

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between The [REDACTED] School District (the "District"), with an address of [REDACTED] and Allegheny County Department of Human Services ("DHS"), with an address of 1 Smithfield Street, Pittsburgh, PA 15222.

WHEREAS, the School District wants to identify attributes and indicators for academic and behavioral successes or challenges, and

WHEREAS, identifying these attributes and indicators will enable the District and DHS to create and implement strategies and/or interventions to improve student aid programs and ultimately improve instruction and student performance, and

WHEREAS, a Blue Ribbon Commission identified Allegheny County Department of Human Services as an organization that is willing and able to conduct research on behalf of the District, and

WHEREAS, DHS has the capabilities to integrate student-level data with existing DHS data and identify attributes and indicators for academic and behavioral successes or challenges, and

WHEREAS, DHS has offered to perform services and carry out activities which, pursuant to the undertakings and terms of this MOU, qualifies it as an organization that conducts studies for, or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; and

WHEREAS, DHS will require access to educational records and/or personally identifiable information for the purpose of completing the services and research required by this MOU; and

WHEREAS, the School District requires this MOU including specific confidentiality provisions prior to the release of any educational records or personally identifiable information contained therein in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, and its implementing regulations at 34 CFR Part 99, as amended.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties to this MOU set forth the following as the terms and conditions of their understanding.

The District and DHS hereby agree as follows:

1. **Background.** The Allegheny County Department of Human Services (DHS) is responsible for providing and administering human services to county residents. DHS is dedicated to meeting these human services needs, most particularly to the county's most vulnerable populations, through an extensive range of prevention, early intervention, crisis management and after-care services provided through its program offices.

DHS services include: Programs serving the elderly, mental health services (includes 24-hour crisis counseling); drug and alcohol services; child protective services; at-risk child development and education; hunger services; emergency shelters and housing for the homeless; energy assistance; non-emergency medical transportation; job training and placement for youth and adults; and services for individuals with mental retardation and developmental disabilities.

The Allegheny County Department of Human Services serves approximately 230,000 people in Allegheny County per year. The population in the School District of \_\_\_\_\_ is made up of the following neighborhoods: \_\_\_\_\_. Living in this community are \_\_\_\_\_ residents. Approximately \_\_\_\_\_% are involved with one or more human service. Many are school-aged youth attending public school.

DHS and the District believe that sharing certain student data could be beneficial to the students and improve the services and student aid programs provided to students by both parties. DHS has agreed to conduct an action research study to identify attributes and indicators for academic and behavioral successes and challenges. The parties will examine the findings and reports issued by DHS during the term of this MOU, develop strategies utilizing the findings, and determining the benefit of that information and its effect on the administration of student aid programs and improving instruction.

This project acknowledges that both the District and DHS can better instruct and otherwise serve children and their families by sharing information. The goal is to inform operational issues with which both Parties struggle and to improve instruction while also improving aid and services available to the students.

2. **Term.** The term of this MOU shall commence on the date it is approved or ratified by the District's Board of Directors (the "Effective Date") and shall expire three calendar years afterwards on \_\_\_\_\_. The term may be extended by written mutual consent of the parties which written consent includes a scope of work referencing this MOU and setting forth the responsibilities of the parties.
3. **Scope of Work.**

### 3.1 **Responsibilities of DHS.**

- 3.1.1. **DHS as Legal Custodian.** DHS agrees to provide the District with identifying information for all students for whom Allegheny County serves as legal custodian and to participate in the education of those children as an active parent or guardian.

For the purposes of this agreement, Legal Custody refers to all students who are either placed pursuant to a court order or identified as adjudicated dependent in the Common Pleas Court Management System (CPCMS).

Identifying information includes Personal Identifiers (first name, last name, date of birth, gender, race, home address) and contact information for the student's primary Child Welfare Caseworker (first name, last name, phone number, email address, regional office, supervisor).

### 3.1.2 DHS serving Homeless Children

DHS agrees to provide the District with identifying information (first name, last name, date of birth, gender, race, home address) for all students who are identified as homeless by DHS using the HUD definition of homeless. Providing this data will assist students receive school supports as stated in the McKinney-Vento Homeless Assistance Act.

### 3.1.3 Action Research.

Statistical Analysis. DHS agrees to integrate student data into its existing data warehouse and generate analytical reports that provide the distributions of students receiving DHS services across the District. The analytical reports shall be de-identified aggregate reports. DHS shall identify attributes and indicators for academic and behavioral successes and challenges.

Critical Reflection. DHS shall present the analysis to all parties and together engage in careful examination of the data in an effort to develop effective strategies for improving both organizations' ways of working with children and families.

Action. DHS shall create, implement, and assess strategies developed through the statistical analysis and critical reflection phases. DHS shall work with the District to implement these strategies in schools and in the community.

3.1.4 Consent for Release of Records. DHS agrees to request parental consent from students receiving DHS services when the parties determine that additional intervention is needed and the student would benefit from direct collaboration between DHS and the District. The following release shall be requested:

- Consent for the School District to release education records to DHS; and
- Consent for DHS to release service data to the School District.

3.1.5 Juvenile Probation Office. DHS shall annually request a list of students who have withdrawn consent for the release of directory information on the District's annual Family Educational Rights and Privacy (FERPA) Notice. DHS may provide directory information to Juvenile Probation Office (JPO) on behalf of the District for any students that have not opted out. DHS may also release education records to JPO if the child is

adjudicated delinquent or upon receipt of written parental consent that complies with FERPA. DHS shall maintain the data and only disclose confidential education and/or student consent as applicable. DHS shall provide the District with a list of consent disclosures made each month, identifying the student by unique identifier and verify that DHS is in possession of a valid parental consent. DHS shall maintain a copy of the signed parental consent for the District and shall immediately produce a copy upon request by the district or parent.

DHS agrees to provide the District with directory information for all students for whom Allegheny County serves as the legal or physical custodian and to participate in the education of those children as an active parent or guardian. For the purposes of this agreement Legal Custody refers to all students who are identified as adjudicated delinquent and Physical custody refers to all students in out-of-home care. Directory information includes Personal Identifiers (first name, last name, date of birth, gender, race, home address and social security number) and contact information for the students' Juvenile Probation Officer (first name, last name, phone number and email address).

**3.2 Responsibilities of District.** In support of this initiative, the District agrees to:

3.2.1 Provide DHS with access to all directory information and education records for those students whom DHS is the legal custodian.

3.2.2 The District agrees to provide the following information for students enrolled in the School District:

- Personal Identifiers – first name, last name, date of birth, gender, race, home address, social security number, school and grade level
- Achievement – grade point average (if calculated), progress reports if indicating a failing grade
- Attendance – excused/unexcused absences, truancy filings, withdrawals and/or dropout
- Specialized Programming – Student Assistance Program, Special Education status (identified or not identified as a student receiving special education and related services or identified as receiving Gifted Education)
- Additional information as agreed upon by the parties.

3.2.3 The District shall provide directory information for all school age students residing in the School District of -----.

3.2.4 Action Research.

Critical Reflection. The District shall participate in the critical reflection phase of this action research project and work to identify strategies and interventions to improve student aid programs based on the information provided by DHS.

Action. The District shall create, implement, and work with DHS to assess strategies and interventions to improve student aid programs and improve instruction.

### 3.3 Confidentiality.

- 3.3.1 All student data provided by the District is considered to be confidential under this MOU as well as under the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g. *et seq.*, and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations.
- 3.3.2 All reports containing personally identifiable information generated as a result of this study shall also be confidential and shall not be released without the mutual consent of the parties unless otherwise required by law.
- 3.3.3 The parties hereby acknowledge and agree that unless otherwise specifically permitted by this MOU or DHS is the legal custodian, any confidential documents and/or data provided by the District or by DHS, shall not be disclosed, discussed or transferred to any third party not party to this MOU, and any student data or information provided to DHS shall only be disclosed to employees of DHS and District employees who are directly involved in the data integration study, or to other parties so long as no personally identifiable information is discernable. DHS agrees to execute any additional confidentiality agreement to enable implementation of this MOU.
- 3.3.4 Upon the expiration of this MOU, all student data and information that is not otherwise the legal property of DHS shall be either returned to the District or destroyed. DHS shall provide written verification that all copies of student data, information and documents, including electronic or other media versions, have been returned to the District or destroyed. DHS shall, however, be allowed to continue to possess aggregate numbers and statistics created based on student data which is used to measure the effectiveness of the data integration study.
- 3.3.5 DHS understands and agrees that should the District find that DHS has violated Section 3.3 or any of the applicable laws and regulations regarding confidentiality of student records, the District shall be entitled to immediately cease providing data for the program and shall be prohibited from permitting DHS access to information from education records for a period of not less than five (5) years.
- 3.3.6 District understands that DHS may need to conduct both qualitative and quantitative research to determine the effectiveness of its programs. Qualitative data could include surveys, interviews, and focus groups with

teachers, administrators, students, and/or parents. DHS agrees that all requests to conduct qualitative and quantitative research within the District shall be in accordance with the Protection of Pupil Rights Act (PPRA) (20 U.S.C. §1232h; 34 CFR Part 98) and the District's Internal Review Board (IRB) policy and administrative regulations. The District commits not to withhold permission for such additional research unreasonably and to create a streamlined process to expedite approval of such requests.

- 3.4 **Clearances.** DHS staff and DHS contractors that will have direct contact with students shall obtain and submit all clearances required by 24 P.S. §1-111 and 23 Pa.C.S. §§6354 *et seq.*
- 3.5 **District Contact.** Communications from DHS will be coordinated initially with the Deputy Superintendent or her designee. The Assistant Superintendent for Student Services shall be responsible for receiving all DHS data and DHS data and study reports.
4. **Community Stakeholders.** The parties agree to engage community stakeholders in the action phases of this research project. No confidential data will be released or discussed with third parties, but the parties may agree to disclose de-identified aggregate reports to support their initiatives and engage community stakeholders.
5. **Costs.** This joint venture shall not result in the transferring of funds from one entity to another. However, DHS agrees to provide technical assistance to the District to develop and effect the initial data extract. If the parties determine that additional staff or supports are necessary at any stage of this research project, DHS agrees to seek funding to support those needs.
6. **Intellectual Property.**
  - 6.1 **Copyright.** The District reserves copyright in all written and electronic materials developed by the District or District employees as a part of their employment with the District. District materials may not be copied or otherwise reproduced without the express written permission of the District. DHS reserves copyright in all written and electronic materials delivered and developed by DHS pursuant to this MOU, including materials developed by DHS with input from District staff.
  - 6.2 **Trademark and Trade Name.** This MOU does not give DHS any ownership rights or interest in District trade names or trademarks. This MOU does not give the District any ownership rights or interest in DHS trade name or trademarks.
  - 6.3 **Use of Name.** DHS shall obtain the District's consent prior to using the District's name in any report or publication.

7. **Evaluations.** The District reserves the right to evaluate the effectiveness of this MOU and the information provided by DHS as needed throughout the term of this MOU.
8. **Independent Contractors.** During the performance of this MOU, the employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. The District's employees who perform the obligations of the District hereunder shall be under the employment and ultimate control, management and supervision of District. DHS' employees or contractors who are to perform the services to be completed by DHS hereunder shall be under the employment and ultimate control, management and supervision of DHS. Nothing contained herein shall be construed to imply a joint venture, partnership or principal-agent relationship between the District and DHS, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
9. **Termination.** This MOU may be terminated by either party upon ninety (90) days written notice to the addresses set forth in Section 13.
10. **Entire Understanding.** This MOU constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
11. **Modification or Amendment.** There shall be no modifications or amendments of this MOU, except in writing, executed with the same formalities as this instrument.
12. **Conflict.** In the event of any conflict, ambiguity or inconsistency between this MOU and any other document which may be annexed hereto, the terms of this MOU shall govern.
13. **Notices.** Any notices and other communications provided hereunder shall be made or given hereunder by either party by facsimile or email as set forth below or delivered by hand or by mail to the party at the address set forth below:

FOR THE [REDACTED] SCHOOL DISTRICT:

Superintendent:

Address:

Phone:

Email:

Solicitor

Phone:

Fax:

Email:

FOR DHS:

Marc Cherna  
Allegheny County  
Department of Human Services  
1 Smithfield Street  
Pittsburgh, PA 15222  
Phone: 412-350-5705  
Fax: 412-350-4004  
Email: [marc.cherna@alleghenycounty.us](mailto:marc.cherna@alleghenycounty.us)

14. **Limitations on Liability.** In no event shall either party be liable to the other party under this MOU or to any third party for special, consequential, incidental, punitive or indirect damages, irrespective of whether such claims for damages are founded in contract, tort, warranty, operation of law, or otherwise, or whether claims for such liability arise out of the performance or non-performance by such party hereunder.
15. **Governing Law.** This MOU shall be construed to be made and interpreted under the laws of the Commonwealth of Pennsylvania and all disputes, claims or controversies arising under this MOU or the negotiations, validity or performance hereof for the transaction contemplated herein shall be construed under and governed by the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of law principles which would result in the application of the laws of any other jurisdiction.
17. **Severability.** If any portion of this MOU is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this MOU shall remain in effect.
18. **Headings.** The article and section headings in this MOU are for convenience of reference only and in no way define or limit the scope or content of the MOU or in any way effect its provisions.

IN WITNESS WHEREOF, the parties hereto set their hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**ALLEGHENY COUNTY  
DEPARTMENT OF HUMAN SERVICES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Marc Cherna, Director of the Department of  
Human Services

\_\_\_\_\_  
William McKain, County Manager

Approved as to Form Only:

By: \_\_\_\_\_

ATTEST:

**SCHOOL DISTRICT OF \_\_\_\_\_**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Board President

Approved as to Form Only:

Date of Board Approval: \_\_\_\_\_

By: \_\_\_\_\_  
Solicitor