

MEMORANDUM OF UNDERSTANDING

Agreement between the Department of Children and Families ("DCF"), located at 505 Hudson Street, Hartford, Connecticut 06106 and the Connecticut State Board of Education ("CSBE"), located at 165 Capitol Avenue, Hartford, Connecticut 06106:

WHEREAS, it is in the mutual interests of the parties to ensure that the DCF has sufficient information by which to determine the educational progress for those children for whom the Commissioner of DCF is the guardian or statutory parent ("DCF children"); and

WHEREAS, DCF is required to collect, interpret and publish statistics relating to children and youth in the care and custody of the Commissioner of DCF pursuant to Connecticut General Statutes ("CGS") §17a-3(a)(5); and

WHEREAS, the Commissioner of DCF is required to provide or arrange for the provision of suitable education for every child under her supervision, either in public schools, special educational programs, private schools, educational programs within the institutions or facilities under her jurisdiction, or work and training programs otherwise provided by law pursuant to CGS §17a-6(1); and

WHEREAS, the Commissioner of DCF will need child-specific education data available for DCF children when determining whether it is in a child's best interests to remain in his/her "school of origin" pursuant to CGS §17a-16a; and

WHEREAS, the Commissioner of the State Department of Education ("SDE") is the chief administrative officer of the SDE and in that capacity administers, coordinates and supervises the activities of the SDE in accordance with the policies established by the CSBE, pursuant to CGS § 10-3a; and

WHEREAS, the CSBE, through the Commissioner of the SDE, must assess educational resources, staff, achievement, programs and curricula, student achievement and community involvement every five years, pursuant to CGS §10-4p(c)(3); and

WHEREAS, the SDE is required to create a public school information system into which all public school systems must place data concerning students and staff. One purpose of the system is to improve school-to-school and district-to-district information exchanges, and maintain the confidentiality of individual student and staff data pursuant to CGS §10-10a(b); and

WHEREAS, DCF wishes to ensure that it has education records concerning DCF children; and

WHEREAS, both agencies wish to increase the number of students who graduate from high school on time;

NOW THEREFORE, it is hereby understood and agreed by the parties that:

- 1) the Commissioner of DCF may receive confidential student information upon obtaining prior written consent of the parent, guardian or other adult having control of the child, 20 U.S.C. § 1232g (FERPA) and the regulations promulgated thereunder, 34 C.F.R. § 99.1 et seq.; and
- 2) representatives of the parties ("Representatives") will meet and determine how to provide DCF with access to education data concerning DCF children for whom such consent has been given;

- 3) Representatives also will identify the data points necessary for DCF to fulfill its responsibility to these DCF children; and
- 4) DCF shall provide documentation to the SDE demonstrating that DCF has the written consent of a parent, legal guardian, foster parent or other person with whom the child resides consistent with the requirements of 34 CFR 99.30 to access such child-specific education data.

CONFIDENTIALITY OF STUDENT INFORMATION: DCF acknowledges that the CSBE and the SDE must fully comply with the requirements of FERPA. Therefore, the CSBE reserves the right to refuse to disclose records which the CSBE or the SDE deems may violate the requirements of FERPA and its regulations. DCF agrees that it shall require its employees to maintain the confidentiality of all information contained within student records provided by the SDE. The DCF shall not further disclose confidential student information, including information that could allow individual students to be identified, without prior written consent of the parent and notification to the SDE.

DESTRUCTION OF DATA: DCF agrees that it shall conform to the requirements of FERPA and its regulations regarding the destruction and redisclosure of student information. Representatives shall develop a method by which to notify the Commissioner of the SDE when DCF is no longer responsible for the care and custody of child or if the parent, guardian or adult having control of the child revokes his or her consent to disclosure. DCF shall destroy such information in compliance with the State Guidelines for the disposition of public records, and the parties shall determine an appropriate time period by which such destruction shall take place. The DCF shall provide the SDE with confirmation of the destruction of data.

CUSTODIAN OF DATA FOR DCF: DCF names the following individual as the custodian of SDE data for the DCF:

Beth Petroni,, Director of Information Technology
Department of Children and Families
505 Hudson Street, Hartford, CT 06106
Telephone: 860 560-5015860 Facsimile: 860-560-7082
beth.petroni@ct.gov

The SDE shall release information to the custodian, who shall be responsible for the transmitting all data and shall maintain a log or other record of data requested and received pursuant to this Agreement, including the return or destruction of data as required by this Agreement. The DCF agrees that it shall permit the SDE to review any records required by this Agreement within a reasonable period of time.

CUSTODIAN OF DATA FOR SDE: The SDE names the following individual as the custodian of data for the SDE.

Martin Rose, Bureau Chief
Bureau of Information Technology
State Department of Education
165 Capitol Avenue, Room 341
Hartford, CT 06106
(860) 713-6606
martin.rose@ct.gov

DCF shall provide all written requests for information and consent forms to the above-cited individual, unless otherwise directed by the SDE.

CONFIDENTIALITY OF DCF CLIENT INFORMATION: SDE acknowledges that DCF case-specific information is confidential pursuant to CGS §17a-28. Therefore, SDE will ensure that such information is securely held and will not further disclose such information except with the written permission of DCF.

DATA SECURITY: DCF shall maintain security provisions, as agreed upon by the SDE. DCF further agrees that SDE data will reside in secured DCF enterprise systems, servers, and/or databases. DCF shall ensure that such data will not be downloaded to individual user desktops or mobile devices, as provided in the Connecticut Department of Administrative Services' Policy on Security for Mobile Computing and Storage Devices.

STATUTORY AUTHORITY: The statutory authority for the CSBE to enter into this MOU is as follows: CGS §§ 4-5, 4-8. The statutory authority for DCF to enter into this MOU is as follows: CGS §17a-6.

MONITORING: The SDE reserves the right to monitor the DCF to affirm that the DCF has appropriate policies and practices in place to ensure the protection of confidential student information.

NOTIFICATION OF SECURITY BREACH: In the event of a data breach, the DCF shall notify the SDE, the parent, guardian or other person having control of the child within five (5) business days of discovery of such breach. If the SDE discovers a security breach with respect to confidential client information provided by the DCF, the SDE shall notify the DCF, the parent, guardian or individual having control of the child within five (5) business days of discovering such breach. The SDE reserves the right to immediately suspend data exchanges between the parties until the DCF can demonstrate that it has remedied the cause.

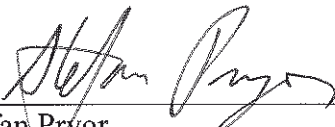
CANCELLATION: This MOU shall remain in full force and effect, unless cancelled by either DCF or the CSBE with fifteen (15) days written notice to the other party.

AMENDMENTS: Revisions to the MOU's objectives, services or plan must be approved in writing by DCF and the CSBE. A formal amendment, in writing, shall not be effective until executed by both parties to the Agreement.

ENTIRE AGREEMENT: This MOU contains the entire agreement and understanding between the parties as to the subject matter of this MOU, and it supersedes all prior agreements, representations, writings and discussions between the parties.

APPROVALS AND ACCEPTANCES

For the Connecticut State Board of Education:

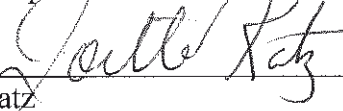


Stefan Pryor
Commissioner of Education

5/18/12

Date

For the Department of Children and Families:



Joette Katz
Commissioner of Children and Families

5/20/12

Date