



Springfield Public Schools Research Proposal and Data Agreements Form

We strongly recommend that you read all documents posted under the [Research Proposal Submission Process](#) and [External Data Request Process](#) links on the Digital Learning and Assessment (DLA) Department webpage to obtain a comprehensive understanding of the processes and procedures for conducting research within and/or obtaining data from Springfield Public Schools.

The following terms and conditions apply to **all** proposals submitted to Springfield Public Schools:

- **Participation in studies must be voluntary**, except as required by federal/state mandate or required evaluations related to District-held grants or contracts.
- **Research activities should not interfere with instructional time.**
- Research cannot be conducted in any school without the approval of the school's principal. Principals have been instructed that research cannot be conducted in the schools without an official approval letter from the Chief Information Officer of Springfield Public Schools.
- The approval letter from the Chief Information Officer authorizes the Researcher or Principal Investigator to commence the study, **but does not obligate a participant, school, division, or office to take part in the study.**
- No changes in scope (e.g., timeframe of study, number of schools included, number of participants, etc.), procedure, or instrumentation may be made without authorization once a letter of approval has been issued. Requests for amendments must be made directly to the Administrator of the DLA Department before the proposed changes are enacted.
- All state and federal laws must be observed, including the Family Educational Rights and Privacy Act (FERPA) and the Protection of Pupil Rights Amendment (PPRA).
 - FERPA: <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
 - PPRA: <http://www2.ed.gov/policy/gen/guid/fpco/ppra/index.html>
- Institutional Review Board (IRB) review for all research with human subjects is **required**. IRB documentation may come from either university IRBs or independent IRBs.
- The invitation to participate in research (i.e., consent form) is to be printed on the researcher's stationary, and not on that of any office or school of Springfield Public Schools, in order to avoid any perceived coercion. Also, school administrators or staff should not be mentioned as endorsing the research; language may only indicate that the researchers may have been given permission by school administrators to seek participants for the study.
- All persons having one or more contacts with one or more students must adhere to the Criminal Offender Record Information (CORI) policy of Springfield Public Schools (<http://www.sps.springfield.ma.us/webContent/CORI%20Policy.pdf>). CORI forms are located on the Springfield Public Schools website at www.sps.springfield.ma.us/humanresources/content/CORI.pdf. CORI clearances must be dated prior to the date of the review of the research proposal. **No person will be allowed into the school setting without a CORI clearance on file with the related research proposal in the DLA Department.**



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- Strict confidentiality must be maintained to protect all participants involved. For purposes of your project, you may share the data solely with the other persons listed on the research proposal and/or the Request for Data Form submitted to the DLA Department (the “Authorized Recipient(s)”; each of whom must be an employee of the Institution. To add, delete or change an Authorized Recipient, you must give notice to the Administrator of the DLA Department. You shall ensure that each Authorized Recipient implements and fully complies with the same restrictions and conditions that apply through this agreement to you with respect to the Data. **Authorized Recipients shall sign a copy of the Research Proposal and Data Agreements Form and deliver the signed copy to the Administrator of the DLA Department, prior to receipt of any data.**
- The Researcher/Principal Investigator and Data Requestor affiliated with the study or project must notify the Administrator of the DLA Department, in writing, about the intent to submit reports or articles for publication or conference presentations. Upon publication, one hard copy and one electronic copy of the final report must be furnished for the files of the DLA Department. Please direct these reports to the attention of the Administrator of the DLA Department.
- Data received from the Springfield Public Schools may only be used for approved research studies and destroyed at the end of the project. **Unauthorized use or transfer of the data to another entity is a policy violation of Springfield Public Schools.**
- Researchers/Principal Investigators and Data Requestors requesting multiple data sets will be provided with only the raw data and a common link among the data sets. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGFIELD PUBLIC SCHOOLS PROVIDES THE DATA “AS IS”.** Springfield Public Schools will not provide analysis or linking of any raw data sets.
- Reports or articles written based on approved research and projects must include the following acknowledgment: ***This research was made possible, in part, by the support of Springfield Public Schools.***
- This agreement applies to, and represents an agreement by and among the Institution (the “Institution”) named in the research proposal and/or the Request for Data Form submitted to the Administrator of the DLA Department, the individual(s) named and Authorized Recipients, if any, named elsewhere therein, and Springfield Public Schools. “You” and “your” means the Institution, the Authorized Recipients and these individual(s).
- You agree that you shall not pursue any course of conduct that represents a conflict of interest with respect to Springfield Public Schools or the research process, including but not limited to the receipt of any gifts or other inducements in any manner that may affect or may reasonably appear to affect your impartiality. Except as otherwise disclosed to and independently approved by the DLA Department. No School District employee may benefit in any manner from this agreement.
- If you fail to comply with the terms, conditions and limits set forth in this agreement, Springfield Public Schools may hold you in default of this agreement, and, if you fail to cure such alleged breach or default in not later than five (5) business days, Springfield Public Schools shall have the right, at its option, to (a) terminate this agreement; (b) seek the remedy of specific performance to compel you to comply with this agreement, (c) seek any other remedy available at law or in equity, or (d) pursue any combination of



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these remedies. You acknowledge and agree that the data contains very sensitive information, and based on this fact, Springfield Public Schools may seek the expedited legal and equitable relief noted above, in the event you breach any term set forth in this agreement.

- The parties shall give any notices in writing, delivered by U.S. Mail, return receipt requested, nationally recognized overnight courier, or by hand delivery.
- This agreement does not authorize or permit you to have any direct contact with children associated with Springfield Public Schools. Springfield Public Schools has not engaged your service as either an independent contractor or an employee and this agreement does not create any employment relationship with Springfield Public Schools. You shall not assign any of your rights or duties under this agreement. You may subcontract certain rights and duties, provided that you remain liable to Springfield Public Schools at all times and in all circumstances. You shall retain records documenting your use and re-disclosure, if any, of the data, for not less than six (6) years after the completion of your research. The foregoing to the contrary notwithstanding, you acknowledge and agree that state and federal regulations **20 U.S.C. § 232g(b)(1)(F)** require that you destroy your copies of the data itself when no longer needed for your research or evaluation.
- If approved, Springfield Public Schools will specify the expiration date of this agreement. Springfield Public Schools may terminate this agreement if you breach it. If you have not published your research by the date this agreement expires, you may not thereafter use the data in your research. Not later than two (2) weeks after the expiration date you shall either destroy the data or return the data to Springfield Public Schools (you may not keep a copy of the data in any form or format).

Please complete the information below to indicate your agreement to all the above terms. Please mail this form and the requested information to the Administrator of the DLA Department of Springfield Public Schools, at 1550 Main Street, P.O. Box 1410, Springfield, MA 01103-1410.

Signature: _____

Name: _____

Title: _____

Institution: _____

Date: _____