EDUCATIONAL SERVICE DISTRICT 112

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DEPARTMENT OF COMMUNITY SERVICES

2014-MH-25

Memorandum of Understanding (MOU)

Educational Service District 112 Student Threat Assessment Program Memorandum of Understanding with Community Partners

I. Background

The Student Threat Assessment Program is comprised of representatives from participating school districts, Educational Service District 112, as well as public and non-profit agencies and departments (Members). Members that participate in the Student Threat Assessment Program are volunteers or contracted consultants who are sharing their expertise to assist school districts in their function as protectors of the health and safety of students.

II. Purpose & Scope

This Memorandum of Understanding (MOU) is an expression of intent among participants to build a student threat assessment program. It is understood that each Member's first responsibility is to the best interests of their own organization, provided that in no case will the confidentiality of information that is obtained as a result of the Member's participation in the Student Threat Assessment Program be compromised in furtherance of a Member's best interests. It is also understood that the agency representatives acting as a team, have no authority to develop, issue or disseminate policy or procedure that is in any way binding or contractual upon any of the participating Members. However, since each Member also shares a responsibility to the other Members and to the success of the team's objectives, each Member agrees to the following responsibilities.

III. Members responsibilities under this MOU

1. To keep the Member's administrative authority fully advised of the team's activities in a manner satisfactory to the administrative authority and in a manner that accurately reflects the value that the team represents.

2. To strictly comply with matters of confidentiality in a manner consistent with the Member's own agency policies and rules dealing with confidential material and as required under HIPPA, FERPA and any other applicable state or federal law. (See HIPAA and FERPA, restrictions that follow)

3. To act as a volunteer or contracted consultant that is providing services to a school district as a "school official" with a legitimate educational interest in the context of the Student Threat Assessment Program. (See FERPA restrictions)

4. To attend and satisfactorily complete at least one hour training course approved by the Student Threat Assessment Program coordinator. This training may be provided by the team or through an outside source.

5. To continue to pursue additional training and knowledge in the area of threat assessment and management and share this information with other team members.

6. Be available for emergency consultation when situations might deem it necessary.

7. To immediately report to the team any situations regarding conflicts of interest between the business of the team, the member, or with the member's organization.

8. To ensure that each agency consistently provides the same personnel and the designated representatives have the ability to make recommendations.

9. To be sensitive to other participating agency issues, such as: jurisdictions, chains of command, agency business and policy, media and public perception.

10. To ensure the agency has an adequate amount of insurance at its own expense.

11. While a member of the team, to not seek or accept personal gain resulting from either the training or knowledge inherent in being a team member. This prohibition does not include the member's salary and/or employment wages received from the member's participating agency, or reimbursements for travel or other expenses the member might incur as the result of attending or presenting trainings relating to team membership. Exceptions to this restriction are permitted only with the knowledge and authorization of the entire team and the member's agency and only when such a situation would benefit the team and its participating agencies.

IV. Restrictions

HIPAA Restrictions:

Possible disclosure to avert imminent threat. All parties to this memorandum of understanding acknowledge that many of the parties are subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191. In order for the parties to perform threat assessments under this agreement, it is may be necessary for some parties to make available without written authorization certain protected health information protected by the HIPAA privacy rule. "Protected health information" has the same meaning as the term in 45 CFR 164.501, but is limited to information created or received by a party on behalf of another party to this agreement. HIPAA requires protected health information to be afforded special treatment and protection. The information can be used or disclosed only in accordance with the HIPAA Privacy Rule. In accordance with the HIPAA Privacy Rule, all parties to this agreement agree to use or disclose protected health information obtained under this agreement only with the authorization of the party who disclosed the information unless otherwise authorized by the HIPAA Privacy Rule. For example, a covered entity may use or disclose protected health information if the covered entity, in good faith, believes it is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public. Any such disclosure must be to a person reasonably able to prevent or lessen the threat, which could include the target of the threat. The disclosure must be limited to minimum amount of information necessary to avert the threat.

FERPA Restrictions:

All parties to this memorandum of understanding acknowledge that the participating school district is governed by the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and 34 CFR 99, which governs the disclosure of personally identifiable information in protected education records. Education records mean (1) materials that contain information directly related to a student; and (2) materials that are maintained by an educational agency or institution or by a person acting for such agency or institution. FERPA requires education records, and personally identifiable information

obtained from education records, be afforded special treatment and protection. Education records and personally identifiable information can be used or disclosed only in accordance FERPA. Member agrees not to disclose information obtained as a result of the Member's participation in the Threat Assessment Program except when specifically authorized by FERPA. In accordance with FERPA, all Members agree to use or disclose information obtained as a result of the Members' participation in the Threat Assessment Program only when: (i) authorized by the school district that has primary responsibility to serve the student, (ii) the Member is fulfilling Member's functions as a school official with a legitimate educational interest, (iii) the Member has the parent and/or students written consent, or (iv) when it is reasonably necessary to protect any person from an immediate risk to the person's health or safety. When information is disclosed to protect a person's health or safety, the disclosure must be made to a person reasonably able to prevent or lessen the threat, which could include the target of the threat. The disclosure must be limited to the minimum amount of information necessary to avert the threat.

V. Effective Dates and Signatures

This MOU shall be effective upon the signatures of authorized officials of participating agencies. It shall be in force from **August 1, 2013** to **August 31, 2014**. The authorized official's signatures indicate agreement with this MOU by their signatures.

FOR CLARK COUNTY:

Bill Barron, County Administrator

7/16/13

Date

APPROVAL AS TO FORM ONLY:

Deputy Prosecuting Attorney

FOR ESD 112:

ESD Superintendent

7-31-13

Date