

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN

Monroe City SCHOOL BOARD

AND

Vision Academy CHARTER SCHOOL

IN ACCORDANCE WITH LRS 17:3914(L)

This Memorandum of Understanding is entered into by and between the Monroe City School Board (hereinafter referred to as the "District"), herein represented by its duly authorized Superintendent, and the Vision Academy Charter School (hereinafter referred to as "Charter School"), herein represented by its duly authorized representative. The District and Charter School shall be referred to herein collectively as the "Parties".

Purpose

The stated and limited purpose of this Memorandum of Understanding is to fulfill the statutory mandate of La. R.S. 17:3914(L), which requires the District and Charter School to share certain student personally identifiable information for the purposes of:

1. Determining and confirming the identity of students attending Type 2 charter schools; and
2. Determining and confirming the public school district in which each student attending a Type 2 charter school resides.

Term

This Memorandum of Understanding shall become effective upon the execution by both Parties and shall remain in effect until and unless either notifies the other, in writing, of the termination thereof.

Data

The Charter School will provide to the District, upon written request based upon a legitimate concern over enrollment and attendance of one or more students, the following student data for each and every student for whom the Charter School has reported resides within the geographic boundaries of the District:

- Full name
- Physical address of residence
- In the event that the District determines that an identified student appears to be enrolled in the District or the student does not reside within the District. The District shall notify the Charter School and the Charter School will provide to the District current school year attendance records and residence verification information, as referenced in BESE policy and Louisiana law. "Attendance records" as used in this Agreement shall mean documentation that the enrolled student actually is and/or has been attending the school to which his enrollment is claimed by the party making such claim, including but not limited to physical or electronic attendance report. If student attendance is through a virtual or internet based platform, then "attendance records" means the records that establish attendance as used by the school claiming the student as enrolled.

A Charter School may request and is entitled to the student data identified above from a District in the event there is a legitimate question as to the enrollment or attendance of the student.

Conflicting Data

The Parties acknowledge that if, during the exchange of information pursuant to this agreement, conflicting information is produced as to the actual enrollment or attendance of a student at a particular school, the Parties shall make a reasonable effort to resolve the apparent conflict with the goal of accurately determining the school at which a student is enrolled and is or has been actually attending. As part of the process of resolving any conflicts over student data, the Parties may engage in audits of enrollment verification practices as described below.

Upon conclusion of the conflict resolution process, the Parties shall jointly notify the Louisiana Department of Education of any changes of student enrollment data agreed to by the Parties and any unresolved conflicts for further review by the department.

Confidentiality

The Parties hereby agree to handle any such student information in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 USC Section 1232(g), et seq and LRS 17:3914. The Parties agree that all such information is confidential and will not be disclosed to any person, except as provided to herein.

Only personnel employed or contracted by the Parties, who must have access to the student information in order to achieve the purposes stated herein, shall have access to the information and shall hereby be obligated to maintain the confidentiality thereof.

Restrictions on Use

The Parties, inclusive of their employees, agents, contractors, or representatives thereof, may not use the student information for any purpose not expressly and explicitly set forth herein.

Indemnification

The District hereby agrees to indemnify and hold harmless the Charter School against and from all costs, expenses, damages, injuries, losses or causes of action arising out of the actions of the District or its employees, agents, contractors or representatives thereof that result in the failure to keep confidential and secure the student information obtained from the Charter School pursuant to this Memorandum.

The Charter School hereby agrees to indemnify and hold harmless the District against and from all costs, expenses, damages, injuries, losses or causes of action arising out of the actions of the Charter School or its employees, agents, contractors or representatives thereof that result in the failure to keep confidential and secure the student information obtained from the District pursuant to this Memorandum.

Audits

The Parties shall be entitled to audit the policies and operations of one another insofar as they pertain to student enrollment verification processes only. Should either party have a legitimate and reasonable reason to challenge any of the student enrollment information exchanged, the contesting party shall alert

the other party, in writing and within ten (10) days of receipt of the exchanged information, as to reasons therefor and shall be permitted access during regular business hours to view and audit the contested information. This audit is restricted solely to the purposes of this Memorandum and must occur during regular business hours as well as be conducted in such a manner so as to not unduly interfere with the day-to-day operations of the party being audited.

Security Breach

Security Breach shall mean any act or omission that compromises either the security or the confidentiality of the student information provided. In the event of a security breach the Party that suffered the security breach shall take all commercially reasonable steps to remedy the security breach and prevent any other similar breach. The Party that suffered the security breach shall notify the other Party immediately upon learning thereof by reasonable means, including but not limited to phone, email or other written correspondence delivered promptly. Upon the occurrence of a security breach the Parties will work cooperatively to determine the extent thereof and to identify actions or policies that will serve to remedy any loss and/or prevent any further occurrence. The Parties further agree to take all actions reasonably necessary to identify the employee, agent or contractor of the respective party who knowingly and/or willfully fail to maintain the confidentiality of such information and report such persons to the proper authorities for prosecution in accordance with La. R.S. 17:3914(G).

Destruction of Data

The Parties agree that any student information provided by the other under this Memorandum will, upon completion of the purposes set forth herein, be destroyed in such a manner that the student information will be unavailable to any other person or to the Party to which it had been provided. The Party responsible for such destruction shall certify to the party from whom the information was obtained that such destruction was performed.

Governing Law

Exclusive jurisdiction and venue for any dispute, claim or suit between the Parties hereto shall be in the State District Court within whose jurisdiction the District is located or the State District Court within which the Charter School is physically located.

The Charter School waives all right to remove any suits between the Parties arising out of this Memorandum to any other State or Federal Court other than as set forth herein.

The laws of the State of Louisiana, without regard to conflicts of law provisions, shall govern any interpretation of or disputes arising from this Memorandum.

Severability

Should any provision of this Memorandum be declared unenforceable by a Court of competent jurisdiction or become impossible to apply, that provision shall be deemed severed here from with the balance of this Memorandum remaining in full force and effect.

Amendment

Should the need arise to amend or change any of the provisions of this Memorandum to better satisfy the intent of La. R.S. 17:3914(L) or other applicable provisions of law, both Parties shall execute a written, mutually agreeable amendment to affect such change.

Notices

All notices, communications and information exchanged between the Parties pursuant to this Memorandum shall be delivered to the following representatives:

District: Dr. Brent Vidrine, Superintendent

Charter School:

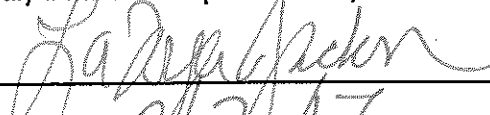
This done and executed as indicated below.

Monroe City School District
By its duly authorized Superintendent,



Date: 2/2/17

Vision Academy Charter School
By its duly authorized representative,



Date: 2/2/17