

**OAK RIDGE SCHOOLS
INDEPENDENT RESEARCH AGREEMENT**

This **Agreement** is entered into by and between the Oak Ridge Schools (“ORS”) and _____ (“Research Entity”) for the purpose of sharing protected educational information between the parties in a manner consistent with the Federal Education Records Privacy Act of 1974 (“FERPA”).

WHEREAS, the Research Entity has sought permission to obtain and use student data involving ORS students in a manner consistent with FERPA for the purpose of advancing research studies aimed at improving the instruction of children in the State of Tennessee; and

WHEREAS, pursuant to the terms of this Agreement, ORS desires to allow the Research Entity access to limited student data and information that is protected by FERPA, consistent with FERPA regulations found at 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31(a)(6) and for the stated purpose of advancing research studies aimed at improving the instruction of children in the State of Tennessee; and

WHEREAS, The topics of the research that is to be sought and permitted by this Agreement is described as follows: _____; and

WHEREAS, ORS and the Research Entity agree to share the selected and gathered information subject to the terms of this Agreement.

It is agreed as follows:

1. **Parties.** ORS is a local education agency (“LEA”) that is subject to FERPA in its role as an entity that maintains education records and receives information from students. Research Entity desires to conduct studies for the purpose of improving instruction in Tennessee public schools. The parties wish to share data collected by ORS regarding education in Tennessee, some of which may allow the identification of individual students. Research Entity desires to conduct studies for the purpose of improving instruction in Tennessee public schools in accordance with the Application and Scope of Work Description attached hereto as **Exhibit A** which document has been submitted for the consideration of ORS in accord with the Application and Scope of Work Instructions described on Appendix A provided by ORS.

2. **Compliance with FERPA, federal and Tennessee law.** To effect the transfer of data subject to FERPA, federal and Tennessee law, Research Entity agrees to in all respects comply with the provisions of FERPA. For purposes of this Agreement, FERPA, federal and Tennessee law includes any amendments or other relevant provisions of federal and Tennessee law, as well as all requirements of 34 C.F.R. Part 99, the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. 1400, 34 C.F.R. § 300.610 et seq., the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h, 34 C.F.R. Part 98, and the Richard B. Russell National School Lunch Act, 42 U.S.C. § 1757; 7 C.F.R. Part 210. Nothing in this Agreement

may be construed to allow either party to maintain, use, disclose, or share student information in any manner not allowed by federal law or regulation. Both parties also agree to comply with all Tennessee laws regarding student data and confidentiality, including but not limited to, Tenn. Code Ann. § 4-4-125, Tenn. Code Ann. § 10-7-504, Tenn. Code Ann. § 47-18-2110, Tenn. Code Ann. § 49-1-606, and Tenn. Code Ann. § 49-6-5105.

3. **Purpose of Use of Data.** Any data exchanged pursuant to this Agreement is to be used for no purpose other than research and analysis as authorized under 34 C.F.R. § 99.31(a)(6). This regulation allows limited disclosure of personally identifiable information from students' educational records in connection with ORS's conducting of studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction.

4. **Exclusivity of Data.** The Research Entity agrees not to share data received pursuant to this Agreement with any other person or entity without first seeking the written approval of ORS. Requests to share data pursuant to this Agreement must be made in writing to the Director of Schools.

5. **Approved Personnel.** The Research Entity agrees that it will require all of its employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA, and any and all other federal and state laws with respect to the data shared pursuant to this Agreement. The Research Entity agrees that it will require and maintain an appropriate confidentiality agreement with each of its employees, contractors, or agents who have access to the data shared pursuant to this Agreement. Nothing in this paragraph shall be construed to authorize the Research Entity to share any data under this Agreement with any other person or entity for any purpose other than completing the Research Entity's work as authorized under this Agreement and as described in the Application and Scope of Work Description attached hereto as **Exhibit A**. If the Research Entity's study requires its employees, contractors, and agents of any kind to personally and directly interact with ORS students, the Research Entity agrees to allow only those persons who have been cleared by background check through the Tennessee Applicant Processing Services Division of the Tennessee Bureau of Investigation to interact directly with ORS students. All background checks will be performed at the Research Entity's own expense and all background check documentation must be submitted to ORS's Supervisor of Teaching and Learning prior to conducting the study. The Research Entity agrees that it will not allow any of its employees, contractors, and agents of any kind who have not undergone the requisite background check to directly interact with ORS students or be present on ORS property.

6. **Cost of Data Extraction.** The Research Entity shall bear all costs and expenses associated with the extraction of requested student data. All costs and expenses must be paid in full prior to delivery of the requested student data to Research Entity. Costs and expenses include, but are not limited to: ORS personnel time, copies, printing, or any other costs and expenses associated with the production or reproduction of student data.

7. **Maintenance of Shared Data.** The Research Entity will maintain all data obtained pursuant to this Agreement in a confidential and secure computer environment. The Research Entity will not copy, reproduce, or transmit any shared data obtained pursuant to this

Agreement except as is necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information shared pursuant to this Agreement regarding individual students, are subject to the provisions of this Agreement in the same manner as if obtained as part of the original data. The ability to access or maintain data under this Agreement shall not, under any circumstances, be assigned or transferred, by any description, from the Research Entity to any other person or entity or any unauthorized person or entity.

8. **Confidentiality of Individual Student Identity.** The Research Entity shall not disclose in any manner and at any time any data obtained pursuant to this Agreement in a manner that will or might identify an individual student. This obligation shall prohibit, without exception, all such disclosures, whether through inference or deduction, to any other person or entity or in the Research Entity's published results of studies authorized by this Agreement and FERPA, federal law, and Tennessee law.

9. **Prohibited Entities.** The Research Entity shall not provide any data obtained pursuant to this Agreement to any party that is ineligible to receive data protected by FERPA or any party that is otherwise ineligible or prohibited from receiving the subject data obtained under this Agreement. This prohibition includes, but is not limited to, any entity that is prohibited from receiving data by virtue of a finding under § 34 C.F.R. § 99.31(a)(6)(iii).

10. **Identification of Research Studies.** The Research Entity shall provide to ORS a list of specific research studies, updated at least annually, for which the data is being used. The Research Entity shall provide written notice to ORS in advance of any new project or research question the Research Entity proposes to address. The list of research studies shall identify linkages of all data possessed by the Research Entity pursuant to this Agreement, and covered by FERPA. Further, the list of research studies shall include the fixed ending date for use of all data linked to each project.

11. **Altering Research Project.** The Research Entity may not amend or alter the scope, design, format, or description of any proposed project or report that will be generated by the Research Entity except as is consistent with this Agreement and all such changes, however described, shall be subject to, at minimum, thirty (30) days advance written notice to the Director of Schools and the written permission of the ORS.

12. **Destruction of Data.** The Research Entity shall destroy all data and provide written and sworn verification of the destruction of all copies of the data that is obtained pursuant to this Agreement following the date of the publication of the final report of the proposed research project. The Research Entity shall destroy all copies of the data obtained pursuant to this Agreement within twelve (12) months following the date of the publication of the final report for the project. All data obtained pursuant to this Agreement that is deemed to be no longer necessary shall be destroyed or returned to ORS in compliance with 34 C.F.R. § 31(a)(6). The Research Entity shall properly train and require all of its employees, contractors, or agents of any kind to comply with this provision.

13. **Data Requests.** ORS may decline to comply with any data request that it, in its sole discretion, deems to violate FERPA or any other federal or Tennessee law and/or that ORS determines, in its sole discretion, would not be in the best interest of current or former students in ORS. All data requests shall be in writing and must include a statement of the purpose for which it is requested and an estimation of time needed to complete the project for which the data is requested. Data requests may be submitted by mail, electronic mail, or facsimile to the properly designated ORS representative.

14. **No Warranty of Data.** ORS makes no warranty concerning the accuracy of any data provided pursuant to this Agreement.

15. **Authorized Representative.** The Research Entity shall designate, in writing, a single authorized natural person who shall be the only person who may request data pursuant to the terms of this Agreement. This authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record for all data requests and data that is received pursuant to the terms of this Agreement. This individual shall be responsible for confirming the completion of any all projects and the return of and destruction of any and all data as required by this Agreement. ORS, or its agents, may contact this authorized representative and may, upon request, review the records required to be kept pursuant to this section.

16. **Related Parties.** The Research Entity represents and warrants that it is authorized to agree to the terms of this Agreement, including, but not limited to, terms involving the confidentiality, destruction of or return of student data. The Research Entity, further, represents and warrants that any related associated institutions, individuals, employees, or contractors who may have access to the data or who may own, lease, or control equipment or facilities of any kind where the data is to be stored, maintained, or used in any way by the Research Entity are bound by this Agreement or the data may not be shared with such entity or person. This Agreement shall be effective only after this Agreement is executed by an authorized representative of the Research Entity, by which the institution and all of its affiliates, employees and agents agree to abide by the terms of this Agreement.

17. **Term.** The term of this Agreement shall be for one (1) calendar year after the execution of this Agreement by both parties. Thereafter the Research Entity must submit a new formal written request and execute a new Agreement with ORS, if the Research Project is ongoing or incomplete. Expiration of this Agreement shall not affect the Research Entity's obligation to return or destroy data pursuant to paragraph 11 herein.

18. **Termination.** The parties agree that ORS may cancel this Agreement at any time for with or without cause upon 30 days written notice. Notice of such cancellation shall be sent to or otherwise delivered to the person signing this Agreement for the Research Entity as described in paragraph 14 above. ORS may cancel this Agreement immediately and without prior notice should ORS, in its sole discretion, determine that student information has been used or released in a manner that is inconsistent with this Agreement, FERPA, or other federal or Tennessee law. In the event of an immediate cancellation, a notice specifying the reasons for

cancellation shall be sent to the Research Entity or its authorized representative as described in paragraph 14 above.

19. **Entire Agreement and Amendments.** This Agreement contains the entire agreement among the parties with respect to the subject matter hereunder, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless it is in writing and signed by both ORS and the Research Entity.

20. **Severability.** If any provision of this Agreement is rendered or declared illegal by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, ORS and the Research Entity will promptly meet and negotiate substitute provisions for those declared or rendered illegal, but all the remaining provisions of the Agreement shall, otherwise, remain in full force and effect.

21. **Syntax.** Any reference in this Agreement to the singular includes the plural and vice versa.

22. **Gender.** Any reference in this Agreement to the masculine gender includes the feminine and neuter genders and vice versa.

23. **Captions.** The headings or captions of the Paragraphs of this Agreement are inserted for convenience and reference only and shall not be deemed a part hereof or used in the construction or interpretation hereof.

24. **Governing Law.** This Agreement shall be governed by and enforced under the laws of the State of Tennessee.

25. **Waiver.** Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability.

26. **Counterparts.** More than one (1) copy of this Agreement may be executed, and all parties agree and acknowledge that each executed copy shall be a duplicate original.

OAK RIDGE SCHOOLS

By: _____
Bruce T. Borchers, Ph.D.
Superintendent of Schools

Date: _____

[TITLE/NAME RESEARCH ENTITY]

By: _____
Name: _____
Title: _____

Date: _____