



Pokégnek Bodéwadmik • Pokagon Band of Potawatomi

Department of Education

Box 180 • 58620 Sink Road • Dowagiac, MI 49047 • www.PokagonBand-nsn.gov
(269) 782-0887 • (888)330-1234 toll free • (269) 782-0985 fax

**CONSENT TO DISCLOSE EDUCATION RECORDS TO POKAGON BAND OF POTAWATOMI INDIANS
DEPARTMENT OF EDUCATION AND AUTHORIZATION TO PHOTOGRAPH**

STUDENT

2019-2020

Name _____ Academic Year _____ Grade _____ Birthdate _____ Age _____ Sex _____
Street _____ City/State/Zip Code _____ Tribal ID#/Tribal Affiliation _____

PARENT (complete if the student is under 18 years of age)

Name _____ Is primary guardian a tribal citizen? **Yes/No**
Street _____ City/State/Zip Code _____
Phone Number _____ Email Address _____

SCHOOL (complete if enrolled in school)

Public | Private | Charter | Homeschool
Childcare | Preschool | No School
(Circle One)

Name _____
Street _____ City _____ State _____ Zip Code _____
Phone Number _____ Fax Number _____ School District _____ County _____

Supplementary Services Receiving (Please submit plan with Ed. Release)

504 Plan IEP Speech Physical Therapy Occupational Therapy
Special Education Diagnosis _____

Authorization to Photograph

Opt In Opt Out

Interested in Youth Council?

Yes No

Online Grading System

If school uses an online grading system provide:

Username _____ Password _____



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1. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) protects the privacy of student Education Records. "Education Records" includes records that are directly related to a student and maintained by a school. FERPA grants Parents and Eligible Students certain rights with respect to Education Records. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian. "Eligible Student" means a student who has reached 18 years of age or attends a school beyond the high school level. FERPA rights transfer from a Parent to a student when the student becomes an Eligible Student.

2. Generally, under FERPA, a school must have written permission from a Parent or Eligible Student to disclose a student's Education Record. By completing this Consent to Disclose Education Records ("Form"), a Parent or Eligible Student may authorize a school to disclose the student's Education Records to the Pokagon Band of Potawatomi Indians ("Band") Department of Education ("DOE"). The purpose of the disclosure is to permit the DOE to monitor the student's progress under various programs offered by the DOE ("DOE Programs"). This Form also authorizes photographing of the student in connection with DOE Programs. The Parent or Eligible Student may revoke or amend the authorizations contained in this Form at any time, but the request must be through a signed writing delivered to the above school ("School"), but any revocation or amendment may result in the student being ineligible to participate in a DOE program.

3. The Parent or Eligible Student hereby authorizes: (1) the School to release to the DOE all of the student's Education Records, including without limitation, grades, test or assessment results, individual education plans, assignments, and attendance and disciplinary reports; (2) the DOE to access the student's grades through the school's online grading system; and (3) any learning center or auxiliary tutor ("Service Provider") that provides services to the student under a DOE program to release to the DOE all such Education Records. The DOE will maintain all such Education Records as confidential in accordance with applicable law. A copy of this Form is valid as an original.

4. The Parent or Eligible Student hereby authorizes the DOE to take photographs and video and audio recordings ("Recordings") of the student in connection with the student participating in DOE Programs, and hereby: (1) grants the Band the absolute right and permission, without compensation, to take, use, post, display, publish, distribute, transmit, and otherwise disseminate the photographs and Recordings, and the Minor's name and likeness, in whole or in part, whether distorted in character or form, and without restriction as to change or alteration, for any and all purposes whatsoever, including but not limited to, for purposes of marketing, advertising, publicizing and promoting any Band program, event or initiative in any form of media ("Permitted Use"); (2) consents to the use of any text or other published matter or image in connection with any Permitted Use; (3) waives any right to inspect or approve the photographs, Recordings, any use of the student's name or likeness, and any text or other published matter in connection with any Permitted Use; and (4) relinquishes and grants the Band all rights, title and interests in and to the photographs and Recordings, including any copyright therein. The Parent or Eligible Student acknowledges that any revocation or amendment to this authorization shall be perspective only and shall not affect any rights in or to any current photographs or Recordings.

5. To the fullest extent permitted under applicable law, the Parent or Eligible Student, or both: (1) forever releases, waives and covenants not to sue the Band, School, Service Provider, or any of their respective officials, employees and agents ("Released Parties") from all claims, damages, liabilities, expenses and fees, which arise in connection with the release of any of the student's Education Records to the DOE or the exercise of any right granted under paragraph 4 above; and (2) agrees to indemnify and hold the Released Parties harmless from and against all damages, liabilities, settlements, expenses and fees, including without limitation, attorney fees and litigation costs, which arise in connection with any claims by any third party, the Parent or Eligible Student, or both, or anyone on behalf of the Parent or Student, or both, in connection with the release of any such Education Records to the DOE or the exercise of any right granted under paragraph 4 above.

6. The Parent or Eligible Student, or both, acknowledge that this Form is legally binding and enforceable; and that he or she: (a) accurately completed this Form; (b) has full authority to agree to this Form; (c) has reviewed this entire Form; and (d) signed this Form willingly, without duress, and with full knowledge of its consequences.

The Parent must sign this Form if the student is under 18 years of age. Only the student must sign this Form if the student is at least 18 years of age. Both the Parent and the student must sign this Form if the student is under 18 years of age, but attends a school beyond the high school level.

Signature of Parent

Date

Print Parent Name

Signature of Eligible Student

Date

Print Eligible Student Name

A proud, compassionate people committed to strengthening our sovereign nation.

A progressive community focused on culture and the most innovative opportunities for all of our citizens.