

**WORK, LEARN AND GROW EMPLOYMENT PROGRAM
MEMORANDUM OF UNDERSTANDING**

-between-

**THE CITY OF NEW YORK
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

-and-

**THE CITY OF NEW YORK
DEPARTMENT OF EDUCATION**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU” or the “Agreement”), effective as of October 1, 2020, is made and entered into by the following: the New York City Department of Education (“DOE”), located at 52 Chambers Street, New York, NY 10007; and the New York City Department of Youth and Community Development (“DYCD”), located at 2 Lafayette Street, 21st Floor, New York, New York 10007 (each a “Party,” and collectively, the “Parties”).

WHEREAS, DYCD funds community-based organizations (“DYCD Contractors”) to operate the Work, Learn and Grow Employment Program (“WLGE”), which provides New York City youth with paid training and work experiences during the school year for a period of up to 22 weeks;

WHEREAS, DOE provides educational and industry sector specific career exploration opportunities to New York City public school students during the school year; and

WHEREAS, DYCD seeks to expand opportunities to WLGE Participants aged sixteen (16) to nineteen (19) to pursue a blended mix of CUNY classes and career and college exploration activities, pursuant to which participants will be enrolled in an appropriate City University of New York (“CUNY”) course (“CUNY course”), taught by CUNY instructors remotely, and, depending on the course, be eligible to receive CUNY academic credit, prior to receiving an internship assignment; and

WHEREAS, the Parties have agreed to collaborate on implementation of WLGE; and

WHEREAS, due to the New York State Governor’s Executive Order 202, *et. seq.*, declaring a disaster emergency for the State of New York due to the novel coronavirus, COVID-19, the Parties have further agreed that WLGE services will be delivered remotely, and agree to make good faith efforts to work together throughout the program period to adapt program services in response to any updates to safety guidelines; and

NOW, THEREFORE, the Parties agree as follows:

Article 1. TERM

The term of this Agreement is the period of October 1, 2020, through September 30, 2021, unless sooner terminated pursuant to the terms of this Agreement.

Article 2. TERMINATION AND RENEWAL

- A. Either Party may terminate this Agreement without cause (a) upon thirty (30) days written notice to the other Party, or (b) immediately by mutual written consent of the Parties. In the event that this Agreement is terminated, the provisions of Article 9, Confidentiality, shall remain in effect in perpetuity.
- B. DOE and DYCD shall have the option to renew this Agreement upon written agreement by both Parties.

Article 3. SCOPE OF SERVICES – DOE

- A. During the Term, DOE shall, either directly or indirectly through funded contractors, provide the following services for WLGEP:

1. Coordinate with DYCD Contractors to enroll Participants selected for the WLGEP into each program at the following schools:

DBN	Bldg. Code	Name	Address
02M542	M535	Manhattan Bridges High School	525 West 50 th Street, Manhattan, NY 10019
02M300	M535	Urban Assembly School of Design and Construction	
02M303	M535	The Facing History School	
		SYEP Provider:	Beam Center, Inc.
27Q480	Q480	John Adams High School	
		SYEP Provider:	Boys & Girls Club of Metro Queens, Inc.
09X365	X082	Academy for Language and Technology	1700 Macombs Road, Bronx, NY 10453
		SYEP Provider:	BronxWorks, Inc.
09X517	X148	Frederick Douglass Academy III Secondary School	3630 Third Avenue, Bronx, NY 10457
		SYEP Provider:	BronxWorks, Inc.
07X548	X790	Careers in Sports High School	730 Concourse Village West, Bronx, NY 10451
		SYEP Provider:	BronxWorks, Inc.
06M468	M465	High School for Health Careers and Sciences	549 Audubon Avenue, Manhattan, NY 10040
06M467	M465	High School for Law and Public Service	

06M463	M465	High School for Media and Communications	
		SYEP Provider:	Catholic Charities Community Services Archdiocese of New York
02M280	M520	Manhattan Early College School for Advertising	411 Pearl Street, Manhattan, NY 10038
		SYEP Provider:	Children's Arts & Science Workshops, Inc.
12X550	X420	High School of World Cultures	1300 Boynton Avenue, Bronx, NY 10472
		SYEP Provider	Children's Arts & Science Workshops, Inc.
10X342	X430	International School for Liberal Arts	2780 Reservoir Avenue, Bronx, NY 10468
		SYEP Provider:	Children's Arts & Science Workshops, Inc.
13K439	K805	Brooklyn International High School	49 Flatbush Avenue Extension, Brooklyn, NY 11201
		SYEP Provider:	Chinese American Planning Council
25Q263	Q189	Flushing International High School	144-80 Barclay Avenue, Queens, NY 11355
		SYEP Provider:	Chinese American Planning Council
06M346	M814	Community Health Academy of the Heights	504 West 158 th Street, Manhattan, NY 10032
		SYEP Provider:	Community League of the Heights, Inc.
19K583	K420	Multicultural High School	999 Jamaica Avenue, Brooklyn NY 11208
19K659	K420	Cypress Hills Collegiate Preparatory School	
19K639	K420	Brooklyn Lab School	
19K502	K435	FDNY – Captain Vernon A. Richard High School for Fire and Life Safety	
19K510	K435	World Academy for Total Community Health High School	
		SYEP Provider:	Cypress Hills Local Development Incorporation, Inc.
08X269	X392	Bronx Studio School for Writers and Artists	928 Simpson Street, Bronx, NY 10459
		SYEP Provider:	Global Kids, Inc.
14K071	K071	Juan Morel Campos Secondary School	215 Heyward Street, Brooklyn, NY 11206
		SYEP Provider:	Grand Street Settlement, Inc.
03M299	M490	The Maxine Greene HS for Imaginative Inquiry	122 Amsterdam Avenue, Manhattan, NY 10023
		SYEP Provider:	Hellenic American Neighborhood Action Committee
30Q450	Q452	Long Island City High School	14-30 Broadway, Queens, NY 11106

		SYEP Provider:	Hellenic American Neighborhood Action Committee
11X508	X415	Bronxdale High School	925 Astor Avenue, Bronx, NY 10469
		SYEP Provider:	Hellenic American Neighborhood Action Committee
14K610	K610	Automotive High School	50 Bedford Avenue, Brooklyn, NY 11222
		SYEP Provider:	Italian American Civil Rights League, Canarsie, Inc.
07X259	X655	H.E.R.O. High School (Health, Education, and Research Occupations High School)	455 Southern Blvd, Bronx, NY 10455
10X237	X143	The Marie Curie School for Medicine, Nursing, and Health Professions	120 West 231 Street, Bronx, NY 10463
10X438	X435	Fordham Leadership Academy	500 East Fordham Road, Bronx, NY 10458
10X284	X475	Bronx School of Law and Finance	99 Terrace View Avenue, Bronx, NY 10463
10X213	X475	Bronx Engineering and Technology Academy	
		SYEP Provider:	Mosholu Montefiore Community Center, Inc
09X525	X876	Bronx Leadership Academy High School	1710 Webster Avenue, Bronx, NY 10457
12X271	X973	East Bronx Academy for the Future	1716 Southern Boulevard, Bronx, NY 10460
		SYEP Provider:	Phipps Neighborhoods
27Q324	Q410	Rockaway Park High School for Environmental Sustainability	100-00 Beach Channel Drive, Queens, NY 11694
		SYEP Provider:	Rockaway Development & Revitalization Corp
27Q475	Q475	Richmond Hill High School	89-30 114 Street, Queens, NY 11418
24Q296	Q744	Pan American International High School	45-10 94 th Street, Queens, NY 11373
		SYEP Provider:	Samuel Field YM & YWHA, Inc.
11X275	X425	High School of Computers and Technology	800 East Gun Hill Road, Bronx, NY 10467
11X545	X425	Bronx Aerospace High School	
		SYEP Provider:	South Bronx Overall Economic Dev Corp
16K455	K455	Boys and Girls High School	1700 Fulton Street, Brooklyn, NY 11213

14K558	K650	Williamsburg High School for Architecture and Design	257 North 6 Street, Brooklyn, NY 11211
		SYEP Provider:	St. Nicks Alliance Corp.
27Q400	Q400	August Martin High School	156-10 Baisley Boulevard, Queens, NY 11434
27Q302	Q465	Queens High School for Information, Research, and Technology	8-21 Bay 25 Street, Queens, NY 11691
		SYEP Provider:	The Child Center of New York
12X682	X878	Fannie Lou Hamer Freedom High School	1021 Jennings Street, Bronx, NY 10460
		SYEP Provider:	The Children's Aid Society
84M522	MBDF	Broome Street Academy Charter School	121 Avenue of the Americas, Manhattan, NY 10013
		SYEP Provider:	The Door – Center of Alternatives
31R600	R600	Ralph R. McKee Career and Technical Education High School	400 Irving Avenue, Staten Island, NY 10301
09X403	X400	Bronx International High School	1110 Boston Road, Bronx, NY 10456
09X297	X400	Morris Academy for Collaborative Studies	
07X600	X600	Alfred E. Smith Career and Technical Education High School	333 East 151 Street, Bronx, NY 10451
07X522	X600	Bronx Design and Construction Academy	
10X524	X660	Bronx Academy for Software Engineering (BASE)	2474 Crotona Avenue, Bronx, NY 10458
10X524	X660	Crotona International High School	
10X565	X660	High School for Energy and Technology	
		SYEP Provider:	United Activities Unlimited, Inc.
08X376	X450	Antonia Pantoja Preparatory: A Collogee Board	1980 Lafayette Avenue, Bronx, NY 10473
04M372	M117	Esperanza Preparatory Academy	240 East 109 th Street, Manhattan, NY 10029
		SYEP Provider:	Young Mens Christian Association of Greater New York

2. Timely conduct, at no cost to DOE, finger printing and background checks for appropriate DYCD Contractor staff.
 3. Ensure that DOE Principals adhere to the School Partnership Agreements developed for School-Based SYEP, which includes requirements that each school provide input on priorities for work-based experiences and college and career exploration activities.
 4. Work with DYCD Provider to recruit and identify eligible participants for WLGEF
 5. If, at the discretion of the Principal for each participating school, Participants will receive DOE academic credit, determine requirements as appropriate for granting such academic credit.
- B. DOE acknowledges that an evaluation of WLGEF is planned and expected to be conducted by DYCD. DOE agrees to cooperatively work with DYCD, to the extent possible toward any agreement, including any data sharing agreement, needed in order to conduct such evaluation.

Article 4. SCOPE OF SERVICES – DYCD

- A. During the Term, DYCD shall cause its Contractors to operate the WLGEF, including managing payment of Participant stipends and wages.
- B. At the conclusion of program services for WLGEF, DYCD shall send data necessary for DOE to grant academic credit to eligible Participants, which will include:
1. Participant’s name;
 2. Participant’s date of birth;
 3. Name and location of Participant’s assigned worksite;
 4. Total number of hours worked by Participant; and
 5. Where indicated by DOE as necessary, student training plans, evaluation reports and time sheets.
- C. DYCD shall ensure its Contractors have obtained parental consent forms (based on a format approved by the DOE) from students participating in WLGEF.

Article 5. TERMS OF PAYMENT

- A. With the exception of fingerprinting costs, DOE shall be responsible for the costs of administering program services, if applicable, as outlined above in Article 3.

- B. DYCD shall be responsible for the costs of the stipends and wages to be paid to WLGEF Participants, as well as the payroll processing system fees, workers compensation, payroll tax expenses, and WLGEF provider fees.

Article 6. NOTICES AND COMMUNICATION

All notices and communication to the Parties under this Cooperative Agreement shall be delivered via email, telephone, by Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail, or other overnight delivery services that provides a receipt to the sender, and sent to the Parties at the following addresses:

Attn:

Lawrence Pendergast
Deputy Chief Academic Officer, Division of Teaching & Learning
NYC Department of Education
52 Chambers Street, Room 319
New York, NY 10007
LPender@schools.nyc.gov

Office of General Counsel
New York City Department of Youth and Community Development
2 Lafayette Street, 21st Floor
New York, NY 10007
Attn: Caroline Press, General Counsel
CPress@dycd.nyc.gov

Article 7. RETENTION OF RECORDS

The Parties and their contractors shall retain all books, records, and other documentation relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. Any city, state, and federal auditors and any other persons duly authorized by either Party shall, with reasonable notice to the other Party have full access to and the right to examine any of said materials during said period.

Article 8. COMPLIANCE WITH LAW

- A. The Services rendered under this Agreement shall be performed in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations as are in effect at the time such services are rendered including, without limitation, the Civil Rights Act of 1964, as amended by Executive Order 1 1246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973, 45 CFR 84, and 45 CFR 85.
- B. By entering into this Agreement, DYCD affirms that its Agency Privacy Officer has reviewed this Agreement and determined that any disclosure by it of identifying information, as defined by Local Laws 245 and 247 of 2017, is routine. DYCD further affirms that it will seek review

and approval from the City Chief Privacy Officer for any non-routine disclosure of identifying information, where necessary.

- C. Pursuant to Local Law 40 of 2011, the Parties understand that this Agreement may be posted on NYC.gov within thirty (30) days of execution.

Article 9. CONFIDENTIALITY

- A. “Confidential Information” means any personally identifiable information related to DOE students, student families/guardians, DOE employees, agents and/or volunteers obtained by or furnished to the receiving party; all findings, analysis, data, reports or other information learned or developed and based thereon, whether in oral, written, graphic, or machine-readable form; and all information marked “confidential.” Confidential Information includes, but is not limited to, names, addresses, contact information, school or school attended, school district, grades or other reviews, credits, scores, analysis or evaluations, records, correspondence, activities or associations, financial information, social security numbers or other identifying numbers or codes, date of birth or age, gender, religion, sexual preference, national origin, socio-economic status (including poverty indicators), race, ethnicity, special education status, or English Language Learner status; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; and any other information qualifying as “personally identifiable information” as defined in the Family and Educational Rights and Privacy Act (20 U.S.C. 1232g) and/or any applicable regulations promulgated thereunder, including but not limited to 34 C.F.R. Part 99 (together, “FERPA”); regardless of whether such information was disclosed prior to, concurrent with or subsequent to this Agreement. “Confidential Information” shall not include any information that is: (i) lawfully in the public domain at the time of receipt or which lawfully comes into the public domain thereafter through no act of the receiving party in breach of this Agreement, (ii) demonstrated to have been known to the receiving party prior to disclosure by or through the DOE, (iii) disclosed with the prior written approval of the DOE, (iv) demonstrated to have been independently developed by the Recipient without reference to the Confidential Information, (v) disclosed to the receiving party by a third party under conditions permitting such disclosure, without breach of this Agreement, and/or (vi) disclosed as required by court order, subpoena, other validly issued administrative or judicial notice or order and/or as a matter of applicable law, provided, however, that in the event disclosure is required of the receiving party under the provision of any law, lawfully-issued subpoena or court order, the receiving party will (a) promptly notify the DOE of the obligations to make such disclosure sufficiently in advance of the disclosure, if possible, to allow the DOE to seek a protective order or to comply with any reporting obligations under FERPA or any other law, and (b) disclose such Confidential Information only to the extent allowed under a protective order, if any, or necessary to comply with the law, lawfully-issued subpoena or court order. The Parties agree to hold Confidential Information in strict confidence. The Parties agree that such Confidential Information shall not be made available to any person organization, agency, or other entity, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction. The Parties agree to maintain the confidentiality of Confidential Information by using a reasonable degree of care, and using

at least the same degree of care that the Parties use to preserve the confidentiality of their own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Parties shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that DYCD or DOE, as applicable, provides advance notice to the other Party, in writing or by e-mail, that it intends to disclose such reports, information or data and the other Party does not respond in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

- B. Each Party agrees to notify the other Party within three (3) business days of the discovery of any breach of security as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Parties that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Party or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Party through which the breach occurred shall take reasonable steps to remediate the cause or causes of such breach, and provide written notice to the other Party of such steps.
- C. The Parties shall restrict access to Confidential Information to persons who have a legitimate work-related purpose to access such information. The Parties will instruct their officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.
- D. Each Party agree to hold all individually identifiable information obtained, learned or developed by the other Party confidential pursuant to applicable provisions of state and federal laws, including but not limited to FERPA, New York Education Law §2-d, and any applicable regulations promulgated thereunder.
- E. DYCD shall adhere to a data privacy and security plan, which complies with the City of New York Citywide Information Security Standards documents located at <https://www1.nyc.gov/site/doitt/business/it-security-requirements-vendors-contractors.page>, and shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Confidential Information. DYCD shall comply with the DOE Parents’ Bill of Rights for Data Privacy and Security, attached hereto as Appendix A.
- F. The Parties, and their officers, employees, and agents shall consult with and cooperate with each other, at any time either during or after completion or termination of this Agreement, on the content of any intended statement to the press or on the content any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable

under the circumstances. The Parties shall not issue any statement or submit any material for publication that includes confidential information as prohibited by this Article 9.

- G. At the request of either Party, the Parties shall return to each other any and all Confidential Information in the possession of the Parties or their subcontractors, except as required to retain under law. Any Confidential Information retained shall continue to be maintained in accordance with the requirements set forth in Article 7. The Parties shall confer with each other, in good faith, regarding any issues that arise from either Party retaining such Confidential Information.
- H. A breach of this Article 9 shall constitute a material breach of this Agreement for which either Party may terminate this Agreement pursuant to Article 2. Both Parties reserve any and all other rights and remedies in the event of unauthorized disclosure.

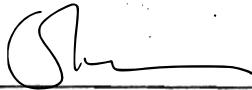
Article 10. MISCELLANEOUS

- A. This Agreement may be modified upon mutual agreement of the Parties as set forth in writing signed by the Parties. It may not be modified orally.
- B. If any provision contained in this MOU is held to be unenforceable by a court of law or equity, this MOU will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this MOU unenforceable.
- C. This MOU contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.
- D. This MOU may be executed in any number of electronic counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF NEW YORK
DEPARTMENT OF EDUCATION



Lawrence Pendergast
Deputy Chief Academic Officer
Division of Teaching & Learning

October 28, 2020

Date

CITY OF NEW YORK
DEPARTMENT OF EDUCATION



Christopher Caruso
Executive Director
Office of Community Schools

October 16, 2020

Date

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



Caroline Press
General Counsel

10/30/2020

Date

Appendix A

DOE Parents' Bill of Rights for Data Privacy and Security

Both state and federal laws protect the confidentiality of information about your child that identifies him or her. Such information, which includes student-specific data, is known as “personally identifiable information.” Under New York state’s education law, if you are a parent of a child in the New York City public school district (the NYC DOE), you have the following rights regarding the privacy and security of your child’s personally identifiable information and data.

- (1) Your child’s personally identifiable information cannot be sold or released for any commercial purposes.
- (2) If your child is under age 18, you have the right to inspect and review the complete contents of your child’s education records.
- (3) Safeguards must be in place to protect your child’s personally identifiable data when it is stored or transferred. These safeguards must meet industry standards and best practices. Examples of such safeguards include encryption, firewalls and password protection.
- (4) You have the right to make complaints about possible breaches of student data and to have such complaints addressed. Complaints to the SED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. Complaints to the NYC DOE should be directed via email to data-security@schools.nyc.gov, or in writing to the Office of the Chief Information Officer, the Division of Instructional and Information Technology, New York City Department of Education, 335 Adams Street, Brooklyn NY 11201.
- (5) You have additional rights as a parent, including additional privacy rights under federal law. They are found in the NYC DOE’s Parents’ Bill of Rights and Responsibilities, available here: <http://schools.nyc.gov/RulesPolicies/ParentBillofRights/default.htm>
- (6) You can find a complete list of all of the types of student data that the New York State Education Department (SED) collects at this web-link:
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>
You may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.