



MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding (hereinafter referred to as “MOU” or “Agreement”), between the Michigan Department of Health and Human Services (hereinafter referred to as DHHS or MDHHS) and the XXXXX School District (hereinafter referred to as [XXX]), sets forth the roles and responsibilities for DHHS to provide services through the Pathways to Potential Program (hereinafter referred to as the Program or P2P) at agreed-upon school sites throughout the District.

1. Participating school site(s): (list)
2. The addition of school sites to this agreement is contingent upon discussion with the county MDHHS Director, the availability of Pathways to Potential staff, and the verified need within the desired school site(s).

Pathways to Potential, through DHHS, places a qualified worker (referred to as a Success Coach) in the school to work directly with families and students to improve educational success. The Success Coach measures and reports impact to the state legislature regarding three specific goals:

1. reduced chronic absenteeism;
2. reduced grade retentions; and
3. improved graduation rates.

Pathways to Potential functions as a resource to build on other services and professional partners within the school setting. No Pathways to Potential service should replace or duplicate any existing resource within a school.

II. Program Overview

Pathways to Potential is a DHHS service delivery model that relies on three key concepts:

1. moving access to DHHS services closer to clients;
2. ensuring that service access results in improved client outcomes; and,
3. utilizing a state network approach to leverage state, school and community resources in a collaborative manner, to increase program effectiveness in serving students and families.

There are many life circumstances, referred to as the Social Determinants of Health, that interfere with students' ability to attend school and to benefit from free and appropriate public education. Teachers are often called upon to address a wide array of life circumstances affecting their students, but they have little time and few tools to do so. Many schools address this challenge by collaborating with an outside agency or program, such as Pathways to Potential, to address the underlying causes of absenteeism and barriers to learning. MDHHS Pathways to Potential Success Coaches work with school staff and administration to address these issues so that teachers have more time to focus on education. Working within the Multi-Tiered Systems of Support framework currently utilized by schools, Pathways to Potential has been recognized by MDE as a Tier I intervention.

Success Coaches do their work by:

- Collaborating with schools to support existing attendance programs.
- Working with a team at the school to proactively identify students at risk of chronic absenteeism and intervene to prevent the student from becoming chronically absent.
- Coordinating with existing resources at their assigned school such as McKinney-Vento, Title I, and Behavior Support.
- Leveraging their knowledge of public assistance programs to assist families in crisis.
- Seeking out a variety of programs and resources in the community that can be used to assist the family.

Success Coaches are employees of MDHHS, classified as Family Independence Specialists. As such they process requests and determine eligibility for Medicaid, Food Assistance (SNAP), Child Development and Care (CDC Block Grant), Family Independence Program (Michigan's TANF Block Grant program), State Emergency Relief (LIHEAP), Direct Support Services (TANF Block Grant), and State Disability Assistance. They also act as Case Managers for the individuals on their caseload.

Pathways to Potential Vision

Students and families in Michigan are connected to a network of supports, empowering them to pursue a pathway to their fullest potential.

Pathways to Potential Mission

Integrate Success Coaches in schools to collaborate with stakeholders and leverage state and community services to break down barriers to academic success, promote equity and provide families with pathways to their fullest potential.

Pathways to Potential Strategic Priorities

1. **Addressing Social Determinants of Health:** Addressing barriers to educational success related to physical health, mental health, safety, housing and homelessness, food insecurity, hygiene, employment, transportation, and clothing.

By coordinating with identified programs and resources in the community, Success Coaches help families navigate application processes, ensure open and ongoing communication, and engage in other activities in collaboration with existing supports at the school, to improve school attendance and student/family success.

2. **Keeping Kids in School and at Grade Level:** Addressing chronic absenteeism, grade repeats, graduations rates, and school discipline.

Through the Success Coach's focus on supporting students and families in school success, they work to reduce chronic absenteeism and grade retention, and enhance high school graduation rates. [XXX] and DHHS will work together to ensure that the program activities are implemented in concert with other key school or district initiatives and will identify shared outcome measures that partners will use to gauge progress.

3. **Data-Informed Decision-Making:** Using data to inform strategic decisions that improve the program and promote positive outcomes for students and families.

Data used to inform the work of the Success Coach includes:

- a. **DHHS Caseload data:** confidential data that the Success Coach accesses through MDHHS systems regarding an individual or family's access to and eligibility for state benefits.
- b. **CEPI data:** Provided publicly by the state of Michigan, CEPI data is compiled from school reporting and presented in the aggregate for the entire school. CEPI data informs P2P school selection for program participation, in consideration of district demographics and need indicators; and is used when monitoring a school's progress toward goals.
- c. **School Attendance Data:** information that a school voluntarily chooses to share with Success Coaches related to trends and issues that may be contributing to absenteeism, grade retention, or reduced graduation rates. (Success Coaches are no longer required to collect or report attendance data.)

III. Process

Three shared documents will be REQUIRED of the Success Coach and School, which shall be developed or updated at the commencement of this Agreement and at the beginning of each academic year thereafter: **School Attendance Plan, Success Coach Work Plan and Master Calendar.**

1. **Data Review:** Success Coach and their Mentor (MDHHS Supervisor) will meet with school personnel prior to beginning of school year and review previous aggregate CEPI data that does not contain FERPA protected personally identifiable information, along with the

schools' most recent aggregate attendance data (CEPI records, attendance and other data the school wishes to review with the Success Coach).

2. **Create School Attendance Plan defining Success Coach activities:** Identify three priority attendance-related activities that will involve the Success Coach, in addition to ongoing Social Determinants of Health (SDOH) supports.

Examples: targeted outreach to school-identified population to improve Count Day attendance; conduct a year-long, classroom-based, attendance recognition program; create a recognition program for students who improve their attendance (by some specific measure)

3. **Create a Master Calendar:** include dates of schoolwide activities that pertain to the work of the Success Coach such as relevant staff meetings, Count Days, and communication opportunities such as conferences, school open house, etc.

4. **Define the Success Coach work plan** for the year (with potential content), created by Success Coach and shared with school:

- a. Goals and Activities

- i. Individual student support/caseload (capacity).
- ii. School-wide/collective activities.
- iii. Strategies to address SDOH needs.
- iv. Meetings Success Coach will attend to stay connected to school issues and attendance trends.

- b. Impact/Measurements

- i. Improved attendance (define expectations.)
- ii. SDOH tracking – resources provided/connected.
- iii. Other needs being addressed in plan (examples: # of activities to attend; # of families to interact with; # of community partner resources to connect with school, etc.)

- c. Communication/data sharing – define agreements and process

- i. If the Success Coach is going to provide attendance recognition (e.g., class awards for improvement) - the school will agree to provide aggregate (non-personally identifiable) monthly attendance reports by class (how and when); what will Success Coach provide back to school?
- ii. What is the process for sharing attendance data of students for whom the P2P Information Release has been obtained?
- iii. Other non-FERPA protected information data to be shared.

Three ways the Success Coach may engage with students and families:

1. **Self Referral**

- a. School will provide notice to all families that the Success Coach is present at the school and available to assist with attendance-related issues and concerns by distributing the P2P Attendance Matters document (may include other communication material approved for this purpose by MDHHS Office of Communications) and making the P2P Information Release available.
- b. If a parent/guardian chooses to return the signed Information Release, then the approved information becomes available to the Success Coach.

- i. Success Coach will work with school to develop method of recording which parents have opted in.
- ii. If number of returned forms exceeds capacity of Success Coach, coach will work with school administration to prioritize students receiving support.
- c. Recommended practices:
 - i. Include P2P "Attendance Matters" flier and Information Release in families' "back to school" information packets and ask families to proactively sign and return.
 - ii. Success Coach will be present at school activities to interact with parents (kindergarten round-up, open houses, conferences, sports physicals, etc) and invite execution of Information Release.

2. School/Partner Referral

- a. School staff member or an authorized in-school service provider (such as Communities in Schools) can identify current or potential chronically absent student(s) who could benefit from Success Coach support.
 - i. Check to see if Information Release has already been received by school/Success Coach.
 - 1. If yes, student is referred to Success Coach and family contact is made by Success Coach.
 - 2. If no, School to send program information to family and request P2P Information Release. Upon receipt of signed release, a referral will be made to the Success Coach.
- b. If a parent/guardian chooses to return the signed Information Release, then the referral to a Success Coach is made and approved information become available.

3. Existing Success Coach relationships with students/families

- a. Success Coach continues relationships with students at school already in P2P Client Log.
- b. Success Coach works with any youth/families already in MDHHS caseload, at that school, if known.
- c. Referrals can also be made in this manner through Child Welfare workers (existing MDHHS clients) to provide support to the family and promote positive outcomes.
- d. In all existing relationships, the Success Coach must obtain a signed P2P Information Release to allow the school to share individual attendance data or other protected personally identifiable information for such students with the Success Coach.

IV. Term

This Agreement is effective for three academic years: from the date of execution until June 30, three years in the future.

- a. The Agreement will be reviewed annually by representatives of the parties to ensure all parties are aware of their roles and responsibilities.

- i. Review should occur no later than May 31 of the current school year, to ensure agreement for the upcoming school year.
 - 1. Continued agreement shall be documented via email, submitted by both parties to MDHHS-PathwaystoPotential@michigan.gov.
- ii. Amendments to the agreement will require a new MOU to be signed.
- b. The Agreement will be renewed every three years, effective July 1 of the upcoming academic year.
 - i. Execution date of this agreement is the date signed
 - ii. Termination date of this agreement: June 30 of then-current academic year, three years beyond signing, unless terminated in advance.

V. Notices

All notices required under this MOU must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to DHHS:		If to the [XXX]:	
Name	Robin Lynn Grinnell Community and Education Resources Manager Bureau of Community Services State of Michigan	Name	, [XXX]
Street Address	235 S. Grand Ave., 1106	Street Address	
City, State, Zip	Lansing, MI, 48933	City, State, Zip	
Phone	(517) 241-4040	Phone	
Email	MDDHS- PathwaystoPotential@michigan.gov	Email	

VI. [XXX] Responsibilities

- A. [XXX] shall give DHHS not less than 30 days written notice to vacate the premises or relocate within or outside a building.
- B. [XXX] will be responsible for the cost and administration of the following, as deemed necessary by [XXX]:
 - a. Fingerprinting and background checks beyond those conducted by MDHHS upon the employee's hire;

- b. Any training related to student interaction required by the school for non-teaching staff or service providers.
- C. [XXX] shall provide to DHHS rules, regulations, procedures and related policies to which Success Coach are expected to adhere. Failure to provide hardcopies of these materials does not serve as a waiver of the requirement that the Success Coach adhere to all applicable school or district policies.
- D. [XXX] shall provide to the Success Coach within 5 business days from entry to the school, an introduction to the school, its staff, a tour of the building, school specific rules and procedures and other related information including information about parking and school safety measures.
- E. [XXX] shall provide the following:
 - a. A working office space for Success Coach which allows for confidential conversations;
 - i. office should include desk, chair, and bookshelf or storage cabinet
 - ii. If the school does not have office furniture available for Success Coach use, see Section VII C.
 - b. internet connectivity and active data jacks for equipment use;
 - c. use of telephone for participating students, parents and guardians to make contact with necessary resource providers.
- F. Within 14 days from entry into the school, [XXX] will communicate in writing the name of the Success Coach, his/her contact information, and the scope and intent of the program to all students and parents or guardians and to local school administration.
 - a. Success Coaches are provided by DHHS with standard communication and resource material templates for this purpose, which will be provided to the school for their distribution.
- G. [XXX] shall make certain that the principal(s) or his/her designee meet monthly, at a minimum, with the Success Coach to discuss program activities and progress.
- H. [XXX] shall designate one staff member as the primary contact person to monitor and serve as liaison to DHHS regarding the Program.
 - a. Concerns or questions regarding the Success Coach's performance should be directed to the staff person's DHHS designated supervisor or the DHHS County Director.
- I. [XXX] shall provide any additional training, at the district's cost, required for Success Coach interaction with students. Time required for such training will be discussed with the Success Coach and supervisor, and approved by the supervisor in advance, to ensure work expectations are appropriately met.

- J. Upon receipt of an Information Release signed by parent, guardian or emancipated minor, [XXX] shall permit Success Coach to participate in team meetings related to individual student attendance, needs and behaviors.

VII. DHHS Responsibilities

- A. Assign at least one (1) Success Coach, to each school participating in the Pathways to Potential Program
 - a. The initial school will be selected prior to entering this agreement.
 - b. This agreement includes all school buildings within the district hosting the Program.
 - c. School selection at Program onset and throughout the term of partnership will be made collaboratively by MDHHS County Office, Pathways to Potential Program Staff, and [XXX].
- B. Ensure that the Success Coach follow the rules of conduct, policies and procedures of the [XXX] while still enjoying the benefits and protections afforded under the Civil Service rules and their collective bargaining agreement, which can be found here: <https://www.michigan.gov/mdcs/rules-regs>

DHHS employees assigned to [XXX] will comply with the requirements of the Family Education Rights and Privacy Act (FERPA), as defined by federal statute, federal regulation, federal guidance, applicable caselaw and administrative rulings. An additional resource shall include training developed by the US Department of Education:

[FERPA 101: For Local Education Agencies | Protecting Student Privacy](#)
[FERPA 201: Data Sharing under FERPA | Protecting Student Privacy](#)

- C. Provide Success Coach with:
 - a. employee supervision;
 - b. desktop office supplies, including paper and printed materials;
 - c. one (1) lockable filing cabinet;
 - d. computer (one per worker);
 - e. VPN to access state systems;
 - f. multi- function unit (printer, copier, fax machine, scanner);
 - g. telephone instrument; and
 - h. if the school is unable, DHHS will provide each Success Coach with a modular work station including a desk, chair, file cabinet and storage.
 - i. *NOTE: State of Michigan modular workstations will be delivered and installed upon Success Coach assignment to the school and will be removed upon exit. We cannot guarantee that furniture can be relocated for school cleaning or reorganizing. County directors may address workstation needs through SOM Org Services. SOM does not provide furniture for lobbies or other common spaces within schools.*

Prior to the Success Coach's entry to the school, the Success Coach shall communicate to the principal or designated primary contact at the school, in writing, his/her name and contact information, and the name and contact information for his/her direct supervisor.

- D. In fulfilling their roles and responsibilities, the Success Coach will:
- a. Prepare parents to increase their participation in the student's educational experience.
 - b. Connect and facilitate access to resources for families/students attending the school.
 - c. Participate with school personnel to develop student action plans addressing issues that create barriers to school success.
 - d. Partner with school administration of [XXX] to reduce chronic absenteeism with the goal of improving student academic success while facilitating access to state and local resources to promote family self-sufficiency and success.

VIII. Release of Information

The DHS-175 (exhibit A) is the standard Information Release form used by Pathways to Potential, which is to be signed by a parent, legal guardian or emancipated minor in advance of the Success Coach and school sharing confidential information related to the student or family. Without an executed Information Release, personally identifiable information contained in student records shall not be disclosed to the Success Coach unless such information qualifies as directory information. Both Parties will keep copies of the signed Information Release form on file with the understanding that no information will be shared with any other third party.

IX. Termination

Each Party shall have the right to terminate this MOU by giving 30 days written notice to the other Party. If this MOU is terminated by either Party, both parties shall take all necessary steps to ensure that any prior obligation, project or activity already in progress is completed prior to the effective date of termination. Failure to so complete prior to the effective date of termination shall not delay termination unless mutually agreed by the parties. Upon termination all equipment shall be returned to the party that supplied it. For return of data upon termination, see section XII.B.3.

X. Amendment

This MOU may be modified or amended by written agreement between the parties.

XI. Data Sharing

- A. Signing this MOU does not grant [XXX] access to any State data (data obtained by DHHS pursuant to its providing assistance in services), including individual level data in the P2P Client Log, or any other system owned and operated by SOM that contains confidential and/or protected information. Aggregate level data from the Client Log is available to [XXX] upon request for use in communication to the public.
- B. DHHS employees assigned to [XXX] will comply with the requirements of the Family Education Rights and Privacy Act (FERPA) to protect [XXX] data from disclosure.
- C. At no time shall a Success Coach have access to CA-60 or Michigan Care Improvement Registry records.
- D. At no time shall SOM/DHHS personnel be connected to a school district network.
- E. Upon receipt of a signed Information Release from a parent/guardian or emancipated minor, the Success Coach and school administrator(s) may exchange individual student information as indicated in the signed release but such information shall only be used for legitimate educational purposes.
- F. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State or School District data, or the physical, technical, administrative, or organizational safeguards put in place by either party that relate to the protection of the security, confidentiality, or integrity of data, [XXX] (or designee) and MDHHS County Director (or designee) must, as applicable:
 - (a) notify the State and School District as soon as practicable but no later than twenty-four (24) hours after becoming aware of such occurrence;
 - (b) cooperate in the investigation of the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law;
 - (c) in the case of PII or PHI, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence;
 - (d) in the case of PII, if the data was compromised as a result of action by DHHS, DHHS shall provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals;

(e) perform or take any other actions required to comply with applicable law as a result of the occurrence;

(f) provide a detailed plan within 10 calendar days of the occurrence describing the measures that will be undertaken to prevent a future occurrence.

Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain at a minimum: name and contact information of an official representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps have been taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided.

This Section survives the termination of this MOU.

XII. Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential or privileged communication or data not intended to be disclosed to third parties. The provisions of this Section survive the termination of this MOU.

A. Meaning of Confidential Information. For the purposes of this MOU, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; (c) should reasonably be recognized as confidential information of the disclosing party; and (d) meets the definition of confidential student record information under state or federal law. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this MOU, in all cases and for all matters, both State MDHHS data and student education records that are subject to FERPA are deemed to be confidential information.

B. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of,

give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this MOU or to use such Confidential Information for any purposes whatsoever other than the performance of this MOU. The parties agree to advise and require their respective employees and agents of their obligations to keep all Confidential Information confidential.

- i. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MOU and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- ii. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of the non-breaching party, the immediate termination, without liability to the non-breaching party, of this MOU.
- iii. Surrender of Confidential Information upon Termination. Upon termination of this MOU, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, in the event that [XXX] submits a written request and obtains written approval from DHHS to access State Data (independent of this MOU), that [XXX] must return State Data to the State following the timeframe and procedure described in that independent grant of access. Should [XXX] or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

XIII. Data Privacy and Information Security In accordance with Section XI, [XXX] does not intend to access State Data.

In the event [XXX] submits a written request and obtains written approval from DHHS to access State Data (pursuant to this MOU), then the following provisions, A through E shall apply.

- A. Undertaking by [XXX]. Without limiting [XXX]'s obligation of confidentiality as further described, [XXX] is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of [XXX], if any, comply with all of the foregoing. In no case will the safeguards of [XXX]'s data privacy and information security program be less stringent than the safeguards used by the State, and [XXX] must at all times comply with all applicable State IT policies and standards, which are available to [XXX] upon request.
- B. Right of Audit by the State. Without limiting any other audit rights of the State and prior to grant of approval to [XXX], the State shall review [XXX]'s data privacy and information security program for compliance with the State's data privacy and information security program compliance prior to [XXX] receiving access to State Data and from time to time during the remaining term of this MOU.
- C. Audit Findings. [XXX] must implement any required safeguards as identified by the State or by any audit of [XXX]'s data privacy and information security program prior to receipt of State Data, or the request will be denied.
- D. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this MOU without limitation and without liability if the State determines that [XXX] fails or has failed to meet its obligations under this Section.
- E. Compliance with Laws. [XXX] must comply with all federal, state and local laws, rules and regulations.

XIII. Media Releases

News releases (including promotional literature and commercial advertisements), pertaining to the [XXX] Pathways to Potential activities, must not be made without prior written approval of both parties, and then only in accordance with the explicit written instructions of both parties. The State's contact for such releases is:

DHHS Office of Communications
517-373-7394
CommOffice@michigan.gov

[need [XXX]'s contact information]

XIV. Website Incorporation

Other than the school board policies of [XXX], the State is not bound by any content, policies or provisions on [XXX]'s website unless expressly incorporated directly into this MOU.

XV. Indemnification

Each party to this agreement must seek its own legal representation and bear its own costs including judgments in any litigation that may arise from performance of this agreement. The parties agree that neither party will indemnify the other party in litigation.

XVI. Authorized Signatory

The designated parties of the [XXX] and the DHHS, represent that each has the authority under law to execute, deliver and perform this MOU and to incur the obligations set forth herein, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or approvals required for execution of this MOU as of the date indicated below:

_____	_____
Date	XXXXX SCHOOL DISTRICT Title: Superintendent
_____	_____
Date	XXXXX SCHOOL DISTRICT Title: School Board President/Designee
_____	_____
Date	MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES Title: Department Director or Designee

SEE SEPARATE ATTACHMENT FOR REVISED INFORMATION RELEASE FORM