

AMENDMENT TO SCHOOL RESOURCE OFFICER CONTRACT BETWEEN THE DALTON BOARD OF EDUCATION AND THE CITY OF DALTON

This Amendment is entered into as of the ____ day of _____, 2025 by and between the Dalton Board of Education (“Board”) and the City of Dalton (“City”) for the purpose of amending that certain School Resource Officer Contract dated June 16, 2025 (the “Contract”).

WHEREAS, the parties hereto desire to amend the Contract as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

The Contract is hereby amended by the addition of the following terms and conditions:

Dalton Public Schools Responsibilities

The Board shall cause all schools under its authority (“Dalton Public Schools”) to take the following actions:

- Release student education records to appropriate parties, such as law enforcement and other first responders, in an emergency in order to protect the health and safety of a student or other individuals, in accordance with 34 C.F.R. § 99.36.
- Designate certain types of student information as “Student Directory Information” each year. Dalton Public Schools will immediately provide directory information regarding a student, without the written consent of the student’s parent or the eligible student, to law enforcement, judicial or court personnel, or another state or local agency or officer with a legal interest in such information, provided that the parent or eligible student has not opted out of directory information disclosure.
- Designate Dalton Police Department Officers who are School Resource Officers as school officials under FERPA. Therefore, a student’s education record, data, and PII may be disclosed to the School Resource Officer (“SRO”) if the SRO has a legitimate educational interest to review the records, data, or PII in order to promote school safety or secure the physical safety of students, staff, or the school campus.
- Designate Dalton Police Department representatives, Georgia Emergency Management and Homeland Security representatives, Dalton Fire Department representatives, and Whitfield County Juvenile Court representatives, who are responsible for working with Dalton Public Schools to implement the school safety plan in accordance with O.C.G.A. § 20-2-1185, as school officials under FERPA during emergency situations, and to provide them with necessary student records, data, and PII for the duration of such events.
- Maintain a record of each request for access to, and each disclosure of, PII from a student’s education record, in accordance with 34 C.F.R. § 99.32.
- Review its annual FERPA notification and directory information designation following the execution of any collective written agreement to determine if any updates to the FERPA notification or directory information designation are necessary.

Dalton Police Department Responsibilities

The City acting through the Dalton Police Department should take the following actions:

- Limit access to student education records, data, and PII to officers of the Dalton Police Department only as necessary during an investigation intended to protect the health and safety of students, staff, or other individuals, or to ensure the physical safety of the school campus.
- Provide Dalton Public Schools with written reports relating to an official encounter with a school-aged youth enrolled or potentially enrolled in Dalton Public Schools (by virtue of the youth's primary address) when the interaction is directly related to a credible report or other credible information that the youth has threatened the death of, or serious injury to, one or more individuals at or within a Dalton Public Schools facility. Reports should be provided to a designated school official as soon as possible, but no later than five (5) days from the date of the official encounter.
- Notify school officials and the Director of Safety if a school-aged youth is charged with a Class A or Class B designated felony act, as defined by O.C.G.A. § 15-11-2, and provide updates on any court dispositions that may occur during related criminal proceedings.
- Notify Dalton Public Schools if law enforcement receives a records request under federal or state law regarding any documents provided to law enforcement under this Agreement. Such notification shall occur prior to the Dalton Police Department responding to any records request.
- However, notwithstanding anything to the contrary herein, this Agreement shall not be construed to require the Dalton Police Department to provide any record which might compromise any ongoing investigation or the identity of any confidential informant, or require revelation of any other information which would violate any rule, ordinance, regulation, law, or policy or procedure of the Dalton Police Department.

Mutual Agreements by the Parties

The parties hereto agree as follows:

- Dalton Public Schools and the Dalton Police Department shall comply with the terms and conditions of O.C.G.A. § 20-2-662 regarding student educational records, student data, and personally identifiable information (PII).
- The Dalton Police Department acknowledges and agrees that Dalton Public Schools must maintain direct control over an SRO's maintenance and use of any student's education record, data, or PII that is disclosed.
- The parties hereto acknowledge and agree that the Dalton Police Department constitutes a "law enforcement unit" as defined by FERPA at 34 C.F.R. § 99.8(a).
- The parties hereto acknowledge and agree that documents created and maintained by the Dalton Police Department in conducting its duties and responsibilities as a law enforcement unit shall remain law enforcement unit records and are not protected under FERPA, in accordance with 34 C.F.R. § 99.8(b)(1).
- The parties hereto acknowledge and agree that any student education records provided under this Agreement are protected under FERPA and may only be disclosed as permitted by

FERPA or under the terms of this Agreement. Education records do not lose their protected status once Dalton Public Schools has transferred them to a party under the terms of this Agreement.

All of the other terms of the Contract not otherwise amended by the foregoing shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO SCHOOL RESOURCE OFFICER CONTRACT on the date first indicated above.

The Dalton Board of Education, Dalton Georgia

By: W. H. H. H. H.

Title: BOE Chair

Attest: S. G.

Title: Secretary

The City of Dalton, Georgia

By: _____

Title: _____

Attest: _____

Title: _____