

MEMORANDUM OF AGREEMENT

Management and Operation of the Youth Brain Injury Program
between
Southeast Regional Resource Center, Alaska's Educational Resource Center
and Southeast Island School District

PARTIES

This Memorandum of Agreement is between Southeast Regional Resource Center ("SERRC") and the Southeast Island School District ("School District"). The Agreement lays out the roles and responsibilities of the two parties, as well as practices for proper handling of personally identifiable information under the Youth Brain Injury Program.

RECITALS

The purpose of this agreement is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), and to protect the overall privacy and security of student data, including Personally Identifiable Information (PII), hereafter referred to as "Student Information". A further purpose of this Agreement is to identify SERRC as an entity acting for the School District in its performance of functions that a School District employee otherwise would perform.

FERPA (§ 99.31(a)(1)(i)(B)) permits schools to outsource institutional services or functions that involve the disclosure of education records to contractors, consultants, volunteers, or other third parties provided that the outside party:

1. Performs an institutional service or function for which the agency or institution would otherwise use employees;
2. Is under the direct control of the agency or institution with respect to the use and maintenance of education records;
3. Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PII from education records; and
4. Meets the criteria specified in the school or local educational agency's (LEA's) annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records.

AGREEMENTS

SERRC hereby agrees that it shall maintain, in strict confidence and trust, all student information. Student information shall not be shared with any other resource or entity that is not specifically described in this agreement. SERRC shall take all reasonable steps to insure that no student information is disclosed to any person or entity except those who (a) are Authorized Representatives performing functions for the School District under the Agreement and have agreed to be bound by the terms of this agreement; (b) are Authorized Representatives of the School District, or (c) are entitled to such student information from SERRC pursuant to court order or federal and/or Alaska law.

SERRC may use student information to:

- Facilitate communication regarding student brain injury between medical personnel, juvenile justice facilities, authorized representatives, and the school district.
- Assist the school district with student supports through RTI, MTSS, PBIS, 504 planning, and/or the IEP process. This may include consultation on school reentry, evaluation, eligibility determination, accommodations, and necessary academic, behavioral, or social-emotional supports.
- Coordinate with families and students to offer individualized information and resources.

Additionally SERRC may:

- Provide training specific to brain injury to school staff, students, and families.
- Provide consultation and resources specific to brain injury to school staff and families.
- Assist in the development of site-specific brain injury response teams.
- Report outcome data.

The School District will:

- Work collaboratively to design and implement programming that addresses student academic, physical, social and emotional needs.
- Conduct additional assessments, as needed.
- Implement accommodations and provide supportive services, as needed.
- Appoint a person in each school to communicate with SERRC representatives.
- Provide feedback on the program to SERRC staff to guide improvement.

PROHIBITIONS

SERRC shall not engage in secondary use of student information. Student information shall only be used for the purposes intended and shall not be shared with other entities.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed by their duly authorized officers effective as of the date first written above.

FOR SERRC:

FOR SCHOOL DISTRICT:

Signature of Authorized Official & Date

Signature of Authorized Official & Date

Name and Title (print or type)

Rod Morrison, Superintendent

Name and Title (print or type)