

# NEWARK BOARD OF EDUCATION

## Research and Data-Sharing Agreement

### REQUIRED FOR DISCLOSURE OF INFORMATION PERTAINING TO INDIVIDUAL STUDENTS TO BONA FIDE RESEARCHERS AND ORGANIZATIONS CONDUCTING RESEARCH PROJECTS AND STUDIES

Organization Conducting Project/Study: Seton Hall University

Principal Researcher Samantha Lott-Velez, Assistant Superintendent

Faculty Advisor/Supervisor Dr. Daniel Gutmore  
(if Principal Researcher is a student)

Name of Project/Study: Effective K-3 Teachers Perspectives on the Resources and Strategies Used to Close Student Academic Achievement Gaps in Reading

Educational Records requested and/or On-site Research Planned (be specific):

The following educational records have been requested:

- List of 2022-2023 Effective Teachers in the South/West Ward and their MAP ELA Growth Data
- List of 2022-2023 teachers and their K-2 ELA (Reading) Assessment Data (phonemic awareness, phonics, fluency, vocabulary, and comprehension)
- List of 2022-2023 teachers and their K-3 Literacy Assessments (Letter ID and Sounds, Spelling Inventory, Guided Reading levels)

The researcher would also like to conduct a survey to gather knowledge on teacher demographics, professional development they attend, and strategies used for intervention for reading. The researcher would like to conduct a focus group of no more than 20 teachers as well as interview 15-20 K-3 teachers via Webex.

Relevance of the requested Education Records and/or On-Site Research to the project or study:

While schools put children at the center, the classroom teacher is the instrument that can make that child's experience the most effective. There is a lot of research out there around the barriers that exist in closing the academic achievement gap for students who are economically disadvantaged; but there are teachers, who with the barriers, have experienced success in closing academic achievement gaps. Surveying and interviewing classroom teachers, who have the highest rates in helping students meet their growth goals, provide a lens into the teachers' perspectives on what teaching strategies work and has influenced their work in closing academic achievement gaps under their unique circumstances. We can learn from their experiences and mirror them where appropriate.

Organization, Principal Researcher and their agents agree to maintain all client information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the federal Children's Online Privacy Protection Act of 1998 ("COPPA")(15 U.S.C. Sec, 6501 et seq.), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational

Rights and Privacy Act (“FERPA”), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1) It is specifically acknowledged and agreed upon by that parties that willful or negligent unauthorized disclosure of personal information in Education Records by Organization and the Principal Researcher to any unauthorized person or third party shall entitle the Newark Board of Education (the “Board” or “NBOE”) to seek any remedies available to NBOE at law or in equity and to terminate any services or agreement for services immediately.

The Principal Researcher named above (“Principal Researcher”) will be provided access to and/or disclosure of Education Records of current and/or former NBOE students, including personally identifiable information (as that term is defined in FERPA) relating to such students, for the purposes described in the Scope of Work attached hereto and subject to the terms and conditions set forth below.

**A. Specific terms and conditions of access/disclosure of Education Records, if any:**

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**B. Confidentiality of Education Records and Conditions of Access/Disclosure.**

1. The project or study will be conducted in a manner that does not permit personal identification of students or parents (through the use of names, addresses, student identification numbers, photographs, electronic images or any other personally identifiable information) by individuals other than representatives of the organization named above that have legitimate interests in the information.
2. Personally identifiable information will be used only to meet the purpose or purposes of the project or study as stated in the Scope of Work attached.
3. Within no more than thirty (30) days of the completion of the project or study, all personally identifiable information shall be returned to the Newark Public Schools, or the Principal Researcher and/or his/her supervisor/advisor shall certify in writing that all of the personally identifiable information has been destroyed.
4. All data relating to, arising out of or in connection with the project or study will be maintained on a secure computer network or system.
5. Any report or other work product derived from or produced as part of the project or study shall not contain any personally identifiable information.
6. The Principal Researcher and/or his/her supervisor/advisor shall immediately advise the Newark Public Schools in writing if he or she learns of any unauthorized use or disclosure of any personally identifiable information.

**C. Reports, Publications, Press Releases, or Statements.**

7. The Organization Conducting the Project/Study (“Organization”) and the Principal Researcher shall ensure that any and all reports and other publications, press releases or written or electronic statements (“Reports”) issued by it or by any individual or entity working in cooperation with it or under its auspices

that describe, discuss or relate in any way to NBOE, its schools, students or employees, or to data maintained or kept on file by NBOE, shall be provided to NBOE in draft form (plainly marked “DRAFT – NOT FOR PUBLICATION” on the cover) not less than ten days in advance of publication, in order to afford NBOE an opportunity to review the draft, provide comments, suggest changes and respond to stated conclusions. If the Organization, the Principal Researcher or any such individual or entity decides not to make any changes suggested by NBOE, the Organization or Principal Researcher shall so inform NBOE in writing, with a statement of the reasons for its decision. In such event, NBOE may publish electronically or in print any comment it chooses to make about the Report, including a statement of its disagreement and the reasons therefor, and the Organization and the Principal Researcher shall ensure that reference to NBOE’ comment is included in any and all printed and electronic copies of the Report.

8. The Organization and the Principal Researcher shall ensure that all Reports issued by the Organization or the Principal Researcher or any individual or entity working in cooperation with them, or either of them, that describe, discuss or relate in any way to NBOE, its schools, students or employees, or to data maintained or kept on file with NBOE, shall include a statement acknowledging the support and cooperation of NBOE and its administration, in a form approved in advance by NBOE. In addition, the Organization and the Principal Researcher shall ensure that all such Reports shall state that the findings, conclusions and recommendations stated therein (except for any comment by NBOE included pursuant to paragraph (a) above) belong to the Organization and/or the Principal Researcher, and that the Organization and/or Principal Researcher take sole responsibility for everything contained therein.

#### **D. Criminal History Record Checks.**

9. The Organization shall ensure that each worker(s), subcontractor(s), agent(s) and representative(s) assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq or from coming into contact with school children. Failure to ensure that a criminal history background check is performed for any Organization employee, worker, subcontractor, agent and/or representative at a contract school location will be deemed to be a breach by the Organization which may result in immediate termination of this agreement. The Organization shall not employ or utilize at any school location any person who is, or becomes, disqualified from coming into contact with children, or from employment or service, as a result of his or her criminal history record. The Organization shall notify NBOE immediately of any notice of disqualification Organization receives with respect to any employee, consultant or volunteer it is utilizing as part of its contract with NBOE.

#### **E. Indemnification.**

10. In consideration for execution of this Research and Data-Sharing Agreement and the benefits of collaboration with NBOE to be received by the Organization and the Principal Researcher (which are acknowledged to be good and valuable consideration), the Organization and Principal Researcher hereby agree to fully indemnify, release, protect, save and hold harmless NBOE, its Board of Education and members thereof, the Superintendent, and NBOE’ officers, employees, agents and representatives as well as the respective heirs, personal representatives, successors and assigns, of any and all of them from and against any and all losses, damages, costs, expenses, claims and liabilities (including all attorneys' fees and costs), which NBOE or any of the parties listed in this paragraph may suffer or be subject to or be caused to incur by virtue of or as a result of any third party settlement approved by the Organization and the

Principal Researcher or of an adverse determination of any third party claim, demand, suit, proceeding, action or cause of action for any matter or claim that arises as a result of this Data-Sharing Agreement and the work performed under it by the Organization and Principal Researcher, including but not limited to, the unauthorized disclosure of personally identifiable information in Education Records, as defined by FERPA.

#### **F. New Jersey Law.**

11. The Data-Sharing Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties hereto hereby consent to submit themselves to the jurisdiction of such courts with respect to any proceedings arising out of, under or related to the Data-Sharing Agreement.

#### **G. Independent Contractor.**

12. None of the provisions of this Data-Sharing Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Data-Sharing Agreement. Organization, Principal Researcher, their employees, agents, and subcontractors are not employees of the NBOE and are not entitled to any benefits provided by NBOE, including but not limited to, pension plan, withholding of federal, state and local income taxes, FICA, Workers' Compensation, Unemployment Compensation or other insurance.

#### **H. Term/Termination.**

13. This Data-Sharing Agreement shall commence on the date of its approval by NBOE and shall terminate 12 months from the date of approval. Either Party may terminate this Data-Sharing Agreement at any time for any reason, by written notice to the other Party. Termination of the Data-Sharing Agreement shall not abrogate any remedy provided for in the Data-Sharing Agreement.

#### **I. Insurance.**

14. If the Organization and Principal Researcher's work is performed at an NBOE location or using NBOE equipment, Organization and Principal Researcher's shall procure and maintain for the duration of the Data-Sharing Agreement commercial insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of work hereunder by the Organization, Principal Researcher, their agents representatives, employees or subcontractors. The NBOE is to be added as an **additional insured** but only as our interest may appear on all Certificates of Insurance.

**By signing this Research and Data-Sharing Agreement, I agree to be bound by these terms and conditions, both on my own behalf and on behalf of the Organization named above, and I represent that I am authorized to do so on behalf of the Organization. I further agree that any and all individuals to whom Education Records are disclosed in the course of the project or study will be bound by these terms and conditions.**

**I understand and acknowledge that any breach of these terms and conditions may result in future denial of access to or disclosure of Education Records by NBOE to me and/or the Organization, and that NBOE also shall be entitled to any other remedies for such breach allowable by this Agreement or applicable State and Federal law.**

**The Newark Board of Education shall not incur any financial obligation in connection with the performance of the Data-Sharing Agreement.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Researcher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faculty Advisor/Supervisor  
(if Principal Researcher is a student)

Date of NBOE Approval:  
(NBOE Only – Do not fill out)

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NBOE Signature:  
(NBOE Only – Do not fill out)

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