Data Disclosure Agreement
Between
The New York State Education Department and
The City University of New York

WHEREAS, the New York State Education Department ("NYSED") and the City University of New York ("CUNY") (collectively referred to as the "Parties"), together with other educational entities, entered into a Memorandum of Understanding on November 25, 2008 (the "P-16 MOU"), for the purpose of joining into a partnership to support the establishment and administration of a New York State P-16 Data System (the "Data System") for preschool through college education, to ensure that the Data System is useful and properly aligned to the entities' educational needs and capacity; and

WHEREAS, the creation of a robust P-16 Data System will be of great value to all of the Parties, to provide uniform state and district summary data, to support programmatic actions to raise student achievement, and to provide data for audit and evaluation of educational programs, among other benefits, and the Data System is necessary to assist the Parties in the performance of their official duties as established in State and federal law; and

WHEREAS, the New York State Board of Regents and the P-16 Data System Executive Committee will oversee implementation and application of the Data System, NYSED will manage the operation of the Data System, and CUNY will share data with NYSED on individual student post-secondary education to be incorporated into the Data System; and

WHEREAS, although the P-16 Data System is not fully integrated and operational, all Parties have an immediate need to accomplish the work described above; and

WHEREAS, NYSED will share data with CUNY on individual student P-12 education to be incorporated into the separate and distinct CUNY data system until such time as the P-16 Data System is fully integrated and operational; and

WHEREAS, the Parties desire to establish appropriate guidelines for the sharing of data files to build the capacity of the Data System;

NOW THEREFORE, THE PARTIES AGREE as follows:

1. GOVERNING MOU. The Parties agree that the use of the data provided by the Parties pursuant to this Disclosure Agreement will be subject to the commitments and procedures set forth in the P-16 MOU, a copy of which is attached to this Agreement.

2. SUBMISSION OF DATA FROM CUNY TO NYSED.

A. The Parties will periodically, throughout the term of this Agreement, come to a mutual agreement on the set of data elements to be provided by CUNY to NYSED, as well as the file layout to be used in the exchange.

B. For the initial data exchange covered by this agreement, CUNY will provide to NYSED a student-level file that will include all undergraduate students who enrolled in CUNY in the fall of 2005 through 2007, including the data elements necessary for matching and for the analyses this agreement is intended to support:

Student Characteristics - first name, middle initial, last name, date of birth, gender, zip code, student identifier, local campus identifier, race/ethnicity, enrolled remedial credit hours for the first term, New York State residency indicator, in-state tuition indicator;

Academic Variables Based on the First Term of Enrollment – NYSED code for CUNY institution, New York State high school College Entrance Examination Board (CEEB) code, year of high school examination, and derived admission status (regular admin, special admit receiving aid, special admit disadvantaged, special admit other risk, non-degree seeking);

Academic Variables Based on the Last Term of Enrollment – last term of enrollment reported for the student, last official term, cumulative credit hours, cumulative grade point average, and an indicator as to whether the cumulative data includes the last official term;

Degree Information – degree term, degree awarded, NYSED academic program, degree grade point average, degree credit hours, and the date the file was produced.

3. SUBMISSION OF DATA FROM NYSED TO CUNY.

A. The Parties will periodically, throughout the term of this Agreement, come to a mutual agreement on the set of data elements to be provided by NYSED to CUNY, as well as the file layout to be used in the exchange.

B. For the initial data exchange covered by this agreement, NYSED will provide to CUNY, after matching students in the file provided by CUNY, a student-level file that will include the data elements necessary for the analyses this agreement is intended to support:

Student Characteristics – CUNY student identifier, the New York State Student Identification System (NYSSIS) identifier, local district student identifier, local high school Basic Education Data System (BEDS) code, and the New York State high school CEEB code;

Academic Variables – Regents examination title, date of administration of Regents examination, and the highest numeric score for each Regents examination title'

Degree Information – year of high school graduation and diploma type.

4. LIMITATIONS ON ACCESS TO AND USE OF THE SHARED DATA.

A. Individually identifiable student information is sensitive, requiring appropriate levels of security to prevent unauthorized disclosure or modification. The Parties protect the confidentiality of all personally identifiable information of students obtained pursuant to this MOU in accordance with applicable law, including the New York State Social Services Law, the Federal Social Security Act, the Family Educational Rights and Privacy Act and any regulations promulgated thereunder.

i. The Parties, as signatories to this MOU, have full and final responsibility for the security of the confidential data. The Information Security Officer (ISO) of each Party is responsible for maintaining the day-to-day security of the system on which confidential data reside. The ISO's duties include the implementation, maintenance, and periodic update of the security plan to protect the data in strict compliance with statutory and regulatory requirements.

ii. The Parties will retain the original version of the confidential dataset(s), and will only make the data available to other parties in pursuance of the terms and purposes of this MOU.

iii. All NYSED or CUNY staff that has access to the restricted-use data, whether electronic or printed, will not release such data to any unauthorized party not covered by this MOU.

iv. The Parties shall ensure that all printouts, tabulations, and reports are edited for any possible disclosures of subject data using generally accepted methods.

v. The Parties follow highly-secure methods of data security and protection:
   - All confidential data are stored on computer and storage facilities maintained within NYSED computer networks, behind appropriate firewalls; and in similarly-protected facilities maintained by the Erie1 BOCES under a contract with NYSED.
   - Only authorized individuals employed by NYSED and Erie1 BOCES have access to computer facilities housing the confidential data.
   - Access to computer applications and data are managed through appropriate userID/password procedures.
   - NYSED computer network is scanned for inappropriate access through an intrusion detection system managed by the State Office of CyberSecurity and Critical Infrastructure Coordination.

vi. Once the P-16 Data System is operational, each Party may freely access all data records and data fields it has contributed and received under the terms of this Agreement, and the public may obtain aggregated information derived from the personally identifiable data. Requests for unit record data shall be evaluated by the Research Advisory Board, as provided for in the P-16 MOU.

B. These security measures may be reviewed by any Party, through an informal audit of policies and procedures and/or through inspection of security methods used within the Parties' infrastructure, storage, and other physical security.

C. The Parties recognize that initial transmittals of data from CUNY to NYSED will be considered prototypes and may not be complete across the entire CUNY System. The Parties will work together to develop their data systems so that in the future transmittals will be complete and no longer prototypes. Until CUNY gives notice that the data transmittals are complete, any public disclosures or reports based on the CUNY data will indicate that the data are in the prototype stage and may not be complete.

D. Data disclosed under this Agreement shall only be used by the Parties for the long-term purpose of implementing and administering the Data System for the benefit of educational programs in the State of New York. The individual submissions of data exchanged by the Parties must be destroyed when they are longer needed for sharing data among the Parties or for merging into the Data System, or for maintenance in the separate and distinct CUNY data system until such time as the P-16 Data System is fully integrated and operational, and in any event must be destroyed within one year of the date that the P-16 Data System is fully operational. The data merged into the Data System may be maintained in the Data System by NYSED for so long as there is a need for using such data to accomplish the purposes of the Data System as set forth in the P-16 MOU or other purposes allowed by law, but must be destroyed when no longer needed for those purposes.

E. The Parties agree that, except as otherwise permitted by law, they will not further disclose personally identifiable data. Personally identifiable data include, but are not limited to, aggregated data that have fewer than five (5) data elements per cell or for which the data elements per cell comprise 100% of the subject population.

5. MISCELLANEOUS PROVISIONS

A. The Parties agree to preserve the confidentiality of all personally identifiable information about individual students obtained pursuant to this Agreement in accordance with applicable federal and State law. The Parties will advise all staff members that have access to the data of their obligation to keep the data confidential.

B. This Disclosure Agreement shall expire on April 30, 2013, and may be renewed in additional three-year terms upon written agreement of the Parties. This Disclosure Agreement may be amended at such time as the Parties agree that there is a need to exchange data elements other than those described in this Agreement. Data that have already been disclosed pursuant to the Agreement and merged into the Data System shall continue to be used in the Data System as provided herein after termination or expiration of the Disclosure Agreement.

C. In the event of a material breach of the confidentiality obligations of this Disclosure Agreement, a non-breaching Party may terminate the Agreement as to the breaching Party upon 30 days notice to the breaching Party, provided that the breaching Party has been given notice of the breach in writing and has failed to cure the breach satisfactorily within 30 days. Upon termination for cause, the breaching Party shall immediately cease the use of all data received from the other Parties pursuant to this Agreement, and shall immediately destroy such data. The non-breaching Parties may continue to use the data shared with them pursuant to this Agreement in accordance with the terms of the Agreement.

D. To ensure compliance with all laws, any Party upon reasonable notice to another Party shall have the right to reasonably examine the use of its data by the receiving Party and the security protocols employed to prevent unauthorized access or disclosures.

E. This Agreement may only be amended in writing signed by all Parties. Mutually agreeable changes to the data sets exchanged by the Parties, pursuant to Paragraphs 2(A) and 3(A), will not require amendment of the Agreement.

F. The Agreement may be executed in separate originals, which together shall comprise one single fully executed document.

THE NEW YORK STATE EDUCATION DEPARTMENT

By: _____
David M. Steiner
Commissioner of Education

Dated: _____

THE CITY UNIVERSITY OF NEW YORK

By: Frederick P. Schaffer
Frederick P. Schaffer
General Counsel and Senior Vice Chancellor for Legal Affairs

Dated: 5/19/10

C. In the event of a material breach of the confidentiality obligations of this Disclosure Agreement, a non-breaching Party may terminate the Agreement as to the breaching Party upon 30 days notice to the breaching Party, provided that the breaching Party has been given notice of the breach in writing and has failed to cure the breach satisfactorily within 30 days. Upon termination for cause, the breaching Party shall immediately cease the use of all data received from the other Parties pursuant to this Agreement, and shall immediately destroy such data. The non-breaching Parties may continue to use the data shared with them pursuant to this Agreement in accordance with the terms of the Agreement.

D. To ensure compliance with all laws, any Party upon reasonable notice to another Party shall have the right to reasonably examine the use of its data by the receiving Party and the security protocols employed to prevent unauthorized access or disclosures.

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THE NEW YORK STATE EDUCATION DEPARTMENT	THE CITY UNIVERSITY OF NEW YORK
By: _____	By: _____
David M. Steiner	@
Commissioner of Education	@
Dated: 5/26/2010	Dated: _____