

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEW YORK DEPARTMENT OF EDUCATION
AND
THE CITY OF NEW YORK DEPARTMENT OF YOUTH AND COMMUNITY
DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), effective as of **June 1, 2013**, between the City of New York, acting through the Department of Education (“DOE”), located at Tweed Courthouse, 52 Chambers Street, New York, New York 10007; and the City of New York, acting through the Department of Youth and Community Development (“DYCD”), located at 156 Williams Street, New York, New York 10038.

WITNESSTH:

WHEREAS, DYCD and DOE share an interest in NYC public school students’ academic development and commitment to improving outcomes for the City’s youth, so that they graduate from high school ready to succeed in post-secondary education and careers, compete in a global economy and exercise their civic responsibilities (“Goals”); and

WHEREAS, DYCD and DOE have established a strong collaborative relationship focused on achieving these mutual Goals; and

WHEREAS, both parties agree this MOU will extend and deepen this relationship to the benefit of New York City students; and

WHEREAS, national research has demonstrated the efficacy of out-of-school programs, such as DYCD’s Out-of-School Time (“OST”) program, that combine rigorous academic learning opportunities with engaging enrichment and recreation activities and local evaluations of DYCD’s OST program have repeatedly shown that academic support paired with enrichment activities are important to parents when they are making decisions on how their children spend their after school hours; and

WHEREAS, DYCD has prioritized new OST program elements intended to provide academic support and enrichment, including requiring programs to have an education specialist, encouraging science, technology, engineering, and math (“STEM”) activities and mandating a school partnership agreement that demonstrates a commitment to rigorous academic support; and

WHEREAS, DYCD is committed to transparency and accountability and has mechanisms in place to collect data, monitor progress and measure success; and

WHEREAS, DOE routinely collects information on attendance, academic performance, promotion and behavior; and

WHEREAS, the overwhelming majority (up to 90%) of school-aged children and youth served by DYCD programs (“DYCD Participants”) are DOE students and DYCD seeks information from DOE to determine whether DYCD Participants experience positive outcomes contributing to school success; and

WHEREAS, DYCD and DOE have exchanged, and continue to exchange, data and analyses, including using data to select high schools with academically needy students that would participate in the OST Transition to High School (“THS”) program; to complete independent evaluations on OST program implementation; and analyze program quality and stakeholder feedback for the Beacon Community Centers Middle School Initiative; and

WHEREAS, DYCD and DOE seek a more efficient, encompassing, and sustainable data sharing arrangement in order to consolidate all such current and future data sharing requests; and

NOW THEREFORE, the parties agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- A. This MOU becomes effective as of June 1, 2013 and shall remain effective through June 30, 2015.
- B. This MOU shall be automatically renewed through June 30, 2018 unless terminated sooner pursuant to Article 7 below.

ARTICLE 2. SCOPE OF SERVICES

A. DYCD and DOE agree to:

- 1. Schedule a regular exchange of data files; and
- 2. Develop appropriate guidelines for sharing data files in compliance with all applicable laws and guidelines.
- 3. Use all information obtained in connection with this MOU solely for the purposes described herein.
- 4. Establish a working group that will meet twice annually, or more frequently as needed, to share information on how the MOU is working, review data needs of both parties and discuss research findings to support improvements in DYCD and/or DOE programs, as applicable.
 - a. For the working group and to achieve the objectives of this MOU, DOE and DYCD shall each identify staff contacts for each of the following areas:
 - i. Project Manager: main contact person for the MOU.

- ii. Data or Information Technology (“IT”) Liaison: responsible for the development of the reports and data matching process.
- iii. Confidentiality Liaison: responsible for notifying the counter party of any data security or confidentiality issues.

B. DYCD Responsibilities:

1. On a semi-annual basis, DYCD will provide DOE the following information, as described in Appendix A Data Specifications, which is attached hereto and made a part hereof, for all DYCD Participants identified on their enrollment/intake forms as being a DOE student (“DYCD Data”, see also Appendix A):

a. DYCD Participant information, including but not limited to:

- i. Last name;
- ii. First name;
- iii. Date of birth;
- iv. Address;
- v. OSIS numbers (where available); and
- vi. DYCD program participation by type of program and DYCD community-based organization (“CBO”) contractor (“CBO Contactor” or “DYCD Contractor”).

b. DYCD Contractor Information, including:

- i. CBO name;
- ii. DYCD Program name and type (attached hereto and made a part hereof as Appendix B);
 - 1. DYCD Program names and types may change from time to time. In such cases, DYCD shall inform DOE of such changes and Appendix B shall be updated accordingly without modification of the entire MOU.
- iii. Number of youth in CBO’s program(s);
- iv. Latest VENDEX ratings; and

- v. Results of other quality assessments of its youth program(s).
2. DYCD shall include a parent and/or guardian data sharing consent form (“Consent Form”, attached hereto and made a part hereof as Appendix C) in its enrollment/intake packages. The Consent Form will include information on the types of data being exchanged, the purposes of the data exchange, and the benefits that accrue to the student, family, program and school from the data exchange. DYCD Contractors shall receive training and guidance on notifying and educating parents with regard to the Consent Form.
3. DYCD will send DOE a report on parent and/or guardian consent approval. Actual copies of the Consent Forms shall be on file at the DYCD Contractor(s).
4. DYCD will share with DOE any reports or analyses based on data obtained through this MOU prior to publication and provide DOE a reasonable opportunity to comment.

C. DOE Responsibilities:

1. DOE will conduct a data run for a simple match of the DYCD Data, as submitted by DYCD.
2. For those DOE students who have provided DYCD with consent , DOE will provide DYCD specific, individual-level data including, but not limited to:
 - i. DOE Student Identification (“OSIS”) numbers;
 - ii. Attendance/absences;
 - iii. Promotion information;
 - iv. Credit accumulation;
 - v. Discharge information;
 - vi. School Information;
 - vii. New York State (“NYS”) English Language Arts (“ELA”) and math test scores;
 - viii. Regents Competency Test (“RCT”) scores; and
 - ix. Fitnessgram data.

3. DOE will provide DYCD with aggregate and individualized, but anonymous, DOE student data, including by Citywide and school-wide breakdown, and matched against DYCD Data, in a manner agreed to by each party's Data Liaison, including, but not limited to:
 - i. Attendance/absences;
 - ii. Promotion information;
 - iii. Credit accumulation;
 - iv. Discharge information;
 - v. New York State ("NYS") English Language Arts ("ELA") and math test scores;
 - vi. Regents Competency Test ("RCT") scores; and
 - vii. Fitnessgram data.

4. Within 30 days but not longer than 60 days after receipt of the DYCD Data, DOE will provide DYCD with data for all DOE students served by DYCD. That dataset is to include, but not be limited to:

- a. Attendance rates;

- b. NYS ELA and math test scores;

- c. Promotion rates;

- d. Retention rates; and

- e. Suspension rates (Principal and Superintendent, as applicable).

D. If DYCD and/or DOE wishes to add new data points or use the data governed by this MOU for any other purposes, either party may do so only pursuant to a written modification pursuant to Article 9 of this MOU.

ARTICLE 3. DATA SECURITY & CONFIDENTIALITY

A. All DYCD Participant and DOE student information obtained, learned, developed, or filed by DYCD or DOE, including but not limited to social security numbers, birth dates, or other personally identifying information ("Personally Identifying Information"), shall

be held confidential by the parties and shall not be disclosed by DOE or DYCD to any person, organization, agency, or other entity except as authorized or required by law.

B. DYCD shall provide immediate notice to the DOE upon the discovery by DYCD of any breach of security of any data provided by DOE, encrypted or otherwise that contains Personally Identifying Information, where such breach of security arises out of the acts or omissions of DYCD or its employees or agents.

1. The term "breach of security" shall mean the unauthorized disclosure or use by an employee or agent of DYCD, or the unauthorized possession by someone other than an employee or agent of DYCD of Personally Identifying Information that compromises the security, confidentiality or integrity of such information.
2. Upon the discovery of such breach of security, DYCD shall take reasonable steps to notify in writing all persons affected by any unauthorized disclosure of Personally Identifying Information.

C. Access to DOE Data will be limited to individuals in the following DYCD positions:

1. Planning, Research and Program Development (Assistant Commissioner; Director, designated administrator);
2. Information Technology (Assistant Commissioner, Director, designated administrator);
3. Deputy Commissioner for Youth Services;
4. Deputy Commissioner for Community Development; and
5. OST Program (Assistant Commissioner; Senior Director, designated administrator).

D. DYCD staff identified to receive Personally Identifying Information on DOE students will participate in periodic training to learn how to ensure the handling of confidential data and will be required to sign a confidentiality and non-disclosure statement.

E. DYCD may share aggregate or anonymous data from the DOE on DYCD participants with individual DYCD Contractors.

F. DYCD shall not share Personally Identifying Information obtained through DOE or DOE data linked to any Personally Identifying Information with DYCD Contractors. Nothing herein shall prohibit DYCD and/or DYCD Contractors from sharing with each other Personally Identifying Information that such parties have collected in the course of business.

- G. All of the reports, information, or data (“Confidential Materials”) furnished, prepared, assembled, or used by the parties under this MOU are to be held confidential and each party agrees that the Confidential Materials shall not be made available to any third party without the prior written approval of the other party, except as directed by a court of law in a proceeding in which disclosing party has been directed by a court to make the disclosure.
- H. Nothing herein will be construed to prohibit the publication of statistics so classified as to prevent the identification of individuals.
- I. This Article 3 shall remain in full force and effect following the termination of this MOU.

ARTICLE 4. NOTICE

All notices required by this MOU shall be delivered by hand or trackable overnight delivery service:

TO DYCD:

The Office of Legal Affairs
City of New York
Department of Youth and Community Development
150 William Street
New York, NY 10038
Attention: General Counsel

TO DOE:

The Office of the General Counsel
City of New York
Department of Education
Tweed Courthouse
52 Chambers Street
New York, N.Y. 10007

ARTICLE 5. RETENTION OF RECORDS

DYCD and DOE shall retain all books, records, and other documentation relevant to this MOU for a period of six (6) years after termination of this MOU. Any City, State, and Federal auditors and any other person duly authorized by DYCD and/or DOE shall have full access to and the right to examine any of said materials during said period.

ARTICLE 6. COMPLIANCE WITH LAW

The services rendered under this MOU shall be performed in accordance with all applicable provisions of Federal, State, and Local laws, rules, and regulations as are in effect at

their time such services are rendered, including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g); 34 CFR Part 99).

ARTICLE 7. TERMINATION

Either party shall have the right to terminate this MOU in whole or in part:

- A. Without cause, by giving the other party thirty (30) days prior written notice; or
- B. For good cause, immediately.

ARTICLE 8. ASSIGNMENT

The parties shall not assign, transfer, convey, sublet or otherwise dispose of this MOU, or any right, title, interest, obligation, duties herein, or its power to execute such MOU, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this MOU, unless the prior written approval of the other party (which approval shall be attached to the original MOU), and subject to such conditions and provisions as each party may deem necessary. Any such assignment, transfer, conveyance, sublease or other disposition without such approval shall be void.

ARTICLE 9. MODIFICATION

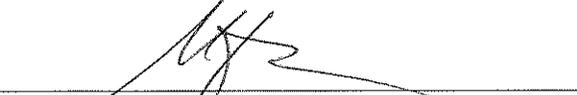
- A. This MOU may be modified by the parties in writing.
- B. Notwithstanding this provision, the update of DYCD programs and types referenced in Article 2(B)(1)(b)(ii)(1) shall not be considered a material modification of this MOU and shall not require an executed modification.
 - 1. DYCD shall provide DOE with a written update of Appendix B if and when such changes to the DYCD programs and types occur.

ARTICLE 10. ENTIRE MOU

This MOU contains all the terms and conditions agreed upon by the parties, and no other MOU, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto, or to vary any of the terms contained herein.

**CITY OF NEW YORK DEPARTMENT
OF YOUTH & COMMUNITY
DEVELOPMENT**

**CITY OF NEW YORK
DEPARTMENT OF EDUCATION**



MICHAEL O'WH
GENERAL COUNSEL



Name: Aris L. Brady
Title: Director, Research + Policy Support Group

5/14/13

DATE

7/12/13

DATE

APPENDIX A
DATA SPECIFICATIONS

APPENDIX A
DATA SPECIFICATIONS

Each transmission from DYCD to DOE will consist of:

1. A record containing biographical data for each student in a DYCD contracted program
2. A notation on parent consent form status for each student in a DYCD contracted program
3. A record containing CBO provider information to include name of organization, corporate address, program address, school partner, VENDEX and key results of program monitoring tools

Table of Record Data Requirements

A1 Biographical
Student Name
Student Address
Student Date of Birth

A2 Parent Consent

A3 Provider Information
Program Type
Provider Name
Corporate Address
Corporate Phone
School Partner
School Address
DBN
Provider VENDEX

Transmission from DOE to DYCD will consist of:

1. A record containing biographical data matched to students in DYCD list
2. A record on attendance for each matched student, including disciplinary actions
3. A record on academic performance for each matched student

Table of Record Matched Data Requirements

B1 Biographical
Student Name
Student OSIS
Student's School Name
Student's School DBN
Student's Grade

Primary Language

- B2 Attendance
 - Number of Absences (semi-annually)
 - Number of Suspensions (semi-annually)
 - Type of Suspensions (semi-annually)
 - Discharges (semi-annually or annually)
 - Type of Discharge (transfer, graduation, drop-out)

- B3 Academic
 - Student's ELA Levels on last State test (annually)
 - Student's ELA Scores on last State test (annually)
 - Student's Math Levels on last State test (annually)
 - Student's Math Scores on last State test (annually)
 - Last Promotion Date (annually)
 - Prior Grade Retentions (annually)
 - Regents (if applicable) (annually)
 - Over Age/Under Credited Status (annually)

Credit accumulation
Fitnessgram Score

APPENDIX B
DYCD YOUTH PROGRAMS

APPENDIX B
DYCD YOUTH PROGRAMS

DYCD Program	Description	Public Funding Source (F)ederal, (S)tate, (C)ity Tax Levy
Adolescent Literacy	DYCD has partnered with nine community-based organizations to operate afterschool adolescent literacy programs in 10 New York City public middle schools. These innovative programs use a range of educational approaches to help struggling 6th, 7th and 8th graders develop their reading, writing, and oral communication skills in an afterschool setting. Program staff work closely with school leadership to identify children whose reading test scores and teacher observation demonstrate a need for academic intervention. Adolescent Literacy uses project based learning focused on exciting themes to engage and sustain youth participation.	F (CSBG)
Beacon	Beacon programs are collaborative, school-based community centers designed to provide quality services to youth and adults after school, in the evenings, and on weekends. There are currently 80 Beacon sites. Beacon programs provide services in the following core areas: academic enhancement, life skills, career awareness/school-to-work transition, civic engagement/community building, recreation/health and fitness and culture/art.	C, F (CDBG), IC (ACS/HRA)
Cornerstone Community Centers	Cornerstone Community Centers provide engaging activities for young people and adults designed to help participants acquire the academic foundation and interpersonal skills they need to graduate from high school, succeed in their chosen career, and give back to the community. Cornerstone Community Centers focus on high-quality programming delivered by community based-organizations and are located in New York City Housing Authority residential developments. Typical youth activities include: academics, community engagement, the Arts and healthy living.	C
In School Youth Program (ISY)	The ISY Program is designed to help high school juniors and seniors transition to adulthood by assisting them to graduate from high school and preparing them for their next steps, whether in employment, post-secondary education, or both. This is	F (WIA)

	<p>accomplished through a combination of academic support, such as tutoring, college visits, and SAT preparation, and career awareness activities, including paid summer jobs through DYCD's Summer Youth Employment Program (SYEP), work readiness training, and mentoring. The program also supports participants with guidance and counseling, stipends, leadership development activities, and follow-up services.</p>	
<p>Neighborhood Development Areas Initiative (NDA)</p>	<p>DYCD is the Community Action Agency in NYC and administers the federal Community Services Block Grant (CSBG) program to combat poverty and provide services to low-income people. The NDA Initiative fosters community-level engagement to ensure that residents have opportunities to contribute to change in their neighborhoods and that services address the most pressing needs of each community. Two student focused NDA programs are: Middle School Youth: Educational Support & Leadership services for youth in grades six, seven, and eight who are struggling academically. These programs utilize a wide range of creative, traditional and nontraditional strategies to build educational, leadership and life skills. High School-Aged Youth: Educational Support & Employment programs are designed to serve high school youth who are struggling academically and out-of-school youth who are neither working nor in school. Funded programs provide a range of services designed to help young people obtain high school or GED diplomas; develop workplace skills; and explore educational and professional opportunities</p>	<p>F (CSBG)</p>
<p>Out of School Time Program (OST)</p>	<p>The OST initiative is the nation's largest public after-school program and focuses on providing engaging academic, recreational, civic and cultural activities for students using a youth development framework. Programs are conducted by community based organizations and emphasize strong CBO and school partnerships, as well as family engagement. OST programs are primarily school based, but also operate from community based centers, public housing developments and city parks.</p>	<p>C, S (YDDP), IC (ACS)</p>
<p>Out of School Time (OST) Transition to High School</p>	<p>OST Transition to High School provides students entering the 9th Grade adjust to the academic, social and emotional demands of high school. Counselor advocates foster peer bonding and parental involvement and ensure student access to academic, health/mental health and other critical support services. Promotion to 10th grade with the requisite number of credits is a key indicator of success.</p>	<p>C, F</p>

<p>Runaway and Homeless Youth Program (RHY)</p>	<p>DYCD's RHY continuum of services is designed to protect runaway and homeless youth and, whenever possible, reunite them with their families. In cases where reunification is not possible, these programs help youth progress from crisis and transitional care to independent living arrangements. The system is designed to connect young people to educational and career opportunities that will help them establish self-sufficiency.</p>	<p>C, S(RHY)</p>
<p>Summer Youth Employment Program (SYEP)</p>	<p>SYEP provides New York City youth with summer employment and educational experiences that capitalize on their individual strengths, develop their skills and competencies, and connect them to positive adult role models. SYEP provides seven weeks of entry-level work experience in a variety of jobs at community-based organizations, government agencies and private sector businesses.</p>	<p>C, S, private funds, F (WIA)</p>
<p>Teen ACTION (Achieving Change Together In Our Neighborhoods)</p>	<p>Teen ACTION, DYCD's Service Learning program, offers participants the chance to engage in structured learning, service projects, and reflection. The program works with 7th through 10th grade students to help them develop life skills and make meaningful contributions to their community. Studies show that the combination of structured learning and challenging service experiences can offer benefits that are especially significant for adolescent participants, including reduced risk for teen pregnancy, increased school engagement, and improved chances for academic success.</p>	<p>C (CEO)</p>

APPENDIX C
PARENT AND/OR GUARDIAN CONSENT FORM



The **Department of Youth and Community Development (DYCD)** provides funding for this program as part of its mission to help you assist your child reach his or her full potential. Many of our programs are run by community based organizations. We work to make sure the services you and your children receive are of the highest quality. DYCD is requesting your permission to allow us to collect information we need on your child, their participation and the quality of the services provided.

Consent to Collect and Share Student Information

What information from your child's student records is DYCD requesting?

We are requesting your permission for the **NYC Department of Education (DOE)** to share personally identifying information from your child's student records with DYCD. The information we would like to collect consists of biographical and enrollment information (specifically consisting of your child's name, address, date of birth, student identification number, grade, school(s) attended and transfer, discharge, and graduation data about your child); data concerning your child's school attendance (including number of days attended and absences); and academic performance data (including your child's results on state and national exams, credits earned, grades, promotion and retention status, and fitnessgram score); and data related to any disciplinary actions taken against your child (including number and type of suspensions).

We are requesting to collect the information listed above about your child on a past, present and future (i.e., ongoing) basis.

We are also requesting your permission for DYCD to share information we collect on the enrollment form from you and/or your child with DOE staff. The information includes registration information, student's interests and challenges, type of program enrolled in and frequency of participation. This information will be used to help the school and community organization work together to meet you and your child's need.

Who will see my child's information and how will it be safeguarded?

The only people who will see your child's individual information are DYCD and DOE staff who manage the data systems and prepare research reports and program analyses. The limited number of DYCD staff identified to receive personal information is screened, provided extensive training to follow strict guidelines on protecting the confidentiality of information that would personally identify you or your child. Personally identifiable information collected from student records will only be shared electronically between DOE and DYCD and will be secured and protected in the DYCD data base. Personally identifiable information will not be shared with any community based organizations or their staff members.

We will not use your name or your child's name in any published report. While we request your consent, your responses to the below requests will not affect your child's participation in DYCD sponsored programs.

Please check Yes or No to each of the following statements:

- I understand why DYCD is asking my permission to access the information listed above from my child's student records, and I give permission to DOE to share that information with DYCD on an ongoing basis.

Yes, I give my permission

No, I do not give my permission

- I understand why DYCD is asking my permission to share information about my child collected by DYCD with DOE staff and I give my permission to DYCD to share information with DOE on an ongoing basis.

Yes, I give my permission

No, I do not give my permission

Student/Applicant Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____



Consent for Photo/Videotaping and Use of Youth Work

Please be aware that sometimes, staff, photographers, newspapers, television reporters, media representatives and public relations personnel may be present during program activities and special events, both in-school and away from school. In some cases, they may photograph, interview or otherwise record children who participate in these events. The resulting images, videos and interviews may be used solely for non-profit, non-commercial purposes of the program to promote the programs in printed and electronic media published by our agency, such as brochures, books, print and email newsletter, DVDs and videos, websites and blogs. These images may also be used by DYCD in its publications for non-profit educational purposes.

- I understand my child may be photographed, interviewed or otherwise recorded during program activities and special events and give permission for my child to be photographed, interviewed or otherwise recorded solely for non-profit, non-commercial purposes of the program.
 Yes, I give my permission No, you do not have permission
- I understand that my child’s work may be used in materials that promote programs, solely for non-profit, non-commercial purposes of the program.
 Yes, I give my permission No, you do not have permission

Consent for Emergency Medical Treatment

I give authority to the Program Agency’s staff to obtain necessary emergency medical treatment for my child with the understanding that the family will be notified as soon as possible. I understand that every effort will be made to contact me before and after medical care is provided.

Yes, I give permission No, I do not give permission

Consent Statement

I the undersigned, certify that I have reviewed all the above consent statements and indicated my wishes. I understand that consent is voluntary and I can withdraw it in writing at any time.

Student/Applicant Name

Parent/Guardian Name

Parent/Guardian Signature

Date