



**MEMORANDUM OF UNDERSTANDING AND
DATA SHARING AND PRIVACY AGREEMENT
BETWEEN**

**THE DISTRICT OF COLUMBIA PUBLIC CHARTER BOARD
AND**

URBAN ALLIANCE AND URBAN INSTITUTE AS AUTHORIZED REPRESENTATIVES

This Memorandum of Understanding and Data Sharing and Privacy Agreement is by and between the District of Columbia Public Charter Board (“PCSB”), Urban Alliance (UA), and The Urban Institute (UI). This Data Privacy Agreement (“Agreement”) is entered into by the PCSB, UA, and UI for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974, 20 U.S.C. § 1232g (“FERPA”) and any other relevant federal law. For purposes of this Agreement, “FERPA” includes 20 U.S.C. § 1232g, any reauthorization of or amendments thereto, and Part 99 of Title 34 of the Code of Federal Regulations.

SECTION 1: PARTIES

- 1.1 PCSB is a public charter school authorizer with oversight responsibility for public charter elementary and secondary institutions, authorized to maintain student information subject to FERPA, and may disclose such information as authorized by FERPA.
- 1.2 Urban Alliance (UA) is a not-for-profit organization providing high school seniors from Washington, DC, Baltimore, and Chicago with training and mentoring to help them successfully transition to higher education or employment after graduation. The year-long program consists of internship-readiness training, a ten-month internship and post-high school planning.
 - 1.2.1 UA’s evaluation activities are led by the Director of Evaluation, Daniel Tsin.
- 1.3 The Urban Institute (UI) is a not-for-profit research organization in Washington, D.C.
- 1.4 UI has contracted with UA to help evaluate its program. Their agreement is attached as Attachment 1. The evaluation project outlined in this agreement is referred to as “the Project,” in this agreement.
- 1.5 UI represents that the Project will be managed by Sara Edelstein.

SECTION 2: DEFINITIONS

- 2.1 Unless otherwise defined in this Agreement, all terms herein shall have the meaning ascribed to such terms by the Family Educational and Privacy Rights Act [Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 20-1232g], the U.S. Department of Education's implementing regulations [34 C.F.R. § 99 et seq.], and the Omnibus Act.
- 2.2 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 2.3 The term "Technical Data," as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- 2.4 The term "Computer Software," as used herein means computer programs and computer databases. "Computer Programs," as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- 2.5 The term "computer databases," as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

SECTION 3: DESCRIPTION OF THE PROJECT

- 3.1 DATA REQUIRED
- 3.1.1 UA and UI have contracted to provide services defined as program evaluation of UA ("Project").

- 3.1.1. Through the use of a random control experiment, UI will examine the program's impact on a number of indicators including high school graduation rates, college enrollment rates, and employment rates.
- 3.1.2 UI will track progress for youth who participated in the program in 2011-12 and 2012-13, note changes in their outcomes, and compare their trajectories over time to a control group. Some impact evaluation questions include: (a) Do UA-youth graduate high school at higher rates than non-UA youth in the control group? (b) Is the share of UA-youth who enroll in a college or an employment training program greater than it is for youth in the control group? (c) Are more UA- youth on track to complete a post-secondary degree, compared with youth in the control group? (d)Do UA-youth possess more job-readiness skills than control group youth?
- 3.1.3 Results from this study will not only assess the effectiveness of UA's program, but will also advance UA's replication potential to benefit youth nationwide.
- 3.1.4 To perform services for the Project, UA and UI will require access to confidential information, education records, and information that identifies particular individuals, including students. Student data required for the Project may include: names, addresses, family members, emergency contacts, attendance, behavior, discipline, grades, assessments, meals, demographics, special education status, language acquisition, student identification numbers, and other information necessary to improve instruction and school administration.
- 3.1.5 UA represents that it has received written consent for the data needed to complete the Project and will provide PCSB with documentation of this consent within 30 days of the execution of this agreement.
- 3.2 STUDENT- LEVEL DATA
 - 3.2.1 UA and UI require data from PCSB that includes student-level enrollment, assessment, and suspension data for 2012-2013 for all DC public charter school seniors that are part of the Project, including:
 - 3.2.1.1 Student Name (first and last)
 - 3.2.1.2 Student address
 - 3.2.1.3 Free/Reduced Lunch status
 - 3.2.1.4 English language learner status
 - 3.2.1.5 Special education status
 - 3.2.1.6 Race/Ethnicity

- 3.2.1.7 Attendance (by year)
- 3.2.1.8 Number of excused absences (by year)
- 3.2.1.9 Number of unexcused absences (by year)
- 3.2.1.10 Number of days tardy (by year)
- 3.2.1.11 Number of out-of-school suspensions (by year)
- 3.2.1.12 Other high schools attended
- 3.2.1.13 Exit codes (i.e., graduation, transfer – if applicable) and dates
- 3.2.3 UI will link data provided by PCSB with other Project data, including: UA application data, UA service delivery data, data on college enrollment from the National Student Clearinghouse, and data from surveys completed by students after completing the program. Data will only be linked using a study ID (a random number generated by UA and UI); personally identifying information will not be part of any linked datasets.
- 3.2.4 Data may be provided in a single file or multiple files. The following formats are acceptable to UI: Excel (.xls or .xlsx), comma delimited or fixed-width text files, SAS, SPSS, Stata, and Access. See Attachment B for instructions on transferring the data securely to UI.
- 3.3 SCOPE OF THE PROJECT
 - 3.3.1 UA and UI represents that the Project will be completed by January 31, 2015.
- 3.4 DATA CUSTODIANS
 - 3.4.1 The parties agree that the data shared pursuant to this agreement will be managed Director of Evaluation, Daniel Tsin for UA and Sara Edelstein, the Project’s Manager for UI.
 - 3.4.2 The parties also agree that the data received by UI from the PCBS may also be accessed by Mike Pergamit (Project Director), Brett Theodos (Project Director), and Rebecca Daniels (Project Assistant).

SECTION 4: FERPA

FERPA describes circumstances under which educational agencies such as PCSB are authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent. 34 CFR 99.31(a)(1)(i)(B) permits PCSB to share personally identifiable student information with a contractor to which it has outsourced institutional services or functions without seeking prior consent required by 34 CFR 99.30, if the contractor is under direct control of PCSB with respect to the use and maintenance of education records. As a contractor, UA and UI are under the direct control of PCSB with respect to the use and maintenance of the data required for the Project. The parties have agreed to comply with a Services Agreement that governs the use of student data to meet the specific ends of the Project.

SECTION 5: TERMS AND CONDITIONS

- 5.1 The following terms further specify the manner in which PCSB agrees to share data with UA and UI, subject to FERPA regulations:
- 5.2 UA and UI agree to:
 - 5.2.1 Be designated as authorized representatives of PCSB solely for the purpose of the evaluation of UA's program identified in Section 1.2, above.
 - 5.2.2. Only use the data PCSB will share, including students' personally identifiable information, for legitimate educational purposes.
 - 5.2.3 Use any and all personally identifiable data shared under this Agreement for no purpose other than the services authorized by the contract for the Project.
 - 5.2.4 Use reasonable methods to protect the data PCSB will share pursuant to this agreement, including students' personally identifiable information, from re-disclosure, and to not share this data with any other entity without prior written approval from PCSB.
 - 5.2.5 Ensure that their policies and procedures protect the data PCSB will share, including students' personally identifiable information, from further disclosure or unauthorized use.
 - 5.2.6 Require and maintain a confidentiality agreement with each employee, contractor or agent with access to data pursuant to this Agreement. The agreement will require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. Nothing in this paragraph authorizes sharing or allowing access to student data provided under this Agreement with any other entity for any purpose other than completing UA's and UI's work authorized by the contract for the Project.
 - 5.2.7 Protect and maintain all student data obtained or permitted access to pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained or permitted access to pursuant to this Agreement except as necessary to fulfill

the services described in the contract for the Project. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from UA or UI to any other institution or entity or unauthorized individual or agent.

5.2.8 Not to provide any student data obtained or permitted access to under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity under 34 C.F.R. § 99.31(a)(6)(iii). For the avoidance of doubt, Urban Alliance will provide data to PCSB as contemplated by the contract for the Project.

5.3 DESTRUCTION OF DATA

5.3.1 UA and UI shall destroy all data received from PCSB pursuant to this Agreement when within 12 months following the date of completion of the Project. UI will destroy electronic files in a secure manner using PGP-encryption software, and will shred any physical files. UA and UI agree to require all employees, contractors, or agents of any kind to comply with this provision.

5.3.2 UA and UI shall provide written verification of the destruction of all copies of the student data obtained under this Agreement to PCSB within five (5) business days of destroying the data.

5.3.3. Nothing in this agreement shall be construed to require UA or UI to destroy duplicative data or records that the UA and UI have legitimately received from a source other than PCSB.

5.4 Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

5.5 UA and UI represent that each is authorized to bind to the terms of this agreement, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

5.6 This Agreement takes effect only upon acceptance by authorized representatives of UA and UI by which that institution agrees to abide by its terms and return or destroy all student data covered by this Agreement 12 months following the date of publication of the final report of the Project.

- 5.7 This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until completion of the Project. The parties further understand that PCSB may cancel this Agreement at any time, upon reasonable notice. PCSB specifically reserves the right to cancel this Agreement should PCSB, in its sole discretion, determine that confidential student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by PCSB.
- 5.8 UA and UI understand that this agreement does not convey ownership of student data to either entity.
- 5.9 BREACH
- 5.9.1 In the event of a breach of this Agreement in the form of a disclosure of data that is not otherwise permissible pursuant to this Agreement, UA or UI shall notify PCSB of the breach within two (2) business days of the date on which UA or UI, respectively, becomes aware of the breach by e-mailing PCSB with a read receipt at fod@dcpcsb.org and with a copy by e-mail to Rashida Tyler, Senior Manager, School Quality and Accountability at rtyler@dcpcsb.org. PCSB may take any actions authorized it by law to remediate the breach, including, without limitation, termination of this Agreement and exclusion of UA and/or UI from future access to PCSB data.
- 5.9.2 UA and UI shall provide PCSB with the name and contact information for UA and UI employees who shall serve as PCSB's primary security contact and shall be available to assist PCSB twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Breach, defined in Section 5.8.1, above.
- 5.10 PUBLICATION OF INFORMATION
- 5.10.1 UA is authorized to publish data disclosed to UA and UI by PCSB in aggregate form, after all personally-identifiable student and parent information has been removed and/or de-identified. PCSB understands that UA and UI may use this data to publish a final report in the format described in this section on or before January 31, 2017 and that this report may remain on display and/or in circulation thereafter.
- 5.10.2 Prior to publicizing aggregate reports based on data received from PCSB, UA shall provide a copy of such aggregate report to PCSB. Upon receipt of an aggregate report from UA, PCSB shall have ten (10) business days to review the aggregate report for compliance with this Agreement. If PCSB determines that UA's aggregate report contains personally-identifiable student information, PCSB shall notify the UA in writing about the potential breach.

5.11 GOVERNING LAW

This Agreement, and any disputes arising out of or related to this Agreement, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

5.12 PCSB's Executive Director or his or her designee, the DC Inspector General, and the District of Columbia Auditor, and/or any of their duly authorized representatives shall, until three years after the completion of the Project payment, have the right to examine any directly pertinent books, documents, papers, and records of both UA and UI involving the data shared by PCSB pursuant to this Agreement.

Agreed to and accepted by:

Urban Alliance.



Daniel Tsin
Director of Evaluation

Agreed to and accepted by:

PCSB



Scott Pearson
Executive Director

Agreed to and accepted by:

Urban Institute.



Michael Peramit
Project Director



ATTACHMENT 1

AGREEMENT BETWEEN URBAN ALLIANCE AND URBAN INSTITUTE



Grant Agreement dated March 3, 2014

Lorraine C. Washington
Senior Contracts Administrator
Urban Institute
Office of Grants, Contracts and Pricing
2100 M Street, N.W.
Washington, DC 20037

Dear Ms. Washington:

I am pleased to inform you that the Urban Alliance is hereby awarding the Urban Institute a grant, for the fourth year of funding for the *Program Evaluation of Urban Alliance*, in the amount of \$318,884 (three hundred and eighteen thousand, eight hundred and eighty-four dollars and zero cents). This grant is made pursuant to a grant from the Urban Alliance based on a proposal developed on December 13, 2013, in collaboration with services of Brett Theodos, technical direction, Principal Investigator, the Urban Institute. Urban Alliance technical administrator assigned to this grant is Sean Segal, Chief Operating Officer.

TERM:

This grant is for the period commencing on February 1, 2014 and continues through January 31, 2015, for a period of 12 months. This grant represents guaranteed funding for the fourth year of the five year research evaluation. At the discretion of Urban Alliance, additional funding for the remaining year of the evaluation can be provided, but those funds are not promised by this contract.

TASKS:

TASK 1. SURVEY ADMINISTRATION/TRACKING

Youth outcomes will be collected directly from cohort 2 study participants in the fourth year of the UI evaluation (in summer 2014). The survey will be administered first as an online survey, then as a telephone survey, and if need be, with in-person follow-up. Youth in both treatment and control groups will be interviewed using the same protocol and survey modes, with a few additional UA participation specific questions added for treatment group members about their engagement in UA services. The survey will also collect information on employment, assets and debt, family circumstances, and hard and soft skills. The survey will also round out information we have about the youths' education data records missed by the National Student Clearinghouse—most notably by capturing enrollment in vocational training programs and colleges. The surveys will primarily be administered by an independent survey organization, SSRS (through subcontract). UI will provide oversight and management via weekly phone conversations with and written reports from the survey firm. An independent consultant will administer additional surveys in person to participants not reached by SSRS if needed to achieve a sufficient sample size.

TASK 2. DATA ANALYSIS

UI will analyze the results of the interim survey, which has collected (or in the case of cohort 2, will collect) information on employment, assets and debt, and other key outcomes. The focus of the analysis will be to describe the outcomes of Urban

Alliance students roughly one year after completing the program, and to compare these outcomes to members of the control group.

TASK 3. INTERIM REPORT

UI will begin drafting an interim report—the second of three in the impact study, following the baseline report. The report will likely be completed in year five of the study, but will be substantial work will be completed in year four. The report will detail the results of the interim survey. The report will describe the survey questions, explain UI's approach in measuring the effects of the Urban Alliance program, and review the findings of this analysis regarding the differences between the treatment and control groups.

Payment Schedule:

1. Payment No. 1: April 1, 2014 - \$159,442
2. Payment No. 2: October 1, 2014 - \$159,442

BUDGET:

A copy of the mutually agreed and approved budget, \$318,884, is attached, Exhibit A.

Non-liability:

Each party agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the other party, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the indemnifying party, its employees or agents, except to the extent that such claims, liabilities, losses and expenses arise from or in connection with any act or omission by the other party. Each party agrees to maintain, at its own expense, adequate insurance in any and all forms necessary to protect itself and, if necessary, the other party against all liabilities, losses, damages, claims, settlements, expenses and legal fees arising out or resulting from this project.

OWNERSHIP OF DOCUMENTS/INTELLECTUAL PROPERTY RIGHTS:

Rights in Technical Data and Copyright. The deliverables and other creative work of Grantee called for by this Agreement including, but not limited to, all written, graphic, audio, visual, and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media shall be deemed to be the sole property of the Urban Institute. Urban Alliance shall have unlimited rights to use, release to others, reproduce, distribute, or publish the Deliverables. Proper attribution is required. This section shall survive termination of this Agreement.

Proprietary Information. Urban Alliance and the Urban Institute acknowledge that in performing activities related to this grant, the parties may make available to each other or gain access to certain information deemed to be proprietary and confidential information ("Proprietary Information"). Such information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists, and technical and business information, and know-how of Urban Alliance and the Urban Institute. Both parties agree to safeguard and hold in strictest confidence all Proprietary Information, and agree not to disclose such Proprietary Information to unauthorized parties. The receiving party shall not use Proprietary Information from the other for any purpose other than that as required for the performance of activities under this grant.

The restrictions set forth in the foregoing provisions of this Condition shall not apply to information: (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

PATENTS AND COPYRIGHTS:

Urban Alliance grants the Urban Institute unrestricted rights to freely use, publish, produce and disseminate the research data under this grant agreement which best serve the Urban Institute's mission in 1) publishing and disseminating publicly results of externally funded research; and 2) able to use data developed or collected under this grant agreement for further analysis following the completion of this grant agreement.

GRANT NOTIFICATION:

All notifications or correspondence involving grant administration or financial matters, other than invoice submittal shall be addressed to the following:

GRANTOR:

Sean Segal
Chief Operating Officer
Urban Alliance
2030 Q Street NW
Washington, D.C. 20009
202.459.4306
ssegal@theurbanalliance.org

GRANTEE:

Lorraine C. Washington
Senior Contracts Administrator
Urban Institute
Office of Grants, Contracts and Pricing
2100 M Street, N.W.
Washington, DC 20037
Phone: (202) 261-5713
Fax: (202) 728-0231
Email: lwashing@urban.org

All correspondence of a technical nature shall be addressed to the following:

GRANTOR:

Sean Segal
Chief Operating Officer
Urban Alliance
2030 Q Street NW
Washington, D.C. 20009
202.459.4306
ssegal@theurbanalliance.org

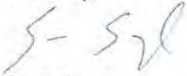
GRANTEE:

Brett Theodos
Senior Research Associate
Urban Institute
2100 M Street, N.W.
Washington, DC 20037
Phone: (202) 261-5865
Fax: (202) 872-9322 or 8154
Email: btheodos@urban.org

Terms and Conditions set forth in this grant letter are between Urban Alliance and the Urban Institute. By acceptance of this grant agreement, the Urban Institute comply with these grant terms.

If this grant is acceptable to the Urban Institute, please indicate by signing below.

Sincerely,



Sean Segal
Chief Operating Officer

Grant Acceptance:



Marcus L. Stevenson
Director of Grants, Contracts, Purchasing and Pricing
Urban Institute

3-18-14
(Date)

ATTACHMENT 2

Secure Data Transfer Guide

Data will be transferred through a secured FTP directly to the Urban Institute. Urban Institute will set up the SFTP and send instructions to PCSB.