

Washoe County School District Subaward Agreement

RECITALS:

THIS AGREEMENT is made by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, by and through the Washoe County Department of Social Services, herein referred to as "County," and Washoe County School District, herein referred to as "SUBRECIPIENT."

W I T N E S S E T H

WHEREAS, the County has determined there is a need to maintain foster children and youth in their out of zone enrollments.

WHEREAS, the County has reviewed the transportation services which can be provided by the SUBRECIPIENT and found that obtaining the services will be beneficial to fulfilling the needs of foster children in Washoe County; and

WHEREAS, the County and the SUBRECIPIENT desire to enter into a formal agreement setting forth their responsibilities and liabilities in regard to provision of such services.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows.

1. PURPOSE OF THE SUBAWARD/SUBAWARD DUTIES

The purpose of the Subaward and this Subaward Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by SUBRECIPIENT pursuant to this Subaward Agreement as outlined in Exhibit B, Protocol for Servicing Children in Foster Care with the SUBRECIPIENT. This subaward is solely for the purpose of providing school transportation for children in foster care and will not be used for research and development.

2. RESPONSIBILITIES OF COUNTY

County agrees to:

- A. Provide funding to SUBRECIPIENT in accordance with this Subaward Agreement and Federal, state and local laws.
- B. Monitor SUBRECIPIENT to ensure the Subaward is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

3. RESPONSIBILITIES OF SUBRECIPIENT

SUBRECIPIENT agrees to:

- A. Ensure the funds subject to this Subaward Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as

well as the federal terms and conditions of the grant award.

- B. Submit monthly Requests for Funds Reimbursement.
- C. Make records available to County, Nevada Department of Health and Human Services, federal agencies, and other authorized governmental agencies for review, audit and investigation. Records must include sufficient detail to disclose:
 - 1. Services provided to program participants;
 - 2. Costs for providing services.

4. TERM

This Subaward Agreement will be in effect retroactively, from July 1, 2020 through June 30, 2021.

5. COMPENSATION

- A. The County shall pay the SUBRECIPIENT a portion of the eligible federal share of WCSD Transportation Department's established cost based per mile rater as reimbursement of expenses to maintain foster students in their out of zone enrollments. The actual reimbursement amount will be based on the calculation of prior quarter eligible participants, the corresponding Federal Medical Assistance Percentage (FMAP) and the percentage of students who are eligible for support under Title IV-E funds in the claiming quarter.
- B. Payment will be made to SUBRECIPIENT on a cost-reimbursement basis. Invoices shall be numbered, dated, reference this Subaward Agreement, show the cost incurred by cost per student for the billing period and in cumulative amount to date. One hundred percent of supporting documentation must be submitted with each invoice. All invoices must be submitted to HSA-GrantsTeam@washoecounty.us.
- C. As a SUBRECIPIENT of federal funds, SUBRECIPIENT hereby specifically acknowledges its obligations relative to the funds provided under this Subaward Agreement pursuant to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable to SUBRECIPIENT under federal, state and local laws, including, but not limited to:
 - 1. Standards for financial management systems:
SUBRECIPIENT will comply with the requirements in 2 CFR 200, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.

- D. No indirect costs are included in the Federal award, or the sub-grant award.

6. MONITORING AND ACCESS TO RECORDS

SUBRECIPIENT shall allow duly authorized representatives of County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- a. Whether the objectives of the program are being achieved;

- b. Whether the program is being conducted in an efficient and effective manner;
- c. Whether management control systems and internal procedures have been established to meet the objectives of the program;
- d. Whether financial operations of the program are being conducted properly;
- e. Compliance with provisions of Federal and State laws and regulations, and this Agreement.

County will monitor Sub-Grantee activities to ensure that the Federal dollars are used for authorized purposes in compliance with the Federal program laws, regulations, and grant agreements, and ensuring that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:

- a. Reporting: Reviewing financial and performance reports submitted by Sub-Grantee.
- b. Site Visits: Performing visits to Sub-Grantee offices or program sites to review financial records, programmatic records, and observe operations.
- c. Regular Contact: Regular contacts with Sub-Grantee and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized County program administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of Sub-Grantee, which are pertinent to the grant, in order to make audit, examinations or excerpts, and transcripts. Records must be retained for a period of three years from the time of grant closeout notice.

7. TERMINATION

The County or the SUBRECIPIENT may terminate this Agreement with or without cause. Termination shall become effective 15 days after a written Notice of Termination is sent via United States Postal Service by either party addressed to the other party. Actual notice means receipt of a written Notice of Termination. The Notice must be served at the following addresses:

COUNTY: Washoe County Human Services Agency
Attn: Amber Howell
350 S Center Street
Reno, NV 89502

SUBRECIPIENT: Washoe County School District
425 E 9th Street
Reno, NV 89512-2800

- A. If a termination is made pursuant to this Agreement, a final invoice/report of the type described in section five this agreement, must be immediately prepared by the SUBRECIPIENT within seven days after the effective date of the termination setting forth all services provided by the SUBRECIPIENT after its last invoice/report and before the effective date of the cancellation.
- B. After approval of the final invoice/report in the manner provided in section five of this agreement, the County shall pay to the SUBRECIPIENT any amounts owed under section five of this agreement for services actually provided prior to the effective date of termination.

8. ASSIGNMENT/DELEGATION

The rights and obligations of each party to this Agreement are not assignable. An assignment or delegation of any rights or obligations hereunder is a material breach of this Agreement.

9. WAIVER

A waiver of any breach of any provision of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

10. MERGER/AMENDMENT

This Agreement, together with the attached Exhibit A Notice of Subaward and Exhibit B Protocol for Serving Children in Foster Care embodies the entire understanding of the parties and there are no terms, covenants or conditions other than those set forth herein. Any modification of the terms of this Agreement must be in writing executed by other parties with the same formality with which this Agreement was executed.

11. FUNDING OUT CLAUSE

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Agreement, County will immediately notify the SUBRECIPIENT or its assignees of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Both parties expressly understand that the term of this Agreement requires such a provision pursuant to NRS 244.320.

12. AUTHORITY

The person executing this Agreement on behalf of the SUBRECIPIENT certifies that he/she has the power and authority to bind the SUBRECIPIENT to the terms and conditions of this Agreement.

13. COMPLIANCE WITH LAWS

The SUBRECIPIENT agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

14. LIMITED LIABILITY

County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases.

15. INDEMNIFICATION

To the fullest extent permitted by law, SUBRECIPIENT shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of SUBRECIPIENT, its officers, employees and agents for this Agreement.

15. BYRD ANTI-LOBBYING AMENDMENT

The SUBRECIPIENT agrees to conform to the regarding Influence/Lobbying Requirements as set forth in the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352.

16. EQUAL OPPORTUNITY EMPLOYMENT

The SUBRECIPIENT will not discriminate against any employee or applicant for employment or individual receiving the benefit of SUBRECIPIENT services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). SUBRECIPIENT will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.

17. VIETNAM VETERANS

The SUBRECIPIENT agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

18. CLEAN AIR ACT

The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401-7671q and the federal Water Pollution Control Act as amended 33 U.S.C. 1251-1387.

19. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The SUBRECIPIENT certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any other offenses enumerated in (b) above;
- D. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- E. Understands that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.
- F. Subgrantee agrees to notify Washoe County within 30 days if debarred by any governmental entity during the Agreement period.

20. AMERICANS WITH DISABILITIES ACT

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

21. HATCH ACT

Neither SUBRECIPIENT program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

22. DRUG FREE WORKPLACE REQUIREMENTS

The SUBRECIPIENT agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. SUBRECIPIENT certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- D. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such convictions;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;
 - 3. Taking appropriate personnel action against such employee, up to and including termination; or
- G. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- H. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

23. GOVERNING LAW/MISCELLANEOUS.

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Contract shall be held or declared void or illegal for any reason, all other provisions of this Agreement which can be given effect without such illegal provision shall nevertheless remain in full force and effect. The section headings in this Agreement are intended solely for convenience, they are not part of this Agreement and shall not affect its construction.

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

COUNTY OF WASHOE

WASHOE COUNTY SCHOOL DISTRICT

By: _____
Purchasing and Contracts Manager

By: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Notice of Subaward

(To be attached)

Exhibit B

MEMORANDUM OF UNDERSTANDING

FOR

Protocol for Serving Children in Foster Care

Revised September 2020

between

Washoe County Human Services Agency (WCHSA)

and

Washoe County School District (WCSD)

Mission Statement

By eliminating barriers to their education, WCSD & WCHSA will provide children in foster care the opportunities to achieve the same high-quality academic standards expected of all children in the community.

Many children who enter foster care are already behind academically. They often have learning or other disabilities that have not been detected and possibly carry the physical and emotional scars of abuse and neglect that brought them into foster care. Many of the foster children continue to miss school because of difficulties with school record transfer, medical appointments, and mandated court appearances. Molly Herzog, director of Project People, observed that thirty-five percent of foster youth have experienced four or more school changes and studies show each school move results in a four to six month loss of educational progress.

The purpose of this protocol is to promote educational outcomes for foster youth and applies to all children in the custody of Washoe County Human Services Agency.

Note: Nothing in this protocol shall limit any rights under the Individuals with Disabilities Education Act of a student with a disability.

Children in Foster Care Goals

In response to the needs of children who are temporarily displaced from their home due to abuse or neglect, the WCSD and WCHSA agree to the following:

- To collaborate in a manner that supports the best interest of the child;
- To ensure that a foster child's educational, emotional, and behavioral information are conveyed mutually between personnel within the parameters of confidentiality;
- To ensure that WCSD personnel are aware of each school-aged foster child and his or her specific needs;
- To facilitate a child's school enrollment, transportation (in the student's best interest), nutrition, and health services in a timely manner;
- To coordinate services to meet the special needs of foster children; and
- To develop and implement strategies that encourage socialization and success within a caring school environment.

Definition of Foster Care

Based on Nevada Administrative Code ("NAC") 432B.017, the term "foster care" means any out-of-home placement of a child. The term includes:

1. The placement of a child into:
 - (a) A family foster home, as that term is defined in [NRS 424.013](#);
 - (b) A group foster home, as that term is defined in [NRS 424.015](#); or
 - (c) Any other similar institution having the appropriate qualifications and facilities to provide the necessary and desirable degree and type of care to the child.
2. The placement of a child with a relative other than the relative who had a legal responsibility for providing a home for the child before the child was placed into the custody of the agency which provides child welfare services.
3. An independent living arrangement approved by the agency which provides child welfare services in accordance with [NAC 432B.410](#), made by the agency which provides child welfare services for a child in the custody of the agency which provides child welfare services pursuant to [NRS 127.050](#) or [432B.550](#), or for whom the agency which provides child welfare services is responsible pursuant to [NRS 432B.360](#). (Added to NAC by Div. of Child & Fam. Services by R221-97, eff. 6-5-98; A by R045-02, 7-23-2002)

Children in Foster Care Procedures

WCHSA educational liaison, social workers and WCSD foster care liaison will work together and support the following goals:

- Monitor documents and procedures for adherence to the guidelines established herein;
- Develop program goals, objectives and procedures for serving foster children's educational needs;
- Work with foster children and school staff, in order to ease barriers to school enrollment; and
- Promote school success for foster children.

WCSD will ensure, through the director of the Intervention Department, that each school will:

- Collaborate effectively with the district foster care liaison to implement the Protocol for Serving Children in Foster Care;
- Use the UNITY Foster tab in Infinite Campus to identify foster children;
- Ensure the inclusion of WCHSA staff in collaborative meetings and planning, when appropriate;
- Prioritize securing evaluations and educational assessments for foster youth who present adjustment, developmental, or educational issues indicating services for special needs; and
- Provide school records per the Uninterrupted Scholars Act ("USA"), Public Law 112-278, which "(...) permits educational agencies and institutions to disclose a student's educational records, without parental consent, to a caseworker or other representative of a State of local child welfare agency or tribal organization (...)."

WCHSA will:

- Collaborate with the WCSD foster care liaison regarding the Protocol for Serving Children in Foster Care;
- Ensure staff participation in collaborative meetings and planning, as appropriate;
- Provide updated data weekly to WCSD to inform the UNITY Foster Tab;
- Communicate with school staff regarding placement changes and transition needs;
- Provide schools with documents as appropriate and requested, including court orders establishing custody.

School Enrollment Procedures

Per the WCSD Enrollment Policy Manual, each school will comply with the following procedures for enrolling foster children without delay:

- **Communication:** WCHSA personnel will provide the school with the identity of the child's foster parent and any visitation restriction that might be in place. At the time a foster child is to be enrolled to a school, the appropriate school administration and/or registrar will be notified, and the registration process will be completed so that the child may begin school immediately.
- **Attendance zone:** Per Nevada Revised Statutes ("NRS") 388E.105, a foster child is not bound by zoning requirements as it is presumed to be in the best interest of the child to continue to attend their school of origin. Therefore, WCSD foster children will start each school year in their school of origin or the school to which their school of origin would naturally matriculate.
 - Pursuant to NRS 388E.045, a child's "school of origin" is defined as the public school in which a child was enrolled at the time that the child was placed in foster care or the school in which a child who is in foster care is enrolled at the time of the most recent change in the placement of the child.
 - WCHSA, to the extent feasible, will keep children/youth in their school of origin, unless it is against the best interest of the child. Consideration will be made regarding the number of times the foster child has transferred schools and the success they have experienced in their current school. If WCHSA believes that it is in the best interest of the student to attend a school other than the student's

school of origin or school last enrolled, the social worker or Educational Liaison will contact the receiving school and the school of origin and include the WCSD foster care liaison. WCSD procedures will apply.

- Birth certificates, immunizations, and school records: WCHSA will provide all available documentation to the school as soon as possible, but WCSD will enroll a foster child immediately, even without immunization or identification documentation. The school district will assist workers in securing a foster child's school records as needed. If a birth certificate is not available, a court document is acceptable.

School Tracking

WCHSA and WCSD staff recognize that shared communication regarding a foster child's success in school is important. WCHSA staff will request student information, as needed, and WCSD staff will facilitate the completion of said request. Selected trained, approved, and supervised employees of WCHSA will have User Rights for Infinite Campus as administered by WCSD.

Transportation

When determined to be in the best interest of the student by WCHSA, a foster student whose removal has caused a move from one attendance zone to another may attend their original school. The WCSD's transportation department will utilize all available resources to transport foster students.

The WCSD and WCHSA jointly consider the "best interest of the student" as:

- (a) *The preferences of the child;*
- (b) *The educational success, stability, and achievement of the child;*
- (c) *Any individualized education program or academic plan pertaining to the child;*
- (d) *The status of the child as an English language learner;*
- (e) *The health and safety of the child;*
- (f) *The availability of necessary services to the child at the child's school of origin; and*
- (g) *The placement of the child's siblings, if any.*

Note: The WCSD and WCHSA will collect data on the outcome of said requests.

Pursuant to Every Student Succeeds Act ("ESSA"), Public Law 114-95, WCHSA will utilize Title IV-E funds (CFDA number 93.658) as available and appropriate for the partial reimbursement of WCSD Transportation Department expenses to maintain foster students in their out of zone enrollments. Title IV-E funds are available to cover out of zone transportation costs for foster children who meet Title IV-E eligibility criteria. The federal funds requested will be for 50% of the eligible costs as submitted by WCSD. The offsetting 50% must be "matching" funds in the WCSD budget that are not federal funds or utilized as matching funds for any other funding source. Due Dates: All WCSD invoices for the cost of, and back up for, out of zone transportation services for foster children must be received by WCHSA no later than the 15th of the month following the service month being billed. The amount to be reimbursed quarterly shall

be based on actual costs reported monthly by WCSD to WCHSA and corresponding funds received by WCHSA. WCHSA shall absorb all administrative costs incurred through the processing of Title IV-E reimbursements to WCSD.

This shared funding agreement supports the following ESSA guidelines dated June 23, 2016 and codified into NRS 388E pursuant to the passage of AB491, effective July 1, 2017:

- Transportation procedures must:
 - Ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with the child welfare agency's authority to use child welfare funding for school of origin transportation.
 - Ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the Local Educational Agency ("LEA") will provide transportation to the school of origin if:
 - The local child welfare agency agrees to reimburse the LEA for the cost of such transportation; or
 - the LEA agrees to pay for the cost of such transportation; or
 - the LEA and the local child welfare agency agree to share the cost of such transportation.

Duration of Transportation

Transportation will be provided for the duration of the child's time in foster care if it continues to be in the child's best interest. A redetermination that it remains in the youth's best interest to remain in their school of origin at the start of a new school year may be conducted collaboratively by WCSD, WCHSA, and any other relevant parties (AB491 Section 8.1)

Nutrition Services

Per WCSD's policy for serving children in foster care, a student will be directly certified if the student is in foster care and the foster care placement form has been provided to the school upon enrollment of the student.

- The foster care placement form will be given to the site cafeteria manager for manager approval. The cafeteria manager will add the student to a generic "Free/Reduced" lunch list in order for the student to receive immediate free meal benefits.
- Nutrition Services will provide free meals to foster children at the school site, provided the foster care placement form has been provided to the school.

Health Services

Every effort should be made to reduce duplication of immunizations. Dates for immunizations and boosters will be diligently sought by WCHSA staff and made available to schools in a timely manner. WCHSA case managers will provide all available immunization information to the school for each foster child in their care.

Counseling and Personal Adjustment

Issues related to personal adjustment are the responsibility of all who come into regular contact with the foster student, including the student's counselor, social worker, and teacher(s). To this end, WCHSA and WCSD will develop a team approach to ensure that a foster child's educational, emotional, and behavioral well-being is nurtured and supported. The team may include parents, foster parents, the principal, the child's teacher(s), WCSD foster care liaison, counselor, school nurse, CASA, WCHSA Educational Liaison and social worker, or other professionals as deemed appropriate by the team. The team will review the student's circumstances and its effects on the child's performance in school in an effort to address issues that might prove to be barriers to the child's adjustment and school performance.

Communication and Collaboration

WCHSA and WCSD liaisons will:

- offer trainings and learning materials related to special needs of foster children;
- coordinate and/or attend problem-solving meetings as deemed necessary (review protocol); and
- to the extent feasible and appropriate, coordinate services to meet the educational and developmental needs of foster children.

Note: Reports of the protocol will be made to the appropriate community partners as appropriate.

MOU Review and Revision

WCHSA and WCSD will agree to review this MOU biennially through a written agreement. During this process, WCHSA and WCSD will review and make agreed upon changes based on program needs and changing educational related state and federal mandates that impact children in foster care.

Student Confidentiality

WCHSA and WCSD acknowledge that the WCSD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA") and all other applicable student privacy laws. WCHSA is receiving student information in compliance with the requirements and exceptions outlined in FERPA and acknowledges the duty to comply with said law and regulations. WCHSA agrees to safeguard student information, including not distributing or marketing personally identifiable student information to any third party unless required by law

Protocol for Serving Children in Foster Care

Revised September 2020

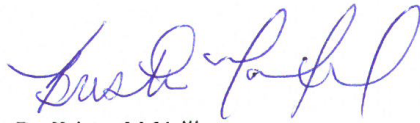
between

Washoe County Human Services Agency (WCHSA)

and

Washoe County School District (WCSD)

The protocol is agreed upon as written and revised on _____ by:



Dr. Kristen McNeill
Superintendent
Washoe County School District (WCSD)

DATE

9/22/2020



Amber Howell
Director
Washoe County Human Services Agency (WCHSA)

DATE

9.18.2020