

**DATA SHARING AGREEMENT BETWEEN THE CAMDEN CITY SCHOOL DISTRICT  
AND THE CAMDEN COALITION OF HEALTHCARE PROVIDERS**

1. This Data Sharing Agreement ("Agreement") is made by and between the Camden Coalition of Healthcare Providers ("Coalition") and the Camden City School District ("District").
2. The terms of this Agreement shall commence on August 1, 2015 and end on July 30, 2016. This Agreement may be terminated by either party upon 30 days' advance written notice. The District may terminate this Agreement for cause, upon shorter than 30 days' advance written notice.
3. The Coalition shall comply with all applicable federal and state laws and regulations protecting the privacy of individuals, including Family Educational Rights Privacy Act ("FERPA"), 20 U.S.C. §1232g, et seq.; New Jersey student records access laws found at N.J.S.A. 18A:36-19; N.J.A.C. 6A:14-1.3; N.J.A.C. 6A:14-2.9; and N.J.A.C. 6A:32-7.1, et seq., and any other federal or state laws pertaining to student records. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable student information in a manner not allowed by state or federal law or regulation.
4. "Confidential Information" shall include any "personally identifiable student information", as that term is defined 34 C.F.R. § 99.3.
5. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential or Non-Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
6. The District may disclose Confidential and Non-Confidential Information to the Coalition for the purpose of carrying out an institutional service or function as described in paragraph 8. Further disclosure by the Coalition of any Confidential or Non-Confidential Information released to the Coalition by the District is prohibited.
7. The Coalition shall not: (i) disclose any Confidential or Non-Confidential Information to any unauthorized third party; (ii) make any use of Confidential or Non-Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential or Non-Confidential Information available to any of its employees, officers, or agents except those internal the Coalition employees who have been authorized by the Coalition to use the information as a component of their project assignment(s). The term "unauthorized third party" for purposes of this Agreement does not include employees, officers, or agents of the Camden City School District who are authorized to have access to the Confidential and Non-Confidential Information.

8. The Coalition agrees to use Confidential and Non-Confidential Information provided by the District only for the purpose of delivering the institutional services and functions of piloting the Camden Coalition's COACH framework to address chronic absenteeism within the school district. District data will be shared with the Camden Coalition to better understand the concentrations of absenteeism among students as well as the demographics and characteristics of chronically absent students. The Coalition will match District data with other administrative data sets to better understand the extent to which children and families with poor attendance also experience adverse health and criminal justice outcomes. Through preliminary data linkages and analysis, the Coalition and District will better understand the barriers and opportunities confronting these households to inform their collaborative efforts to pilot the COACH framework with chronically absent students and their families.

9. The Coalition understands that the Confidential Information is protected under state and federal law and agrees to immediately notify the District if any of the Confidential or Non-Confidential Information is disclosed, either intentionally or inadvertently.

10. The Coalition agrees to protect Confidential and Non-Confidential Information in such a manner that it will be disclosed only to the Coalition staff whose duties under this Agreement specifically require them to have access to the Confidential or Non-Confidential Information.

11. The Coalition and the District shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party. The Coalition's representative will be Dawn Wiest, Senior Manager for Research and Evaluations. The District's representatives will be Heather Cope, Deputy Chief Performance Officer, and Jessica Pierre-Louis, Manager of Research, Evaluation, and Reporting.

12. Upon request of the District, the Coalition shall agree to permit the District to review or shall provide written assurances to the District regarding the use of Confidential and Non-Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential and Non-Confidential Information and that there has been no further disclosure of the Confidential or Non-Confidential Information.

13. All Coalition employees, officers, and agents with access to the Confidential and Non-Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. The Coalition agrees to remove any person from performing work who has, or is suspected to have, violated the terms of this Agreement.

14. By disclosing Confidential and Non-Confidential Information to the Coalition, the District is in no way assigning ownership of the Confidential or Non-Confidential Information to the Coalition. Upon the termination of this Agreement for any reason, the Coalition shall immediately return all Confidential and Non-Confidential Information, including all copies, to

the District or destroy all Confidential and Non-Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. The Coalition will provide the District with affidavits to this effect.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. The Coalition understands that violation of this Agreement by the Coalition is cause for District to terminate this Contract immediately and could subject the Coalition to civil and criminal penalties.

By signing below, the parties represent that they have read the agreement and agree to be legally bound by its terms and conditions:

**Camden Coalition of Healthcare Providers**

**Camden City School District**

\_\_\_\_\_  
Jeffrey Brenner (Date)  
Executive Director

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Paymon Rouhanifard (Date)  
State District Superintendent