

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY EDUCATION SERVICE AGENCY AND ARIZONA DEPARTMENT OF EDUCATION BY AND THROUGH THE MARICOPA COUNTY EDUCATION SERVICE AGENCY

Addendum A

The following provision is added to Section 7 (7.7) regarding mutual commitments: "Records. Pursuant to A.R.S. § 35-214, each party shall retain and shall contractually require any subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, a party shall produce the original of any or all such records."

The following provision is added to Section 7 (7.8) regarding mutual commitments: "Intellectual Property. Both parties agree that any intellectual property, processes, technologies, etc developed under this agreement will be the sole property of MCESA and licensed to ADE under a perpetual non-exclusive agreement.

The following provision is added to Section 8 (8.5) regarding termination: "Arbitration. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes."

The following provision is added to Section 8 (8.6) regarding termination: "Ownership. In the event of termination by either party assets (i.e. hardware and software) purchased by ADE under this agreement will be retained by ADE for the continued development and/or implementation of the Arizona Student Longitudinal Data System (AZ-SLDS)."

The following provision is added to Section 9 regarding payments and funding: "Non-Availability of Funds. Every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the non-appropriated party may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 14.2 is revised to read as follows: "The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability."

FOR AND ON BEHALF OF:
MARICOPA COUNTY BOARD OF SUPERVISORS

[Signature]

DEC 20 2011

Date 110211

FOR AND ON BEHALF OF:
ARIZONA DEPARTMENT OF EDUCATION:

[Signature]

12/22/11

Date

Pursuant to A.R.S. § 11-952, legal counsel has determined that this Addendum is within the powers and authority granted under the laws of the State of Arizona.

[Signature]
Attorney for Maricopa County

Date: Dec 19 2011

[Signature]
Attorney for Arizona Department of Education

Date: 12-22-11

ATTEST:

[Signature]

DEPUTY Clerk of the Board

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY EDUCATION SERVICE AGENCY AND ARIZONA DEPARTMENT OF EDUCATION BY AND THROUGH THE MARICOPA COUNTY EDUCATION SERVICE AGENCY

C-37-12-003-3-00

AD E 12-5-ED

1.0 PARTIES

- 1.1 This Intergovernmental Agreement (IGA) is a binding agreement between: Maricopa County Education Service Agency and Arizona Department of Education acting by and through the REIL SLDS.
- 1.2 Maricopa County Education Service Agency representing its Teacher Incentive Fund (TIF) Rewarding Excellence in Instruction and Leadership (REIL) grant.
- 1.3 Arizona Department of Education representing its AZ-SLDS or Arizona Student Longitudinal Data System.
- 1.4 Parties to this IGA are authorized to enter into this IGA pursuant to A.R.S. § 11-952

2.0 PURPOSE

- 2.1 This Intergovernmental agreement outlines the Goals, Objectives, Activities and Financial responsibilities for each of the parties implementing the REIL SLDS. The REIL SLDS is designed to develop and implement an "A Future Model" for a Statewide Longitudinal Data System that may be replicated statewide as the design model for the Statewide Longitudinal System that meets the requirements of the America Competes Act (ACA).
- 2.2 The Parties agree to cooperate and assist each other in meeting the REIL IGA goals, objectives and related activities that support the design and implementation of a Statewide Longitudinal Data System (AZ-SLDS) that are aligned to the vision and goals of the PK-20 Council; America Competes Act; Maricopa County Education Service Agency's Teacher Incentive Funds for its Rewarding Excellence in Instruction and Leadership (REIL) grant as authorized by the United States Department of Education Funding Grant (CDFA #84.385) for the Arizona Department of Education on behalf of school districts, students, instruction, leadership, schools and community.

3.0 TERM OF AGREEMENT:

- 3.1 This Agreement shall become effective from and after the date of its execution and expires December 31, 2015 *Jm*
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4.0 GOVERNANCE OF REIL SLDS:

- 4.1 This Agreement shall be governed by an AZ-SLDS Steering Committee whose composition shall be Dr. Don Covey, Superintendent Maricopa County Education Service Agency/Co-Principal Investigator for REIL; Mr. Mark Masterson, Chief Information Officer, Arizona Department of Education and other members as determined by the initial members of the AZ-SLDS Steering Committee.

5.0 RESPONSIBILITIES OF MARICOPA COUNTY EDUCATION SERVICE AGENCY (MCESA) ON BEHALF OF ITS REWARDING EXCELLENCE IN INSTRUCTION AND LEADERSHIP (REIL):

Maricopa County Education Service Agency (MCESA) understands that continuous improvement requires commitment. Therefore, MCESA, on behalf of effective implementation of REIL SLDS shall, commit, with due diligence, to support the successful implementation of REIL

Program's including, but not limited to: Goals, Objectives, Activities and Program Evaluations through the following:

- 5.1 Project Management: MCESA agrees to provide a Project Manager, reporting to the REIL Program Director, dedicated to the development of the Data Management System, to be the primary point of contact with ADE in all matters related to the development of the Data Management System.
 - 5.2 Communication with Districts: MCESA agrees to be the primary point of contact with the six REIL Alliance School Districts in all matters related to the development of the Data Management System. MCESA will hold regular meetings with the Cross-District Data Management Team and the Cross-District Data Extraction Team, as well as district-level data management transition teams, informing them of goals, plans, timelines, and expectations for district personnel related to the development of the Data Management System.
 - 5.2.1 District Staffing Support: MCESA agrees to provide technical assistance to any REIL Alliance District not able to perform the data extraction requirements of the project.
 - 5.3 Data Systems Inventory: MCESA agrees to provide to ADE the results of a District Data Availability Survey conducted with the six REIL Alliance School Districts. The survey is to include key information about each district data system to be used in the Data Management System, including version and platform information, data dictionaries, and contact information for district personnel.
 - 5.4 Data Element Requirements: MCESA agrees to provide to ADE the data element requirements for all ADE and district datasets involved in the Data Management System. MCESA will provide the data requirements in the format specified by ADE.
 - 5.5 Data Management System Functional Requirements: MCESA agrees to provide to ADE a list of the functional requirements for the Data Management System. MCESA agrees to provide the functional requirements in the format specified by ADE.
 - 5.6 Value-Added Requirements: MCESA agrees to provide to ADE the calculation formula for the Value-Added model to be included as part of the REIL Score calculation. MCESA agrees to provide the Value-Added requirements in the format specified by ADE.
 - 5.7 REIL Score Requirements: MCESA agrees to provide to ADE the calculation formula for the REIL Score to be calculated for each educator. MCESA agrees to provide the REIL Score requirements in the format specified by ADE.
 - 5.8 Reports and Analysis Requirements: MCESA agrees to provide to ADE the list of required data analyses and reports (e.g. AIMS trend reports, Galileo trend reports). MCESA agrees to provide the reports and analysis requirements in the format specified by ADE.
 - 5.9 Visualization Requirements ("REIL Dashboard"): MCESA agrees to provide to ADE the list of required visualization reports, functions, and features for the system. MCESA agrees to provide the requirements in the format specified by ADE.
 - 5.10 User Information: MCESA agrees to provide to ADE a list of users to be granted access to the Data Management System, indicating the level of access of each, by a mutually agreed-upon date.
- 6.0 The Arizona Department of Education understands that continuous improvement requires commitment. Therefore, the Arizona Department of Education, on behalf of effective implementation of REIL SLDS shall, commit, with due diligence, to support the successful implementation of REIL but not limited to: Program's Goals, Objectives, Activities and Program Evaluations as well as development of a comprehensive model for AZ-SLDS that will incorporate the requirements of

America Competes Act and the Vision, Goals and Objectives of the Longitudinal Data Management System envisioned by the PK-20 Council through the following:

- 6.1** Create a project charter for the ADE portion of the REIL project and obtain agreement on it by the other members of REIL IGA.
- 6.2** Hire and supervise a Program Manager who will ensure that the goals and objectives of both organizations (ADE and MCESA) are met during the grant period. The Program Manager will assist MCESA in identifying and providing the necessary Data Element, Functional, Value-added, REIL Score, Reports, Analysis, and Visualization requirements to ADE.
- 6.3** Hire and/or allocate technical project staff during the course of this project, including but not limited to: ADE project manager, enterprise data architect, business architect, technical architect, business system analysts, developers, quality assurance staff, and other technical staff as appropriate to gather requirements, create the necessary data models, data stores, and related technical systems to support this project.
- 6.4** Create suitable longitudinal data models, data stores, and other technical system components to capture and track data provided via REIL's data collection process and link the data to the existing ADE longitudinal data, where applicable, including, but not limited to these data areas:
 - 6.4.1** Student Data: Assessment Data; Enrollment and Demographic data; Transcript/Curriculum Information
 - 6.4.2** Staff (Teacher and Principal) Data: Qualification Information; Professional Development Information; Personnel Information; Evaluation Data
 - 6.4.3** School System Data: Facilities and Technology; Organizational Information; District Demographic Information; Community Demographic Information
- 6.5** Per REIL data requirements establish all necessary ETL (extraction, transformation and loading) processes to capture and make available to REIL staff student-teacher-course connection data.
- 6.6** Create enterprise data architecture to support the Functional, Value-added, REIL Score, Reports, Analysis, and Visualization requirements of the REIL project.
- 6.7** Obtain customer Functional, Value-added, REIL Score, Reports, Analysis, and Visualization requirements from REIL and use them to develop a longitudinal data system.
- 6.8** Create EduAccess, or other required access privileges per an authorized identity management system, user profiles and administer user security during the REIL project and maintain user identity profiles and data following completion of the project in perpetuity or until or unless project is decommissioned.
- 6.9** Create REIL's program plan, administer and track budgets well as progress across ADE and REIL development efforts.
- 6.10** Provide hardware, software and other technology needed to support the REIL longitudinal data stores and systems, etc.
- 6.11** Gather and seek REIL approval of "REIL Dashboard" requirements.
- 6.12** Create and maintain a functional "REIL Dashboard" for internal and external views of the data via data visualization techniques for the REIL project by a mutually agreed-upon date for the term of this agreement.
- 6.13** Identify, recommend and create specifications and/or modifications to district data systems in support of MCESA REIL SLDS needed for providing ongoing data to ADE.

District data systems include but not limited to local or hosted student information systems, HR systems and assessment systems.

6.14 *Include additional requirements, resources, support etc. as mutually agreed upon.*

7.0 MUTUAL COMMITMENT:

Separate from all individual parties to this REIL SLDS responsibilities included herein; Maricopa County Education Service Agency (REIL) and Arizona Department of Education (AZ-SLDS) mutually commit, with due diligence, to support the successful implementation of the REIL SLDS through the mutual accomplishment of the following but not limited to: joint Program's Goals, Objectives, Activities and Program Evaluations.

- 7.1 Provide the AZ-SLDS Program manager with information about project status, deliverables, funding, discrepancies and other information as needed.*
- 7.2 Determine data governance processes including user access and frequency of updates, views, and roles identified for use in the identity management system.*
- 7.3 Determine data stewardship processes; identify organizational data stewards to address common definitions of data and common master data elements; determine acceptable use of data; other stewardship issues as needed.*
- 7.4 Create and/or approve multi-party IGAs with other state and local agencies when and where required.*
- 7.5 Create and have approved Memorandums of Understanding or other mutually agreed upon documents with the participating districts of REIL when and where required.*
- 7.6 Determine and agree to the definition(s) of users, data and data refresh/update requirements for the purposes of this project.*

8.0 TERMINATION

- 8.1 This Intergovernmental Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.*
- 8.2 In the event conflict arises, the Parties agree to make every effort to reconcile conflicts and make reasonable provisions to ensure neither party will suffer as a consequence of conflict.*
- 8.3 Either party may terminate this Intergovernmental Agreement any time upon delivering a written notice of termination to the other party two (2) months in advance of the requested date of termination. Such notice shall be given by personal delivery or by Registered or Certified mail.*
- 8.4 This Intergovernmental Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.*

9.0 PAYMENTS and Funding

ADE shall invoice MARICOPA COUNTY EDUCATION SERVICE AGENCY (fiscal agent) for services provided and agreed to by each stakeholder for reimbursement of the applicable costs to Teacher Incentive Fund (TIF) Rewarding Excellence for Instruction and Leadership (REIL) and the fiscal agent will pay within thirty (30) days of receiving the invoice for costs subject to review.

10.0 AMENDMENTS:

10.1 Any changes to this Intergovernmental Agreement shall be carried out in accordance with the following:

10.1.1 A written amendment, signed by both parties, to this agreement shall be required for every standard purpose listed below and all other purposes;

10.1.2 For any other changes in terms and conditions of this agreement which the parties deem substantial.

11.0 NOTICES:

11.1 Communication and details concerning this Intergovernmental Agreement shall be directed to the following contract representatives:

Maricopa County:

Arizona Department of Education

Maricopa County Superintendent

Chief Information Officer

Dr. Donald D. Covey

Mr. Mark T. Masterson

Maricopa County

Arizona Department of Education

Education Service Agency

1535 West Jefferson Street, Bin #17

4041N. Central Ave, Suite 1100

Phoenix, Arizona 85007

Phoenix, Arizona 85012

Phone: 602-542-3542

Phone: 602-506-3929

Email Mark.Masterson@azed.gov

www.maricopa.gov/schools

12.0 EMPLOYMENT DISCLAIMER

12.1 This Intergovernmental Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

12.2 The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work, and services performed under the terms of any contract ensuing from this engagement. The Parties will comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

13.0 GENERAL INDEMNIFICATION

13.1 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

14.0 COMPLIANCE WITH APPLICABLE LAWS

14.1 Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

14.2 Unless exempt under Federal law, both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State

Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

14.3 All parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

14.4 In accordance with A.R.S. §§ 35-391.06 and 35-393.06, the parties shall not have scrutinized business operations in Sudan or Iran.

15.0 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

By entering into this Intergovernmental Agreement, the Contractor represents and warrants compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, et seq.) (INA) and all other federal and State immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The Contractor and its Subcontractors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

15.1 That the Contractor and its Subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

15.2 That a breach of a warranty under subsection 12.1 above, shall be deemed a material breach of this Agreement and the County and the Arizona Department of Education may immediately terminate this Agreement without liability;

15.3 That the County and Arizona Department of Education and any contracting government entity retains the legal right to inspect the papers and employment records of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the warranty provided under subsection 12.1 above and that the Contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the dates written below:

FOR AND ON BEHALF OF:
MARICOPA COUNTYBOARD OF SUPERVISORS



SEP 13 2011
Date 08/17/11

FOR AND ON BEHALF OF:
ARIZONA DEPARTMENT OF EDUCATION:

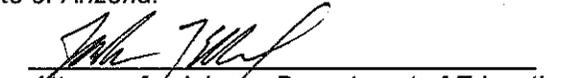


9/16/11
Date

Pursuant to A.R.S. § 11-952, legal counsel has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.


Attorney for Maricopa County

Date: Sept 13 2011


Attorney for Arizona Department of Education

Date: 10-7-11

ATTEST:


Clerk of the Board