts across NYS, and (2) how to render MLS results maximally effective from a pedagogical perspective. We will conduct surveys and data analyses to address (1) and literature reviews, focus groups, and interviews to address (2). The tasks in this objective will be done in conjunction with OBEWL.

1. **Understanding MLS Usage State-wide: This part of the objective has the goal of increasing dissemination and use of the MLS state-wide. We will ask the following questions:** Which schools and districts are using the MLS? What makes MLS use successful and where is there room for improvement? Which schools and districts are not using the MLS, and why not? What languages are the highest need? Subsequent to a wider survey, **we will target areas with low or no MLS use and hold workshops:**
 - a. Introducing the MLS for new users
 - b. Explaining ongoing updates to the MLS on a yearly basis
2. **Improving usability of Teacher-Facing Student Performance Reports:** This part of the objective has as its goal to render MLS results (i.e., individual student literacy-skill results) maximally effective by providing teachers with best practices and pedagogical approaches to make data-driven decisions in response to a given student's MLS results.
 - a. **Optimizing Student Performance Reports:** We will target central issues and questions, such as, How are schools and districts using the reports that describe student performance on the MLS? In what ways are the reports easy or difficult to understand? How might they be improved?
 - b. **Researching best practices:** In order to make teacher-facing student reports maximally effective, we will conduct research on best practices for making data-driven decisions based on student literacy-skill profiles.

Following our R&D we will offer:

- a. Workshops on understanding and interpreting the teacher-facing student performance reports that show the NGLS skill breakdown for reading comprehension and math tests;
- b. Presentation of best practices and follow-up activities based on literacy results;
- c. Presentations to district leaders and key stakeholders of trends we see in the MLS data in partnership with OBEWL.

This objective is a new initiative designed in partnership with OBEWL. The tasks listed below reflect the full

range of activities we envisage for this objective over the course of the 5 years of the MOU. In consultation with OBEWL we will select from this list those tasks that should be prioritized and executed.

Task 1. Understanding MLS Usage State-wide

- Principal Investigator will oversee all activities and will liaise with OBEWL for high-level discussions.
- Project Director will develop workplan and timelines, coordinate activities, and liaise with OBEWL for high-level discussions and detail-oriented work.
- Project Director, Professional Learning Facilitator, and Data Scientist, supported by technical staff, will prepare materials and conduct outreach statewide on which schools are and are not using the MLS, as well as gather feedback on the Teacher-Facing Student Performance Reports. We will focus on regions and districts identified by OBEWL and other partners as key areas to target for outreach.

Task 2. Improving usability of Teacher-Facing Student Performance Reports

- Principal Investigator will oversee all activities and will liaise with OBEWL for high-level discussions
- Project Director will develop workplan and timelines, coordinate activities and supervise adjustments to the performance reports.
- Professional Learning Facilitator, with the support of technical staff, will conduct a literature review of best practices and approaches addressing literacy skills in student performance reports
- Data Scientist, Reading Comprehension Coordinator, Math and Digitization Coordinator, and Professional Learning Facilitator will collaborate to prepare interview questions for users, analyze results, and recommend changes to the student performance reports.
- Programmer will update code to create proper display and automatic generation of new teacher reports

Task 3. Training for MLS users

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines and coordinate activities
- Professional Learning Facilitator and Project Director will provide workshops to groups of administrators on how to administer the MLS. Workshops will provide information about MLS updates to new and returning users. Workshops will be publicized to the RBERNs, and an advertisement will be sent to NYSED for distribution. To ensure accessibility to a state-wide audience, workshops will primarily be planned on zoom. Workshops will increase in frequency and offerings will be added, scaling up over the course of 5 years. We expect to include topics such as:
 - Introducing the MLS for new users (yearly, 3 workshops or more)
 - Explaining ongoing updates to the MLS (yearly)
 - Providing training for interpreting the teacher-facing Student Performance reports (This training will be developed in Year 2 after substantial R&D on Task 2 has occurred)
 - In later years of the MOU, additional trainings can be developed in response to feedback from the field
- Technical staff will assist with technical support during workshops
- Professional Learning Facilitator, supported by technical staff will document feedback from workshops about the MLS interface, tests, and student performance reports
 - Project Director and User Experience Specialist will analyze feedback and integrate feedback into future plans for MLS development

- Professional Learning Facilitator and User Experience Specialist will work with individual schools and districts on an as-needed basis to enhance user experience and ensure correct administration of the MLS

Task 4. Dissemination and Outreach to Expand MLS Use

- Principal Investigator will oversee all activities
- Project Director will develop workplan and timelines and coordinate activities
- Project Director and Professional Learning Facilitator will inform partners such as RBERNs, Bridges to Academic Success, and other teacher trainers about new MLS tests, interface updates, and changes student performance reports.
- User Experience Specialist and Professional Learning Facilitator, supported by Technical staff, will prepare FAQs and other supporting documentation that will help users understand the MLS. Documentation will be shared on the MLS website and sent to OBEWL to post on the SIFE website if approved, as well as distributed to key partners and teacher trainers.
- Data Scientist will prepare mechanisms to share information about MLS results with entities such as RBERNS and BOCES upon request from OBEWL.
- At the invitation of OBEWL, and with guidance related to what content should be shared, Professional Learning Facilitator and Project Director will conduct presentations to key partners in New York State regarding implications of MLS results.
 - Data Scientist and technical staff will assist in preparing the presentation

Attachment B - Budget and Budget Narrative

Budget Narrative

1. **Full Time Personnel:** Four non-programmer full-time staff members will be required for this project: the project director, the data scientist, the reading comprehension coordinator, and the digitization/math coordinator.
2. **Programmers:** This line includes the full-time user experience specialist, part-time website programmer, and part-time systems administrator.
3. **Part Time Personnel:** All other part time A and B staff are covered by this line, including the principal investigator, grant administrator, professional learning facilitator, content developers, technical writers, and research assistants.
4. **Fringe Benefits:** The Research Foundation requires that university projects legally pay a percentage of personnel costs towards benefits for both part-time and full-time employees. MTA Payroll Tax is required by city law.
5. **Stipends:** This line is for individuals who perform a one-time service such as participating in a focus group or giving feedback on a test.
6. **Independent Contractors:** We will work with agencies who employ speakers of languages of limited diffusion in order to complete the review of MLS content and display properties. Contracts with artists and expert reviewers also fall under this line.
7. **Supplies:** This line includes third-party hosting services costs and security certificate, domain name costs, necessary software and app subscriptions like Dropbox, Basecamp, office supplies, and computers. It also includes office supplies, printing and/or postage fees, and other material costs needed for the smooth functioning of the project.
8. **Travel:** Travel fees for school support visits and for travel related to conferences and professional learning.
9. **Conferences/Professional Development:** Fees for conferences or professional development for staff.
10. **Meetings:** Expenses for MLS team meetings.
11. **CUNY Overhead / Indirect costs:** For CUNY Queens College overhead and CUNY Research Foundation contingencies.

MLS Budget (Objectives 1-6) for 2023-2024

	<u>Personnel</u>		RF CUNY CODE
1.	Full time Project Director \$124,124 Data Scientist \$94,094 Reading Comprehension Coordinator \$64,064 Digitization and Math Coordinator \$64,064	\$ 346,346	5403
2.	Programmers User Experience Specialist \$81,900, full time Programmer \$148,200, part time Systems Administrator \$10,400, part time	\$ 240,500	5415
3.	Part time (about 16 people, including Principal Investigator) Grant Administrator, Professional Learning Facilitator, Item Writers, Research Assistants and other technical staff	\$ 239,950	5410
4.	Fringe and NYS MTA tax	\$ 208,087	5940
	Personnel Subtotal	\$ 1,034,883	
	<u>Other costs</u>		
5.	Stipends	\$ 10,000	7002
6.	Independent Contractors (IC)	\$ 23,000	7010
7.	Supplies	\$ 20,400	6200
8.	Travel	\$ 3,000	6900
9.	Conferences / Professional Development	\$ 2,000	7400
10.	Meetings	\$ 2,000	7410
	Direct Cost Subtotal	\$ 1,095,283	
11.	CUNY Overhead / Indirect Costs (10%)	\$ 109,528	9000
	TOTAL BUDGET	\$ 1,204,811	

Appendix 1: Data Cleaning

Data collection and cleaning in order to prepare the report consists of the following key activities:

- Evaluating data for duplicate entries (if a student takes a test more than once, the earliest entry will be used unless otherwise advised)
- Purging false positives (students not being tested for SIFE identification purposes) or incomplete student data entries in the final report
- Monitoring data for errors, including
 - Multiple administrations for a single student
 - Missing NYSSIS / OSIS numbers
 - MLS administered for identification purposes more than 10 days after enrollment in NYS schools. (Reports will indicate whether students have been enrolled 10 or fewer days, 11-30 days, or 31 or more days.)
 - NYSSIS / OSIS number is a predictable inaccurate number such as 0000000000 or 1234567890
 - Student name, parent name, or other field is a predictable nonsense string such as “asdf” or “test”
 - Student age is above age 21 or under age 10
 - Current grade indicated as “other”
- Creating district and school level error reports which monitor the frequency of the errors, false positives, and duplicate entry scenarios listed above.
- Advising the MLS team on any changes to the MLS interface that could prevent any inaccurate entries. Current such features implemented include:
 - Allowing only NYSSIS / OSIS numbers with the proper number of characters
 - Emailing administrators who have not provided student NYSSIS numbers every 15 days after administration until number is provided
 - Requiring systematic entry of dates

Appendix 2: Data Reporting

Given district and instructional support needs and access to timely data, the following reports including RBERN region, district, school, and student-level information will be submitted to NYSED on an ongoing monthly basis:

Report A: Nine district level reports, one for each RBERN region (NYC, Capital District, Hudson Valley, Long Island, Mid-State, Mid-West, and West Region) one for non-NYC Districts, and one for full state (NYC and non-NYC Districts). This is a **seven-tier report** (spreadsheet with 7 tabs) which includes the following for each RBERN and region:

- The first tier provides meta information on the report showing the date the report was written, date of when the data was extracted, date range of data included in the report, and the report name.
- The second tier provides district information including name, county, RBERN, whether the district administers centrally, count of Potential SIFE, count of Potential Non-SIFE, and percentage of SIFE.
- The third tier provides school information for schools in the included districts (data for the NYC region will be organized by schools instead of districts). This information includes BEDS code, school name, district, county, RBERN, whether the district administers centrally, count of Potential SIFE, count of Potential Non-SIFE, and percentage of SIFE.
- The fourth tier will provide the frequency of errors (if any) in terms of duplicates, ID errors, etc.

- The fifth tier focuses on usage rates (which **districts** region have used or not used the MLS during the month) and accounts for non-SIFE and SIFE entries for each district.
- The sixth tier focuses on usage rates (which schools have used or not used the MLS during the month) and accounts for non-SIFE and SIFE entries for each administering school and each centrally administering district **by RBERN region**.
- The seventh tier provides school sites in the RBERN region that do not have MLS credentials
- Fields in these reports may be added or removed at the request of OBEWL

Report B: Eight student level reports, one for each RBERN region (NYC, Capital District, Hudson Valley, Long Island, Mid-State, Mid-West, and West Region) one for non-NYC Districts, and one for full state (NYC and non-NYC Districts). This is a **five-tier report** (spreadsheet with 5 tabs) which includes the following for each RBERN and region:

- The first tier provides meta information on the report showing the date the report was written, date of when the data was extracted, date range of data included in the report, and the report name.
- The second tier provides student information (student ID, Age, Grade, SIFE Placement, and if the students' SIFE placements are different by test), test information (test date, test language), and school information (BEDS code, RBERN, whether the district administers centrally, proctor name, and email).
- The third tier will provide the frequency of errors (if any) in terms of duplicates, ID errors, etc.
- The fourth tier focuses on usage rates (which schools have used or not used the MLS during the month) and accounts for non-SIFE and SIFE entries for each administering school and each centrally administering district.
- The fifth tier provides school sites in the RBERN region that do not have MLS credentials
- Fields in these reports may be added or removed at the request of OBEWL

In order to ensure accuracy of the reports, NYSED will provide RISLUS with the following information:

- An updated list of BEDS codes showing which schools are included in each region and the corresponding BEDS code for each school and district.
- An updated list of all districts administering the MLS from a central intake office, including:
 - Name of District
 - BEDS code that is being used to administer the MLS
 - BEDS codes for all schools in the district
- A list of schools determined by NYSED to have submitted non-valid NYSSIS IDs

Reports A and B will be delivered monthly on an ongoing basis. The number of administrations by a centrally administering district is included. In spring 2020, we implemented a drop-down tool so districts can indicate which school a student is placed in. School placement will be reported to NYSED. For cases where a district does not indicate which school a student is placed in, the student will be reported as a student associated with the district BEDS code.

Reporting will be streamlined for consistency and include district and school level attributes in all reports. These attributes include and are not limited to the following: (BEDS, School Email, Proctor Name, StudentID (NYSSIS / OSIS Number), TestType, Language, TestDate, Date Of Entry, Final RC, Vocabulary, Early Literacy and Math

levels, and SIFE status indication. All data reports should be provided in excel format with a title, date (extraction date) and source.

Appendix R Data Security and Privacy Policy

Appendix R NEW YORK STATE EDUCATION DEPARTMENT'S DATA PRIVACY APPENDIX

ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix (“DPA”), the following terms shall have the following meanings:

- 1. Access:** The ability to view or otherwise obtain, but not copy or save, Student Data and/or APPR Data arising from the on-site use of an information system or from a personal meeting.
- 2. APPR Data:** Personally Identifiable Information from the records of an Educational Agency 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.
- 3. Breach:** The unauthorized Access, acquisition, Disclosure or use of Student Data or APPR Data that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful alteration, destruction, loss of, Access to or Disclosure of Student Data or APPR Data.
- 4. Commercial or Marketing Purpose:** The Disclosure, sale, or use of Student Data for the purpose of directly or indirectly receiving remuneration, including the Disclosure, sale, or use of Student Data for advertising purposes, or the Disclosure, sale, or use of Student Data to develop, improve, or market products or services to Students.
- 5. Disclose or Disclosure:** The intentional or unintentional communication, release, or transfer of Student Data and/or APPR Data by any means, including oral, written, or electronic.
- 6. Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
- 7. Educational Agency:** As defined in Education Law § 2-d, a school district, board of cooperative educational services, school, or the New York State Education Department (“NYSED”).
- 8. Eligible Student:** A Student who is eighteen years of age or older.
- 9. Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 Security Rule at 45 CFR § 164.304, encrypt means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.

- 10. Information:** Student Data and APPR Data from an Educational Agency that is Disclosed or made available to the Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.
- 11. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- 12. Parent:** A parent, legal guardian, or person in parental relation to the Student.
- 13. Personally Identifiable Information (PII):** Personally Identifiable Information, as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, (§ 99.3), and Teacher or Principal APPR Data.
- 14. Release:** Shall have the same meaning as Disclose.
- 15. School:** As defined in Education Law § 2-d, any (a) public elementary or secondary school, including a charter school; (b) universal pre-kindergarten program authorized pursuant to Education Law § 3602-e; (c) an approved provider of preschool special education; (d) any other publicly funded pre-kindergarten program; (e) a school serving children in a special act school district as defined in Education Law § 4001; (f) an approved private school for the education of students with disabilities; (g) a State-supported school subject to the provisions of Article 85 of the Education Law; or (h) a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- 16. Services:** Services provided by Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.
- 17. Student:** Any person attending or seeking to enroll in an Educational Agency.
- 18. Student Records:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
- 19. Student Data:** PII from Student Records of an Educational Agency and PII regarding a Student provided to the Contractor by the Student or the Student's Parent.
- 20. Subcontractor:** Contractor's non-employee agents, consultants, volunteers, including student interns, and/or any natural person or entity funded through this contract who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF INFORMATION

1. Compliance with Law.

When providing Services pursuant to this contract, Contractor may have Access to or receive Disclosure of Information that is regulated by one or more New York and/or federal laws and regulations, among them, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d; and the Regulations of the Commissioner of Education at 8 NYCRR Part 121. Contractor agrees to maintain

the confidentiality and security of Information in accordance with (a) applicable New York, federal and local laws, rules, and regulations, and (b) NYSED's Data Privacy and Security Policy. Contractor further agrees that neither the Services provided nor the manner in which such Services are provided shall violate New York, federal and/or local laws, rules, and regulations, or NYSED's Data Privacy and Security Policy.

2. Authorized Use.

Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use such Information for any purpose other than to provide the Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Information Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.

3. Contractor's Data Privacy and Security Plan.

Contractor shall adopt and maintain administrative, technical, and physical safeguards, measures, and controls to manage privacy and security risks and protect Information in a manner that complies with New York State, federal and local laws, rules, and regulations, and the NYSED policies. Education Law § 2-d requires that Contractor provide NYSED with a Data Privacy and Security Plan that outlines the safeguards, measures, and controls, that the Contractor will employ, including how the Contractor will implement such safeguards, measures, and controls, to comply with (a) the terms of this DPA, (b) all applicable state, federal and local data privacy and security requirements, (c) the parents bill of rights for data privacy and security that is attached hereto and incorporated herein as DPA Exhibit 2, and (d) applicable NYSED policies. Contractor's Data Privacy and Security Plan is attached to and incorporated in this DPA as Exhibit 1.

4. NYSED's Data Privacy and Security Policy

State law and regulation require NYSED to adopt a data privacy and security policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with NYSED's Data Privacy and Security Policy located at <http://www.nysed.gov/data-privacy-security/nysed-data-privacy-and-security-policy> and other applicable NYSED policies and agrees to contractually require its Subcontractors to comply with NYSED's Data Privacy and Security Policy.

5. Right of Review and Audit.

Upon NYSED's request, Contractor shall provide NYSED with copies of its policies and related procedures that pertain to the protection of Information. In addition, NYSED may require Contractor to undergo an audit of its privacy and security safeguards, measures, and controls as they pertain to alignment with the requirements of New York State laws and regulations, NYSED's policies applicable to Contractor, and alignment with the NIST Cybersecurity Framework. Any audit required by NYSED must be performed by an independent third party at Contractor's expense and the audit report must be provided to

NYSED. In lieu of being subject to a required audit, Contractor may provide NYSED with an industry standard independent audit report of Contractor's privacy and security practices that was issued no more than twelve months before the date that NYSED informed Contractor that it required Contractor to undergo an audit.

6. Contractor's Employees and Subcontractors.

- (a) Access to or Disclosure of Information shall only be provided to Contractor's employees and Subcontractors who need to know the Information to provide the Services and such Access and/or Disclosure of Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Information; and (iii) as applicable, retrieve all Information received or stored by such Subcontractor and/or ensure that Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 11 of this DPA.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Information, Contractor must not provide Access to or Disclose Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.
- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Information to any other party unless such Access or Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify

Contractor no later than two (2) days before any Information is Accessed or Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access or Disclose the Information.

7. Training.

Contractor shall ensure that all its employees and Subcontractors who have Access to or will receive Information will be trained on the federal and state laws governing confidentiality of such Information prior to receipt.

8. Data Return and Destruction of Data.

- (a) Contractor is prohibited from retaining Disclosed Information or continuing to Access Information, including any copy, summary, or extract of Information, on any storage medium (including, without limitation, hard copies and storage in secure data centers and/or cloud-based facilities) beyond the term of this contract unless such retention is expressly authorized for a prescribed period by this contract, necessary for purposes of facilitating the transfer of Disclosed Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this contract, Contractor shall transfer the Disclosed Information to NYSED in a format and manner agreed to by the Parties.
- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Information has been completed or Contractor's authority to have Access to Information or retain Disclosed Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Information are revoked, and (2) all Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor or its Subcontractors and/or all Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Information cannot be retrieved. Only the destruction of paper Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Contractor shall provide NYSED with a written certification of, as applicable, (1) revocation of Access to Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Information held by the Contractor or Subcontractors to the contract at the address for notifications set forth in this contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers

removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will contractually prohibit its Subcontractors from the same.

9. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell, use, or Disclose Student Data for a Commercial or Marketing Purpose and that it will contractually prohibit its Subcontractors from the same.

10. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Information. Contractor must encrypt Information at rest and in transit in accordance with applicable New York laws and regulations.

11. Breach.

Contractor shall promptly notify NYSED of any Breach of Information, regardless of whether Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provided to the office of the Chief Privacy Officer, NYS Education Department 89 Washington Avenue, Albany, New York 12234, and must, include a description of the Breach which includes the date of the incident and the date of discovery, the types of Information affected, and the number of records affected; a description of Contractor's investigation; and the name of a point of contact. Violations of the requirement to notify NYSED shall be subject to a civil penalty pursuant to Education Law § 2-d. The Breach of certain Information protected by Education Law § 2-d may subject the Contractor to additional penalties.

12. Cooperation with Investigations.

Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

13. Notification to Individuals.

Where a Breach of Information occurs that is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8 NYCRR Part 121. NYSED will be reimbursed by Contractor within 30 days of a demand for payment under this section.

14. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this contract to which this DPA is attached but shall terminate upon Contractor's certifying that it and its' Subcontractors, as applicable (a) no longer have the ability to Access any Information provided to Contractor pursuant to this contract to which this DPA is attached and/or (b) that Contractor and its' Subcontractors have destroyed all Disclosed Information provided to Contractor pursuant to this contract to which this DPA is attached.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access.

Education Law § 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by NYSED. To the extent Student Data is held by Contractor pursuant to the Contract, Contractor shall respond within thirty (30) calendar days to NYSED's requests for access to Student Data necessary for NYSED to facilitate such inspection and review by a Parent or Eligible Student, and shall facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor or a Subcontractor directly to review any of the Student Data held by Contractor or a Subcontractor pursuant to the Contract, Contractor shall refer the Parent or Eligible Student to NYSED and notify NYSED.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law § 2-d, the Parents Bill of Rights for Data Privacy and Security and the Supplemental Information for this contract is attached to and incorporated in this DPA as Exhibit 2 Contractor understands and agrees that, as an agreement with a third-party contractor who will receive Access to and/or Disclosure of Student Data, Education Law § 2-d requires NYSED to post Exhibit 2 to its website.

EXHIBIT 1 - Contractor's Data Privacy and Security Plan

Pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education, NYSED is required to ensure that all contracts with a third-party contractor that has Access to or receives Information include a Data Privacy and Security Plan. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to NYSED's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1. Contractor Name:

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

2. Outline how you will implement applicable data privacy and security contract requirements over the life of the Contract.

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. More details are outlined below.

3. Specify the administrative, operational, and technical safeguards and practices that you have in place to protect Information.

CUNY shall use industry standard best practices to protect and safeguard Information. Controls employed against various systems include but are not limited to:

- User Access Control
 - Identity Management (Authentication/Authorization)
 - Role based access
 - Strong passwords and controls
 - Annual password expiration
 - Local access management
 - Access logging/monitoring (device & location)
 - Intrusion penetration/vulnerability testing
 - Annual mandatory user security awareness training
- At-Rest and In-Transit Data Encryption
 - Multi-level database encryption
 - Secure File Transfer Protocol (SFTP)
 - HTTPS and TLS Security

- Student Identity Protections
 - Various best-practice data de-identification techniques to protect student privacy

Information shall be accessed, stored and retained according to applicable state and federal guidelines surrounding educational records and archiving policy. Minimally, the following controls shall be in place:

- Access is granted explicitly to the following personnel:
 - Authorized and authenticated personnel (NYSED-OBEWL, MLS Principal Investigator, MLS Project Director, MLS Website Programmer, MLS Data Scientist, and MLS User Support Specialist)

Retention/Archiving

CUNY will process Student Data until no longer necessary in accordance with NYSED regulations and business needs. At that time, data will be fully anonymized by data blurring and archived.

At a minimum, all electronically archived Student Data shall:

- be encrypted and rendered non-individually identifiable
- have access restricted to authorized and authenticated personnel and be actively monitored

Subcontractors

Subcontractors will not have access to Student Data.

4. Address the training received by your employees and any Subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of Information.

Anyone on the team who has access to Student Data will meet within the first 3 months of each grant year to review the policy and confirm best practices. New employees who have access will be trained before gaining access.

Subcontractors will not have access to Student Data.

5. Outline how you will ensure that your employees and any Subcontractors are bound by written agreement to the requirements of this contract.

Authorized Employees will sign a written agreement within the first 3 months of each grant

year, and will not be allowed to access Student Data until annual signed form is received. All employees and subcontractors will sign a written agreement stating that they agree to all privacy and security protocols in the case that unauthorized access occurs.

6. Specify how you will manage any data privacy and security incidents that implicate Information, including a description of any specific plans you have in place to identify data Breaches, unauthorized Access to Information and unauthorized Disclosure of Information, to meet your obligation to report such incidents to the NYSED.

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.

7. If applicable, describe how Disclosed Information will be transitioned to NYSED when either (a) it is no longer needed by you to meet your obligations under this contract or (b) your authorization to Access Information or use Disclosed Information has terminated.

Upon completion of the contract, no further Disclosed Information will be collected. Disclosed Information will be encrypted and transitioned to NYSED via secure file transfer.

8. Describe your secure destruction and secure deletion practices and how you will certify to NYSED that all Access to Information has been revoked by you and, as applicable, your Subcontractors and that all Disclosed Information has been either securely deleted or securely destroyed by you and your Subcontractors.

Upon revocation of access to Disclosed Information, we will terminate our services with all related third party data hosts and request that related data, including backups, be securely and irrevocably deleted.

Subcontractors will not have access to Disclosed Information.

9. Outline how your data privacy and security program/practices align with NYSED's applicable policies.

A. Glossary

- **CUNY** City University of New York
- **MLS** Multilingual Literacy SIFE Screener
- **SIFE** Students with Interrupted/Inconsistent Formal Education
- **NYSED** New York State Education Department
- **OBEWL** Office of Bilingual Education and World Languages
- **PII** Personally Identifiable Information

B. Overview

Using Student Personally Identifiable Information (PII) 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.

CUNY follows NYSED's definition of PII as information which can be used to distinguish or trace the identity of an individual (e.g., name, student IDs) alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual (e.g., date of birth). CUNY includes in the latter any information that could reasonably be combined to re-identify a student (e.g., testing location, date of test, language of test, etc.).

C. Purpose

CUNY's primary responsibility is to service the educational and administrative needs of students as outlined in state and federal law. To provide necessary services, it is required that CUNY collects, stores, manages, and processes various pieces of student and organizational data. All CUNY data collections are governed by federal and state statutes, laws, and rules. The purpose of this policy is to identify, categorize, and communicate the information we collect as part of our commitment to transparency and student services.

D. Scope

This policy applies to all CUNY-MLS staff.

E. Policy

1. COLLECTION CATEGORIES

The following categories of PII shall be collected as part of normal CUNY operations:

- **Student Demographics**
 - Name
 - Date of Birth
- **Enrollment**
 - Student *New York State Student Identification System (NYSSIS)* number or *New York City Department of Education Open Student Information System (OSIS)* number
 - Local Student ID (optional)
 - Date of enrollment into New York State school system
 - Grade of matriculation into New York State school system
 - Final SIFE determination made by the school/district
- **SIFE Oral Interview Questionnaire Information**
 - Primary language
 - Language of textbooks in country of education
 - Last grade student reports having attended school

- Does the student have a gap of 2+ years below age-appropriate grade level literacy prior to arrival in the US?

- **Exam Data**

- District Name
- School Name
- Name of Proctor
- Date of Test
- Language of Test
- Type of Test (Reading, Math, Early Literacy, Vocabulary)
- Reason for testing (SIFE identification or not)
- Potential SIFE status as indicated by exam(s)
- Placement grade on MLS exam(s)

Policy Note: Data collection requirements change from time to time based on new and revised laws. Specific information on data collections should be directed to mls.email.server@gmail.com

2. DATA SECURITY AND PROTECTIONS

CUNY shall use industry standard best practices to protect and safeguard Student PII. Controls employed against various systems include but are not limited to:

- User Access Control
 - Identity Management (Authentication/Authorization)
 - Role based access
 - Strong passwords and controls
 - Annual password expiration
 - Local access management
 - Access logging/monitoring (device & location)
 - Intrusion penetration/vulnerability testing
 - Annual mandatory user security awareness training
- At-Rest and In-Transit Data Encryption
 - Multi-level database encryption
 - Secure File Transfer Protocol (SFTP)
 - HTTPS and TLS Security
- Student Identity Protections
 - Various best-practice data de-identification techniques to protect student privacy

3. PII ACCESS AND RETENTION

Student PII shall be accessed, stored and retained according to applicable state and federal guidelines surrounding educational records and archiving policy. Minimally, the following controls shall be in place:

- PII access is granted explicitly to the following personnel:
 - Authorized and authenticated personnel (NYSED-OBEWL, MLS Principal Investigator, MLS Project Director, MLS Website Programmer, MLS Data Scientist, and MLS User Support Specialist)

Retention/Archiving

CUNY will process student PII until no longer necessary in accordance with NYSED regulations and business needs. At that time, data will be fully anonymized by data blurring and archived.

At a minimum, all electronically archived PII shall:

- be encrypted and rendered non-individually identifiable
- have access restricted to authorized and authenticated personnel and be actively monitored

F. Audit Controls and Management

On-demand documented procedures and evidence of practice should be in place for this operational policy as part of the CUNY general management practices.

G. Enforcement

Staff members found in policy violation may be subject to disciplinary action, up to and including termination.

H. Distribution

This policy is to be distributed to all CUNY-MLS staff.

EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and
Supplemental Information for Contracts that Utilize Personally Identifiable Information

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A Student's Personally Identifiable Information ("Student PII") cannot be sold or released for any Commercial or Marketing purpose. Student PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Regulations of the Commissioner of Education at 8 NYCRR Part 121, FERPA at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300) protect the confidentiality of Student PII.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when Student PII is stored or transferred.
5. A complete list of all student data elements collected by New York State Education Department ("NYSED") is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of Student PII addressed. Complaints should be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, 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.
7. To be notified in accordance with applicable laws and regulations if Student PII is either unlawfully accessed or unlawfully disclosed.
8. NYSED workers that have access to or receive disclosure of Student PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. NYSED contracts with vendors that receive Student PII will address statutory and regulatory data privacy and security requirements.

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