



CITY SCHOOL DISTRICT of ALBANY

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BOARD of EDUCATION

Anne Savage, President • Vickie Smith, Vice President • Jennifer Lange, Secretary
Damarise Alexander-Mann • Sridar Chittur, Ph.D. • Ellen Roach • Tabetha Wilson

Memorandum of Agreement

By and Between the City School District of Albany and Expressive Journeys LLC,

Expressive Journeys LLC, is requesting access to the student information management system (SCHOOLTOOL) for purposes of accessing student/family contact information.

Data Required

Access to digital student records for purposes of acquiring student phone number and parental contact information.

Agreement for Sharing of Data

This Agreement is entered into by the CITY SCHOOL DISTRICT OF ALBANY and Expressive Journeys LLC, for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The information will be used for research or evaluation at Expressive Journeys LLC, to conduct studies designed to improve instruction for children in the City School District of Albany.

This Agreement (MOA) is to ensure that the third-party vendor conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Agreement incorporates the Student Data Privacy Agreement, the Parents Bill of Rights for Data Security and Privacy, and the Third-Party Contractor Supplement.

The Family Educational Rights and Privacy Acts Statute (FERPA) describes circumstances under which Local Educational Agencies (LEAs) and the CITY SCHOOL DISTRICT OF ALBANY are authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent. Confidential information can be disclosed to organizations as stated in section II. 2. and is destroyed per section V.

Consistent with CITY SCHOOL DISTRICT OF ALBANY nomenclature, Expressive Journeys LLC agrees to ensure that all reports (using data from the National School Lunch Program) will use the terms "Economically Disadvantaged Students" as opposed to "Students that qualify for Free/Reduced Price meals" if the data are reported by sub-groups.

The following terms further specify the manner in which the CITY SCHOOL DISTRICT OF ALBANY agrees to share data with Expressive Journeys LLC,, subject to FERPA regulations:

I. PARTIES.

VISION STATEMENT

The City School District of Albany will be a district of excellence with caring relationships and engaging learning experiences that provide equitable opportunities for all students to reach their potential.

MISSION STATEMENT

We will work in partnership with our diverse community to engage every learner in a robust educational program designed to provide the knowledge and skills necessary for success.

The CITY SCHOOL DISTRICT OF ALBANY is a state educational authority authorized to receive information from local educational agencies ("LEAs") subject to FERPA, as authorized by 34 CFR Section 99.31. Researcher desires to conduct studies on behalf of the CITY SCHOOL DISTRICT OF ALBANY and LEAs for the purpose of improving instruction in public schools. The parties wish to share data collected by the CITY SCHOOL DISTRICT OF ALBANY regarding education within the district, some of which may allow the identification of individual students.

II. COMPLIANCE WITH FERPA.

To effect the transfer of data subject to FERPA, Expressive Journeys LLC, agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization when effective. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
2. Use the data shared under this Agreement for no purpose other than research and analysis authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations which allow disclosure of personally identifiable information from students' education records in connection with CITY SCHOOL DISTRICT OF ALBANY's conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. Use the data pursuant to 42 USC 1758(b)(6)(A)(i)(II) which allows for disclosure of student eligibility for free or reduced priced meals under the USDA's School Lunch Program for a State education program administered by the State or local educational agency. Expressive Journeys LLC, further agrees not to share data received under this MOA with any other entity without the CITY SCHOOL DISTRICT OF ALBANY approval.
3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. Expressive Journeys LLC agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing Expressive Journeys LLC's work authorized under this Agreement.
4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Expressive Journeys LLC to any other institution or entity or unauthorized individual or agent.
5. Not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. Expressive Journeys LLC, may publish results of studies authorized by this Agreement, but specifically agrees to abide by the CITY SCHOOL DISTRICT OF ALBANY "small cell suppression" policy of deleting all data items that include any group of students less than ten (10), and to require all employees, contractors and agents of any kind to also abide by that policy.
6. Not to provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.

7. Provide to the CITY SCHOOL DISTRICT OF ALBANY a list of specific activities for which the confidential data are being used, and to notify the CITY SCHOOL DISTRICT OF ALBANY in advance and in writing of any new project or research question Expressive Journeys LLC, proposes to address. This list of research studies will identify linkages of all data possessed by Expressive Journeys LLC, under this Agreement and covered by FERPA to specific research studies. Further, it will include the fixed ending date for use of all data linked to each project. Expressive Journeys LLC, agrees to neither amend nor alter the scope, design, format or description of a project or report generated by Expressive Journeys LLC, for this project, except as consistent with the Agreement, without prior written notice to CITY SCHOOL DISTRICT OF ALBANY.

III. COMMON CORE IMPLEMENTATION REFORM ACT, EDUCATION LAW §2-D

As part of the Common Core Implementation Reform Act, Education Law §2-d requires that every contract, where the third party contractor receives student data, provides important protections for student data, and remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

The law applies to personally identifiable information contained in student records of an educational agency. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name;
- (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

For purposes of further ensuring confidentiality and security of student data, third party contractors must also include the following provisions and assurances:

1. That the confidentiality of the student, teacher or principal data will be maintained in accordance with federal and state law, and the educational agency's policy on data security and privacy;
3. Access to education records will be limited to individuals with legitimate educational interests;
4. Education records will not be used except for purposes explicitly authorized in the contract;
5. Education records may only be shared with authorized representatives of the third party contractor to the extent they are carrying out the contract, and not to any other party without the prior written consent of the parent or eligible student; or unless required by statute or court order, with notice then provided to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless such notice is prohibited by the statute or court order;
6. The reasonable administrative, technical and physical safeguards maintained to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
7. Data will be encrypted in motion or in custody using a technology or methodology specified by the United States health and human services guidance issued under Section 13402(H)(2) of Public Law 111-5;
8. Requirement to notify the educational agency of any security breach resulting in an unauthorized release of data by the third party contractor or its assignees in violation of applicable state or federal law,

the parents bill of rights for student data privacy and security, the data privacy and security policies of the educational agency and/or binding contractual obligations, in the most expedient way possible and without unreasonable delay.

a. In the case of an unauthorized release of student, teacher or principal data, the educational agency shall notify the parent or eligible student, teacher or principal, respectively, of the unauthorized release of student data that includes personally identifiable information in the most expedient way possible and without unreasonable delay, and the third party contractor must promptly reimburse the educational agency for the full cost of such notification.

IV. DATA REQUESTS.

The CITY SCHOOL DISTRICT OF ALBANY may decline to comply with a request if it determines that providing the data requested would not be in the best interest of the district. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in writing by post, electronic mail or facsimile.

V. AUTHORIZED REPRESENTATIVE.

Expressive Journeys LLC, 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 any projects and the return or destruction data as required by this Agreement. Expressive Journeys LLC, designates authorized representative as the authorized representative of the Department's data. CITY SCHOOL DISTRICT OF ALBANY or its agents may upon request review the records required to be kept under this section.

VI. RELATED PARTIES.

Expressive Journeys LLC, represents that it is authorized to bind to the terms of this agreement, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from CITY SCHOOL DISTRICT OF ALBANY. This Agreement takes effect only upon acceptance by authorized representatives of Expressive Journeys LLC,, by which that institution agrees to abide by its terms and return or destroy all student data covered by this MOA 12 months following the date of publication of the final report of this project.

TERMS.

1. This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until 6/30/2020 at 12:00:00 AM. The parties further understand that the CITY SCHOOL DISTRICT OF ALBANY may cancel this Agreement at any time, upon reasonable notice. The CITY SCHOOL DISTRICT OF ALBANY specifically reserves the right to cancel this Agreement should the CITY SCHOOL DISTRICT OF ALBANY, in its sole discretion, determine that confidential student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the CITY SCHOOL DISTRICT OF ALBANY.

2. Expressive Journeys LLC, understands that the Agreement does not convey ownership of data to Expressive Journeys LLC,.

3. Any cloud storage or processing will require the express written consent of CITY SCHOOL DISTRICT OF ALBANY.

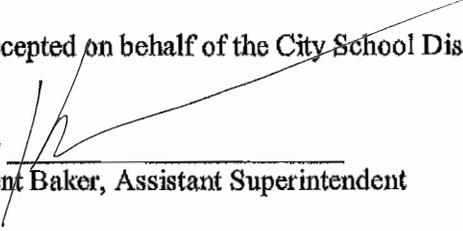
4. Data from CITY SCHOOL DISTRICT OF ALBANY must not be taken outside the United States.

5. Expressive Journeys LLC, will provide CITY SCHOOL DISTRICT OF ALBANY with an electronic copy of the final versions of all reports and other documents associated with the project. CITY SCHOOL DISTRICT OF ALBANY, as the owner of the data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. Expressive Journeys LLC, or its agents working on this project, retain the right to publish findings in other publications, provided that prior notice of report is first shared with CITY SCHOOL DISTRICT OF ALBANY.

7. Expressive Journeys LLC, has the right, consistent with scientific standards, to publish, present or use the study results gained in the course of the research under this Agreement. In order to protect the confidentiality of previously identified confidential information disclosed to Expressive Journeys LLC, the authorized representative agrees to provide to CITY SCHOOL DISTRICT OF ALBANY any proposed publications or presentations which are to make public any findings, data, or results of the research under this Agreement for the Department's review at least thirty (30) days prior to submission of a manuscript or abstract for publication or the date of the presentation. Expressive Journeys LLC, agrees to delete any of CITY SCHOOL DISTRICT OF ALBANY's previously identified confidential information therefrom.

Entered into this 26 day of August, 2020.

Accepted on behalf of the City School District of Albany

By 
Kent Baker, Assistant Superintendent

Accepted on behalf of Expressive Journeys LLC,

Eric C. Lencraft, MT-BC
By _____
Authorized Representative