Please request approval for the MOU between Houghton Mifflin Harcourt Company for the release of data between agencies. The data to be released is from our benchmark assessments to receive Lexile scores from Houghton Mifflin Harcourt Company. This is necessary for Marion County Schools to meet the requirements of the West Virginia Accountability System.
MEMORANDUM OF UNDERSTANDING BETWEEN MARION COUNTY SCHOOLS AND HOUGHTON MIFFLIN HARCOURT COMPANY

This Memorandum of Understanding (MOU) is made and entered into by and between Marion County Schools ("District") and Houghton Mifflin Harcourt Company ("Vendor") in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA) and its implementing regulations in 34 Code of Federal Regulations (C.F.R.) Part 99; the Protection of Pupil Rights Amendment (PPRA); the West Virginia Student Data Accessibility, Transparency, and Accountability (Student DATA) Act (West Virginia State Code §18-2-5h); 126 CSR 94, "Procedures for the Collection, Maintenance and Disclosure of Student Data," WVBE Policy 4350; and all other applicable state and federal regulations relating to school accountability and the privacy and security of student educational records and information.

BACKGROUND

West Virginia’s Constitution mandates that the state provide “for a thorough and efficient system of free schools” (Article XII). The WVBE, West Virginia Department of Education (WVDE), local districts, and schools undertake various initiatives to ensure that schools offer high-quality educational opportunities that meet the needs of all students. To this end, and in compliance with federal law, WVBE has established a statewide system of accountability and support for public schools to determine the extent to which schools are meeting students’ needs and to determine how best to provide support and assistance to schools. Education systems in West Virginia are also committed to ensuring secure, reliable, and efficient mechanisms for protecting and using student data in accordance with all applicable local, state, and federal statutes. Therefore, there exists a need to delineate the circumstances and conditions under which information about students can be shared by or on behalf of an education agency.

PURPOSE

The purpose of this MOU is to establish the processes, stipulations, and procedures concerning transfer, access, ownership, privacy and security of student data transferred by Vendor to WVDE on behalf of the District pursuant to requirements of the statewide system of accountability and support.

AUTHORIZATION TO PROVIDE INFORMATION

By entering into this agreement, the District acknowledges that Vendor is an authorized agent of the District working on behalf of the District to provide data transmission services in addition to other assessment services defined under separate agreement(s).

The District authorizes Vendor to act on its behalf, in compliance with all applicable privacy and confidentiality regulations, to transmit or provide specified data to WVDE for the purposes of accountability determinations and associated reporting. Specific data elements to be provided include the following required elements:

- District Identifiers (Name, 3-digit code specified by WVDE)
- School Identifiers (Name, 3-digit code specified by WVDE)
- Student ID (9-digit WV student identifier)
- Student Name (first, middle, last)
- Baseline Lexile and Quantile Equivalent Scores (1st administration of the year)
- Follow-up Lexile and Quantile Equivalent Scores (last administration of the year)
- Lexile and Quantile Gain Scores from Baseline to Follow-up
In cases where state-level contracts or memoranda of understanding and associated data access and security agreements exist (e.g., for statewide student assessments as required by 126 CSR 14, "West Virginia Measures of Academic Progress," WVBE Policy 2340), WVDE will act as the agent on behalf of all districts to transmit, receive, and protect information as defined in the executed agreements.

**DATA OWNERSHIP**

Ownership and accountability of and for student data reside within the school and district from which the information originates. The signing of this MOU in no way negates the school and district data ownership and responsibility for maintenance and security.

**SECURITY AND CONFIDENTIALITY OF DATA**

All parties hereby agree to the transfer of information in a manner that safeguards the confidentiality of personally identifiable information in students' education records as defined and stipulated by FERPA (20 U.S.C. §1232g), and its implementing regulations in 34 C.F.R. Part 99; the PPRA; the West Virginia Student DATA Act (W. Va. Code §18-2-5h), WVBE Policy 4350 and all other applicable state and federal regulations relating to the privacy and security of student educational records and information. All parties further agree to information transfers that respect the confidentiality of personally identifiable information in personnel records to the extent that such information is not subject to public review and inspection.

The confidentiality of any and all data transmitted pursuant to this MOU shall survive the termination or expiration of the MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the data processed, stored or transmitted under this MOU, all parties shall adhere to policies and procedures for data privacy, security, use, access, and applicable destruction methods as outlined in WVBE Policy 4350, the Student DATA Act, and the WVDE Data Access and Management Guidance. Furthermore, all parties agree to the implementation of data safeguards that will at minimum:

- limit access to data to those personnel explicitly authorized to have access under this or other existing agreements (e.g., contracts for assessment services);
- ensure that all data are maintained and transmitted in a secure manner that prevents interception, diversion, or other unauthorized access;
- ensure full compliance with applicable state and federal regulations related to the privacy and security of educational records and information;
- ensure that unauthorized access or data breeches are handled and reported appropriately as agreed upon by all agencies; and
- provide for documented assurances that data have been handled appropriately and in accordance with the District's directives, as requested by the District.

All methods employed are subject to review by District administrators and/or their designees, which may include WVDE employees.

All Vendor employees, officers, and agents who conduct or facilitate data transfers and the provision of information on behalf of District must acknowledge that they are aware of and will abide by the provisions of this MOU and applicable state and federal statutes relating to privacy (e.g., FERPA, the
Student DATA Act, WVBE Policy 4350). Such acknowledgement will be documented using the form appended to this agreement.

Vendor staff responsible for facilitating information transfer on behalf of the District shall not: (i) disclose any confidential information about individuals to any unauthorized third party; (ii) make any use of confidential information except to perform its obligations under this agreement and other signed agreements (e.g., contracts for assessment services); or (iii) make such confidential information available to any of its employees, officers or agents under its direct supervision except those individuals who have been authorized to use the information as a component of their project assignments. The term “unauthorized third party” for purposes of this agreement does not include employees, officers, or agents of the District or WVDE who are authorized to have access to the information. “Confidential information” shall include, but not necessarily be limited to, any and all personally identifiable student information, as that term is defined 34 C.F.R. § 99.3 and Policy 4350, § 4.1.o and confidential student information as that term is defined by W. Va. Code § 182-5h(b)(11) in disaggregated form.

MODIFICATION AND/OR AMENDMENTS
This MOU may be amended or modified with mutual consent from all parties. Any modifications or amendments shall be made in writing, clearly stating the modifications, additions or omissions and shall be signed and duly executed by authorized representatives from each agency prior to taking effect. The parties further agree to amend this MOU to the extent amendments are required by an applicable law, policy, or regulation issued by an appropriate regulatory authority.

DURATION OF AGREEMENT
This agreement shall take effect upon signing by all parties and shall continue in effect until any controlling agreements (e.g., contracts for assessment services) are canceled or until any party provides written notice of 30 days before termination. The District may, in its sole discretion, immediately suspend or terminate this agreement if Vendor violates the terms of the agreement regarding data security and confidentiality.

In the event that changes in either state or federal law or regulations occur which render performance illegal or void, this agreement will terminate immediately.

The agreement should be reviewed annually to ensure its continued need and accuracy.

AUTHORIZING SIGNATURES
Each person signing this MOU on behalf of their respective agency represents that he or she has authority to sign on behalf of the respective agency and therefore binds the respective agency to the stipulations expressed in this MOU.
Marion County Schools

Gary L. Price, Superintendent [or designee]

Houghton Mifflin Harcourt Company

Lisa Jacobson, Director, Business Desk
ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR PROTECTING INDIVIDUAL-LEVEL DATA

Pursuant to the signed memorandum of understanding between Marion County Schools and Houghton Mifflin Harcourt Company, I am considered an authorized agent of Marion County Schools, the local education agency responsible for maintaining and protecting the personnel records of employees and education records of students in the local public schools. I understand that, as part of my job-related duties, I may have access to individual-level information processed, stored, or managed by the school system. Such individual-level information is protected by state or federal law. Especially relevant to education data in West Virginia are: the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA) and its implementing regulations in 34 Code of Federal Regulations (C.F.R.) Part 99; the West Virginia Student Data Accessibility, Transparency, and Accountability (Student DATA) Act (West Virginia Code §18-2-5h), and other portions of W. Va. Code Chapter 18; West Virginia state laws governing employee compensation programs (e.g., W. Va. Code § 5-10B-12); West Virginia Board of Education (WVBE) Policy 4350 (Procedures for the Collection, Maintenance and Disclosure of Student Data), all other applicable state and federal regulations relating to the privacy and security of personnel and educational records and information; and the WVDE Data Access and Management Guidance.

By my signature below, I understand, acknowledge and agree that:

1. I have read and understand the memorandum of understanding authorizing my organization/agency to provide certain information on behalf of the school district.
2. The unauthorized disclosure, retention, or negligent handling of personally identifiable information about students and/or personnel could compromise the integrity of state-supported data systems; may cause damage to the reputation of local, regional, and state education agencies; impede operations; violates state and federal law; and may subject me or my agency to penalties or other actions as provided by law. Further, I am fully aware any breach I am responsible for may result in the immediate termination of the memorandum of understanding between my organization/agency and the district.
3. It is a violation of this agreement to read, copy, modify, delete, distribute or otherwise access individual-level information unless required to do so to complete my assigned duties.
4. I shall not discuss individual-level information processed, stored or managed by the local school district with anyone outside of the district unless required to do so to complete my assigned duties and the person with whom I am collaborating is authorized to view the information.
5. I will implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to, or disclosure of, individual-level information.
6. This Confidentiality and Nondisclosure Agreement remains in full force and effect after the conclusion, termination or expiration of my work with my organization/agency and my specific involvement in projects using individual-level data.
7. Violation of this agreement by me may personally lead to: loss of access privileges to applicable data systems, termination, and/or legal action.
8. A breach of the above obligations by me may require me to defend, indemnify, and hold harmless the local district from actual damages or losses that result from its breach. This includes attorneys’ fees and costs of suit.

My signature below attests that I fully understand and agree with the above statements, terms and conditions.

__________________________  ______________________
Signature                  Date
INVOICE

December 28, 2017

Marion County Schools
Attn: Scott Reider
1516 Mary Lou Retton Drive
Fairmont WV 26554

Title 126, Legislative Rule, Board of Education
Series 38, Public School Support for the Mountaineer Challenge Academy (2446)
Tuition Amount Due to Mountaineer Challenge Academy

December 2017 Graduating Class
Number of MCA Graduates Receiving HS Diplomas – 4
2017-2018 MCA Tuition Rate Per Pupil - $3009.83

Total Amount Due - $12039.32

Please make check or money order payable to West Virginia Adjutant General and remit to the following address:

WV Adjutant General
Attention: Torrie Williams
1703 Coonskin Drive
Charleston WV 25311

Payment is due within 30 days from receipt of this invoice.