Oklahoma City Public Schools

Outside Research and Data Request Application

Carefully review this overview before completing your application. Please do not hesitate to contact the Planning, Research, and Evaluation (PRE) Department to resolve any questions you may have prior to submitting your application.

All persons or organizations interested in conducting research, gathering data, and/or receiving data from Oklahoma City Public Schools (OKCPS) must have prior approval. This includes, but is not limited to: experimental manipulations of any kind, emails, questionnaires, surveys, interviews, focus groups and classroom observations involving OKCPS students or staff, and existing data provided by OKCPS staff.

**ALL researchers, partners, vendors, state and federal agencies, community organizations, university students and faculty requesting to collect data or receive existing data must complete this application.** (OKCPS employees who are collecting data for use outside the parameters of their employment must complete this application also.) *(The only exception to this concerns aggregated student information (sometimes referred to as “public directory” information) that is already in the public domain, which typically is acquired through an open records request through the OKCPS Communications Department.)*

Note: There are a variety of other materials that may be required at the time of application (e.g., signature pages, IRB approval forms, questionnaires, consent form(s), principal letter, etc.). You may submit these materials as clearly labeled pdf documents.

Electronic submission of this application and other documents (e.g., signature pages, IRB approval forms, questionnaires, consent forms) is required.

As one of the largest school districts in Oklahoma, every year many researchers, partners, vendors, and others express interest in conducting research or receiving data from the district. Our goal is to make approval decisions within 60 instructional days of our receiving the proposal (check our School Calendar, available online), assuming the following conditions are met:

1. Applications must be submitted a minimum of 60 instructional days prior to the planned date of implementation/data collection.
2. Applications are in their final form having been reviewed and accepted by all regulatory committees, institutions or advisors. Some universities require OKCPS to approve research prior to their review; if so, an official copy of an institutional review board’s approval must be received prior to implementation. *Note that research requests from students will only be accepted for a doctoral dissertation or master’s thesis. Class or “capstone” projects will not be approved.*
3. All supporting materials have been received.

Applications will be reviewed by a research review panel consisting of directors and staff of the Planning, Research, and Evaluation Department, OKCPS legal counsel, and depending upon scope and content, content experts and district administrators.

Please note: Data used for any purpose not described in this application will require an additional research application and review.

**Submit application and all supporting documents to:**

Dr. M’lou Smith, Director of Research and Evaluation [jmsmith@okcps.org](mailto:jmsmith@okcps.org) and

Dr. Derek Gwinn, Director of Assessment and Reporting [dagwinn@okcps.org](mailto:dagwinn@okcps.org)

**SECTION ONE: APPLICANT INFORMATION**

***All applicants complete this section.***

|  |  |  |
| --- | --- | --- |
| **Project Title or Program Name:** | | |
|  | | |
| **Each Researcher’s/Requestor’s Full Name** **and Title:** | | |
| **Mailing Address:** | | |
| **Email Address[[1]](#footnote-1):** | **Daytime Phone:** | |
| **Institution/Organization/Agency/University:** | | |
|  |  |  |
| **Date Submitted[[2]](#footnote-2):** | **Is this the final version of the proposal?** | ☐Yes ☐ No |
| **Projected Start Date[[3]](#footnote-3):** | | |
| **Projected Completion Date:** | **I have reviewed and understand the overview of the process (page 1 of this document).** | **☐** Yes ☐ No |
|  |  |  |
| **Are you an OKCPS employee?[[4]](#footnote-4)** | **Yes  No** |  |
|  |  |  |
| **Has any OKCPS staff member already agreed to support your research upon approval of this study?** | **Yes  No** |  |
| **If yes, please list name, title or position and** | **Name**  **Title/Position**  **Department/School** |  |
| **If yes, please attach documentation of the OKCPS staff member agreement of support** |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **The project is related to a:** | | |
| **☐ Professional Project** **☐ Doctoral Study** **☐ Masters Study ☐ Program Delivery** | | |
| **Are you applying to collect your own data, or are you requesting that the district provide you with existing data, or both?**  **☐ I want to collect data myself (using experiments, surveys, observations, focus groups, etc.)**  **☐ I want OKCPS to provide me with existing data (e.g., test scores)**  **☐ Both**   * ***IF YOU ARE COLLECTING THE DATA YOURSELF*, complete Sections 2, 4, & 5.** * ***IF YOU WANT OKCPS TO PROVIDE EXISTING DATA TO YOU*, complete Sections 3, 4, & 5.** * ***IF YOU WANT BOTH*, complete Sections 2, 3, 4 & 5.** * ***ALL APPLICANTS MUST COMPLETE SECTION 6****,* ***unless they have a signed MOU and Data Sharing Agreement with the District*** | | |

**Please note:**

Researchers who are OKCPS employees may not conduct research where the researcher is employed. Teachers or supervisors who conduct research in their own classroom or school could (intentionally or unintentionally) coerce student or employee subjects into participating.

**SECTION TWO: DATA COLLECTION PLAN**

***Only applicants requesting to collect their own data complete this section.***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| My research/data collection includes participants at a(an):  *Check all that apply.* | ☐ Elementary School | | ☐ Middle School | ☐ High School |
| ☐ Alternative School | | ☐ Administrative Office | |
| ☐ Other *(please explain)* | | | |
|  | | | | |
| Area(s) of study:  *Check all that apply.* | ☐ Language Arts | | ☐ Mathematics | ☐ Science |
| ☐ Social Studies | | ☐ Art | ☐ Physical Education |
| ☐ Foreign Language | | ☐ Career/Vocational Education | ☐ After-School |
| ☐ Technology | | ☐ Talented & Gifted | ☐ ELL/ESL/LEP |
| ☐ Poverty | | ☐ Exceptional Children with Disabilities | |
|  | ☐ Other *(please explain)* | | | |
|  | | | | |
| Type of study: | ☐ Quantitative | | ☐ Qualitative | ☐ Mixed-Methods |
|  | | | | |
| Study locations -- Please list all proposed OKCPS sites involved: | | | | |
| Please describe your site selection criteria: | | | | |
|  | |  | | |
| Does the study access, require, and/or record: | |  | | |
| Identifiable student-level information\* | | ☐ Yes ☐ No | | |
| De-identified student-level information\*\* | | ☐ Yes ☐ No | | |
| Identifiable staff-level information | | ☐ Yes ☐ No | | |
| De-identified staff-level information | | ☐ Yes ☐ No | | |
| Aggregated student-level information | | ☐ Yes ☐ No | | |
| Aggregated staff-level information | | ☐ Yes ☐ No | | |
| School-level information | | ☐ Yes ☐ No | | |
| Other (*please explain)* | |  | | |

**\*Identifiable student-level information includes student name, address, birth date, grades, test scores, and IEP information, or LEP status. Please refer to OKCPS Educational Research Policy for more information.**

**\*\*Information that has been de-identified by OKCPS Accountability personnel.**

|  |  |  |  |  |  |
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|  | Which method(s) will you use to collect data? | | | | |
|  | School administrator surveys | | ☐ Yes ☐ No | | |
|  | Teacher surveys | | ☐ Yes ☐ No | | |
|  | Student surveys | | ☐ Yes ☐ No | | |
|  | Parent surveys | | ☐ Yes ☐ No | | |
|  | Non-school personnel interviews | | ☐ Yes ☐ No | | |
|  | School administrator interviews | | ☐ Yes ☐ No | | |
|  | Teacher interviews | | ☐ Yes ☐ No | | |
|  | Student interviews | | ☐ Yes ☐ No | | |
|  | Parent interviews | | ☐ Yes ☐ No | | |
|  | Teacher assessment | | ☐ Yes ☐ No | | |
|  | Student assessment | | ☐ Yes ☐ No | | |
|  | Classroom observations | | ☐ Yes ☐ No | | |
|  | Video or audio recording of OKCPS staff | | ☐ Yes ☐ No | | |
|  | Video or audio recording of OKCPS students | | ☐ Yes ☐ No | | |
|  |  | | | | |
|  | Participant Information: | | | | |
|  | Students | Number: | | Time Requirement: | |
|  | Teachers | Number: | | Time Requirement: | |
|  | School Administrators | Number: | | Time Requirement: | |
|  | Other OKCPS staff (specify) | Number: | | Time Requirement: | |
|  | Please describe the participant selection criteria: | | | | |
|  | Describe how participants will be recruited. Please include information on who will recruit, and the method and location of recruitment. Include a copy of any recruitment materials (e.g. flyer, letter, etc.) being used. | | | | |
|  | Will monetary remuneration or other incentive be offered in exchange for participation in the project? | | | | |
|  | When collecting data from students, you must obtain legally effective informed consent (including parental permission and assent from minors, when applicable.) There are required elements of informed consent that must be included in the informed consent process and documents. The required and optional elements can be found in the federal regulations at  <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.htm#46.116>.  Parent/guardian consent forms should be written in language appropriate to the person granting consent. Similarly, student assent forms should be written using developmentally-appropriate language. | | | | |
|  | If your institution has a review process for the protection of human subjects in research, you MUST provide documentation before OKCPS will issue a *final* approval.  Have you included a copy of your Institutional Review Board (IRB) approval form with your application? | | | | ☐ Yes ☐ No |
|  | If applicable, please attach a 1-page summary letter that can be sent to the principal of any potentially participating school that accurately describes your research, including the procedural requirements and logistics. The purpose of the principal letter is to provide detailed information about the research design/methodology, recruitment processes, participant burden, confidentiality/anonymity, risks/benefits and uses of the data. *The principal letter is not a consent form*. If data will be collected from principals, a separate consent form must be provided for that purpose. Researchers may contact principals prior to approval only to ascertain their interest in having their school participate in the research study but they may not request principals’ formal consent until they have approval from PRE. If the study is approved, PRE will provide researchers with a Letter of Approval to Conduct Research. Only then can principal consent be sought. | | | | |
|  | | | | | |
| 1. Executive Proposal Summary *Suggestion: Write in a language that can be understood by those not in your field. Also, the reader needs to understand the “who, what, where, when, why, and how” of your study in* ***one brief, non-technical paragraph****.* | | | | | |
| 1. Briefly state the overall purpose of the project. | | | | | |
| 1. What questions are you seeking to answer with the data you will collect? ***(Bullet form please)*** | | | | | |
| 1. Procedures: Please describe exactly what will be done, how, and by whom, in appropriate detail for a reviewer to fully understand exactly what you will be doing in OKCPS sites: | | | | | |
| 1. Data Analysis: Please include your data analysis plan: | | | | | |
| 1. What is your timeline for collecting data? | | | | | |
| 1. Describe any assistance with your research that you are requesting from OKCPS (e.g., survey distribution). | | | | | |
| 1. Identify any potential ethical issues you feel may be of concern to OKCPS or participants and explain how you have addressed them. | | | | | |
| 1. What is your plan to share and disseminate results? (State with whom and how you will share your results.) | | | | | |
| 1. If this project is for possible publication or for a master’s thesis or doctoral dissertation, please provide a brief (1,200 words maximum) literature review that summarizes the background and rationale for your study. This review should include appropriate peer-reviewed sources. Please define acronyms or language specific to your field of study. | | | | | |

**SECTION THREE: DATA REQUEST**

***Only applicants requesting existing data complete this portion.***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | | | |
| Area(s) of study:  *Check all that apply.* | ☐ Language Arts | | ☐ Mathematics | ☐ Science |
| ☐ Social Studies | | ☐ Art | ☐ Physical Education |
| ☐ Foreign Language | | ☐ Career/Vocational Education | ☐ After-School |
| ☐ Technology | | ☐ Talented & Gifted | ☐ ELL/ESL/LEP |
| ☐ Poverty | | ☐ Exceptional Children with Disabilities | |
|  | ☐ Other *(please explain)* | | | |
|  | | | | |
| Does the study require: | |  | | |
| Identifiable student-level information\* | | ☐ Yes ☐ No | | |
| De-identified student-level information\*\* | | ☐ Yes ☐ No | | |
| Identifiable staff-level information | | ☐ Yes ☐ No | | |
| De-identified staff-level information | | ☐ Yes ☐ No | | |
| Aggregated student-level information | | ☐ Yes ☐ No | | |
| Aggregated staff-level information | | ☐ Yes ☐ No | | |
| School-level information | | ☐ Yes ☐ No | | |
| Other (*please explain)* | |  | | |

**\*Identifiable student-level information includes student name, address, birth date, grades, test scores, and IEP information, or LEP status. Please refer to OKCPS Educational Research Policy for more information.**

**\*\*Information that has been de-identified by OKCPS Accountability personnel.**

|  |  |
| --- | --- |
|  |  |
| 1. Summary of the purpose of your data request: | | |
| 1. What questions are you seeking to answer with the data you will receive? ***(Bullet form please)*** | | |
| 1. Data Analysis: Please include your data analysis plan: | | |
| 1. When do you need the data to be provided to you? (Please allow at least 60 instructional days from the application date.) | | |
| 1. Identify any potential ethical issues you feel may be of concern to OKCPS or participants and explain how you have addressed them. | | |
| 1. What is your plan to share and disseminate results? (State with whom and how you will share your results.) | | |
| 1. **IF** this project is for possible publication or for a master’s thesis or doctoral dissertation, please provide a brief (1,200 words maximum) literature review that summarizes the background and rationale for your study. This review should include appropriate peer-reviewed sources. Please define acronyms or language specific to your field of study. | | |
|  | | |
| 1. List the existing data you are requesting from OKCPS (such as demographic information, test scores, proficiency rates, etc.). All OKCPS quantitative data that are not available publicly must be specifically requested through PRE as a part of this application; data cannot be provided by school employees. *Please note that there may be a fee for data requests depending on the amount of staff time required.* | | |

**SECTION FOUR: DATA/RECORD STORAGE, SECURITY, AND CONFIDENTIALITY**

***All applicants complete this section.***

|  |  |
| --- | --- |
|  |  |
| Data/record security is critical. You should ensure that all hard copy and electronic data are securely stored to prevent unauthorized access, disclosure, or loss. Hard copy records should be stored in a manner that limits access to only authorized individuals. For example, filing cabinets should be locked and placed in secured/locked rooms.  Electronic data should be saved on a device that has the appropriate security safeguards such as unique identification of authorized users, password protection, encryption, automated operating system patch (bug fix) management, anti-virus controls, firewall configuration, and scheduled and automatic backups to protect against data loss or theft.  Researchers possess a strong sense of ownership for their data and consequently often manage their own computers. Laptops, Personal Digital Assistants, removable hard drives, “jump” or “thumb” drives, CDs, DVDs and other portable devices and removable media are very convenient to ensure your data are always at your fingertips. External hard drives are a cost-effective and convenient way to back up your data. However, all of these devices require encryption solutions if used to store Restricted or Sensitive data (i.e., identifiable information). | | |
| 1. Describe data storage plans: | | |
| 1. What will you do with the data once the study has been completed? | | |
| 1. Describe the method of destruction. | | |
|  | | |
| Confidentiality: | | |
| 1. Will you maintain the participants’ contact information after the data have been collected? If so, specify the purpose(s) for this. | | |
| 1. Will you share individual-level data with other researchers or practitioners beyond the designated key research personnel? | | |
| 1. If yes, please note researchers are only permitted to share individual-level data that has been de-identified with any ability to re-identify through written permission from OKCPS. | | |
| 1. Who will have access to the shared data? | | |
| 1. For what purposes will research data be shared? | | |

**SECTION FIVE: SIGNATURE PAGE**

***All applicants complete this section.***

|  |
| --- |
|  |
| Possible Attachments to this application: |
| Researcher and Advisor Signature Page ☐ Yes ☐ No ☐ N/A |
| Official copy of IRB approval if required: ☐ Yes ☐ No ☐ N/A |
| If IRB is not included, explain: |
| Survey Instrument (name)       Attached? ☐ Yes ☐ No ☐ N/A |
| Consent Forms ☐ Yes ☐ No ☐ N/A |
| Assent Forms ☐ Yes ☐ No ☐ N/A |

The information provided in my electronic application is complete and accurate to the best of my knowledge.

I agree to maintain the anonymity of all students, staff, or schools in any reports or publications which incorporate any information derived from the research described, including but not limited to, online publications of any kind, journal articles, books, or live presentations. I understand that explicit, written permission is required to identify the source of my data as research conducted in Oklahoma City Public Schools. Such permission will only be tendered after a final draft of research is obtained by Oklahoma City Public Schools and may be denied by the district at will.

I agree to provide the Planning, Research, and Evaluation Department with a summary of the research results and a complete copy of any report or publication. I will also provide complete documentation and information on the location of any research reports or publications and all future reports or publications.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Researcher(s)/Requestor(s) Date

|  |  |  |
| --- | --- | --- |
| **Graduate students must complete this section also.** OKCPS may contact university faculty associated with a proposed research project. Advisor contact information is required for graduate students’ projects. Please note that a copy of your findings are to be received within 6 months of the completion date noted in your application or your advisor will be contacted and a moratorium on any research by members of your institution may be enacted until a satisfactory response is obtained. Failure to comply with all OKCPS requirements will revoke the researcher’s permission to continue research in the district and jeopardize his or her organization from conducting future research in the district. | | |
| Advisor’s Name: | Title/Position: | |
| Email Address: | Daytime Phone: | |
| Mailing Address: | | |
| Have all advisory/regulatory committee members formally approved this research? | | ☐ Yes ☐ No |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Graduate Advisor Date

**SECTION 6: DATA SHARING AGREEMENT**

***All applicants complete this section, unless they already have   
a signed MOU with the district that includes the Data Sharing Agreement as an appendix***

This Data Sharing Agreement (“DSA”) is entered into between Oklahoma City Public Schools I-089, an Oklahoma municipal corporation (the “District”), and                                                           
(“Requestor”). The District and Provider will be collectively referred to as the “Parties.”

This DSA has the following overriding goals:

1. Preserving the anonymity of student and/or staff identities, including assurance that personal identifiable data (PID) is not released to third parties
2. Enforcing compliance with the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. § 99, particularly with respect to individual student records
3. Ensuring that the District retains access to data collected about or from students and/or staff for the purpose of research or program evaluation

I. DEFINITIONS

1. “Data” shall include, but is not limited to, the following: student record information, employee record information, metadata, user content, course content, curriculum materials, and any and all data and information that the District (or any authorized end user(s)) uploads or compiles. Data also shall include information collected directly from students and/or staff by the Requestor.

II. DATA ACCESS AND USE

1. The Requestor shall strictly comply with all state and federal laws that apply to the use and release of the data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § Part 99. When necessary to comply with FERPA, the Requestor shall procure the consent of parents or eligible students to the release and use of the data, and shall maintain and make written proof of parent consent and student assent available to the District
2. The Requestor shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.
3. The Requestor shall restrict access to the data only to the person or persons named in the Outside Research and Data Request Application and will ensure those individuals comply with all state and federal laws that apply to the use and release of protected information.
4. The Requestor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order.
5. The Requestor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data or District reports.
6. The Requestor shall not use data shared under this Agreement for any purpose other than the goals outlined in the Outside Research and Data Request Application.
7. Nothing in the Agreement shall be construed to authorize Requestor to have access to additional data from the District that is not included in the scope of the application (or addenda).
8. Requestor understands that the Agreement does not convey ownership of the data to Requestor.
9. For the purpose of conducting a research study, Requestor will separately submit an Outside Research Request and/or associated Institutional Review Board approval.
10. Should the Requestor present, publish, or use student results it has gained in the course of its analysis, Requestor shall adhere to the following terms:
11. The Requestor shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
12. Publications and reports of data and information shared, including preliminary 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 student, parent, or teacher.
13. No less than 15 business days prior to public disclosure of its data analysis, Requestor will provide the District a manuscript or other draft of the proposed public disclosure. Within 15 business days following receipt thereof, the District will notify Requestor in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.
14. The Requestor shall provide the District, free of charge and within thirty (30) days, a copy of any report that is generated using the data.
15. If Oklahoma City Public Schools is identified, the District must be cited as the source of the data in all tables, reports, presentations, and papers, and reporting must include the following acknowledgment:

This report/article was made possible, in part, by the support of Oklahoma City Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of Oklahoma City Public Schools

III. DATA STORAGE

1. The Requestor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections include, but are not limited to:
   1. Securing access to any physical areas/electronic devices where District data are stored
   2. Requiring that users be uniquely identified and authenticated before accessing District data
   3. Establish and enforce well-defined data privilege rights which restrict users’ access to the data necessary for them to perform their job functions
   4. Encrypting all District data carried on mobile computers/devices or before it is transmitted electronically
   5. Ensuring that all staff accessing District data sign an affidavit of nondisclosure, attached as Exhibit A, and maintain copies of signed affidavits
2. The Requestor shall follow industry best-practices for securing devices or networks on which data may be accessed, including but not limited to firewalls to permit or deny network transmissions based upon a set of rules, and anti-virus software to protect the network.
3. The Requestor shall report all known or suspected breaches of District data, in any format, to the District’s Data Reporting team security@okcps.org within one hour. The report shall include:
   1. the name, job title, and contact information of the person reporting the incident
   2. the name, job title, and contact information of the person who discovered the incident
   3. date and time the incident was discovered
   4. nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records)
   5. a description of the information lost or compromised
   6. name of electronic system and possible interconnectivity with other systems
   7. storage medium from which information was lost or compromised
   8. controls in place to prevent unauthorized use of the lost or compromised information
   9. number of individuals potentially affected
   10. whether law enforcement was contacted
4. The Requestor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement. Requestor agrees to require all employees, contractors, or agents of any kind using the District data to comply with this provision. Requestor agrees to document the methods used to destroy the data, and upon request, provide certification to the District that the data has been destroyed.

IV. INDEMNIFICATION

1. Requestor agrees that, to the fullest extent permitted by law, Requestor will hold harmless, defend, and indemnify the District, its agents, employees and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys’ fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Requestor under this DSA.
2. The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Requestor its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys’ fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by District under this DSA.
3. The terms of this section shall survive termination of this DSA.

V. TERM AND TERMINATION

1. The DSA shall become effective on the date when the last party to sign has executed this DSA and shall remain in effect until June 30, \_\_\_\_\_\_\_\_, unless terminated under the terms of below.
2. The District may terminate this DSA, with 30 days written notice to Requestor at any time, for any reason. In addition, District may terminate this DSA at any time if it determines such action is necessary for the health, safety or education of students or staff.
3. Requestor may terminate this DSA, with 90 days written notice to the District, at any time, for any reason.
4. The Requestor acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the District to immediately terminate this Agreement.

VI. MISCELLANEOUS PROVISIONS

1. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein. This includes any and all previously collected data whether or not a data sharing agreement was in place.
2. Modifications to this DSA must be in writing and be signed by each party.
3. The terms of this DSA shall be interpreted according to and enforced under the laws of the State of Oklahoma. The parties agree that any judicial proceedings filed by the parties regarding this Agreement will take place in Oklahoma City, Oklahoma.
4. If any provision of this DSA is held invalid or unenforceable, the remainder of the DSA will not be affected, but continue in full force.
5. Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.
6. Any express waiver or failure to exercise promptly any right under this DSA will not create a continuing waiver or any expectation of non- enforcement.
7. The parties agree that this DSA may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.
8. Requestor, by executing this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency.
9. Requestor agrees to provide reasonable cooperation with any inquiry by either the district or State Auditor relating to the performance of this contract. The District has the right to annually audit records of the Requestor relating to performance under this contract. Failure to cooperate may be cause for debarment from award of future contracts

By signing below, each signatory represents that it has the authority to execute this DSA.

|  |  |  |
| --- | --- | --- |
| Oklahoma City Public Schools |  | Requestor |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Printed Name |  | Printed Name |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Date |  | Date |

1. We will send your response to this address. [↑](#footnote-ref-1)
2. OKCPS will attempt to respond within 60 instructional days from the date of submission. [↑](#footnote-ref-2)
3. Start date should not be within 60 instructional days of the date of submission [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)