

Data Sharing Agreement

Between the Arizona Department of Education and Science Foundation Arizona

This Data Sharing Agreement (Agreement) is made between the Arizona Department of Education (Department or ADE) and Science Foundation Arizona (SFAz).

RECITALS:

The Arizona Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from public educational agencies (PEAs) 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. Consistent with FERPA the Department may disclose Personally Identifiable Information (PII), as that term is defined by FERPA, from students' education records without prior parental or student consent to its authorized representatives for the purpose for audit, evaluation and compliance purposes, as those terms are defined by FERPA.

Science Foundation Arizona is a public-private partnership formed to promote a strong economy, a good education system, and high quality, high paying jobs. SFAz has requested specific data regarding students, as described herein, for the purpose of evaluating the impact of its interventions on statewide student academic achievement. SFAz acknowledges that it has requested Personally Identifiable Information, and Dr. Kristina Chapple, SFAz Director of Analytics, Evaluation & Compliance will be responsible for complying with the terms of this Agreement and FERPA.

The purpose of this agreement is for ADE to designate SFAz as its authorized representative, as that term is defined by FERPA, so that SFAz may have access to Personally Identifiable Information about students on the terms, and for the purposes, stated herein. SFAz will protect such data by the means described herein, and will destroy or return such data on the terms described herein. In furtherance of those purposes, ADE has provided and will continue to provide SFAz with the data requested (Attached in Appendix A) by means of a secure file transfer. ADE may provide additional data elements upon the written request of SFAz, subject to the same terms and conditions as stated in this Agreement, and for the purposes stated in this Agreement.

The parties to this Agreement acknowledge that if ADE has provided SFAz with certain student data in the past, including PII, then SFAz will protect such data by the means described in previous agreements, and will destroy or return such data according to the terms of the previous agreements.

This Agreement is intended to follow U.S. Department of Education initiatives on Safeguarding Student Privacy (<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/safeguarding-student-privacy.pdf>) and FERPA and its implementing regulations.

TERMS AND CONDITIONS:

To affect 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, SFAz agrees that, for the purposes of carrying out its duties under 13-06-ED, it will:

- a. Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99 and all applicable state laws regarding confidentiality of student data;
- b. Use the data provided under this Agreement for no other purpose than those described herein;
- c. Use reasonable technical, administrative and physical controls to protect the data provided under this Agreement from further disclosures and other uses, except as provided in 34 C.F.R. 99.35.
- 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 June 30, 2019, or the date of termination of this Agreement if earlier;
- e. Establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any and all PII provided under this Agreement. To effectuate the provision, SFAz 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 data received pursuant to this Agreement in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this Agreement except to its own agents acting for or on behalf of the Department and as necessary to fulfill the purposes 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;
 - v. Not report data of a group of students of less than 10.
- f. The Agreement shall remain in effect until June 30, 2019' unless terminated, canceled or extended as provided herein. This Agreement is renewable upon written approval by the authorized representative of each party. This Agreement may only be amended by a writing signed by both parties.

g. ADE may terminate this Agreement immediately and without notice if there is any violation of the terms of this Agreement.

h. Notice under this Agreement shall be given to:

Arizona Department of Education at:

Carrie O'Brien

Director of Legal Services

1535 W. Jefferson Street, Bin 62

Phoenix, Arizona 85007

Carrie.o'brien@azed.gov

(602)542-3378

Science Foundation Arizona at:

Margaret Mullen, Chief Operating Officer

And

Kristina Chapple, Director, Analytics, Evaluation & Compliance

400 E. Van Buren St., Ste. 200

Phoenix, AZ 85004

602-682-2800

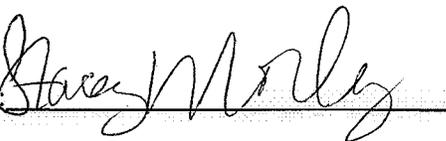
mmullen@sfaz.org and/or kchapple@sfaz.org

i. Notice is given of A.R.S. § 12-13, 12-15, 18 AND 38-511.

ARIZONA DEPARTMENT OF EDUCATION

SCIENCE FOUNDATION ARIZONA

By:



Its:

*Director of Policy Development
and Government Relations*

By:



Its:

Chief Operating Officer
9/10/13