



**Memorandum of Data Use and Confidentiality Agreement**

By and Between

\_\_\_\_\_

and the Pajaro Valley Unified School District, dated

\_\_\_\_\_

*Note: Two terms, with blanks (III.A and VII.B), are to be initialed by the district representative, not the applicant.*

This agreement is entered into by the Pajaro Valley Unified School District (PVUSD) and \_\_\_\_\_ located at \_\_\_\_\_ for the purpose of researching and sharing information between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA) and PVUSD Administrative Regulations No. 5022.

**BACKGROUND:**

**PURPOSE OF THE STUDY:**

**SCOPE OF WORK:**

**I. PARTIES**

The PVUSD REPRESENTATIVE is Frances Basich Whitney, Research, Accountability and Assessment coordinator, Educational Services, PVUSD, who is authorized by the PVUSD to maintain and release student records subject to FERPA and PVUSD policies and procedures. The PVUSD REPRESENTATIVE may also be represented by other district staff members.

The APPLICANT is \_\_\_\_\_

who is affiliated with RESEARCH ORGANIZATION \_\_\_\_\_

The APPLICANT'S single authorized REPRESENTATIVE to request data under this agreement is \_\_\_\_\_

The APPLICANT may also be represented by other persons associated with the APPLICANT to assist in any phase of the research effort. If applicable, REPRESENTATIVES of the APPLICANT include \_\_\_\_\_

The APPLICANT acknowledges that these data are confidential data and proprietary to PVUSD.

The PVUSD SPONSOR is \_\_\_\_\_  
Position in district \_\_\_\_\_

The PVUSD SPONSOR will monitor the research ensuring that research is being conducted as proposed and meets the obligations of this agreement. If necessary, the PVUSD SPONSOR may provide logistical assistance to the APPLICANT.

**II. COMPLIANCE WITH FERPA**

- A. The APPLICANT will comply with the provisions of FERPA in all respects. For purposes of this agreement, the APPLICANT will use data collected and shared under this agreement for no purpose other than research authorized under §99.31 (6)(iii) of Title 34, Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, the APPLICANT will not disclose any data contained under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.
- B. The APPLICANT will abide by information redisclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students' education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students.
- C. The APPLICANT will destroy all data obtained under this agreement when they are no longer needed for the purpose for which they were obtained in compliance with 34 CFR §99.31(6)(ii)(B); §99.35 (b)(2), or returned to the PVUSD REPRESENTATIVE.

**III. COST OF RESEARCH**

- A. The PVUSD REPRESENTATIVE agrees to provide requested data under this agreement, to be billed at district cost.
- B. The APPLICANT agrees to pay all other costs associated with the implementation of research activities.

**IV. RESEARCH METHODOLOGY**

- A. The APPLICANT will adhere to a “small numbers” policy of suppressing findings for any group of students numbering fewer than ten, and to require all employees, contractors, and agents of any kind to also abide by such policy. Where “small numbers” reporting becomes necessary, the APPLICANT will request formal consent from the PVUSD REPRESENTATIVE unless prior approval from PVUSD has been obtained.

**V. DATA REQUEST AND USE**

- A. The APPLICANT agrees that the single authorized REPRESENTATIVE to request data under this agreement will transmit all data requests and maintain a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement.
- B. The ability to access or maintain data under this agreement shall not under any circumstances transfer from the APPLICANT to any other institution or entity. The APPLICANT may not disclose PVUSD data to parties not identified in Part I without the written consent of the PVUSD REPRESENTATIVE.
- C. No other entity is authorized to continue using PVUSD data obtained under this agreement upon cessation of studies conducted under the direct supervision of the APPLICANT.
- D. The APPLICANT will require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. The APPLICANT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this agreement.
- E. The APPLICANT will maintain an original data set of PVUSD data obtained pursuant to this agreement separate from all other data files. The APPLICANT shall keep all information furnished by PVUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard technology, including without limitation encryption software, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable devices or media, e.g., flash drives, etc.

- F. Nothing in this agreement authorizes the APPLICANT to maintain data beyond the time period reasonably needed to complete the purpose of the request. Unless authorized in writing by the PVUSD REPRESENTATIVE, all data relating to an individual student must be returned or destroyed when no longer needed for the purposes for which the study was conducted.
- G. The APPLICANT agrees that the PVUSD REPRESENTATIVE may, upon request, review the records required to be kept under this agreement.
- H. The APPLICANT agrees that the PVUSD REPRESENTATIVE may decline to comply with a request if, in her/his discretion, s/he determines that providing the requested data would not be in the best interest of current or former students in the PVUSD.
- I. The APPLICANT agrees that all requests will include a statement of purpose, if not included in the original proposal, for which data are requested and an estimation of the time needed to complete the project for which the data are requested. The parties may agree to accept data requests by electronic mail, telephone, or facsimile.

**VI. RESEARCH INSTRUMENTS**

- A. The APPLICANT agrees to submit to the PVUSD REPRESENTATIVE for review and approval, **at least two weeks prior** to administration, all surveys, interviews, assessments, or focus group activities that impact PVUSD staff or students.

**VII. RESEARCH PRODUCTS**

The APPLICANT intends to present research findings in  written and/or  oral format. *(If checked, continue.)*

- A. The APPLICANT will present a **first** draft of either preliminary or endmost research findings generated under this agreement and related methodology to the PVUSD REPRESENTATIVE **at least six weeks prior** to any written or oral presentation thereof. The draft must identify the intended audience and cite specific forums (e.g., journals, conferences, dissertation) in which the findings will be presented.
- B. The PVUSD REPRESENTATIVE agrees to take no longer than **two weeks** from receipt to review the **first** draft of either preliminary or endmost findings, cite inaccuracies, and/or offer revisions that comport with rigorous research methodology.
- C. The APPLICANT agrees to submit the **final research product** to the district prior to any written or oral presentation of endmost findings and—after presentation or dissemination—an electronic copy of the final version for posting on the district website.

**VIII. LIABILITY**

RESEARCH ORGANIZATION agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorney’s fees) that may arise from or relate to the RESEARCH ORGANIZATION’s intentional or negligent release of personally identifiable student, parent or staff data (“Claims”). RESEARCH ORGANIZATION agrees to hold harmless PVUSD and pay any costs incurred by PVUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

**VIII. TERM OF AGREEMENT**

- A. The APPLICANT agrees to terminate all research activities (including presentation of the final report) on or before <insert date>.

**IX. AMENDMENT TO, OR CANCELLATION OF, MEMORANDUM OF AGREEMENT**

This agreement expresses the entire agreement of the parties. Any modification or amendment to the agreement must be executed in writing and signed by both the PVUSD REPRESENTATIVE and the APPLICANT.

- A. Both the APPLICANT and the PVUSD REPRESENTATIVE agree that the Memorandum of Agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until the termination date identified above, or until canceled or amended by either party upon thirty days written notice.
- B. The APPLICANT agrees that the PVUSD REPRESENTATIVE may cancel the Memorandum of Agreement immediately upon violation of any element agreed to herein.

Entered into by:

APPLICANT	DATE
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PVUSD REPRESENTATIVE	DATE
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PVUSD SPONSOR	DATE
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