

Application for Use of Data

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Application Cover Sheet

Date of Application:

Title of Research Project:

Name of Principal Investigator:

Title of Principal Investigator:

Receiving Department and Institution:

Address:

Telephone Number:

Email Address:

Name and Title of Co-Investigators:

Research Assistants:

Funding Source:

IRB Protocol Number:

Date of IRB Approval:

Project Timeline:

Date Data to be Destroyed:

If there are multiple people acting as Primary Investigators, have each person fill out one of these data use agreements. [CLICK HERE](#) to access a new copy of just this section.

NORTH CAROLINA EDUCATION RESEARCH DATA CENTER DATA USE AGREEMENT FOR INVESTIGATORS

The data provided under this agreement shall be held by the investigator, research staff, and receiving institution in strictest confidence and can only be disclosed in compliance with the terms of the signed agreement. For use of NCERDC data files, the investigator, research staff, and receiving institution agree to the following conditions:

I. Eligibility Requirements for Investigators and Receiving Institutions

NCERDC data are released only for research use. Therefore, all investigators must have their primary affiliation with an institution that meets the criteria outlined below in order to be eligible to receive NCERDC data.

A. Receiving institutions must:

- Be an institution of higher education, a nonprofit research organization, or a government agency located within the United States;
- Have a demonstrated record of using sensitive data according to commonly accepted standards of research ethics; and
- Have an established Institutional Review Board/Human Subjects Review Committee or equivalent institution-level body to review proposals for research using sensitive data.

B. Graduate students:

As part of its mission, the Data Center will provide data to students for doctoral dissertation or masters' thesis research. These researchers must:

- Be enrolled in an advanced degree program at an eligible institution;
- Submit a proposal and complete all steps indicated in the Data Use Agreement;
- Have a faculty member sponsor that proposal by writing a letter of support, indicating that the faculty member assumes responsibility for data security as stated in the NCERDC-approved data security plan. Due to resource constraints, students may have access only to existing datasets. The Data Center will not customize data for student research.

II. Research Proposal Requirements

All researcher requests must provide to the Data Center a written description of the research project including: an abstract, goals, significance, specific research questions, analysis plan, and description of how the requested data files and measures will be used for addressing this project plan. The abstract (approx. 250 words) should include the title of the project, names of investigators, and funding source (or proposed funding source). The abstract should state the goals of the project and the Data Center's role in meeting those goals. If the project requires labor from the Data Center beyond access to existing data files (e.g., creating customized data), these activities must be described and justified in the proposal. Most proposals are 5-10 pages long. Proposals should include the data request form, summarizing the intended use of each requested file.

III. Data Security Plan Requirements

All applications for NCERDC data access must include a Data Security Plan, outlining the measures that will be taken to ensure that no persons, other than those authorized by the signed agreement, can access the contents of the NCERDC data files. This data protection plan applies to data files supplied by the NCERDC, copies made by the research team, and any new data derived from the restricted data. "Derived data" include subsets of cases or variables, as well as numerical or other transformations of variables from the original data.

The plan also should include a discussion of the computing environment in which the data will be managed, analyzed, stored, and transmitted among research team members. The investigators must address in detail the security measures that will be implemented for protection of these restricted data. The NCERDC requires that the original de-identified data files, and all resulting temporary and derived data files, must be stored on a secure network server with protections and restrictions appropriate for sensitive data. *External devices (such as laptops or hard drives) and cloud storage options (such as Box or Google Drive) do not meet the Data Center security requirements.*

Specific guidelines for preparing the Data Security Plan are outlined in the Data Security Guidelines document.

IV. Institutional Review Board Requirement

The NCERDC requires that the investigator submit a copy of the document, signed by the receiving institution's Institutional Review Board, approving the research project and acknowledging that these data require human subjects protection. Although research using NCERDC data does not involve interaction with human subjects, the level of detail of these data and the Data Center's strict compliance with FERPA regulations require that we secure institutional commitment to safeguarding confidentiality of these data files. Therefore, a certificate of IRB exemption from review is not sufficient to meet this requirement (an expedited level of review is acceptable). The IRB also must approve the procedures for the secure use and storage of the data described in the researcher's Data Security Plan. Documentation of annual IRB renewal also is required for continued data access.

V. Confidentiality Pledge

I, _____, have received approval of my research proposal to access 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. These conditions include the following:

NCERDC DATA USE AGREEMENT FOR INVESTIGATORS, CONT'D

- 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.
- 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 supply NCERDC with a signed Data Use Agreement from each investigator and a signed Confidentiality Pledge from each research staff member identified in the Application Cover Sheet.
- 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 Data Destruction Agreement.
- 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.

NCERDC DATA USE AGREEMENT FOR INVESTIGATORS, CONT'D

In the event that I change institutional affiliation during the period covered by this contract, I pledge to take the following actions:

1. Inform the NCERDC prior to relocation.
2. Resubmit a data security plan and obtain signed IRB approval from the new institution.
3. Submit a revised cover sheet and signed agreement reflecting the new institutional affiliation.
4. Provide confirmation of the date on which all data files are removed from the original site.

I agree to abide by all of the requirements specified in this Data Use Agreement. If I fail to abide by the procedures established in the approved Data Use Agreement and the approved Data Security Plan, I immediately will cease using and will destroy all data obtained or derived from the North Carolina Education Research Data Center.

Name: _____

Signature: _____

Date: _____

If there are multiple people acting as research staff, have each person fill out one of these confidentiality pledges. [CLICK HERE](#) to access a new copy of just this section.

**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: _____

DATA REQUEST FORM

Please check all desired datasets and briefly describe how the requested dataset will be used for this project.

Sample Entry:

Students / Tests
Description:



Year(s) Requested:

2014-2019

End of grade math and reading scores will be used as a measure of student progress

NCERDC Data Files

Please limit request to available years, as listed on our website:

<https://childandfamilypolicy.duke.edu/research/nc-education-data-center/list-files-variables/>

1 Classroom Level Data – Discontinued after 2013

School Activity Report / Meeting Codes
Description:

Year(s) Requested: _____

School Activity Report / Personnel Files
Description:

Year(s) Requested: _____

School Activity Report / Student Counts
Description:

Year(s) Requested: _____

2 District Level Data

District / Community Index
Description:

Year(s) Requested: _____

District / Discipline
Description:

Year(s) Requested: _____

District / Dropout Rate
Description:

Year(s) Requested: _____

District Level Data, cont'd

District / Finance
Description:

Year(s) Requested: _____

District / HS Graduates
Description:

Year(s) Requested: _____

District / Juvenile Justice
Description:

Year(s) Requested: _____

District / LEA Universe
Description:

Year(s) Requested: _____

District / Per Pupil Expenditures
Description:

Year(s) Requested: _____

District / Personnel Counts
Description:

Year(s) Requested: _____

District / Report Cards
Description:

Year(s) Requested: _____

District / Salary Supplements
Description:

Year(s) Requested: _____

District / Violence
Description:

Year(s) Requested: _____

DATA REQUEST FORM

3 School Level Data

School / ABC Growth Scores
Description:

Year(s) Requested: _____

School / Attendance
Description:

Year(s) Requested: _____

School / Membership by Race and Sex
Description:

Year(s) Requested: _____

School / Private Schools
Description:

Year(s) Requested: _____

School / Public School Universe
Description:

Year(s) Requested: _____

School / Report Card
Description:

Year(s) Requested: _____

4 Student Level Data

Student / ACCESS
Description:

Year(s) Requested: _____

Student / ACT Scores
Description:

Year(s) Requested: _____

Student / Alternate Assessments
Description:

Year(s) Requested: _____

DATA REQUEST FORM

Student Level Data, cont'd

Student / ASSET Test Scores
Description:

Year(s) Requested: _____

Student / Career-Technical Enrollment
Description:

Year(s) Requested: _____

Student / College Board (AP, PSAT, SAT)
Description:

Year(s) Requested: _____

Student / Course Membership
Description:

Year(s) Requested: _____

Student / Demographics & Attendance
Description:

Year(s) Requested: _____

Student / Dropout
Description:

Year(s) Requested: _____

Student / End of Course
Description:

Year(s) Requested: _____

Student / End of Grade
Description:

Year(s) Requested: _____

Student / Exceptionality
Description:

Year(s) Requested: _____

DATA REQUEST FORM

Student Level Data, cont'd

Student / Geocoded Addresses
Description:

Year(s) Requested: _____

Student / GPA
Description:

Year(s) Requested: _____

Student / Graduates
Description:

Year(s) Requested: _____

Student / Growth
Description:

Year(s) Requested: _____

Student / Masterbuild
Description:

Year(s) Requested: _____

Student / MClass
Description:

Year(s) Requested: _____

Student / School Exit
Description:

Year(s) Requested: _____

Student / Suspension
Description:

Year(s) Requested: _____

Student / Tests
Description:

Year(s) Requested: _____

DATA REQUEST FORM

Student Level Data, cont'd

Student / Transcript
Description:

Year(s) Requested: _____

Student / Work Keys
Description:

Year(s) Requested: _____

Student / YRBS
Description:

Year(s) Requested: _____

5 Teacher Level Data

Teacher / Absence
Description:

Year(s) Requested: _____

Teacher / Education
Description:

Year(s) Requested: _____

Teacher / Licensure
Description:

Year(s) Requested: _____

Teacher / National Board Certification
Description:

Year(s) Requested: _____

Teacher / Pay
Description:

Year(s) Requested: _____

DATA REQUEST FORM

Teacher Level Data, cont'd

Teacher / Testing
Description:

Year(s) Requested: _____

Teacher / WCS
Description:

Year(s) Requested: _____

6 Customization Required
(Describe customization and rationale for customization):

**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 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:¹ _____

Print Name of PI: _____

PI Signature: _____

Date: _____

¹ 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.

Review the Data Security Plan Guidelines and initial acknowledgment at the end.

Data Security Plan Guidelines for use of NCERDC Data

The fundamental goal of the protections outlined in the Data Security Plan is to prevent persons who are not signatories to the Data Use Agreement or the Supplemental Agreement with Research Staff from gaining access to the data. When these agreements are executed, all members of the research team are obligated to follow all aspects of the Data Security Plan.

The Data Security Plan must be included in the research protocol submitted to the Institutional Review Board (IRB) by the Principal Investigator of each project.

The NCERDC requires that the original de-identified data files, and all resulting temporary and derived data files, must be stored on a secure network server with protections and restrictions appropriate for sensitive data. The data security plan must include a discussion of the computing environment in which the data will be managed, analyzed, stored, and transmitted among research team members. Investigators must provide details about the server on which data will be stored, how the networked system handles backups, and how long system backup copies of the data are kept. The security plan should include a description of the following:

- All locations where the data and paper files will be kept.
- The secure network server on which data will be stored, how the networked system handles backups, and how long system backup copies of the data are kept.
- The network's security protocols, including protections for original data sent by NCERDC and temporary analysis files.
- Information on how all files are tracked, accounted for, and schedule for deletion.
- The security system that would prevent unauthorized access to the data, and whether this system is used by other projects.

All data security plans must include the following statements:

ALL storage and analysis of NCERDC data will take place exclusively on the secure server. Data may not be downloaded to local workstations, or to any external devices, including laptops. Desktop and laptop workstations may be used only for remote access to the secure server.

Portable storage devices, including laptops, will not be used for downloading or storing data.

NCERDC data will NOT be shared with any other institution or any investigator not currently listed in the data use agreement. This restriction applies to source data as well as all derived data files. Project investigators, including the PI, do not have discretion to modify access to the NCERDC data. Any changes in access to the data on the secure server require explicit prior approval by the NCERDC.

All data security protections apply to the original NCERDC data, derived files, and temporary analysis files.

Review the below sample data protection plan and sign to acknowledge at the end.

Sample Data Protection Plan

The purpose of this Data Protection Plan (Plan) is to become part of the signed agreement between the North Carolina Education Data Center (NCERDC) and the Restricted Data Investigator Jane Smith. If the agreement is executed, all members of the research team with access to the data are contractually obligated to follow all aspects of the Plan. The fundamental goal of the protections outlined in this plan is to prevent persons who are not signatories to the Restricted Data Use Agreement or the Supplemental Agreement With Research Staff from gaining access to the data.

This Plan also applies to both the raw data files received from NCERDC as well as any copies made by the research team, and any new data derived solely or in part from the raw data files.

This Plan also reflects how computer output derived from the data will be kept secure. This applies to all computer output, not only direct data listings of the file.

Title of Research Project:

Analyzing Educational Outcomes

Principal Investigators:

John Williams, Professor of Economics, Learning University

Elizabeth Davis, Assistant Professor of Economics, Learning University

Executive Summary

The project researchers will connect to a NCERDC data folder through a secure file server housed on the Learning University campus. All data will be viewed and modified on the server over an encrypted network connection.

ALL storage and analysis of NCERDC data will take place exclusively on the secure server. Data may not be downloaded to local workstations, or to any external devices, including laptops. Desktop and laptop workstations may be used only for remote access to the secure server.

Portable storage devices, including laptops, will not be used for downloading or storing data. NCERDC data will NOT be shared with any other institution or any investigator not currently listed in the data use agreement. This restriction applies to source data as well as all derived data files. Project investigators, including the PI, do not have discretion to modify access to the NCERDC data. Any changes in access to the data on the secure server require explicit prior approval by the NCERDC.

All data security protections apply to the original NCERDC data, derived files, and temporary analysis files.

Technical Details

LOCATION

Data will be stored and analyzed on a secure server located at Learning University Data Center, Room A-025, 123 Main Street, Boston, MA 02468 (keypad code and card scan are required in order to enter the controlled data center).

COMPUTING PLATFORM

- Data will be stored and analyzed on a secured cluster of Linux servers located at Learning University Data Center, Room A-025, 123 Main Street, Boston, MA 02468 (keypad code and card scan are required in order to enter the controlled data center). Only analysis results including output tables and figures will be removed from the server; no original data will be removed.
- In no case should data be downloaded from the Server or otherwise be copied onto media or devices not approved in this DDP.
- Only the designated researchers and IT system administrators will have access to the folder with the NCERDC data.
- **Encryption:** server can only be accessed only via encrypted communications protocols: ssh, scp, sftp, nx,
- **Back-up data storage:** NCERDC will be excluded from server backups. Upon researchers' request, data will be excluded from backups.
- **Patches on workstations:** The relevant personal computers are configured for operating system updates at least once per week.

The relevant personal computers are protected with antivirus software (ESET, for example) and configured for antivirus updates at least once per week.

- **Network segregation:** The data is stored on a Netapp filer, and mounted via a private network interface. Only the IP addresses in the private range are allowed to access the filer. Logging into the private network requires first authenticating to the research computing environment (RCE).
- **Security:** Each project is given a separate Unix group to control access to their data. For groups managing confidential data, group membership is reviewed annually, and any changes to group membership must be approved by the designated group owner.
- **Security audit process:** Servers are formally certified by Learning University IT Security for L3 data. Requirements for various security levels can be explored [here](#) and [here](#) is information on Level 3 requirements.

- **Researchers found in violation of security protocol:** For a researcher with an academic position, administrators consult with Academic Affairs. We use university policies and as well as the signed agreements covering the terms of the data-use to determine the appropriate course of action.

Depending on the gravity of the violation, some violations are handled at the department level under the advisement of Academic Affairs and, if necessary, the University Office of the General Counsel (OGC).

For a non-academic position, again depending on the gravity of the violation, some violations are handled at the department level under the advisement of University Human Resources (HR). If necessary, HR will respond to the violation according to its policies, with guidance from the OGC.

Server and application operators are obligated to inform the proper authorities of any possible breaches promptly.

- **Data destruction:** Data destruction protocols are governed by the relevant Data Use Agreement and the IRB data security designation. Information designated level 3 must be properly disposed of by securely overwriting the information or physically destroying the media when no longer needed.
- **Passwords:**
 - 1) The accounts on personal computers are required to have strong passwords, by University standards (<http://security.learning.edu/choosing-strong-passwords>)
 - 2) Accounts used on any remote computers (RCE, for example) must have equally strong passwords and these passwords cannot be saved locally (i.e., they must be typed in each time one connects to the remote account)
 - 3) The relevant personal computers are configured such that a screensaver lock will activate after a short period of time and that the screensaver is blocked with a strong password
- **IT manager access:** Five administrators, who are all Learning University employees trained in IT practices including managing confidential data. All University employees annually renew their agreement to protect confidential data securely.

TIMELINE FOR DATA USE

These data would be stored up to 12/31/2021, upon which it will be destroyed or the contract extended.

I have read the data security plan guidelines and reviewed the Sample Data Protection Plan, and agree to develop and submit a similar plan relevant to my project **at the time that I submit this application.**

PI Name: _____

PI Signature: _____

PLEASE NOTE: Data plan & Scientific Abstract/Proposal MUST be submitted along with this application for it to be considered complete!