

**INTERAGENCY SERVICE AGREEMENT**  
**Between**  
**Arizona Early Childhood Development and Health Board**  
**(First Things First)**  
**And**  
**Arizona Department of Education**

This Interagency Service Agreement (the "Agreement") is made as of the **25th** day of **April, 2013**, between the ARIZONA EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD and the ARIZONA DEPARTMENT OF EDUCATION.

**PARTIES:** The Arizona Department of Education ("ADE") is a state educational agency, authorized to collect and maintain student educational records and to receive information from local educational agencies consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99 (FERPA).

The Arizona Early Children Development and Health Board (the "Board") (also known as First Things First or FTF) is a state agency charged with funding programs for children age five and under that increase the quality of, and access to, early childhood development programs and health services. A.R.S. § 8-1171.

**PURPOSE:** The Board and ADE enter into this Agreement pursuant to A.R.S. § 35-148(A) for the purpose of determining whether ADE and the Board can exchange both confidential Personally Identifiable Information (PII) (as defined in 34 CFR Part 99.3) about students and non-confidential aggregate data regarding student performance. The Parties intend that this Agreement will describe the Discovery/Analysis phase, during which they intend to determine whether it is technically feasible to exchange such data upon a schedule that meets the needs of both Parties, and if so, upon what terms and conditions such data exchanges should take place. This analysis will assist both FTF and ADE to understand the needs and capabilities of each party, and will allow for the creation of an Analysis Document that includes high-level Requirements Documents, architecture, roadmap, and next step options before subsequent phase and final commitments of deliverables can commence.

If the work concluded during the Discovery/Analysis phase indicates that such data exchanges are technically feasible, the Parties intend to enter into a further agreement regarding a Pilot Data Exchange Project, during which the Parties would test the feasibility of matching the SAIS IDs of Arizona public school students who have participated in the Board's Early Childhood Development programs with their FTF ID. A SAIS ID is a single, non-duplicated number that is assigned to a public school student by the Arizona Department of Education as a part of Arizona's Student Accountability Informaton System. A.R.S. § 15-1041, 1045(C). The FTF ID is a single, non-duplicated number that is assigned by First Things First to a child who has participated in an FTF

Early Childhood Development program. The Parties desire to test the feasibility of matching this data in anticipation of the collection and analysis of information for long-term longitudinal study regarding changes in outcomes for young children, the evaluation of specific programs to gauge success and improve educational quality, and to track indicators showing overall success in meeting school readiness. The Parties also anticipate the use by both Parties of varying early childhood student cohorts to assess a baseline of diverse kindergarten readiness skills in young children, and to allow assessment of K-12 educational outcomes.

If the Pilot Data Exchange Project is successful, the Parties anticipate entering into an agreement to exchange data on a recurring basis. The ultimate purpose of such data exchanges would be to allow the Board and ADE to conduct studies of Arizona school children so that each Party can better address the needs of the children and families that they serve; improve the quality, accuracy, and consistency of the information by reducing redundant data entry; and conserve participant resources.

The Parties anticipate that some of the information that ADE will provide will be Personally Identifiable Information (PII) (as defined in 34 CFR Part 99.3) about students. All exchanges of Personally Identifiable Information between the Parties pursuant to this Agreement will be consistent with all applicable state and federal laws, including A.R.S. §§ 15-1042, -1043, 1045, and 20 U.S.C. 1232g, and 34 CFR Part 99.

This Agreement also documents the Board's payment to ADE in consideration of the resources required to provide this analysis.

**TERMS AND CONDITIONS:** The Parties agree as follows:

1. This Agreement shall take effect on May 19, 2013, and shall extend through June 3, 2013.
2. ADE agrees that it will provide a team that includes an Architect, Enterprise Data Architect, Program Manager, Program Director and Business Analysts to complete the following tasks as part of the Discovery/Analysis phase (which is part of the standard process for all ADE projects):
  - a) High Level Requirements Documents;
  - b) Create High Level Architecture;
  - c) Create High Level Schedule and Estimates;
3. The Parties anticipate that ADE representatives will spend two full days onsite at FTF. ADE will complete work on the deliverables at its own office. Once the Discovery/Analysis phase is complete, both Parties will review the results of the analysis and together decide next steps. If the Parties determine to have ADE provide

further deliverables to the Board, the Parties will execute a further written agreement documenting the terms and conditions of the Parties' obligations.

4. In consideration of the Information Technology (IT) resources required by ADE to comply with its obligations under this Agreement, the Board shall pay to ADE a total of \$13,860.00 to be used for personnel services, employee-related expenses, professional and outside services, and/or related operations. Payment is due upon signature of both parties to this Agreement. Upon the request of the Board, ADE will provide information describing how the monies paid pursuant to this Agreement were allocated. The unspent balance of this funding may be applied to any subsequent projects between the Parties or returned to the Board, subject to the agreement of both Parties.
5. To effect the transfer of data and information that is subject to state and federal confidentiality laws and to ensure that the required confidentiality of PII shall always be maintained, the Board agrees to:
  - a) Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99;
  - b) Use PII provided under this Agreement for no other purposes than those described in this Agreement;
  - c) Protect the PII provided under this Agreement from further disclosures and other uses;
  - d) Establish procedures consistent with FERPA and Arizona law to ensure the protection of any PII provided under this Agreement. To effectuate this provision, the Board agrees to:
    - i. Limit access to the data provided under this Agreement only to those authorized persons who have a legitimate interest in the data;
    - ii. Require all employees, contractors and agents who have access of any kind to comply with this Agreement, FERPA and applicable Arizona law;
    - iii. Maintain all PII received pursuant to this Agreement in a secure manner, separate from all other data files, and not copy, reproduce or transmit PII obtained pursuant to this Agreement except to fulfill the purposes of the project described in the Agreement;
    - iv. Not disclose data obtained under this Agreement in any manner that could identify any individual student, except as authorized by FERPA. No report of data containing a group of students less than the minimum determined by ADE shall be released. The Board shall require that all employees, contractors and agents working on this project abide by that statistical cell

size. The Board agrees to take all appropriate steps to protect the confidentiality of all PII at all stages, including final reporting, by using appropriate disclosure avoidance techniques;

v. Destroy any and all PII received pursuant to the terms of this Agreement no later than August 31, 2013.

6. Amendments to this Agreement shall be made in writing and signed by both parties.

7. Under this Agreement, notice shall be given to ADE at Attention:

Carrie O'Brien

1535 W. Jefferson

Phoenix, AZ 85007

and to the Board at:

First Things First

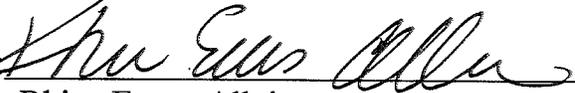
Attention: Josh Allen

4000 North Central, Suite 800

Phoenix, AZ 85012

IN WITNESS WHEREOF, the Parties have executed this Interagency Service Agreement under the authority of A.R.S. § 35-148(A).

EARLY CHILDHOOD DEVELOPMENT AND HEALTH BOARD:

By: 

Rhian Evans Allvin

Title: CEO

Date: 5/9/13

ARIZONA DEPARTMENT OF EDUCATION:

By: 

Elliott Hibbs

Title: Deputy Superintendent of Public Instruction

Date: 7/25/13

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