

MEMORANDUM OF UNDERSTANDING
(INFORMATION SHARING AGREEMENT)
BY AND BETWEEN
THE UTAH DEPARTMENT OF HUMAN SERVICES, THE UTAH STATE OFFICE OF EDUCATION
AND THE UTAH JUVENILE COURT

Effective from September 15, 2014 through July 1, 2019

- A. Parties: This agreement is between the Department of Human Services (DHS), the Utah State Office of Education (USOE), and the Utah Juvenile Court.
- B. Purpose of the Memorandum of Understanding (MOU), GENERAL STATEMENT OF UNDERSTANDING:
1. The purpose of this agreement is for the agencies listed in this MOU, specifically DHS, USOE and the Utah Juvenile Court to share educational data to improve education outcomes for youth in the custody and/or guardianship of DHS, in the residential care of the Division of Juvenile Justice Services (DJJS), in the custody of the Division of Child and Family Services (DCFS), and/or under the jurisdiction of the Utah Juvenile Court. The undersigned understands the following general principles:
 - i. Various agencies within DHS may have custody and/or guardianship of school-aged children in accordance with Utah Code Annotated §53A-1-403;
 - ii. School-aged children may fall under the jurisdiction of the Utah Juvenile Court in accordance with Utah Code Annotated §78A-6-103;
 - iii. When DHS (or any of its divisions) serves as the legal custodian and/or guardian of a child who is a student, DHS, its custodial agencies, caseworkers, case managers or foster parents may inspect and review the child's education record and has the same standing as a parent would have under 20 U.S.C. § 1232g, or the Family Educational Rights and Privacy Act (FERPA). Additionally, the Utah Juvenile Court shall have access to educational records in accordance with the recent amendment to 20 U.S.C. § 1232g, under the Uninterrupted Scholars Act (USA);
 - iv. A DHS caseworker or case manager, Utah Juvenile Court probation officer, or other authorized Utah Juvenile Court employee, providing appropriate identification (such as a DHS employee identification photo identification card or court issued identification) may act as the designee for their respective agencies. In order to provide for the child's educational needs with as little disruption as possible, the employee should be allowed to review the child's education record as soon as possible, and requests for access should be processed as quickly as possible;
 - v. An agency may request educational records for children in the custody of DHS or under the Utah Juvenile Court's jurisdiction. The agencies may share this information via data transfers or system interfaces that meet the data security provisions outlined below provided that the education records, or the personally identifiable information contained in such records of the student will not be disclosed by such agency or organization, except to the individual entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
 - vi. For the purposes of this MOU, education record means the same as it does in 20 U.S.C. § 1232g (a)(4), and includes but is not limited to test results, grades, special education records, assessments, and attendance;
 - vii. For the purposes of this MOU, the term "school system" refers to any arm of the education system-individual schools, school districts, and/or personnel acting on behalf of the Board, consistent with 1232g (a)(3).

Background: Research has shown that one of the greatest barriers to education comes from agencies not transferring school records, which ultimately causes the youth to miss large portions of the school year, resulting in poor outcomes. The average length of time required to obtain records was reported to range between 40 and 82 days according to a monograph entitled "Addressing the Unmet Educational Needs of Children and Youth in the Juvenile Justice and Child Welfare Systems" (Leone & Weinberg 2010). In Utah, the same scenarios apply. Youth often have to wait weeks to be enrolled into schools because personnel have to track down records from previous schools. Furthermore, DHS employees or Utah Juvenile Court employees may not be aware of a youth receiving special education services because those records are kept separate from regular education records, and aren't always transferred when a youth comes into custody. This MOU will allow agencies to be able to share educational data to address some of these concerns. Furthermore, gathering and sharing across systems will allow these agencies to monitor whether appropriate services are being provided.

D. Legal Authority for sharing records: Authority for records sharing of educational information is provided in 20 U.S.C. § 1232g, which was amended on January 14, 2013, with the USA, and 20 U.S.C. § 1417(c), which apply to Parts B and C of the Individuals with Disabilities Education Act (IDEA) under the circumstances set forth under the amendment. Further guidance regarding the USA is provided by the U.S. Department of Education entitled "Guidance on the Amendments to the Family Educational Rights and Privacy Act by the Uninterrupted Scholars Act" (May 2014). Additionally, this MOU relies on Utah Code Annotated Subsection 63G-2-206(2) Government Records Access and Management Act (GRAMA) permitting private, protected, or controlled records to be provided to another governmental entity if it is necessary to the performance of that entity's duties and functions, will be used for a purpose similar to the purpose for which the information in the record was collected, and the public benefit outweighs the individual privacy right that protects the record.

E. Provisions of agreement:

1. Access to Data:

i. ACCESS BY THE DEPARTMENT OF HUMAN SERVICES and UTAH JUVENILE COURT TO INFORMATION CONTROLLED BY THE UTAH STATE OFFICE OF EDUCATION:

1. The parties to this MOU understand that the USOE currently maintains individual student data and student performance tests;
2. If the information concerns a student in the custody of DHS, the DHS employee is entitled to education records and/or personally identifiable information about a student without parental consent. A caseworker or other representative of a State or local child welfare agency is authorized to access a student's case plan, as defined in 20 U.S.C. § 1232g(b)(1)(L);
3. If a student is under the jurisdiction of the Utah Juvenile Court, DHS may share education records and/or personally identifiable information about a student with a Utah Juvenile Court employee engaged in addressing the student's education needs;
4. Agencies can share educational records at the agency level for youth in DHS custody, and those under the jurisdiction of the Utah Juvenile Court through system interfaces that meet the data security provisions outlined below.
5. The agencies or entities receiving student records will not re-disclose education records to third parties except as expressly provided in state law.

ii. ACCESS TO INFORMATION AT THE DISTRICT LOCAL EDUCATION AUTHORITY (LEA) LEVEL:

1. Pursuant to this MOU, when a student is in the custody of DHS, each LEA or school shall provide a DHS caseworker or designee, and/or Utah Juvenile Court employee, with the same education record that would be provided to a parent. This includes those records, files, documents, and other materials which contain information directly related to a student and are maintained in an educational agency or institution or by a person acting for such agency or institution. (20 U.S.C. §

1232g(a)(4)(A)). The USOE or LEAs may redact student records that contain information about students who are not the subject of the records requested by DHS as required by law;

2. Pursuant to this MOU, each school shall provide copies of a student's education record to the DHS designee, or Utah Juvenile Court employee upon written or electronic request accompanied by appropriate identification of the employee requesting the information. To the extent that the records can be shared electronically, this MOU contemplates electronic record sharing, digital, and telephonic communications record sharing;
3. Pursuant to this MOU, an education record shall be provided to a DHS caseworker, or designee as soon as possible, upon receipt of an appropriate request and the provision of appropriate identification.

iii. ACCESS BY THE UTAH STATE OFFICE OF EDUCATION:

1. Pursuant to this MOU, if available, DHS shall provide electronic or hard copy information needed for school enrollment as well as placement information of youth in DHS custody to USOE.

iv. YOUTH IN CUSTODY COORDINATION:

1. DHS shall provide information to the Youth in Custody (YIC) program, administered through the Utah State Office of Education, that will inform the YIC program about students who are in the custody of DHS;
2. DHS shall provide timely information to schools/LEAs in support of eligible DHS youth in care in order to meet the educational needs of the custodial school age population and to maintain a safe school environment for all students.
3. YIC students will be identified by their court case number or their student I.D.

F. Data Transfer:

1. Electronic data may be transferred in the following ways:
 - i. Through interfaces where the data is encrypted in transit and the connection is secure
 - ii. To a specific individual using a secure and encrypted FTP site that is password protected
2. Paper copies will only be given to individuals who show proper identification


G. Data Security:

1. The data will be stored in a password protected database or network location with encrypted drives and/or in the drives of password protected and encrypted workstations.
2. Paper and electronic files will be stored in a physically secure location. A physically secure location is a facility, an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the data and associated information systems in question. For FERPA data a physically secure location would be located behind barriers of entry, usually two locking doors (for example the data may be locked in a file room in a secured cabinet).
3. Only persons with proper authorization will be allowed to access shared data.
4. Educational records will not be re-disclosed and will not be used for any other purpose other than to improve educational stability unless there is a court order to do so. Additionally, this MOU relies on Utah Code Annotated Subsection 63G-2-206(2) Government Records Access and Management Act (GRAMA) permitting private, protected, or controlled records to be provided to another governmental entity if the requesting entity provides written assurance if it is necessary to the performance of that entity's duties and functions, will be used for a purpose similar to the purpose for which the information in the record was collected, and the public benefit outweighs the individual privacy right that protects the record.

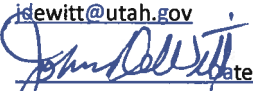
H. Points of Contact:

I. Data Contacts:


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Date 9-16-14

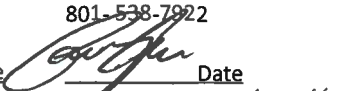
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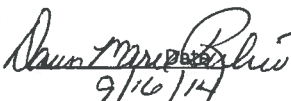
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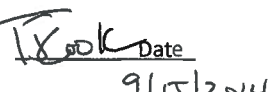
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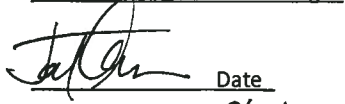
- I. Termination: This MOU is effective upon the signature of all parties, and shall continue until due date unless modified in writing by the mutual consent of both parties or terminated by either party upon 30 days prior written notice to the other party by certified or registered mail, return receipt requested. DHS-DCFS/DJJS may terminate this MOU without prior notice if deemed necessary because of a requirement of law or policy, upon determination by the Department that there has been a breach of system integrity or security or failure to comply with established procedures or legal requirements.

APPROVAL:

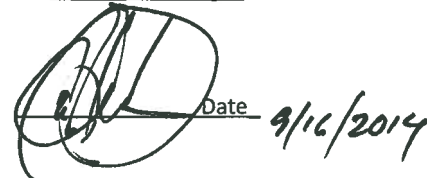
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