

MEMORANDUM OF UNDERSTANDING
Between The
LEMOORE UNION HIGH SCHOOL DISTRICT
And The
SANTA ROSA RANCHERIA DEPARTMENT OF EDUCATION

The Lemoore Union High School District (“District”) and the Santa Rosa Rancheria Department of Education (“SRR”) hereby enter into the following Memorandum of Understanding (“MOU”) concerning their working partnership to achieve tribal students’ success and for purposes of complying with the Family Educational Rights and Privacy Act’s (“FERPA”) use and disclosure provisions as set forth in Title 20 of the United States Code, Section 1232g(b)(1)(L) and restated in Education Code Section 49076(a)(1)(N).

RECITALS

WHEREAS, Santa Rosa Rancheria is a federally recognized Indian tribe, located in the County of Kings, State of California; and

WHEREAS, certain District tribal students are represented by SRR to serve their legitimate educational interests; and

WHEREAS, FERPA protects the disclosure of student educational records and generally requires written parental consent prior to disclosure, unless there is an exception to the parental consent requirement;

WHEREAS, certain District students’ parents or guardians, by completing, signing, and executing their respective SRR Academic Assistance Authorization forms, have consented to the District’s sharing of student educational, behavioral, and attendance information with the SRR; and

WHEREAS, pursuant to Title 20 of the United States Code, Section 1232g(b)(1)(L) and Education Code Section 49076(a)(1)(N)(i), FERPA permits access to student records relevant to a legitimate educational interests of a tribal organization, as defined by Section 450b of Title 25 of the United States Code, that has legal responsibility, in accordance with state or tribal law, for the care and protection of tribal students.

NOW THEREFORE, the parties hereby agree as follows:

1. **Truth of Recitals.** The foregoing recitals are true and correct.
2. **Purpose.** The SRR will use the information and records received from the District for the legitimated educational interests of each of the SRR-represented District students.
3. **Scope.** The scope of this MOU is limited to those SRR-represented District students who have completed SRR Academic Assistance Authorization forms at the onset of each school year.
4. **Duration.** The duration of this MOU will be for the term of July 1, 2016 to June 30, 2017, subject to annual evaluations and renewals, as required by the MOU.
5. **SRR School Site Mailbox.** The SRR will be provided a school site mailbox at Lemoore Union High School (“School”) to receive educational documents concerning SRR-represented District students.
6. **Suspensions.** A School site administrator will inform the SRR Liaison Supervisor of any student suspension by telephone or email.

7. **Referrals for Expulsion.** A School site administrator will inform the SRR Liaison Supervisor of any student referral for expulsion in person, by telephone, or by email.

8. **Student Study Team Meetings.** The SRR will contact Lemoore Union High School via the SRR Liaison, and the School will provide a current list of SST/504 students to the Liaison.

9. **IEP Meetings.** The School will place copies of the Individualized Educational Program (“IEP”) notification forms in the School’s SRR school site mailbox or hand them to the SRR Student Liaison.

10. **Attendance.** The SRR will obtain SRR-represented District students’ school attendance from the school site secretary/clerk.

11. **Grades.** The SRR will obtain grades for 9th to 12th grade SRR-represented students from the District’s student data system. Teachers will post grades, attendance, and discipline actions or behaviors. Teachers will also work with the SRR Liaisons to provide weekly student academic updates through the parental portal. The School will provide the SRR Liaison with SRR-represented students’ grades at the end of each grading progress report.

12. **Nondisclosure of Records/Information to Third Parties.** SRR shall not disclose student records or the personally identifiable information contained in those records other than to representatives of SRR with legitimate educational interests.

13. **Entire Agreement.** This MOU constitutes the entire agreement between the District and SRR and supersedes all prior negotiations, representations, or other agreements, whether written or oral.

DATED: September __, 2016



Debbie Muro, Superintendent
Lemoore High School District Representative

DATED: September __, 2016



[FULL NAME, TITLE]
Santa Rosa Rancheria Education Director

DATED: September __, 2016



[FULL NAME, TITLE]
Santa Rosa Rancheria Assistant Director