

Aligning Education and Housing: Data Sharing Agreement Template

INTERACTIVE | MAY 1, 2016

SHARE:

CLPHA

We are pleased to share with you the following work product from the Council of Large Public Housing Authorities (CLPHA) as part of our *Housing Is* initiative, an effort to better intersect fields so they can more effectively help those they serve. This data sharing agreement template has been created in order to foster data sharing between housing and other sector organizations in order to improve efficiency, reduce duplication of efforts, and increase holistic care in order to improve educational and life outcomes for low-income children. This document draws upon existing and successfully implemented data sharing agreements between housing authorities and other organizations. It is designed to allow those who wish to engage in data sharing to have an easier place to start and reduce costly staff time. It is meant to allow for flexibility: inserting and deleting parts where indicated to fit specific community needs. This document tried to account for different types of data sharing and provide wording for those agreements.

We are immensely grateful to the Bill & Melinda Gates Foundation for supporting the creation of this template, and to the John D. and Catherine T. MacArthur Foundation for supporting the dissemination of and technical assistance for this template. This template was created with inspiration from housing authorities and partnerships across the country; we appreciate all of these communities' hard work and leadership in these efforts.

Disclaimer: This template is provided for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular issue or question. Use of this template, including its exhibits and attachments, does not create a relationship or any responsibilities between CLPHA and the user.

Note: if this Agreement will include more than two parties, you can either adjust this Agreement to reflect all Parties or have separate agreements between pairs (example: school, housing authority, and afterschool program).

DATA SHARING AGREEMENT

FOR [INSERT BRIEF EXPLANATION OF REASON TO SHARE DATA]

Example: Conducting research regarding evaluation of linked learning to improve instruction in public housing communities

This AGREEMENT (this “**Agreement**”) is entered into and effective _____ by and between the [name of housing authority], located at [address] (the “**Authority**” or “[**acronym for housing authority**]”) and [Education Organization] (the “[**acronym of organization**]”) located at [address]. The Authority and the Organization are collectively referred to as the “**Parties**.”

Note: “**Authority**” and “**Education Organization**” are used throughout, but may be replaced with an appropriate acronym or alternate term, as applicable.

BACKGROUND

[Insert a brief statement of your work and why it is important. Include why you wish to share data with all parties.]

Example 1: The purpose of this Agreement is to provide the Authority with data on public housing youth residing in the Authority’s properties to improve educational outcomes for youth in K-12 within the _____ School District. Specifically, the Authority seeks to determine how public housing students’ outcomes compare with those of non-public housing students.

Example 2: The Authority and [Education Organization] seek to cooperate with one another to share information that will further their abilities to serve the Authority’s residents who attend _____ School, and to facilitate authorized studies of data exchanged by the Parties hereto. For the purposes of this Agreement, “authorized studies” includes research of which both Parties are aware and share a mutual understanding and agreement that such research should be conducted. The purpose of this Agreement is to set forth the scope of the Parties’ responsibilities in sharing data to serve the purposes contained herein.

Example 3: Purpose of Data Sharing. The Authority and the [Education Organization] recognize that significant benefits to community families and students can be achieved by better preparing students for school, improving the learning of those students currently enrolled, and retaining all students enrolled through graduation.

The Authority will work with the [Education Organization] and its other partners to implement a coordinated approach to ensure low-income public housing children attending _____ have access to [examples: homework help and/or tutoring, technology supports, post-secondary and/or job training supports, clinical evaluative supports, truancy supports, and/or parental trainings and familial supports.]

Appendix A provides additional example language to establish your joint goals and reasons to share data.

Appendix B provides sample data categories.

Include the following paragraph only if the entities desire to share individual student data.

In order to allow individualized and collaborative assistance to families, each family will be asked to grant written consent for their student’s Personally Identifiable Information (as that term is defined in 20 U.S. § 1232g and 34 C.F.R. § 99.3) collected by [Education Organization] to be shared with the Authority (“**Written Consent**”). The Written Consent will comply with all requirements for release of student Personally Identifiable Information (“**Student Data**”) under the Family Educational Rights and Privacy Act (“**FERPA**”) and other federal privacy laws, as applicable. The sharing of student information and records will allow the Parties and their partners to reach collective goals.

Appendix C provides example Written Consent forms.

GOALS

This agreement has the following overriding goals:

A. Protect against unauthorized access to and disclosure of Student Data.

B. Enhance the ability of the Parties to improve academic achievement of the [Education Organization] by providing access to individual student records consistent with the requirements of the FERPA and only as authorized by prior written consent.

C.

Accurately measure the Parties' progress toward improving student outcomes and indicators, and meeting established targets and other goals, as mutually and/or separately defined.

D. Establish the terms and conditions for the sharing of Student Data which is necessary for the Parties and their partners to identify programs that may help each child, monitor and track individual student progress over time, assess program effectiveness, complete reporting requirements, program evaluations and research, and demonstrate the efficacy of collective impact.

AGREEMENT

NOW, THEREFORE, the Authority and the [Education Organization] mutually agree as follows:

For entities that wish to share individual student data continue here; for entities that wish to share general data or de-identified data replace Sections 1 (Obligations of the Authority) and 2 (Obligations of Education Organization) with the alternative sections from page 9.

1. Obligations of the Authority.

(a) The Authority agrees that all Student Data provided by the [Education Organization] under this Agreement will only be provided pursuant to a Written Consent by the family of each student, in conformity with the restrictions of the FERPA, other federal privacy laws and corresponding state laws, as applicable. The Authority shall provide the [Education Organization] with a list of the names and addresses for whom a Written Consent for the release of Student Data may be granted. This list will be vetted by [Education Organization] and provided back to the Authority for the purpose of collecting a Written Consent for each student. The list will include any restrictions on or exceptions to the Written Consent. The Written Consent shall comply with the FERPA and other federal privacy laws, as applicable, specifically the requirements of 34 C.F.R. § 99.30, and authorize [Education Organization] to release Student Data to the Authority. The Written Consent form shall be mutually agreed on by the Authority and the [Education Organization], and attached hereto as Exhibit A. The Authority shall maintain the Written Consents on file. The Authority shall provide copies of the Written Consents to [Education Organization] upon request.

(b) The Authority shall use the Student Data shared under this Agreement for no purpose other than the purposes stated in this Agreement and authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations. The Authority shall strictly comply with all state and federal laws that apply to the use and release of Student Data, including, but not limited to, the FERPA and its regulations, set forth at 34 C.F.R. § 99.

(c) The Authority shall restrict access to Student Data to: (i) the person or persons that provide direct services to the students; and (ii) the person or persons tasked with analyzing the Student Data, and the Authority shall make those persons aware of, and agree to abide by, the terms set forth in this Agreement. The Authority may only share Student Data with employees, service providers, contractors or agents of any kind who have signed a separate agreement with the Authority, requiring them to follow the FERPA, all applicable state and federal laws, and the terms of this Agreement. The Authority does not assume responsibility for any inappropriate release of Student Data by third parties and shall not be held liable for any such actions.

(d) The Authority shall not release or otherwise reveal, directly or indirectly, Student Data to any individual, agency, entity, or third party not included in this Agreement, except as provided herein, unless such disclosure is required by law or court order.

(e) The Authority shall not distribute, reprint, alter, sell, assign, edit, modify, or create derivative works or any ancillary materials from or with Student Data, other than publications permitted by the terms of this Agreement or agreed to in writing by the Parties.

(f) The Authority shall not use Student Data shared under this Agreement for any purpose other than the goals, purposes and projects outlined in this Agreement. Any additional use of Student Data, not within the scope of this Agreement, shall be approved in advance and in writing by the Parties. Nothing in the Agreement shall be construed to authorize the Authority to access additional data from [Education Organization] that is not included in the scope of this Agreement or any addenda. The Authority understands that this Agreement does not convey ownership of the Student Data to the Authority.

(g) The Authority shall comply with the [Education Organization]'s security specifications prior to receiving any electronic transfers of Student Data. The Authority shall take reasonable security precautions and protections to ensure that electronic transfers of Student Data are secure and that only persons authorized to access the Student Data are able to access the Student Data. Reasonable security precautions and protections include, but are not limited to: (i) creating, distributing, and implementing data governance policies and procedures, which protect Student Data through appropriate data security systems; (ii) encrypting all Student Data carried on mobile computers/devices; (iii) encrypting Student Data before it is transmitted electronically; (iv) requiring that Student Data users be uniquely identified and authenticated before accessing Student Data; (v) establishing and enforcing well-defined data privilege rights, which restrict users' access to Student Data necessary to perform their job functions; (vi) ensuring that all persons accessing Student Data sign a confidentiality agreement, and maintaining copies of the signed agreements; (vi) securing access to any physical areas and electronic devices where Student Data is stored; and (vii) installing anti-virus software to protect networks and a firewall to permit or deny network transmissions based upon a set of rules.

(h) The Authority shall report all known or suspected breaches of Student Data, in any format, to the [Education Organization] as soon as practicable, but within no more than 24 hours. The report shall include, as applicable: (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records); (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement has been contacted.

(i) The Authority shall securely and permanently destroy all Student Data, and any and all copies, physical and digital, thereof, when it is no longer necessary for the purposes of this Agreement or subsequent related agreements. The Authority agrees to document the methods used to destroy the Student Data, and provide certification to [Education Organization] that the Student Data has been destroyed.

(j) For purposes of this Agreement and ensuring the Authority's compliance with the terms of this Agreement and all applicable state and federal laws, the Authority designates [name of designee] as temporary custodian (the "**Temporary Custodian**") of the Student Data. [Education Organization] will release all Student Data under this Agreement to the Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all Student Data requests and maintaining a log or other record of all Student Data requested and received pursuant to the Agreement, including confirmation of the return or destruction of Student Data as described herein. Upon request by [Education Organization] or its agent, the Authority shall provide to [Education Organization] for review the records the Authority is required to keep under this Agreement, including, but not limited to, records for purposes of completing authorized audits of the Parties. The Authority may designate an alternate Temporary Custodian at any time by written notice to [Education Organization].

(k) The Authority has the right consistent with scientific standards, to present, publish, or use results gained in the course of their analysis, but only if the publication, presentation, or use does not include Student Data which may directly or indirectly identify parents, students, or teachers. Publications and reports of Student data, or data derived from Student Data, and other information shared, including preliminary descriptions and draft reports, shall involve only aggregate data. Student Data or other information that could lead to the identification of any student, parent, or teacher may not be used, except by prior written consent of the parent, student, or teacher for the purposes of such specific publication and/or report.

(i) The Authority shall provide [Education Organization], free of charge, a copy of any research report that is generated using the Student Data.

(ii) [Education Organization] must be cited as the source of the Student Data in all tables, reports, presentations, and scientific papers where relevant.

(1) The Authority acknowledges that any violation of this Agreement, the provisions of the FERPA and accompanying regulations, and/or other federal privacy laws related to the nondisclosure of protected Student Data constitutes just cause for [Education Organization] to immediately terminate this Agreement.

2. Obligations of [Education Organization]

(a) [Education Organization] recognizes that prior written consent is a permissible means to share Student Data under 4 C.F.R. § 99.30. During the term of this Agreement, [Education Organization] shall make available Student Data as defined in Appendix A through [Education Organization]'s data reports system or by secure file transfer.

(b) [Education Organization] shall securely and permanently destroy any data provided by the Authority (the "**Authority Data**") to the [Educational Organization], and any and all hard and soft (electronic) copies thereof, when it is no longer needed for the purposes of this Agreement or subsequent related agreements. [Education Organization] agrees to require all employees, contractors, or agents of any kind using the Authority Data to comply with this provision. [Education Organization] agrees to document the methods used to destroy the Authority Data, and provide certification to the Authority that the Authority Data has been destroyed.

(c) The [Education Organization] shall provide the Authority with information security specifications required to transmit Student Data and other information electronically.

(d) [Education organization] designates the [name of designee] (or an alternative designee specified in writing) ("**Designee**") as its liaison for all communications with the Authority regarding this Agreement. The [Education Organization] may designate an alternate Designee at any time by written notice to [Education Organization].

The following provisions apply to all Data Sharing Agreements (Personally Identifiable Information and general or de-identified data)

3. Term

This Agreement is effective from the date herein through [date or term chosen by the Parties].

4. Termination

[Education Organization] may terminate this Agreement upon 30 days prior written notice to the Authority, at any time, for any reason. In addition, [Education Organization] may terminate this Agreement at any time if it determines such action is necessary for the health, safety, or education of its students or staff. The Authority may terminate this Agreement, upon 30 days prior written notice to [Education Organization], at any time, for any reason.

5. Payment

[Parties may choose to agree upon a fee involved in this Agreement and should stipulate the conditions of such a fee here.]

6.

Indemnification

(a) The Authority agrees to the fullest extent permitted by law to hold harmless and indemnify [Education Organization], its agents, employees and board members from any liability, cost or expense including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by the Authority under this Agreement. The terms of this section shall survive termination of this Agreement.

(b) [Education Organization] agrees that to the fullest extent permitted by law to hold harmless and indemnify the Authority, their agents, employees and board members from any liability, cost or expense including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by [Education Organization] under this Agreement. The terms of this section shall survive termination of this Agreement.

7. Notice

All notices contemplated or required under this Agreement shall be in writing and delivered by hand or U.S. Mail as follows:

If to [acronym of education organization]:

[Name of Designee]

[Name of Organization]

[Address of Organization]

If to [acronym of housing authority]:

[Name of Temporary Custodian]

[Name of Organization]

[Address of Organization]

8. Miscellaneous Provisions

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

(b) Amendment. Modifications to this Agreement must be in writing and be signed by the Parties.

(c) Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the laws of the State of [state where both Parties are located]. The Parties agree that any judicial proceedings filed by the Parties regarding this Agreement will take place in [city, state where both Parties are located].

(d) Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

(e) Assignment. Neither Party shall assign its rights or responsibilities under this Agreement without written permission from the other Party.

(f) Non-Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

(g) Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which, when assembled together, shall constitute one and the same agreement and shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

(h) Debarment. [Education Organization], by executing this Agreement, warrants that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state, or federal department or agency).

(i) Conflict of Interest. The Authority represents that the Authority has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Authority. The Authority will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the [Education Organization] prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest. Should a conflict of interest issue arise, the Authority agrees to fully cooperate in any inquiry and to provide the [Education Organization] with all documents or other information reasonably necessary to enable the [Education Organization] to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to any other legal remedies available to the [Education Organization].

By signing below, each signatory represents that it has the authority to execute this Agreement.

For [Education Organization], only the [designee, e.g. Superintendent] is authorized to sign. For the Authority, only the Executive Director is authorized to sign.

[NAME OF HOUSING AUTHORITY]

[NAME OF EDUCATION ORGANIZATION]

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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Terms for Agreements that do not include Personally Identifiable Information

These terms replace the Obligations of the Authority and Obligations of the [Education Organization] sections in the above Agreement

1. Obligations of the Authority

(a)

The Authority shall comply with all FERPA and [state education law] provisions.

(b) The Authority shall use the data shared under this Agreement for no purpose other than those stated in this Agreement and authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations. The Authority agrees not to share the data received under this Agreement with any other entity except as provided by the terms of this Agreement. The Authority agrees to allow [Education Organization] access to any relevant Authority records for purposes of completing authorized audits of the Parties.

(c) The Authority shall require all employees, contractors, and agents of any kind to comply with all applicable provisions of the FERPA and other federal and state laws with respect to the data shared under this Agreement. The Authority agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement.

(d) The Authority shall maintain all data pursuant to this Agreement in a secure environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purposes of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the Authority to any other institution or entity.

(e) The Authority shall not disclose any data under this Agreement in a manner that could identify an individual student to any other entity.

(f) Although this Agreement does not intend to make personally identifiable student data available, should there be a point in the process where it is, the Authority shall destroy all personally identifiable data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes the Authority to maintain personally identifiable data beyond the time reasonably necessary to complete the purpose of the request. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). The Authority agrees to require all employees, contractors, or agents of any kind to comply with this provision.

(g) Consistent with the FERPA, the Authority shall retain a de-identified data set to conduct analysis for specific projects that have been approved in advance and in writing by [Education Organization].

(h) The Authority shall comply with the [Education Organization]'s information security specifications prior to receiving any electronic transfers of pupil record information. [Education Organization] may require the Authority to provide documentation of compliance prior to any transmittal. The Authority shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of all projects and the return or destruction of data as required by this Agreement. [Education Organization] may, upon request, review the records required to be kept under this section.

(i) For comparison between housing authority and non-housing authority students, The Authority shall provide [Education Organization] with the name, birthdate, and gender of students residing in public housing. The Authority is requesting de-identified student records and information for public housing and non-public housing students, including the following: [examples include: school information, grade level, gifted, special education placement category, language classification, birthdate, gender, ethnicity, free and reduced lunch, standardized test scores, state achievement tests, courses taken, course grades, GPA, credits attempted, credits earned, leave dates and codes, days enrolled, days attended, suspensions...]. The Authority is requesting this data for the [YEAR] school year.

2. Obligations of the [Education Organization]

(a)

The [Education Organization] shall provide de-identified data of student records and information for public housing and non-public housing students for the purposes of this Agreement in compliance with the FERPA and related [state education law] provisions.

(b) The [Education Organization] shall provide the Authority with information security specifications required to transmit student records and information electronically.

Appendix A

Sample Language

To better understand how students living in _____ Housing Authority sites attending the [name of education organization] are performing, where help is needed, and what strategies would meet the shared goals of the [name of education organization] and the Housing Authority, the Housing Authority and its consultants need to obtain and analyze student data maintained by the [name of education organization]. The Housing Authority's goals will be focused on these three outcomes or the steps leading to these outcomes including but not limited to:

- **School Readiness**—as measured by the kindergarten assessment and second grade assessments for proficiency by third grade
- **Academic Achievement and Reduction of the Academic Achievement Gap**—as measured by [state and grade-level assessments]
- **Dropout Reduction**—as measured by the number of students who stay in school and graduate

The Housing Authority and the [name of education organization] share a commitment to these goals and the greatest possible results for students. The Housing Authority and the [name of education organization] also recognize that a key part of measuring the effectiveness of any such program is the ability to track and verify results. The Housing Authority, with the assistance of the [name of education organization], will regularly review progress and make mid-course adjustments to programs.

2. Tracking Progress

Indicators such as those listed below may be tracked as evidence of progress, and will be cross analyzed by ethnicity, home language, country of origin, English proficiency, gender, and school of attendance:

- Progress on kindergarten assessments
- Progression on-time to the next grade level based on promotion/non-promotion or credits earned
- Increasing student attendance
- Reduction in student disciplinary actions
- Reduction in student school mobility
- Reduction in truancy
- Reduction in disproportionality in academic achievement
- Increasing of student success on one or more portions of state assessments required for graduation
- Increasing family involvement in student learning

The Initiatives developed by the Housing Authority include the tracking and verification of results as the key tool of program evaluation. Evaluation of programs may verify results in two ways:

- 1) Quality control and course correction.** Collecting timely information about program services, client, and outcomes will provide a capability to improve Housing Authority-funded programs to ensure they are getting the intended results. Periodic, in-depth analysis of funded programs will be conducted to provide direction for course correction.
- 2) Overall reporting of the results.** Annual reports will be provided to the [name of education organization] and Housing Authority identifying services provided and the key results.

In collaboration with the [name of education organization]’s Student Services and Assessment Offices or other relevant division, participant data will be periodically matched with student educational records, such as academic achievement data, to ensure that important milestones are met, and results are being realized. Outcomes for students served by Housing Authority-funded programs will be compared to outcomes for other non-identified [name of education organization] students with similar characteristics.

Program providers may also be required to collect and analyze more frequent data on the status of key performance measures. This approach will ensure that programs are on track toward achieving results.

Appendix B

Sample Data Categories

Category	Item
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Demographics	<ul style="list-style-type: none"> -Student ID -Name -Age -Current School -Current Grade -Grade at which student first entered district -Sex -Ethnicity/Race -Country of Origin -ELL Status -SPED Status -Gifted Status -Primary Language -Home Language -Phone Number -Living with Status -Projected Grad Year -One Track for High School Graduation -Student's self reported preschool or Head Start participation
Coursework	<ul style="list-style-type: none"> -Course subjects -Course Descriptions -Periods -Teacher Names -Interim and Final Grade Marks (including GPA per grading period and cumulative) -School Year -School Terms -School Exit Dates -Course Start Dates -Course End Dates -Credits Attempted -Credits Earned

State Assessment	<ul style="list-style-type: none"> -Subjects -State Test Name -School Year -Level -Student Growth Percentile -Scores on past or current state assessments -Kindergarten assessments
Attendance	<ul style="list-style-type: none"> -Dates Absent -Period Absent -Courses Absent -Absence Type -Reason -Attendance Rate
Discipline	<ul style="list-style-type: none"> -Dates Disciplined -Period Disciplined -Discipline Type -Reason

Appendix C

Sample Consent Forms

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Example 1:

Consent for the Release of Confidential Pupil Records to [name of housing authority]

This consent may be used by [acronym of housing authority] to obtain [TYPES OF DATA, see appendix B for a list of examples of types of data] of students residing in public housing, for the purpose of identifying and providing supportive services to help students improve their school performance. Parents/guardians must provide written consent before [name of education organization] can release such records. In addition, upon receipt of the records, [acronym of housing authority] is required to strictly maintain the confidentiality of the records.

_____	_____	_____
Last name of student	First name of student	Middle initial
_____	_____	_____
Address	School	Date of Birth

I give my consent to [name of education organization] to release to the [acronym of housing authority], the following student records (check all that apply):

- _____ [type of data]
- _____ [type of data]
- _____ [type of data]

I understand that these records will be used by the [acronym of housing authority] to develop strategies and services to help children improve [outcome of type of data].

I understand that I am not required to consent to the release of these confidential records and if I refuse to provide my consent my status in public housing will not be affected.

I understand that the records will not be used to adversely affect my status in public housing.

I understand that this consent is valid for one year from the date of my signature, unless I notify, in writing, [name of education organization] that I am withdrawing my consent.

_____	_____
PRINT NAME (Parent/Guardian)	Relationship to Child
_____	_____
Signature (Parent/Guardian)	Date Signed

Example 2:

[NAME OF HOUSING AUTHORITY] partners with a number of organizations to assist with addressing the needs of its residents, and particularly the needs of students residing in its housing. These partner organizations include, but are not limited to:

- [NAME OF SCHOOL OR DISTRICT]
- [NAME OF COMMUNITY BASED ORGANIZATION]
- [NAME OF EARLY LEARNING GROUP]
- [NAME OF GOVERNMENT DEPARTMENT like social services]

The partner organizations offer an array of services related to the following areas: educational services, including tutoring and afterschool services, mentoring, health, and other social services.

The consent below authorizes the [NAME OF HOUSING AUTHORITY] to provide to partner organizations portions of its computerized records that include personal identifying information regarding [ACRONYM OF HOUSING AUTHORITY] residents. With your signed consent below, [ACRONYM OF HOUSING AUTHORITY] will share the following authorized information with partner organizations: your name, age, address, income levels (for purposes of program eligibility and evaluation), household composition, educational level attained (i.e. High School Diploma, etc.), and similar data for the children listed in your household. [ACRONYM OF HOUSING AUTHORITY] will **NOT** share the following information with partner organizations: social security numbers, citizenship status, banking and credit information, and criminal background information. Authorized information may also be shared with employees, staff and volunteers of the partner organization. This will enable the partner organizations to identify and assign appropriate services to students.

If granted access, the partner organizations must maintain the confidentiality of the shared information, and not re-disclose the information to persons not identified in this Consent Form. The partner organizations are only permitted to access records of students who are in their own program and to the extent necessary to perform the organization's duties under the program. In addition, the partner organizations may share information about its program with [ACRONYM OF HOUSING AUTHORITY] employees, staff, and volunteers and other partners listed above in order to better serve students.

Confidential information may only be shared by [NAME OF HOUSING AUTHORITY] to the extent that the information is relevant to the participant's educational progress, safety, or well-being, except in the event of a grave medical emergency, where confidential information may be disclosed to facilitate medical care.

Your consent is required to allow the partner organizations to access your or your child's authorized information. Please indicate your consent below.

I have read the above and consent to all partners listed above, who serve [ACRONYM OF HOUSING AUTHORITY], to obtain, release, and exchange my information or my child's information, as received from [ACRONYM OF HOUSING AUTHORITY] employees, staff, and volunteers.

Resident/Parent/Guardian Name (print)

Names of Children (print)

Parent/Guardian Signature

Date

Phone Number

Parent/Guardian Email Address

Note: In addition to data sharing agreements, housing authorities and education partners may use waivers for individual parents where they will sign a consent form allowing access to individual student by student data in order to design and deliver support services to help their children succeed in school and increase their educational attainment. These waivers can also be shared at the County level with numerous other agencies and partners including non-profits and community agencies administering Head Start, SNAP, and many other social services. CLPHA encourages parties to broaden their definition of education partners to include more than just individual schools or districts, but also programs and services that are critical touch-points for education like early childhood programs such as Head Start. Waivers can be used to accomplish this, but data sharing agreements can also be forged and signed between those organizations.

Related Topics

[CLPHA \(/topic/clpha\)](/topic/clpha)[Data sharing \(/topic/data-sharing\)](/topic/data-sharing)[Education \(/topic/education\)](/topic/education)[Housing \(/topic/housing\)](/topic/housing)[Metrics \(/topic/metrics\)](/topic/metrics)[Partnerships \(/topic/partnerships\)](/topic/partnerships)

Related Resources

[Housing Is Working Group Event Calendar 2022-2023 \(/resource/housing-working-group\)](/resource/housing-working-group)

[Lessons from Networks for School Improvement: School Year 2020-2021 \(/resource/lessons-networks-school\)](/resource/lessons-networks-school)

[Toward a More Equitable Tomorrow: A Landscape Analysis of Early Childhood Leadership \(/resource/toward-more-equitable\)](/resource/toward-more-equitable)

[Equity is Quality and Quality is Equity: Operationalizing Equity in Quality Rating and Improvement Systems \(/resource/equity-quality-and\)](/resource/equity-quality-and)

[Housing Is Working Group Webinar: Program Sustainability \(/resource/housing-working-group-programmatic-sustainability\)](/resource/housing-working-group-programmatic-sustainability)

[CLPHA Housing Is Summit 2022: Deepening Community Impact Through Housing Authority and Library Partnerships \(/resource/clpha-housing-summit-2022-11\)](/resource/clpha-housing-summit-2022-11)

CLPHA Housing Is Summit 2022: Learnings from Cross Sector Partnership to Expand Supportive Housing
(/resource/clpha-housing-summit-2022-10)

CLPHA Housing Is Summit 2022: Building Economic Opportunity Through Health During the Pandemic and Beyond
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CLPHA Housing Is Summit 2022: Designing and Implementing Programs with Residents and Families at the Center
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