

**CENTER FOR RESEARCH, EVALUATION AND ADVANCEMENT OF TEACHER EDUCATION  
(CREATE)**

**PROCEDURES FOR REQUESTING CREATE RESEARCH DATA**

\*Data is available for research purposes only.

**Checklist:**

- \_\_\_ 1. Data Application Cover Sheet
- \_\_\_ 2. Data Request Form for CREATE Research Data
- \_\_\_ 3. Proposal including abstract, description of the project and statement of benefits to educator preparation.
- \_\_\_ 4. IRB approval from the Principal Investigator's institution
- \_\_\_ 5. Signed confidentiality agreements from the PI and all research staff
- \_\_\_ 6. Data Security Plan
- \_\_\_ 7. Signed Data Disclosure and Destruction Agreement
- \_\_\_ 8. Payment/Purchase Order

**Eligible Institutions and Researchers**

Data can be released to a member institution of CREATE. The institution must have established protocols for an Institutional Review Board for the protection of human subjects to review proposals for research projects employing sensitive data. Individual researchers requesting CREATE data must have their primary affiliation with an eligible institution or be a currently enrolled student in a doctoral program at an eligible institution.

**Instructions and Procedures for Obtaining CREATE Research Data**

**A. Please read and respond to all sections of this application. All Researchers**

All researchers using data from CREATE will do the following:

- Submit the CREATE Research Request Form
- Submit a proposal (with abstract) stating the goals of the project as well as a description of the project. If the project requires labor from CREATE beyond

providing existing data sets (e.g. creating customized data sets), these activities must be described and justified in the proposal.

- Complete and sign the *Confidentiality and Data Use Agreement for Investigators* form
- Ensure that all associates and research assistants who use the data sign the *Supplemental Confidentiality and Data Use Agreement for Staff* form and abide by the procedures for protecting confidentiality of the data
- Secure their institution's appropriate (exempt, expedited or full review) IRB approval of their project
- Agree to inform CREATE about publications, reports and press releases prior to publication
- Agree to destroy all copies of the data, original and derived, on the date stated in the Disclosure and Data Destruction Agreement.
- Agree to provide CREATE with payment of the appropriate fee
  - Requests for customized data are subject to additional fees to compensate CREATE for time that personnel spend on the project. CREATE will provide the researcher with an estimate of the number of days of CREATE services that will be required for customization.

#### **B. Doctoral Students**

Student access to data is limited to doctoral candidates. In addition to the requirements for all researchers, student applicants must have a faculty member sponsor the proposal by writing a letter of support, indicating that the faculty member will also assume responsibility for data security as stated in the Data Use Agreement. Students will only have access to existing datasets. CREATE will not customize data for dissertation research.

#### **C. Grant Proposal Writers**

Individuals who would like to know about what data are available may gain access to the codebooks and data dictionaries without going through the proposal process.

CREATE will work with the Principal Investigator for the proposed project to estimate the number of days of CREATE services that will be required for the project and include that estimate as a line-item on the grant proposal budget.

## **CREATE's Evaluation of Data Requests/Proposals**

CREATE staff will evaluate the quality and feasibility of proposals and ensure that different scholars do not duplicate each other's efforts. CREATE will also set priorities for accommodating different projects using the following guidelines.

### **A. Mission**

CREATE will give priority to proposals that correspond with CREATE's mission to advance the quality and effectiveness of teacher preparation programs in Texas universities.

### **B. Benefit to CREATE**

Benefits to CREATE could include providing funds to CREATE, providing new data sets to CREATE, sharing enhanced data files used in project analyses, improving the understanding of the data provided by documenting information about the data, or validating the data against other sources and providing these analysis files to CREATE.

### **C. Feasibility**

Projects that require substantial time investment from CREATE personnel may receive lower priority, depending upon CREATE's schedule of commitments at the time that the request is submitted.

## **Different Kinds of Requests that Researchers May Make of CREATE**

### **A. Existing Products**

#### **1. Codebooks**

CREATE has codebooks available for each data set it receives or creates. These documents inform researchers about the data sets, but they do not contain confidential information nor do they allow researchers to manipulate or analyze the data. Therefore, people may have access to these documents without submitting a proposal to CREATE. However, for any other product, researchers must adhere to the procedures described above.

#### **2. Data Sets**

CREATE can accommodate requests for copies of data sets that currently exist at CREATE. When a researcher's application for using these data is approved, CREATE will provide the data. Requests for additional years of data can be made as addenda to an approved application. However, requests for additional data files may require submission of a new proposal.

### **B. New Products**

#### **1. Customized Data Sets**

A researcher may want CREATE to merge, concatenate, or subset various existing files. Although this type of request requires some programming from CREATE, it does not raise new confidentiality concerns. However, a researcher who wants a

customized data set will have to explain why it is necessary for CREATE to alter the data sets rather than having the researcher alter the data sets. A fee for customization may apply.

## **2. Creating New Data Sets**

A researcher may want CREATE to construct a new data set from certification and employment files. A fee for customization may apply.

## **Application Process and Required Agreements for the Use of CREATE Research Data**

### **I. Requirements of Investigators and Receiving Institutions**

CREATE data are released only for research use. Therefore, investigators must have their primary affiliation with an institution that meets the criteria outlined below in order to be considered eligible to receive CREATE data.

#### **A. Receiving institutions must:**

1. Be an institution of higher education and member of the CREATE consortium;
2. Have a demonstrated record of using sensitive data according to commonly accepted standards of research ethics; and
3. Have an established Institutional Review Board/Human Subjects Review Committee or equivalent institution-level body to review research proposals using sensitive data.

#### **B. Doctoral students:**

As part of its mission, CREATE will provide data to students for doctoral dissertation research. These researchers must:

1. Be enrolled in a doctoral program at an eligible CREATE institution;
2. Submit a proposal and complete all steps indicated in the Data Use Agreement;
3. Have a faculty member sponsor the proposal by writing a letter of support, indicating that the faculty member assumes responsibility for data security as stated in the Data Use Agreement; and
4. Due to resource constraints, students may have access only to existing datasets. CREATE will not customize data for dissertation research.

### **I. Research Proposal**

Please submit a proposal with abstract that includes the following:

#### **A. Rationale and Significance of the Project.**

This section should discuss the importance of the research problem, explain how the project is grounded in the literature, and describe the study's potential contribution to advance teacher preparation research.

Clearly state the purpose of the research study and the research questions.

#### **B. Description of Research Design**

This section should include a description of the methodology and procedures in a clear, step-by-step sequence including the important elements of the methodology and how the study will be implemented in the chosen setting. Describe the sample, how the research population will be accessed, and identify the data sets and measures required to address the project. As previously stated, if the project requires labor from CREATE

beyond providing existing data sets (e.g. creating customized data sets), these activities must be described and justified in the proposal. Include any instruments or measures as appendices.

## **II. Data Security Plan**

Potential investigators should submit a Data Security Plan to CREATE, outlining the measures that will be taken to ensure that no persons, other than those authorized by the signed agreement, can have access to the contents of the CREATE data files. This data protection plan applies to the data files supplied by CREATE, as well as any copies made by the research team, and any new data derived from the restricted data. “Derived data” include subsets of cases or variables, as well as numerical or other transformations of variables from the original data.

The plan also should include a discussion of the computing environment in which the data will be managed, analyzed, stored, and transmitted among research team members. The investigators must address in detail the security measures that will be implemented for protection of these restricted data. Specific guidelines for preparing the Data Security Plan are outlined on pages 9-10.

## **III. Institutional Review Board Approval**

CREATE requires that the investigator submit a copy of the document, signed by the receiving institution’s Institutional Review Board, approving the research project and acknowledging that these data require human subject protection. Although research using CREATE data does not involve interaction with human subjects, the level of detail of these data and CREATE’s strict compliance with FERPA regulations require that we secure institutional commitment to safeguarding confidentiality of these data files. Therefore, a certificate of IRB exemption from review is not sufficient to meet this requirement (an expedited level of review is acceptable). The IRB also must approve the procedures for the secure use and storage of the data described in the researcher’s Data Security Plan.

## **IV. Data Use Agreement**

The data provided under this agreement shall be held by the investigator, research staff, and receiving institution in strictest confidence and can only be disclosed in compliance with the terms of the signed agreement. For use of CREATE data files, the investigator, research staff, and receiving institution agree:

- That the data will be used solely for statistical analyses and that no attempt will be made to identify specific individuals, families, households, schools, or institutions, nor will any listing of data at the individual, family, or school level be published or otherwise distributed.

- That, if the identity of any individual should be discovered inadvertently, then (1) no use will be made of this information, nor will it be shared with anyone else; (2) the identifying information will be safeguarded or destroyed.
- To avoid inadvertent disclosure of individual identities by taking the following precautions in the release of statistics derived from the data set:
  - In no case should the total figure for row or column of a cross-tabulation be fewer than ten.
  - In no case should a quantity figure be based upon fewer than ten cases.
  - In no case should a quantity figure be published if one case contributes more than fifty percent of the amount.
  - In no case should data on an identifiable case, or any of the kinds of data listed above be derivable through calculation from the combination of tables released.
  - Data released should never permit disclosure when used in combination with other known data.
- That only the persons identified in the data agreement as investigator or research staff will have access to the contents of the data files, including derived data files.
- To comply fully with the approved Data Security Plan.
- To supply CREATE with signed Confidentiality Agreements for Investigators, with original signatures, for the investigator and all research staff identified in the Supplemental Confidentiality Agreement with Research Staff.
- To respond promptly and in writing to inquiries from CREATE regarding compliance with this agreement or the expected date of completion of the research.
- To provide manuscripts to CREATE prior to publication.
- To provide annual reports to CREATE, which include:
  - A copy of the annual IRB approval for the project;
  - A listing of public presentations at professional meetings using results based on the data; and
  - Copies of papers accepted for publication using these data, with complete citations.
- To acknowledge CREATE as the data source in publications, reports, and releases.

In the event that the investigator changes institutional affiliation during the period covered by this contract, the investigator will take the following actions:

1. Inform CREATE prior to relocation.
2. Resubmit a data security plan and obtain signed IRB approval from the new institution.
3. Provide assurance that all data files are removed from the original site.

## **V. Data Destruction Agreement**

We ask that at the completion of the research project that the PI destroy all electronic and paper files at a date specified within the data use agreement and Disclosure and Data Destruction Agreement Form. This data will likely depend, in part upon the complexity of the project, the professional societies and journals to which the data will be reported, and the data retention policy of the institution with which the investigator is associated. Please send the signed Disclosure and Data Destruction Agreement Form to CREATE's Director of Research.

## **Guidelines for a Data Security Plan for the use of CREATE Research Data**

The fundamental goal of the protections outlined in the Data Security Plan is to prevent persons who are not signatories to the Confidentiality and Data Use Agreement for Investigators or the Supplemental Confidentiality and Data Agreements for Staff from gaining access to the data. When these agreements are executed, all members of the research team are obligated to follow all aspects of the Data Security Plan.

### **I. General Guidelines**

The following should be provided:

- 1) The names, titles, and responsibilities of all the investigators and research staff (students, research assistants, and programmers) who will have access to the data. Any changes in personnel would require that this information be updated.
- 2) Confidentiality agreements signed by all project personnel should be included with the Application. Any new personnel added during the research period would require that an amended appropriate Confidentiality and Data Use Agreement be sent to CREATE.
- 3) A detailed description of the computer system where the data will be stored and analyzed. This description should include the following:
  - All locations where the data and paper files will be kept.
  - The secure network server on which data will be stored, how the networked system handles backups, and how long system backup copies of the data are kept.
  - Information on the network's security protocols, including protections for original data sent by CREATE and temporary analysis files.
  - Information on how all files are tracked, accounted for, and schedule for deletion.
  - The security system that would prevent unauthorized access to the data, and whether this system is used by other projects.
  - The time frame for analysis of the data, including the end date of the project. This date should not exceed three years from the execution of the data use agreement. Should the research project require additional time, a request for continuation should be submitted three months prior to the specified end date. Unless prior arrangements are made with CREATE, all electronic and paper data must be destroyed on the project's end date.

## II. Specific Guidelines

CREATE requires that the original de-identified data files, and all resulting temporary and derived data files, must be stored on a secure network server with protections and restrictions appropriate for sensitive data. The data security plan must include a discussion of the computing environment in which the data will be managed, analyzed, stored, and transmitted among research team members. Investigators must provide details about the server on which data will be stored, how the networked system handles backups, and how long system backup copies of the data are kept.

All data security plans **must** include the following statements:

- 1) ALL storage and analysis of CREATE data will take place exclusively on the secure server. Data may not be downloaded to local workstations, or to any external devices. Desktop and laptop workstations may be used only for remote access to the secure server.
- 2) Portable storage devices will not be used for downloading or storing data.
- 3) CREATE data will NOT be shared with any other institution or investigator not currently listed in the data use agreement. This restriction applies to source data as well as all derived data files. Project investigators, including the PI, do not have discretion to modify access to the CREATE data. Any changes in access to the data on the secure server require explicit prior approval by CREATE.

**All data security protections apply to the original CREATE data, derived files, and temporary analysis files.**

**CENTER FOR RESEARCH, EVALUATION AND ADVANCEMENT OF TEACHER EDUCATION  
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**CONFIDENTIALITY AND DATA USE AGREEMENT FOR INVESTIGATORS**

The data provided under this agreement shall be held by the investigator, research staff, and receiving institution in strictest confidence and can only be disclosed in compliance with the terms of the signed agreement. For use of CREATE data files, the investigator, research staff, and receiving institution agree:

- That the data will be used solely for statistical analyses and that no attempt will be made to identify specific individuals, families, households, schools, or institutions, nor will any listing of data at the individual, family, or school level be published or otherwise distributed.
- That, if the identity of any individual should be discovered inadvertently, then (1) no use will be made of this information, nor will it be shared with anyone else; (2) the identifying information will be safeguarded or destroyed.
- To avoid inadvertent disclosure of individuals' identities by taking the following precautions in the release of statistics derived from the data set:
  - In no table should a single cell contain all cases in any row or column.
  - In no case should the total for row or column of a cross-tabulation be fewer than ten.
  - In no case should a quantity figure be based upon fewer than ten cases.
  - In no case should a quantity figure be published if one case contributes more than fifty percent of the amount.
  - In no case should data on an identifiable case, or any of the kinds of data listed above, be derivable through calculation from the combination of tables released.
  - Data released should never permit disclosure when used in combination with other known data.
- That only the persons identified in the data agreement as investigator or research staff will have access to the contents of the data files, including derived data files.
- To comply fully with the approved Data Security Plan.
- To supply CREATE with Confidentiality and Data Use Agreements, with original signatures, for the investigator and all research staff identified.
- To respond promptly and in writing to inquiries from the CREATE regarding compliance with this agreement or the expected date of completion of the research.
- To destroy all electronic and paper files at a date specified within the data use agreement. This date will likely depend, in part, upon the complexity of the project, the professional societies and journals to which the data will be reported, and the data retention policy of the institution with which the investigator is associated.
- To provide manuscripts to CREATE prior to publication.
- To provide annual reports to CREATE, which include:
  - A copy of the annual IRB approval for the project;

- A listing of public presentations at professional meetings using results based on the data; and
- Copies of papers accepted for publication using these data, with complete citations.
- To acknowledge CREATE as the data source in publications, reports, and releases.

In the event that the investigator changes institutional affiliation during the period covered by this contract, the investigator will take the following actions:

1. Inform CREATE prior to relocation.
2. Resubmit a data security plan and obtain signed IRB approval from the new institution.
3. Provide assurance that all data files are removed from the original site.

Title of Research Project: \_\_\_\_\_

Name and Title of Principal Investigator: \_\_\_\_\_

Receiving Department and Institution: \_\_\_\_\_

Date of IRB Approval: \_\_\_\_\_

IRB Protocol Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **Pledge of Confidentiality**

I have received approval of my research proposal to access data derived from confidential files supplied to the Center for Research, Evaluation and Advancement of Teacher Education. I am aware of restrictions to use of such data specified by the Family Education Rights and Privacy Act (FERPA), enacted by the United States Congress.

I agree to fulfill my responsibilities on this project in accordance with the procedures and requirements established in the approved Data Use Agreement and Data Security Plan. These conditions include the following:

- That the data will be used solely for statistical analyses and that no attempt will be made to identify specific individuals, families, households, schools, or institutions, nor will any listing of data at the individual, family, or school level be published or otherwise distributed.

- That, if the identity of any individual should be discovered inadvertently, then (1) no use will be made of this information, nor will it be shared with anyone else; (2) the identifying information will be safeguarded or destroyed.
- To avoid inadvertent disclosure of individual identities by taking the following precautions in the release of statistics derived from the data set:
  - In no table should a single cell contain all cases in any row or column.
  - In no case should the total figure for row or column of a cross-tabulation be fewer than three.
  - In no case should a quantity figure be based upon fewer than three cases. In no case should a quantity figure be published if one case contributes more than fifty percent of the amount.
  - In no case should data on an identifiable case, or any of the kinds of data listed above, be derivable through calculation from the combination of tables released.
  - Data released should never permit disclosure when used in combination with other known data.
- That only the persons identified in the data agreement as investigator or research staff will have access to the contents of the data files, including derived data files.
- To comply fully with the CREATE-approved Data Security Plan.
- To respond promptly and in writing to inquiries from the CREATE regarding compliance with this agreement or the expected date of completion of the research.
- To destroy all electronic and paper files by this date, specified within the data use agreement: \_\_\_\_\_ .
- To provide manuscripts to CREATE prior to publication.
- To provide annual reports to the CREATE, which include:
  - A copy of the annual IRB approval for the project;
  - A listing of public presentations at professional meetings using results based on the data; and
  - Copies of papers accepted for publication using these data, with complete citations.
- To acknowledge CREATE as the data source in publications, reports, and releases.

I agree that if I fail to abide by the procedures established in this agreement, the approved Data Use Agreement, and the approved Data Security Plan, I immediately will cease using and will destroy all data obtained or derived from the Center for Research, Evaluation and Advancement of Teacher Education.

Signature: \_\_\_\_\_  
Print Name

Signature: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**CENTER FOR RESEARCH, EVALUATION AND ADVANCEMENT OF TEACHER EDUCATION  
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**SUPPLEMENTAL CONFIDENTIALITY AND DATA USE AGREEMENT FOR STAFF**

The data provided under this agreement shall be held by the investigator, research staff, and receiving institution in strictest confidence and can only be disclosed in compliance with the terms of the signed agreement. For use of CREATE data files, the investigator, research staff, and receiving institution agree:

- That the data will be used solely for statistical analyses and that no attempt will be made to identify specific individuals, families, households, schools, or institutions, nor will any listing of data at the individual, family, or school level be published or otherwise distributed.
- That, if the identity of any individual should be discovered inadvertently, then (1) no use will be made of this information, nor will it be shared with anyone else; (2) the identifying information will be safeguarded or destroyed.
- To avoid inadvertent disclosure of individuals' identities by taking the following precautions in the release of statistics derived from the data set:
  - In no table should a single cell contain all cases in any row or column.
  - In no case should the total figure for row or column of a cross-tabulation be fewer than ten.
  - In no case should a quantity figure be based upon fewer than ten cases.
  - In no case should a quantity figure be published if one case contributes more than fifty percent of the amount.
  - In no case should data on an identifiable case, or any of the kinds of data listed above, be derivable through calculation from the combination of tables released.
  - Data released should never permit disclosure when used in combination with other known data.
- That only the persons identified in the data agreement as investigator or research staff will have access to the contents of the data files, including derived data files.
- To comply fully with the approved Data Security Plan.
- To supply CREATE with Confidentiality and Data Use Agreements, with original signatures, for the investigator and all research staff identified.
- To respond promptly and in writing to inquiries from the CREATE regarding compliance with this agreement or the expected date of completion of the research.
- To destroy all electronic and paper files at a date specified within the data use agreement. This date will likely depend, in part, upon the complexity of the project, the professional societies and journals to which the data will be reported, and the data retention policy of the institution with which the investigator is associated.
- To provide manuscripts CREATE prior to publication.
- To provide annual reports to the CREATE, which include:
  - A copy of the annual IRB approval for the project;

- A listing of public presentations at professional meetings using results based on the data; and
- Copies of papers accepted for publication using these data, with complete citations.
- To acknowledge CREATE as the data source in publications, reports, and releases.

In the event that the investigator changes institutional affiliation during the period covered by this contract, the investigator will take the following actions:

1. Inform the CREATE prior to relocation.
2. Resubmit a data security plan and obtain signed IRB approval from the new institution.
3. Provide assurance that all data files are removed from the original site.

Title of Research Project: \_\_\_\_\_

Name and Title of Researcher: \_\_\_\_\_

Department and Institution: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name and Title of PI/Supervisor: \_\_\_\_\_

IRB Protocol Number: \_\_\_\_\_

### **Pledge of Confidentiality**

Through my work on a CREATE-approved project, I will have access to data derived from confidential files supplied to the Center for Research, Evaluation and Advancement of Teacher Education. I am aware of restrictions to use of such data specified by the Family Education Rights and Privacy Act (FERPA), enacted by the United States Congress.

I agree to fulfill my responsibilities on this project in accordance with the procedures and requirements established in the approved Data Use Agreement and Data Security Plan. These conditions include the following:

1. I will use data only for the research purposes set forth in the proposal.
2. I will not attempt to identify individuals, families, or households.
3. In the event of that the identity of an individual, family, or household is discovered inadvertently, I will: make no use of this information, inform CREATE of this discovery, safeguard or destroy this information as advised by the CREATE, and not inform anyone else of this discovery.

**FOR CREATE USE ONLY:**

**Request #:** \_\_\_\_\_

4. I will never release data to anyone who has not been authorized by CREATE to receive such data.
5. I will never report results in a way that could permit inadvertent disclosure of an individual. When tabulations are produced, any table with a cell with less than ten cases will be recategorized.
6. I will destroy the data at the end of this project.

Anyone failing to abide by the procedures established in the approved Data Use Agreement and Data Security Plan will lose access to data from the Center for Research, Evaluation and Advancement of Teacher Education.

Signature: \_\_\_\_\_  
Print Name

Signature: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_