

**Clark County Schools' Student Threat Assessment Program
Memorandum of Understanding with the Clark County Regional Support Network
(CCRSN)**

Since the Clark County Schools' Student Threat Assessment Program, under the auspices of Education Service District 112, is comprised of representatives from participating school districts, agencies and departments, it is understood that each member's first responsibility is to the best interests of their own organization. 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 agencies. 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:

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. Strictly comply with matters of confidentiality in a manner consistent with the member's own agency policies and rules dealing with confidential material. (See HIPAA Restrictions, #11 below)
3. To attend and satisfactorily complete a one hour training course approved by the Clark County Schools' Student Threat Assessment Program. This training may be provided by the team or through an outside source.
4. To continue to pursue additional training and knowledge in the area of threat assessment and management and share this information with other team members.
5. To attend scheduled meetings responsibly and be available for emergency consultation when situations might deem it necessary. Meetings will not exceed three hours per month.
6. 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.
7. To ensure that each agency consistently provides the same personnel, and the designated representatives have the ability to make recommendations.
8. To be sensitive to other participating agency issues, such as: jurisdictions, chains of command, agency business, media, and public perception.
9. To ensure the agency has an adequate amount of insurance at its own expense.
10. 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

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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.

11. **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 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.

12. **FERPA restrictions; possible disclosure to avert imminent threat.** All parties to this memorandum of understanding acknowledge that the participating school district is governed by the Family Educational Rights and Privacy Act that governs the disclosure of protected student records. Student 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. The disclosure of personally identifiable information has been deemed by the participating school district administration to be in connection with an emergency and necessary in good faith to protect the health and safety of the student and/or other individuals. 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.

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Any protected information received by parties present at the threat assessment meeting cannot be removed from the meeting without the express consent of the student's parent or guardian.

FOR CLARK COUNTY:

Pelle Barnea

10/18/11
Date

APPROVED AS TO FORM ONLY:

[Signature]
Deputy Prosecuting Attorney

Judith Hooyen
CCRSN Staff Participant
Judy Hooyen

FOR ESD 112:

[Signature]
Signature

Supt
Title

9/30/2011
Date