

**SCHOOL DISTRICT 54**  
**(Bulkley Valley)**

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*(Administrative addendum to Policy 6.530)*

**TERMS AND CONDITIONS RELATING TO  
THE DISCLOSURE OF PERSONAL INFORMATION FOR  
RESEARCH PURPOSES**

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**General Information**

The school district receives numerous requests for permission to use information pertaining to students and staff in our schools for the purpose of research. If you are seeking district approval for conducting a research project, please follow the process outlined in Section B of this document. Section 35 of the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165 (the Act), provides that British Columbia public bodies may disclose personal information in their custody or control for research or statistical purposes. The Act was amended in June 2009 to allow researcher contact of individuals if certain conditions are met.

Research use of records containing personal information in the custody or under the control of School District 54 (*Bulkley Valley*) must be conducted according to the provisions of the Act. The Act both guarantees public access to government records and protects the privacy of individuals identified in those records. Section 35 of the Act provides an option for the researcher to access restricted material by entering into a legal research agreement which governs the conditions of use of such government records.

A research agreement, once approved, gives the researcher timely access to the desired records, and it permits School District 54 (*Bulkley Valley*) to make materials available to the researcher without substantial costs and possible delays caused by the need to examine and sever personal information from large numbers of documents.

Research agreements can only be granted for a bona fide research project. Therefore, it is important that the applicant carefully complete a research proposal that responds in substantial detail to all elements in Section B of the application.

A research agreement is a binding legal document, granting access only to those records specified in Part D of the agreement to those individuals noted in Parts A, B, and D of the agreement. Any

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changes or additions to the agreement must be made in writing and be approved in writing by School District 54(Bulkley Valley).

**Personal Information**

Under the Act, personal information may not be disclosed to any person other than the individual to whom it relates except in certain limited circumstances:

**“personal information”** means recorded information about an identifiable individual, including:

- a) The individual’s name, address or telephone number,
- b) The individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations,
- c) The individual’s age, sex, sexual orientation, marital status, or family status,
- d) An identifying number, symbol or other particular assigned to the individual,
- e) The individual’s fingerprints, blood type or inheritable characteristics,
- f) Information about the individual’s health care history, including a physical or mental disability,
- g) Information about the individual’s educational, financial, criminal or employment history,
- h) Anyone else’s opinions about the individual, and
- i) The individual’s personal views or opinions, except if they are about someone else.

Disclosure for research or statistical purposes is one of the circumstances in which personal information may be accessed by another person. At School District 54, (Bulkley Valley) approval is given by the Superintendent of Schools under the terms prescribed in Section 35 of the Act, as follows:

*35(1) A public body may disclose personal information or may cause personal information in its custody or under its control to be disclosed for a research purpose, including statistical research, only if*

- (a) The research purpose cannot reasonably be accomplished unless that information is provided in individually identifiable form or the research purpose has been approved by the commissioner,*
  - (a.1) Subject to subsection (2), the information is disclosed on condition that it not be used for the purpose of contacting a person to participate in the research,*
  - (b) Any record linkage is not harmful to the individuals that information is about and the benefits to be derived from the record linkage are clearly in the public interest,*
  - (c) The head of the public body concerned has approved conditions relating to the following:*
    - (i) security and confidentiality;*
    - (ii) the removal or destruction of individual identifiers at the earliest reasonable time;*
    - (iii) the prohibition of any subsequent use or disclosure of that information in individually identifiable form without the express authorization of that public body, and*
  - (d) The person to whom that information is disclosed has signed an agreement to comply with the approved conditions, this Act and any of the public body’s policies and procedures relating to the confidentiality of personal information.*

- (2) Subsection (1) (a.1) does not apply in respect of research in relation to health issues if the commissioner approves*
  - (a) the research purpose,*
  - (b) the use of disclosed information for the purpose of contacting a person to participate in the research, and*
  - (c) the manner in which contact is to be made, including the information to be made available to persons contacted.*

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**APPLICATION and AGREEMENT**  
**for**  
**ACCESS TO PERSONAL INFORMATION FOR**  
**RESEARCH OR STATISICAL PURPOSES**

This form is for use in requesting access, for research or statistical purposes, to personal information found in records covered by the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 (the Act). Once the researcher has signed this form and the terms and conditions of access have been approved by School District 54 (*Bulkley Valley*), it becomes a legal agreement between the researcher and the school district.

Collection of the information which the applicant provides on this form, and the conditions of access described, are authorized by sections 26 and 35 of the Act. Any questions about this form may be directed to the Superintendent of Schools, School District 54 (*Bulkley Valley*), 1235 Montreal Street, PO Box 758, Smithers, BC V0J 2N0 250.877.6820

**PART A - Identification of Researcher(s)**

Name: (last, first, initials) \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

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

Please provide the following information if applicable:

Institutional affiliation: \_\_\_\_\_

Position: \_\_\_\_\_

Academic Advisor: \_\_\_\_\_

Advisor's email: \_\_\_\_\_

**PART B - Description of Research Project**

Please contact the School Board Office and arrange an appointment with the Superintendent of Schools. The purpose of the meeting is to review your research proposal, particularly the amounts of staff/student involvement required, and address any concerns regarding the research.

Please prepare an outline of the following information and bring it to the meeting. Please also bring a complete copy of your research proposal. Draft proposals are not acceptable.

1. A general descriptions of the research project (include the objectives of the project)
2. Detailed description of the methodology that will be used – please outline how the research will be done and by whom. If you require administrator or teacher assistance in the administration of the research, be specific about how much time this would involve.
3. Level of staff/student involvement – questionnaire, survey, interview, video, observation. If staff/student personal information is required, please also bring:
  - a. An explanation of why the research project cannot reasonably be accomplished without access to personal information in individually identifiable forms (i.e. personal information about named or identifiable individuals.

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- b. An explanation of how the personal information will be used, including a description of any proposed linkages to be made between personal information in the records requested and any other personal information.
- 4. Copy of any questionnaire, survey instrument or interview questions that you are going to use with staff or students.
- 5. Age of students and number of students.
- 6. Names of schools where research will be conducted.
- 7. Description of how student confidentiality will be assured – blind numbers on data, names removed, etc, and how FOIPOP issues have been addressed.
- 8. Copy of the letter requesting parent permission for their child’s involvement in the project.
- 9. Copy of the consent letter for the student/participant.
- 10. Copy of criminal record check (needed if there is ANY involvement with students, including observations in the classrooms.)
- 11. A description of the benefits of the research for the school district and their staff and students.
- 12. Timeline for study.

**PART C - Records Requested** (use additional sheets as required)

If you are requesting access to pre-existing records, please list all records containing personal information to which access is requested. Access will be given only to records listed below. Any changes or additions to this list after the application is submitted should be made in writing and will require approval in writing from School District 54 (*Bulkley Valley*).

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**PART D - Agreement of Terms and Conditions of Access**

If I am granted access to the schools, staff and students as listed in Part B, I understand and will abide by the following terms and conditions.

**Security and confidentiality**

- 1. I understand that I am responsible for maintaining the security and confidentiality of all personal information found or recorded during my research.
- 2. Apart from myself, only the following persons will have access to this personal information in a form which identifies or could be used to identify the individual(s) to whom it relates.

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Before any personal information is disclosed to these persons, I will obtain a written undertaking from each of them to ensure that they will not disclose that information to any other person and that they

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will be bound by all terms and conditions of the present agreement. I will maintain a copy of each such guarantee, and will provide School District 54 (*Bulkley Valley*) with a photocopy.

3. None of these records (including copies of them or notes containing personal information taken from them) will be left unattended at any time, except under the conditions described in paragraphs 4, 5 and 6 below.
4. Any copies of the research materials and any notes which contain personal information taken from them will be kept, in a secure manner, at the following address(es):

\_\_\_\_\_

\_\_\_\_\_

5. Physical security at the above premises will be maintained by ensuring that the premises are securely locked, except when one or more of the individuals named in paragraph 2 are present, as well as by the following additional measures (e.g. locked filing cabinet)

- 
6. Individually identifiable information from the requested records will be maintained on a computer system to which users other than those listed in paragraph 2 have access.

Yes\_\_\_ No\_\_\_

If yes, access to the information will be restricted through the use of passwords and by other computer security measures that prevent unauthorized access or that trace such unauthorized access, including these methods:

\_\_\_\_\_

\_\_\_\_\_

**Use of Personal Information**

7. Personal information contained in the records described in Part B and C of this form will not be used or disclosed for any purpose other than as described in Part B (including additional linkages between sources of personal information), not for any subsequent purpose, without the express written permission of School District 54 (*Bulkley Valley*).
8. Reports, papers or any other works which describe the results of the research undertaken will be written and/or presented in such a way that no individuals in the requested records can be identified and no linkages can be made between any personal information found in the requested records and personal information that is publicly available from other sources. There will be no exceptions to this rule without prior and specific written permission from School District 54 (*Bulkley Valley*).
9. Unless expressly authorized in writing by School District 54 (*Bulkley Valley*), no direct or indirect contact will be made with the individuals to whom the personal information relates.
10. Individual identifiers associated with the records described in Part B and C, or contained in copies of them, will be removed or destroyed at the earliest time at which removal or destruction can be accomplished consistent with the research purpose described in Part B. At the latest (maximum 2 years), this will occur by:

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\_\_\_\_/\_\_\_\_/\_\_\_\_  
(year / month / day)

Any extension to this time limit must be approved in writing by School District 54 (*Bulkley Valley*). The removal of individual identifiers will be done in a manner that ensures that remaining personal information (including any found in research notes) cannot be used to identify the individual to whom it relates. If necessary, this will be done by destroying copies of requested records or pages of notes in their entirety. All destruction or removal of individual identifiers will be confidential and complete in order to prevent access by any unauthorized persons.

**Agreement to the Terms and Conditions**

11. I understand that I am responsible for ensuring complete compliance with these terms and conditions. In the event that I become aware of a breach of any of the conditions of this agreement, I will immediately inform School District 54 (*Bulkley Valley*) in writing. Contravention of the terms and conditions of this agreement may lead to the withdrawal of research privileges. The School District may also take legal action to prevent any further disclosure of the personal information concerned.

School District 54 (*Bulkley Valley*) reserves the right to demand the immediate return of all records and to withdraw access to records without prior notice if this becomes necessary under the Act.

I accept that the expiry date for access to the records in Part C is the date as listed by School District 54 (*Bulkley Valley*) below.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20xx.

Signature of Researcher \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Name & Position of Witness \_\_\_\_\_

**PART E - Approval of Terms and Conditions**

School District 54 (*Bulkley Valley*) approves the terms and conditions of this agreement under which the district grants access to the researcher.

The expiry date for access to records listed in Part C is: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Year Month Day

Signature \_\_\_\_\_

Position Superintendent of Schools

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This agreement provides district approval to proceed with your project. "District approval" allows the researcher to approach Principals and subsequently teachers to request their permission to conduct research in their school/classroom. Your next step will be to contact the Principal of the Schools listed below to set up a meeting to discuss your project and obtain their permission to undertake the project in their school.

School(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_