



Data Sharing Agreement

Between the Arizona Department of Education and the Arizona Rehabilitation Services Administration

By this Data Sharing Agreement (Agreement), the Arizona Department of Education (ADE) and the Arizona Rehabilitation Services Administration (RSA) (Agency) intend to follow U.S. Department of Education initiatives on Safeguarding Student Privacy (www2.ed.gov/policy/gen/guid/fpco/ferpa/safeguarding-student-privacy.pdf), the Federal Family Educational Rights and Privacy Act (FERPA), and its implementing regulations.

1. Recitals

As a state educational agency, ADE may collect and maintain student educational records and receive information from public educational agencies (PEAs) consistent with applicable state and federal laws and subject to FERPA, as authorized by 20 U.S.C. § 1232g(b) and [34 CFR part 99](#). Consistent with FERPA, ADE 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 of:

- Conducting studies for or on behalf of educational agencies or institutions to improve instruction and student achievement, as those terms are defined by FERPA, [20 U.S.C. §1232g\(b\)\(1\)\(F\)](#) and [§99.31\(a\)\(6\)](#).
- Auditing or evaluating a Federal- or State-supported education program; or enforcing or complying with Federal legal requirements that relate to those programs. [20 U.S.C. 1232g\(b\)\(1\)\(c\), \(b\)\(3\), and \(b\)\(5\)](#) and [§99.31\(a\)\(3\) and 99.35](#).

The Arizona Rehabilitation Services Administration Vocational Rehabilitation (VR) Program, an Administration within the Arizona Department of Economic Security (DES), partners with eligible individuals who have disabilities to achieve their goals for both employment and enhanced independence by offering comprehensive services and supports. RSA strives to deliver services that result in employment and independence consistent with the self-direction and informed choice of the person. The data collected by RSA is consistent with applicable state regulations and federal laws and subject to 34 C.F.R. Part 361. Consistent with 34 C.F.R. § 361.38(d), RSA may disclose to an organization, agency, or individual engaged in audit, evaluation, or research only for purposes directly connected with the administration of the vocational rehabilitation program or for purposes that would significantly improve the quality of life for applicants and eligible individuals.

2. Purpose of the Research

The purpose of this Agreement is to document the terms under which ADE and RSA will exchange personally identifiable student/client information for evaluation purposes, and designate each other as authorized representatives in accordance with applicable federal and state laws concerning access to confidential student/client records. As RSA's authorized representative, ADE may have access to PII in RSA's custody for use in the research project identified in this Agreement and under the terms and conditions described in this Agreement. As ADE's authorized representative, RSA may have access to PII in ADE's custody for use in the research project identified in this Agreement and under the terms and conditions described in this Agreement.

ADE has requested the data described herein and included in the Section 3, Requested Data for the purpose of conducting an audit and evaluation. Specifically, ADE has requested the following data: (a) PII data and demographics for all clients attending Arizona high schools who are receiving VR services; (b) the data corresponding to those students' disability categories; (c) the VR services rendered on the Individualized Plan for Employment (IEP); (d) status of the case upon closure of the case; and (e) the name of the school district in which the client is/was enrolled. Through its proposed audit and evaluation, ADE seeks to use this data for purposes of: (a) identifying the connection between successful post-school outcome (PSO) data and transition services offered during high school; (b) researching whether and to what degree participation in transition services beyond high school graduation positively affects students' PSO engagement data; and (c) ensuring that ADE employs and distributes staff and other resources to appropriately meet demographic needs of both students and educators. ADE acknowledges that the data it has requested contains Personally Identifiable Information as defined in 34 C.F.R. § 99.3. and 34 C.F.R. § 361.38 (d).

RSA has requested the data described herein and included in the Section 3, Requested Data for the purpose of conducting an audit and evaluation. Specifically, RSA has requested the following data: (a) PII data and demographics for all Arizona high school students who are receiving special education services in Grades 9-12 per high school; (b) the data corresponding to those students' disability categories; and (c) those students' corresponding PSO data. Through its proposed audit and evaluation, RSA seeks to use this data for purposes of: (a) ensuring that RSA employs and distributes staff and other resources to appropriately meet demographic needs; (b) preparing for the number of anticipated referrals that would likely be initiated from a particular school district and address specific disability needs; (c) analyzing the effectiveness of the Transition to Work (TSW) services provided by specific high school districts that are intended to improve employment outcomes; and (d) researching whether and to what degree participation in vocational rehabilitation beyond high school graduation positively affects students' employment success. RSA acknowledges that the data it has requested contains PII as defined in 34 C.F.R. § 99.3.

This Agreement is intended to follow RSA initiatives on Safeguarding Student Privacy and 34 C.F.R. Part 361 as well as the U.S. Department of Education's initiatives on Safeguarding Student Privacy and FERPA and its implementing regulations.

3. Requested Data

List of data elements from RSA

ADE requests that data from the state fiscal years 2018-19, 2019-20, 2020-21, and 2021-22 received from RSA include the following data elements for all individuals in Grades 9-12 receiving VR services:

- Last name
- First name (Filter for first name to be loosened in order to account for shortened/complete names.)
- Date of birth
- Gender
- Primary disability
- Workforce Innovations Opportunities Act (WIOA) number
- If applicable, the status of the individual's case upon closure
- Services rendered that would be classified as pre-employment transition services

List of data elements from ADE

RSA requests that data from the state fiscal years 2018-19, 2019-20, 2020-21, and 2021-22 received from ADE include the data elements listed below for all individuals enrolled in Grades 9-12 with a disability and an IEP in effect. October Census Data will include the following elements:

- Last name
- First name
- Middle name (Filter for first and middle name to be loosened in order to account for shortened/complete names.)
- Date of birth
- Gender
- Grade
- English Language Learners (ELL) status
- Category of disability (federal categories, long list)
- County
- District of attendance
- Environment where services have been rendered
- PSO Data

RSA also requests data analysis reports developed by ADE as a result to this Data Sharing Agreement.

4. Effective Date and Term of Agreement

This Agreement shall take effect upon its signing by all parties and shall remain in effect until June 30, 2022 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 all parties.

5. Agreement Termination

Either party may terminate this Agreement immediately without notice if it perceives any violation of the terms of this Agreement.

If RSA breaches the terms of this Agreement, ADE will terminate the Agreement and no longer provide data to RSA.

If ADE breaches the terms of the Agreement, RSA will terminate the Agreement and no longer provide data to ADE

6. Data Destruction

ADE and RSA will destroy the PII provided under this Agreement when the information is no longer needed for the purpose specified, and in no event later than June 30, 2022.

7. Restrictions on Use

ADE and RSA will use the data provided under this Agreement for no purposes other than those described herein.

ADE and RSA agree not to redisclose to a third party any data files provided by ADE and RSA without prior consent from both parties.

ADE and RSA must not publish results that allow an individual student to be directly or indirectly identified.

8. Protection of Data

ADE and RSA will establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any and all PII provided under this Agreement. ADE and RSA agree to:

- Comply with the provisions of FERPA, 20 U.S.C. §1232g, and [34 CFR part 99](#) and all applicable state laws regarding confidentiality of student data, as well as the confidentiality of school and/or student level data.
- 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 CFR 99.35.
- Limit access to the data provided under this Agreement only to those authorized persons who have a legitimate interest in the data.
- Require all employees, contractors and agents who have access of any kind to comply with this Agreement, FERPA, and applicable Arizona law.
- Maintain all PII 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.
- Not disclose PII data contained under the Agreement or addenda to it in any manner that could identify any individual student, except as authorized by FERPA.
- Not report data of a group of students of less than 10.

- Ensure that the final product will not release any PII.

9. Method of Sharing Data

ADE will provide data to RSA via ADE Secure File Delivery System.

RSA will provide data to ADE via secure file delivery system.

10. Security Breaches or FERPA Violations

ADE and RSA shall be responsible for notifying each other in the event of a data breach as a result of data sharing.

If ADE and/or RSA believes the other party has violated FERPA, ADE and/or RSA shall contact the U.S. Department of Education Family Policy Compliance Office (FPCO).

11. Authorized Representatives

ADE and RSA designate the following individuals as an authorized representative for each party. This Agreement shall take effect upon its signing by all parties. The signed Agreement will be posted on ADE website.

Arizona Department of Education



Date: 8 / 6 / 18

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Arizona Rehabilitation Services Administration



Date: 8 / 3 / 18

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