



**Memorandum of Understanding between
Arizona Department of Education and
Public Consulting Group, Inc.
Regarding Provision of Data**

This Memorandum of Understanding (Memorandum or MOU) is made by and between the Arizona Department of Education (ADE or Department) and Public Consulting Group, Inc. (PCG).

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

PCG is a Massachusetts corporation headquartered in Boston, MA, that desires to license to ADE an Internet-based student achievement tool known as EdPlan to assist teachers and administrators with the reporting requirements of the Individuals with Disabilities Education Act and the Elementary and Secondary Education Act and to license PCG's related proprietary systems and documentation.

2. **PURPOSE:** The purpose of the Memorandum is to designate PCG as the authorized representative of the Department pursuant to the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g and 34 CFR 99, and to document the terms under which the Department will release to PCG certain Personally Identifiable Information, as that term is defined by FERPA. PCG is designated as the Department's authorized representative for the purpose of receiving certain Personally Identifiable Information in the custody of the Department in connection with the Department's licensing of PCG's EdPlan Internet-based student achievement tool, as documented in a licensing agreement between Public Consulting Group, Inc. and the Department dated February 1, 2013 (the Licensing Agreement). The Department intends to pilot the use of EdPlan for purposes of audit and evaluation of student and teacher performance. This MOU will set out the terms and conditions under which PCG may have access to the Personally Identifiable Information necessary for the use of EdPlan. PCG may have access to such information only for use as described in this Memorandum and only under the terms and conditions described in this Memorandum.
3. **AUTHORITY:** Consistent with FERPA the Department may disclose personally identifiable information from students' education records to its authorized representative without written consent in connection with an audit or evaluation of federal- or state-supported education programs; or enforcement of, or compliance with, federal legal requirements relating to such programs. 34 CFR § 99.31(a)(3), 99.35, 20 U.S.C. § 1232g(b)(3).

The Department designates PCG as its authorized representative for the purposes of disclosing student information, including personally identifiable information, for use in audit, evaluation, enforcement, or compliance, as described above.

4. **PROJECTS:** PCG will use the information in connection with its licensing of its Internet-based student achievement tool to assist the Department in evaluating student and teacher performance. ADE will provide the following information to PCG:
 - Public SAIS ID
 - First, Middle and Last Name
 - Birthdate
 - Generation
 - Gender
 - Ethnicity
 - ELL
 - SPED
 - Title I
 - Course Name
 - Subject
 - Grade
 - Course entry and exit dates

5. **TERMS AND CONDITIONS:** 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 personally identifiable information shall always be maintained, PCG agrees to:
 - a. Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99;
 - b. Use the data provided under this Memorandum for no other purpose than those described herein;
 - c. Use reasonable technical, administrative and physical controls to protect the data provided under this Memorandum from further disclosures and other uses, except as provided in 34 C.F.R. 99.35(b)(1);
 - d. Destroy the personally identifiable information provided under this agreement when the information is no longer needed for the purpose specified, and in no event later than June 30, 2014;
 - e. Establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any Personally Identifiable Information (PII) provided under this Memorandum. To effectuate the provision, PCG agrees to:
 - i. Limit access to the data provided under this Memorandum 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 Memorandum, FERPA, and applicable Arizona law;
 - iii. Maintain all data received pursuant to this Memorandum in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this Memorandum except to its own agents acting for or on behalf of the Department and as necessary to fulfill the purposes of the projects described herein;

- iv. Not disclose data contained under the Agreement or addenda to it in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than the Department, or authorized employees, contractors, and agents of the PCG working as the Department's authorized representative on projects consistent with this Memorandum;
- v. Not report data of a group of students of less than 10.

6. **TERM:** This Memorandum shall remain in effect for as long as the Licensing Agreement. This Memorandum is renewable upon written approval by the authorized representative of each Party. This Memorandum may only be amended by a writing signed by both Parties.

Date: March 25, 2013

Arizona Department of Education

By 
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Public Consulting Group, Inc.

By Jack McLaughlin, Manager

Its _____

