AGREEMENT

NEW YORK UNIVERSITY

ON BEHALF OF

THE METROPOLITAN CENTER FOR RESEARCH ON EQUITY AND THE TRANSFORMATION OF SCHOOLS

AND COLLABORATOR

This Agreement is entered into by and between New York University, with its address located at 665 Broadway, Suite 801, New York, NY 10012 on behalf of the Metropolitan Center for Urban Education (NYU) and:

Port Washington Union Free School District

With its principal address located at:

100 Campus Drive Port Washington, NY 11050 (Collaborator).

RECITALS

WHEREAS, the effort contemplated by this Agreement is of mutual interest and benefit to NYU and Collaborator, will further instructional and/or research objectives of NYU in a manner consistent with New York University's status as a non-profit, tax-exempt, educational institution, and may derive benefits for both NYU and Collaborator;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound by the terms, conditions, and covenants of this Agreement, hereby agree as follows:

- 1. **SCOPE OF WORK.** NYU agrees to use reasonable and diligent efforts and professional expertise to perform the work set forth in *Appendix A* to this Agreement, "*Scope of Work*".
- 2. PRINCIPAL INVESTIGATOR. The Principal Investigator(s) for this Agreement is/are identified in *Appendix A*. This/These individual(s) shall supervise and be responsible for the work of all persons who assist in the performance of this Agreement. The terms of this Agreement are intended to ensure that the Principal Investigator(s) enjoy(s) the maximum applicable scientific and/or programmatic freedom and administrative flexibility consistent with the overall objectives of the Scope of Work.
- 3. **PERIOD OF PERFORMANCE.** The performance of this Agreement will take place during the period (3/15/2021 6/15/2021). The period of performance may be extended only by written agreement of the parties.

- 4. **COMPENSATION.** As consideration for performance, Collaborator shall compensate NYU as set forth in *Appendix B* to this Agreement, "*Budget*".
- 5. PAYMENT AND INVOICES. Payment(s) shall be made to NYU in U.S. dollars, net of taxes or impost of any kind, in accordance with the payment schedule attached hereto as **Appendix B.** Payment shall be made to NYU's Financial Contact at the address provided in **Appendix C**.
- 6. **PUBLICATION.** Subject to applicable laws and the Education Law 2- addendum annexed hereto with accompanying Parent Bill of Rights for Data Privacy, NYU shall, in keeping with the usual and customary scientific and/or programmatic freedoms accorded to academic and research organizations, retain the right to publish and otherwise publicly disclose the information gained in the course of the performance of this Agreement.
- 7. INTELLECTUAL PROPERTY. Copyright and intellectual property rights in materials created or fixed in any tangible medium of expression during the performance of this Agreement shall rest in NYU. Licensing to Collaborator for any materials created or fixed in any tangible medium of expression during the performance of this Agreement shall be addressed in the future as necessary and via a separate agreement.
- 8. USE OF NAME. Subject to applicable laws, neither party may use the name, trademark, or tradename of the other, or the name of any staff member, employee or student of either party, in any publicity, advertising, or news release without the prior written consent of the other party, excepting documents available to the public that identify the existence of this document.
- 9. **NOTICES.** All notices, consents, payments, demands, requests, and other communications required, desired, or permitted hereunder shall be in writing and shall be deemed "given" when delivered by messenger or when deposited in the United States Mail, certified or registered, return receipt requested, with first class postage affixed, addressed as set forth in *Appendix C* to this Agreement, "*Contact Information*".
- 10. **TERMINATION.** This Agreement shall remain in full force and effect until the earlier of the date that all work under this Agreement has been completed or <u>June 15th, 2021</u>. This Agreement may be terminated by either party at any time in the exercise of its sole discretion upon thirty (30) calendar days' prior written notice in accordance with the procedure identified above in
- Section 9 NOTICES. In the event this Agreement is terminated prior to completion of all work hereunder, Collaborator shall compensate NYU pro rata for work performed prior to the date of notice of termination. Should Collaborator terminate this Agreement for cause, Collaborator shall notify NYU in writing in accordance with the procedures above in Section 9 NOTICES and shall grant to NYU a period, not to exceed thirty (30) calendar days from the date of such notice, to cure any default.
- 11. **ASSIGNMENT.** This Agreement cannot be transferred or assigned by either party without prior written consent of the other and any such assignment or transfer will be null, void and of no

effect.

- 12. **INDEPENDENT CONTRACTOR.** For the purposes of this Agreement and all services to be provided hereunder, both parties shall be, and shall be deemed to be, an independent contractor and not an employee, partner, agent or representative of the other. Neither party shall have the authority to make any statements, representations nor commitments of any kind, nor to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.
- 13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.
- 14. WAIVER. The failure of a party to enforce any breach or provision of this Agreement shall not constitute a continuing waiver of such breach or provision and such party may at any time thereafter act upon or enforce such breach or provision of this Agreement. Any waiver of breach executed by either party shall affect only the specific breach and shall not operate as a waiver of any subsequent or preceding breach.
- 15. **SEVERABILITY.** If any clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be severed and the remaining provisions of the agreement shall continue in full force and effect. The parties shall use their best efforts to agree upon a valid and enforceable provision as substitute for the severed provision, taking into account the intent of this Agreement. Failure to agree upon such a substitute does not in any way effect the remaining terms of this Agreement.
- 16. FORCE MAJEURE. Failure of either party to perform its obligations under this Agreement, except the obligation to make payments, shall not subject such party to any liability or place such party in breach of any term or condition of this Agreement to the other party if such failure is the result of any event beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strike or other labor trouble, failure in whole or part of suppliers to deliver on schedule materials, equipment or machinery, interruption of or delay in transportation, failure of utilities, energy, or conservation measures, mechanical breakdowns, a national health emergency or compliance with any order or regulation of any government entity acting with color of right.
- 17. ENTIRE AGREEMENT. This Agreement and any Attachments hereto contain the entire agreement between Collaborator and NYU and supersedes any and all other agreements and understandings, either oral or written, between the parties and their predecessors in interest relating to the subject matter of this Agreement.
- 18. **HEADINGS.** All section headings and captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any

way the meaning or interpretation of this Agreement.

19. ATTACHMENTS. The Attachments hereto are made a part hereof as if fully included in the text.

IN WITNESS WHEREOF, intending to be legally bound, authorized representatives of the parties have signed this Agreement below.

NEW YORK UNIVERSITY

Alex Samsky Date: 2021.03.15 15:55:21

Digitally signed by Alex

Nova 24. Johnson

 \overline{By}

Name: Alex Samsky

Title: Assistant Contract Officer

Date: March 15, 2021

COLLABORATOR

By

Name: Nora H. Johnson

President, Board of Education Title:

March 12, 2021 Date:



Metropolitan Center for Research on Equity and the Transformation of Schools

726 Broadway, 5th Floor New York, NY 10003 212-998-5100 steinhardt.nyu.edu/metrocenter

Appendix A: Scope of Work

Port Washington Union Free School District in partnership with the New York University's Metropolitan Center for Research on Equity and the Transformation of School-Innovations in Equity and Systemic Change (IESC) will engage in a comprehensive collaborative training and technical assistance support project working with the district from March 15, 2021 to June 15 2021.

This partnership project will be comprised of the following strand of work:

- 1. Conduct a Root Cause Analysis to identify the root cause of inequities in Port Washington Union Free School District
- 2. Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family focus groups and school visits.
- 3. Development of a root cause report and co-creation of a systemic multi-year coherent action plan to address inequitable outcomes.

The goal is to provide guidance and support to the district root cause team to conduct a comprehensive root cause analysis to identify their inequities. The proposed root cause work will focus on: (1) co-identifying the root causes and compounding factors of disproportionality and larger inequities, (2) examining and identifying beliefs, policies, practices, and procedures that contribute to disparate outcomes, (3) exploring how race, culture, and privilege perpetuate inequities and disproportionality, and (4) co-developing a research-based systemic coherent multi-year strategic plan designed to address the identified root causes of inequities.

Scope of Work:

Part 1: Conduct Root Cause Analysis to identify the root cause of disproportionality in Port Washington Union Free School District

NYU Metro Center-IESC proposes to conduct **eight online half days** and **two full days in-person/online (dependent on reopening)** root cause analysis training sessions with a diverse lead leaner team at Port Washington to identify the causes of disproportionality in their district by examining a myriad of qualitative and quantitative data, beliefs, policies, procedures, and practices. Lead learners are individuals who: 1) are able to move/lead others in their respective schools; 2) are open; 3) recognize the urgency of the work; 4) connect and are responsive to historically marginalized students and families; 5) view learning as an ongoing process; 6) naturally collaborative to create a culture of growth and collaboration; and 7) they model centering students and student learning. The findings from these processes will be used to codevelop a multi-year coherent strategic plan that will address Port Washington's inequities. The first session aims to develop an increased understanding of what disproportionality is, how it relates to the district's data and how NYU Metro Center-IESC will work to build the root cause teams capacities to address inequities in practice. The second session builds capacity among participants to analyze disaggregated data through a culturally responsive lens (district and school-level databooks), while in session 3 a review and analysis of policies, procedures, and

practices will be conducted. Session 4 will examine the district/school level academic, social emotional, and behavior intervention and supports, the Perspectives on Culture survey results, and school visit data, and begin to identify the root causes. Finally, session 5 and 6 will center unpacking findings from the student and family focus groups, on solidifying root causes and co-creating a systemic multiple year coherent strategic plan based on root causes and existing district initiatives.

Part 2: Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family focus groups, and school visits.

As part of the root cause analysis, data collection will be completed. The data collection will be completed in four phases starting in April 2021.

March 2021

1) District Level Disciplinary Referrals and Suspension and Academic Data Request. NYU Metro Center-IESC will request and collect disciplinary referrals and suspensions, and academic data disaggregated by race, ethnicity, gender, IEP/Non-IEP, ENL/non-ENL status, data management, and cleaning, conduct data analysis, and organize and place data into district and school level reports (e.g., data workbooks).

April 2021

2) Perspectives on Culture Survey Completion, Analysis, and Report. NYU Metro Center-IESC will request that central administration send out the survey link for all staff to complete the Perspectives on Culture survey. The survey assesses self-efficacy, school climate, and perceptions of culture and race. The survey would take no longer than 35 minutes to complete and would be conducted online via Qualtrics. The survey responses will be analyzed, and organized into a report.

May 2021 (pending on school district reopening)

3) School Visits. A culturally responsive school visit protocol will be used to assess culturally responsiveness in schools and classrooms. A sample of Port Washington schools would be visited to capture the culture and climate of school buildings, and their level of cultural responsiveness. The results of the school visits will be shared during a debriefing with the school leader, and cumulatively in root cause 4, and root cause report. Timing of school visits will be determined by the school re-opening process and coordinated with the district.

April/May 2021

4) Online Parent/Caregiver and Student Focus Groups. Parent and student interviews/focus groups will highlight the experiences parents/caregivers and students have in the district

and schools and their perception and experiences of equity/inequity in the district. The findings from the focus groups will provide greater insight into the quantitative data and be shared during root cause session 5.

Part 3: Development of a root cause report and co-creation of a systemic multi-year coherent strategic action plan to address inequitable outcomes. The root cause report cumulatively includes the findings from qualitative and quantitative data analysis, policy, procedure, and practice analysis, and recommendations. The findings from the root cause report will be used to develop a systemic coherent multiple year strategic action plan that aligns district initiatives and student outcomes. NYU Metro Center-IESC will support the district in co-developing a coherent action plan alongside the root cause team.

Timeframe:

This contract is for 4 months of collaborative work between Port Washington and NYU Metro Center-IESC. Once Port Washington Union Free School District approves the contract, work will begin March 15, 2021 and end June 15, 2021.

Cost:

The services for this contract will involve the following: root cause analysis sessions, data collection, data management and cleaning, and data analysis and data reports, survey collection, analysis and report, student and family focus groups, and a root cause report, and support with a systemic multi-year strategic coherent action plan. Sessions include NYU Metro Center-IESC staff time ((e.g., planning sessions, conducting sessions, consultation, etc.) and materials. The total cost of the NYU Metro Center's proposed project will be \$41,200.00 (See appendix A).

Appendix B

BUDGET

Comprehensive budget......\$41,200

NYU Metro Center-Innovations in Equity and Systemic Change Port Washington Union Free School NYU Metro Center-Innovations in Equity and Systemic Change

Port Washington Union Free School District		
Items Charged	Cost	
	se Analysis	
8 Half Day Online Root Cause Trainings @	\$17, 200.00	
\$2,150.00		
2 Full Day In Person (and online-dependent on re-	\$9,000.00	
opening) Root Cause Trainings @ \$4,500.00		
Root Cause Data Analysis	\$2,500.00	
Data Request and Collection		
Data Management and Cleaning		
Data Analysis and Data Reporting		
School Visits (1 day, 2 Equity Associates) @	\$4,500.00	
\$4,500/per day (dependent on re-opening)		
Student and Family Focus Groups and	\$3,500.00	
Transcribing		
Staff Survey Data Collection and Analysis	\$1,500.00	
Root Cause Report	\$3,000.00	
Total Cost	\$41, 200.00	

NYU shall submit invoices not more often than monthly for deliverables completed. Upon the receipt of proper invoices, the Collaborator shall pay NYU within thirty (30) days. All invoices shall be submitted using NYU's standard invoice form and shall include current and cumulative costs as well as a breakdown of the costs being invoiced.

Upon receipt of an invoice, payments are remitted to:

New York University Sponsored Programs Accounting P.O. Box 5166 New York, NY 10087

Appendix C - Contact Information			
	NYU Contacts	Sponsor Contacts	
Administra	ative Contact	Administrative Contact	
Name:	Silvia Taylor	Name: Dr. Michael Hynes, Superintendent	
	Grants Manager		
		Address: 100 Campus Drive	
		Port Washington, NY 11050	
Address:	Steinhardt, Office of Research	(517) 777 5005	
	New York University	Telephone : (516) 767-5005	
	726 Broadway, 5 th Floor	Fax: (516) 767- 5007	
	New York, NY 10003	Email: mhynes@portnet.org	
Telephone	:		
Fax:	4 = 2 2		
Email:	sp172@nyu.edu	During A Diversion	
	nvestigator	Project Director Name: Dr. David Meoli, Interim Asst. Superintendent	
Name:	David Kirkland Associate Professor/Center Director	Curriculum, Instruction & Assessment	
	Associate Professor/Center Director	Address: 100 Campus Drive	
Address:	New York University, Steinhardt	Port Washington, NY 11050	
Address:	239 Greene Street, Room 635	2 000 (1 00000)	
	New York, New York 10003		
Telephone	,	Telephone: (516) 767-5040	
Fax:	212-995-4049	Telephone: (516) 767-5040 Fax: (516) 767- 5007	
Email:	dk64@nyu.edu	Email: dmeoli@portnet.org	
Financial Co		Financial Contact	
Name:	Meidy Candia-Leyva	Name: Jessica Mack Asst. Business Administrator	
	Assistant Controller	Asst. Dusiness Administrator	
		1000	
Address:	Sponsored Programs Administration	Address: 100 Campus Drive	
	New York University	Port Washington, NY 11050	
	105 East 17 th Street, 3 rd Floor		
	New York, NY 10003		
		(516) 767-5022	
Telephone:	212-998-2832	Telephone : (516) 767-5022 Fax : (516) 767- 5027	
Fax:	212-995-4555	Email: jmack@portnet.org	
Email:	cdv.spa@nyu.edu	Email: Januari Sportations	

Authorized Official

Alex Samsky Name:

Assistant Contract Officer

New York University Address:

665 Broadway, Suite 801

New York, NY 10012

Telephone: 212-998-2121 212-995-4029 Fax:

osp.agency@nyu.edu Email:

Authorized Official

Name: Nora H. Johnson

President, Board of Education

Address: 100 Campus Drive

Port Washington, NY 11050

Telephone: (516) 767-5005 **Fax**: (516) 767-5007

Email: njohnson@portnet.org

AGREEMENT

The Port Washington Union Free School District (the "District") is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d. Pursuant to the Agreement, Contractor may receive access to student data, which is regulated by Section 2-d, from the District. The provisions of this Agreement are intended to comply with Section 2-d in all respects.

As used in this Agreement, the term "student data" means personally identifiable information from student records that Contractor receives from the District.

Student Data.

- Contractor understands that in performing this Agreement it will have access to confidential information in possession of the District or others, including, but not limited to names, facts or information about students, other individuals, businesses and families. Contractor will also have access to, and may generate, confidential educational record information (notwithstanding whether any of such information may be disclosable as "directory information"). They may also have access to confidential personnel information and information concerning other sensitive, confidential or internal District matters. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Contractor agrees not to disclose confidential information to third parties without the express written consent of the District and understands that any such disclosure shall be considered a breach of this Agreement. Contractor agrees that if it receives a subpoena for confidential information, he/she/it shall notify the District prior to disclosing the same.
- b. Any student, teacher or principal data shared with the Contractor will be used exclusively for the count of referrals, count of students involved in referrals and suspensions, count of students in AP/Honors among others are calculated by race, ethnicity, IEP/Non-IEP status and grade (without identifying specific student identifying information). 2018-19 and 2019-2020 behavior and academic data disaggregated by race/ethnicity, gender, IEP/Non-IEP status, and student and family focus groups (3 max focus groups with 10 with students, 3 max focus groups of 10 with family/parents/caregivers). The original timeline for behavior and academic data is March 2021; Student and Family Focus groups: April/May 2021.
 - c. Data storage and access comply with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection while the data is in motion and at rest. Student data will be protected through the following methods: New York University uses NYU Box which is a place to store the data through the Steinhardt server. All data is stored on a secure New York University server at the Metropolitan Center for Research on Equity and the

Transformation of Schools. This server is maintained by the New York University's IT department and follows the NYU Protocols. Restricted data is encrypted using strong cryptographic algorithms and has been approved for personal identifiable information.

- d. Subcontractors or authorized parties that the Contractor shares PII will abide by data protection and security requirements of School policy, and state and federal law and regulations by using NYU Box, referenced in section c.
- e. Absent renewal, this agreement expires on *June 15, 2021*. If the School does not renew the contract past *June 15, 2021* of the contractual year, all student, teacher or principal data shall be returned to the School (OR) disposed of once the District has approved the set deliverables and/or at the end of this agreement.
- f. Parent or eligible student can challenge the accuracy of the data by submitting a request in writing to <u>Christine Wise</u>, Data Protection Officer, District e-mail and address.
 - g. Contractors hereby agree to and will abide by the obligations listed in Appendix I and the Parents' Bill of Rights, attached hereto as Appendix II.

March 15, 2021

This section shall survive termination of this Agreement.

CONTRACTOR

Alex Samsky
Digitally signed by Alex
Samsky
Date: 2021.03.15 15:58:23

THE PORT WASHINGTON UNION FREE SCHOOL DISTRICT Wasa 4. Johnson

Date: March 12, 2021

Alex Samsky Date:
Assistant Contract Officer, OSP



METROPOLITAN CENTER FOR RESEARCH ON EQUITY AND THE TRANSFORMATION OF SCHOOLS Innovations in Equity and Systemic Change

Port Washington Union Free School District

100 Campus Drive

Port Washington, NY 11050

DATE: April 22, 2024

INVOICE #: 042224EQCON

FOR CONFOR

NYU ACCOUNT# 20-56150-IESC0-M9958

Attn: Ira Pernick

******PLEASE REFERENCE 2024 EQUITY CONFERENCE/PROJECT # 41400-20-56150-IESCO-M9958 ON THE CHECK OR CHECK STUB*****

	CURRENT	CUMULATIVE
COST ITEMS		
Equity Conference Registration School Administrator Rate: Dr. Ira Pernick	\$200	\$200
2 Equity Conference Registration Teacher Rate: Chantelle Persaud Stefanie Seidner	\$110 \$110	\$310 \$440
		\$ 440.0

TOTAL AMOUNT DUE THIS PERIOD UPON RECEIPT \$ 440.00

STEINHARDT

METROPOLITAN CENTER FOR RESEARCH ON EQUITY AND THE TRANSFORMATION OF SCHOOLS Innovations in Equity and Systemic Change

Port Washington Union Free School District Attn: Ira Pernick	DATE: May 1, 2023 INVOICE #: 050123IESC
	NYU ACCOUNT# 20-56150-IESC0-M9958

*****PLEASE INCLUDE [PROJECT # 20-56150-IESC0-M9958] ON THE CHECK OR CHECK STUB*****

· Legarita

COST ITEMS	CURRENT	CUMULATIVE
Equity Conference Registration Fee @ \$210.00 each	\$1,050.00	\$1,050.00
OTAL DIRECT COST	Approve I By Claims Auditor MAY 31 2023 Signed:	
TOTAL AMOUNT DUE THIS PERIOD UPON	RECEIPT	\$ 1,050.00



NEW YORK UNIVERSITY
SPONSORED PROGRAMS ADMINISTRATION
105 E. 17th Street 3rd Floor
NEW YORK, NEW YORK 10003
EMAIL: SPA.Team.2@nyu.edu

CONTACT: Idelsa Peña

Port Washington Union Free School District 100 Campus Drive Port Washington NY 11050 Invoice #:

N0334-2-Final

PO # (if applicable)
Date:

6/30/2023

NYU Project ID #:

25-56150-N0334

Kathleen A. O'Hara kohara@portnet.org

PLEASE SUBMIT REMITTANCE MADE PAYABLE TO:

NEW YORK UNIVERSITY, SPONSORED PROGRAMS ADMINISTRATION P.O. BOX 5166, NEW YORK, NEW YORK, 10087

Paymen's can also be made by wire, ACH or EFT.

Paymen's can also be made by wire, ACH of EF1.

*****PIEASE INCLUDE 25-56150-N0334 (PROJECT MBER) AND THE INVOICE # N0334-1-Final ON THE CHECK OR CHECK STUB****

CURRENT CUMULATIVE COST ITEMS (Description of Work) Part 1: Culturally Responsive Sustaining (CR-S) Education trainning with a new cohort of Lead Learners Winter 2021-2022 \$4,000.00 \$4,000.00 Online Full-Day CR-SE Training Session 1: 10/27/22 \$4,000.00 \$4,000.00 Online Full-Day CR-SE Training Session 4: 12/14/22 \$4,150.00 \$4,150.00 In Person Full-Day CR-SE Training Session 2: 12/1/22 \$4,150.00 \$4,150.00 In Person Full-Day CR-SE Training Session 3: 1/10/23 Approved By Clainas Auditor \$4,150.00 \$4,150.00 In Person Full-Day CR-SE Training Session 5: 3/16/23 \$4,150.00 \$4,150.00 In Person Full-Day CR-SE Training Session 6: 4/25/23 NOV 02 1023 Part 2: Plan Implementation Technical Assistance Support \$4,150.00 Online Full Day Technical Assistance Support Session 1: 10/13/22 °\$4,150,00 \$4,150.00 \$4,150.00 Online Full Day Technical Assistance Support Session 2: 11/29/22 \$4,150.00 \$4,150.00 Online Full Day Technical Assistance Support Session 3: 3/28/23

TOTAL AMOUNT DUE THIS PERIOD UPON RECEIPT

\$37,050.00

Payment received

"I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Idelsa Peña

07/06/2023

Idelsa Peña, Research Finance Support (RFS) Manager



NEW YORK UNIVERSITY

SPONSORED PROGRAMS ADMINISTRATION

105 E. 17th Street 3rd Floor NEW YORK, NEW YORK 10003

EMAIL: SPA.Team.2@nyu.edu

CONTACT: Idelsa Peña

Port Washington Union Free School District 100 Campus Drive Port Washington NY 11050 Invoice #: PO# (if applicable) N0334-2-Final

Date:

6/30/2023

NYU Project ID #:

25-56150-N0334

Kathleen A. O'Hara kohara@portnet.org

PLEASE SUBMIT REMITTANCE MADE PAYABLE TO:

NEW YORK UNIVERSITY, SPONSORED PROGRAMS ADMINISTRATION

P.O. BOX 5166, NEW YORK, NEW YORK, 10087

Payments can also be made by wire, ACH or EFT.

*****PLEASE INCLUDE 25-56150-N0334 (PROJECT NUMBER) AND THE INVOICE # N0334-1-Final ON THE CHECK OR CHECK STUB****

COSTITEMS	CURRENT	CUMULATIVE
(Description of Work)		
Part 1: Culturally Responsive Sustaining (CR-S) Education training with a new cohort of		
Lead Learners Winter 2021-2022		
Online Full-Day CR-SE Training Session1: 10/27/22	\$4,000.00	\$4,000.00
Online Full-Day CR-SE Training Session 4: 12/14/22	\$4,000.00	\$4,000.00
In Person Full-Day CR-SE Training Session 2: 12/1/22	\$4,150.00	\$4,150.00
In Person Full-Day CR-SE Training Session 3: 1/10/23	\$4,150.00	\$4,150.00
In Person Full-Day CR-SE Training Session 5: 3/16/23	\$4,150.00	\$4,150.00
In Person Full-Day CR-SE Training Session 6: 4/25/23	\$4,150.00	\$4,150.00
Part 2: Plan Implementation Technical Assistance Support		
Online Full Day Technical Assistance Support Session 1: 10/13/22	\$4,150.00	\$4,150.00
Online Full Day Technical Assistance Support Session 2: 11/29/22	\$4,150.00	\$4,150.00
Online Full Day Technical Assistance Support Session 3: 3/28/23	\$4,150.00	\$4,150.00
TOTAL AMOUNT DUE THIS PERIOD UPON RECEIPT	37,050.00	

Payment received

"I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Idelsa Peña

07/06/2023

Idelsa Peña, Research Finance Support (RFS) Manager

Date



NEW YORK UNIVERSITY

SPONSORED PROGRAMS ADMINISTRATION

105 E. 17th Street, Floor 3 NEW YORK, NY 10003

EMAIL: SPA.Team.2@nyu.edu **CONTACT: Shelley Huggins**

[Port Washington Union Free School District]

[Port Washington, NY, 11050]

[Jessica Mack] [jmack@portnet.org]

[100 Campus Drive]

PO# (If applicable)

NYU ACCOUNT#:

INVOICE #:

DATE:

25-56150-N0238

REVISED

9/30/2021

21-N0238-FINAL

PLEASE SUBMIT A COPY OF THIS INVOICE ALONG WITH YOUR REMITTANCE MADE PAYABLE TO: NEW YORK UNIVERSITY, SPONSORED PROGRAMS ADMINISTRATION P.O. BOX 5166, NEW YORK, NY 10087

*****PLEASE INCLUDE 25-56150-N0238 (PROJECT NUMBER) AND THE INVOICE # 21-N0238-FINAL ON THE CHECK OR CHECK STUB*****

COST ITEMS	CURRENT	CUMULATIVE
COST ITEMS (Description of Work) Trainings: Half Day Online Root Cause 6: 7/23/21 Action Planning (Replacement of School Visit): 8/23/21 Action Planning (Replacement of School Visits: 9/27/21 Root Cause Report	\$4,500.00 \$2,250.00 \$2,250.00 \$3,000	\$33,500.00 \$35,750.00 \$38,000.00 \$41,000.00
TOTAL DIRECT COST	\$12,000	\$41,000

TOTAL AMOUNT DUE THIS PERIOD UPON RECEIPT

\$12,000

"I CERTIFY THAT ALL EXPENDITURES REPORTED (OR PAYMENTS REQUESTED) ARE FOR APPROPRIATE PURPOSES AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND AWARD DOCUMENTS."

Shelley Huggins Shelley Huggins / Financial Analyst

11/15/2021

DATE

AGREEMENT

NEW YORK UNIVERSITY

ON BEHALF OF THE METROPOLITAN CENTER FOR RESEARCH ON EQUITY AND THE TRANSFORMATION OF SCHOOLS

AND COLLABORATOR

This Agreement is entered into by and between New York University, with its address located at 665 Broadway, Suite 801, New York, NY 10012 on behalf of the Metropolitan Center for Urban Education (NYU) and:

Port Washington Union Free School District

With its principal address located at:

100 Campus Drive Port Washington, NY 11050 (Collaborator).

RECITALS

WHEREAS, the effort contemplated by this Agreement is of mutual interest and benefit to NYU and Collaborator, will further instructional and/or research objectives of NYU in a manner consistent with New York University's status as a non-profit, tax-exempt, educational institution, and may derive benefits for both NYU and Collaborator;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound by the terms, conditions, and covenants of this Agreement, hereby agree as follows:

- 1. **SCOPE OF WORK.** NYU agrees to use reasonable and diligent efforts and professional expertise to perform the work set forth in *Appendix A* to this Agreement, "*Scope of Work*".
- 2. **PRINCIPAL INVESTIGATOR.** The Principal Investigator(s) for this Agreement is/are identified in *Appendix A*. This/These individual(s) shall supervise and be responsible for the work of all persons who assist in the performance of this Agreement. The terms of this Agreement are intended to ensure that the Principal Investigator(s) enjoy(s) the maximum applicable scientific and/or programmatic freedom and administrative flexibility consistent with the overall objectives of the Scope of Work.
- 3. **PERIOD OF PERFORMANCE.** The performance of this Agreement will take place during the period (3/15/2021 6/15/2021). The period of performance may be extended only by written agreement of the parties.

- 4. **COMPENSATION.** As consideration for performance, Collaborator shall compensate NYU as set forth in *Appendix B* to this Agreement, "*Budget*".
- 5. PAYMENT AND INVOICES. Payment(s) shall be made to NYU in U.S. dollars, net of taxes or impost of any kind, in accordance with the payment schedule attached hereto as Appendix B. Payment shall be made to NYU's Financial Contact at the address provided in Appendix C.
- 6. **PUBLICATION.** Subject to applicable laws and the Education Law 2- addendum annexed hereto with accompanying Parent Bill of Rights for Data Privacy, NYU shall, in keeping with the usual and customary scientific and/or programmatic freedoms accorded to academic and research organizations, retain the right to publish and otherwise publicly disclose the information gained in the course of the performance of this Agreement.
- 7. INTELLECTUAL PROPERTY. Copyright and intellectual property rights in materials created or fixed in any tangible medium of expression during the performance of this Agreement shall rest in NYU. Licensing to Collaborator for any materials created or fixed in any tangible medium of expression during the performance of this Agreement shall be addressed in the future as necessary and via a separate agreement.
- 8. USE OF NAME. Subject to applicable laws, neither party may use the name, trademark, or tradename of the other, or the name of any staff member, employee or student of either party, in any publicity, advertising, or news release without the prior written consent of the other party, excepting documents available to the public that identify the existence of this document.
- 9. **NOTICES.** All notices, consents, payments, demands, requests, and other communications required, desired, or permitted hereunder shall be in writing and shall be deemed "given" when delivered by messenger or when deposited in the United States Mail, certified or registered, return receipt requested, with first class postage affixed, addressed as set forth in *Appendix C* to this Agreement, "Contact Information".
- 10. **TERMINATION.** This Agreement shall remain in full force and effect until the earlier of the date that all work under this Agreement has been completed or <u>June 15th</u>, 2021. This Agreement may be terminated by either party at any time in the exercise of its sole discretion upon thirty (30) calendar days' prior written notice in accordance with the procedure identified above in
- Section 9 NOTICES. In the event this Agreement is terminated prior to completion of all work hereunder, Collaborator shall compensate NYU pro rata for work performed prior to the date of notice of termination. Should Collaborator terminate this Agreement for cause, Collaborator shall notify NYU in writing in accordance with the procedures above in Section 9 NOTICES and shall grant to NYU a period, not to exceed thirty (30) calendar days from the date of such notice, to cure any default.
- 11. ASSIGNMENT. This Agreement cannot be transferred or assigned by either party without prior written consent of the other and any such assignment or transfer will be null, void and of no

effect.

- 12. **INDEPENDENT CONTRACTOR.** For the purposes of this Agreement and all services to be provided hereunder, both parties shall be, and shall be deemed to be, an independent contractor and not an employee, partner, agent or representative of the other. Neither party shall have the authority to make any statements, representations nor commitments of any kind, nor to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.
- 13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.
- 14. WAIVER. The failure of a party to enforce any breach or provision of this Agreement shall not constitute a continuing waiver of such breach or provision and such party may at any time thereafter act upon or enforce such breach or provision of this Agreement. Any waiver of breach executed by either party shall affect only the specific breach and shall not operate as a waiver of any subsequent or preceding breach.
- 15. **SEVERABILITY**. If any clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be severed and the remaining provisions of the agreement shall continue in full force and effect. The parties shall use their best efforts to agree upon a valid and enforceable provision as substitute for the severed provision, taking into account the intent of this Agreement. Failure to agree upon such a substitute does not in any way effect the remaining terms of this Agreement.
- 16. FORCE MAJEURE. Failure of either party to perform its obligations under this Agreement, except the obligation to make payments, shall not subject such party to any liability or place such party in breach of any term or condition of this Agreement to the other party if such failure is the result of any event beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strike or other labor trouble, failure in whole or part of suppliers to deliver on schedule materials, equipment or machinery, interruption of or delay in transportation, failure of utilities, energy, or conservation measures, mechanical breakdowns, a national health emergency or compliance with any order or regulation of any government entity acting with color of right.
- 17. ENTIRE AGREEMENT. This Agreement and any Attachments hereto contain the entire agreement between Collaborator and NYU and supersedes any and all other agreements and understandings, either oral or written, between the parties and their predecessors in interest relating to the subject matter of this Agreement.
- 18. HEADINGS. All section headings and captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any

way the meaning or interpretation of this Agreement.

19. ATTACHMENTS. The Attachments hereto are made a part hereof as if fully included in the text.

IN WITNESS WHEREOF, intending to be legally bound, authorized representatives of the parties have signed this Agreement below.

NEW YORK UNIVERSITY

By

Name: Alex Samsky

Title: Assistant Contract Officer

Date: March 15, 2021

COLLABORATOR

Name: Nora H. Johnson

Title: President, Board of Education

Nova 24. Johnson

Date: March 12, 2021



Metropolitan Center for Research on Equity and the Transformation of Schools 726 Broadway, 5th Floor New York, NY 10003

212-998-5100 steinhardt.nyu.edu/metrocenter

Appendix A: Scope of Work

Port Washington Union Free School District in partnership with the New York University's Metropolitan Center for Research on Equity and the Transformation of School-*Innovations in Equity and Systemic Change (IESC)* will engage in a comprehensive collaborative **training and technical assistance** support project working with the district from March 15, 2021 to June 15 2021.

This partnership project will be comprised of the following strand of work:

- 1. Conduct a Root Cause Analysis to identify the root cause of inequities in Port Washington Union Free School District
- 2. Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family focus groups and school visits.
- 3. Development of a root cause report and co-creation of a systemic multi-year coherent action plan to address inequitable outcomes.

The goal is to provide guidance and support to the district root cause team to conduct a comprehensive root cause analysis to identify their inequities. The proposed root cause work will focus on: (1) co-identifying the root causes and compounding factors of disproportionality and larger inequities, (2) examining and identifying beliefs, policies, practices, and procedures that contribute to disparate outcomes, (3) exploring how race, culture, and privilege perpetuate inequities and disproportionality, and (4) co-developing a research-based systemic coherent multi-year strategic plan designed to address the identified root causes of inequities.

Scope of Work:

Part 1: Conduct Root Cause Analysis to identify the root cause of disproportionality in Port Washington Union Free School District

NYU Metro Center-IESC proposes to conduct eight online half days and two full days inperson/online (dependent on reopening) root cause analysis training sessions with a diverse
lead leaner team at Port Washington to identify the causes of disproportionality in their district
by examining a myriad of qualitative and quantitative data, beliefs, policies, procedures, and
practices. Lead learners are individuals who: 1) are able to move/lead others in their respective
schools; 2) are open; 3) recognize the urgency of the work; 4) connect and are responsive to
historically marginalized students and families; 5) view learning as an ongoing process; 6)
naturally collaborative to create a culture of growth and collaboration; and 7) they model
centering students and student learning. The findings from these processes will be used to codevelop a multi-year coherent strategic plan that will address Port Washington's inequities. The
first session aims to develop an increased understanding of what disproportionality is, how it
relates to the district's data and how NYU Metro Center-IESC will work to build the root cause
teams capacities to address inequities in practice. The second session builds capacity among
participants to analyze disaggregated data through a culturally responsive lens (district and
school-level databooks), while in session 3 a review and analysis of policies, procedures, and

practices will be conducted. Session 4 will examine the district/school level academic, social emotional, and behavior intervention and supports, the Perspectives on Culture survey results, and school visit data, and begin to identify the root causes. Finally, session 5 and 6 will center unpacking findings from the student and family focus groups, on solidifying root causes and co-creating a systemic multiple year coherent strategic plan based on root causes and existing district initiatives.

Part 2: Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family focus groups, and school visits.

As part of the root cause analysis, data collection will be completed. The data collection will be completed in four phases starting in April 2021.

March 2021

1) District Level Disciplinary Referrals and Suspension and Academic Data Request. NYU Metro Center-IESC will request and collect disciplinary referrals and suspensions, and academic data disaggregated by race, ethnicity, gender, IEP/Non-IEP, ENL/non-ENL status, data management, and cleaning, conduct data analysis, and organize and place data into district and school level reports (e.g., data workbooks).

April 2021

2) Perspectives on Culture Survey Completion, Analysis, and Report. NYU Metro Center-IESC will request that central administration send out the survey link for all staff to complete the Perspectives on Culture survey. The survey assesses self-efficacy, school climate, and perceptions of culture and race. The survey would take no longer than 35 minutes to complete and would be conducted online via Qualtrics. The survey responses will be analyzed, and organized into a report.

May 2021 (pending on school district reopening)

3) School Visits. A culturally responsive school visit protocol will be used to assess culturally responsiveness in schools and classrooms. A sample of Port Washington schools would be visited to capture the culture and climate of school buildings, and their level of cultural responsiveness. The results of the school visits will be shared during a debriefing with the school leader, and cumulatively in root cause 4, and root cause report. Timing of school visits will be determined by the school re-opening process and coordinated with the district.

April/May 2021

4) Online Parent/Caregiver and Student Focus Groups. Parent and student interviews/focus groups will highlight the experiences parents/caregivers and students have in the district

and schools and their perception and experiences of equity/inequity in the district. The findings from the focus groups will provide greater insight into the quantitative data and be shared during root cause session 5.

Part 3: Development of a root cause report and co-creation of a systemic multi-year coherent strategic action plan to address inequitable outcomes. The root cause report cumulatively includes the findings from qualitative and quantitative data analysis, policy, procedure, and practice analysis, and recommendations. The findings from the root cause report will be used to develop a systemic coherent multiple year strategic action plan that aligns district initiatives and student outcomes. NYU Metro Center-IESC will support the district in co-developing a coherent action plan alongside the root cause team.

Timeframe:

This contract is for 4 months of collaborative work between Port Washington and NYU Metro Center-IESC. Once Port Washington Union Free School District approves the contract, work will begin March 15, 2021 and end June 15, 2021.

Cost:

The services for this contract will involve the following: root cause analysis sessions, data collection, data management and cleaning, and data analysis and data reports, survey collection, analysis and report, student and family focus groups, and a root cause report, and support with a systemic multi-year strategic coherent action plan. Sessions include NYU Metro Center-IESC staff time ((e.g., planning sessions, conducting sessions, consultation, etc.) and materials. The total cost of the NYU Metro Center's proposed project will be \$41,200.00 (See appendix A).

Appendix B

BUDGET

Comprehensive budget.......\$41,200

NYU Metro Center-Innovations in Equity and Systemic Change Port Washington Union Free School NYU Metro Center-Innovations in Equity and Systemic Change

Port Washington Union Free School District

Tott washington Chron Tiec School District		
Items Charged	Cost	
Root Cause Analysis		
8 Half Day Online Root Cause Trainings @	\$17, 200.00	
\$2,150.00		
2 Full Day In Person (and online-dependent on re-	\$9,000.00	
opening) Root Cause Trainings @ \$4,500.00		
Root Cause Data Analysis	\$2,500.00	
Data Request and Collection		
Data Management and Cleaning		
Data Analysis and Data Reporting		
School Visits (1 day, 2 Equity Associates) @	\$4,500.00	
\$4,500/per day (dependent on re-opening)		
Student and Family Focus Groups and	\$3,500.00	
Transcribing		
Staff Survey Data Collection and Analysis	\$1,500.00	
Root Cause Report	\$3,000.00	
Total Cost	\$41, 200.00	

NYU shall submit invoices not more often than monthly for deliverables completed. Upon the receipt of proper invoices, the Collaborator shall pay NYU within thirty (30) days. All invoices shall be submitted using NYU's standard invoice form and shall include current and cumulative costs as well as a breakdown of the costs being invoiced.

Upon receipt of an invoice, payments are remitted to:

New York University Sponsored Programs Accounting P.O. Box 5166 New York, NY 10087

	Appendix C - Contact Information		
	NYU Contacts	Sponsor Contacts	
Administra	ative Contact	Administrative Contact	
Name:	Silvia Taylor	Name: Dr. Michael Hynes, Superintendent	
	Grants Manager		
		Address: 100 Campus Drive	
		Port Washington, NY 11050	
Address:	Steinhardt, Office of Research	(510) 767 5005	
	New York University	Telephone : (516) 767-5005	
	726 Broadway, 5 th Floor	Fax: (516) 767- 5007	
	New York, NY 10003	Email: mhynes@portnet.org	
Telephone			
Fax:	1700		
Email:	sp172@nyu.edu	D ' (D'	
	nvestigator	Project Director Name: Dr. David Meoli, Interim Asst. Superintendent	
Name:	David Kirkland Associate Professor/Center Director	Curriculum, Instruction & Assessment	
	Associate Professor/Center Director	Address: 100 Campus Drive	
Address:	New York University, Steinhardt	Port Washington, NY 11050	
Address.	239 Greene Street, Room 635	Total Washington, 111 11000	
	New York, New York 10003		
Telephone	•	Telephone : (516) 767-5040	
Fax:	212-995-4049	Fax: (516) 767- 5007	
Email:	dk64@nyu.edu	Email: dmeoli@portnet.org	
Financial Co		Financial Contact	
Name:	Meidy Candia-Leyva	Name: Jessica Mack Asst. Business Administrator	
	Assistant Controller	Asst. Business Administrator	
Address:	Sponsored Programs Administration	Address: 100 Campus Drive	
	New York University	Port Washington, NY 11050	
	105 East 17 th Street, 3 rd Floor		
	New York, NY 10003		
Talanhana	212-998-2832	Telephone: (516) 767-5022	
Telephone: Fax:	212-996-2832	Fax: (516) 767-5027	
Email:	cdv.spa@nyu.edu	Email: jmack@portnet.org	
Ellian.	our spawity aloua	Linion, v	

Authorized Official

Name:

Alex Samsky

Assistant Contract Officer

Address:

New York University

665 Broadway, Suite 801

New York, NY 10012

Telephone: Fax:

212-998-2121

Email:

212-995-4029

osp.agency@nyu.edu

Authorized Official

Name: Nora H. Johnson

President, Board of Education

Address: 100 Campus Drive

Port Washington, NY 11050

Telephone: (516) 767-5005

Fax: (516) 767-5007
Email: njohnson@portnet.org

AGREEMENT

The Port Washington Union Free School District (the "District") is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d. Pursuant to the Agreement, Contractor may receive access to student data, which is regulated by Section 2-d, from the District. The provisions of this Agreement are intended to comply with Section 2-d in all respects.

As used in this Agreement, the term "student data" means personally identifiable information from student records that Contractor receives from the District.

Student Data.

- Contractor understands that in performing this Agreement it will have access to a. confidential information in possession of the District or others, including, but not limited to names, facts or information about students, other individuals, businesses and families. Contractor will also have access to, and may generate, confidential educational record information (notwithstanding whether any of such information may be disclosable as "directory information"). They may also have access to confidential personnel information and information concerning other sensitive, It is agreed that the definition of confidential or internal District matters. confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Contractor agrees not to disclose confidential information to third parties without the express written consent of the District and understands that any such disclosure shall be considered a breach of this Agreement. Contractor agrees that if it receives a subpoena for confidential information, he/she/it shall notify the District prior to disclosing the same.
- Any student, teacher or principal data shared with the Contractor will be used exclusively for the count of referrals, count of students involved in referrals and suspensions, count of students in AP/Honors among others are calculated by race, ethnicity, IEP/Non-IEP status and grade (without identifying specific student identifying information). 2018-19 and 2019-2020 behavior and academic data disaggregated by race/ethnicity, gender, IEP/Non-IEP status, and student and family focus groups (3 max focus groups with 10 with students, 3 max focus groups of 10 with family/parents/caregivers). The original timeline for behavior and academic data is March 2021; Student and Family Focus groups: April/May 2021.
 - c. Data storage and access comply with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection while the data is in motion and at rest. Student data will be protected through the following methods: New York University uses NYU Box which is a place to store the data through the Steinhardt server. All data is stored on a secure New York University server at the Metropolitan Center for Research on Equity and the

Transformation of Schools. This server is maintained by the New York University's IT department and follows the NYU Protocols. Restricted data is encrypted using strong cryptographic algorithms and has been approved for personal identifiable information.

- d. Subcontractors or authorized parties that the Contractor shares PII will abide by data protection and security requirements of School policy, and state and federal law and regulations by using NYU Box, referenced in section c.
- e. Absent renewal, this agreement expires on *June 15, 2021*. If the School does not renew the contract past *June 15, 2021* of the contractual year, all student, teacher or principal data shall be returned to the School *(OR)* disposed of once the District has approved the set deliverables and/or at the end of this agreement.
- f. Parent or eligible student can challenge the accuracy of the data by submitting a request in writing to <u>Christine Wise</u>, Data Protection Officer, District e-mail and address.
- Contractors hereby agree to and will abide by the obligations listed in Appendix I and the Parents' Bill of Rights, attached hereto as Appendix II.

This section shall survive termination of this Agreement.

CONTRACTOR	THE PORT WASHINGTON
	UNION FREE SCHOOL DISTRICT
	Nova 21. Johnson

Alex Samsky Date: March 15, 2021 Assistant Contract Officer, OSP Date: March 12, 2021

APPENDIX I

Third Party Contractor Obligations Under NY Ed Law 2d and NYCRR 121

The following terms and conditions are incorporated by and between the Port Washington Union Free School District (the "District") and the Contractor.

Contractor agrees not to use Personally Identifiable Information (PII) for any purpose other than the one specifically authorized by the contract.

Contractor agrees not to sell, use or disclose PII for any marketing or commercial purposes, nor allow any other party to do so.

Contractor will limit access to PII to those employees who have a legitimate educational interest in the data.

Contractor will not share the data (regardless of the form in which the data exists, including but not limited to paper or electronic data) with any subcontractors, research institutions, individuals or entities that are not directly an employee of the third-party contractor without prior written consent. Except when the data is required by a court or statute, the third-party contractor will provide a notice of disclosure to the District, unless such notice of disclosure is expressly prohibited by court or statute. Notice must be provided no later than the time the data is disclosed.

Contractor will ensure that the subcontractors, research institutions, individuals or entities receiving the data, will abide by the data protection and security requirements, including but not limited to those outlined in the state and federal laws and regulations. Contractor will further ensure that all subcontractors specify the processes they will use to protect data privacy.

Contractor agrees to adopt (or has in place) technologies, safeguards and practices that align with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and are also consistent with the District's data security and privacy policy.

Contractor agrees to maintain technical and physical safeguards to protect the security, confidentiality and integrity of PII in its possession, including using encryption technology to protect unauthorized disclosure of data while in motion or in its custody.

Contractor agrees to provide training on federal and state law governing confidentiality to anyone who has access to the data.

Contractor agrees to notify the educational agency of any breach of security or unauthorized release of data in the most expedient way and without unreasonable delay (no more than seven calendar days after the discovery of the breach).

Contractor agrees to cooperate with the District and law enforcement in the event of a breach or unauthorized disclosure.

Contractor acknowledges that in the event of a breach or unauthorized disclosure by the Contractor or its subcontractors/ assignees, the Contractor may be subject to certain penalties, including but not limited to monetary fine, training on federal and state law regarding confidentiality of data, and preclusion from accessing PII from the affected school for up to five years.

Contractor acknowledges that it has received the Parents Bill of Rights and agrees to abide by its terms.

APPENDIX II

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

PARENTS' BILL OF RIGHTS FOR STUDENT DATA PRIVACY AND SECURITY

The Port Washington Union Free School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. The Port Washington Union Free School District establishes the following parental bill of rights:

Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.

A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by the School or any third party contractor. The School will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the School in accordance with School policy.

Parents have the right to inspect and review the complete contents of their child's education record, including portions of the record that are stored electronically, even when the record is maintained by a third-party contractor.

State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

A complete list of all student data elements collected by the State Education Department is available for public review at http://www.nysed.gov/data-privacy-security/student-data-inventory or by writing to: Chief Privacy Officer, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234.

Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to (*insert school contact information including title, phone number, email and mailing address here*). Complaints can also be directed to the New York State Education Department by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or by email to privacy@mail.nysed.gov, or by telephone at 518-474-0937. Complaints may also be submitted online by using the form available at the following website at http://www.nysed.gov/data-privacy-security/report-improper-disclosure.

Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

Parents can expect that all School employees who handle PII will receive annual training on applicable federal and state laws, regulations, the School's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

In the event that the School engages a third-party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting (*insert school contact information including title*, *phone number*, *email and mailing address here*) or can access the information on the School's website (*insert district website address*).

* *



NEW YORK UNIVERSITY

SPONSORED PROGRAMS ADMINISTRATION

105 E. 17th Street, Floor 3 NEW YORK, NY 10003

EMAIL: **SPA.Team.2@nyu.edu**CONTACT: Shelley Huggins

 [Port Washington Union Free School District]
 INVOICE #:
 21-N0238-01

 [100 Campus Drive]
 PO# (If applicable)
 DATE:
 7/13/2021

 [Jessica Mack]
 NYU ACCOUNT#:
 25-56150-N0238

PLEASE SUBMIT A COPY OF THIS INVOICE ALONG WITH YOUR REMITTANCE MADE PAYABLE TO: NEW YORK UNIVERSITY, SPONSORED PROGRAMS ADMINISTRATION P.O. BOX 5166, NEW YORK, NY 10087

*****PLEASE INCLUDE 25-56150-N0238 (PROJECT NUMBER) AND THE INVOICE # 21-N0238-01 ON THE CHECK OR CHECK STUB*****

STUB*****		
COST ITEMS	CURRENT	CUMULATIVE
(Description of Work)		
Trainings:		00.150.00
Half Day Online Root Cause 1 Part 1: 3/16/21	\$2,150.00	\$2,150.00
Half Day Online Root Cause 1 Part 2: 4/7/21	\$2,150.00	\$4,300.00 \$6,450.00
Half Day Online Root Cause 2 Part 1: 4/27/21	\$2,150.00 \$2,150.00	\$8,600.00
Half Day Online Root Cause 2 Part 2: 5/11/21	\$4,300.00	\$12,900.00
Full Day Online Root Cause 3: 5/18/21 Full Day Online Root Cause 4: 5/27/21	\$4,300.00	\$17,200.00
Full Day Online Root Cause 4. 3/21/21 Full Day Online Root Cause 5: 6/10/21	\$4,300.00	\$21,500.00
Root Cause Data Analysis:		
Data Request and Collection Data Management and Cleaning Data Analysis and Data Reporting	\$2,500.00	\$24,000.00
Student and Family Focus Groups and Transcribing	\$3,500.00	\$27,500.00
Staff Survey Data Collection and Analysis	\$1,500.00	\$29,000.00
Total	\$29,000	\$29,000

Staff Survey Data Collection and Analysis

"I CERTIFY THAT ALL EXPENDITURES REPORTED (OR PAYMENTS REQUESTED) ARE FOR APPROPRIATE PURPOSES AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND AWARD DOCUMENTS."

Shelley Huggins / Financial Analyst

07/14/2021 DATE

AGREEMENT

NEW YORK UNIVERSITY

ON BEHALF OF

THE METROPOLITAN CENTER FOR RESEARCH ON EQUITY AND THE TRANSFORMATION OF SCHOOLS

AND COLLABORATOR

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- 4. **COMPENSATION.** As consideration for performance, Collaborator shall compensate NYU as set forth in *Appendix B* to this Agreement, "*Budget*".
- 5. PAYMENT AND INVOICES. Payment(s) shall be made to NYU in U.S. dollars, net of taxes or impost of any kind, in accordance with the payment schedule attached hereto as **Appendix B**. Payment shall be made to NYU's Financial Contact at the address provided in **Appendix C**.
- 6. **PUBLICATION.** Subject to applicable laws and the Education Law 2- addendum annexed hereto with accompanying Parent Bill of Rights for Data Privacy, NYU shall, in keeping with the usual and customary scientific and/or programmatic freedoms accorded to academic and research organizations, retain the right to publish and otherwise publicly disclose the information gained in the course of the performance of this Agreement.
- 7. INTELLECTUAL PROPERTY. Copyright and intellectual property rights in materials created or fixed in any tangible medium of expression during the performance of this Agreement shall rest in NYU. Licensing to Collaborator for any materials created or fixed in any tangible medium of expression during the performance of this Agreement shall be addressed in the future as necessary and via a separate agreement.
- 8. USE OF NAME. Subject to applicable laws, neither party may use the name, trademark, or tradename of the other, or the name of any staff member, employee or student of either party, in any publicity, advertising, or news release without the prior written consent of the other party, excepting documents available to the public that identify the existence of this document.
- 9. **NOTICES.** All notices, consents, payments, demands, requests, and other communications required, desired, or permitted hereunder shall be in writing and shall be deemed "given" when delivered by messenger or when deposited in the United States Mail, certified or registered, return receipt requested, with first class postage affixed, addressed as set forth in *Appendix C* to this Agreement, "Contact Information".
- 10. **TERMINATION.** This Agreement shall remain in full force and effect until the earlier of the date that all work under this Agreement has been completed or <u>June 15th</u>, <u>2021</u>. This Agreement may be terminated by either party at any time in the exercise of its sole discretion upon thirty (30) calendar days' prior written notice in accordance with the procedure identified above in
- Section 9 NOTICES. In the event this Agreement is terminated prior to completion of all work hereunder, Collaborator shall compensate NYU pro rata for work performed prior to the date of notice of termination. Should Collaborator terminate this Agreement for cause, Collaborator shall notify NYU in writing in accordance with the procedures above in Section 9 NOTICES and shall grant to NYU a period, not to exceed thirty (30) calendar days from the date of such notice, to cure any default.
- 11. ASSIGNMENT. This Agreement cannot be transferred or assigned by either party without prior written consent of the other and any such assignment or transfer will be null, void and of no

effect.

- 12. **INDEPENDENT CONTRACTOR.** For the purposes of this Agreement and all services to be provided hereunder, both parties shall be, and shall be deemed to be, an independent contractor and not an employee, partner, agent or representative of the other. Neither party shall have the authority to make any statements, representations nor commitments of any kind, nor to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.
- 13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.
- 14. WAIVER. The failure of a party to enforce any breach or provision of this Agreement shall not constitute a continuing waiver of such breach or provision and such party may at any time thereafter act upon or enforce such breach or provision of this Agreement. Any waiver of breach executed by either party shall affect only the specific breach and shall not operate as a waiver of any subsequent or preceding breach.
- 15. **SEVERABILITY.** If any clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be severed and the remaining provisions of the agreement shall continue in full force and effect. The parties shall use their best efforts to agree upon a valid and enforceable provision as substitute for the severed provision, taking into account the intent of this Agreement. Failure to agree upon such a substitute does not in any way effect the remaining terms of this Agreement.
- 16. FORCE MAJEURE. Failure of either party to perform its obligations under this Agreement, except the obligation to make payments, shall not subject such party to any liability or place such party in breach of any term or condition of this Agreement to the other party if such failure is the result of any event beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strike or other labor trouble, failure in whole or part of suppliers to deliver on schedule materials, equipment or machinery, interruption of or delay in transportation, failure of utilities, energy, or conservation measures, mechanical breakdowns, a national health emergency or compliance with any order or regulation of any government entity acting with color of right.
- 17. ENTIRE AGREEMENT. This Agreement and any Attachments hereto contain the entire agreement between Collaborator and NYU and supersedes any and all other agreements and understandings, either oral or written, between the parties and their predecessors in interest relating to the subject matter of this Agreement.
- 18. HEADINGS. All section headings and captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any

way the meaning or interpretation of this Agreement.

19. ATTACHMENTS. The Attachments hereto are made a part hereof as if fully included in the text.

IN WITNESS WHEREOF, intending to be legally bound, authorized representatives of the parties have signed this Agreement below.

NEW YORK UNIVERSITY

By ...

Name: Alex Samsky

Title: Assistant Contract Officer

Date: March 15, 2021

COLLABORATOR

Name: Nora H. Johnson

Title: President, Board of Education

Nova 24. Johnson

Date: March 12, 2021



Metropolitan Center for Research on Equity and the Transformation of Schools

726 Broadway, 5th Floor New York, NY 10003 212-998-5100 steinhardt.nyu.edu/metrocenter

Appendix A: Scope of Work

Port Washington Union Free School District in partnership with the New York University's Metropolitan Center for Research on Equity and the Transformation of School-*Innovations in Equity and Systemic Change (IESC)* will engage in a comprehensive collaborative **training and technical assistance** support project working with the district from March 15, 2021 to June 15 2021.

This partnership project will be comprised of the following strand of work:

- 1. Conduct a Root Cause Analysis to identify the root cause of inequities in Port Washington Union Free School District
- 2. Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family focus groups and school visits.
- 3. Development of a root cause report and co-creation of a systemic multi-year coherent action plan to address inequitable outcomes.

The goal is to provide guidance and support to the district root cause team to conduct a comprehensive root cause analysis to identify their inequities. The proposed root cause work will focus on: (1) co-identifying the root causes and compounding factors of disproportionality and larger inequities, (2) examining and identifying beliefs, policies, practices, and procedures that contribute to disparate outcomes, (3) exploring how race, culture, and privilege perpetuate inequities and disproportionality, and (4) co-developing a research-based systemic coherent multi-year strategic plan designed to address the identified root causes of inequities.

Scope of Work:

Part 1: Conduct Root Cause Analysis to identify the root cause of disproportionality in Port Washington Union Free School District

NYU Metro Center-IESC proposes to conduct **eight online half days** and **two full days in-person/online** (**dependent on reopening**) root cause analysis training sessions with a diverse lead leaner team at Port Washington to identify the causes of disproportionality in their district by examining a myriad of qualitative and quantitative data, beliefs, policies, procedures, and practices. Lead learners are individuals who: 1) are able to move/lead others in their respective schools; 2) are open; 3) recognize the urgency of the work; 4) connect and are responsive to historically marginalized students and families; 5) view learning as an ongoing process; 6) naturally collaborative to create a culture of growth and collaboration; and 7) they model centering students and student learning. The findings from these processes will be used to codevelop a multi-year coherent strategic plan that will address Port Washington's inequities. The first session aims to develop an increased understanding of what disproportionality is, how it relates to the district's data and how NYU Metro Center-IESC will work to build the root cause teams capacities to address inequities in practice. The second session builds capacity among participants to analyze disaggregated data through a culturally responsive lens (district and school-level databooks), while in session 3 a review and analysis of policies, procedures, and

practices will be conducted. Session 4 will examine the district/school level academic, social emotional, and behavior intervention and supports, the Perspectives on Culture survey results, and school visit data, and begin to identify the root causes. Finally, session 5 and 6 will center unpacking findings from the student and family focus groups, on solidifying root causes and co-creating a systemic multiple year coherent strategic plan based on root causes and existing district initiatives.

Part 2: Data collection and analysis connected to the root cause analysis, including quantitative data collection and analysis, survey data, student and family focus groups, and school visits.

As part of the root cause analysis, data collection will be completed. The data collection will be completed in four phases starting in April 2021.

March 2021

1) District Level Disciplinary Referrals and Suspension and Academic Data Request. NYU Metro Center-IESC will request and collect disciplinary referrals and suspensions, and academic data disaggregated by race, ethnicity, gender, IEP/Non-IEP, ENL/non-ENL status, data management, and cleaning, conduct data analysis, and organize and place data into district and school level reports (e.g., data workbooks).

April 2021

2) Perspectives on Culture Survey Completion, Analysis, and Report. NYU Metro Center-IESC will request that central administration send out the survey link for all staff to complete the Perspectives on Culture survey. The survey assesses self-efficacy, school climate, and perceptions of culture and race. The survey would take no longer than 35 minutes to complete and would be conducted online via Qualtrics. The survey responses will be analyzed, and organized into a report.

May 2021 (pending on school district reopening)

3) School Visits. A culturally responsive school visit protocol will be used to assess culturally responsiveness in schools and classrooms. A sample of Port Washington schools would be visited to capture the culture and climate of school buildings, and their level of cultural responsiveness. The results of the school visits will be shared during a debriefing with the school leader, and cumulatively in root cause 4, and root cause report. Timing of school visits will be determined by the school re-opening process and coordinated with the district.

April/May 2021

4) Online Parent/Caregiver and Student Focus Groups. Parent and student interviews/focus groups will highlight the experiences parents/caregivers and students have in the district

and schools and their perception and experiences of equity/inequity in the district. The findings from the focus groups will provide greater insight into the quantitative data and be shared during root cause session 5.

Part 3: Development of a root cause report and co-creation of a systemic multi-year coherent strategic action plan to address inequitable outcomes. The root cause report cumulatively includes the findings from qualitative and quantitative data analysis, policy, procedure, and practice analysis, and recommendations. The findings from the root cause report will be used to develop a systemic coherent multiple year strategic action plan that aligns district initiatives and student outcomes. NYU Metro Center-IESC will support the district in co-developing a coherent action plan alongside the root cause team.

Timeframe:

This contract is for 4 months of collaborative work between Port Washington and NYU Metro Center-IESC. Once Port Washington Union Free School District approves the contract, work will begin March 15, 2021 and end June 15, 2021.

Cost:

The services for this contract will involve the following: root cause analysis sessions, data collection, data management and cleaning, and data analysis and data reports, survey collection, analysis and report, student and family focus groups, and a root cause report, and support with a systemic multi-year strategic coherent action plan. Sessions include NYU Metro Center-IESC staff time ((e.g., planning sessions, conducting sessions, consultation, etc.) and materials. The total cost of the NYU Metro Center's proposed project will be \$41,200.00 (See appendix A).

Appendix B

BUDGET

Comprehensive budget.......\$41,200

NYU Metro Center-Innovations in Equity and Systemic Change Port Washington Union Free School NYU Metro Center-Innovations in Equity and Systemic Change

Port Washington Union Free School District

Items Charged	Cost
	se Analysis
8 Half Day Online Root Cause Trainings @ \$2,150.00	\$17, 200.00
2 Full Day In Person (and online-dependent on reopening) Root Cause Trainings @ \$4,500.00	\$9,000.00
Root Cause Data Analysis	\$2,500.00
Data Request and Collection	
Data Management and Cleaning	
Data Analysis and Data Reporting	
School Visits (1 day, 2 Equity Associates) @	\$4,500.00
\$4,500/per day (dependent on re-opening)	
Student and Family Focus Groups and	\$3,500.00
Transcribing	
Staff Survey Data Collection and Analysis	\$1,500.00
Root Cause Report	\$3,000.00
Total Cost	\$41, 200.00

NYU shall submit invoices not more often than monthly for deliverables completed. Upon the receipt of proper invoices, the Collaborator shall pay NYU within thirty (30) days. All invoices shall be submitted using NYU's standard invoice form and shall include current and cumulative costs as well as a breakdown of the costs being invoiced.

Upon receipt of an invoice, payments are remitted to:

New York University Sponsored Programs Accounting P.O. Box 5166 New York, NY 10087

		Appendix C - Con	tact Information	
	NYU Contacts		Sponsor Contacts	
A	Administrative Contact		Administrative Contact	
N:	ame:	Silvia Taylor	Name: Dr. Michael Hynes, Superintendent	
		Grants Manager		
			Address: 100 Campus Drive	
			Port Washington, NY 11050	
A	ddress:	Steinhardt, Office of Research	(510) 505	
		New York University	Telephone : (516) 767-5005	
		726 Broadway, 5 th Floor	Fax: (516) 767- 5007	
		New York, NY 10003	Email: mhynes@portnet.org	
	elephone:			
	ax:			
	mail:	sp172@nyu.edu		
	_	vestigator	Project Director Name: Dr. David Meoli, Interim Asst. Superintendent	
Na	ame:	David Kirkland	Curriculum, Instruction & Assessment	
		Associate Professor/Center Director		
		NT N7 1 TT ' ' C(' 1 1/	Address: 100 Campus Drive Port Washington, NY 11050	
A	ddress:	New York University, Steinhardt	Fort Washington, N 1 11030	
		239 Greene Street, Room 635		
_{T.}	alawkawa.	New York, New York 10003	Tolonhono: (516) 767-5040	
	elephone: ax:	212-998-7391 212-995-4049	Telephone: (316) 767-3040 Fax: (516) 767- 5007	
	ax: mail:	dk64@nyu.edu	Email: dmeoli@portnet.org	
	man. ancial Co		Financial Contact	
Nan		Meidy Candia-Leyva		
INAII	ne.	Assistant Controller	Name: Jessica Mack Asst. Business Administrator	
		Assistant Controller		
Add	dress:	Sponsored Programs Administration	Address: 100 Campus Drive	
Auc	ai C35.	New York University	Port Washington, NY 11050	
		105 East 17 th Street, 3 rd Floor		
		New York, NY 10003		
		•		
	ephone:	212-998-2832	Telephone: (516) 767-5022	
Fax		212-995-4555	Fax: (516) 767- 5027	
Ema	ail:	cdv.spa@nyu.edu	Email: jmack@portnet.org	

Authorized Official

Alex Samsky Name:

Assistant Contract Officer

Address: New York University

665 Broadway, Suite 801 New York, NY 10012

Telephone: Fax:

212-998-2121

Email:

212-995-4029 osp.agency@nyu.edu Authorized Official

Name: Nora H. Johnson

President, Board of Education

Address: 100 Campus Drive

Port Washington, NY 11050

Telephone: (516) 767-5005

Fax: (516) 767-5007 Email: njohnson@portnet.org

AGREEMENT

The Port Washington Union Free School District (the "District") is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and Contractor is a third-party contractor within the meaning of Section 2-d. Pursuant to the Agreement, Contractor may receive access to student data, which is regulated by Section 2-d, from the District. The provisions of this Agreement are intended to comply with Section 2-d in all respects.

As used in this Agreement, the term "student data" means personally identifiable information from student records that Contractor receives from the District.

Student Data.

- Contractor understands that in performing this Agreement it will have access to confidential information in possession of the District or others, including, but not limited to names, facts or information about students, other individuals, businesses and families. Contractor will also have access to, and may generate, confidential educational record information (notwithstanding whether any of such information may be disclosable as "directory information"). They may also have access to confidential personnel information and information concerning other sensitive, confidential or internal District matters. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Contractor agrees not to disclose confidential information to third parties without the express written consent of the District and understands that any such disclosure shall be considered a breach of this Agreement. Contractor agrees that if it receives a subpoena for confidential information, he/she/it shall notify the District prior to disclosing the same.
- b. Any student, teacher or principal data shared with the Contractor will be used exclusively for the count of referrals, count of students involved in referrals and suspensions, count of students in AP/Honors among others are calculated by race, ethnicity, IEP/Non-IEP status and grade (without identifying specific student identifying information). 2018-19 and 2019-2020 behavior and academic data disaggregated by race/ethnicity, gender, IEP/Non-IEP status, and student and family focus groups (3 max focus groups with 10 with students, 3 max focus groups of 10 with family/parents/caregivers). The original timeline for behavior and academic data is March 2021; Student and Family Focus groups; April/May 2021.
 - c. Data storage and access comply with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection while the data is in motion and at rest. Student data will be protected through the following methods: New York University uses NYU Box which is a place to store the data through the Steinhardt server. All data is stored on a secure New York University server at the Metropolitan Center for Research on Equity and the

Transformation of Schools. This server is maintained by the New York University's IT department and follows the NYU Protocols. Restricted data is encrypted using strong cryptographic algorithms and has been approved for personal identifiable information.

- d. Subcontractors or authorized parties that the Contractor shares PII will abide by data protection and security requirements of School policy, and state and federal law and regulations by using NYU Box, referenced in section c.
- e. Absent renewal, this agreement expires on *June 15, 2021*. If the School does not renew the contract past *June 15, 2021* of the contractual year, all student, teacher or principal data shall be returned to the School *(OR)* disposed of once the District has approved the set deliverables and/or at the end of this agreement.
- Parent or eligible student can challenge the accuracy of the data by submitting a request in writing to <u>Christine Wise</u>, Data Protection Officer, District e-mail and address.
- g. Contractors hereby agree to and will abide by the obligations listed in Appendix I and the Parents' Bill of Rights, attached hereto as Appendix II.

This section shall survive termination of this Agreement.

CONTRACTOR

THE PORT WASHINGTON UNION FREE SCHOOL DISTRICT

Mora H. Johnson

Alex Samsky Date: March 15, 2021
Assistant Contract Officer, OSP

Date: March 12, 2021

APPENDIX I

Third Party Contractor Obligations Under NY Ed Law 2d and NYCRR 121

The following terms and conditions are incorporated by and between the Port Washington Union Free School District (the "District") and the Contractor.

Contractor agrees not to use Personally Identifiable Information (PII) for any purpose other than the one specifically authorized by the contract.

Contractor agrees not to sell, use or disclose PII for any marketing or commercial purposes, nor allow any other party to do so.

Contractor will limit access to PII to those employees who have a legitimate educational interest in the data.

Contractor will not share the data (regardless of the form in which the data exists, including but not limited to paper or electronic data) with any subcontractors, research institutions, individuals or entities that are not directly an employee of the third-party contractor without prior written consent. Except when the data is required by a court or statute, the third-party contractor will provide a notice of disclosure to the District, unless such notice of disclosure is expressly prohibited by court or statute. Notice must be provided no later than the time the data is disclosed.

Contractor will ensure that the subcontractors, research institutions, individuals or entities receiving the data, will abide by the data protection and security requirements, including but not limited to those outlined in the state and federal laws and regulations. Contractor will further ensure that all subcontractors specify the processes they will use to protect data privacy.

Contractor agrees to adopt (or has in place) technologies, safeguards and practices that align with the National Institute of Standards and Technology (NIST) Cybersecurity Framework and are also consistent with the District's data security and privacy policy.

Contractor agrees to maintain technical and physical safeguards to protect the security, confidentiality and integrity of PII in its possession, including using encryption technology to protect unauthorized disclosure of data while in motion or in its custody.

Contractor agrees to provide training on federal and state law governing confidentiality to anyone who has access to the data.

Contractor agrees to notify the educational agency of any breach of security or unauthorized release of data in the most expedient way and without unreasonable delay (no more than seven calendar days after the discovery of the breach).

Contractor agrees to cooperate with the District and law enforcement in the event of a breach or unauthorized disclosure.

Contractor acknowledges that in the event of a breach or unauthorized disclosure by the Contractor or its subcontractors/ assignees, the Contractor may be subject to certain penalties, including but not limited to monetary fine, training on federal and state law regarding confidentiality of data, and preclusion from accessing PII from the affected school for up to five years.

Contractor acknowledges that it has received the Parents Bill of Rights and agrees to abide by its terms.

APPENDIX II

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

PARENTS' BILL OF RIGHTS FOR STUDENT DATA PRIVACY AND SECURITY

The Port Washington Union Free School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. The Port Washington Union Free School District establishes the following parental bill of rights:

Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.

A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by the School or any third party contractor. The School will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the School in accordance with School policy.

Parents have the right to inspect and review the complete contents of their child's education record, including portions of the record that are stored electronically, even when the record is maintained by a third-party contractor.

State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

A complete list of all student data elements collected by the State Education Department is available for public review at http://www.nysed.gov/data-privacy-security/student-data-inventory or by writing to: Chief Privacy Officer, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234.

Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to (*insert school contact information including title, phone number, email and mailing address here*). Complaints can also be directed to the New York State Education Department by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or by email to privacy@mail.nysed.gov, or by telephone at 518-474-0937. Complaints may also be submitted online by using the form available at the following website at http://www.nysed.gov/data-privacy-security/report-improper-disclosure.

Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

Parents can expect that all School employees who handle PII will receive annual training on applicable federal and state laws, regulations, the School's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

In the event that the School engages a third-party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting (*insert school contact information including title, phone number, email and mailing address here*) or can access the information on the School's website (*insert district website address*).

* * *



NEW YORK UNIVERSITY

SPONSORED PROGRAMS ADMINISTRATION

105 E. 17th Street, Floor 3

NEW YORK, NY 10003

EMAIL: SPA.Team.2@nyu.edu

Port Washington UFSD
100 Campus Drive
Port Washington, NY 11050
Attn: Kathleen Manuel, Assistant Superintendent for Business
kmanuel@portnet.org

INVOICE #:
PO# (If applicable)
DATE:
NYU ACCOUNT#:
24-N0441-final
7/30/2024
25-56150-N0441

PLEASE SUBMIT A COPY OF THIS INVOICE ALONG WITH YOUR REMITTANCE MADE PAYABLE TO: NEW YORK UNIVERSITY, SPONSORED PROGRAMS ADMINISTRATION P.O. BOX 5166, NEW YORK, NY 10087

*****PLEASE INCLUDE 25-56150-N0441 (PROJECT NUMBER) AND THE INVOICE # ON THE CHECK OR CHECK STUB*****

COST ITEMS	CURRENT	CUMULATIVE
1 Half-Day Online Technical Assistance for PW UFSD Equity Committee Team Session: 9/7/2023 1 Half-Day In-Person Technical Assistance for PW UFSD Equity Committee Team Session: 9/12/2023 Online, up to 2 hours, Technical Assistance for PW UFSD School-based Equity Team Session: 2/5/2024 Online, up to 2 hours, Technical Assistance for PW UFSD School-based Equity Team Session: 2/28/2024 Online, up to 2 hours, Technical Assistance for PW UFSD School-based Equity Team Session: 4/24/2024 Online, up to 2 hours, Technical Assistance for PW UFSD School-based Equity Team Session: 5/29/2024	\$2,600 \$2,700 \$2,400 \$2,400 \$2,400 \$2,400	\$5,300 \$7,700 \$10,100 \$12,500 \$14,900
TOTAL DIRECT COST	\$14,900	

TOTAL AMOUNT DUE THIS PERIOD UPON RECEIPT

"I CERTIFY THAT ALL EXPENDITURES REPORTED (OR PAYMENTS REQUESTED) ARE FOR APPROPRIATE PURPOSES AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND AWARD DOCUMENTS."

Chause Brig	07/30/2024
Research Finance Support Manager	DATE

AGREEMENT

NEW YORK UNIVERSITY

ON BEHALF OF

THE METROPOLITAN CENTER FOR RESEARCH ON EQUITY AND THE TRANSFORMATION OF SCHOOLS

AND COLLABORATOR

This Agreement is entered into by and between New York University, with its address located at 665 Broadway, Suite 801, New York, NY 10012 on behalf of the Metropolitan Center for Urban Education (NYU) and:

Port Washington UFSD

With its principal address located at:

[100 Campus Drive Port Washington, NY 11050] (Collaborator).

RECITALS

WHEREAS, the effort contemplated by this Agreement is of mutual interest and benefit to NYU and Collaborator, will further instructional and/or research objectives of NYU in a manner consistent with New York University's status as a non-profit, tax-exempt, educational institution, and may derive benefits for both NYU and Collaborator;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth, and for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound by the terms, conditions, and covenants of this Agreement, hereby agree as follows:

- 1. **SCOPE OF WORK.** NYU agrees to use reasonable and diligent efforts and professional expertise to perform the work set forth in *Appendix A* to this Agreement, "Scope of Work".
- 2. **PRINCIPAL INVESTIGATOR.** The Principal Investigator(s) for this Agreement is/are identified in *Appendix A*. This/These individual(s) shall supervise and be responsible for the work of all persons who assist in the performance of this Agreement. The terms of this Agreement are intended to ensure that the Principal Investigator(s) enjoy(s) the maximum applicable scientific and/or programmatic freedom and administrative flexibility consistent with the overall objectives of the Scope of Work.
- 3. **PERIOD OF PERFORMANCE.** The performance of this Agreement will take place during the period (September 1, 2023rd June 30th, 2024). The period of performance may be extended only by written agreement of the parties.

- 4. **COMPENSATION.** As consideration for performance, Collaborator shall compensate NYU as set forth in *Appendix B* to this Agreement, "*Budget*".
- 5. PAYMENT AND INVOICES. Payment(s) shall be made to NYU in U.S. dollars, net of taxes or impost of any kind, in accordance with the payment schedule attached hereto as Appendix B. Payment shall be made to NYU's Financial Contact at the address provided in Appendix C.
- 6. **PUBLICATION.** Subject to applicable laws, NYU shall, in keeping with the usual and customary scientific and/or programmatic freedoms accorded to academic and research organizations, retain the right to publish and otherwise publicly disclose the information gained in the course of the performance of this Agreement.
- 7. INTELLECTUAL PROPERTY. Copyright and intellectual property rights in materials created or fixed in any tangible medium of expression during the performance of this Agreement shall rest in NYU. Licensing to Collaborator for any materials created or fixed in any tangible medium of expression during the performance of this Agreement shall be addressed in the future as necessary and via a separate agreement.
- 8. USE OF NAME. Subject to applicable laws, neither party may use the name, trademark, or tradename of the other, or the name of any staff member, employee or student of either party, in any publicity, advertising, or news release without the prior written consent of the other party, excepting documents available to the public that identify the existence of this document.
- 9. **NOTICES.** All notices, consents, payments, demands, requests, and other communications required, desired, or permitted hereunder shall be in writing and shall be deemed "given" when delivered by messenger or when deposited in the United States Mail, certified or registered, return receipt requested, with first class postage affixed, addressed as set forth in *Appendix C* to this Agreement, "Contact Information".
- 10. **TERMINATION**. This Agreement shall remain in full force and effect until the earlier of the date that all work under this Agreement has been completed or [June 30th,2024]. This Agreement may be terminated by either party at any time in the exercise of its sole discretion upon thirty (30) calendar days' prior written notice in accordance with the procedure identified above in
- Section 9 NOTICES. In the event this Agreement is terminated prior to completion of all work hereunder, Collaborator shall compensate NYU pro rata for work performed prior to the date of notice of termination. Should Collaborator terminate this Agreement for cause, Collaborator shall notify NYU in writing in accordance with the procedures above in Section 9 NOTICES and shall grant to NYU a period, not to exceed thirty (30) calendar days from the date of such notice, to cure any default.
- 11. ASSIGNMENT. This Agreement cannot be transferred or assigned by either party without prior written consent of the other and any such assignment or transfer will be null, void and of no

effect.

- 12. **INDEPENDENT CONTRACTOR.** For the purposes of this Agreement and all services to be provided hereunder, both parties shall be, and shall be deemed to be, an independent contractor and not an employee, partner, agent or representative of the other. Neither party shall have the authority to make any statements, representations nor commitments of any kind, nor to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.
- 13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to principles relating to conflicts of law. The courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.
- 14. WAIVER. The failure of a party to enforce any breach or provision of this Agreement shall not constitute a continuing waiver of such breach or provision and such party may at any time thereafter act upon or enforce such breach or provision of this Agreement. Any waiver of breach executed by either party shall affect only the specific breach and shall not operate as a waiver of any subsequent or preceding breach.
- 15. SEVERABILITY. If any clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be severed and the remaining provisions of the agreement shall continue in full force and effect. The parties shall use their best efforts to agree upon a valid and enforceable provision as substitute for the severed provision, taking into account the intent of this Agreement. Failure to agree upon such a substitute does not in any way effect the remaining terms of this Agreement.
- 16. FORCE MAJEURE. Failure of either party to perform its obligations under this Agreement, except the obligation to make payments, shall not subject such party to any liability or place such party in breach of any term or condition of this Agreement to the other party if such failure is the result of any event beyond the reasonable control of such nonperforming party, including, but not limited to, acts of God, fire, explosion, flood, drought, war, riot, sabotage, embargo, strike or other labor trouble, failure in whole or part of suppliers to deliver on schedule materials, equipment or machinery, interruption of or delay in transportation, failure of utilities, energy, or conservation measures, mechanical breakdowns, a national health emergency or compliance with any order or regulation of any government entity acting with color of right.
- 17. ENTIRE AGREEMENT. This Agreement and any Attachments hereto contain the entire agreement between Collaborator and NYU and supersedes any and all other agreements and understandings, either oral or written, between the parties and their predecessors in interest relating to the subject matter of this Agreement.
- 18. HEADINGS. All section headings and captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any

way the meaning or interpretation of this Agreement.

19. ATTACHMENTS. The Attachments hereto are made a part hereof as if fully included in the text.

IN WITNESS WHEREOF, intending to be legally bound, authorized representatives of the parties have signed this Agreement below.

NEW YORK UNIVERSITY

By

Name: Alex Samsky

Title: Assistant Contract Officer, OSP

Date: June 12, 2023

COLLABORATOR

Name: Adam Smith
Title: Board, of Education, President
Date: 6/6/23



Metropolitan Center for Research on Equity and the Transformation of Schools 726 Broadway, 5th Floor New York, NY 10003 212-998-5100

steinhardt.nyu.edu/metrocenter

Appendix A: Scope of Work

Metropolitan Center for Research on Equity and the Transformation of Schools-IESC and Port Washington UFSD

Port Washington Union Free School District in partnership with the New York University's Metropolitan Center for Research on Equity and the Transformation of Schools-Innovations in Equity and Systemic Change (IESC) will engage in a collaborative technical assistance support project from September 1, 2023 to June 30, 2024.

This partnership will be comprised of the following strand of work:

1. Technical Assistance to Develop Port Washington UFSD's Districtwide Equity team

NYU Metro Center-IESC proposes to conduct a total of 4 online half-day and 4 in-person half-day technical assistance support sessions to assist in developing Port Washington UFSD's Districtwide Equity Team. The first 2, half-day technical assistance sessions will be with starting members of the Port Washington Districtwide Equity Team in the fall of 2023. This will include identifying the purpose of the equity team and focus on building a collaborative culture within the equity team that is grounded in Culturally Responsive Sustaining Education (CR-SE) and driven by a collective moral imperative. NYU Metro Center-IESC will lead the Equity Team through frameworks from implementation science and coherence (Fullan & Quinn) to support the collective visioning of future CR-SE and equity work in Port Washington. Further, develop a mission and vision for the equity team. Foundationally, the team should include different stakeholders, such as, district staff (i.e., superintendent, assistant superintendents, directors, board members), teachers, paraprofessionals, parents/caregivers, building leaders, social workers, and counselors. The team would also include members from the CR-SE lead learners, and multiyear plan committee members. Session 3-5 will focus on creating the engagement norms, goals, outcomes, and norms for problem solving in the Districtwide Equity Team. Session 6 will center developing/adapting a protocol to reviewing existing or new policies, practices, and procedures at Port Washington, and identify measurement to determine the effectiveness of the Equity Team. Session 7-8 will focus on the IESC associate observing the implementation of the Equity Team and offering feedback for improvement. and providing ongoing consultancy to support the sustainability of the Equity Team.

By the end of session 8, Port Washington will have 1) an established Districtwide Equity Team that is grounded in equity and CR-SE with a clear mission/vision, and goals and outcomes, 2) have a protocol to review/assess existing and/or new policies, practices, and procedures, 3) tools to assess the effectiveness of the Equity Team, 4) a Districtwide Equity team sustainability plan, and 5) a process to develop and implement school level equity teams.

Timeframe

This contract is for 9 months of collaborative work between Port Washington UFSD and NYU Metro Center IESC. Once UFT/UCS approves the contract, work will begin September 1, 2023 and continue through June 30, 2024.

Appendix B

BUDGET

Comprehensive budget...... [\$21,200]

Cost

The services for this contract will include the following: 4, online half-day and 4, in-person half day technical assistance support sessions. The services includes: NYU Metro Center-IESC staff time, including planning the session and materials/resources, and consultancy to the Equity Team. The total cost of the NYU Metro Center's proposed project will be \$21,200.00 (See attachment A).

Budget for Work

NYU Metro Center-Innovation in Equity and Systemic Change	
Port Washington UFSD	
Items Charged	Cost
4 Half-Day Online Technical Assistance for Port Washington UFSD Equity Committee Team Session @ 2,600.00 each	\$10,400.00
4 Half-Day In-Person Technical Assistance for Port Washington UFSD Equity Committee Team Session @ 2,700.00 each	\$10,800.00
Total Cost	\$21,200.00

NYU shall submit invoices not more often than monthly for deliverables completed. Upon the receipt of proper invoices, the Collaborator shall pay NYU within thirty (30) days. All invoices shall be submitted using NYU's standard invoice form and shall include current and cumulative costs as well as a breakdown of the costs being invoiced.

Upon receipt of an invoice, payments are remitted to:

New York University Sponsored Programs Accounting P.O. Box 5166 New York, NY 10087

	Appendix C - Co	ntact Informa	tion	
	NYU Contacts		Sponsor Contacts	
Administrat		Administrat	ive Contact	
Name: Silvia Taylor		Name: OBJ Dr. Ira Pernic		
Name.	Director of Grants and Business	1 (Marie at Labor)	Administrator for Curriculum,	
			Instruction and Assessment	
	Operations		Histraction and Assessment	
Address:	726 Broadway, 5th Floor	Address:	100 Campus Drive	
	New York, NY 10003		Port Washington, NY 11050	
Email:	sp172@nyu.edu	Email:	ipemick@portnet.org	
			A CONTRACTOR OF THE CONTRACTOR	
Principal Investigator			ector/ Principal Investigator	
Name:	Dr. Maria Hernandez	Name:	Dr. Ira Pernick	
			Administrator for Curriculum,	
	mat -m-		Instruction and Assessment	
Address:	726 Broadway, 5th Floor	Address:	100 Campus Drive	
	New York, NY 10003	Address:	Port Washington, NY 11050	
Wh			FOIL Washington, N I 11050	
Email:	maria.g.hernandez@nyu.edu	TO 21.	in a mint (A) no strat are	
		Email:	ipernick@portnet.org	
Financial Co	ontact	Financial C	ontact (for submission of invoice)	
Name:	Meidy Candia-Leyva	Name:	Kathleen Manuel	
I VALIDAC.	Assistant Controller		Assistant Superintendent for	
	Tiblistan Control		Business	
Address:	Sponsored Programs Administration			
	New York University	Address:	100 Campus Drive	
	105 East 17th Street, 3rd Floor		Port Washington, NY 11050	
	New York, NY 10003			
		Telephone:	516-767-5011	
Telephone:	212-998-2832	Fax:	516-767-5037	
Fax:	212-995-4555	Email:	kmanuel@portnet.org	
Email:	cdv.spa@nyu.edu			
Authorized	Official	Authorized	Official	
	Alex Samsky	Name:	Dr. Michael J. Hynes	
Name:	Assistant Contract Officer	I TERRITO.	Superintendent of Schools	
	Assistant Contract Officer		Dapoititionaon of Denoots	
Address:	New York University	Address:	100 Campus Drive	
1 x 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	665 Broadway, Suite 801		Port Washington, NY 11050	
	New York, NY 10012		NZ	
		Telephone:	516-767-5002	
an along the	212-998-2121	Fax:	516-767-5037	
l elennone				
Telephone: Fax:	212-995-4029	Email:	mhynes@portnet.org	