

**Memorandum of Understanding for Protection of Student Data in the  
Arlington Community Facilities Study**

THIS MEMORANDUM OF UNDERSTANDING FOR PROTECTION OF STUDENT DATA IN THE ARLINGTON COMMUNITY FACILITIES STUDY (hereinafter, "MOU") is entered into this 29 day of September, 2015, by and between the Superintendent, Arlington Public Schools ("APS") and the Acting Arlington County Manager ("County").

**Purpose:**

The purpose of this MOU is to describe the agreement between APS and County regarding the use of certain student data in connection with a portion of the joint Arlington Community Facility Study ("Facilities Study"), including the employment of Statistical Forecasting LLC ("Consultant") directly by APS to conduct a portion of the Facilities Study pertaining to analysis and recommendations regarding housing unit characteristics, and their relationship to student distribution and student generation.

County has entered into a contract, dated March 30, 2015 ("Study Contract") with Consultant to perform the Facilities Study. Under the Study Contract, Consultant conducted a "Phase I" review and evaluation of the County's methodologies to forecast population, housing units, households and employment. Under Amendment #1 to the Study Contract, Consultant will be conducting a "Phase II" study, which will involve four specified tasks to be performed by Consultant.

One of those four tasks under Phase II is to provide analysis and recommendations regarding housing unit characteristics, and their relationship to student distribution and student generation ("Task One"), in order to improve the student enrollment projections that APS currently performs itself. Performing the analysis and formulating the recommendations encompassed by Task One will require APS to provide to Consultant certain data protected by student data privacy laws, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g et seq ("FERPA").

This MOU governs the protection and use of individual student personally identifiable information<sup>1</sup> ("PII") under the aforementioned circumstances.

**Terms of Agreement:**

The parties agree as follows:

1. **Term.** The Term of this MOU will begin upon execution of this MOU by both parties, and will expire in twenty-four (24) months thereafter. Either party upon 30 days written notice to the other party may also terminate this MOU.
2. **Appointment of Consultant as Agent for Performing Task One.** The County shall appoint APS as the Project Officer for the limited purpose of managing the Consultant's work covered by Phase II, Task One, including but not limited to preparing the analyses of student data provided by APS and providing the County with recommendations based on the data analysis. The Consultant

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<sup>1</sup> Under FERPA, "personally identifiable information" is defined as the name of a student or family member, address, personal identifiers (e.g. social security numbers), indirect identifiers (e.g. date of birth), and other information whereby a "reasonable person in the school community" could identify the student. See 20 U.S.C. § 1232g.

shall be APS's agent for work performed under Phase II, Task One, and the County shall have no control or supervision over the Consultant for work performed under Phase II, Task One.

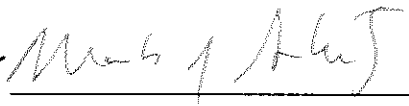
3. Scope. Within a reasonable time after execution of the Study Contract Amendment, APS shall provide the following student data ("Student Data") containing PII solely to the Consultant for the purpose of performing Task One:
  - a. *2015 School enrollment Data by Address*. APS staff will provide Student Data as of June 30, 2015, of students in Arlington by address. This Student Data is intended to represent the end of the 2014-15 school year. APS staff will geocode these students, and provide this data to Consultant with the following attributes:
    - i. Grade Level
    - ii. School Attendance Zone
    - iii. Property Parcel ID or Residential Complex ID
    - iv. Additional housing unit characteristics, including:
      1. Development Data
      2. Single Family Attached/Detached and Condo Real Estate Data
      3. Single Family Attached/Detached Renovations and Additions
      4. Rental Apartment information
  - b. *2010 School Enrollment Data by Address*. APS staff will provide Student Data as of June 30, 2010, of students in Arlington by address. This Student Data is intended to represent the end of the 2009-10 school year. APS staff will geocode these students, and provide this data to Consultant with the following attributes:
    - i. Grade Level
    - ii. School Attendance Zone
    - iii. Property Parcel ID or Residential Complex ID
    - iv. Additional housing unit characteristics, including:
      1. Development Data
      2. Single Family Attached/Detached and Condo Real Estate Data
      3. Single Family Attached/Detached Renovations and Additions
      4. Rental Apartment information
4. Student Data Privacy. APS and County acknowledge that Task One of the Facilities Study shall be conducted in a manner that fully complies with federal and state education privacy laws, including FERPA. APS and County will make every effort to protect PII from unauthorized disclosure. Accordingly, APS will share Student Data only with Consultant, and will not disclose or permit Consultant to disclose any Student Data to County unless and until such information has been sufficiently aggregated to remove all PII. The parties specifically confirm that all location-specific Student Data shall remain with Consultant and APS, and shall not be disclosed to County. For purposes hereof, the parties agree that PII aggregated in groups of ten (10) or more students meets this requirement. If the PII cannot be aggregated to meet this threshold, Consultant shall use a placeholder to indicate the insufficient aggregation of data for a particular statistical inquiry. In areas where the PII cannot be aggregated in groups of ten (10) or more students, the County may request that aggregated data be provided at a broader geographic level that meets the minimum ten student aggregation requirement.

5. Study Contract Amendment. Concurrently with this MOU, APS and County will enter into an amendment to the existing Study Contract with Consultant. The Amendment will incorporate at a minimum the following terms:
- The County shall appoint APS as its Project Officer for the limited purpose of managing the Consultant's work under Phase II, Task One.
  - APS shall appoint the Consultant, but not the County, as its agent for the limited purpose of preparing the analyses and recommendations encompassed within Task One. With respect to performance of the work encompassed by Task One, the Consultant shall operate exclusively under APS' direction and control.
  - APS shall provide Student Data solely to Consultant for the purpose of performing Study Contract Task One. Consultant shall undertake all necessary measures to safeguard the Student Data, and shall not disclose any PII to County or any other party. Consultant shall ensure that Student Data shall be aggregated into groups of ten (10) or more students in order to avoid the unintentional disclosure of PII. Any disclosure of Student Data by the Consultant to any party outside of APS shall first be reviewed and approved by APS.
  - Consultant shall submit invoices for work completed under Phase II, Task One to APS for approval. Upon approval and acceptance of the work, but no later than ten (10) business days from receipt of the invoice, unless the invoice requires corrections, APS shall forward the invoice to County for payment. If the invoice requires corrections, APS shall promptly forward invoice to County for payment once it has been corrected and accepted.
  - Upon the termination of the Study Contract, Consultant will return to APS all Student Data, and shall not retain any copy.
6. Other Communications Between Consultant and County. The parties acknowledge that this MOU is for the limited purpose of protecting Student Data containing PII. This MOU does not restrict communications between the Consultant and County in which no PII is being discussed or disclosed. Further, this MOU does not restrict the exchange of aggregated Student Data outside the scope of Task One, provided that such data must be aggregated into groups of at least ten (10) or more students to avoid the unintentional disclosure of PII.

Agreed:

  
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 Dr. Patrick K. Murphy                      Date

Superintendent, Arlington Public Schools

10-16-15  9/29/15  
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Mark J. Schwartz

Date

Acting Arlington County Manager