



Mitch Young, Superintendent • 1120 Dahlonega Highway • Cumming, Georgia 30040 •
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Forsyth County Schools (FCS), and _____, Hereinafter referred to as Client, and who as Client shall be jointly and severally responsible.

APPLICABLE LAWS

This MOU shall be governed and constructed in accordance with the Family Educational Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA), and Children's Online Privacy Protection Act (COPPA), Georgia law OCGA 20-2-662 and Georgia law OCGA 20-2-666.

During the performance of this MOU, FCS and the Client shall comply with all applicable federal, state, and local executive orders, laws, and regulations and their policies and procedures, respectively. Notwithstanding any contrary provision in this MOU, Client shall not be required to take any action that would violate applicable law or court orders.

BOTH FCS AND THE CLIENT AGREE:

1. FCS and the Client agree to share student information, as outlined below in sections 2 and 3, for the purpose of _____. Designated FCS student information will only be provided to the Client once parent permission has been obtained by FCS.

FCS AGREES:

2. FCS agrees to provide a securely transmitted electronic file with the outlined student information in 3.1 to the Client. The information will be provided _____.

THE CLIENT AGREES:

3. The Client acknowledges that it is an independent organization that is completing a study which benefits FCS. A completed report will be provided to FCS.
 - 3.1 In order for the Client to be given the minimum amount of student information needed to complete the defined task, FCS will provide the following student information for students whose parents have provided permission:
 - a) Student's _____
 - b) Student's _____
 - 3.2 The Client is subject to the requirements of 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information (PII) from education records.
 - 3.3 The Client will allow FCS the ability to maintain direct authority and control over the FCS student information.

- 3.4 The Client agrees to destroy all FCS personally identifiable student information and destroy all backups of The FCS personally identifiable student information upon the completion of this study and agreement.
- 3.5 The Client agrees that FCS student information will never be shared with any third parties for any purpose without written consent from FCS.
- 3.6 The Client agrees to maintain industry standards for the secure storage, transmission, and maintenance of all transferred student information.
- 3.7 The Client contact for this agreement is as follows:
 - a) Name:
 - b) Title:
 - c) Mailing Address:
 - d) Telephone Number:
 - e) E-mail Address:

BOTH FCS AND THE CLIENT AGREE:

- 4.1 FCS reserves the right to cancel any student information submissions as it deems necessary in its discretion, including insufficient enrollment or other circumstances, such as financial necessity.
- 4.2 The MOU may be cancelled upon 90 calendar-days prior written notice without any further liability by either party.
- 4.3 Any additions or deletions to this MOU must be in writing and approved by the respective authorized agents.
- 4.4 This MOU supersedes any and all prior agreements, promises, representations and commitments related to the subject matter of the MOU.
- 4.5 Each signer warrants authority to enter into this MOU and that the MOU has been approved by the appropriate governing authority.
- 4.6 Nothing in this MOU shall be construed as creating any individual or personal liability on the part of either party's elected or appointed officials, officers or board members.

[SIGNATURES ON FOLLOWING PAGE]

FCS and the Client agree completely to the terms and conditions of this agreement.

BY SIGNING BELOW, I APPROVE:

Client Representative

Date: _____

Forsyth County Schools Representative

Date: _____

Forsyth County Schools does not discriminate on the basis of race, color, religion, national origin, age, disability, or gender in employment decisions or educational programs and activities.