

Directions for Application to Conduct Research with Student Level Data Collected by the OPI

Student level data will be released to researchers who complete the Research Proposal Application (Exhibit 6) after the proposal has been approved by the OPI Data Privacy and Security Committee and the Research Project Confidentiality Agreement (Exhibit 7) has been signed by the responsible parties. Researchers who are interested in such an arrangement should comply with the following directions. Those agencies under contract with the OPI must complete and sign the Affidavit of Non-Release of Data for Agents of the OPI or Other Entities (Exhibit 4).

1. Researcher must complete the Research Proposal Application (Exhibit 6) and submit the form to the OPI Measurement and Accountability Division, Office of Public Instruction, PO Box 202501, Helena, Montana 59620-2501.
2. Research proposals received will be reviewed by the OPI Data Privacy and Security Committee. As necessary, the OPI legal staff and program staff from the department most closely connected to the research topic may be included in the review process. Researchers will be informed of the committee's decision about acceptance/rejection of the proposal in as timely a manner as possible.
3. Either at the time of the submission of the documents referred to in item 1, or upon having a research project accepted, the researcher must complete the Research Project Confidentiality Agreement (Exhibit 7) and send it to the OPI Measurement and Accountability Division.
4. Once a proposal is accepted, researchers and the appointed OPI liaison will confer for the purpose of developing an agreement related to objectives, end products, timelines, areas of responsibility, data security arrangements, authorship credit, and costs. This agreement must be signed by the Researcher and approved by the OPI liaison.
5. Once an agreement has been signed, access to data will be granted.
6. Questions about directions or procedures for research may be addressed to the Office of Public Instruction, Measurement and Accountability Division.

Research Proposal Application

This form will be used to identify the researcher who requests access to confidential student information. The completed form should be submitted to the:

OPI Data Privacy and Security Committee, Office of Public Instruction, PO Box 20501, Helena, MT 59620-2501.

Title of Proposed Research Project:	
Research Individual or Organization Name:	
Address:	
Name of Primary Researcher:	
Title:	
Phone:	Email:

Provide a description of the research to be performed, including the following:

- a) the research question(s) to be addressed;
- b) potential improvements or benefits to Montana education of answering the questions;
- c) the organization sponsoring the research;
- d) research timeline;
- e) the specific data items that will be requested from the Montana Office of Public Instruction (OPI);
- f) other data that will be collected for the research and from whom;
- g) how the data will be used and analyzed;¹
- h) how the analysis will be reported and to whom;
- i) the names and titles of the professional and support staff who will conduct the research and analysis;²
- j) the estimated time the data from the OPI will be needed; and
- k) a detailed description of how the data will be kept secure, including computer security, physical handling and storage of data, and transportation of data.

This section to be completed by the OPI Data Privacy and Security Committee

Signature: _____ Date: _____

Access Approved:

Access Denied:

¹ Data must only be used for purposes associated with the data collection and analysis specified in this Research Proposal. ² Attach research staff VITA.

Research Project Confidentiality Agreement

The Montana Office of Public Instruction (OPI) has collected certain data that contain confidential personally-identifiable information; the OPI requires this confidentiality to be protected.

The OPI is willing to make these data available for research and analysis purposes to improve instruction in public elementary and secondary schools, but only if the data are used and protected in accordance with the terms and conditions stated in this Agreement.

(Insert typed name and address of Research Organization)

(Researcher) and the OPI agree as follows:

I. INFORMATION SUBJECT TO THIS AGREEMENT

- A. All data containing personally-identifiable information collected by or on behalf of the OPI and 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 the OPI with other data, are subject to this Agreement and are referred to herein as the “subject data.” The subject data under this Agreement may be stated or 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 subject data only for the purposes stated in the Research Proposal Application attached hereto and made a part of this Agreement (marked as Attachment 1), and is subject to the limitations imposed under the provisions of this Agreement.

II. INDIVIDUALS WHO MAY HAVE ACCESS TO SUBJECT DATA

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

1. The Project Leaders who are in charge of the day-to-day operations of the research and who are the research liaisons with the OPI.
2. The Professional/Technical staff in charge of the research under this Agreement.
3. Support staff including secretaries, typists, computer technicians, etc.; however, these individuals shall be allowed access to the subject data only to the extent necessary to support the research.

III. LIMITATIONS ON DISCLOSURE

- A. Researcher shall not use or disclose the subject data for any purpose not expressly stated in the Research Proposal Application approved by the OPI unless the Researcher has obtained advance written approval from the OPI.

- B. Researcher may publish the results, analysis, or other information developed as a result of any research based on the subject data made available under this Agreement only in summary or aggregate form, ensuring the identities of individuals included in the subject data are not revealed.

IV. ADMINISTRATIVE REQUIREMENTS

- A. The research conducted under this Agreement shall be limited to, and consistent with, the purposes stated in the Research Proposal Application.
- B. Notice and training on confidentiality and nondisclosure.
 - 1. Researcher shall notify and train each of its employees who will have access to the subject data of the strict confidentiality of such data, and shall require each of those employees to execute an Affidavit of Non-Release of Data for Agents of OPI, Other Entities or Researchers.
 - 2. Researcher shall maintain each executed Affidavit of Non-Release of Data for Agents of OPI, Other Entities or Researchers at its facility, and shall allow inspection of the same by the OPI upon request.
 - 3. Researcher shall promptly notify the OPI in writing when the access to the subject data by any individual is terminated, giving the name of the individual and the date of the termination.
- C. Publications made available to the OPI.
 - 1. Researcher shall provide the OPI a copy of each publication containing information based on the subject data or other data product based on the subject data made available through the OPI.
- D. Researcher shall notify the OPI immediately in writing upon receipt of any request or demand for disclosure of the subject data.
- E. Researcher shall notify the OPI immediately in writing upon discovering any breach, or suspected breach, of security, or of any disclosure of subject data to an unauthorized party or agency.

V. SECURITY REQUIREMENTS

- A. Maintenance of, and access to, the subject data.
 - 1. Researcher shall retain the original version of the subject data at a single location and shall not make a copy or extract of the subject data available to anyone except individuals specified in paragraph II.
 - 2. Researcher shall maintain the subject data (whether maintained on a mainframe facility, central server, personal computer, or in print or other medium materials) in an area with access limited to only authorized personnel. Researcher shall not permit removal of any subject data from the limited access area.

3. Researcher shall ensure access to the subject data maintained in computer files or databases is controlled by password protection. Researcher shall maintain all printouts, diskettes, or other physical products containing individually-identifiable information derived from subject data in locked cabinets, file drawers, or other secure locations when not in use.
4. Researcher shall ensure all printouts, tabulations, and reports are edited to prevent any possible disclosure of personally-identifiable subject data.
5. Researcher shall establish procedures to ensure the subject data cannot be extracted from a computer file or database by unauthorized individuals.

B. Retention of subject data.

1. Researcher shall destroy the subject data, including all copies, when the research that is the subject of this Agreement has been completed or this Agreement terminates, whichever occurs first.

VI. TERMINATION OF THIS AGREEMENT

1. This Agreement shall terminate six months from the date it is signed by the OPI. The Agreement, however, may be extended by written agreement of both of the parties.
2. Any violation of the terms and conditions of this Agreement may result in the immediate revocation of this Agreement by the OPI.
 - a. The OPI may initiate revocation of this Agreement by written notice to Researcher indicating the factual basis and grounds of revocation.
 - b. 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 three business days to submit a written Response to the OPI indicating why this Agreement should not be revoked.
 - c. The OPI Data Privacy and Security Committee shall decide whether to revoke this Agreement based on all the information available to it. The OPI shall provide written notice of its decision to the Researcher within 10 business days after receipt of the Response. These timeframes may extend for good cause.

SIGNATURE PAGE

By signing below, the individual researcher or official of the Research Organization certifies 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 subject data will be maintained and analyzed.	
2. Signature of the Individual Researcher or Official of the Research Organization	3. Date
4. Type/Print Name of Official	5. E-mail
6. Title	7. Telephone
8. Mailing Address	
9. Signature of the Principal Research Analyst	10. Date
11. Type/Print Name of Principal Research Analyst	12. E-mail
13. Title	14. Telephone
15. Mailing Address	
16. Signature of OPI Research Liaison	17. Date
18. Type/Print Name of OPI Research Liaison	19. E-mail
20. Title	21. Telephone