

**INTERAGENCY SERVICE AGREEMENT**  
**Between**  
**the Arizona Department of Education**  
**And**  
**the Arizona Board of Regents for and on behalf of**  
**Northern Arizona University**

This Interagency Service Agreement (Agreement) is made as of the 29th day of April, 2013, between the ARIZONA DEPARTMENT OF EDUCATION and THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY.

**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).

Northern Arizona University (NAU) is an institute of higher education under the laws of the State of Arizona that administers a grant to operate Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), a national college access program intended to significantly increase the number of students who stay in school and are prepared to enter and succeed in postsecondary education.

**PURPOSE:** ADE and NAU enter into this Agreement pursuant to A.R.S. § 35-148(A) for the purpose of determining whether ADE can provide certain student level data elements to NAU in connection with its administration of the GEAR UP III grant. The GEAR UP III grant is a federally-funded college-access program; AZ GEAR UP Phase III replicates the successful GEAR UP III student cohort model implemented in 40 of Arizona's neediest schools over the past decade, and it adds a project component that aims to significantly improve, by 2017, the college and career readiness of three-fourths of the state's low-income, middle-grade students. The large-scale work proposed in Phase III is made possible by the infrastructure and systems created during the Phase I and II by the AZ GEAR UP Office at the Northern Arizona University.

ADE is a named service provider in NAU's GEAR UP III grant. The Parties seek to determine which of the data elements listed in the attached document, entitled AZ GEAR UP Data Elements, which ADE can provide to NAU in connection with its administration of the GEAR UP III grant. Initially, the Parties seek to determine whether ADE can provide the required data and system access to data on a schedule that meets NAU's needs and fits within NAU's budget through the completion of a Discovery/Analysis phase. Initial NAU grant development discussions regarding ADE longitudinal data deliverables were conducted with the inclusion of an outside ADE

consultant at time when ADE longitudinal system planning was at an immature stage of development. The Discovery/Analysis phase is a standard first step in all project work conducted by the ADE Information Technology Department. This analysis will assist both NAU and ADE to understand the needs and capabilities of each party to ensure successful delivery of an Analysis Document that includes high-level Requirements Documents, architecture, roadmap, and next step options before the subsequent design phase and final commitments of deliverables can commence.

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

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 disclosure 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 and 1045, 20 U.S.C. 1232g and 34 CFR Part 99.

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

1. This Agreement shall take effect on April 29, 2013 and shall extend through August 31, 2013.
2. ADE agrees that it will provide a team that includes a Program Manager, Business Analyst and a Developer to complete the following tasks as part of the Discovery/Analysis phase (which is part of the standard process for all ADE projects):
  - a) Capture requirements for NAU Gear Up III grant, by interviewing NAU and ADE stakeholders to understand the data requirements in order to perform this analysis;
  - b) Create high level requirements documents;
  - c) Create high level architecture diagrams and explanation presentation;
  - d) Create high level roadmap and work plan/schedule;
  - e) Review by ADE Chief Technology Officer and ADE Product Manager for SLDS of the proposed architecture and estimates/project schedule, etc.
3. The Parties anticipate that there will be 2 to 3 full day sessions between ADE and NAU to capture high level architecture.

4. 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 NAU in support of the Grant, the Parties will execute a written addendum to this Agreement documenting the terms and conditions of the Parties' obligations.
5. In consideration of the Information Technology (IT) resources required by ADE to comply with its obligations under this Agreement, NAU shall pay to ADE a total of \$14,700.00 to be used for personnel services, employee-related expenses, professional, outside services, and/or related operations. Payment is due upon signature of both parties to this Agreement.
6. 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, NAU 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 other 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, NAU 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 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. NAU 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 June 30, 2013.

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

Carrie O'Brien  
1535 W. Jefferson  
Phoenix, AZ 85007

and to NAU at:

Marlene Nebitsi  
NAU  
Office of Grant and Contract Services  
Box 4130  
Flagstaff, AZ 86011-4130

- 8. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. 38-511.
- 9. Termination. Either party may at any time terminate this Agreement by giving the other party no less than thirty (30) days prior written notice.
- 10. Legal Worker Requirements. As required by Arizona Revised Statutes § 41-4401, NAU is prohibited after September 30, 2008 from awarding a contract to any party who fails, or whose subcontractors/subrecipients fail, to comply with Arizona Revised Statutes § 23-214A.

11. Prohibited Business Operations with Sudan and Iran. As required by Arizona Revised Statutes Sections 35-391.06(A) and 35-393.06(B), the Parties certify that they do not have scrutinized business operations (as defined in A.R.S. 35-391 and 35-393 respectively) in Sudan or Iran.
12. Confidentiality. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that Northern Arizona University is a public institution, and as such is subject to Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes (Sections 39-121 through 39-127). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.
13. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their reasonable efforts to settle the dispute, claim, question, or disagreement. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.*

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

Dated: April 30 2013

By: J. Elliott Hibbs  
 J. Elliott Hibbs, Deputy Superintendent  
 Arizona Department of Education

By: Wilma G. Ennenga  
 Wilma G. Ennenga  
 Northern Arizona University

Its: Deputy Superintendent

Its: Director, Office of Grant and Contract Administration