**AMENDMENT #1 TO MEMORANDUM OF UNDERSTANDING (MOU) INTER-AGENCY AGREEMENT**

**WHEREAS,** the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY NAME) (hereinafter referred to as "\_\_\_\_\_") and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY NAME) (hereinafter referred to as "\_\_\_\_\_") entered into a Memorandum of Understanding Inter-Agency Agreement (hereinafter referred to as the (MOUIA) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**WHEREAS,** the parties to the MOUIA wish to make an amendment to the MOUIA by adding an additional provision to the MOUIA as delineated below. The additional provision will be designated as “Paragraph \_\_\_” and, upon execution of this amendment, this “paragraph \_\_\_” will be incorporated into and considered part of the original MOUIA executed by the parties.

**WHEREAS,** the objective of this Amendment is to confirm the designation of all \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY) School Resource Officers and Criminal Investigators assigned to provide law enforcement services to the ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SCHOOL DISTRICT NAME) as school officials who have a legitimate educational interest in having access to education records.

**THEREFORE,** in furtherance of the stated objective, the parties hereto agree to amend the MOUIA by adding the following provision (hereinafter referred to as Paragraph \_\_\_\_\_ of the original MOUIA):

13.

**WHEREAS**, both parties understand and agree to the following regarding FERPA and Education Records Disclosure:

1. That Personally Identifiable Information (PII) (to include, but not be limited to, the student’s name, social security number, date of birth, home address, etc.) of students attending school within the ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SCHOOL DISTRICT NAME) is subject to disclosure restrictions in accordance with the Family Education Rights and Privacy Act (FERPA);
2. That FERPA does permit schools and districts to disclose educational records (and the PII contained in those records) without appropriate consent to “school officials” provided that the school or district has determined that the “school official(s)” has or have a “legitimate educational interest” in the education records;
3. That the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY NAME) School Resource Officers (SRO’s) and Criminal Investigators assigned to provide law enforcement services (ensuring school safety and the physical security of students) to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SCHOOL DISTRICT NAME) have a legitimate educational interest in the education records and are providing these services in place of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SCHOOL DISTRICT NAME) maintaining its own BOE Police Department;
4. That the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY NAME) School Resource Officers and Criminal Investigators assigned to provide law enforcement services to the ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SCHOOL DISTRICT NAME) are under the “direct control” of the school or district with respect to the use and maintenance of the education records. This direct control requires that education records released to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY NAME) SRO’s and/or Criminal Investigators be maintained in a confidential manner at all times and that any further dissemination or re-disclosure be directly related to the purpose said records were originally released.
5. That the ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SCHOOL DISTRICT NAME) Annual Notification of FERPA Rights shall include the disclosure that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY NAME) School Resource Officers and Criminal Investigators assigned to provide law enforcement to the HCSD are considered “school officials with legitimate educational interests in the education records”;

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and affixed their seals this day of , 2019.

FOR ­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SCHOOL DISTRICT NAME):

Signed, sealed and delivered

in the presence of: ­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, School Superintendent

Notary Public

FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (LAW ENFORCEMENT AGENCY NAME):

Signed, sealed and delivered

in the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Sheriff or Chief

Notary Public