

ASSOCIATE SUPERINTENDENT APPROVAL 

STATE BOARD MEETING DATE December 2, 2013

SUBJECT: Acceptance of Interagency Service Agreement between the Arizona Board of Regents for and on behalf of Northern Arizona University

SUBMITTED BY: Mark Masterson, CIO

MANAGEMENT TEAM REVIEW: 11/14/2013

BACKGROUND INFORMATION:

ADE and Northern Arizona University (NAU) originally entered into an agreement in April 2103 to determine whether it was technically feasible to exchange data between agencies. NAU has received GEAR UP III funds, a federally-funded college access program, aimed at improving the college and career readiness of Arizona's low-income, middle school students. Upon completion of this analysis phase, it was determined that the data exchange was feasible, and NAU would like to continue work with ADE.

The attached amendment outlines the next phase of the project, including deliverables, timeline and payment schedule. The Information Technology Division will complete the work by June 30, 2015.

Project Deliverables

ADE IT will provide a technical team to work with NAU GEAR UP staff as outlined in the attached Agreement Exhibit E. ADE will receive a total of \$346,500 to be used for personnel services, employee-related expenses and professional and outside services and/or related operations. The unspent balance of this funding may be applied to any subsequent projects. Additionally, both agencies have agreed to comply with FERPA requirements.

BOARD ACTION REQUESTED: INFORMATION ACTION/DESCRIBED BELOW:

The State Board authorizes acceptance of Interagency Service Agreement between the Arizona Board of Regents for and on behalf of Northern Arizona University and the Arizona Department of Education in the amount of \$346,500 to be used for providing data extracts as outlined in the attached Agreement Exhibit E.

ATTACHMENTS: YES NO
Executed Interagency Service Agreement Agency

THIRD AMENDMENT TO
INTERAGENCY SERVICE AGREEMENT
Between The Arizona Department of Education and
The Arizona Board of Regents for and on behalf of
Northern Arizona University

This Third Amendment to Interagency Service Agreement Between The Arizona Department of Education and The Arizona Board of Regents for and on behalf of Northern Arizona University Dated April 29, 2013 is made as of the 19th day of November 2013 by and between the ARIZONA DEPARTMENT OF EDUCATION and the ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY.

DEFINITIONS:

1. "Agreement" refers to the Interagency Service Agreement Between Arizona Department of Education and The Arizona Board of Regents for and on behalf of Northern Arizona University Dated April 29, 2013.
2. "Third Amendment" refers to this Third Amendment to the Interagency Service Agreement Between the Arizona Department of Education and The Arizona Board of Regents for and on behalf of Northern Arizona University Dated April 29, 2013.
3. "ADE" or "Department" refers to the Arizona Department of Education.
4. "NAU" refers to Northern Arizona University.
5. "Personally Identifiable Information" or "PII" has the meaning given to it by the Family Educational Rights and Privacy Act, 20 USC 1232g and 34 CFR 99.3.
6. "Parties" means ADE and NAU.
7. "GEAR UP III Grant" means that federally-funded college access grant administered by NAU for the purpose improving, by 2017, the college and career readiness of three-fourths of Arizona's low-income, middle-grade students.

RECITALS:

The Parties entered into the Agreement pursuant to A.R.S. § 35-148(A) for the purpose of determining whether ADE could provide certain identified PII, described on an attachment to

the Agreement entitled "AZ GEAR UP Data Elements," to NAU for NAU's use in connection with its administration of the GEAR UP III Grant.

ADE is a named service provider in NAU's GEAR UP III grant. NAU wants to obtain data about GEAR UP students from ADE, because it will be more efficient for NAU for several reasons. ADE can provide historical data about GEAR UP students, and can provide data about all GEAR UP students at one time, so that NAU does not have to obtain data from each school district. ADE can provide data on a frequent, regular basis more easily than the districts can provide such data. Additionally, it is anticipated that ADE will be able to provide information about GEAR UP students as they transition to high school and college. Finally, NAU also wants to obtain data on a sample of 7,000 students from schools comparable to GEAR UP schools for purposes of comparing such students to GEAR UP students. ADE can provide such data to NAU for such purposes more easily than other potential sources.

Pursuant to the terms of the Agreement, NAU provided ADE with a list of 98 data elements to be used to conduct NAU's own analysis on students participating in the GEAR UP Grant. NAU identified 43 of the 98 data elements as "Required Elements" that are necessary for its analysis, and 55 of the 98 data elements as "Optional Elements" that NAU would like to obtain. ADE carefully examined its data system to determine which of the listed data elements it could provide to NAU at the present time and which data elements it believes will be available in the near future. ADE determined that that it can provide 34 of the Required Elements to NAU by June 2014 and 28 of the Optional Elements to NAU by that time; ADE also determined that it may be able to provide nearly all of the Required and Optional Data Elements to NAU by June 2015, if it is able to implement Ed-Fi ODS Solution as planned. (The Ed-Fi ODS Solution is an educational data standard and tool suite that includes unifying data model, data exchange framework, application framework, and sample dashboard source code. It enables vital academic information on K-12 students to be consolidated from the different data systems of school districts while leaving the management and governance of data within those districts and states.) Exhibit A to this Third Amendment lists the 98 data elements that NAU requested, and indicates which are Required, which are Optional or which are for Post Secondary (please see the list at Exhibit A pages 6 through 12 identified as "All Data Elements"). Some of the data described on Exhibit A includes Personally Identifiable Information.

The Parties now enter into this Third Amendment to the Agreement for the purpose of describing the data that ADE will provide to NAU, the schedule for providing such data, the means for protecting the confidentiality of any and all PII provided to NAU pursuant to this Third Amendment, and the payment(s) that NAU will make to ADE in connection with this Third Amendment.

This Third Amendment is also intended to acknowledge certain uncertainties with respect to this Agreement, including the following:

1. ADE's ability to fulfill its obligations under this Third Amendment depends on continued funding of the Statewide Longitudinal Data System (SLDS) through the end of 2015. Presently, development of SLDS is supported by a three-year grant from the Federal Statewide Longitudinal Data Systems grant program. ADE cannot warrant that it will continue to receive such funding in the future.

2. ADE's ability to fulfill its obligations under this Third Amendment depends on successful implementation of the Ed-Fi Solution. Successful implementation of Ed-Fi depends on funding through grants and legislative appropriations. ADE cannot warrant that it will be successful in obtaining sufficient funding through these methods to fully implement Ed-Fi on a schedule that will permit it to meet its obligations under this Third Amendment.
3. Certain elements, defined in the tab labeled "Post-Secondary" in Exhibit A hereto, depend on ADE's Post-Secondary Project. There is a separate tab called Post Secondary in Exhibit A. ADE is in the process of implementing a Post-Secondary Project which will include the data elements which GEAR UP needs. Exhibit A lists the post-secondary data elements which are required or optional for the GEAR UP program.

TERMS AND CONDITIONS: The Parties agree as follows:

1. Pursuant to this Third Amendment, the term of the Agreement shall be extended to June 30, 2015, and may be renewed for three additional one-year periods, upon the written agreement of the Parties. The terms and conditions of the Agreement shall continue in effect for the period of this extension and any renewals, except that the terms and conditions related to protection of confidential student information and PII shall be in full force and effect until any and all PII is returned to ADE or destroyed. NAU will return any PII to ADE or destroy such PII no later than June 30, 2019.
2. ADE will provide NAU with data extracts and reports according to the GEAR UP Schedule of Requirements in two Phases. Phase I will consist of data extracts and reports provided from the date of this Third Amendment through June 2014; Phase II will consist of data extracts and reports provided from July 2014 through June 2016. Specific data extracts and reports to be provided during Phases I and II are described on Exhibit B. In addition, ADE will provide NAU with a data set for comparison purposes, drawn from comparable schools, at the end of each school year, beginning with 2014, and going through 2018. The data set will include the elements listed on Exhibit C. All data provided for purposes of comparison will be masked. No data provided for comparison purposes will include any PII.
3. ADE will make the data extracts and comparison data set available in comma delimited or Excel format, via secure FTP server, and will host and save the data extracts in its own database.
4. In consideration of the Information Technology resources required by ADE to comply with its obligations during Phase I under this Third Amendment, NAU shall pay to ADE a total of \$139,500 to be used for personnel services, employee-related expenses, professional outside services, and and/or related operations. NAU shall pay a total of \$207,000 to ADE during Phase II. Exhibit D lists the tasks to be completed in each Phase, describes the tasks to be completed, the estimated hours to complete each task and the costs associated with each task and each Phase and Exhibit E lists the payment schedule. This Third Amendment is incrementally funded. Current FY 2014 funds for performance through July 22, 2014 are available in the amount of \$ 139,500. Upon receipt of continuation GEAR UP III funding, NAU shall provide additional funding up to the estimated amount of \$ 346,500 (Estimated

Cost Phase I and Phase II, page 21) by unilateral amendment. NAU is not obligated to ADE for any amount that is not currently funded and ADE is not required to incur costs for the performance of the obligations included herein beyond the amount obligated.

Arizona Department of Education

By: Lupita Gomez 11/22/13

Date

Northern Arizona University

By: Wilma G Ennery 11/22/2013

Assistant Vice President for Date

Research Administration