

FIRST AMENDMENT TO
SCHOOL RESOURCE OFFICER
SCHOOL SAFETY PROGRAMS
FUNDING AGREEMENT
2020-2021

This First Amendment to (“Amendment”) to the School Resource Officer School Safety Programs Funding Agreement 2020-2021 (“Agreement”) by and among the DISTRICT SCHOOL BOARD OF PASCO COUNTY (“BOARD”) and CHRIS NOCCO, as Sheriff of Pasco County (“SHERIFF”), is effective as soon as signed by both parties; and shall be in full force and effect until the end of the Agreement term unless otherwise stated in writing.

WHEREAS, on or about August 28, 2020, the BOARD and the SHERIFF entered into the Agreement designating the Pasco Sheriff’s Office as the designated law enforcement agency of the BOARD in accordance with the provisions of *Florida Statute* 1002.22 and the Federal Educational Rights and Privacy Act (20 U.S.C. 1232g and 34 CFR 99), hereinafter referred to as FERPA; and

WHEREAS, the BOARD and the SHERIFF desire to clarify certain responsibilities of the Parties as outlined in the Agreement regarding to access to student records and privacy interests.

NOW THEREFORE, in consideration of the premises set forth in the Agreement effective August 28, 2020, and the mutual premises set forth herein, the sufficiency and adequacy of which are hereby acknowledged; the parties hereto, intending to be legally bound, hereby agree as follows:

1. ARTICLE II is amended as follows:

C. Analytical Support: Knowledge about the background of threats or criminal activity in schools will positively influence threat assessments and law enforcement’s decisions and campus safety in real time. The SHERIFF will provide analytical support to the School Resource Officers, the BOARD’s Chief of Safety and Emergency Operations, and Lieutenant, and the BOARD’s Office for Student Support Programs and Services (SSPS). The SHERIFF’S Criminal Intelligence Analysts will fulfill this role and provide threat assessments or other appropriate analytical products aimed at improving the overall safety of the students and faculty at the public schools of Pasco County, and assist in the BOARD’s identification of students who may be in need of services. The SHERIFF’s Real Time Crime Center (RTCC) analysts will provide actionable intelligence products in response to emergent threats and safety concerns in order to provide situational awareness of crime and potential threats to a campus.

2. ARTICLE V is amended as follows:

H. SHERIFF: Confidentiality of Education Records. Notwithstanding any provision to the contrary within this Agreement and except only with regard to educational records to which it was granted access, SHERIFF SHALL:

Bullet point 3 is replaced as follows:

- ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall be provided training regarding FERPA, and shall abide strictly by its obligations under this Agreement,
- access to education records within the BOARD's student information system (presently myStudent) is limited only to its employees that require the information to carry out the responsibilities under this Agreement as follows:
 - No more than two (2) Criminal Intelligence Analysts with school safety and threat assessment responsibilities for school safety threat assessment purposes only.
 - Diversion Specialist(s) and Diversion Manager(s) with access for purposes limited to students enrolled in the Diversion Program and only with express written parental consent for such access pursuant to the BOARD's FERPA Compliant Request for Student Records, attached to this Amendment.
 - No more than ten (10) RTCC Analysts with access for purposes limited to student threat assessments or a health or safety emergency when necessary to protect the health or safety of the student or other individuals (34 CFR 99.31(a)(10) and 99.36) related to an actual, impending, or imminent emergency, and is limited to the period of the emergency; examples include, but are not limited to, a missing or abducted student, natural disaster, terrorist attack, campus threat, or outbreak of an epidemic disease.
 - Other appropriate individuals as determined by the BOARD in connection with a health or safety emergency (e.g. 34 CFR 99.31 and 34 CFR 99.36).
 - SHERIFF shall provide a list of employees to BOARD upon request and shall promptly notify the BOARD of any personnel changes.
 - Audit Process. Upon determining that circumstances exist, as described above, to warrant SHERIFF's access to BOARD's education records, SHERIFF will maintain an audited register in an Excel spreadsheet of the access and usage and will submit to the BOARD seven (7) days after the start of each BOARD calendar quarter. The Excel spreadsheet will contain the name of the SHERIFF employee accessing education records, the date and time of the access and the reason(s) the education records were accessed.

All other bullet points in Article V, Section H remain unchanged and shall remain in full force and effect.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the BOARD and the SHERIFF have hereunto set their hands and seal onto this First Amendment to the School Resource Officer School Safety Programs Funding Agreement 2020-2021.

CHRIS NOCCO, SHERIFF OF
PASCO COUNTY, FLORIDA

Date: _____

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

By: _____
Allen Altman, School Board
Chairperson

Date: _____

Kurt S. Browning, Superintendent

Date: _____