

REIL Data Sharing Agreement

This Data Sharing Agreement ("Agreement"), effective as of March 1, 2012 ("Effective Date"), is entered into by and between the Maricopa County Education Service Agency ("Recipient") and the Phoenix Union High School District ("District"). The purpose of this Agreement is to provide Recipient with access to student-level, personnel-level, and system data sets ("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. Use or disclose information from the Data Sets only as permitted by this Agreement or as required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of the Data Sets other than as permitted by this Agreement or required by law;
 - c. Report to District any use or disclosure of the Data Sets of which it becomes aware that is not permitted by this Agreement or required by law;
 - d. Require any of its 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;
 - e. Not use the information in the Data Sets to identify or contact the individuals who are data subjects;
 - f. Take precautions to ensure the inadvertent disclosure of student or personnel identities by ensuring individual identities cannot be derived through calculation from the results reported by the recipient.
 - g. To respond promptly and in writing to inquiries from the District regarding compliance with this agreement.
 - h. Recipient will inform its employees of the requirements imposed by applicable federal and state laws, rules, and terms of the record access agreement.

2. Responsibilities of the District. 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
- b. Provide a topology of the district's data system(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. Provide a district contact person(s) for each data system, available to assist the Recipient in the extraction of data from the District to the Recipient or agent.
- d. 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.
- e. The District will provide the records or data electronically, in the format specified by the Recipient.
- f. The District will be responsible for any unilateral software modifications and shall ensure that any software modifications do not disrupt the on-going exchange of electronic record information
3. Permitted Uses and Disclosures of the Data Sets. Recipient may use or disclose the Data Sets information received or created by it to perform its obligations under this Agreement consistent only with REIL grant purposes, including without limitation the following:
- a. Reporting of teacher observation scores
 - b. Reporting of measures of student growth (e.g., value-added)
 - c. Calculation of REIL Scores
4. Authorized Users. Access to the Data Sets or any derived Data Sets will be limited to the appropriate Recipient staff or its agents.
5. Safeguards; Location. Recipient agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, sufficient to prevent any use or disclosure of Data Set information other than as permitted or required by this Agreement.
6. Report of Improper Use or Disclosure. Recipient shall immediately report to District any information of which it becomes aware concerning any use or disclosure of the Data Set information that is not permitted by this Agreement. This report shall identify the nature of the violating use or disclosure, the Data Set information used or disclosed, who made the violating use

or received the disclosure, what corrective action Recipient has or will take to prevent further violations, including any mitigation, and provide any other information as District may request.

7. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for the duration of the REIL grant.
- b. Termination by Recipient. Recipient may terminate this agreement at any time by notifying the District and returning or destroying the Data Sets.
- c. Termination by District. District may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.

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, terms and conditions as set forth in this Agreement.

9. Non-Availability of Funds. There are no payment obligations by either party under this Agreement.

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

DISTRICT

By: _____

Print Name: _____

Print Title: _____

RECIPIENT

By:  _____

Print Name: Mark J. Masten

Print Title: CO