

**MEMORANDUM OF AGREEMENT
FOR STUDENT DATA SHARING**

BY AND BETWEEN

NEW HAVEN BOARD OF EDUCATION

AND

THIS MEMORANDUM OF AGREEMENT (the "Agreement") entered into on the ____ day of _____, _____(year), by and between the New Haven Board of Education (herein referred to as the "Board"), 54 Meadow Street, New Haven, CT 06519 and Name, Agency, Address _____ (herein referred to as the "Agency").

PURPOSE OF AGREEMENT

The purpose of this Agreement is to formalize the Agency’s support of the New Haven Public Schools (NHPS) School Change initiative by participating in Youth Stat and the sharing of individual student data, as set forth further, below.

Through a review of records, NHPS has identified students who may be able to benefit from the partnership between the New Haven Public Schools and various New Haven community agencies to help improve school attendance and performance, community engagement, and college and career readiness upon graduation from high school, and to reduce the number of students who drop out of school. In order to identify the resources that may be appropriate to help each student, NHPS will be reviewing student educational records in a confidential meeting setting, to be attended by the members of the New Haven School Change initiative.

The membership of the New Haven School Change multi-disciplinary team (“the Committee”, also known as “Youth Stat”) consists of appropriate staff from the New Haven Public Schools, the New Haven School Change initiative (including the City of New Haven, Office of the Mayor), and all or some of the following representative agencies: New Haven Housing Authority, Clifford Beers Clinic, Yale Child Study Center, Integrated Wellness Center, Cornell Scott Hill Health Center, Post Traumatic Stress Center, University of New Haven, Connecticut Department of Children and Families, New Haven Family Alliance, Connecticut Court Supported Services Division, including Juvenile Probation, Youth Continuum, and other prevention and community agencies. Each of these agencies has been asked to designate appropriate staff to serve on the Committee to review individual student cases and refer students to appropriate community resources on a case-by case basis. Additional agencies may be added to the Committee over the course of the initiative.

Data will only be provided on students whose parents have signed full consent forms to participate in this initiative with full disclosure regarding the release of student data elements, including names. Copies of signed consents will be provided to the District.

Information from a student's school records will stay with the Committee and will not be used by the individual agencies that make up the membership of the Committee for any purpose unless the student's parent or guardian (or student if over the age of 18) gives specific consent for release of the student's records to a specific community agency. Each participating partner will sign an Agreement with New Haven Public Schools requiring it to maintain the confidentiality of the student's information in accordance with these requirements.

Once the records are no longer needed by the Committee, they will be returned to the New Haven Public Schools, and any duplicates made shall be destroyed.

If community resources are identified as being appropriate to assist the student, the student's parent or guardian (or student if over the age of 18) will be asked to provide separate consent for the release of records and information needed to make that referral to the outside agency.

SCOPE OF SERVICE

To help improve school attendance and performance, community engagement, and college and career readiness upon graduation from high school through participation in YouthStat, including targeting the reduction of the school dropout rate and academic achievement gap, and supporting students, parents and families, access to certain student data is required.

Data Provided and Data Protection

NHPS hereby agrees to provide the Agency with the following data, on a monthly basis, until such Agency is no longer involved in Youth Stat. Access to the data will be limited to the Agency's Executive Director or his/her designee, and such data will only be shared within the Agency to Agency staff who are assigned to the Youth Stat program and have signed confidentiality statements on file. The personally identifiable information concerning the student's educational record may be shared and discussed within the Committee and amongst its members.

The data from a student's current and historical education records may include but need not be limited to academic, attendance and disciplinary history; cumulative records; test scores; coursework and grades; student success plans; health records; special education or Section 504 records; and confidential files including records or information from any school counselor or social worker.

Should a parent inform the NHPS of a change in any of the information set forth hereinabove, NHPS shall provide the modified information to the Agency within five (5) business days thereof.

Transfer of data to the Agency may be accomplished through electronic transfer to secure FTP sites. The Agency's project staff may also be given access to the data portals at the District data offices under strict monitoring by District data staff, if required, with requisite data downloaded directly to an encrypted, password protected flash drive for transport back to the Agency's office. These data will then be stored on a secure facility and deleted from transport device.

Every Agency employee, consultant, volunteer, and other staff with access to the data will be required to sign a Statement of Confidentiality.

The Agency agrees that any educational records received from NHPS are considered confidential student information protected by federal law, the Family Education Rights and Privacy Act (“FERPA”), (20 USC Sec. 1232g) and that student educational records received from NHPS will not be disclosed to any other person, agency or entity unless required to make such a disclosure under an applicable law or court order.

The Agency agrees to return or destroy any student educational records obtained from NHPS for the purposes of this initiative at the end of this Agreement or upon request by NHPS.

Use of Information

The Agency shall use NHPS student data to better support the students and families participating in the Youth Stat Initiative. The Agency hereby agrees that it shall not: (a) use NHPS data for any reason other than is set forth in this Agreement; (b) share NHPS data with any outside organization; and (c) release NHPS data in a way that may harm students or their families or breaches the confidentiality of the students.

Compliance with Rules and Regulations

During the Term of this Agreement, the Agency and NHPS shall comply with applicable law, rules and regulations relating to the use of the NHPS data as set forth in this Agreement, including such rules and regulations which may be established and /or modified by NHPS from time to time, and provided to the Agency in writing.

ACCEPTANCES AND APPROVALS

Superintendent, New Haven Public Schools

Date

Name
Title, Agency

Date

Statement of Confidentiality - Security Pledge for the Use of Confidential Data

I, _____, through my involvement with Youth Stat, will have access to the secure data provided by New Haven Public Schools as part of the work of the Youth Stat Committees. As part of the team working on this project, I understand that I have access to confidential information and use of data that are deemed confidential, personal, and private to New Haven Public Schools. I understand that access to this confidential data carries with it the responsibility to guard against unauthorized use and the possibility of unauthorized access or use. To treat information as confidential means not to divulge it to anyone who is not an approved Youth Stat Committee member, or to cause it to be accessible to anyone who is not such a member. Designation of Youth Stat Committee membership and approval for access to these data reside solely with _____. Transfer of any information by or to anyone other than myself, must be cleared through and approved by _____.

I understand that disclosing confidential information directly or allowing non-authorized access to such information may subject me to criminal prosecution and/or civil recovery.

I agree to fulfill my responsibilities on the Youth Stat Committees in accordance with the following guidelines:

1. I agree that I will never permit non-membership personnel to access these sensitive data, either electronically or in hard copy.
2. I agree that I will never attempt to contact individuals, families, or households outside the work of the Youth Stat Committees.
3. I agree that in the event an identity of an individual, family, or household is accessed by non-membership inadvertently, I will advise _____ of the incident and safeguard or destroy the information as directed by _____.

Youth Stat Committee Member:

Witness:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____