



NEBRASKA

DEPARTMENT OF

EDUCATION

**Data Access and Use
Policy and Procedures
Including Research and
Evaluations**

**Nebraska Department of Education
301 Centennial Mall South
Lincoln, NE 68509**

Revised August 2013

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Section 1. POLICY STATEMENTS

State Board Policy on Data Access and Use

Pursuant to the Nebraska public records laws, the Nebraska Department of Education (NDE) will provide access to or copies of NDE records upon written request, unless the records are specifically required to be kept confidential or the records are permitted to be kept confidential and the NDE chooses to withhold them. [Neb. Rev. Stat. 84-712 through 84-712.09]

Pursuant to the federal Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, the NDE will provide access to education records it maintains relating to an individual student to the student's parents or to the student if he or she qualifies as an "eligible student" under the Act. Access to such records will not be provided to others without the consent of the student's parents or of the eligible student.

The NDE may disclose information from students' education records if the information is not personally identifiable; for example, if the information is in aggregate form and appropriately masked. The NDE may disclose personally identifiable information from student records as permitted by FERPA subject to all other applicable privacy laws. [20 U.S.C. 1232g and 34 CFR 99.]

Pursuant to Neb. Rev. Stat. 79-776 and the Memorandum of Understanding approved by the State Board on July 8, 2010, between the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and the Nebraska Community Colleges; the NDE will share individual student data with these entities for the purposes of evaluation of and research related to public prekindergarten, elementary, secondary and postsecondary education to improve education in Nebraska to the extent and in the manner permitted by FERPA, subject to all other applicable privacy laws.

When publically disclosing aggregate data, the NDE will protect the confidentiality of all individuals' information by, at a minimum, masking data cells containing fewer than 10 individuals or 100% of individuals.

Individuals' social security numbers will be collected and maintained only as permitted by Section 7 of the federal Privacy Act. [5 U.S.C. 552a (note)]

Information on students with disabilities will be maintained and protected as required by the Individuals with Disabilities Education Act and implementing regulations. [20 U.S.C. 1412(a) (8) and 1417(c), and 34 CFR 300.123 and 34 CFR 300.610 to 300.627]

Information on eligibility for free and reduced price meals or free milk (poverty information) will be maintained and protected as required by the federal National School Lunch Act and implementing regulations. [42 U.S.C. 1758 and 7 CFR 245.8]

Section 2. PUBLIC RECORD REQUESTS

Under Nebraska law (Section 84-712.04), a request for public records is to be made in writing. NDE must provide to the requesting party, within four (4) business days of the receipt of the written request:

1. Copies of the records or access to the records for viewing/making notes or making copies with their own equipment (depending upon which is being requested).
2. A written denial of access or copies if one or more of the exceptions described in Section 84-712.03 allows NDE to withhold the records and the appropriate staff member elects to withhold the records or must not disclose the records under law or regulation, or when there are no records that match the request. The written denial must state the reason(s) for withholding or inability to respond.
3. If, due to significant difficulty or extensiveness of the requests, it cannot be fulfilled within four (4) business days, a written explanation of this fact together with an estimate of the earliest practicable date it can be fulfilled, an estimate of the cost of reproduction, and an opportunity for the requestor to modify or prioritize the items requested within the request.

Under the public records laws, NDE is not under any legal obligation to (a) produce public records in a new or different form or format from that which the original public record is in; (b) answer questions about the records themselves; or (c) create documents that do not otherwise exist.

Certified Copies

Section 25-1280 of the Revised Statutes provides that:

Every state, county or political subdivision officer having the custody of a public record or writing is bound to give any person on demand a certified copy thereof on payment of the legal fees therefore. Where fees are not otherwise expressly provided by statute, the fee shall be thirty cents per hundred words if the copy is a typewritten copy and the cost of the mechanically reproduced copy when the copy is made by photographic or offset process. In addition thereto a fee of one dollar shall be charged for the certificate of the officer.

Section 3. STUDENT PERSONALLY IDENTIFIABLE INFORMATION

I. PURPOSE

This policy establishes the procedures and protocols for collecting, maintaining, disclosing, and disposing of education records containing personally-identifiable information about students. It is intended to be consistent with the disclosure provisions of the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, 34 CFR Part 99. Also, it is noted that, because this section concerns only personally-identifiable information contained in students' education records, the information is not required to be disclosed under the Nebraska Public Records laws.

II. DEFINITIONS

Disclose or Disclosure: to permit access to, or to release, transfer, or otherwise communicate, personally identifiable information contained in educational records to any party, by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. See 34 CFR 99.3.

Education Records: any information or data recorded in any medium, including but not limited to handwriting, print, tapes, film, microfilm, and microfiche, which contain information directly related to a student and which are maintained by an educational agency or institution or a person acting for such agency or institution. See 20 U.S.C. 1232g(a)(4)(A); 34 CFR 99.3

Maintain the Confidentiality: to preserve the secrecy of information by not disclosing the information.

Personally identifiable information: data or a record that includes any of the following:

- The name of a student, the student's parent or other family member;
- The address of the student or student's family;
- A personal identifier, such as the student's social security number, student number, or biometric record;
- Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
- Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty; or
- Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. See 34 CFR 99.3.

Security: technical procedures that are implemented to ensure that records are not lost, stolen, vandalized, illegally accessed, or improperly disclosed.

Student: any person who is or has attended an educational agency or institution as defined by FERPA, and for whom an educational agency or institution maintains education records. See 34 CFR 99.3.

III. INFORMATION MAINTAINED

NDE collects and maintains personally-identifiable information from education records of Nebraska students, including:

- Personal data which identifies each student. These data may include, but are not limited to, name, student identification number, address, race/ethnicity, gender, date of birth, place of birth, name of parent or lawful custodian;
- Attendance data;
- Data regarding student progress, including grade level completed, school attended, academic work completed, and date of graduation;
- Assessment data;
- Data regarding eligibility for special education and special education services provided to the student, eligibility for free and reduced price meal or free milk; and
- Data regarding eligibility for other compensatory programs and special program services provided to the student.

Student information may be maintained in one or more student data systems. All systems shall be subject to this policy.

IV. ELIGIBILITY FOR FREE AND REDUCED PRICE MEAL OR FREE MILK

“The Healthy Meals for Healthy Americans Act of 1994, PL 103-448, amended Section 9(b)(2)(C) of the National School Lunch Act (NSLA) 42 U.S.C. 1751 (b)(2)(C) to allow, without consent, limited disclosure of information about free and reduced price meal or free milk eligibility. The disclosure limitations apply to all the Child Nutrition Programs. The statute also specifies a fine of not more than \$1,000 or imprisonment of not more than 1 year, or both for unauthorized disclosures of free and reduced price meal or free milk eligibility information.”

Schools may disclose only student names and eligibility status, without parental consent, for the following programs:

- Elementary and Secondary Education Act (ESEA) Title I
- National Assessment of Educational Progress (NAEP)
- Carl Perkins Vocational and Technical Educational Programs
- Summer food Service Program
- 21st Century Community Learning Centers (ESEA, Title IV, Part B)

- Nebraska Student and Staff Record System (NSSRS)
- School District Fall Membership Report

The student names and eligibility status can be disclosed to “persons directly connected” with the seven programs listed above. The term “persons directly connected” includes Federal, State and Local program operators responsible for program administration or program compliance.

V. MEASURES TO PROTECT CONFIDENTIALITY

NDE shall utilize various procedures and security measures to ensure the confidentiality of student records collected and maintained by the agency. These procedures shall include assignment of a unique identifier to each student, a system of restricted access to data, and statistical cutoff procedures.

- A unique student identification number (NDE Student ID) is assigned to each Nebraska student. The NDE Student ID is computer-generated and contains no embedded meaning. After being checked for duplicates, it becomes permanently assigned.
- Security protocols shall be designed and implemented by NDE. They shall limit who may have access to the data and for what purposes.
- NDE has adopted masking rules to ensure that confidentiality is maintained in all public reporting of personally identifiable student information from educational records.
- All NDE personnel collecting or using personally-identifiable student information shall be provided instruction regarding procedures adopted in accordance with this policy.
- NDE shall maintain a current listing of agency personnel who have access to personally-identifiable student information through authentication and internal links.

VI. REPORTING DATA

FERPA requires personally identifiable information to be de-identified whenever there is public reporting of personally identifiable information from an education record including: race/ethnicity, gender, poverty (eligible for free and reduced lunch program), eligibility or participation in Special Education or other programs, student achievement, and assessment data. According to the FERPA guidance, masking of data must be sufficient so that it is not possible for a “reasonable person in the school community who does not have personal knowledge of the relevant circumstances” to identify individual students based on reasonably available information including other public information released by the agency, such as a report presenting detailed data in tables with small size cells (34 CFR 99.3 and 99.31(b)(1)).

The primary masking rules:

- Rule of 10 – Used to protect personally identifiable information when the number of students in a group is small. Nebraska masks all numbers when there are fewer than 10 in a group. Membership is not masked at the State, district, school and grade level even if fewer than 10 students.

- NEW: Performance Level Reporting – When reporting student performance on assessments in levels
 - Only percentages are reported. All percentages are rounded. No counts (# tested) are reported with the percentages.
 - The percentages are displayed when there are 5 or more at a performance level.
 - All data are still masked for groups of fewer than 10.
- Rule of 100% - Used to protect privacy in student performance when all students in a group fall into the same achievement level regardless of the total student count.
- Complimentary masking will not be used.

Reporting

The following tables show assessment results only as percentage distributions reported as whole numbers. This, coupled with the fact that no counts are reported, protects the suppressed data from disclosure of an individual student’s identity.

All Data (Visible to User with Student Level Access)

	# Tested	% Below	% Meets	% Exceeds
All Students	37	8=21.62	23=62.16	6=16.22
Male	12	3=25.00	7=58.33	2=16.67
Female	25	5=20.00	16=64.00	4=16.00
Asian	3	1=33.33	2=66.67	0=0.00
Black	7	2=28.57	4=57.14	1=14.29
White	24	4=16.67	15=62.50	5=20.83
Two or more	3	1=33.33	2=66.67	0=0.00
Poverty	35	8=22.86	21=60.00	6=17.14
SPED	13	1=7.69	8=61.54	4=30.77

View after Data is Masked for Public Reporting

	% Below	% Meets	% Exceeds
All Students	23	62	16
Male	*	58	*
Female	20	64	*
Asian	*	*	*
Black	*	*	*
White	*	63	21
Two or more	*	*	*
Poverty	23	60	17
SPED	*	62	*

*Data has been masked to protect the identity of students using one of the following criteria:

1. Fewer than 10 students were reported in a group
2. Fewer than 5 were reported in a single performance level
3. All students were reported in a single performance level

VII. ACCESS TO STUDENT RECORDS BY PARENTS AND ELIGIBLE STUDENTS

NDE shall provide parents/guardians of students and eligible students (students 18 or older or attending a postsecondary institution), access to their child's/their own education records. Any request for access to records must be made in writing, signed and dated.

- NDE will require proof of identity and relationship to the student before access to records is granted.
- Any proper request for access to inspect and review any personally-identifiable data by the student or the student's parents will be granted without unnecessary delay and, in no case, more than 45 days after the request is made and the right to access is established by a proof of identity.
- If any record includes data on more than one child, the parents shall be allowed to inspect and review only those records relevant to their child.
- Parents shall be provided a response to reasonable requests for explanation or interpretation of the data.

VIII. ACCESS TO STUDENT RECORDS FOR RESEARCH

FERPA defines the conditions for when personally-identifiable information from students' educational records may be accessed by researchers (disclosed) and to whom it may be disclosed. As noted below, parent or eligible student consent is not needed for research conducted by NDE or its authorized representatives or for audits, evaluations, or compliance and enforcement activities. Any other researcher must secure parent or eligible student consent or there must be in place a written understanding between NDE and each district that will have student data re-disclosed by NDE that gives NDE permission to re-disclose the specific data being requested to the researcher for the proposed research.

Section 99.30 of FERPA requires a signed and dated written consent by the parent or eligible student before an educational agency or institution discloses personally-identifiable information unless the disclosure meets one or more of the following conditions:

- The disclosure is to other school officials within the agency who have been determined to have legitimate educational interests;
- The disclosure is to a school / district where the student is seeking or intending to enroll or has enrolled;
- The disclosure is to authorized representatives* of state or local educational authorities auditing, evaluating or conducting compliance or enforcement activities;
- The disclosure is to Federal or State supported education programs or enforcing Federal laws which relate to those programs;

- The disclosure is to the authorized representative* of an organization conducting studies for, or on behalf of, the agency to develop, validate, or administer predictive tests, administer student financial aid programs, or improve instruction;
- The disclosure is pursuant to a lawfully issued court order;
- The disclosure is to appropriate officials in cases of health and safety emergencies;
- The information disclosed has been appropriately designated as directory information by the district. Districts may disclose, without consent, Directory Information such as: student name, grade level, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance (enrollment), degree, honors and awards received, current and most recent previous educational agency or institution attended by the student, and photograph. However, districts must inform parents and eligible students about the district policy on release of Directory Information and allow parents and eligible students a reasonable amount of time to request that the district not disclose directory information about them.

*The U. S. Department of Education has determined that “authorized representatives” who may have access to personally-identifiable information without parental or eligible student consent includes contractors, consultants, and other parties outside the agency used to conduct an audit, evaluation or compliance enforcement activities for which the agency would otherwise use its own employees. Authorized representatives do not include independent researchers that are not contractors or other parties not under the direct control of an official of the agency.

Under these regulations, districts may disclose student personally identifiable information to NDE and NDE may redisclose personally identifiable information to authorized representatives to conduct the work of NDE without parental or eligible student consent.

IX. RECORD OF ACCESS

NDE shall maintain a record indicating the name of any individual or organization external to NDE that requests and is allowed access to students' educational records. The record of access shall indicate the interest such person or organization had in obtaining the information, as well as the date the requested data were disclosed. See 20 U.S.C. 1232g(b)(4); 20 U.S.C. 1232g(j)(4).

Upon request of an educational agency or institution, a State or local educational authority or Federal official or agency listed in Sec. 99.31 (a)(3) that maintains a record of further disclosures (above) must provide a copy of the record of further disclosures to the educational agency or institution within a reasonable period of time not to exceed 30 days. [34 CFR 99.32 (b)]

X. DESTRUCTION OF DATA

Any entity receiving personally identifiable information must destroy such information when it is no longer needed for the purpose specified in the request for disclosure. The manner of destruction shall protect the confidentiality of the information.

Section 4. RESEARCH

I. RESEARCH PROPOSALS

Research includes all use of non-public data. It does not include requests for use of only public data, Freedom of Information Act requests, or requests from legislators or other stakeholders who may be in a position to require a response from NDE. Under FERPA regulations, student level data can be released only to researchers under the **direct control** of NDE and that are conducting research for NDE for the purpose of developing, validating, or administering predictive tests, administering student aid programs; or improving instruction; or to those with parent or eligible student consent to obtain the data. Direct control may include a contract between the Research Organization and NDE. A contract is needed whenever costs are involved.

When a researcher initiates a request, the Administrator of the Data, Research and Evaluation team or his/her designee will have an initial consultation to determine if the proposed research project:

- ✓ Falls under NDE's primary mission, State Board goals or research priorities;
- ✓ Is allowable under FERPA requirements;
- ✓ Would use data that is available; and
- ✓ If the research can be accomplished within the existing workload and resources of the Research and Evaluation team.

The Administrator of the Data, Research and Evaluation team will designate an NDE Research Liaison to review the proposal review and approval process.

The process for approval of a research request:

- A. Researcher must complete the Research Proposal (included in Section 4), and submit it to the office of Data, Research and Evaluation, Nebraska State Department of Education, 301 Centennial Mall South, Lincoln, NE 68509.
- B. Research proposals received will be reviewed by NDE's Research Review Board (RRB). The RRB will include the Administrator of the Data, Research and Evaluation Team or designee, the NDE Research Liaison, members of the Research and Evaluation team, Data Coordinator(s), at least one other member from NDE who has experience or expertise in conducting research, and may include others such as legal counsel. Researchers will be informed of NDE's decision about acceptance/rejection of the proposal in as timely a manner as possible.
- C. Once a proposal is accepted, Researchers and the NDE Research Liaison will conference for the purpose of developing a contract if needed, and reviewing the Research Project Confidentiality Agreement. The Research Liaison will serve as the point of contact to the researcher, review the uses of the data, ensure proper interpretation of the data, and review/approve any publications, etc., that use the data.
- D. Once the Research Project Confidentiality Agreement and the contract (if needed) have been signed by NDE and all researchers involved, access to data will be granted. If a contract is involved, the approved proposal and Research Project Confidentiality Agreement and Acknowledgment are included as part of the contract.

- E. Any modifications to an approved Research Proposal must be reviewed and approved by the Research Review Board. If a contract is involved, it needs to be amended to reflect the modifications.
- F. Questions about directions or procedures for research should be addressed to the NDE Research Liaison.

II. RESEARCH PROPOSAL REVIEW

The Research Review Board will review all research proposals for:

- The degree to which the research may improve Nebraska public elementary, secondary, and postsecondary education;
- The degree to which the research question(s) cannot be answered without the personally-identifiable data;
- Research proposals that fall under NDE's primary mission statement or the State Board of Education's goals will receive first priority;
- The experience of the requesting Research Organization in performing similar research projects and ability to conduct the proposed research project;
- The capacity of the requesting Research Organization to keep the data secure; and
- The availability of NDE staff to fulfill the data request for the research project and monitor the research activities. The limited amount of NDE staff resources will limit the number of requests that can be honored during a fiscal year. Thus, some worthy studies that receive RRB approval may need to be postponed until resources are available.

Documentation of all research requests will be maintained.

- NDE staff will track progress on each research project and data request via NDE's FERPA Request Tracking System.
- Files sent and technical assistance given to researchers will be included in the FERPA Request Tracking System.
- Researchers must provide a copy of the end result(s) of a research project (e.g., publication, report, book) or a link to the material for NDE's FERPA Request Tracking System.

III. AUDITS AND EVALUATIONS EXCEPTIONS

Section 34 CFR §99.35(a)(3) allows for the disclosure of personally identifiable information to authorized representatives of the FERPA-permitted entities (i.e., Comptroller General of U. S., Attorney General, U. S.

Secretary of Education, and State or local educational authorities) for the purposes of auditing or evaluation a Federal- or State- supported education program, or to enforce or comply with Federal legal requirements that relate to those programs (audit, evaluation, or enforcement or compliance activity).

There must be a written agreement and it must:

- Designate an authorized representative of a FERPA-permitted entity;
- Specify what personally identifiable information will be disclosed and for what purpose (can only be to enforce or to comply with Federal legal requirements that relate to those programs);
- Describe the activity to make clear that it falls within the audit or evaluation exception;
- Require an authorized representative to destroy personally identifiable information upon completion of the audit or evaluation and specify the time period in which the information must be destroyed; and
- Establish policies and procedures, consistent with FERPA and other Federal, State, and local confidentiality and privacy laws, to protect personally identifiable information from further disclosure and unauthorized use.

RESEARCH PROPOSAL

SIGNATURE PAGE

By signing below, the official of the Research Organization certifies that he or she has the authority to bind the Research Organization to the terms of this Agreement and that the Research Organization has the capability to undertake the commitments in this Agreement.

1. Location at which the target data will be maintained and analyzed.	
<hr/>	
2. Signature of the Official of the Research Organization	3. Date
4. Type/Print Name of Official	5. email
6. Title	7. Telephone
8. Mailing Address	
<hr/>	
9. Signature of the Principal Researcher	10. Date
11. Type/Print Name of Principal Researcher	12. email
13. Title	14. Telephone
15. Mailing Address	
<hr/>	
16. Signature of NDE Research Liaison	17. Date
18. Type/Print Name of NDE Research Liaison	19. email
20. Title	21. Telephone
22. Mailing Address	

Title of Proposed Research Project:	
Name of Primary Research Analyst: (if different than above):	
Title:	
Phone:	E-mail:

Attach a description of the research to be performed including:

- FERPA exception relied upon;
- Purpose of the study to be conducted;
- Scope of the proposed study;
- Duration of the study;
- Information to be disclosed as a result of the study;
- The research question(s) to be addressed and potential improvements or benefits to Nebraska education of answering the questions;
- Research timeline including dates/time when data from NDE will be needed;
- The specific data variables that will be requested from the Nebraska State Department of Education (NDE);
 - Include data elements, years requested, level (student, school, school type, district, state); grade levels; and relationship of each element to the proposed research
- Other data that will be collected for the research and from whom;
- How the data will be used and analyzed;¹
- How the analysis will be reported and to whom;
- The names and titles of the professional and support staff who will conduct the research and analysis;²
- The desired medium of data release from NDE (e.g., CD),
- A detailed description of how the data will be kept secure, including computer security, physical handling and storage of data and transportation of data and the secure destruction of the data at the end of the study.

Submit to: NDE Data, Research and Evaluation Team (include research staff vitae) **or mail to:**
 Nebraska State Department of Education
 Data, Research and Evaluation Team
 301 Centennial Mall South
 Lincoln, NE 68509

¹ Data must only be used for purposes associated with the data collection and analysis specified in this research proposal.

² Attach research staff vitae.

RESEARCH PROJECT CONFIDENTIALITY AGREEMENT

(To be completed once proposal is accepted.)

WHEREAS, the Nebraska State Department of Education (NDE) has collected certain data that contain confidential personally-identifiable information, and NDE is mandated by federal and state law to protect the confidentiality of such data;

WHEREAS, the Nebraska State Department of Education is willing to make such data available for research and analysis purposes to improve instruction in public elementary, secondary, and postsecondary schools, but only if the data are used and protected in accordance with the terms and conditions stated in this Agreement and when NDE deems the research and analysis to be conducted consistent its own Departmental mission, services and programs;

NOW, THEREFORE, it is hereby agreed between

(Typed name and address of Researcher and/or Research Organization hereinafter referred to as the “Researcher”) and NDE that:

I. DATA PROVIDED

NDE will provide Researcher with the following requested data:

List specific data elements and taxonomic source; years requested; level (student, school, district, statewide); grade levels, etc.

II. INFORMATION SUBJECT TO THIS AGREEMENT

- A. All data containing personally-identifiable information collected by or on behalf of NDE that are provided to the Researcher and all information derived from those data, and all data resulting from merges, matches, or other uses of the data provided by NDE with other data, are subject to this Agreement (referred to herein as the “target data”). The target data under this Agreement may be provided in various forms including but not limited to written or printed documents, computer tapes, diskettes, CD-ROMs, hard copy, or encrypted files.
- B. The Researcher may use the target data only for the purposes stated in the Research Proposal Application which is attached hereto and made a part of this Agreement as though set forth fully therein (mark as Attachment 1), and is subject to the limitations imposed under the provisions of this Agreement. The Researcher is further limited by the provisions of this Agreement and the Family Educational Rights and Privacy Act (FERPA).

III. INDIVIDUALS WHO MAY HAVE ACCESS TO TARGET DATA

Researcher agrees to limit and restrict access to the target data to the following three categories of individuals:

- A. The Project Leader in charge of the day-to-day operations of the research and who is the research liaison with NDE.
- B. The Professional/Technical staff in charge of the research under this Agreement.
- C. Support staff including secretaries, typists, computer technicians, etc., but only to the extent necessary to support the research.

IV. LIMITATIONS ON DISCLOSURE

- A. The Researcher shall not use or disclose the target data for any purpose not expressly stated in the Research Proposal Application approved by NDE, unless the Researcher has obtained advance written approval from NDE.
- B. The Researcher may publish the results, analysis, or other information developed as a result of any research based on the target data made available under this Agreement only in summary or aggregate form, ensuring that no personally-identifiable information is disclosed. NDE has established 10 as the minimal cell size that may be reported or published.

V. PROCEDURAL REQUIREMENTS

- A. The research and analysis conducted under this Agreement shall be limited to, and consistent with, the purposes stated in the Research Proposal Application.
- B. Notice of and training on confidentiality and nondisclosure.
 - 1. The Researcher shall notify and train each of its employees who will have access to the target data of the strict confidentiality of such data, and shall require each of those employees to execute an Acknowledgement of Confidentiality Requirements.
 - 2. The Researcher shall maintain each executed Acknowledgement of Confidentiality Requirements at its facility and shall allow inspection of the same by NDE upon request.
 - 3. The Researcher shall promptly notify NDE in writing when the access to the target data by any individual is terminated, giving the date of the termination and the reason for the termination.
- C. Publications made available to NDE.
 - 1. Copies of each proposed publication or document containing or based upon the target data shall be provided to NDE before the publication or document is finalized. NDE shall advise the Researcher whether disclosure is authorized.
 - 2. The Researcher shall provide NDE a copy of each publication containing information based on the target data or other data product based on the target data made available through NDE.
- D. The Researcher shall immediately notify NDE in writing upon receipt of any request or

demand for disclosure of the target data.

- E. The Researcher shall immediately notify NDE in writing upon discovering any breach or suspected breach of security or of any disclosure of the target data to any unauthorized individual or entity.

VI. OWNERSHIP

Since the researcher is to be under the control of NDE and doing research for NDE, the results of the research and all reports and other products generated as a result of the research are considered the property of NDE. NDE may grant the researcher or his or her employer a royalty-free non-exclusive license to use the results of the research and all such reports and other products produced so long as such use is consistent with FERPA and this Agreement.

VII. SECURITY REQUIREMENTS

A. Maintenance of, and access to, the target data.

1. The Researcher shall retain the original version of the target data at a single location and shall not make a copy or extract of the target data available to anyone except individuals specified in paragraph III above.
2. The Researcher shall maintain the target data, (whether maintained on a mainframe facility, central server, personal computer, print, or any other medium) in an area that has limited access to authorized personnel only. The Researcher shall not permit removal of any target data from the limited access area. Only those individuals who have executed an Acknowledgment of Confidentiality Requirements shall be admitted to the storage area.
3. The Researcher shall ensure that access to the target data maintained in computer files or databases is controlled by password protection. The Researcher shall maintain all printouts, diskettes, or other physical products containing individually-identifiable information derived from target data in locked cabinets, file drawers, or other secure locations when not in use.
4. The Researcher shall ensure that all printouts, tabulations, and reports are edited for any possible disclosure of personally-identifiable target data and that cell sizes are 10 or more.
5. The Researcher shall establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals.

B. Retention of target data.

1. The Researcher shall destroy the target data including all copies (including back-up), whether electronic or paper, when the research that is the target of this Agreement has been completed or this Agreement terminates, whichever occurs first.

2. The Researcher shall submit a signed certification that all data files and all related information received from NDE for this research project has been destroyed.

VIII. TERMINATION OF THIS AGREEMENT

- A. This Agreement shall terminate at the time stated in the Research Proposal. The Agreement, however, may be extended by written agreement of the parties.
- B. Any violation of the terms and conditions of this Agreement may result in the immediate revocation of this Agreement by NDE.
 1. NDE may initiate revocation of this Agreement by written notice to the Researcher.
 2. Upon receipt of the written notice of revocation, the Researcher shall immediately cease all research activity related to the Agreement until the issue is resolved. The Researcher will have 3 business days to submit a written Response to NDE, indicating why this Agreement should not be revoked.
 3. NDE shall decide whether to revoke this Agreement based on all the information available to it. NDE shall provide written notice of its decision to the Researcher within 10 business days after receipt of the Response. These timeframes may be extended for good cause.

ACKNOWLEDGMENT OF CONFIDENTIALITY REQUIREMENTS

I, _____
hereby acknowledge that I may be given access to confidential, personally-identifiable information as part of this Nebraska State Department of Education (NDE) supported Research Project and I hereby acknowledge that I:

1. Cannot use, reveal, or in any other manner disclose any personally-identifiable information furnished, acquired, retrieved, derived, or assembled by me or others for any purpose other than those purposes specified in the Research Proposal Application for this Research Project; and
2. Must comply with Family Educational Rights and Privacy Act (FERPA) [20 U.S.C 1232g; 34 CFR Part 99].

I also pledge to adhere to all data security guidelines applicable to this Research Project. I understand that I am subject to disciplinary action by my employer or civil penalties for disclosing this information to any unauthorized individual or entity.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

Research Project: _____

Section 5. EVALUATION

I. EVALUATIONS

Evaluations begin with a consultation between the NDE staff or Sponsor requesting the evaluation and the Administrator of the Data, Research and Evaluation team or his/her designee. The initial consultation should determine if the proposed evaluation:

- ✓ Is mandated by state or federal law or regulations
- ✓ Falls under NDE's primary mission, State Board goals or research priorities
- ✓ Will be a Collaborative Evaluation involving other agencies or other state agency or postsecondary data (See Section III)
- ✓ Will use public data already available or involve collection of new data
- ✓ Will use non-public data (use Section 5 of this documents for all non-public - FERPA covered data)
- ✓ Can be accomplished with the existing workload and resources of the Research and Evaluation team.

If an external agency or other state agency or postsecondary data will be involved, see Section III below.

II. NDE EVALUATION PLAN DEVELOPMENT AND APPROVAL PROCESS

If an evaluation will be conducted for NDE without external agencies or state agency or postsecondary data, the process will be:

1. The Administrator of DRE (or Designated Lead for the evaluation) will create a cross-team group that includes: members of the Research and Evaluation section, Data Coordinators if using public NSSRS data, the Sponsor and program staff proposing the evaluation, and may include other NDE staff as appropriate to develop an Evaluation Plan as defined in Part IV of this section.
 - a. In developing the Evaluation Plan, the Designated Lead will ensure that The Program Evaluation Standards as developed by the Joint Committee on Standards for Educational Evaluation are followed.
 - b. If applicable, evaluations that involve contact or responses from individual students may need to comply with the Protection of Pupil rights Amendment (PPRA).
2. The cross-team group will complete the Evaluation Plan and submit it to the Administrator of the DRE and the Sponsor for approval.
3. The Administrator of the DRE team or Designated Lead will monitor progress on implementing the Evaluation Plan.
4. A copy of any and all products resulting from the Evaluation (e.g., publication, report, book) must be reviewed prior to publication to ensure that all masking and reporting rules in NDE's Data Access and Use Policy and Procedures are followed.

5. After review, all reports and publication from the Evaluation should be disseminated or posted to a DRE website.

III. COLLABORATIVE EVALUATIONS WITH OTHER AGENCIES OR USING STATE AGENCY OR POSTSECONDARY DATA

Whenever there is a commitment of NDE resources, data or staff time, in a collaborative effort with another agency or organization in an evaluation, there must be a Memorandum of Understanding (MOU) or, if costs are involved, a contract, to define the roles and responsibilities of each agency or organization, the funding, timelines, etc. The MOU or contract is to be attached to the Evaluation Plan when approved. The Evaluation Plan Development and Process for Approval for Collaborative Evaluations is the same as defined in Part II above.

IV. EVALUATION PLAN

The Evaluation Plan must include a description of:

- Purpose of the Evaluation;
 - If mandated by state or federal law or regulation, cite source
- Questions to be addressed and potential improvements or benefits to Nebraska education;
- Scope of the study;
- Duration of the study and timelines for milestones;
- Involvement of Stakeholders, if any;
- The role and responsibilities of the Research and Evaluation team in
 - Development and design of the study
 - Data collection
 - Methods of inquiry
 - Data analysis
 - Reports or other publications or products
- The specific data variables requested from NDE if any;
 - Timelines including dates/time when data from NDE will be needed;
- Other data that will be collected for the study and from whom;
- Information to be disclosed as a result of the study;
- Proposed publications or reports that are products of the study;
- If a collaborative effort with another agency or organization
 - The names and titles of the professional and support staff who will contribute to the evaluation
 - The funding sources and costs.

SIGNATURE PAGE FOR COLLABORATIVE EVALUATIONS

By signing below, the official of the Agency/Organization certifies that he or she has the authority to bind the Agency/Organization to the terms of this Collaborative Evaluation and that the Agency/Organization has the capability to undertake the commitments in this Collaborative Evaluations.

1. Location at which the Collaborative Evaluation will be conducted and target data will be maintained and analyzed if not in NDE.	
 	
2. Signature of the Official of the Agency/Organization	3. Date
4. Type/Print Name of Official	5. Email
6. Title	7. Telephone
8. Mailing Address	
 	
9. Signature of the Principal Evaluator	10. Date
11. Type/Print Name of Principal Evaluator	12. Email
13. Title	14. Telephone
15. Mailing Address	
 	
16. Signature of NDE Designated Lead	17. Date
18. Type/Print Name of NDE Designated Lead	19. E mail
20. Title	21. Telephone
22. Mailing Address	