



Quality Learning and Superior Performance for All

Dr. Jeffrey Bearden, 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 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.

I. BOTH FCS AND CLIENT AGREE:

A. Definitions:

1. “Defined Course” – High School Computer Science Principles and Middle School Foundations of Computer Programming
2. “Delivery of defined course” means FCS will provide FCS online learning resources and teachers who can provide online instruction for the defined course.
3. “Defined task” means delivery of course content during the FCS Board approved school calendar days.

B. FCS and Client agree to share student information, as outlined below in sections II and III, for the purpose of FCS providing a defined course to Client students in grades 8 – 12. Designated Client student information shall be provided to the FCS once all FERPA, COPPA, and PPRA parent/legal guardian permissions have been obtained by Client.

C. FCS and Client agree that FCS is only providing the delivery of the defined course. FCS will not issue or award high school credits for the defined course. Client is responsible for the validation of defined course credit and awarding of high school course credit.

D. FCS and Client agree that FCS will only provide final student grades for the defined course to Client.

II. CLIENT AGREES:

A. For FCS to complete the defined task, FCS will be given the minimum amount of student information necessary. Client will provide the following student information for students whose parents/legal guardian have provided permission:

1. Client Student’s First Name
2. Client Student’s Last Name
3. Client Student’s GTID Number
4. Client Student’s Date of Birth
5. Client Student’s Sex
6. Client Student’s State Course Number

7. Client Student's Course Name
 8. Client Student's Parent/Guardian First Name(s)
 9. Client Student's Parent/Guardian Last Name(s)
 10. Client Student's Parent/Guardian Phone Number(s)
 11. Client Student's Parent/Guardian email address
- B. All student information transferred between Client and FCS will be sent via by a secure file transfer protocol (SFTP).
 - C. Client agrees that students will be graded by following FCS grading and reporting procedures.
 - D. Client agrees that participating students will follow the FCS Code of Conduct and Appropriate Use Policy (AUP). Participating students who violate the FCS Code of Conduct and/or AUP will be withdrawn from the FCS define course and no grades will be provided.
 - E. Client agrees that FCS will share necessary student information to school officials (Infinite Campus, Canvas, Google EDU Suite, etc.) as needed to complete the requirements of the course web-based instruction, assignments, assessments, and grading.
 - F. Client contact for this agreement is as follows:
 1. Name:
 2. Title:
 3. Mailing Address:
 4. Telephone Number:
 5. E-mail Address:

III. FCS AGREES:

- A. FCS acknowledges that it is an independent educational organization that is offering defined course instruction, web-based content and assigning grades to Client students.
- B. FCS agrees to provide a securely transmitted electronic file with the following student information to the Client after the final grades for the course have been verified.
 1. Client Student's First Name
 2. Client Student's Last Name
 3. Client Student's GTID Number
 4. Client Student's Course Name
 5. Client Student's State Course Number
 6. Client Student's Associated Course Final Grade
- C. All student information transferred between Client and FCS will be sent via by a secure file transfer protocol (SFTP).
- D. FCS will allow Client the ability to maintain direct authority and control over Client student information by making a request to the Principal of Forsyth Virtual Academy.
- E. FCS 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. Any parent/guardian requests for Client student information will be made to Client and sent to FCS through Client contact as defined in section V A and B.

IV. BOTH FCS AND CLIENT AGREE:

- A. The MOU may be cancelled upon 90 calendar-days prior written notice without any further liability by either party.
- B. Any additions or deletions to this MOU must be in writing and approved by the respective authorized agents.
- C. This MOU supersedes any and all prior agreements, promises, representations and commitments related to the subject matter of the MOU.
- D. Each signer warrants authority to enter into this MOU and that the MOU has been approved by the appropriate governing authority.
- E. 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.

V. FCS AND CLIENT CONTACT INFORMATION:

A. FCS contact for this Agreement is as follows:

1. Name:
2. Title:
3. Mailing Address:
4. Telephone Number:
5. E-mail Address:

B. Client contact for this Agreement is as follows:

1. Name:
2. Title:
3. Mailing Address:
4. Telephone Number:
5. E-mail Address:

[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 Name and Title (Print)

Client Representative Signature

Date

Forsyth County Schools Representative Name and Title (Print)

Forsyth County Schools Representative Signature

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.