

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
NASHVILLE PUBLIC LIBRARY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH
METROPOLITAN NASHVILLE PUBLIC SCHOOLS

This MEMORANDUM OF UNDERSTANDING is made and entered into this seventh day of April, 2016, by and between Nashville Public Library of the Metropolitan Government (hereinafter "NPL"), and Metropolitan Nashville Public Schools (hereinafter "MNPS").

The purpose of this agreement is to describe the means by which NPL and the MNPS shall collaborate in order to support and further the work of the Nashville After Zone Alliance (NAZA), which operates from within the Community Engagement Division of NPL. NAZA is an expanded learning system for the students of the schools of MNPS (collectively, "Metro Schools"), which operates after school and in the summer. It offers the After Zone and a Summer Zone.

- The After Zone is a coordinated network of afterschool providers that offer quality learning opportunities especially for Metro Schools' middle school students (grades five through eight) at no cost in safe and convenient locations across the county.
- The Summer Zone offers Nashville Scholars, a four-week summer academy for rising eighth through eleventh graders that supports the students' success in high school and beyond.

NAZA addresses barriers to student participation by working in collaboration with NPL and MNPS to:

- Offer coordinated outreach/recruitment so that Metro Schools' diverse students/families know about programs and how to enroll;
- Coordinate scheduling to make access as easy as possible for students and their families;
- Coordinate transportation and nutritious meals/snacks;
- Participate in the nationally-recognized Youth Program Quality Intervention to ensure that programs are high-quality and appealing enough to attract and retain student participants.

It is AGREED:

1. NPL will:

- a. Provide oversight and operational support for NAZA administrative activities, including the selection and hiring of NAZA administrative staff.
- b. Engage with the MNPS and Metro Schools' staff in strategic planning, direction setting, and resource sharing. In doing so, it shall:
 - i. Develop effective and wide-reaching communications and marketing strategies for students, families, schools, and the community-at-large;
 - ii. Develop creative strategies to identify, leverage, and fully utilize existing options related to:
 1. Transportation
 2. Meals/snacks
 3. Professional development
 4. Facilities and supplies;
 - iii. Design the processes related to the collection, monitoring, and entry of youth participation data and student surveys and other information used in the broad assessment and evaluation of NAZA programming and its overall effectiveness as a citywide system in accordance with the Data Exchange and Confidentiality Agreement, attached hereto as Attachment A;
 - iv. Create collaborative strategies for the NAZA-affiliated programs to support the instructional goals of Metro Schools and the literacy-related goals of NPL;

- v. Advocate for policies and funding that support NAZA at the local, state, and federal level, in collaboration with the MNPS Office of Extended Learning;
- vi. Develop, implement, and refine a continuous quality improvement cycle for all NAZA-affiliated program providers.
- c. Implement the procurement process with Metro Finance to select the After Zone Coordinating Agencies, which are responsible for program and partner oversight in their zone, and other vendors, and ensure contract compliance.
- d. Support enforcement of Metro Schools' safety and security practices, responses, and processes.
- e. Support MNPS in establishing and implementing clear on-going communications systems and structures between NPL and Metro Schools, and between school personnel and NAZA-affiliated providers.
- f. Consult with the MNPS and Metro Schools administrators in the naming of NAZA Leadership Council and Workgroup members.
- g. Accept additional responsibilities as negotiated during implementation and expansion of NAZA.

2. **MNPS, via the Director and staff, will:**

- a. Identify an executive administrator to serve as liaison to NAZA staff leadership and the Leadership Council.
- b. Engage the NPL and NAZA staff in strategic planning, direction setting, and resource sharing. In so doing, it shall:
 - i. Develop effective and wide-reaching communications and marketing strategies for students, families, schools, and the community-at-large;
 - ii. Develop creative strategies to identify, leverage, and fully utilize existing options related to:
 - 1. Transportation
 - 2. Meals/snacks
 - 3. Professional development
 - 4. Facilities and supplies;
 - iii. Design the processes related to the collection, monitoring, and entry of youth participation data, student surveys and other information used in the broad assessment and evaluation of NAZA programming and its overall effectiveness as a citywide system, in accordance with the Data Exchange and Confidentiality Agreement, attached hereto as Attachment A;
 - iv. Create collaborative strategies for the NAZA-affiliated programs to support the instructional goals of Metro Schools and the literacy-related goals of NPL;
 - v. Advocate for policies and funding that support NAZA at the local, state, and federal level, especially via the MNPS Office of Extended Learning;
 - vi. Support the implementation of a continuous quality improvement cycle for all NAZA-affiliated program providers.
- c. Participate in the selection process of NAZA Coordinating Agencies, which are responsible for program and partner oversight in their zone.
- d. Establish and communicate safety and security practices and responses for school-based NAZA partners.
- e. Support NPL in establishing and implementing clear on-going communications systems and structures between NPL and Metro Schools, and between school personnel and NAZA-affiliated providers.
 - i. Work with Metro School principals to identify and assign the most appropriate liaison to NAZA at each school.
- f. Consult with the NPL and NAZA administrators in the naming of NAZA Leadership Council and Workgroup members.
- g. Accept additional responsibilities as negotiated during implementation and expansion of NAZA.

3. **Terms of Agreement.** This agreement shall be effective per the specifications in Attachment B. This memorandum may be terminated by either party at any time and for any reason, upon thirty (30) days written notice.

4. **Non-Discrimination.** It is the policy of the Metropolitan Government Of Nashville and Davidson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, both parties certify and warrant they will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly all Contractors shall, upon request, be required to show proof of such nondiscrimination and to post, in conspicuous places, that are available to all employees and applicants, notices of nondiscrimination.

5. **Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of any applicable law, including but not limited to the Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C. § 1232g) and its implementing regulations, the Children's Online Privacy Protection Act of 1998 (15 U.S.C. § 6501-6506), and MNPS policy.

MNPS/NAZA MOU ATTACHMENT A: DATA EXCHANGE AND CONFIDENTIALITY AGREEMENT

This Data Exchange and Confidentiality Agreement ("Agreement") between Metropolitan Nashville Public Schools (hereinafter referred to as "MNPS") and the Nashville After Zone Alliance of Nashville Public Library and its out-of-school-time provider affiliates (hereinafter referred to as "NAZA") describes the means to be used by NAZA to ensure the confidentiality and security of information and data exchanged between MNPS and NAZA for the purposes stated below.

I. GENERAL TERMS

A. PURPOSE

- NAZA offers afterschool and summer academic and enrichment opportunities for MNPS students.
- NAZA desires to provide targeted services to meet the needs of individual students.
- NAZA has stated outcomes related to academic achievement as well as attendance and discipline improvements.
- MNPS collaborates with NAZA to develop programming, identify student participants, and share resources to maximize the impact of NAZA programming to benefit students.
- NAZA will obtain parental consent to receive personally identifiable data on individual students in order to be informed on the areas of need for the student.
- NAZA will use the student data to provide services to the students enrolled in NAZA programs.

B. NATURE OF DATA

- To further the achievement of the above stated purpose, MNPS will provide data from the MNPS student information system and the MNPS data warehouse to include data elements identified in Attachment A1.
- MNPS will only provide individual student data on students who are active in the NAZA program, and who have a parental consent to share data on file. MNPS shares the following student information with NAZA: demographics, attendance, discipline actions, grades and assessments, and IEP status.

C. TRANSFER OF DATA

- MNPS and NAZA shall use a secure, mutually agreed upon means and schedule for transferring confidential information between data systems. MNPS will create data extracts and validate the data.
- MNPS will generate NAZA dashboards and student lists and provide them to NAZA staff who deliver services directly to student enrolled in the program.

D. PERIOD OF AGREEMENT

This Agreement shall be effective per specifications in Attachment B, unless terminated earlier by either party pursuant to Section F.

E. NAZA RESPONSIBILITIES

- NAZA acknowledges that these data are confidential data and proprietary to MNPS, and agree to protect such information from unauthorized disclosures and comply with all applicable district, local, state, and federal confidentiality laws and regulations including but not limited to the Family Education Rights and Privacy Act (FERPA).
- NAZA will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
- NAZA shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential information statements of organizational policies and procedures for the protection and confidentiality of student data and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential student information.
- NAZA shall not assign this agreement or any portion thereof to a third party without the prior written consent of MNPS, and any attempted assignment without such prior written consent in violation of this section shall automatically terminate this agreement.
- NAZA will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
- NAZA agrees to obtain written approval from MNPS prior to engaging any subcontractors to perform any services requiring access to any confidential student information.
- NAZA shall use the data only for the purpose stated above.
- NAZA will not conduct any analyses using MNPS data or publish any findings obtained, without prior approval by an authorized MNPS representative. NAZA will not publish findings obtained using MNPS data without prior approval by an authorized MNPS representative.

F. TERMINATION

- This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
 - By NAZA or MNPS immediately in the event of a material breach of this Agreement by the other party.
 - By NAZA or MNPS upon 30 days notice to the other party.
- At the termination of this Agreement or upon written request of MNPS, whichever is earlier, NAZA shall return all confidential and/or sensitive information promptly and destroy all copies or derivations of the confidential and/or sensitive information utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY BY
AND THROUGH THE METROPOLITAN
BOARD OF PUBLIC EDUCATION:

APPROVED:

Digitally signed by
Sharon Ann Gentry
Chair, MBPE

RECOMMENDED:

Digitally signed by
Kevin S. Galt
Director of Purchasing, MNPS

Digitally signed by
Laura Roush
Department Head, MNPS

Digitally signed by
Fred Carr
Executive Staff Member, MNPS

APPROVED AS TO AVAILABILITY OF
FUNDS:

ACCOUNT NUMBER: N/A GG

Digitally signed by
[Signature]
Chief Financial Officer, MNPS

Digitally signed by
Talia Lopez-Rodriguez
Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Digitally signed by
Mark Murray
Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Digitally signed by
Sharon M. Hall

Date Filed: 4/7/2016

ATTACHMENT 1A: SPECIFIC DATA ELEMENTS

Elements sent from MNPS to NAZA

- Student Identifiers
 - School ID
 - School name
 - Student number
 - Last name
 - First name
 - Middle name
 - Preferred name
 - Birthdate
 - Gender
 - Grade level
 - Address
 - Phone number
- Program Information and student program enrollment
 - Program name
 - Session name
 - School ID
 - School name
 - Session teacher name
 - Session teacher birthdate
 - Session teacher email address
 - Student number
 - Student start date
 - Student end date
 - Student exit reason

Data shared with NAZA through MNPS reporting

- Attendance
 - Unexcused and tardy counts
 - Chronically absent students
 - Quarterly attendance rates by grade level
- Discipline
 - Students with 5+ ISS days
 - Students with 5+ OSS days
 - Expelled students
 - Remanded students
 - Top 10 offenses year to date
- Enrollment
 - # Entries distribution
- At-risk flags
- IEP data
 - Days until IEP eligibility reevaluation
 - Days until new IEP
- Demographics (subgroups summary)
 - Ethnicity
 - Gender
 - Grade level
 - SWD – Students with disabilities
 - ED – Economically disadvantaged
 - ELL – English Language Learners

- LEP -- Limited English Proficiency
- Grades
 - Quarterly percentage of students having at least 1 failing course grade
- Assessments (subject to change)
 - TCAP
 - DEA
- Program
 - Exit reason distribution

MNPS/NAZA MOU ATTACHMENT B: PERIOD OF AGREEMENT

This agreement shall be effective beginning April 7, 2016 through April 6, 2019, unless terminated earlier by either party pursuant to Section F of Attachment A. The effective dates of this agreement may be modified by written amendment subject to acceptance of both parties.