

**MOVE ON WHEN READY HIGH SCHOOL/HOME STUDY
PROGRAM PARTICIPATION AGREEMENT
2015-2016**

_____ High School/Home Study (the "High School/Home Study")

Insert High School/Home Study Name

located at _____, _____, Georgia and the Georgia Student Finance Authority,

Insert High School/Home Study Address

whose address is 2082 East Exchange Place, Tucker, Georgia 30084 (the "GSFA") enter into this agreement to set forth the terms and conditions pursuant to which the High School shall participate in the Move on When Ready Program (the "MOWR Program") pursuant to O.C.G.A. §20-2-161.3.

WHEREAS, the High School/Home Study is a High School organized and existing under the laws of the State of Georgia as defined by O.C.G.A. § 20-2-161.3(a)(4) or a Home Study program operated pursuant to O.C.G.A. § 20-2-690;

WHEREAS, GSFA is a public authority of the State of Georgia responsible for the administration of the MOWR Program;

WHEREAS, the MOWR Program provides for participation in Dual Credit Enrollment for Eligible High School and Home Study students. These students earn postsecondary credit hours and simultaneously meet their high school graduation or Home Study completion requirements as Dual Credit Enrollment students; and

WHEREAS, both parties desire that the High School/Home Study participate in the MOWR Program.

NOW, THEREFORE, in exchange for the mutual covenants and other good and valuable consideration set forth herein, the parties do hereby agree as follows:

1. Term of the Agreement. The term of the Agreement shall begin on July 1, 2015 and terminate on June 30, 2016. This Agreement covers Fall 2015-Spring 2016 terms.
2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as set forth in the Move on When Ready Program Regulations.
3. The High School/Home Study agrees to:
 - a. Participate in the MOWR Program in accordance with this Agreement, the MOWR Program Regulations, all applicable federal, state, and local laws, rules and regulations;
 - b. Furnish program information and materials, provided by the Georgia Department of Education, to each eighth (8th) grade student at the time he or she is developing his or her individual graduation plan;

- c. Provide general program information regarding the MOWR Program to all high school/home study students no later than February 1st of each year;
- d. Provide counseling services to interested students and their parents/guardians before enrolling in the MOWR Program;
- e. Obtain written consent of a parent or guardian to allow the student to participate in the MOWR Program;
- f. Agree to accept toward state, local, or high school graduation or Home Study completion requirements, the postsecondary credit of an eligible MOWR Program student who successfully completes an approved course at an Eligible Postsecondary Institution;
- g. Record on the student's high school or Home Study transcript each approved course name, grade, and amount of credit hours and course unit credits earned for each course taken as required in the MOWR Program Regulations;
- h. Annually execute a Move On When Ready High School/Home Study Program Participation Agreement agreeing to abide by MOWR financial and program requirements;
- i. Comply with the MOWR Program Regulations, as amended or modified from time-to-time, and to comply with such instructions as may be issued from time-to-time by GSFA, including instructions contained on administrative forms and procedures, Dear Colleague Letters and School Updates for use in the administration of the MOWR Program; and
- j. Comply with all applicable federal and State of Georgia privacy and data security laws pertaining to proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information, including, but not limited to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), pertaining to the High School/Home Study and the students.

4. GSFA agrees to:

- a. Comply with all applicable federal and State of Georgia privacy and data security laws pertaining to proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information, including, but not limited to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), pertaining to the High School/Home Study and the students; and

- b. Notify and instruct the High School/Home Study of any changes to the MOWR Program through correspondence, such as operational memorandums, email notification, electronic bulletins, Dear Colleague Letters and School Updates.

5. General Terms and Conditions

- a. Termination of Agreement. This Agreement may not be terminated during the term of the Agreement.
- b. Breach. In the case of a breach of this Agreement by the High School/Home Study, GSFA has the right to terminate the Agreement in writing with a thirty (30) day notice. Should the Agreement be terminated during an academic term, any students participating in the MOWR Program shall be allowed to complete the academic term pursuant to the terms of this Agreement. Further, any breach of this Agreement by the High School/Home Study may negatively affect the ability of the High School/Home Study to participate in the MOWR Program in future years.
- c. Assignability. The High School/Home Study shall not assign, subcontract, transfer (whether by assignment or novation) the work, services or any interest in this Agreement without the prior written consent of GSFA thereto.
- d. This Agreement shall be governed by the laws of the State of Georgia.
- e. This Agreement shall not be construed so as to create a partnership or joint venture between the High School/Home Study and the State of Georgia or any of its agencies.
- f. Notices. All notices required under the terms of the Agreement shall be sent as follows:

Institution:

High School/Home Study Name:

Address:

Phone:

Email:

Attention:

GSFA:

Georgia Student Finance Authority

2082 E. Exchange Place

Suite 200

Tucker, Georgia 30084

Phone:

Email:

Attention:

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement as of the ____ day of _____, 20__:

By: _____

Name:

Title:

High School/Home Study:

By: _____

Tricia Chastain

President

Georgia Student Finance Authority

Georgia Department of Education Home Study Number (where applicable): _____

Signature Instructions: This agreement should be signed by a person with the authority to bind the High School/Home Study, generally the Principal.