

MEMORANDUM OF UNDERSTANDING BETWEEN (AGENCY) AND THE NYE COUNTY SCHOOL DISTRICT REGARDING THE PRODUCTION OF EDUCATION RECORDS

This Memorandum of Understanding (“MOU”), is entered into this ____ day of _____, 20__, between _____, an agency providing child welfare services to children in Nye County, Nevada (“Agency”), and the Nye County School District, a political subdivision of the State of Nevada pursuant to NRS 386.010 (“NCSD” or “District”), with regard to the request made by Agency to the NCSD for a copy of educational records maintained by the NCSD pertaining to _____ (“Student”), a student of the NCSD.

I. RECITALS

A. Agency provides child welfare services in Nye County, Nevada and is responsible for the supervision of the Child Welfare Case Plan (“Case Plan”) for _____ (“Student”), which plan is maintained by Agency.

B. Student, attends school at _____ (Elementary/Middle/High) School, a school within the jurisdiction and control of the NCSD.

C. NCSD is responsible for maintaining the educational records of Student and for ensuring the educational records of Student remain confidential and private in accordance with Nevada law, as well as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g.

D. Nevada law allows a public school district, such as the NCSD, to release educational records, including electronically maintained educational records, held by the District for a student within the District upon request from an agency responsible for the student’s welfare.

E. On _____, 20__, Agency requested the educational records of Student. Based on the foregoing, including the request for education records, NCSD agrees to release the requested education records of Student to Agency based on the terms of this MOU set forth below.

II. TERMS

1. The educational records released by NCSD to Agency shall be used by Agency solely for the purposes of assisting in the development, modification, termination or other amendment to the Case Plan for the Student, and shall only be used for those purposes specifically authorized and set forth in FERPA, 20 U.S.C. § 1232g.

2. Agency acknowledges and agrees the educational records disclosed by NCSD shall

not be used for any other purpose, other than those specified in paragraph 1, above. Any breach of this paragraph or misuse of the educational records by Agency shall result in the immediate revocation of this MOU and the simultaneous revocation of Agency's right to request educational records for Student in the future as more fully stated in paragraph II, 4., below.

3. Agency agrees that all employees or agents of Agency who use or come into contact with the educational records requested by Agency shall have first received appropriate training with respect to the use of student education records under FERPA. Suggested resources for obtaining training for Agency's employees includes the materials which may be found on the United States Department of Education website, www.ed.gov, as updated and revised from time to time.

4. Agency acknowledges that any failure of Agency to abide by the provisions of this MOU shall prohibit Agency from future use of the educational records produced by NCSD. In such an event Agency agrees to return any and all copies, including electronic copies of all educational records produced by NCSD pursuant to Agency's request to NCSD, and Agency further agrees to hold NCSD harmless from any and all claims made or brought by the Student, Student's parents or guardians, or any other person acting in an official parental capacity to the Student, regarding a breach of Student's confidentiality rights or any other rights that may be asserted by Student against the District.

Dated this _____ day of _____, 20__.

Agency

By:

Its: _____

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Dated this _____ day of _____, 20__.

Nye County School District

By:

Its: _____

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