

Appendix IV: Key Provisions from the DCPS Confidentiality Agreement

Researcher agrees to fulfill their responsibility on this project in accordance with the following guidelines:

1. To comply in all respects with the provisions outlined in (a) the DCPS Process and Requirements to Conduct Research or Obtain Confidential Data, and (b) the MOA between my organization and/or myself and DCPS.
2. To comply in all respects with applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
3. To maintain, use, disclose, and share data received pursuant to the MOA in a manner authorized by FERPA and any applicable federal and District of Columbia law or regulation.
4. To use data shared under the MOA with DCPS for no purpose other than the research project described in the MOA, and as authorized under 34 CFR §§ 99.31(a)(6). Nothing in the MOA shall be construed to authorize me/my organization to have access to DCPS data beyond that included in the scope of the MOA. I/my organization further agree not to share Confidential Data received under the MOA with or permit access to such data by any individual or entity other than the Parties named in the MOA, for any purpose, except as permitted by the MOA and applicable law. I/my organization shall put procedures in place to safeguard the confidentiality and integrity of Confidential Data, to place limitations on its use and to maintain compliance with applicable privacy laws. I understand that the MOA does not convey me/my organization ownership of any Confidential Data.
5. To obtain all necessary approvals from authorized officials of my organization prior to beginning the Project. I will also obtain informed consent from Project participants as described in the DCPS Process and Requirements to Conduct Research or Obtain Confidential Data.
6. To require all employees, contractors, and agents of any kind working on the research project described in the MOA to comply with the MOA, the DCPS Process and Requirements to Conduct Research or Obtain Confidential Data, and all applicable provisions of FERPA and other laws with respect to the data and information shared under the MOA. I agree to require each employee, contractor, or agent with access to data to sign a security pledge and to provide such signed security pledges to DCPS.
7. To the extent DCPS has not provided student records with Personally Identifiable Information, I agree not to attempt to identify individuals, families, or households in such data except as required by the project described in the MOA. I shall not disclose data produced to me/my organization under the MOA in any manner that could identify any individual or school, except as authorized by FERPA, to any unauthorized person. I and persons participating in this project on behalf of the Parties named in the MOA shall neither disclose nor otherwise release data and reports relating to an individual or school, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports,

shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual or school.

8. To not publish nor report on any DCPS data or information without first obtaining express written permission from DCPS.
9. To not provide any Confidential Data obtained under the MOA to any entity or person ineligible to receive Confidential Data or prohibited from receiving Confidential Data by virtue of a finding under 34 CFR § 99.31(a)(6)(iv), in any form, including electronically (including email) and hard copy.
10. To not share any Confidential Data obtained under the MOA via email with any entity or person including others participating in the project described in the MOA.
11. To notify DCPS immediately in the event of a breach of any measures to keep confidential the data received pursuant to my/my organization's MOA with DCPS. I will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform DCPS of such efforts.
12. To destroy all Confidential Data as provided for in the MOA.