

Alhambra School District and Maricopa County Education Service Agency

REIL Data Sharing Agreement

This Data Sharing Agreement (“Agreement”), effective as of August 30, 2012, is entered into by and between the Maricopa County Education Service Agency (“Recipient”) and the Alhambra Elementary School District No. 68 (“District”). The purpose of this Agreement is to provide Recipient with access to student-level, personnel-level, and system data sets (collectively “Data Sets”) for use in the implementation of the Rewarding Excellence in Instruction and Leadership grant (REIL).

Statement of Agreement

1. Responsibilities of Recipient. For use of the Data Sets, the Recipient agrees to:
 - a. Abide with all applicable laws that relate to the confidentiality of information contained in the Data Sets, including, without limitation, Arizona Revised Statute (“A.R.S.”)§15-537; the Family Educational Rights Privacy Act (“FERPA”), 20 U.S.C.A. 1232g and 34 C.F.R. Part; and A.R.S. §15-141 and ensure that the confidentiality of such information is maintained;
 - b. Use or disclose information from the Data Set only as permitted by this Agreement or as required by law;
 - c. Use appropriate safeguards to prevent use or disclosure of the Data Sets other than as permitted by this Agreement or required by law;
 - d. Consistent with paragraph 6 below, report in writing to District any use or disclosure of the Data Sets that is not permitted by this Agreement or the law immediately after Recipient becomes aware of such use or disclosure;
 - e. Require its employees, contractors or agents, including the Arizona Department of Education, that receive or have access to the Data Sets to agree to the same restrictions and conditions on the use and/or disclosure of the Data Sets that apply to Recipient under this Agreement;
 - f. Not use the information in the Data Sets to identify or contact the individuals who are data subjects;
 - g. Take precautions to prevent the inadvertent disclosure of students or personnel identities by ensuring individual identities cannot be derived through calculation from the results reported by the recipient;
 - h. Respond promptly and in writing to inquiries from the District regarding compliance with this Agreement; and

- i. Inform its employees, agents and contractors of the requirements imposed by applicable federal and state laws, rules and this Agreement and shall require all its employees, agents and contractors to sign an agreement whereby they agree to abide by applicable laws to maintain confidentiality of information obtained from the District, including, without limitation, A.R.S. §15-537; the Family Educational Rights Privacy Act ("FERPA"), 20 U.S.C.A. 11232g and 34 C.F.R. Part 99; and A.R.S. §15-141.
2. Responsibilities of the District. To the extent permitted by law and in accordance with applicable laws pertaining to confidential information or records, the District agrees to:
- a. Provide a data dictionary of the District's data system(s) related to:
 - i. Student-level demographic and program information.
 - ii. Student-level assessment information.
 - iii. Personnel-level human resource information.
 - iv. Teacher course/class rosters.

For purposes of this Agreement, a data dictionary, or metadata repository is a centralized repository of information about data such as meaning, relationships to other data, origin, usage, and format.

- b. Provide a topology of the District's data systems(s) related to:
 - i. Student-level demographic and program information systems.
 - ii. Student-level assessment information systems.
 - iii. Personnel-level human resource information systems.
 - iv. District and school course catalogs systems.
- c. Make the Recipient aware of any changes, such as purchases or updates, to the existing data systems and provide updated data dictionaries and topologies, as needed;
- d. Provide records or data electronically, in a format that is mutually agreed to by both parties as the most expedient and advantageous format; and
- e. The District will be responsible for any unilateral software modifications and shall ensure that any software modifications do not unreasonably disrupt the on-going exchange of electronic record information.
- f. Notwithstanding anything herein to the contrary, all personnel-level HR information submitted by the District to the Recipient that relates to District certificated teachers shall be coded by number or letter or both so as to maintain confidentiality of the

- b. Termination by Recipient. Recipient may terminate this Agreement at any time by notifying the District and returning or destroying the Data Sets, as designated by the District.
 - c. Termination by District. District may terminate this Agreement at any time for any reason by providing thirty (30) days prior written notice to Recipient.
 - d. Return or destruction of Data Sets. Upon termination of this Agreement for any reason, the District will notify Recipient whether it wants the Data Sets returned to the District or destroyed. If the District determines that it desires that the Data Sets be destroyed, Recipient will provide the District with written confirmation of when and how the Data Sets were destroyed. This provision includes, without limitation, the return or any data previously maintained in Recipient's computer system or systems maintained by its contractors or agents.
8. FERPA Compliance and Agents. Recipient hereby agrees to fully comply with the requirements under The Family Educational Rights and Privacy Act (FERPA; 20 U.S.C. § 1232g; 34 CFR Part 99) as applicable with respect to the Data Set information, throughout the term of this Agreement. Further, that every agent, employee, subsidiary, and affiliate of Recipient to whom it provides Data Set information received from, or created or received by Recipient on behalf of, District will be required to fully comply with FERPA, and will be bound by written agreement to the same restrictions, term and conditions as set forth in this Agreement.
9. Non-Availability of Funds. There are no payment obligations by either party under this Agreement.
10. Conflicts of Interest. To the extent applicable by provision of law, each party to this Agreement acknowledges that this Agreement is subject to cancellation pursuant to A.R.S. Section 38-511, as amended, the provisions of which are incorporated herein.
11. E-verify. To the extent applicable under A.R.S. §41-4401, each party to this Agreement and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. §23-214(A). Each party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.
12. Iran/Sudan. Each Party certifies that it does not have scrutinized business operations in Iran (A.R.S. §35-393.06) or Sudan (A.R.S. §35-391.06).

13. This Agreement shall not supercede the Intergovernmental Agreement between the District and Recipient dated January, 2011, C-37-11-102-2-00 ("IGA"). However, to the extent any term of the IGA is contrary to the terms of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

DISTRICT

RECIPIENT

By: Karen E. Williams

By: Donald Covey

Print Name: Dr. Karen E. Williams

Print Name: Dr. Donald Covey

Print Title: Superintendent

Print Title: Maricopa County Schools
Superintendent