



# STATE OF INDIANA

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May 18, 2026

Re: Complaint 25-FC-284  
Nathan W. Baird (Complainant) v.  
Purdue University (Respondent)

This advisory opinion is issued in response to the above-referenced complaint filed October 8, 2025.

A Notice of Complaint, along with a copy of the complaint, was sent to the Respondent on October 22, 2025, requesting a formal response by November 20, 2025. A formal response, submitted by Kaitlyn Heide, Legal Services Coordinator for Respondent, was received by this office on November 20, 2025.

The complaint alleges that Respondent violated the Access to Public Records Act (APRA) by failing to provide copies of the requested records.

## **ANALYSIS**

The public policy of APRA states that “[p]roviding persons with information is an essential function of a representative government and an integral part of the routine duties of public officials and employees, whose duty it is to provide the information.” Indiana Code (IC) 5-14-3-1. Respondent is a public agency for purposes of APRA; and therefore, subject to the requirements. IC 5-14-3-2(q). As a result, unless an exception applies, any person has the right to inspect and copy Respondent’s public records during regular business hours. IC 5-14-3-3(a).

APRA contains exceptions-both mandatory and discretionary to the general rule of disclosure. APRA prohibits a public agency from disclosing certain records unless access is specifically required by state or federal statute or is ordered by a court under the rules of discovery. IC 5-14-3-4(a). In addition, APRA lists other types of records that may be excepted from disclosure at the discretion of the public agency. IC 5-14-3-4(b).

Complainant filed an Access to Public Records (APRA) request on May 7, 2025 for:

- 1) Template documents which Purdue University is using as a name, image, and likeness (NIL) agreement with students playing for its intercollegiate athletic teams.
- 2) Completed agreements between Purdue University and members of the men's basketball and football teams pending final approval of the House v. NCAA settlement and related changes to NCAA rules.

Respondent initially denied both requests citing various statutes and the Family Educational Rights and Privacy Act of 1974 (FERPA). Complainant requested reconsideration of the denial on October 2, 2025. After further review and discussions, Respondent, on October 24, 2025, produced the requested template for the NIL contracts but reaffirmed the denial of the executed contracts for individual athletes from the basketball and football programs.

Respondent denied disclosure of records under IC 5-14-3-4(a)(3), a mandatory exception. APRA provides, in that section, that the following records are excepted from disclosure and may not be disclosed by a public agency, unless access to the records is specifically required by a state or federal statute or is ordered by a court under the rules of discovery:

“(3) Those required to be kept confidential by federal law.”

Respondent asserts that the FERPA, as a federal law, prevents the Respondent from releasing personally identifiable information from an education record without the student's consent. 20 U.S.C. 1232(g). Complainant does not challenge this position of the Respondent but argues that the contracts as requested can be redacted and released and still comply with FERPA.

Respondent argues that redaction of the contracts is not enough to prevent the identification of the student athlete to a contract. Under FERPA the definition of personally identifiable information includes but is not limited to:

- a) The student's name;
- b) The name of the student's parent or other family members;
- c) The address of the student or student's family;
- d) A personal identifier, such as the student's social security number, student number or biometric record;
- e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;

- f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have the personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

34 CFR 99.3.

Respondent stated in its formal response that:

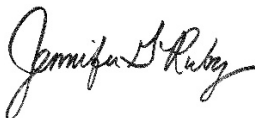
*License agreements are individualized documents that are directly related to a student, such that even with redactions of the student's name and sport, could still lead to the identification of a particular student.*

Section (f) above identifies information as that alone or in combination that is linked or linkable to a specific student. NIL contracts would be dated, sport specific, include dollar amounts and possibly other information that could be linked to a specific student. We concur.

## **CONCLUSION**

This office finds that Respondent violated APRA when it withheld the contract template, which was corrected when the denial was later reversed and the contract template was released to Complainant.

However, this office finds that Respondent did not violate APRA in withholding copies of the executed student agreements as redaction likely would not be sufficient protection for the students.



Jennifer G. Ruby  
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