

# **MEMORANDUM OF UNDERSTANDING**

**Between Arkansas Public School Resource Center, Inc. (APSRC) And  
\_\_\_\_\_, a Charter School**

This Memorandum of Understanding (MOU) is entered into as of the effective date indicated below by and between the Arkansas Public School Resource Center, Inc. (hereinafter "APSRC"), with its principal office located at 1401 W. Capitol Ave, Suite 315, Little Rock, Arkansas 72201, and \_\_\_\_\_, a public charter school located at \_\_\_\_\_, hereinafter referred to as the "Charter School."

## **I. Purpose**

The purpose of this MOU is to formalize the agreement between APSRC and the Charter School regarding a pilot program designed to further the development, implementation, and use of an enrollment application "Enroll Arkansas, One App" developed by APSRC for the Charter School's use in managing student, registration, a lottery if needed, and enrollment.

## **II. Background**

APSRC has considerable experience in developing software and other tools and resources that aid it in accomplishing its mission, goals, and purposes. APSRC has developed a customized enrollment application, "Enroll Arkansas, One App" to support charter schools in managing their student, registration, a lottery if needed, and enrollment processes. This MOU outlines the terms and responsibilities related to the Charter School's participation in the pilot program and use of Enroll Arkansas, One App.

## **III. Scope of Agreement**

### **1. Enrollment Application Development and Maintenance**

- o APSRC agrees to provide the Charter School with access to Enroll Arkansas, One App designed to facilitate student, registration, a lottery if needed, and enrollment.
- o APSRC will continue to use its best efforts to develop, maintain, improve and support Enroll Arkansas, One App, ensuring to the best of

APSRC's ability, it is operational and up-to-date with all applicable laws, standards and regulations.

## 2. Access and Usage

- o The Charter School shall have access to the Enroll Arkansas, One App, including all necessary documentation, training materials, and technical support to ensure the Charter School's effective use of Enroll Arkansas, One App.
- o The Charter School agrees to use Enroll Arkansas, One App exclusively for its intended purpose, specifically for managing student, registration, a lottery if needed, and enrollment.
- o APSRC will provide initial training during onboarding to Charter School staff on the use of Enroll Arkansas, One App and will offer ongoing support as needed. The Charter School will make staff available for training and allow the school registrar staff to work with APSRC to provide periodic feedback to include timely responses to surveys submitted by APSRC.

## 3. Data Security and Confidentiality: Both parties agree to comply with all applicable laws, regulations, and policies related to data privacy and security, including FERPA (Family Educational Rights and Privacy Act), regarding student data stored or processed by Enroll Arkansas, One App.

- o **Scope of Data to be Disclosed:** The Charter School will grant APSRC access to all relevant Charter School data, including without limitation Charter School data maintained by the Arkansas Department of Education (ADE) on behalf of the Charter School, and all Charter School data reported by the Charter School to ADE. The data to be disclosed may include personally identifiable information of the Charter School students and personnel. Personally identifiable student information may include without limitation, name, address, telephone number, test scores, program status, race, gender, schedules, and admission/withdrawal dates. The Charter School represents and affirms that it possesses the legal ability and has secured all permissions necessary to make available such data to APSRC for the purposes set forth in this MOU.
- o **Protection of Confidential Data:** For purposes of this MOU, the term "confidential data" includes any personally identifiable information the disclosure of which is restricted by FERPA or any other applicable state

or federal confidentiality law. APSRC will, to the extent allowed by law, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any confidential data that APSRC creates, receives, maintains, or transmits on behalf of the Charter School.

- o **FERPA Compliance:** The parties acknowledge that the data to be disclosed under this MOU may include personally identifiable information contained in education records, as those terms are defined by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its implementing regulations at 34 C.F.R. §§ 99.1 to 99.67. The parties intend that their actions and this MOU will fully comply with FERPA and any other applicable state or federal confidentiality laws. The disclosure of personally identifiable information contained in education records under this MOU is governed by 34 C.F.R. § 99.31(a)(1)(i)(B), which permits disclosure of student records to a local education agency's contractors whom the agency has determined to have legitimate educational interests. The Charter School has chosen to outsource this service to APSRC, as this service is an institutional service or function for which the Charter School would otherwise use its employees. APSRC will act under the direct control of the Charter School with respect to the use and maintenance of any personally identifiable information contained in education records disclosed under this MOU, including facilitating access to and the correction of any factually inaccurate data or information as directed by the Charter School. To the extent APSRC receives disclosures of personally identifiable information contained in education records under this MOU, APSRC is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.
- o **Data Security Requirements / Data Storage:** For any confidential data created, received, maintained, or transmitted by APSRC on behalf of the Charter School, APSRC will store the data using commercially reasonable methods that limit access to only authorized users. APSRC will restrict access using multiple technological or physical access controls, including without limitation requiring unique user identifications and complex passwords. Confidential data will be stored

in an encrypted format, to be decrypted only as necessary for APSRC employees or agents to perform their official duties in connection with this MOU. APSRC will authorize Charter School users to access personally identifiable information contained in education records only to the extent the user has a legitimate educational interest in the personally identifiable information, as determined by the Charter School. APSRC will rely on and follow the Charter School's determinations and instructions as to what constitutes legitimate business or educational interests in the use of its confidential data and the access level to be granted to individual Charter School employees through the appropriate software platform/application. At no time will APSRC store any unencrypted confidential data on any portable device or media, including without limitation any laptop or notebook computer, portable hard drive, flash drive, optical media, tablet, or smartphone. The parties acknowledge that confidential data will be stored, using commercially reasonable security methods, both locally at APSRC and in the cloud on the appropriate software platform/application.

- o **Data Segregation:** APSRC will segregate the Charter School's confidential data from any non-Charter School data, to ensure that the Charter School's confidential data can be distinguished from other data and destroyed as required by this MOU. APSRC will segregate individual-level student data by student and implement technological access controls so that no user will have access to any personally identifiable information in which the user has no legitimate educational interest, as determined by the Charter School.
- o **Data Destruction:** If requested by the Charter School, APSRC will destroy all confidential data provided by the Charter School when the data is no longer needed for the Purpose set forth in this MOU, or upon the termination or expiration of this MOU, whichever occurs first. Upon the Charter School's request, APSRC will furnish a certificate of destruction.
- o **Security Breaches:** If APSRC detects any compromise, attempted compromise, or potential compromise in security allowing unauthorized access to any confidential data, APSRC will notify the Charter School as soon as possible or within twenty-four (24) hours of

discovering the compromise, attempt, or potential compromise. APSRC will make commercially reasonable efforts to take corrective action as soon as practicable and will be responsible for providing any appropriate notice required by law.

- o **Redisclosure of Data:** APSRC will safeguard the Charter School's confidential data from unauthorized access, use, or disclosure. APSRC will not disclose confidential data to any third party except as permitted by this MOU or as required by law. APSRC will disclose the Charter School's confidential data to only: APSRC employees or agents who require access to the data to perform their official duties in connection with this MOU; Charter School employees or agents who have a legitimate business or educational interest in the data, as determined by the Charter School; and The appropriate service providers furnishing software platforms/applications or other infrastructure required to implement the Purpose set forth in this MOU, but only to the extent that the service provider acts under the direct control of the Charter School with respect to the use and maintenance of any confidential data disclosed under this MOU.

#### **4. Technical Support**

- o APSRC will provide technical support to the Charter School in the event of issues related to Enroll Arkansas, One App, including troubleshooting and assistance with technical difficulties.
- o Support will be available during regular business hours (M-F 8:00 a.m. – 4:30 p.m.), with additional support available as deemed necessary by APSRC.

#### **5. Term of Agreement**

- o This MOU will be effective for a term of one (1) year beginning on the date of execution indicated below, and shall automatically renew for an additional one year's term unless terminated sooner by either party. This MOU may automatically renew for up to two (2) additional one (1) year terms.

#### **6. Termination**

- o Either party may terminate this MOU with thirty (30) days' written notice to the other party. Upon termination, APSRC will provide the Charter School with a final report on the usage of Enroll Arkansas, One

App, and any relevant data or records in accordance with applicable laws.

#### **IV. Responsibilities of the Parties**

##### **APSRC Responsibilities:**

1. Develop and maintain Enroll Arkansas, One App.
2. Provide the Charter School with access to Enroll Arkansas, One App, and any necessary onboarding or training.
3. Offer technical support and troubleshooting services.
4. Ensure compliance with data privacy and security requirements.
5. Use its best efforts to ensure maximization of Enroll Arkansas, One App's uptime.

##### **Charter School Responsibilities:**

1. Ensure that staff members are trained and prepared to use Enroll Arkansas, One App.
2. Use Enroll Arkansas, One App solely for its intended purpose and in compliance with all relevant laws and regulations.
3. Protect the confidentiality and security of student data handled through Enroll Arkansas, One App.
4. Communicate any issues or requests for technical support to APSRC in a timely manner.
5. Ensure that the Charter School's registrar is available to work and collaborate with APSRC as needed.

#### **V. Financial Terms**

Unless otherwise agreed in writing, the Charter School, prospective students' parents, and prospective students will not be charged for access to or use of Enroll Arkansas, One App during the term of this MOU. Any changes to this arrangement will be documented in a subsequent amendment or addendum to this MOU.

#### **VI. Dispute Resolution**

In the event of a disagreement or dispute arising out of or related to this MOU, both parties agree to attempt to resolve the dispute through informal discussions. If the

dispute cannot be resolved informally, the parties agree to engage in mediation before pursuing any legal action. Any legal action shall be brought in the Circuit Court of Pulaski County, Arkansas.

## **VII. Miscellaneous**

1. **Entire Agreement.** This MOU represents the entire agreement between APSRC and the Charter School regarding the subject matter herein and supersedes all prior discussions or agreements.
2. **Modification.** Any amendments, addendum, or changes to this MOU must be made in writing and signed by authorized representatives of both parties.
3. **Severability.** If any provision of this MOU is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
4. **Fees of Legal Counsel.** In the event either party to this MOU shall employ legal counsel to protect its rights hereunder or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims.
5. **Further Assurances.** The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge, and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this MOU.
6. **Time for Performance.** Time is of the essence in this MOU.
7. **Governing Law.** This MOU shall be subject to and construed and governed by the laws and decisions of the State of Arkansas.
8. **Counterparts; Electronic Signatures.** This MOU may be executed electronically and in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this MOU to produce or account for more than one counterpart.
9. **Third Party Beneficiaries.** This MOU shall not create any rights for the benefit of any third party.
10. **Authority.** Each individual signing this MOU in a representative capacity acknowledges and represents that such person is duly authorized to execute this MOU in such capacity in the name of, and on behalf of, the designated corporation or other entity.

11. **Joint Preparation.** This MOU shall be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any party by reason of its drafting of this MOU but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.
12. **Notice.** All notices, requests, demands, and other communications permitted or required hereunder shall be in writing and shall be deemed to have been duly given upon delivery if delivered in person, or on the date postmarked if mailed (properly deposited in the United States mail or private mail carrier addressed as provided herein, with postage prepaid), or on the date transmitted if sent by email, facsimile or other electronic transmissions, as follows: If to APSRC, addressed, transmitted or delivered in person to the below-listed person and address. If to the Charter School, addressed, transmitted, or delivered in person to the below listed person and address or to such other address as either party may designate by written notice.

### **VIII. Signatures**

By signing below, the parties acknowledge and agree to the terms and conditions outlined in this MOU.

**For APSRC:**

Name: Scott Smith

Title: Executive Director, APSRC

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This Memorandum of Understanding is executed and effective as of the last date signed above.