

*MEMORANDUM OF AGREEMENT  
BETWEEN ST CLAIR COUNTY BOARD OF  
EDUCATION (SCCBOE)*

**And**

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(2nd party name or company name)

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**Memorandum of Agreement  
Between the St Clair County Board of Education (SCCBOE) and**

\_\_\_\_\_  
Name of 2<sup>nd</sup> Party

## 1. Introduction

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The purpose of this Memorandum of Agreement is to establish the terms, conditions, and safeguards under which the St Clair County Board of Education (hereinafter “SCCBOE”) will disclose to \_\_\_\_\_ certain information, records, or data (herein “data”)  
(2nd party name or company name)

## 2. Data Requested

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An authorized representative from \_\_\_\_\_ shall request  
(2nd party name or company name)  
annually the following information concerning SCCBOE employee or students records. The request shall be made in writing before information or access to information or data is allowed.

The combination of certain data elements listed above can constitute Personally Identifiable Information. This information is to only be used in accordance with FERPA, HIPPA, COPA, CIPA and other governing laws designed to protect students and employees.

## 3. Authorized Representatives

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\_\_\_\_\_ shall designate in writing the authorized  
(2nd party name or company name)  
representative(s) who are able to request data under this Agreement, and the SCCBOE shall designate in writing the authorized representative(s) to whom such request shall be made. The authorized representative(s) shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement.

\_\_\_\_\_ designates \_\_\_\_\_, as  
(2nd party name or company name) (Designees Name)  
the authorized representative to request the necessary data. SCCBOE designates \_\_\_\_\_, as its authorized representative. The SCCBOE or  
(Designees Name)  
its agents may upon request review the records required to be kept under this section.

## 4. Related Parties

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\_\_\_\_\_ represents that it is authorized to bind itself to  
(2nd party name or company name)

the terms of this agreement, and those employees who will have access to the data shared hereunder. This Agreement takes effect only upon acceptance by authorized representatives of \_\_\_\_\_ and SCCBOE.

(2<sup>nd</sup> Party Name)

## 5. Terms

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This MOA is made effective as of the last date of signature, under section 5.8 “signatures” area, between SCCBOE and \_\_\_\_\_ and will remain in

(2nd party name or company name)

effect until terminated by either party. Either party may terminate this MOA at any time with 30 days’ notice, at which point the MOA hereunder will terminate. In the event of a termination,

\_\_\_\_\_ agrees to return all data to the SCCBOE in a secure

(2nd party name or company name)

format. The SCCBOE specifically reserves the right to cancel this Agreement should the SCCBOE, in its sole discretion, determine that confidential employee/students data has been released in a manner inconsistent with this Agreement or has not been maintained in a secure manner without prior notice.

### 5.1. Data Privacy

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a. Data Privacy Protection. The parties acknowledge that they are subject to certain federal, state, and local laws, rules, regulations and ordinances governing or relating to the privacy, confidentiality, use, collection, protection, and disclosure of personal information (collectively, the “Privacy Laws”) as such personal information may be defined in the Privacy Laws (“Personal Information”). The parties agree to cooperate with each other with respect to the other’s obligations under the Privacy Laws.

b. Data from the SCCBOE must not be taken outside the United States.

c. There is no cost to \_\_\_\_\_ for this data.

(2nd party name or company name)

d. Once the data is transferred to \_\_\_\_\_

(2nd party name or company name)

from SCCBOE, \_\_\_\_\_ will maintain

(2nd party name or company name)

the data in a secure manner that will only be accessible to designated

\_\_\_\_\_ staff that requires access for the

(2nd party name or company name)

purposes contemplated by this agreement.

## 5.2. Data Use

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\_\_\_\_\_ agrees not to provide  
(2nd party name or company name)  
any data obtained under this agreement to any unauthorized person or entity.

## 5.3. Sharing of Data

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This agreement is enter into by the SCCBOE and:

\_\_\_\_\_  
(2nd party name or company name)  
for the purpose:

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## 5.4. Data Transmission

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*Data will be transmitted via an online secure file transfer maintained by the SCCBOE. Any other methods used to transfer data must be approved by SCCBOE before files are transferred.*

## 5.5. Environment

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### **2<sup>nd</sup> Party storage:**

\_\_\_\_\_ will maintain all data in a secure manner as to  
(2nd party name or company name)

prevent unauthorized employees of \_\_\_\_\_  
(2nd party name or company name)  
from having access to SCCBOE data.

### **Offices:**

The offices are locked and computers are turned off or locked (Windows “Ctrl+Alt+del”) when staff is not present.

## 5.6. Data Destruction

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The data shall be destroyed or returned to SCCBOE in compliance with the SCCBOE Policy Standard \_\_\_\_\_ agrees to  
(2nd party name or company name)

destroy all personally Identifiable data and provide verification in writing of the destruction. \_\_\_\_\_ agrees to require all employees, contractors, or agents of any kind to comply with this provision.

(2nd party name or company name)

### 5.7. Other Provisions

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This agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof. No prior agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

### 5.8. Signatures

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Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Accepted on behalf of the St Clair County Board of Education

\_\_\_\_\_  
SCCBOE Signature

\_\_\_\_\_  
Print Name

Accepted on behalf of \_\_\_\_\_

\_\_\_\_\_  
2<sup>nd</sup> Party Signature

\_\_\_\_\_  
Print Name