



Forum Guide to Supporting Data Access for Researchers: A State Education Agency Perspective Data Forms and Agreements

Preliminary Research/Data Request Template

STATE DEPARTMENT OF EDUCATION

Mailing Address

Telephone

Web URL/Email Contact

Preliminary Application to Conduct Research Using Confidential Data

The form's Submission Instructions should:

1. Identify research priorities that would receive priority attention
2. Include considerations for reimbursement of costs that would affect agency decisions
3. Identify submission windows (e.g., some agencies specify submission windows at key points during the year)
4. Outline organizational requirements associated with the template
5. Specify content limits (e.g., limits on the number of words for certain items)
6. Provide transmittal instructions (e.g., number of copies, regular or registered mail, electronic)
7. Provide any stylistic instructions (e.g., font type and size)
8. Specify mandatory attachments (e.g., appendices, curriculum vitae)

Date:

Control Number: (TBD - Assigned by Agency)

Section I - Transmittal Letter

- a. Brief outline of proposed research
- b. Brief outline of data to be requested
- c. Benefit to the state education system and/or alignment with state education goals
- d. Key timelines for research
- e. Summary of qualifications

Section II - Requestor Information

- a. Name and title of requestor/principal investigator
 - i. Brief biographical sketch/summary of qualifications
 - ii. Research funder
 - iii. Research sponsor (if the requestor is a student or a contractor)
 1. Name
 2. Affiliation

Section II - Requestor Information (continued)

- b. Requestor's organizational affiliation
 - i. Unit or department
 - ii. Address
- c. Requestor's contact information
 - i. Physical address
 - ii. Mailing address
 - iii. Email address
 - iv. Telephone
- d. Names and titles of key research partners
 - i. Brief biographical sketches (summary of qualifications)
 - ii. Affiliations

Section III - Proposed Research

- a. General Introduction
 - i. Research title
 - ii. State education or education agency priorities being addressed
 - iii. Outline of key goals/objectives
- b. Research abstract
 - i. Purpose
 - ii. Research questions to be addressed, hypotheses to be tested
 - iii. Methodology to be used
 - iv. Specific datasets requested, selection criteria, and variables
 - v. FERPA exception relied upon
 - vi. Intent to use supplemental data
 - 1. Complementary aggregations
 - 2. Individual data links
 - 3. Local education agency (LEA) data or other sources
 - vii. Anticipated data outputs
 - 1. Descriptive statistics, frequencies, analytics
 - 2. Intended publication strategies (e.g., journal article, dissertation, book, internet)
- c. Explanation of why the proposed research requires the use of non-public data
- d. Explanation of the benefits of the proposed research to the state and the goals of the state system of public education

Section III - Proposed Research (continued)

- e. Outline of planned services to state education organizations (e.g., expert testimony on related issues, consultation services, suggestions for reporting formats, recommended policy considerations)
- f. Expected contributions to education research theory and practice
- g. Timeline
 - i. Start date
 - ii. Date(s) data are needed
 - iii. End date
- h. Estimated costs
 - i. Total cost
 - ii. Source of funding
 - iii. Opportunity/plan for procuring funds

Full Research/Data Request Template

STATE DEPARTMENT OF EDUCATION

Mailing Address

Telephone

Web URL/Email Contact

Application to Conduct Research Using Confidential Data

The form's Submission Instructions should:

1. Identify research priorities that would receive priority attention
2. Include considerations for reimbursement of costs that would affect agency decisions
3. Identify submission windows (some agencies specify submission windows at key points during the year)
4. Outline organizational requirements associated with the template
5. Specify content limits (e.g., number of words or page limits for free form items)
6. Provide transmittal instructions (e.g., number of copies, regular or registered mail, electronic)
7. Provide any stylistic instructions (e.g., font type and size)
8. Specify mandatory attachments (e.g., appendices, curriculum vitae)
9. Specify permissible attachments (e.g., brochures, letters of support)

Date:

Control Number: (TBD - Assigned by Agency)

Section I - Letters, Transmittal and Support

- a. Transmittal letter from the principal investigator or project sponsor (include as appropriate)
 - i. Project title
 - ii. Outline of the importance and benefits of the proposed research
 - iii. Outline of the contributions the proposed research will make to related scholarship
- b. Support letters to show support for and importance of the proposal (include as appropriate)
 - i. Letters from leaders of education agencies, education advocacy organizations or interests, governing boards, or advisory panels, especially if the project is proposed at the behest of or has a clear benefit to the organization

Section I - (continued)

- ii. Letters from institutional research divisions, Institutional Review Boards, or sponsored research units
- iii. Letters from interested parties whose influence may be seen as important to the approval of the project
- iv. Letters indicating the interest of other agencies that would like to participate (if links to data resources in other agencies are anticipated)

Section II - Requestor Information

- a. Name and title of requestor/principal investigator
 - i. Summary of qualifications (provide abridged CV in appendix)
 - ii. Research funder(s)
 - iii. Research sponsor (if the requestor is a student or a contractor)
 - 1. Name
 - 2. Affiliation
- b. Requestor's organizational affiliation
 - i. Unit or department
 - ii. Address
- c. Requestor's contact information
 - i. Physical address
 - ii. Mailing address
 - iii. Email address
 - iv. Telephone
- d. Names and titles of key research partners
 - i. Summary of qualifications (provide abridged CVs in appendix)
 - ii. Affiliations
- e. Names and titles of all individuals who will have access to files containing student-level data provided by the state education agency (SEA) during the term of the proposed research (provide names, roles and responsibilities, and affiliations in the appendix).
- f. Indication of whether any named researchers have ever received data from the SEA in the past.
 - i. If data have been received, identification of the project and SEA point of contact.
 - ii. If data have been received, description of the status of the project for which data had been shared, including references to publications resulting from the work and a copy of the applicable Data Destruction Certificate if the work has been completed.

Section III - Proposed Research

- a. General introduction and abstract
 - i. Project title
 - ii. State education or education agency priorities being addressed
 - iii. Outline of key goals/objectives
- b. Research narrative
 - i. Purpose
 - ii. Research questions to be addressed, hypotheses to be tested
 - iii. Methodology to be used
 - iv. Research plan
 - v. Specific datasets requested, selection criteria, and variables
 - vi. FERPA exception relied upon
 - vii. Intent to use supplemental data
 - 1. Complementary aggregations
 - 2. Individual data links/matches to other data sources
 - 3. Local education agency (LEA) data or other sources
 - viii. Anticipated data outputs
 - 1. Descriptive statistics, frequencies, analytics
 - 2. Intended publication strategies (e.g., journal article, dissertation, book, internet)
 - ix. Outline of planned services to state education organizations (e.g., expert testimony on related issues, consultation services, suggestions for reporting formats, recommended policy considerations)
- c. Explanation of why the proposed research requires the use of non-public data
- d. Explanation of how the proposed research will benefit the mission and goals of the state system of public education
- e. Expected contributions to education research theory and practice (include literature review and references in the appendix)
- f. Timeline
 - i. Start date
 - ii. Date(s) data are needed
 - iii. End date
- g. Estimated costs
 - i. Total costs
 - ii. Source of funding
 - iii. Opportunity/plan for procuring funds

Section IV - Data and Data Element Requirements

- a. If requesting a longitudinal cohort, selection criteria including time frames, student characteristics, grade levels, program types, performance levels, geographic areas including particular schools or combinations of schools, and other characteristics that define the cohort.
- b. Characteristics that will define the comparison or control group, if such a group is desired to support the research (note: comparison groups must be a subset of students related to the proposed research and cannot be defined as “all students” or “all students not included in the cohort”.)
- c. Purpose and source of a matched dataset, where the requestor will provide confidential data files containing individual data that will be “matched” or “linked” to state education student-level data, including authority to link the matched dataset if requested and permitted. The following personally identifying data elements that will be provided for matching or linking should be specified:
 - ___ First name
 - ___ Last name
 - ___ Middle initial
 - ___ Date of birth
 - ___ Gender
 - ___ Common identifier (state assigned student ID)
 - ___ Social Security number
 - ___ Other (specify: demographic characteristics, address, assigned school or school number, etc.)
- d. If applicable, requirements of cross-sector data involving other state agencies or organizations such as early learning, social services, postsecondary, or workforce, including authority to link the incoming data set.
- e. Detailed explanation of any request that requires individually identifiable student-level data rather than de-identified student data be provided to the researcher.
- f. Detailed description of the specific data elements that are being requested and other information included in the table below.

Section IV - Data and Data Element Requirements (continued)

In the table below, each data element should be listed, with only one data element per row. Additional rows may be added as needed. To the extent possible, data definitions and specifications should originate in the SEA's data dictionary at <cite data dictionary or metadata sources>. If this is not feasible, the element taxonomy and definitions available in the NCES Common Education Data Standards tables (available at <https://ceds.ed.gov/elements.aspx>) should be used.

Data element (cite taxonomic source)	Years requested	School, school type, school district (or statewide)	Grade level(s)	Relationship of element to proposed research (be as specific as possible; if an insufficient case is made, the element may not be provided)

Section V - Security and Confidential Data Protection Procedures

Security procedures include the technical and non-technical measures put into place by the requestor/ requesting organization to ensure that records are not misplaced, stolen, accessed inappropriately, or publicly released in any way. The requestor should provide a brief description of, or reference to, the procedures that are in place and/or will be used for securing data provided in support of the proposed research (e.g., a copy of the organization's data security plan could be attached). Technical procedures include firewalls, internal and external network security, password security, physical security, restricted access, physical and electronic data storage, risk mitigation, and regular security audits. Nontechnical procedures include restrictions regarding which staff may access and view confidential data, the processes they must observe, and how access will be revoked when no longer needed. This includes informing staff of their obligations in handling confidential data and getting their signoff. Nontechnical procedures also include thorough reviews of all data products to ensure that individual identities cannot be "reverse engineered" from datasets because of small cell sizes or separate data displays that can be combined to reveal identities. The procedure used to destroy or return all identifiable data provided by the agency at the project's completion should be included.

The SEA should reserve the right to conduct security audits/reviews as necessary.

Section VI - Approvals

Appendices - Supporting Information

- a. Curriculum vitae (CV) for key staff, partners (reference Sections II.a and II.d).
Note: Suggest CV parameters that limit length to 500 words or 2–3 pages to include name and contact information, education highlights, employment highlights, relevant publications, relevant research and collaborations, and personal references.
- b. Names, titles, roles, responsibilities, and affiliations of all personnel who will be authorized to access student-level data provided by the SEA and any consequent iterations of those files (reference Section II.e).
- c. Literature review, important references (reference Section III.e)

Data Sharing Agreement Template

STATE DEPARTMENT OF EDUCATION

DATA SHARING AGREEMENT BETWEEN THE STATE DEPARTMENT OF EDUCATION AND

NAME OF REQUESTOR/PRINCIPAL INVESTIGATOR OR REQUESTING ORGANIZATION

Control Number: Assigned by the agency, same number as assigned to the Requestor's application

Note: This template is intended to serve as the basis for a legally binding agreement. It is suggested that the agreement, to the degree possible, be written in plain language so that the intent and requirements are clear and actionable. However, the agreement will need approval of the agency's legal counsel and there may be administrative or state requirements in addition to—or other than—what is suggested below. Organization of the agreement may have to conform to agency requirements as well. For additional considerations for this agreement, consult "Guidance for Reasonable Methods and Written Agreements" (http://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemtd_agreement.pdf).

A. INTRODUCTION

An introductory section provides background considerations that establish the basis for any process, including a research proposal, whereby student-level data (whether identifiable or de-identified) are provided or effectively loaned to a requestor. Considerations include

- addressing requirements of pertinent federal or state legislation;
- limitations on disclosure;
- responding to an executive, legislative, or state board research agenda/issue;
- responding to an agency request for applications, proposals, proof-of-concept, or demonstration of capabilities;
- proposing research that is of interest to the state's system of education;
- developing a methodological process for calculations/report design; and
- testing technical issues such as business rules associated with linking data across agencies and time.

The parties to the agreement should be introduced as organizations that have entered into this agreement to address a consideration, such as those referenced above. The requestor and requesting information should match submissions originally provided in Section II of the approved research application (Full Research/Data Request form).

If the research is to be conducted under FERPA's audit or evaluation exception, the agreement must formally designate the requester as an "authorized representative" under FERPA.

The accepted project proposal and any modifications pertaining to it should be included as attachments to the agreement, and by reference should be considered as a part of the agreement. An abstract or summary of the proposed agreement may be included in the introductory section as it appeared in the accepted research proposal section (Section III.a).

B. PURPOSE

The purpose section provides a basis for limiting the use of data provided by the SEA through the agreement. The section outlines all intended and agreed-upon objectives that are to be addressed through the agreement. The verbiage for this section should match what is included in Section III.b of the approved research application and should include all of the anticipated objectives of the research, including direct services to state education organizations (SEA).

With the objectives stated, this section should end with language that directs the recipient of the data to limit its use to support the specific objectives of the approved research. It should also direct the recipient to inform and seek approval from the agency for any substantive changes in the objectives that expand the agreed-upon purposes, and which could affect uses of the data or duration of the project.

C. JUSTIFICATION

This section includes the rationale for conducting this research using confidential student data as stated in the agreed-upon research proposal, Section III.c. It may also reference legal authority from state or federal law. Additional statements should be included that describe the benefits to be gained by the participating parties to the agreement from Sections III.d and III.e of the proposal.

The research purpose should be consistent with one of the FERPA exceptions. Data sharing for research is permissible under the studies exception if the research is for, or on behalf of, a school, school district, or postsecondary institution and is for the purpose of developing, validating, or administering predictive tests; administering student aid programs; or improving instruction. The audit or evaluation exception permits data sharing to evaluate federal- or state-supported education programs. Education programs must be “principally engaged in the provision of education,” and include early childhood programs, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education. Any program that is administered by an educational agency or institution falls within this exception.

D. IMPLEMENTATION

This section outlines the action steps that will be taken to implement the agreement. It provides details describing the timing and sequencing of steps. Information concerning the secure transfer of data files from the agency to the requestor should also be included.

In some cases, an agreement may be executed through a system of approved work orders. Such agreements are common, for example, between SEAs and the College Board and/or ACT. In such cases, an attachment to this agreement should include the template for work orders. This section should outline any requirements for the work order process.

E. TERMS AND CONDITIONS (also known as Security and Access pertaining to Student Records; Security, Confidentiality and Privacy Protection, and Public Access)

This section spells out all conditions and expected practices that will be observed when handling student-level data provided by the SEA. It may include specific statements or expectations required in state or federal law. This section may require input by the agency’s legal counsel, and should include provisions that specify the individuals who can view and handle data, as well as assurances that those individuals are fully briefed and have signed off on applicable confidentiality and security measures. This section may also include references to security practices outlined in Section V of the research proposal. The following statements are often included in SEA agreements, although specific language and the order of their appearance may vary:

1. These data remain the property of the SEA and are provided for the sole purposes of this agreement. This agreement does not constitute a release of student-level data for the requestor's discretionary use; these data may only be accessed to carry out responsibilities throughout the duration of the project specified herein. Any additional ad hoc analyses or other uses of the data, or maintenance of data files beyond the terms specified in the agreement, is not permitted without the expressed written approval of the SEA.
2. Student-level data provided through this agreement will neither be publicly disclosed nor used to affect the rights, privileges, or benefits of individual students. The requestor shall abide by applicable state and federal laws and guidelines, or other appropriate methods agreed upon between the researcher and the SEA, such as those referenced in the Institute for Education Sciences Statewide Longitudinal Data Systems Technical Brief 3, "Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting" (NCES 2011-603) when displaying data in public reports. Publicly reported aggregations of data will contain no groupings of data fewer than <XX> students.
3. When the data files provided pursuant to this agreement are no longer needed to support the purposes of this agreement, all files, including those with student-level data, shall be destroyed and the agency shall be informed of its destruction using the Certificate of Data Destruction Template included as an attachment to this agreement.
4. Electronic files provided by the SEA to <requestor> may contain information concerning "pupils" or "students" as defined in Section <XXXX.XX> of state statutes and in the federal Family Educational Rights and Privacy Act (FERPA – reference 20 U.S.C. 1232g), or information deemed to be confidential under another federal or state statute. Therefore the following provisions will be observed:
 - a. The requestor will limit access to data files provided pursuant to this agreement to employees or contractors referred to in Section II.e of the accepted proposal and will request any changes—e.g., additional staff or reassigned and terminated staff—as amendments to this agreement to the agency.
 - b. The requestor will ensure that employees and contractors accessing data files provided pursuant to this agreement receive and sign off on written instructions per the Personal Access Agreement template attached to this agreement.
 - c. If the purposes for which the data file was sent do not require personnel to print, display, or otherwise personally view the contents of the file, they shall refrain from doing so.
 - d. If meeting the purposes for which the data file was sent requires personnel to print, display, or otherwise personally view the contents of the file, it will be done in a manner that prevents the disclosure of the contents of the file by personnel not involved in the project.
5. Each data file provided by the agency to the requestor that contains student-level data and each printed copy of such information shall be stored in a secure location, such as a locked desk or file cabinet, except when in use for the purposes for which it was provided. Each automated file shall be stored in secure computer facilities with strict data processing controls.
6. Under no circumstances shall either party provide data developed pursuant to this agreement to any third party not specifically named in this agreement or to any entity or person ineligible to receive student-level data or prohibited from receiving such data by virtue of a finding under 34 CFR S.99.31 (a)(6)(iii).
7. If the requestor detects a breach or possible breach in the security processes adopted in support of this proposal, the requestor shall notify the agency within one business day of discovering the breach and outline the actions being taken to ameliorate the cause and effects of the breach. The requestor should agree to bear financial and legal responsibility for its own breaches, although the SEA may choose to notify individuals.

8. The requestor agrees to provide the agency with any proposed publications or presentations that are intended to make public any findings or results developed pursuant to this agreement for the agency's review at least <XX> days prior to the anticipated publication or scheduled presentation. Public release will not occur until the release is agreed to by the agency.
9. The SEA maintains the right to audit or monitor the researcher's performance under this agreement, especially with respect to the requestor's data stewardship practices.

F. DURATION (or the Term of the Agreement)

In no case should an agreement be of indefinite duration. The beginning and end dates should be specified with at least two stipulations:

- The agreement may be terminated by either party prior to the end date upon the written notice of either party. Thirty days' notice is common.
- Modifications can change the duration if both parties agree. In some cases, there are provisions that allow a specific extension—such as one year—upon satisfactory performance. Occasionally such extensions can be automatic as long as they are agreed to by the parties.

G. REIMBURSEMENT OF COSTS

If there are costs to be recovered through the provisions of the agreement, they should be specified. If a specific amount cannot be calculated, the means for their calculation and any outside limits should be stipulated. If there are requirements for billing at specified project points, they should be specified as well.

H. CONTACT POINTS

Key personnel who have detailed knowledge about aspects of the agreement from both parties should be identified. The postal service mailing addresses should be included, as well as telephone numbers and email addresses.

I. APPROVALS

Legally responsible officials representing all key parties to the agreement should sign the agreement. In some cases this may include the agency head, the Chief Information Officer, the Chief Security Officer, and/or the Chief Financial or Administrative Officer.

ATTACHMENTS

- A. Approved research/data request proposal
- B. Proposal modifications
- C. Work order formats, if required
- D. Personal access agreement
- E. Data destruction certification
- F. Agreement modification request

Agreement Modification Request Template

STATE DEPARTMENT OF EDUCATION

Mailing Address
Telephone
Web URL/Email Contact

Agreement Modification Request

Project Title:

Control Number:

Modification Number:

Note: This Agreement Modification Request template focuses on modifying one or more elements of the accepted research proposal. When modifications are approved, they become a part of the implementing agreement and are legally binding. It is suggested that the original proposal template be used as a basis for the modification template. Therefore, this proposed template is built around the key information blocks (sections II through VI) of the proposal template. **Parties submitting an agreement modification request would only revise the applicable sections of the originally approved Application to Conduct Research Using Confidential Data agreement. If there are no changes in a particular section, the parties simply indicate “no change.”** Note that some modifications, such as changes in personnel who access data and the duration of the project, affect other forms as well. For example, changes in personnel may require the execution of new personal access agreements.

Section I – Transmittal and Organizational Approval of the Change Request

- a. Transmittal letter from the principal investigator or project sponsor (include as appropriate)
 - i. Project title and control number
 - ii. Outline of the modification being requested and refer to the information block being changed
 - iii. Justification for the modification
- b. Organizational approval/support letters

Section II – Changes in Requestor Information

- c. Change in name and title of requestor/principal investigator
 - i. Change in summary of qualifications (provide abridged curriculum vitae (CV) in appendix)
 - ii. Change in research funder(s)
 - iii. Change in research sponsor (if the requestor is a student or a contractor)
 - 1. Name
 - 2. Affiliation
- d. Requestor’s organizational affiliation
 - i. Unit or department
 - ii. Address
- e. Requestor’s contact information
 - i. Physical address
 - ii. Mailing address
 - iii. Electronic address
 - iv. Telephone
- f. Change in names and titles of key research partners
 - i. Summary of qualifications (provide abridged CVs in appendix)
 - ii. Affiliations
- g. Change in names and titles of all individuals who will have access to files containing student-level data provided by the agency during the term of the proposed research (provide names, roles and responsibilities, and affiliations in the appendix).

Appendices - Supporting Information

- a. CV for staff/partner changes
- b. Changes in personnel authorized to access student-level data (including names, title, roles, responsibilities, and affiliations). Specifically identify those whose access is being revoked and briefly explain why.
- c. Additional literature/research citations

Section III – Changes in Proposed Research

- a. Changes in general introduction and abstract
 - i. Change in project title
 - ii. Change in state education agency (SEA) priorities being addressed
 - iii. Change in outline of key goals/objectives
- b. Changes in the research narrative
 - i. Change in purpose
 - ii. Change in research questions to be addressed, hypotheses to be tested
 - iii. Change in methodology to be used
 - iv. Change in research plan
 - v. Change in key datasets, selection criteria, and variables
 - vi. Change in FERPA exception relied upon
 - vii. Change in intent to use supplemental data
 - 1. Complementary aggregations
 - 2. Individual data links/matches to other data sources
 - viii. Change in anticipated data outputs
 - 1. Descriptive statistics, frequencies, analytics
 - 2. Intended publication strategies (e.g., journal article, dissertation, book, internet)
 - ix. Change in outline of planned services to SEA (e.g., expert testimony on related issues, consultation services, suggestions for reporting formats, recommended policy considerations)
- c. Change in explanation of why this proposed research requires the use of non-public data
- d. Change in explanation of how the proposed research benefits the state and the mission and goals of the state system of public education
- e. Change in expected contributions to education research theory and practice
- f. Changes in timelines
 - i. Start date
 - ii. Date(s) data are needed
 - iii. End date
- g. Changes in estimated costs
 - i. Total costs
 - ii. Source of funding
 - iii. Existing funding
 - iv. Plan for procuring funding

Section IV: Changes in Data and Data Element Requirements

- a. Changes in the data that require new or updated files from the SEA. If requesting a new longitudinal cohort, include characteristics such as time frames, student characteristics, program types, performance levels, geographic areas including particular schools or combinations of schools, or other characteristics that define the cohort.
- b. Characteristics that will define the comparison or control group, if such a group is desired to support the changes (note: comparison groups must be a subset of students related to the proposed research and cannot be defined as “all students” or “all students not included in the cohort”.)
- c. Purpose and source of a matched dataset, where the requestor will provide confidential data files containing individual data that will be “matched” or “linked” to state education student-level data, if requested and permitted. The following personally identifying data elements that will be provided for matching or linking should be specified:
 - ___ First name
 - ___ Last name
 - ___ Middle initial
 - ___ Date of birth
 - ___ Gender
 - ___ Common identifier (state assigned student ID)
 - ___ Social Security number
 - ___ Other (specify: demographic characteristics, address, assigned school or school number, etc.)
- d. If applicable, requirements of cross-sector data involving other state agencies or organizations such as early learning, social services, postsecondary, or workforce. They will be considered, where feasible.
- e. Detailed explanation of any change request that requires individually identifiable student-level data rather than de-identified student data be provided to the researcher.
- f. Detailed description of the specific data elements that are being requested and other information included in the table below.

Section IV (continued)

In the table below, each data element should be listed, with only one data element per row. Additional rows may be added as needed. To the extent possible, data definitions and specifications should originate in the SEA's data dictionary at <cite data dictionary or metadata sources>. If this is not feasible, the element taxonomy and definitions available in the NCES Common Education Data Standards tables (available at <https://ceds.ed.gov/elements.aspx>) should be used. Note that requests for “all variables” are not acceptable.

Data element (cite taxonomic source)	Years requested	School, school type, school district (or statewide)	Grade level(s)	Relationship of element to proposed research (be as specific as possible; if an insufficient case is made, the element may not be provided)

Section V: Changes in Security and Confidential Data Protection Procedures

Description of changes in security procedures including the technical and non-technical measures being implemented.

Section VI: Approvals

Personal Access Agreement Template

Note: This template reflects requirements used by several SEAs to ensure that staff who access student-level data understand their obligations. These types of agreements have long been used by postsecondary institutions and governing bodies, frequently referred to as “Buckley Agreements.” As with other legally binding requirements, these types of acknowledgements require review by legal counsel.

STATE DEPARTMENT OF EDUCATION AUTHORIZED RESEARCH

Project Title:

Control Number:

The <principal investigator/requesting organization> has entered into an agreement to conduct a research program, referred to above, with the <state education agency (SEA)>. The research project requires designated project staff to access and work with confidential student-level data provided by the SEA for the purposes of the project. All persons who access these data must be aware of the limited purposes for which these data are being made available, and of the federal and state laws governing their availability and use. This acknowledgement is intended to ensure attention to these requirements by project staff who will work with the data sources.

ACKNOWLEDGEMENT REGARDING THE HANDLING OF CONFIDENTIAL STUDENT-LEVEL DATA

The undersigned individual has been granted access to confidential data files maintained for purposes attendant to public education in the <State of XXXX> as outlined in the research project referenced above. These data may originate in classrooms and schools throughout the state and are founded in data collected from and about individual students. As such, they are confidential and are to be protected from public release under state and federal law. The purpose of this acknowledgement is to ensure that all individuals who are granted access to these data understand the confidential nature of the data, limitations regarding the use of the data, the strict prohibitions against public disclosure of the data, and the consequences of intentional or unplanned release or misuse of confidential student data.

By his or her signature, the undersigned individual acknowledges and agrees to the following:

1. These data are provided for the sole purposes of a legally binding agreement between the SEA and the Principal Investigator/requestor organization. The principal investigator/requestor has made copies of the signed agreement available for review. The data may be accessed only to carry out the requirements of the project specified therein. The agreement does not allow discretionary use of the data provided for the project. Ad hoc analyses, uses of the data, or maintenance of data files beyond the terms specified in the agreement are not permitted without the expressed written approval of the SEA.

2. Data being provided for this project include student education records defined in federal and state laws and attendant regulations. These laws govern the legal uses of these data and requirements intended to protect the privacy of the individuals represented therein. The relevant federal law is the Family Education Rights and Privacy Act of 1974, commonly known as “FERPA” or the “Buckley Amendments,” 20 USC, Section 1232g and implementing regulations, 34 CFR, Part 99. The relevant state law is S. XXXXXX. In compliance with these laws, the following provisions shall be observed:
 - a. The undersigned will limit access to data files provided pursuant to this agreement only to employees designated by the <requestor/requesting agency>.
 - b. If processing requirements for data files do not necessitate that personnel print, display, or otherwise personally view the contents of the file, they shall refrain from doing so.
 - c. If processing requirements necessitate that personnel print, display, or otherwise personally view the contents of the file, it will be done in a manner that prevents the disclosure of the contents of the file by unauthorized personnel or those not involved in the project.
 - d. Each of the project data files that contains student-level data and each printed copy of such information shall be stored in a secure location such as a locked desk or file cabinet, except when in use for the purposes for which it was provided. Each automated file shall be stored in secure computer facilities with strict data processing controls.
 - e. Under no circumstances shall either party provide data developed pursuant to this agreement to any third party not specifically named in this agreement.
 - f. If designated personnel detect a breach or possible breach in the security processes adopted in support of this project, they shall immediately bring it to the attention of supervisory personnel.
3. If the project includes data that are or will be linked to other data resources (e.g., workforce or social services data), there may be additional state and federal requirements with respect to defining and handling confidential data that may need to be referenced. Data may not be linked unless permitted in the agreement.
4. Access to project data files is limited to computers and settings that comply with relevant SEA regulations and policies <which need to reflect appropriate standards of care related to network accessibility, use outside of secure facilities, and use on personal laptops>.
5. If there is any change in the responsibilities of the undersigned—including reassignment, promotion, or termination—that affect duties with regard to accessing student-level data attendant to the project, authority to access and manipulate project files will be immediately revoked and the undersigned will refrain from storing, accessing, or manipulating project files.
6. Unless otherwise specified, this acknowledgement spans the period <date> to <date>.

Name: _____

Title: _____

Signature: _____

Witnesses:

1. _____

2. _____

Approval: _____ (Date) _____

Data Destruction Certification Template

STATE DEPARTMENT OF EDUCATION CERTIFICATE OF DATA DESTRUCTION

Required of All Projects Receiving Access to Confidential Data from the State Education Agency (SEA)

Project Title:

Control Number:

Note: Some states may dictate processes that govern the destruction of administrative data and derived datasets, especially data containing individually identifiable information. These processes may be generalized across all agencies or may be specific to particular agencies. Healthcare agencies have long histories related to the destruction of confidential data and may be a source of usable templates. As with all legal documents, counsel should advise the process. The template provided below is a modified version of those used by some healthcare agencies.

In accord with the provisions of the Data Sharing Agreement between the < state education agency (SEA)> and the requestor/requesting organization, the data files and all related information described below were destroyed as required in Section E.8 of the agreement pertaining to <Project Title>, Control Number <XXXX>.

Date submitted:

Organization/Principal investigator:

Scheduled date of destruction (per original agreement):

Actual destruction date:

Description of records and/or record series disposed of:

Volume number or file title or reference number	Media type	Record or file name	Inclusive dates covered	Comment

Method of destruction:

Check all that apply

Provide details on methods

<input type="checkbox"/>	Secure file deletion	
<input type="checkbox"/>	Data deletion tool	
<input type="checkbox"/>	Other data deletion	
<input type="checkbox"/>	Cross cut paper shredding	
<input type="checkbox"/>	Hard disk physical destruction	
<input type="checkbox"/>	Other media physical destruction	

I hereby certify that all copies of the files described above have been destroyed in the manner indicated.

Signed:

Principal Investigator

Name

Date:

Title

Signed:

Organization Auditor

Name

Date:

Title

Notary:

Source: <https://www.cancercare.on.ca/common/pages/UserFile.aspx?fileId=13766>