



Data Sharing Agreement between the Arizona Department of Education and Sheffield Hallam University

This Agreement for the Provision of Data (Agreement) is made between the Arizona Department of Education (Department or ADE) and Sheffield Hallam University (SHU).

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 federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99 (FERPA).

Sheffield Hallam University is a university in South Yorkshire, England, based on two sites in Sheffield. The university is the third largest in the UK, with more than 37,000 students, of whom over 4,000 are international students, 4,170 staff and 775 courses. Around 28,409 of our students are studying at the undergraduate level with an additional 8,657 studying at the postgraduate level. SHU's total research and knowledge transfer income in 2011/12 was £7,389,000. In addition the University received £4.5m in HEFCE quality-related funding and £1.2m from HEFCE's Higher Education Innovation Fund.

Drew Alexander is a graduate student at Sheffield Hallam University and a candidate for a Masters Information Systems degree in the Faculty of Arts, Computing, Engineering and Sciences Department. He is conducting research related to the use of assistive technology & computer aided instructional in rural Arizona schools for students in grades K-5 who are suffering from autism spectrum disorder for his dissertation.

Recitals:

A. Sheffield Hallam University has requested that the Department provide it certain Personally Identifiable Information (as that term is defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA")) regarding certain Arizona students. Sheffield Hallam University will use the PII and other data for the purpose of a study entitled "To what extent is information technology being applied in Arizona elementary schools for special education students who are suffering from autism spectrum conditions?". The study will be conducted by Drew Alexander.

B. ADE will provide Sheffield Hallam University with longitudinal disaggregated data on children with autistic spectrum conditions/disorders at the Prescott Unified School District and Humboldt Unified School District in grades Kindergarten through grade 5. More specifically, ADE will provide student level data will be provided for years 2008 through 2011 containing the school name, Ethnicity, Gender, English Language Learner Status.

C. 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.

Agreement:

1. The Department will provide Drew Alexander, a graduate student at Sheffield Hallam University, with a secure file transfer containing the student level data listed above.
2. Sheffield Hallam University acknowledges that the data that it has requested includes Personally Identifiable Information, as defined in 34 C.F.R. § 99.3.
3. Sheffield Hallam University agrees that it will use the Personally Identifiable information disclosed pursuant to this Agreement only for the purposes described in this Agreement and for no other purposes.
4. Sheffield Hallam University agrees that the work will be conducted in a manner that does not permit the identification of students or parents by anyone other than representatives of Sheffield Hallam University with legitimate interests in the specific work conducted by Alexander. Sheffield Hallam University agrees that the work will be conducted so as not to identify students or their parents; that access to the Personally Identifiable Information obtained pursuant to this Agreement will be allowed only to those within its organization who need to know this information, and that all appropriate and necessary steps to protect such information from disclosure at every stage of its work will be taken.
5. Sheffield Hallam University agrees that it will destroy all Personally Identifiable Information no later than September 30, 2013 and in accordance with the requirements of 20 U.S.C. § 1232g(b)(1)(F) and 34 C.F.R. § 99.31(a)(6).
6. Sheffield Hallam University agrees not to redisclose the data obtained pursuant to this agreement unless expressly authorized to do so by the Department prior to such disclosure. Sheffield Hallam University further agrees not to disclose data contained under the Agreement or any amendment or addenda to it in any manner that could identify any individual student. No report of these data containing a group of students less than ten shall be released to anyone other than the Department. Sheffield Hallam University and the Department agree that the data disclosed pursuant to this Agreement is being provided to Drew Alexander, and that Alexander agrees to comply with state and federal law regarding the confidentiality of student data and all of the terms of this Agreement. Alexander's agreement to abide by these terms and conditions is indicated by his written acknowledgement at the conclusion of this Agreement.
7. Sheffield Hallam University and Alexander agree to provide the Department with a copy of any report containing the data disclosed pursuant to this Agreement in the event that such report will be

made available to any person or entity other than those who review and grade the paper at Sheffield Hallam University for the purposes of allowing the Department to ensure that no data will be disclosed in any such report in violation of FERPA or state law. In addition, Sheffield Hallam University and Alexander agree that any report containing data disclosed to this Agreement will bear a legend that clearly and prominently indicates that the report contains confidential student data subject to the Family Educational Rights and Privacy Act 20 USC 1332g and 3.4 CFR Part 99, and that it shall not be disclosed to anyone except those who review and grade it. Confidential raw data used by the student will only be seen by the student's supervisor and will not be included in the dissertation. If necessary, a confidentiality agreement will be signed. In the case of dissertations which use confidential or sensitive data only two academic staff see the document. They are the student's supervisor and a second reader. The dissertation will be labelled confidential and not for distribution. The academics involved are told not to share or discuss the information. If necessary, a confidentiality agreement will be signed. As part of the quality process a sample of dissertations is given to an external examiner to review to make sure academic standards are being maintained. In the case of a confidential dissertation, this will not be included in the sample made available to the external examiner. Once marking is complete, confidential dissertations will be returned to the student or destroyed along with any draft copies including any data or working data.

8. The term of the Agreement shall commence upon signing; it shall remain in effect until September 30, 2013, unless terminated, canceled or extended in a writing signed by all parties and acknowledged by Alexander.

9. ADE may terminate this Agreement immediately and without notice if there is any violation of the terms of this Agreement.

10. Notice under this agreement shall be given to:

ADE at:

Name: Carrie O'Brien

Address: 1535 W. Jefferson, Bin #62, Phoenix, AZ 85007

Phone: 602-542-3378

Email: carrie.o'brien@azed.gov

Sheffield Hallam University at:

Name: Dr. Paul Crowther

Address: Faculty of Arts, Computing, Engineering and Sciences, Sheffield Hallam University, City Campus, Howard Street Sheffield S1 1WB United Kingdom.

Phone: 44-114-2253274

Email: P.Crowther@shu.ac.uk

Drew Alexander at:

Name: Drew Alexander

Address: 1718 Timberlane, Prescott, AZ 86305

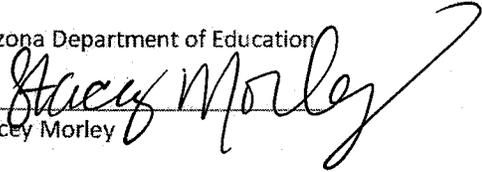
Phone: 928-778-7901

Email: ilovebeingadad@gmail.com

11. This Agreement may be amended by a writing signed by both parties.
12. Notice is provided of A.R.S. §§ 12-133, 12-1518 and 38-511.

Date: 3.26.13

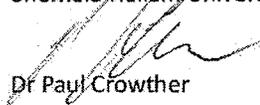
Arizona Department of Education


Stacey Morley

Executive Director of Government Relations

Date: 26/03/2013

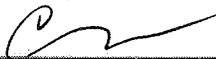
Sheffield Hallam University


Dr Paul Crowther

Head of Postgraduate Taught
Programmes

Acknowledged

Date: 3/26/2013



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