

NEWARK BOARD OF EDUCATION

Research and Data-Sharing Agreement

REQUIRED FOR DISCLOSURE OF INFORMATION PERTAINING TO INDIVIDUAL STUDENTS TO BONA FIDE RESEARCHERS AND ORGANIZATIONS CONDUCTING RESEARCH PROJECTS AND STUDIES

Organization Conducting Project/Study: Rutgers-Newark

Principal Researcher Dr. Arthur Powell

Faculty Advisor/Supervisor _____
(if Principal Researcher is a student)

Name of Project/Study: Mathematical Thinkers Like Me

Educational Records requested and/or On-site Research Planned (be specific):

For this study, the researchers would like to study the efficacy of an on-line module that allows for joint problem-solving with both students and teachers. The focus of this study is 6th-8th grade students and their teachers. Schools involved in this study are Louise A. Spencer Elementary School and Rafael Hernandez Elementary School.

Data to be collected from student participants include:

MLM will study whether and how it achieves improvement in students' executive functions and mathematics learning. The researchers will use these four categories of data collection instruments with both teachers and students:

1. **Assessments:** Online instruments to measure changes in executive functions, mathematics performance, and equity (interest, feelings of belonging, and agency) will involve students for not more than two class sessions, two or three times a school year.
2. **Observations:** Observational instruments will capture changes in students' interest, feelings of belonging, and agency in mathematics (e.g., how much do you enjoy mathematics?). The application of these instruments does not require students' involvement; they participate in their classroom activities as usual. The class sessions are video recorded. Researchers will use these recordings to document changes in students' involvement with the MLM platform and their interest, feelings of belonging, and agency in mathematics.
3. **Interviews:** During non-class time, 15- to 30-minute individual or focus group interviews with a subset of teachers and students to understand their experience with the MLM platform.
4. **Artifacts:** MLM-related instructional materials and student class work in mathematics. Specifically, the researchers would like to review the logs of their interaction with the

VMT software which is designed for collaboration on mathematical course work, for students who have consented in the study.

5. **Student Data:** Researchers would like to incorporate de-identified student level data. Specifically, the following elements:

- Local Student ID
- State Student ID
- DOB
- Student Race/Ethnicity
- Gender
- Free-Reduced Price Lunch Status
- ELL-Status
- Special Education Status
- Number of Days Absent
- Number of Days Enrolled
- Math & ELA grades from 21-22
- NJSLA Math & ELA scores from 18-19, 21-22

Relevance of the requested Education Records and/or On-Site Research to the project or study:

The Mathematical Thinkers Like Me (MLM) project is a collaboration with the NBOE that aims to develop and study a hybrid, collaborative environment for learning mathematics among students from historically and socially disadvantaged ethnic-racial groups. MLM seeks to improve students' use of executive functions, and conceptual understanding and procedural performance of mathematics in an equitable learning environment. Through teacher professional enhancement, the project will support students to form communities of mathematics learners and exchange their mathematical thinking within their communities and across the communities through storytelling, aiming to augment their mathematical reflection success and strengthen equity-related factors such as identification with mathematics, agency, and social belonging.

Organization, Principal Researcher and their agents agree to maintain all client information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the federal Children's Online Privacy Protection Act of 1998 ("COPPA")(15 U.S.C. Sec. 6501 et seq.), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1) It is specifically acknowledged and agreed upon by that parties that willful or negligent unauthorized disclosure of personal information in Education Records by Organization and the Principal Researcher to any unauthorized person or third party shall entitle NBOE to seek any remedies available to NBOE at law or in equity and to terminate any services or agreement for services immediately.

The Principal Researcher named above ("Principal Researcher") will be provided access to and/or disclosure of Education Records of current and/or former Newark Public Schools ("NBOE") students, including personally identifiable information (as that term is defined in FERPA) relating to such students, for the purposes described in the Scope of Work attached hereto and subject to the terms and conditions set forth below.

A. Specific terms and conditions of access/disclosure of Education Records, if any:

To maintain confidentiality, each student and teacher participate will be assigned a participant identification number (PID), and, as such, their work be de-identified. The link between PID and participant will be maintained in a password protected hard drive in the Principal Researcher's university office. In order to obtain the logs from the VMT software, the researchers will provide a list of student ids who consented in the study to their partner organization, 21PSTEM. 21 PSTEM will provide the logs to the Rutgers research team for students who consented to participate.

B. Confidentiality of Education Records and Conditions of Access/Disclosure.

1. The project or study will be conducted in a manner that does not permit personal identification of students or parents (through the use of names, addresses, student identification numbers, photographs, electronic images or any other personally identifiable information) by individuals other than representatives of the organization named above that have legitimate interests in the information.
2. Personally identifiable information will be used only to meet the purpose or purposes of the project or study as stated in the Scope of Work attached.
3. Within no more than thirty (30) days of the completion of the project or study, all personally identifiable information shall be returned to the Newark Public Schools, or the Principal Researcher and/or his/her supervisor/advisor shall certify in writing that all of the personally identifiable information has been destroyed.
4. All data relating to, arising out of or in connection with the project or study will be maintained on a secure computer network or system.
5. Any report or other work product derived from or produced as part of the project or study shall not contain any personally identifiable information.
6. The Principal Researcher and/or his/her supervisor/advisor shall immediately advise the Newark Public Schools in writing if he or she learns of any unauthorized use or disclosure of any personally identifiable information.

C. Reports, Publications, Press Releases, or Statements.

7. The Organization Conducting the Project/Study ("Organization") and the Principal Researcher shall ensure that any and all reports and other publications, press releases or written or electronic statements ("Reports") issued by it or by any individual or entity working in cooperation with it or under its auspices that describe, discuss or relate in any way to NBOE, its schools, students or employees, or to data maintained or kept on file by NBOE, shall be provided to NBOE in draft form (plainly marked "DRAFT – NOT FOR PUBLICATION" on the cover) not less than ten days in advance of publication, in order to afford NBOE an opportunity to review the draft, provide comments, suggest changes and respond to stated conclusions. If the Organization, the Principal Researcher or any such individual or entity decides not to make any changes suggested by NBOE, the Organization or Principal Researcher shall so inform NBOE in writing, with a statement of the reasons for its decision. In such event, NBOE may publish electronically or in print any comment it chooses to make about the Report, including a statement of its disagreement and the reasons therefor, and the Organization and the Principal Researcher shall ensure that reference to NBOE' comment is included in any and all printed and electronic copies of the Report.

8. The Organization and the Principal Researcher shall ensure that all Reports issued by the Organization or the Principal Researcher or any individual or entity working in cooperation with them, or either of them, that describe, discuss or relate in any way to NBOE, its schools, students or employees, or to data maintained or kept on file with NBOE, shall include a statement acknowledging the support and cooperation of NBOE and its administration, in a form approved in advance by NBOE. In addition, the Organization and the Principal Researcher shall ensure that all such Reports shall state that the findings, conclusions and recommendations stated therein (except for any comment by NBOE included pursuant to paragraph (a) above) belong to the Organization and/or the Principal Researcher, and that the Organization and/or Principal Researcher take sole responsibility for everything contained therein.

D. Criminal History Record Checks.

9. The Organization shall ensure that each worker(s), subcontractor(s), agent(s) and representative(s) assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq or from coming into contact with school children. Failure to ensure that a criminal history background check is performed for any Organization employee, worker, subcontractor, agent and/or representative at a contract school location will be deemed to be a breach by the Organization which may result in immediate termination of this agreement. The Organization shall not employ or utilize at any school location any person who is, or becomes, disqualified from coming into contact with children, or from employment or service, as a result of his or her criminal history record. The Organization shall notify NPS immediately of any notice of disqualification Organization receives with respect to any employee, consultant or volunteer it is utilizing as part of its contract with NPS.

E. Indemnification.

10. In consideration for execution of this Research and Data-Sharing Agreement and the benefits of collaboration with NBOE to be received by the Organization and the Principal Researcher (which are acknowledged to be good and valuable consideration), the Organization and Principal Researcher hereby agree to fully indemnify, release, protect, save and hold harmless NBOE, its Board of Education and members thereof, the Superintendent, and NBOE' officers, employees, agents and representatives as well as the respective heirs, personal representatives, successors and assigns, of any and all of them from and against any and all losses, damages, costs, expenses, claims and liabilities (including all attorneys' fees and costs), which NBOE or any of the parties listed in this paragraph may suffer or be subject to or be caused to incur by virtue of or as a result of any third party settlement approved by the Organization and the Principal Researcher or of an adverse determination of any third party claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this Data-Sharing Agreement and the work performed under it by the Organization and Principal Researcher, including but not limited to, the unauthorized disclosure of personally identifiable information in Education Records, as defined by FERPA.

F. New Jersey Law.

11. The Data-Sharing Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained

in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties hereto hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Data-Sharing Agreement.

G. Independent Contractor.

12. None of the provisions of this Data-Sharing Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Data-Sharing Agreement. Organization, Principal Researcher, their employees, agents, and subcontractors are not employees of the NBOE and are not entitled to any benefits provided by NBOE, including but not limited to, pension plan, withholding of federal, state and local income taxes, FICA, Workers' Compensation, Unemployment Compensation or other insurance.

H. Term/Termination.

13. This Data-Sharing Agreement shall commence on the date of its approval by NBOE and shall terminate 12 months from the date of approval. Either Party may terminate this Data-Sharing Agreement at any time for any reason, by written notice to the other Party. Termination of the Data-Sharing Agreement shall not abrogate any remedy provided for in the Data-Sharing Agreement.

I. Insurance.

14. If the Organization and Principal Researcher's work is performed at an NBOE location or using NBOE equipment, Organization and Principal Researcher's shall procure and maintain for the duration of the Data-Sharing Agreement commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by the Organization, Principal Researcher, their agents representatives, employees or subcontractors. NBOE is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance.

By signing this Research and Data-Sharing Agreement, I agree to be bound by these terms and conditions, both on my own behalf and on behalf of the Organization named above, and I represent that I am authorized to do so on behalf of the Organization. I further agree that any and all individuals to whom Education Records are disclosed in the course of the project or study will be bound by these terms and conditions.

I understand and acknowledge that any breach of these terms and conditions may result in future denial of access to or disclosure of Education Records by NBOE to me and/or the Organization, and that NBOE also shall be entitled to any other remedies for such breach allowable by this Agreement or applicable State and Federal law.

Newark Public Schools shall not incur any financial obligation in connection with the performance of the Data-Sharing Agreement.

Date

Principal Researcher

Date

Faculty Advisor/Supervisor
(if Principal Researcher is a student)

Date of NBOE Approval:
(NBOE Only – Do not fill out)

NBOE Signature:
(NBOE Only – Do not fill out)
