

2018-19 DPS RESEARCH PROCESS AND FORMS

Office of Research and Accountability



Durham Public Schools Guiding Research Practices & Frequently Asked Questions

Guiding Practices and Standards:

Individuals wishing to conduct research projects in Durham Public Schools (DPS) must adhere to the following standards.

1. A complete research application must be submitted on or before the deadline listed to be reviewed in that meeting cycle. Incomplete applications will be returned without review. The complete application consists of:
 - a. Application
 - b. Research Proposal
 - c. Curriculum Vitae or resume for the researcher and collaborators
 - d. Data collection instruments and timeline for collection
 - e. Institutional Review Board (IRB) approval, including the IRB submission.
 - f. As needed – a letter of support from the doctoral or master’s advisor.
 - g. Consent forms
 - h. Fee Payment
2. Proposals must comply with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
3. Proposals must comply with DPS policies.
4. All research projects must be approved by the DPS Research Process prior to the start of any research.
5. No undergraduate research applications will be approved.
6. Research applications for students in a masters’ or doctoral program will not be considered unless the student is a current DPS staff member. The fee will be waived after the employee has a workshop with the Coordinator of Grants & Research.
7. DPS principals and teachers may not be contacted about participating in the research prior to approval through the DPS Research Process. However, you may contact the central office staff to determine feasibility and viability prior to submission instead of the school personnel.
8. Proposals that collect student data related to a particular project or treatment must gain active parental consent (parents must opt-in to the project) and active student consent if the students are of age to provide consent.
9. Proposals that collect staff data related to a particular project must gain active participant consent.
10. Video and audio recordings that may include students are not allowed.
11. DPS students, staff, schools and the district itself may not be identified in any publications or presentations, unless requested and approved by the district.
12. DPS does not approve or distribute surveys or flyers for studies that have not been approved through the Research Review Process.
13. DPS does not recruit participants for studies that have not been approved through the Research Review Process.
14. For projects that are a part of a research grant, DPS teachers should be compensated for their participation outside of school hours (i.e., before or after school, summer, intersession, etc.).

Application Deadlines:

DPS strongly encourages anyone interested in submitting a proposal to do so as far in advance as possible of the proposed start date. It is important that researchers submit a complete, well-conceived, thorough application for the Research Review Committee to make an informed decision on the applications. If your research proposal is denied, you must wait 12 months before resubmitting your application package.

All proposals are reviewed by the DPS Research Review Committee. It is the goal of the DPS Research Review Committee (RRC) to notify all researchers within 4 weeks of the submission date of their research proposal of the RRC’s decision in regards to their submitted research proposal. The table below outlines external research proposal due dates for the 2016-17 school year.

Research Review Cycles for 2017-18

Intended Start of Research	Submission Deadline	Tentative Proposal Decision
On or after August 15, 2018	July 16, 2018	August 10, 2018
On or after November 1, 2018	October 8, 2018	October 26, 2018
On or after March 1, 2019	January 28, 2019	February 25, 2019
*On or after June 11, 2019	April 29, 2019	May 28, 2019

*Submissions for the April cycle are for proposals to begin with the 2019-2020 school year and include time for summer preparation/planning prior to the July submission cycle.

Research Application Fees:

A non-refundable payment must be submitted along with the application by each cycle’s deadline to be considered for review. Please note that if the research study is not approved, the payment is still non-refundable.

Entity	Fee per application
University or University-Affiliated Program including Centers or Departments	\$100
Community or Partnering Agencies	\$100
Non-Profits	\$100
Research Agency (Federal or Regional)	\$100
External Evaluators	\$100
Durham Public Schools’ Staff/Employee	No fee after attending workshop

Data Collection and Processing Fees:

Durham Public Schools makes available to the general public aggregate data on many test scores and metrics, and will also provide information as required by North Carolina public records law and the Freedom of Information Act. These reports may be accessed via the district's website (www.dpsnc.net) or via North Carolina Department of Public Instruction (www.ncpublicschools.net).

Requests for additional data often require an investment of staff time to define the parameters of the request and to write computer programs to pull the requested data. Durham Public Schools receives multiple such requests each year. In order to help alleviate the financial burden that these activities (reviewing and responding to information and data requests) create, fees may be implemented depending on the depth and time commitment of the request.

Please note that these fees could apply to DPS-approved partnerships, grants, and research projects.

Frequently Asked Questions:

Who should I contact if I'm interested in conducting research in Durham Public Schools? Contact the DPS Research and Accountability Department. **DO NOT** contact principals, teachers, department heads, or other school officials. All research in Durham Public Schools **MUST** be reviewed by the R&A department and cannot begin without R&A approval.

What is considered research? Any investigation into students or staff in Durham Public Schools is considered research. This includes all data collection involving DPS students or staff, including surveys.

What's the difference between external and internal research? External research is research requested by agencies outside of Durham Public Schools, such as colleges and universities. It can also be research conducted by a DPS staff member for purposes not related to his or her job, such as completing a dissertation.

Why are all these procedures necessary? There are several very important reasons for the research proposal procedures. First, instructional time must be protected. Without the procedures, we would have no way to protect students and teachers from an overwhelming amount of research. Secondly, all research must be of high quality, aligned with the Guiding Principles, compliant with the Research Standards, and benefit the school system or individual school(s). Third, the procedures highlight the privacy laws that researchers must follow, and it allows us to establish clear agreements between DPS and researchers.

How do you make your decisions? The Research Review Committee will review the proposal based on the following criteria:

- There **MUST** be *minimal* impact on instructional time.
- The research should be beneficial to DPS and aligned to the Guiding Principles and comply with the Research Standards. Risks to DPS and its students **MUST** be minimal.
- Research conducted primarily to add to the general body of literature, without significant benefit to DPS, its schools or departments may be considered. However, they will be considered low priority

proposals and have a very low chance of being approved.

- All data collection and site visits **MUST** be completed by April 30 due to testing and other year-end activities.
- All research must support the Guiding Principles and best practices.
- All research **MUST** be legal, ethical, and compliant with DPS policies and the DPS Research Standards. The privacy of research participants must be protected at all times.
- Requests for data involving personal student data and information about their families will not be approved. **(No research involving personal and/or controversial student/family data will be approved.)**
- Researchers must be qualified to conduct research in the school district. The design and implementation of the proposal must be complete, thorough, well-constructed and acceptable to DPS.
- Any cost to DPS **MUST** be approved. Generally, proposals involving monetary cost to DPS are not approved. Research requiring the participation of large numbers of DPS employees, students and parents is also given low priority status. Research requiring a large amount of time from administrators, teachers, parents and/or students is rarely considered for approval.
- Research requiring particular risk for students, teachers, schools, parents, etc., such as external research dealing with physical, mental, emotional, social health-related matters; self-worth; family/personal problems; race; sexual behavior or orientation; illegal activities; etc. Benefits provided by external research in these areas do not compensate for the potential risks to participants.
- All approved studies must be approved by school principals or district administrators involved in the proposed study. If a principal or administrator declines to participate in the study (particularly for single site studies), the study may not continue, even if the Research Review Committee approved the study.

Who reviews research proposals and makes the final decisions? The Coordinator of Grants & Research completes the initial screening of all internal and external research proposals to ensure that all proposals are complete. Incomplete proposals will be returned without review. The complete proposals are then reviewed by the Research Review Committee (RRC). Input from principals, central office leaders and teachers may also be used to make decisions regarding research approval.

Will I be contacted if my proposal is denied? Yes. You will be notified in writing. You may request reconsideration by resubmitting your proposal 12 months after you have been notified of the decision. Revised proposals will not be reconsidered before this waiting period is complete.

What happens if my proposal is approved?

- You will be notified in writing. You will be asked to sign a Statement of Agreement stating the responsibilities of DPS and you/your organization.
- You should contact the principal or district office staff involved in the research. Present your approval notification and fully explain your research proposal **BEFORE** beginning the project. Keep in mind that **final approval rests with the school principal** or other parties involved the research.
- All meetings with school staff, students and parents must be arranged in advance. Meeting times must be convenient to and approved by participants.
- Full disclosure must be given to parents to ensure informed consent. Parents must sign a parental permission form granting permission for their child to participate in the research. All signed consent forms must be available at the request of the district or school-level personnel.

Legal and Ethical Risks/Obligations:

The study shall conform to federal regulations, DPS policy and sound educational research practice that ensures negligible risks for those involved and family/pupil privacy and protection rights. To this end, the originator of the request shall have the qualifications necessary for working in the school system as an educational researcher. Specific sections of the law may be found on the internet under the following headings.

[Family Educational Rights and Privacy Act \(FERPA\)](#) [Protection of Pupil Rights Amendment \(PPRA\)](#)
[Office for Human Protection - Federal Policy for the Protection of Human Subjects](#)
[American Psychological Association's Ethical Principles of Psychologists and Code of Conduct](#)

Although case-by-case, district approval shall be granted until specified data collection has concluded OR for a maximum of one-year from the approval letter's date, whichever comes first. After one-year the researcher must submit for approval a request for extension. For any research extending beyond one school year, the researcher shall submit an annual progress report along with a request for extension.

District approval does not constitute approval for the study to be conducted in any specific school. Researchers must obtain written approval of principals and others involved, prior to conducting research in the district. The researcher shall present the Research Review Committee's approval letter and briefing **materials to school principals or department heads before or upon an entrance meeting at the school or collection site.** The school or district administrator shall have several days to notify the researcher or Coordinator of Grants & Research if the school/entity does not wish to participate. The highest-ranking individual (usually the school principal) at the site of data collection must be briefed throughout the project's duration in his/her school. Data collection must be scheduled far enough in advance to allow for adequate planning at the school or classroom site.

If students participate, copies of all approved and completed informed consent forms shall be stored by the researcher for possible district review. Again, the researcher will be responsible for archiving and presenting this information upon request. No personal information on students shall be made available until parental permission forms are secured for each participant.

Confidentiality of student records and all student information shall be observed. The privacy and rights of individuals and schools shall be respected. Data with student, employee, school, or other personal identifiers shall not be reported or presented (school identifiers may be reported upon explicit approval). In addition to maintaining complete anonymity, all personal-identifying data shall be destroyed upon completion of analysis and the final report.

When conducting research in schools, individuals shall abide by DPS standards of professional conduct and dress. **Failure to do so will be cause for immediate termination of the study and retraction of research approval.**

The Assistant Superintendent of Research and Accountability may withdraw district approval at any time and for any reason. If approval is terminated, all research and accompanying activities involving the district, the external researcher, and/or the external agency will cease in DPS. **Note, the district does not merge, compile, or collect data for external research, unless required by law or contractually based upon approval of a DPS Data Use Agreement submitted by the external researcher requesting data**



Application for Research in Durham Public Schools 2018-2019

General Information	Title of Research Project:		
	Name:		
	E-mail address:		
	Business phone:		
	Address:		
	DPS Employees; List your school name or department.		
	All Others: List your university, organization, or business affiliation		
	Highest Degree Held:		
	Any Co-Researchers? If so, list name(s) and Highest Degree(s) Held:		
	Is this project part of a thesis or dissertation?		
Professor, Advisor's /Sponsor's Name(s) and Contact Information:			
Application Status	Is this a new application or a renewal to continue a previously approved research project? <input type="checkbox"/> New <input type="checkbox"/> Renewal If a renewal, please note edits/changes in the last section of the application		
List the DPS Department(s) that would be involved in or impacted by this study (grade, subject, etc.)			
Purpose of the Study (Limit to 100 words).			
Research Questions (Limit to 3 total)	<i>Research Question(s)</i>	<i>Specific Data Sets Needed to Answer Research Question(s)</i>	<i>Who Will Provide Data Needed (district, school, NCDPI, DPS website)</i>

	1.	➤	➤
	2.	➤	➤
	3.	➤	➤
Design of the Study (Procedures, Methods, Timeline)			
2018-2023 DPS Strategic Plan Alignment The Research Office has developed the following guiding principles to assist DPS employees and external organizations in identifying external research proposals that are likely to be approved for completion within DPS.	<p><u>Alignment with proposal topics likely to be approved. (Check all that apply).</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Increase Academic Achievement <input type="checkbox"/> Safe School Environment <input type="checkbox"/> Whole Child Development: Mental Health Support, Intervention, Behavioral Management <input type="checkbox"/> Recruitment and Retention of High-Quality Educators and Staff <input type="checkbox"/> Math and/or Math Skill Improvement <input type="checkbox"/> Dropout Prevention, Improving Graduation Rates <input type="checkbox"/> Digital Learning and Instructional Technology Skill Development <input type="checkbox"/> School, Family and Community Engagement 		

<p>Describe How the Research Proposal aligns with one or more of the Above Principles.</p>			
<p>Direct and Long-Term benefits to the district as a result of the research study.</p>			
<p>Potential risks to Durham Public Schools or its students (all research has potential risks)</p>			
<p>IRB Approval and Protocol (All Research Proposals must have IRB approval before being submitted for the district's approval)</p>	<p><i>If there are aspects of the approved IRB protocol that do not apply to the Durham Public Schools' study, please describe below. If the research entity is not affiliated with a university/college, please indicate how your proposal has been reviewed for ethical considerations.</i></p>		
<p>All schools, students, and staff members directly involved in the research</p>	<p><i>Schools (List all schools requested)</i></p>		
	<p><i>Number of teachers involved</i></p>		
	<p><i>Number of students involved</i></p>		
	<p><i>Number of parents of involved</i></p>		
	<p><i>Name of each administrator involved</i></p>		
	<p><i>Other people involved</i></p>		
<p>Description of Target population</p>			
<p>Time Requirements</p>	<p><i>Student time involved (in-school):</i></p>	<p>Number of Students Involved:</p>	
		<p>Length of each session:</p>	
		<p>Number of sessions:</p>	

		Location of sessions:		
	Total teacher and staff time involved (in-school):	Number of Staff Involved:		
		Length of each session:		
		Number of sessions:		
		Location of sessions:		
	Number of School Administrator(s) Involved:	List names and hours of commitment (in-school time):		
	Number of Parents Involved:			
	Non-school Time Involved:	Students:		
		Teachers:		
		School Administrator:		
Parents:				
Others:				
District Staff Involved:				
Others Involved:				
Overall Data Collection	Outline what data points will be collected during the research study and identify what will be collected by the research team versus what would be provided by DPS staff. Add bullets as needed: <input type="checkbox"/> Data Point #1 <input type="checkbox"/> Data Point #2			
Data Needs from DPS	Outline what data points (as in spreadsheet headers) would be needed from DPS staff to complete the research study. Add bullets as needed: <input type="checkbox"/> Data Point #1: <input type="checkbox"/> Data Point #2:			
Data Collection Training and Supervision	Give details about the training and supervision process in your data collection.			
Involvement of and Assistance Needed from DPS students and staff	Describe the nature of the involvement and the time commitment.			
Additional Information (No research may begin before August 1 and all research must be completed by April 30)	Desired beginning date			
	Desired end date			
	Date research will be provided to DPS (within 60 days)			
	Other			

Renewal Applications Only: Do not complete if a new application. If a section does not apply, type N/A

Changes in investigators	➤
Changes in study design	➤
Changes in participant population	➤
Change in participant cost or compensation	➤
Changes in recruitment method	➤
Changes in questionnaire or survey	➤
Changes in risks or benefits	➤
Changes in location or research	➤
Changes in participant activity	➤
Changes in consent form(s)	➤
Changes in data needs/reports	➤
Other	➤

Checklist for Application Submission: The following items should accompany the research application. *Incomplete applications will not be considered for review.*

	Durham Public Schools Research Application
	Institutional Review Board (IRB) application, approval, and signed assurances
	Copies of all pertinent research-related documents including: data collection instruments, surveys, questionnaires, consent forms, communication letters, flyers)
	Resume(s) or Curriculum Vitae of all researchers/investigators
	Fee for Application (check for \$100 made payable to Durham Public Schools)
	Assurances page signed and completed

Assurances:

I agree to comply with these obligations and the Research Standards for Durham Public Schools. I assure Durham Public Schools that the research performed will not differ from the submitted research proposal application. I understand that the privilege of conducting this study along with future studies in Durham Public Schools is conditional upon the fulfillment of these obligations.

In addition, I am fully aware of the Federal Education Rights and Privacy Act (FERPA) guidelines as they pertain to the proposed study along with compliance on research processes and protocols and will incorporate these into the study’s implementation if approved.

Furthermore, I understand that if my application is denied, I must wait 12 months from the date of the committee’s decision before re-submitting. Lastly, upon completion of the research study, I will send an Executive Summary or Abstract (500 words) to the Office of Research and Accountability within 60 days. If the study’s findings are to be used in a published format, I will contact the Office of Research and Accountability along with the Assistant Superintendent of Research and Accountability to discuss regulations and guidelines prior to submission and/or publication.

If approved, I agree to the following compliance monitoring requirements:

- Completion and signature of a Data Sharing Agreement outlining which data components will be gleaned and used for the research study.
- Comply with the timeline for research (progress reports, final report, last day of research)
- Comply with the district terms of agreement as outlined in the approval letter if granted
- Reporting and monitoring compliance as outlined by the district.

Applicant’s Name(s): _____

Applicant’s Signature(s): _____

Date: _____

All communications shall occur between the applicant and the Department of Research and Accountability listed below:

Durham Public Schools—Department of Research and Accountability
511 Cleveland Street
Durham, NC 27701
Phone: 919-560-2027

Statement of Agreement (SOA) for Conducting Research 2018-19

This Statement of Agreement for conducting research, effective as of the ____ day of _____ 201_ is entered into by Durham Public Schools (DPS) and _____ for the research proposal entitled, _____.

For and in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

- I. Obligations of the Researcher
 - a. Inform the schools and/or departments that the DPS Research Review Committee has approved the research proposal. However, this approval does not require participation. All schools and/or department participation in research is voluntary except where federally required.
 - b. Inform school(s) and/or departments of all aspects of research project, including any data collection, and the voluntary nature of their participation.
 - c. Loss of instructional time must be minimal. Student participation in the program cannot interfere with the implementation of Individualized Education Plans (IEP). Approval for research and the continuation of the program will be withdrawn if the program interferes with the implementation of an IEP.
 - d. Active written consent must be obtained by all DPS staff and for all research projects. DPS does not approve research that requires passive consent.
 - e. If students will not be on their primary campus for this study, a plan for handling emergencies and student unrest while off-campus must be submitted to the Research and Accountability Department, before students will be allowed to participate in the program.
 - f. When conducting research in schools, individuals shall abide by DPS standards of professional conduct and dress. Failure to do so will be cause for immediate termination of the study and retraction of research approval.
 - g. All researchers must sign and adhere to the DPS Data Sharing Agreement.
 - h. Upon conclusion of the research, a final report will be submitted to the Coordinator of Grants and Research at no charge. A copy of the final report must be submitted within two months of final data collection. However, if a more formal report is to be released, the author shall provide DPS a formal copy at no charge. The researcher further agrees to release this report for use by DPS without remuneration.
 - i. In exchange for the cooperation of DPS, the researcher agrees to present his/her results to the district's senior staff and other involved in the study at no cost to DPS.
- II. Obligations of DPS Staff or Designee
 - a. Review and fully understand all aspect of the research proposal. Contact researcher or DPS Office of Research and Accountability for clarification if needed.
 - b. Determine appropriateness of research based on staff feedback, school culture, current research and/or intervention initiatives and any other pertinent factors.
 - c. Designate an On-Site Research Monitor for the project.
 - d. Ensure researcher and On-Site Research Monitor collect consent forms from all participating parents and students. These must be kept on file at the school(s).
 - e. Abide by the DPS Data Sharing Agreement. Do not release any identifiable student data.
- III. Term. District approval shall be granted through the end of the school year in which the SOA was generated. All research must be completed by April 30.
- IV. Termination for Convenience. DPS may terminate this Agreement immediately and at any time with or without providing written notice to the recipient.

- V. Monetary Terms. DPS may not be required to fund, staff, or provide any other resources to support this research proposal.
- VI. Modifications. Any modification to the terms set forth in this agreement shall nullify this agreement. Any modification in the approved research proposal shall nullify this agreement.
- VII. Compliance. All research activities must abide by the Family Education Rights and Privacy Act (FERPA), DPS Board policies, and research proposal procedures. The researcher is aware of FERPA (1998 and 1996 Amendments) North Carolina G.S. §115C or any other state or federal laws. All parties must abide the FERPA of 1998 and its 1996 amendments, as well as all portions of North Carolina G.S. § 115C that pertain to the use of education data, and agree to uphold both the legal and ethical intentions of each. As such, the researcher will not use secure data without proper notification or in any way that is prohibited by state or federal law. The researcher understands that to violate these laws risks the withdrawal of U.S. Department of Education funds and constitutes a misdemeanor under North Carolina law.
- VIII. Corporate and For-Profit Research. DPS does not participate in research that may ultimately be sold and/or marketed for profit.

Primary Investigator	Signature	Date
DPS Staff	Signature	Date
DPS Research & Accountability Staff	Signature	Date

Research Study Modification Request Form

Section 1: Identifying Information

Project Title:	
Principal Investigator:	
Email:	
Phone:	
University or Organization Affiliation:	

Section 2: Type of Modification

Check all that apply, and attach copies of all updated documentation (i.e. consent forms, questionnaires, recruiting documents, etc.)

- | | |
|---|--|
| <input type="checkbox"/> Change in investigators | <input type="checkbox"/> Change in location or research |
| <input type="checkbox"/> Change in study design | <input type="checkbox"/> Change in participant activity |
| <input type="checkbox"/> Change in participant cost or compensation | <input type="checkbox"/> Change in recruitment method |
| <input type="checkbox"/> Change in participant population | <input type="checkbox"/> Change in consent form |
| <input type="checkbox"/> Change in questionnaire or survey | <input type="checkbox"/> Change in method of advertisement |
| <input type="checkbox"/> Change in risks and benefits | <input type="checkbox"/> Other |

If "Other," please describe below:

Section 3: Modification Request

Please provide a summary of the changes you want to make to the approved application. Include a rationale for each change.

Section 4: Investigator Changes

Name	University/Organization	Email	Change (Add/Remove)

Section 5: Modification Assurance

- Will the modifications/amendments change the scope or objectives of the study? The following examples of actions are considered changes: change in the purpose that was originally approved; a change in data collection method; a change from the previously approved use of participants. Yes No
 - If “yes,” describe how and provide sufficient information/documentation to allow DPS to review and approve prior to implementation.
 -
- Will the modification/amendments change the risks/benefits to DPS? Yes No
 - If “yes,” provide sufficient information/documentation to allow DPS to review and approve prior to implementation.
 -

Section 6: Primary Investigator Assurance

As Principal Investigator, I acknowledge that I am responsible for reporting for any unanticipated problems or serious effects/reactions; that I will submit any proposed procedural modifications to DPS for review and approval. No such modifications will be put into effect without prior review. I will renew this application annually if it is a multi-year study. I confirm that the research process is being conducted in compliance with DPS guidelines and recommendations; that DPS is provided all information of the research study for complete review; and that this research project will not continue until modifications are approved and received.

Principal Investigator: _____

Date: _____

Research Study Continuing Review/Interim Report

Research reports are due by December 1 and March 1 of each year.

Section 1: Identifying Information

Project Title:	
Principal Investigator:	
Email:	
Phone:	
University or Organization Affiliation:	

Section 2: Status of Research

- No participants collected to date
- Recruitment and/or collection of new participants or review of records to continue.
- Study is no longer collecting, but participants are still involved in research-related activities.
- Study is no longer collecting and participants have completed research-related activities for this cycle year.
- Study collection is multi-year and will continue for the follow year pending approval of renewal research application.
- Study collection is permanently closed; participants have completed research-related activities, and any follow-up has been completed by research team. The remaining research activities are limited to only data analysis with collected data.

Section 3: Study Participant at Continuation Report:

Number of participants originally approved by DPS:	
Number of participants solicited since the last continuation report:	
Number of participants enrolled since the last continuation report:	
Number of participants who withdrew from the study since the last continuation report:	
Number of participants originally approved by DPS:	
Number of participants enrolled since the beginning of the study:	
*Number of participants who withdrew from the study:	

*Withdrawing includes any participants who started the process but did not complete, whether by leaving the study early, not returning for follow-up sessions, or if investigator terminates participation.

Section 4: Summary of Progress within Review Report Period:

- Since the last review report, was the study open to enrollment? Yes No
 - If “yes,” continue to next section. If “no,” continue to Section 5.
- Since the last review report, were participants enrolled in the study? Yes No
 - If you answered “no,” describe the reason(s) for no enrollment and then continue to Section 5.

- Have any participants complained or raised concerns about this study? Yes No
 - If you answered “yes,” please provide a description of complaints/concerns and how they were handled.
- Have there been any amendments since the last status report? Yes No
 - If you answered “yes,” were the amendments submitted to DPS via the modification form? Yes No
- Have there been any unanticipated problems with the study? Yes No
 - If you answered “yes,” please describe below:

Section 5: Primary Investigator Assurance at Review Period

I confirm that I have adhered to the DPS guidelines as established in the approved research application and confirmation letter. I attest to the accuracy of this report, and I accept responsibility for the conduct of this activity, the supervision of participants, and the maintenance of informed consent documentation as required by DPS.

Principal Investigator: _____

Date: _____

Research Study Completion Form

Section 1: Identifying Information

Project Title:	
Principal Investigator:	
Email:	
Phone:	
University or Organization Affiliation:	

Section 2: Project Status at closure date of April 30 (all studies must be completed by this date each year). Check one:

- Study completed as outlined in DPS application.
- Study received DPS approval, but the study was never initiated.
- Study received DPS approval; study procedures performed, and then study closed before completion.
- Study is ongoing over multiple years and renewal application has been submitted to DPS.

Section 3: Study Participant Status at Closure

Number of participants originally approved by DPS:	
Number of participants enrolled since the beginning of the study:	
Number of participants who withdrew from the study:	

Section 4: Study Safety Information at Closure:

- Have any participants complained or raised concerns about this study? Yes No
 - If you answered “yes,” please provide a description of complaints/concerns and how they were handled.



- If you answered “yes,” were the amendments submitted to DPS via the modification form? Yes No
- Have there been any unanticipated problems with the study? Yes No
 - If you answered “yes,” please describe below:

Section 5: Findings

- Have the results of this study been analyzed? Yes No
 - If “yes,” please provide an outline in bullet format of the relevant findings to DPS:
 -
 -
- Has this study resulted/will result in any presentations or publications? Yes No
 - If so, please detail below:

Section 6: Primary Investigator Assurance at Closure

I confirm that I adhered to the guidelines in the DPS protocol application. I attest to the accuracy of this report, and I accept responsibility for the conduct of this activity, the supervision of participants, and the maintenance of informed consent documentation as required by DPS. I understand that should there be a need to collect additional data, I will have to submit a renewal application and fee (if applicable) to DPS for review and approval before data collection can begin:

Principal Investigator: _____

Date: _____

**Agreement Regarding the Sharing and Use of Confidential Educational Data
For Use with Independent/Outside Researchers Who Receive Parent/Student Consent**

_____ (“Recipient”) hereby agrees to the terms of this Data Use Agreement (“Agreement”) for the purpose of sharing confidential student information between Durham Public Schools (“DPS” or “District”) and Recipient in a manner consistent with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations at 34 CFR part 99; the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and its implementing regulations at 34 CFR part 98; the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506 and its implementing regulations at 16 CFR part 312; N.C. Gen. Stat. §§ 115C-401.1 and 115C-402; DPS Board Policies 4200 to 4209 and their accompanying regulations and procedures; and other applicable laws and policies.

- 1. DPS Data.** Pursuant to the following terms of this Agreement, including but not limited to that the Recipient has received written consent from the Parent or Eligible Student as required by Paragraph 5, DPS will provide the following data and information (“Shared Data”):

- 2. Recipient Project.** Consistent with the terms and limits of this Agreement, Recipient will use the Shared Data for the following purposes:

- 3. Term.** The term of this Agreement shall commence upon the date of full execution and shall continue for a defined period of time ending no later than _____, unless sooner terminated as set forth in this Agreement

- 4. Purpose.** DPS is a local education agency that maintains student educational records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and its implementing regulations at 34 CFR part 99; N.C. Gen. Stat. §§ 115C-401.1 and 115C-402; DPS Board Policies 4200 to 4209; and other applicable law. Recipient is requesting access to certain student data maintained by DPS for Recipient’s independent research purposes, as described herein. The purpose of this Agreement is to set forth the terms and conditions upon which Recipient may be granted access to such student data in order to ensure that the student data is used appropriately and in compliance with all applicable federal, state, and local laws, regulations, and policies.

- 5. Student Records and Information.** Recipient shall obtain the written consent of a student’s parent or legal guardian (“Parent”) to allow Recipient access to an individual student participant’s student record information as identified in Paragraph 1. If the student is eighteen years old or older, Recipient shall obtain the written consent of the student (“Eligible Student”). Such written consent shall be provided on the form attached to this Agreement as Exhibit A.

- 6. Compliance with Applicable Laws, Policies, and Procedures.** To become or remain a recipient of the Shared Data, Recipient agrees to comply with the provisions of FERPA, PPRA, COPPA, and all other

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applicable laws and regulations in all respects. For purposes of this Agreement, FERPA includes 20 U.S.C. 1232g, Chapter 99 of Title 34 of the Code of Federal Regulations, and any Durham Public Schools Board of Education policies and procedures implementing these federal laws. PPRA includes 20 U.S.C 1232h, Chapter 98 of Title 34 of the Code of Federal Regulations, and any state law and Durham Public Schools Board of Education policies implementing these federal laws. COPPA includes 5 U.S.C. 6501-6505, Chapter 312 of Title 16 of the Code of Federal Regulations, and any state law and Durham Public Schools Board of Education policies implementing these federal laws. Nothing in this Agreement may be construed to allow Recipient to maintain, use, or disclose any Shared Data in a manner inconsistent with any applicable law, regulation, or policy.

7. Authorized Use of Shared Data.

- a. Recipient shall use or disclose the Shared Data only for purposes of research described in Paragraph 2 and only to the extent permitted by this Agreement and under applicable state and federal law.
- b. Recipient agrees to provide copies of any scholarly works, papers, publications, abstracts, research, reports, or findings resulting from Recipient's use and analysis of the Shared Data to DPS for review at least thirty (30) days prior to release to remove any personally identifiable information ("PII") included in any such documents before they are published.
- c. In any presentation or work product described in Paragraph 7.b, Recipient agrees not to identify the District or any of its schools by name. Recipient may identify the District as "a large school district in the Southeast."

8. Procedures for the Maintenance and Security of Shared Data.

While in the possession, custody, or control of Recipient, all Shared Data shall be stored in a secure environment with access limited to the least number of staff needed to complete the work requested by DPS. Recipient shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, DPS. Such measures shall include processes for transmission and storage of such data.

- a. Recipient agrees that it will protect the Shared Data against loss, destruction, and unauthorized uses or disclosures according to industry best practices and no less rigorously than it protects its own confidential information. Specifically, Recipient agrees that all student records and PII obtained in the course of providing services to DPS shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and Durham Public Schools policies, including but not limited to the laws and policies described in Paragraph 6 of this Agreement.
- b. For the purposes of ensuring Recipient's compliance with this Agreement and all applicable state and federal laws, Recipient shall designate one or more individuals as the primary data custodian(s) of the data that DPS shares with Recipient and shall notify DPS of the name(s) and title(s) of such individual(s) prior to any data being shared. DPS will release all data and information for this project to the named primary data custodian(s). The primary data custodian(s) shall ensure that the project shall be conducted in a manner that does not permit personal identification of DPS students by anyone other than representatives of Recipient who

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need such information for the purposes described in Paragraph 4 of this Agreement. The primary data custodian(s) shall also be responsible for maintaining a log of all data received pursuant to this Agreement and ensuring the timely destruction or return of the Shared Data as required by this Agreement.

- c. Recipient shall use industry best practices to protect DPS data from unauthorized physical and electronic access no less rigorously than it protects its own confidential information. All DPS data shall be kept in a secure location preventing access by unauthorized individuals. Recipient shall not forward to any person or entity other than DPS any student record or PII, including, but not limited to, the student's identity, without the advance written consent of DPS. Recipient agrees to handle any and all Shared Data appropriate access control and security, including password-protection and encryption in transport and electronic storage, and periodic auditing of data at rest. Data subject to FERPA shall not be emailed in plain text or used for marketing campaigns. Recipient will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- d. Recipient will maintain an access log delineating the date, time, and identity of any person or entity who is given access to any Shared Data student records who is not in the direct employ of Recipient. No such access shall be granted except in strict compliance with the terms and conditions of this Agreement and applicable law.

9. Prohibition on Unauthorized Use or Disclosure of Shared Data.

- a. Recipient agrees to hold DPS data in strict confidence. Recipient shall not use or disclose such data received from DPS except as authorized in writing by DPS or as required by law. Recipient shall not disclose any data obtained from DPS in a manner that could identify an individual student or parent to any other entity, attempt to infer or deduce the identity of any individual student or parent based on data provided by DPS, or claim to have identified or deduced the identity of any student or parent based on data provided by DPS.
- b. Recipient is prohibited from mining Shared Data for any purposes other than those agreed to in advance writing by DPS. Data mining or scanning of user content for the purpose of advertising and/or marketing to students or their parents is strictly prohibited.
- c. In no event will Recipient use any of the Shared Data for its own commercial marketing or advertising purposes, or for the commercial marketing or advertising purposes of any third-party. Recipient will not use any Shared Data to advertise or market to DPS students or their parents.
- d. In the event of any unauthorized use or disclosure, Recipient shall report the incident to DPS not less than one (1) business day after Recipient learns of such unauthorized use or disclosure. Such report shall identify:
 - i. The nature of the unauthorized use or disclosure,
 - ii. The data used or disclosed,
 - iii. Who made the unauthorized use or received the unauthorized disclosure,
 - iv. What Recipient has done or shall do to mitigate the effects of the unauthorized use or disclosure, and

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- v. What corrective action Recipient has taken or shall take to prevent similar unauthorized uses or disclosures.

Recipient shall also provide such other information related to the unauthorized use or disclosure that may be reasonably requested by DPS. DPS also may require that Recipient provide a written notice of the breach or disclosure, as well as a description of the corrective actions taken, to any DPS student or employee directly impacted by the breach or disclosure. Any such notice shall be subject to review and approval by DPS.

10. Employees, Contractors, and Agents. Recipient may share any of the Shared Data with any of its subcontractors only with the advance written permission of DPS. Any such request from Recipient shall be in writing and shall identify the person(s) or entit(ies) to whom disclosures will be made and the purposes of the disclosures. Should DPS, in its sole discretion, approve any such request, Recipient shall ensure that each approved subcontractor is contractually bound to adhere to all of the terms of this Agreement with respect to its possession and use of any Shared Data and is aware of its obligations under applicable law with regard to the possession, use and re-disclosure of any PII. Any such agreement between Recipient and its subcontractor(s) shall be subject to review and approval by DPS before any Shared Data is disclosed to the subcontractor(s). Nothing in this paragraph shall relieve Recipient of any its obligations under this Agreement, including its responsibilities to ensure the security of any Shared Data provided by DPS pursuant to this Agreement.

11. Monitoring and Auditing. Any Shared Data held by Recipient will be made available to DPS for review and inspect upon request of DPS. Recipient shall cooperate with DPS or with any other person or agency as directed by DPS, in monitoring, auditing, or investigating activities related to Recipient's use and safeguarding of the Shared Data, including but not limited to allowing inspection of the data logs described in Paragraph 6.b and 6.d of this Agreement. DPS and its auditors will maintain the confidentiality of any trade secrets of Recipient that may be accessed during an audit conducted under this Agreement.

12. Termination.

- a. Termination by DPS. DPS may terminate this Agreement immediately and at any time, with or without cause, by providing written notice to Recipient.
- b. Termination by Recipient. Recipient may terminate this Agreement at any time, with or without cause, by providing written notice to DPS.
- c. Post-Termination. This Agreement takes effect upon the date of full execution. Upon the termination of this Agreement, all data provided by DPS to Recipient shall, at DPS' sole option, be destroyed or returned to DPS. No other entity, including any subcontractors of Recipient, shall be authorized to continue possessing or using any Shared Data. Any data remaining on any computers, servers, or other technological devices of Recipient or its employees, agents, or subcontractors, shall be permanently deleted. Recipient shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Recipient shall certify in writing to Durham Public Schools that such return or destruction has been completed. This section shall survive the expiration or earlier termination of this Agreement.

13. Breach and Default; Indemnification; Remedies.

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- a. In the event of a material data or security breach, or, if DPS determines, in its sole discretion, that student information has been mishandled or disclosed in a manner inconsistent with this Agreement, DPS may demand the immediate return or destruction of any and all of the Shared Data.
- b. Recipient shall indemnify and hold harmless the Durham Public Schools Board of Education and its past, current and future members, agents, and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from any material data breach of this Agreement or any unauthorized use or disclosure of the Shared Data by Recipient or its subcontractor(s). The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2. This section shall survive the expiration or earlier termination of this Agreement.
- c. Nothing in this Agreement shall restrict DPS from seeking any other remedies to which it may be entitled at law or equity.

14. No Right or Entitlement to Student Data. This Agreement sets out the terms and conditions by which DPS may, in its sole discretion, provide Shared Data to Recipient. Nothing in this Agreement, however, creates any right, title, or interest in Recipient to receive such information.

15. Miscellaneous.

- a. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
- b. No Financial Obligation. Nothing in this Agreement shall be construed to create any right or entitlement on the part of the Recipient to any compensation, or request for funding, from DPS or any DPS board member, officer, employee, parent or student.
- c. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties any rights, remedies, obligations, or liabilities whatsoever.
- d. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- e. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- f. Assignment of Rights. This Agreement may not be assigned in whole or in part, to any other person or entity without the express written consent of the other party.
- g. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- h. Authority to Enter Agreement. The person(s) executing this Agreement on behalf of Recipient has authority to do so as an official, binding act of Recipient.

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- i. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes any previous agreements and proposals, oral or written, related to the subject matter hereof. Any modification or amendments to this Agreement shall be effective only if made in writing and signed by both parties.

IN WITNESS THEREOF, the parties to this Agreement have set their hands and seals on the dates indicated below.

[RECIPIENT'S NAME]

DURHAM PUBLIC SCHOOLS

Signature

Signature

[Printed Name, Title]

[Printed Name, Title]

Date

Date

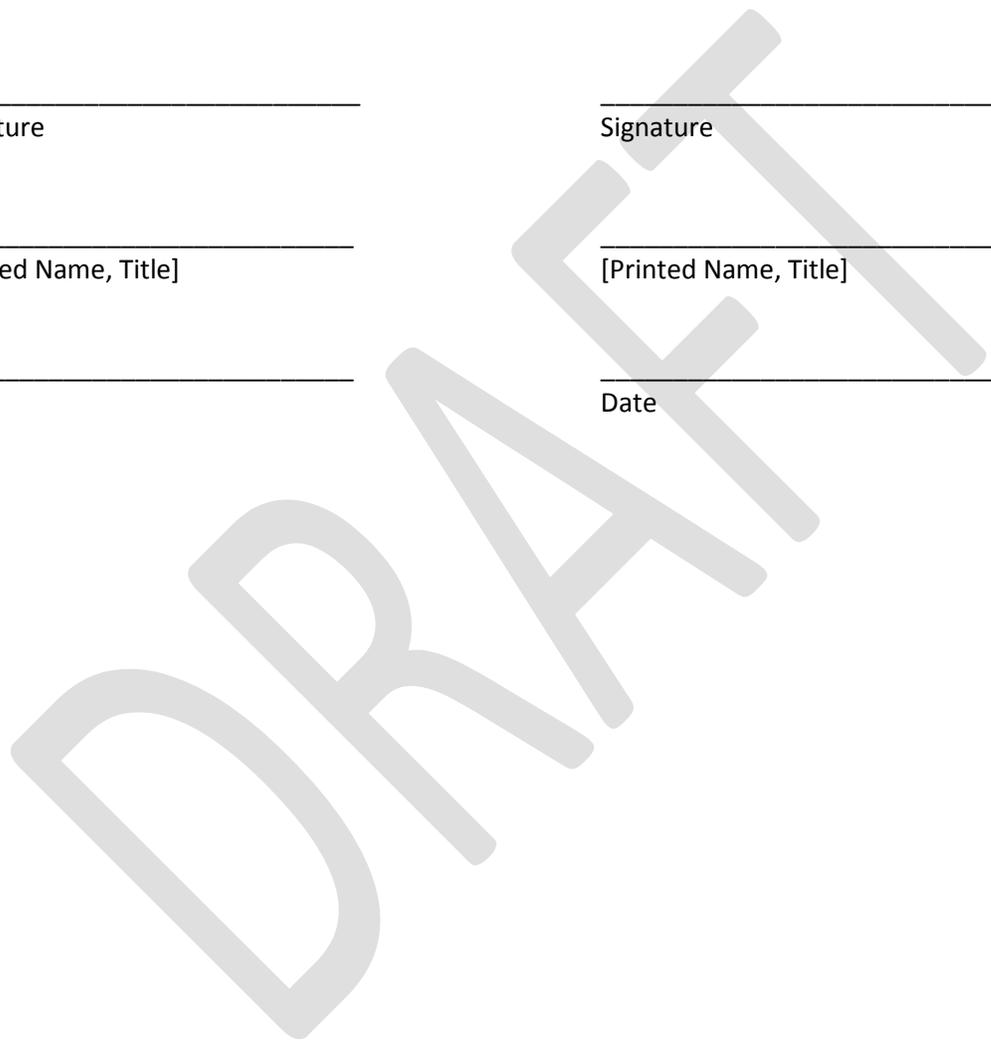


Exhibit A – Consent Form

**WRITTEN CONSENT OF PARENT/LEGAL GUARDIAN OR ELIGIBLE STUDENT FOR
DURHAM PUBLIC SCHOOLS TO RELEASE EDUCATION RECORDS OF PUBLIC SCHOOL STUDENT
DIRECTLY TO THIRD PARTY**

Name of Child/Student: _____ (the “Student”) Date of Birth: _____

I, _____ (Parent/Legal Guardian’s Name OR Eligible Student’s Name if the student is at least eighteen years old), as parent or legal guardian of the Student or as the Eligible Student if at least eighteen years old, hereby give permission to officials of the Durham Public Schools to disclose confidential education records of the Student, and/or any personally identifiable information contained in those records to [name of organization], [address].

The education records governed by this waiver shall include:

- [identify the records that will be released with specificity (e.g., EOG scores, grades, attendance records, parent contact information, race/ethnicity, ESL status, sex/gender, gifted status, discipline referrals)]
- Other: _____

For the purpose of:

- [identify purpose of disclosure].

I acknowledge that this form constitutes my written consent to the release of confidential student records and/or confidential personally identifiable information protected under the federal Family Educational and Privacy Rights Act (FERPA), state law, and applicable Durham Public Schools policies governing the confidentiality of student records. I understand and certify that:

- 1) I am the parent or legal guardian of the Student and that I have authority to execute this document regarding the Student’s education records, OR that I am an Eligible Student who has authority to execute this document because I am at least eighteen years old;
- 2) I have the right not to consent to the release of the Student’s educational records;
- 3) I have the right to receive a copy of such records upon request; and
- 4) I have the right to revoke this authorization and consent at any time by providing my signed written notice to my child’s school principal or to the Office of Research and Accountability. Absent such notice, this authorization shall expire within one (1) year of the date indicated below.

Signature of Parent/Guardian or Eligible Student

Date

THIS INFORMATION RELEASE IS SUBJECT TO THE CONFIDENTIALITY PROVISIONS OF APPROPRIATE STATE AND FEDERAL LAWS AND REGULATIONS WHICH PROHIBIT ANY FURTHER DISCLOSURE OF THIS INFORMATION WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE PERSON TO WHOM IT PERTAINS, OR AS OTHERWISE PERMITTED BY SUCH REGULATIONS.

For more information, please contact _____ [name and contact information of school principal, School Principal or contact at Research and Accountability].

**WRITTEN CONSENT OF PARENT OR LEGAL GUARDIAN FOR DURHAM PUBLIC SCHOOLS TO RELEASE
EDUCATION RECORDS OF PUBLIC SCHOOL STUDENT DIRECTLY TO THIRD PARTY**

Name of Child: _____ (the "Student") Date of Birth: _____

I, _____ (Parent/Legal Guardian Name), as parent or legal guardian of the Student, hereby give permission to officials of the Durham Public Schools to disclose confidential education records of the student, and/or any personally identifiable information contained in those records to [name of organization], [address].

The education records governed by this waiver shall include:

- [identify the records that will be released with specificity (e.g., EOG scores, grades, attendance records, parent contact information, race/ethnicity, ESL status, sex/gender, gifted status, discipline referrals)]
- Other: _____

For the purpose of:

- [identify purpose of disclosure].

I acknowledge that this form constitutes my written consent to the release of confidential student records and/or confidential personally identifiable information protected under the federal Family Educational and Privacy Rights Act (FERPA), state law, and applicable Durham Public Schools policies governing the confidentiality of student records. I understand and certify that:

- 1) I am the parent or legal guardian of the Student and that I have authority to execute this document regarding the Student's education records;
- 2) I have the right not to consent to the release of my child's educational records;
- 3) I have the right to receive a copy of such records upon request; and
- 4) I have the right to revoke this authorization and consent at any time by providing my signed written notice to my child's school principal. Absent such notice, this authorization shall expire within one (1) year of the date indicated below.

Signature of Parent or Guardian

Date

THIS INFORMATION RELEASE IS SUBJECT TO THE CONFIDENTIALITY PROVISIONS OF APPROPRIATE STATE AND FEDERAL LAWS AND REGULATIONS WHICH PROHIBIT ANY FURTHER DISCLOSURE OF THIS INFORMATION WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE PERSON TO WHOM IT PERTAINS, OR AS OTHERWISE PERMITTED BY SUCH REGULATIONS.

For more information, please contact _____ [name and contact information of school principal, School Principal].