



Data Sharing Agreement

#DG-2022-0000

Between the Arizona Department of Education
and the Office of the ... County School Superintendent

This Master Data Sharing Agreement (Master Agreement or Master DSA) is made by and between the Arizona Department of Education (ADE) and the ... County Superintendent's Office (the Agency).

A. Parties:

ADE is a state educational agency, authorized to collect and maintain student educational records and to receive information from local educational agencies consistent with applicable state and federal laws and subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g(b) and 34 CFR Part 99. Consistent with FERPA, ADE may disclose personally identifiable information (PII) from students' education records to its authorized representative without written consent in connection with the studies or audit or evaluation exception of FERPA pursuant to 20 U.S.C. 1232g(b)(1)(C), (b)(1)(F), (b)(3), and (b)(5) and 34 CFR §§ 99.31(a)(3), 99.31(a)(6) and 99.35. Additionally, ADE is permitted to re-disclose data pursuant to 34 CFR § 99.33 on the condition that the party it discloses the data to will not re-disclose the data unless a valid FERPA exception applies.

The Agency is the Office of the ... County School Superintendent. A.R.S. §§ 15-301 to 308. The Agency is designated as a local education agency for the purpose of serving as an education service agency that is eligible to receive and spend local, state and federal monies to provide programs and services to school districts and charter schools within the county. A.R.S. § 15-301(C). The Agency is required to collaborate with ADE to provide assistance to school districts and charter schools on "the use of student data, staff development, curriculum alignment

and technology to improve student performance.” A.R.S. § 15-302(A)(11). Furthermore, ADE is required to share student level data with “county school superintendents for students currently enrolled in a school district located in the superintendent’s jurisdiction.” A.R.S. § 15-1043(C)(2)(a).

B. Purpose:

The purpose of this Master Agreement is to document the terms under which ADE will release confidential information, including Personally Identifiable Information (PII) regarding students in ... County, and to formally designate the Agency as its authorized representative, as that term is defined in FERPA. 20 U.S.C. §§ 1232g(b)(3) and (5), 34 C.F.R. §§ 99.31(a)(3) and 99.35. The Agency shall serve as ADE’s authorized representative for the purpose of allowing ADE and Agency to meet their statutory objectives under A.R.S. § 15-302(A)(11) and A.R.S. § 15-1043(C)(2)(a) and to audit and evaluate the effectiveness of the same.

This Master Agreement and any Statements of Work are intended to meet the data and security requirements outlined in A.R.S. § 15-1043(D), which requires ADE to use written agreements before sharing this student level data and to comply with FERPA, among other things. ADE’s policy is to use these detailed agreements to ensure that all privacy and security standards are met.

The Agency acknowledges that it will receive student data and information that will include PII and other confidential information and that the Agency is responsible for safeguarding the confidentiality of that data and information in accordance with the terms of this Master Agreement, FERPA, and all other federal and state law.

C. PII and Other Confidential Data to Be Disclosed:

The specific PII and/or other confidential data that will be disclosed will be set forth in a Statement of Work (SOW) that will be executed when the Agency has a specific data request or query in furtherance of studies or an audit or evaluation of an education program. No PII or other confidential data will be disclosed unless and until this Master Agreement and a SOW is properly executed.

D. Studies:

The purpose and use of the studies, scope of the proposed studies, and duration of the studies will be set forth in the SOW that will be executed when the Agency has a specific data request or query in furtherance of conducting studies for, or on behalf of, educational agencies or institutions to: (1) develop validate, or administer predictive tests; (2) administer student aid programs; or (3) improve instruction. No PII or other confidential data will be disclosed unless and until this Master Agreement and a SOW is properly executed.

E. Description of Audit or Evaluation:

The description of the audit or evaluation will be set forth in the SOW that will be executed when the Agency has a specific data request or query in furtherance of an audit or

evaluation of an education program. No PII or other confidential data will be disclosed unless and until this Master Agreement and a SOW is properly executed. The description in the SOW must include a description of how the PII from education records will be used and must describe the methodology and why disclosure of PII from education records is necessary to accomplish the audit or evaluation or enforcement or compliance activity.

F. Data Accuracy:

The data provided in the course of this Master DSA and any related SOW are the most accurate and complete data available. ADE cannot ensure absolute accuracy of all records and fields as the source data belongs to schools/Local Education Agencies. Some records and or variables may include incorrect or incomplete data. Wherever possible, ADE will inform the Agency as to any systematic problems or concerns regarding the data.

G. The Parties agree to be bound to the Policies and Procedures Consistent with FERPA and Other Federal and State Laws:

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 PII shall always be maintained, ADE and the Agency agree to:

1. Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and regulations at 34 CFR Part 99, and all applicable state laws regarding confidentiality of student data;
2. Protect the data provided under this Master Agreement, and the Agency agrees to safeguard data and information like information of its own, and to ensure that such data is not copied, reproduced or transmitted, except in accordance with 20 U.S.C. § 1232g(b);
3. Allow access to or use the data provided under this Master Agreement for no other purpose than that described herein or in a properly executed SOW;
4. Use reasonable technical, administrative, and physical controls to protect the data provided under this Master Agreement from further disclosures and other uses, and to prevent linking of information to other datasets, except as provided in 34 CFR § 99.33;
5. Promptly report in writing to the other party if there is a breach or a party becomes aware of any use or disclosure of the data that is not permitted by this Master Agreement or by law. This written report shall provide as much specific information as possible regarding the nature of the breach or the violation of the use or disclosure, the information used or disclosed, the identity of the person who used the data or made the disclosure, the corrective action the party has taken or will take to prevent further disclosure, including any mitigation, and any other information requested by a party; and

6. Establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any and all PII provided under this Master Agreement. To further effectuate this provision, the Agency agrees to:

- a. Limit access to the data provided under this Master Agreement and a properly executed SOW only to those authorized persons who have a legitimate interest in the data;
- b. Require all employees, contractors and agents who have access of any kind to the data provided under this Master Agreement and any properly executed SOW to comply with this Master Agreement, FERPA, and applicable Arizona law;
- c. Maintain all data received pursuant to this Master Agreement and a properly executed SOW in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this Master Agreement and a properly executed SOW except to its own agents acting for or on behalf of ADE and as necessary to fulfill the purposes described herein;
- d. Not disclose data provided under the Master Agreement or any addenda to it or any properly executed SOW in any manner that could identify any individual student, except as authorized by FERPA;
- e. Not publicly report data of a group of students of fewer than 11;
- f. Blur publicly reported data percentages where less than 2% is displayed as "<2%" and greater than 98% is displayed as ">98%";
- g. Not use the data provided pursuant to this Master Agreement and a properly executed SOW to identify or contact any individuals who are data subjects;
- h. Forward ADE a copy of the Agency's report prior to publication; and
- i. Conduct its work in a manner that does not permit the personal identification of students or parents by anyone other than representatives of the Agency with legitimate interests in the information.

H. Policies and Procedures Consistent with Privacy and Security Standards:

Security of the Agency's systems and data shared under this Master Agreement and a properly executed SOW are of UTMOST importance to ADE. In order to assure security from a personnel and operations perspective, the Agency will be required to attest to, and follow, minimum identified security practices and standards. ADE requires that the Agency complete a risk assessment (based on the Arizona Department of

Administration/Arizona Strategic Enterprise Technology (ADOA/ASET) offices' Arizona Risk and Authorization Management Program (AZRamp)) and mitigate any critical findings prior to data access being enabled.

The minimum security standards and practices are based on the current Arizona state Baseline Security controls.

I. Effective Date and Term of Agreement:

This Master Agreement shall take effect upon its signing by all parties, can be executed in parts, and shall remain in effect until [Date—no longer than 5 years from agreement execution date], unless terminated, canceled or extended as provided herein. This Master Agreement may be canceled for convenience and without cause upon 30 days written notice by either party.

This Master Agreement may only be amended by a writing signed by both parties.

J. Agreement Suspension:

In the event of a material breach, default, or violation of any term or condition of this Master Agreement by the Agency, ADE shall provide written notice to the Agency and said notice shall set forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the Agency's receipt of notice, this Master Agreement may be suspended, at the option of ADE and ADE may no longer provide data to the Agency. If this Master Agreement is suspended, the Agency shall return or destroy/delete any PII in its custody or control immediately.

K. Data Destruction:

The time period and method for data destruction for any PII that will be disclosed will be set forth in a SOW that will be executed when the Agency has a specific data request or query in furtherance of studies or an audit or evaluation of an education program.

L. Restrictions on Use:

The Agency will use the data provided under this Master Agreement for no purposes other than those described herein and in a properly executed SOW.

The Agency agrees not to allow access to the data to anyone who does not have a legitimate interest, and the Agency agrees not to redisclose to a third party any data obtained pursuant to the Agreement unless expressly authorized to do so by ADE in writing prior to such disclosure.

The Agency must not publish results that allow an individual student to be directly or indirectly identified.

The Agency agrees that all representatives (researchers, staff, contractors, etc.) who will come in contact with the data provided under this Master Agreement and any SOW will sign and abide by the Non-Disclosure Agreement in Appendix A.

M. Method of Sharing Data:

Once this Master Agreement and a properly executed SOW is signed by all parties, [NEED TO FILL THIS IN ONCE METHOD IS ESTABLISHED DEPENDING ON TECHNOLOGY AND PROCESS AT TIME OF REQUEST].

Any information that ADE deems to be of a personally identifiable and/or confidential nature may be used for approved restricted access research offsite only when in-person or secure remote access is beyond the reasonable ability of the requestor and internal sponsorship has been given at the county School Superintendent Chief Deputy level or higher. A signed copy of this Master Agreement will be maintained by the sponsoring program area, the ADE Data Governance unit, and the sponsored requestor.

If applicable, the ADE [business unit] and county School Superintendent Chief Deputy [name] have agreed to sponsor this request.

N. Security Breaches or FERPA Violations:

The Agency shall be responsible for notifying ADE in the event of any unauthorized access or possible data breach within five (5) business days of discovery.

If ADE believes the Agency has violated FERPA, ADE shall contact the U.S. Department of Education Family Policy Compliance Office (FPCO).

O. Authorized Signatories and Notice:

ADE and the Agency designate the following individual as an authorized signatory for each party. These individuals or their properly designated designees or successors must execute any related SOW to this Master Agreement. The information regarding the signed Master Agreement will be posted on ADE's website. Notice under this Master Agreement shall be given to:

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| <p>Office of the ... County School Superintendent</p> <p>_____</p> <p>County School Superintendent Chief Deputy</p> <p>Office of the ... County School Superintendent</p> <p>Address</p> | <p>Date: ____ / ____ / ____</p> |
| <p>Arizona Department of Education</p> <p>_____</p> <p>Chief of Staff</p> <p>Arizona Department of Education</p> <p>1535 W. Jefferson St.</p> <p>Phoenix, AZ 85007</p> | <p>Date: ____ / ____ / ____</p> |