



Data Sharing Agreement

Between the Arizona Department of Education and Professor Kimberly Scott at Arizona State University's School of Social Transformation

This Data Sharing Agreement (Agreement) is made between the Arizona Department of Education (Department or ADE) and Arizona State University (ASU).

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.

Kimberly Scott, Ed.D. is an associate professor at Arizona State University's School of Social Transformation. Dr. Scott is conducting a research project for the State of Black Arizona to encourage dialogue and promote change by presenting research, data and different points of view on the status of African Americans in Arizona. The general purpose of this research is to create a prediction model that forecasts the probability of diverse groups' preparedness to complete high school and enter into a Science, Technology, Engineering or Math major or career. The four stage project will examine disadvantaged populations with high school dropout rates. ASU acknowledges that it has requested Personally Identifiable Information, and will be responsible for complying with the terms of this Agreement and FERPA.

The purpose of this agreement is for ADE to designate ASU as its authorized representative, as that term is defined by FERPA, so that ASU may have access to Personally Identifiable Information about students on the terms, and for the purposes, stated herein. In furtherance of those purposes, ADE has provided and will continue to provide ASU with the data requested on Attachment A (Data request

submitted by Dr. Scott) by means of a secure file transfer. ADE may provide additional data elements upon the written request of ASU, 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 ASU with certain student and/or teacher data in the past, including PII, that ASU will protect such data by the means described herein, and will destroy or return such data on the terms described herein.

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, ASU agrees that, for the purposes of carrying out its duties 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 December 31, 2015, 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, ASU 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. ASU shall provide ADE with a copy of its IRB approval for this project prior to receiving any personally identifiable information.
- g. This Agreement shall remain in effect until December 31, 2015 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.
- h. ADE may terminate this Agreement immediately and without notice if there is any violation of the terms of this Agreement.
- i. 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

Arizona State University at:

Debra Murphy

Director of Research Integrity and Assurance

660 S Mill Avenue Suite 315

Tempe AZ 85287-6111

Debra.murphy@asu.edu

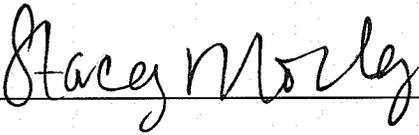
480-965-2179

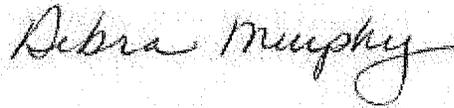
- j. Notice is given of A.R.S. §§ 12-133, 12-1518 AND 38-511.
- k. ADE shall be provided with a copy of any published research within two weeks of publication. The research shall be provided to: carrie.o'brien@azed.gov and achieve@azed.gov.

ARIZONA DEPARTMENT OF EDUCATION

Arizona State University

By

By: 



Director
Government Relations and Policy Development

Director
Office of Research Integrity and Assurance

Date: 1/6/13

Date: December 19, 2013