



**BOARD OF EDUCATION**

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**RESEARCH AGREEMENT**

This agreement between \_\_\_\_\_ ("the Applicant") and the Fulton County School District ("the District") is made for purpose of the study to be conducted entitled: " \_\_\_\_\_ ".

The Application for Research Study and all attachments submitted by the Applicant outline the purpose of the study, the scope of the student, and the information to be disclosed to the Applicant for purposes of this study. This Application and attached documents are specifically incorporated by reference into this Research Agreement ("the Agreement").

Except as discussed in Section 1, below, no changes to the information provided in the application and research proposal documents may be made without written consent of the District.

- 1. STATEMENT OF WORK.** The research proposal submitted in the application dated December 5, 2018 is accepted with the following modifications/stipulations:
- 2. PERIOD OF RESEARCH.** The Research shall be conducted during the period February 1, 2019 to June 30, 2020.
- 3. COSTS.** There is no cost to the District to participate in this research.
- 4. REPORTING OF DATA.** The Applicant must submit a report summarizing the outcomes of their research conducted with the District. The purpose of this requirement is to enable the District to share the findings to inform the practice of our school leaders and teachers. This report is to be submitted as soon as practicable, but no later than 6 months after completion of the research study.
- 5. CONFIDENTIALITY.** Student, parent, guardian and personnel privacy is and must be a paramount concern. The Applicant must, in all respects comply with the provisions of privacy law including, but not limited to, the Family Educational Right to Privacy Act ("FERPA") 20 USC 1232g; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232h; and O.C.G.A. 50-18-72(a)(34), as applicable. The Applicant may not maintain, use, disclose, or share student record information in a manner not allowed under Federal or state law or regulation. Student and personnel information gathered by Applicant during this research can be used for no other purpose other than the research described in this Research Agreement. Access to data will be limited only to those representatives of the Applicant's institution with legitimate interests under the research described in this Agreement. Except as may be required by law, the Applicant will not share information received under this Agreement with any other entity or person without prior written approval from the District. The data continues to be owned by the District.
- 6. SECURITY AND DATA PROTECTION.** Upon termination of this Agreement or three months after the publication of reports generated under the Research, whichever is sooner, the Applicant will destroy all data obtained under the agreement that contains any personally identifiable information as that term is

defined in FERPA. The Applicant will promptly notify the District when they or their subcontractors become aware of any actual or potential security or data breach relating to the information shared under this Agreement. All steps to mitigate and rectify the consequences of such a breach, including notification to impacted parties, shall be undertaken by the Applicant at its sole expense. The District will be entitled as a matter of right to seek injunctive relief to prevent commencing or continuing a breach of security or data protection violation without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing will be deemed to limit or abridge any other remedy available to the District at law or in equity.

7. **SCHOOL ENVIRONMENT.** All visitors to school property will comply with the directions of the school principal or site director. Any visitor may be requested to leave school property, and the District reserves the right to refuse access to any individual on school property.
8. **PUBLICATIONS.** The Applicant must have written approval prior to identifying the District in any publications or releases about the research. All publications and written releases will be provided to the District one month prior to the release or publication. The Applicant will not share information in any manner that could identify any individual school, student, parent, guardian, or personnel member. All publications will include appropriate methods of disclosure avoidance, including but not limited to, suppression, blurring, recoding the ends of the distribution, protecting underlying contents, collapsing across outcome categories, perturbation techniques, and establishing minimum subgroup sizes.
9. **HUMAN SUBJECTS.** The use of human subjects in the Project shall comply with Department of Health and Human Services (DHHS) policies and regulations on the protection of human subjects (45 CFR 46, as amended). The Applicant will not ask the Subcontractor to engage in the research activities. The Applicant is responsible for ensuring that all research activities comply with applicable law, will inform the District of any requirements under this paragraph, and will assist the District with steps necessary to ensure compliance.
10. **TERMINATION.** Either party may terminate the research at any time upon written notice to the other party.
11. **COMPLIANCE.** The Applicant will ensure that this research conforms to all requirements of this Agreement, of Board Policy and Procedure ICC, and of all applicable federal, state and local laws, rules and regulations. All permission slips and consent forms will be approved by the Department of Program Evaluation for the District.
12. **INDEPENDENT CONTRACTOR.** For the purposes of this Agreement and research, the Applicant and the District shall be, and shall be deemed to be, independent contractors and not an agent or employee of the other Party.
13. **ASSIGNMENT.** The activities under this Agreement shall not be assigned without the written consent of the other Party and any attempt to assign without such consent shall be void.
14. **MODIFICATION.** No modification of this Agreement will be valid unless in writing and executed by authorized representatives of both the District and the Applicant.
15. **CONTACTS.** Written notices and other questions about the research should be directed to: [programevaluation@fultonschools.org](mailto:programevaluation@fultonschools.org).

**16. LIABILITY.** To the extent permitted by law, the Applicant shall hold harmless and indemnify the District, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees (“the District Indemnitees”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits with respect to any activities related to this Agreement that are undertaken by the Applicant, the Applicant's subcontractors, the District, or the District's representatives or staff as a result of this Agreement; (b) the failure of the Applicant or its subcontractors to comply with any law or regulation, including FERPA or PPRA; (c) the loss, misappropriation or other unauthorized disclosure of data by Applicant or its subcontractors; and (e) any security breach involving data in Applicant’s or a subcontractor's possession, custody or control, or for which Applicant or a subcontractor accesses or is otherwise responsible. The Applicant’s obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

**17. CHOICE OF LAW.** This Agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

**District Authorized Representative:**

**Applicant Authorized Representative:**

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(signature)

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(signature)

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(title)

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(title)

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(date)

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