Memorandum of Understanding between

Arizona Department of Education and

Maricopa County Education Service Agency

Regarding Protection of Data

This Memorandum of Understanding (Memorandum or MOU) is made by and between the Arizona Department of Education (ADE or Department) and Maricopa County Education Service Agency (MCESA).

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), 20 U.S.C. § 1232g(b) and 34 CFR Part 99. Consistent with FERPA, the Department may disclose Personally Identifiable Information, as that term is defined by FERPA, 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. 20 U.S.C. § 1232g(b)(3),34 CFR § 99.31(a)(3), 99.35.

   Maricopa County Education Service Agency is an Education Service Agency, authorized pursuant to A.R.S §§ 15-302(11) and(12) to collaborate with the Department of Education, provide assistance to school districts and charter schools, and to assist schools in meeting yearly adequate progress goals as defined by criteria established by the State Board of Education and implemented by the Department. Additionally, pursuant to Intergovernmental Agreements with Rewarding Excellence in Instruction and Leadership (REIL) participants, MCESA is authorized to assist in the implementation of educator evaluation systems and report on progress to United States Department of Education. MCESA's REIL Initiatives are two five-year initiatives aimed at improving student learning and achievement by increasing the effectiveness of teachers and principals. Twelve local school districts are engaged in the REIL Initiative, which is funded by Teacher Incentive Fund grants from the United States Department of Education.

2. **PURPOSE:** The Department has entered into a licensing agreement with Public Consulting Group, Inc. dated February 1, 2013 (the Licensing Agreement). Pursuant to the Licensing Agreement, the Department intends to pilot the use of a

PCG product known as EdPlan for purposes of formative, summative, and district benchmark assessment administration. A Memorandum of Understanding between the Arizona Department of Education and Public Consulting Group, Inc. Regarding Provision of Data, dated March 25, 2013, (the ADE PCG Memorandum) designates PCG as the authorized representative of the Department pursuant to FERPA, and describes the measures that PCG will employ to protect any Personally Identifiable Information, as that term is defined by FERPA, provided by ADE to PCG.

As part of the implementation of EdPlan's online student assessment capability, MCESA has requested the ability to view certain Personally Identifiable Information, as identified in Attachment A (the PII), for the purpose of assisting in the calculation of Categorical Student Growth Data and/or Value-Added Models (both defined below in Definitions section), as an input to educator REIL Scores (defined below in Definitions section). MCESA also intends to use such data to perform item statistical analysis to examine the effectiveness MCESA's content specific assessments and item banks.

The purpose of this Memorandum is to document the terms under which the PII may be released to MCESA in connection with the Department's licensing of PCG's EdPlan Internet-based student assessment tool, as described above. The Department therefore designates MCESA as its authorized representative, pursuant to FERPA, for the limited purpose of having access to the PII described above and for the purposes described above and for no other purpose. It is intended by both parties to this Memorandum of Understanding between ADE and MCESA that MCESA protect any Personally Identifiable Information to which it has such access to the same extent as such data is required to be protected by PCG.

3. **DEFINITIONS:** Categorical Student Growth Data: An estimate of the proportion of students within a group that moved from scoring below the standard on the fall pre-test to above the standard on the spring post-test (or vice-versa). A score of 1 indicates there was a significant decrease in the proportion of students achieving mastery, a 2 indicates that the majority of students maintained their mastery, and a 3 indicates a significant increase in mastery.

   REIL Score: A composite calculation of educator effectiveness that includes results of evaluations completed following on-site observations and student performance on high-stakes assessments.

   Value-Added Model (VAM): A variety of sophisticated statistical techniques that use one or more years of prior student test scores, as well as other data, to adjust for preexisting differences among students when calculating contributions to student test performance. (Braun, Chudowsky, & Koenig (2010). Getting Value out of Value- Added. National Academies Press.)

4. **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, MCESA 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 or return to ADE any and all PII provided under this Memorandum no later than six months after the end of the school year represented for each data set received, and in no event later than December 31, 2017;

    e. Cooperate with any effort by ADE to audit or conduct other monitoring activities to ensure that MCESA has complied with FERPA, adequately safeguarded any and all PII it receives pursuant to this Memorandum, and complied with the terms of this Memorandum;

    f. Protect any and all PII given to MCESA prior to execution of this Memorandum under the terms of this Memorandum, and consistent with FERPA and Arizona law;

    g. Establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any and all PII provided under this Memorandum. To effectuate the provision, MCESA 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 obtained under this Memorandum 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 MCESA or PCG working as the Department's authorized representatives on projects consistent with this Memorandum;

v. Not report data on a group of students of less than 10;

vi. Use methods to properly protect personally identifiable information reported in aggregate in accordance with the methods outlined by the National Center for Education Statistics. http://nces.ed.gov/pubs2011/2011603.pdf

5. **TERM:** This Memorandum shall remain in effect through December 31, 2017. This Memorandum is renewable for no more than three individual one-year terms upon written approval by the authorized representative of each Party. This Memorandum may only be amended by a writing signed by both Parties.

Dated: March 11, 2014

Arizona Department of Education

By: Stacey Morley
Stacey Morley

Executive Director of Policy Development and Government Relations

Date: 3/11/14

MCESA

By: Kristine Lam

Its: Chief Deputy Superintendent

Date: 3/13/14

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Appendix A, Personally Identifiable Information (PII)

For purposes of this Memorandum, MCESA will have access to the following PII:

1. SAIS Identification Number
2. Student Name
3. Test Name
4. District Name
5. Campus Name
6. Teacher Name
7. Teacher Stakeholder ID
8. Section ID
9. S1-S50 (Score by question)
10. Sum
11. Score over Total
12. % correct
13. Student Grade
14. Assessment Grade
15. Course
16. Pre/Post (meta data)
17. Academic Year
18. Scale Score
19. Standard of Error Measure (with scale score)
20. Achievement Level
21. Student Date of Birth