

**NORTH CAROLINA EDUCATION RESEARCH DATA CENTER  
CONFIDENTIALITY PLEDGE FOR RESEARCH STAFF**

Name and Title of Researcher/Research Staff: \_\_\_\_\_

Email Address: \_\_\_\_\_

**I, (YOUR NAME)** \_\_\_\_\_, am participating in a research project involving the use of data derived from confidential files supplied to the North Carolina Education Research Data Center from the North Carolina Department of Public Instruction. I am aware of restrictions to use of such data specified by the Family Education Rights and Privacy Act (FERPA), enacted by the United States Congress and by North Carolina General Statute 115C. I agree to fulfill my responsibilities on this project in accordance with the procedures and requirements established in the approved Data Use Agreement and Data Security Plan, which the Primary Investigator has shared with me. The requirements include the following:

- That the data will be used solely for statistical analyses and that no attempt will be made to identify specific individuals, families, households, schools, or institutions, nor will any listing of data at the individual, family, or school level be published or otherwise distributed.
- That the NCERDC data (original and derived data and analysis files) will be stored and analyzed only within the United States, in compliance with the approved data security plan.
- That NCERDC student records will not be linked with information about political affiliation, religion, voting history, or biometric information (as per North Carolina General Statutes Chapter 115C Article 29).
- That the term “free/reduced price lunch” will not be used in any publications or reports based on research using NCERDC data.
- That, if the identity of any student should be discovered inadvertently, then (1) no use will be made of this information, nor will it be shared with anyone else; (2) the identifying information will be safeguarded or destroyed.
- To avoid inadvertent disclosure of student identities by taking the following precautions in the release of statistics derived from the data set:
  - In no table should a single cell contain all cases in any row or column.
  - In no case should the total for row or column of a cross-tabulation be fewer than ten.
  - In no case should a quantity figure be based upon fewer than ten cases.
  - In no case should a quantity figure be published if one case contributes more than fifty percent of the amount.
  - In no case should data on an identifiable case, or any of the kinds of data listed above, be derivable through calculation from the combination of tables released.
  - Data released should never permit disclosure when used in combination with other known data.

**NCERDC CONFIDENTIALITY PLEDGE FOR RESEARCH STAFF, CONT'D**

- That only the persons identified in the data agreement as investigator or research staff will have access to the contents of the data files, including derived data files.
- To comply fully with the approved Data Security Plan.
- To respond promptly and in writing to inquiries from the NCERDC regarding compliance with this agreement or the expected date of completion of the research.
- To destroy all electronic and paper files at a date specified in the Disclosure and Destruction Form (Attachment 3).
- To provide manuscripts to the NCERDC for review by the North Carolina Department of Public Instruction, prior to submitting the manuscript for publication and/or prior to making the manuscript or report available for public access.
- To provide annual reports to the NCERDC, which include:
  - A copy of the annual IRB approval for the project;
  - Copies of reports, briefs, and summaries based on research using NCERDC data;
  - Copies of final papers accepted for publication using these data, with complete citations.

I agree to abide by all of the requirements specified in this Confidentiality Pledge, the Primary Investigator's Data Use Agreement, and the approved Data Security Plan. If I fail to abide by these conditions, I immediately will cease using and will destroy all data obtained or derived from the North Carolina Education Research Data Center.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH CAROLINA EDUCATION RESEARCH DATA CENTER  
DISCLOSURE AND DATA DESTRUCTION AGREEMENT**

Researchers using student-level and/or teacher-level information will be required to present a copy of each manuscript to NCDPI prior to publication in order to ensure that confidential information is not improperly disclosed. This is not intended as editorial control by NCDPI. All potential submissions should be sent to the Data Center at [ncercdc@gmail.com](mailto:ncercdc@gmail.com) in order to be distributed to the appropriate persons at NCDPI.

Estimated Date of First Submission: \_\_\_\_\_

The Family Educational Rights and Privacy Acts Statute (FERPA) describes circumstances under which Local Educational Agencies (LEAs) and NCDPI are authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent. Confidential information can be disclosed "to organizations conducting studies to develop, validate, or administer predictive tests, to administer student aid programs, or to improve instruction, and the information is released to no one other than the organization and is destroyed when no longer needed" (p. 2 of document titled Legal Provisions Concerning Access to Information).

Data to be Destroyed on or before:<sup>1</sup> \_\_\_\_\_

Print Name of PI: \_\_\_\_\_

PI Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Data destruction dates between January 1, 2022 and December 31, 2026 are approved contingent upon renewal of the NCERDC's agreement with DPI. Dates beyond 2026 cannot be accepted at this time.  
Rev. 8/6/2024