

1                                   **SCHOOL RESOURCE OFFICER AGREEMENT**  
2                                   **MEMORANDUM OF UNDERSTANDING**  
3                                   **BETWEEN**  
4                                   **(School District Name)**  
5                                   **AND**  
6                                   **ORANGE COUNTY SHERIFF'S DEPARTMENT**

7  
8   **PURPOSE:**

9           A prosperous future for the citizens of Orange County depends, in large measure,  
10       upon the County's ability to properly educate its children. Effective schooling requires a  
11       safe and orderly environment in which learning can occur. Consequently, the Orange  
12       County Sheriff's Department ("SHERIFF"), in collaboration with the school district name  
13       ("DISTRICT"), administers the School Resource Officer ("SRO") program in order to  
14       provide school administrators and staff with law enforcement resources and expertise  
15       to aid the DISTRICT in maintaining safety, order, and discipline in the school  
16       environment. The SRO program is intended to assist schools in ensuring that no  
17       student's right to receive an education is abridged by violence or criminal disruption.  
18       The SRO program does not supplant a school's responsibility to provide security for its  
19       students. Instead, the SRO program is intended to enhance the school's provision of  
20       security for its students.

21           The SHERIFF has implemented the SRO program in cooperation with the  
22       DISTRICT. The interaction between the school's administration and the SRO is  
23       important when establishing, maintaining, and updating specific guidelines and  
24       procedures for the SRO and individual school administrators. The program involves the  
25       assignment of a deputy sheriff to a public school or a specified jurisdiction governing  
26       more than one school, as an SRO. In accordance with staffing availability and the  
27       demonstrated needs of the school, the SHERIFF will assign a full-time SRO to the  
28       school.

1 The full-time SRO's primary duty assignment is to prevent violent acts and reduce  
2 criminal behavior on the school campus. The best practice to prevent these acts is the  
3 presence of the SRO on campus.

4 In the event of staffing limitations and taking into consideration demonstrated  
5 needs of the school it may become necessary to assign an SRO on a part-time basis.  
6 The part-time SRO will provide supplemental patrol coverage for the daytime shift  
7 maintaining a liaison with the assigned school and fulfilling SRO duties on an as-  
8 needed basis.

9 This Memorandum of Understanding clarifies the roles of the School Resource  
10 Officers and School Administrators, the scope of their authority and the responsibilities  
11 of the DISTRICT and SHERIFF in this collaboration. The success of the program  
12 relies on effective communication between the SRO, the school site principals and  
13 other key staff members of each organization.

14 **DUTIES AND RESPONSIBILITIES:**

15 **School Resource Officer (SRO)**

- 16 1. The SRO is a sworn deputy sheriff assigned to provide law enforcement  
17 expertise and resources to assist school staff in maintaining safety, order and  
18 discipline within their assigned school(s). **While not a District employee, the**  
19 **SRO will work in close connection with the members of the administrative**  
20 **team in his/her assigned school(s).**
- 21 2. The SRO's assigned school buildings, grounds, and surroundings will be the  
22 equivalent of the SRO's patrol area. When on duty, he or she assumes primary  
23 responsibility for handling all calls for service and coordinating the response of  
24 other law enforcement resources to the school. All criminal activity that must be  
25 reported pursuant to Education Code section 48902 shall be reported  
26 immediately to the SRO/Sheriff's Department. In an emergency situation the  
27 school shall call 911 and also notify the SRO. In a non-emergency situation the  
28 school should notify the SRO, or if the SRO is not available call the non-

1 emergency Sheriff's Department numbers (949-770-6011 / 714-647-7000) when  
2 an immediate police response is necessary to address a concern or investigate  
3 a criminal act. Information that is not of an emergency nature may be held for  
4 action by the SRO upon his or her return to duty.

5 3. The SRO's schedule will be determined by the SRO's Bureau Commander  
6 (City Chief) or designee and will generally be arranged to provide visible patrol  
7 coverage throughout the school day including peak arrival and departure times  
8 before and after school business hours, and during lunch periods.

9 4. The SRO shall wear the uniform designated by the SHERIFF and operate a law  
10 enforcement assigned vehicle while on duty unless otherwise authorized by the  
11 supervisor for a specific purpose.

12 5. The SRO is also available to assist with training the school administration in law  
13 enforcement related matters. Information about crime trends and changes in  
14 laws relevant to schools can be disseminated to the school administrative staff  
15 to assist them in effectively establishing and maintaining safe school  
16 environments.

17 6. The SRO may become involved with the school's curriculum and provide  
18 instruction to enhance student understanding of the police mission and the  
19 responsibilities of citizenship. However, responding to incidents or conducting  
20 investigations will always take precedence over instructing in the classroom.  
21 Lesson plans for all formal, organized presentations shall be reviewed by the  
22 Division Commander or his/her designee and the school site principal or his/her  
23 designee for review and approval prior to presentation.

24 7. SROs shall be responsible for monitoring the social and cultural environment at  
25 the school to identify emerging youth gangs. All information concerning gangs  
26 shall be provided to appropriate Sheriff's Department personnel. Gang  
27 prevention and early intervention strategies shall be coordinated with the Gang  
28 Enforcement Team (GET) and the Juvenile Services Bureau (JSB/GRIP - Gang

1 Reduction Intervention Partnership).

- 2 8. SROs may give formal presentations or participate in school-based community  
3 organization meetings such as Parent Teacher Association and School Advisory  
4 Council meetings. Such meetings should not remove the SRO from the school  
5 campus during school business hours. Participation in other activities such as  
6 panel discussions, mentoring programs and community coalitions or task forces  
7 must be approved in advance by the Sheriff's Department Bureau Commander  
8 or designee. The SRO shall keep the Bureau Commander and the school site  
9 principal informed of the status of such additional activities.
- 10 9. Programs conducted in schools by other divisions of the Sheriff's Department  
11 shall be coordinated with the SRO to avoid redundant services and to ensure  
12 equitable distribution of such programs and services.
- 13 10. Each SRO shall meet, when necessary, with the assigned school principal or  
14 designee to provide information about current crime trends, or other areas of  
15 concern which have potential for disruption in the school or within the  
16 community.
- 17 11. The SRO should be included and consulted in the development and annual  
18 review of school safety plans, lockdown/fire drills and critical incident  
19 management strategies.
- 20 12. In cases where school staff request an SRO assist with a potential mental  
21 health investigation, he/she should follow the procedures outlined in the  
22 Sheriff's Department Policy, Patrol Operations Manual – Section 29.
- 23 13. Other duties and responsibilities of the SRO include:
- 24 I. Disposal of illegal substances recovered by the school and not needed for  
25 criminal prosecution in the manner prescribed by Sheriff's Department Policy  
26 Manual – Section 802.
- 27 II. Maintaining familiarity with the District and school site Student Rules and  
28 Regulations.

1 III. Attending and providing testimony at school disciplinary hearings and/or  
2 School Attendance Review Board (SARB) hearings upon request, specific to  
3 their law enforcement action related to the incident being addressed at the  
4 hearing.

5 IV. Assisting school administration with safety and security at school sanctioned  
6 events and sporting events within pre-approved patrol jurisdictions. These  
7 approved locations will be determined by the SRO's Bureau Commander or  
8 designee.

9 V. Assisting school administration with checking on students' safety and welfare  
10 off-campus in circumstances where it is reported or documented the  
11 student's health or safety is at risk. If the SRO is not available, the  
12 administrator should call Sheriff's Dispatch (949-770-6011 / 714-647-7000)  
13 and request a patrol deputy perform a welfare check.

14 **Supervision:**

15 The SRO's Administrative Sergeant shall ensure open lines of communication  
16 between the school and the Sheriff, including any concerns regarding the performance  
17 of the SRO.

18 The SRO's Administrative Sergeant and the JSB Sergeant shall make themselves  
19 available to meet with a school site principal upon request.

20 SRO's Administrative Sergeant and the JSB Sergeant shall participate in District  
21 safety meetings, which should occur annually to facilitate open communications  
22 between the District and the Sheriff.

23 **The District**

24 The District shall host, at least on an annual basis, safety meetings to facilitate the  
25 open communications between the District and the Sheriff.

26 **The DISTRICT will make in-service trainings available to the SROs in topical**  
27 **areas likely to increase the effectiveness of the deputies and their ability to carry**  
28 **out their duties and responsibilities.**

1 **School Principal:**

2 It is the responsibility of the school site principal to facilitate effective  
3 communication between the SRO and the school staff.

4 The school site principal or his/her designee shall advise his/her staff of their legal  
5 obligation to cooperate with law enforcement and to not interfere in law enforcement  
6 investigations. Consistent with federal and state laws, law enforcement officers may  
7 have the right to come on campus to interview students who are suspects, witnesses  
8 to a crime, or victims of suspected child abuse. In the event an SRO, or other law  
9 enforcement, deems it necessary to interview a student on campus, this shall be done  
10 in accordance with federal and state laws and regulations, the Orange County  
11 Department of Educations, Superintendent's Policy 100-29, and OCSD policy and  
12 procedures.

13 Any criminal enforcement action taken by the SRO which results in charging a  
14 student with a crime will be supported by the school site principal and/or school  
15 employees by their appearance in court when necessary to provide testimony essential  
16 to the case.

17 The school shall provide the SRO with a work area that affords the opportunity to  
18 conduct confidential conversations. This work area should be reasonable in size and  
19 accommodate telephone access, computer access, live feed school video camera  
20 access, and outlets for office supplies (e.g., telephone, printer, computers). The  
21 District is not responsible for providing the SRO with such office supplies. If available,  
22 the SRO will be provided an office in the administration wing.

23 The Principal or a designee shall obtain approval from the JSB Sergeant or  
24 SHERIFF's PIO before issue a press release or similar memo quoting any member of  
25 the Sheriff's Department.

26 **Juvenile Services Bureau (JSB)**

27 The JSB sergeant shall provide coordination for the School Resource Officer  
28 program. These functions shall include but not be limited to the following:

- 1 1. Planning, management and agency leadership for the SRO Program.
- 2 2. Initial and recurring training for SROs.
- 3 3. Coordination between the Operation and Investigation Divisions, contract cities,
- 4 District administration and SROs.
- 5 4. SRO Program monitoring and assistance with problem solving.
- 6 5. Release of information on the SRO program and functions to the media.
- 7 6. Review and approve/deny for release for press release or memo quoting
- 8 Sheriff's Department personnel.

9 **Selection and Assignment of the School Resource Officer**

10 A goal of the SRO program is to assign an SRO to each public school jointly  
11 identified as being in need of an SRO by the Sheriff and the District. The duties of the  
12 full-time and part-time SRO while at assigned schools or related duties will be the  
13 same unless specifically noted.

14 The Sheriff shall select deputies who have demonstrated the ability, interest, and  
15 skills necessary to work with youth, school staff, and the public. The following criteria  
16 should be considered by the SHERIFF when selecting deputies for the SRO program:

- 17 1. Ability to work with diverse groups.
- 18 2. Knowledge of departmental resources.
- 19 3. Creative problem solver.
- 20 4. Conflict resolution skills.
- 21 5. Knowledge of the Juvenile Code and Juvenile Court procedures.
- 22 6. Supervisory recommendation.

23 The assignment of the SRO shall be at the discretion of the City Chief/Bureau  
24 Commander. It is recommended the full-time SRO be assigned to the school for a  
25 minimum of two years. Part-time SROs should be assigned to the school for the entire  
26 school year.

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## **Law Enforcement Investigation and Questioning**

Consistent with federal and state laws, the SRO may have the authority to stop, question, interview and take law enforcement action without the prior authorization of the school site principal or contacting parents.

Investigations and questioning of students or staff members by SROs or other members of the Sheriff's Department for offenses not related to the operation of or occurring at the school may occur in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence. Questioning of students on campus provides a unique opportunity for a safe and confidential environment not found elsewhere. In cases where students are questioned by members of the Sheriff's Department, the goal of department personnel will be to efficiently conduct their investigation and minimize the impact of such investigation on the school community. It is expected school administrators and staff will follow specific instructions given by law enforcement when attempting to protect the student and/or the integrity of the investigation, e.g., do not call the parents because a family member is a suspect.

The school site principal shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so actions between entities are cooperative and in the best interests of the school and public safety.

The SRO shall provide information to the appropriate investigative division of any crime or lead that comes to the attention of the SRO. The SRO should be kept advised of all investigations involving students from his/her assigned school.

## **Arrest Procedures**

SROs are expected to be familiar with school rules and their application to the school. Rule infractions, that are not also a violation of law, will be referred to the school site principal or designee for action. Any questions related to the enforcement of school rules versus criminal acts within the school should be discussed with the school site principal or designee. This specifically applies to general standards of

1       conduct.

2       The following procedures will be adhered to where arrests of students or staff  
3 become necessary at a school site:

4       1. In the event of an arrest of a student or employee of the school with a warrant or  
5 petition, the school site principal or designee should be notified whenever  
6 practical prior to the arrest. If notification prior to arrest is not possible, it will be  
7 provided as soon as practicable.

8       2. Persons whose presence on school grounds has been restricted or forbidden or  
9 whose presence is in violation of law shall be arrested for trespassing and  
10 supported by a Private Person's Arrest signature from the school site principal  
11 or designee.

## 12       **Search and Seizure**

13       School officials may conduct searches of students' property and person under their  
14 jurisdiction when reasonable suspicion exists that the search will reveal evidence that  
15 the student has violated or is violating either the law or the rules of the school. The  
16 standard for the search is reasonable suspicion (*New Jersey v. TLO*, 469 U.S. 325  
17 (1985)).

18       The SRO may become involved in administrative (school related) searches at the  
19 request of the school to provide security, protection, or for handling of contraband.  
20 School officials and the SRO are subject to and shall abide by the Electronic  
21 Communications Privacy Act (Cal. Pen. Code §§ 1546 et seq.).

## 22       **MULTI-DISCIPLINARY COLLABORATION**

### 23       **Administrative Hearings**

24       The SRO may attend suspension/expulsion and SARB hearings upon request of  
25 the school site principal provided the hearing does not take the deputy away from the  
26 campus and the deputy has information related to the hearing. The deputy shall be  
27 prepared to provide testimony on any actions taken by him/her and any personally  
28 observed conduct.

1 The SRO shall not provide any official police department document or juvenile  
2 record to the school or expulsion officer. As a general rule, release of such information  
3 is prohibited by law unless such documents are subpoenaed by the schools through  
4 the appropriate court.

5 A request for official records, reports or documents for an administrative school  
6 hearing should be made through Sheriff's Department Support Services Division:  
7 **[### 10 \*\*Information Sharing\*\*](http://www.ocsheriff.gov/commands-divisions/professional-services-<br/>8 command/records/information-management/report-request/<br/>9 subpoenaunitforrecords@ocsheriff.gov. / 714-834-6454.</a></b></p></div><div data-bbox=)**

11 The District and the Sheriff will share information concerning students to the extent  
12 permitted by law, including but not limited to:

- 13 • Family Educational Rights and Privacy Act (FERPA) 34 CFR 99.36(a) (An  
14 educational agency or institution may disclose personally identifiable information  
15 from an education record to appropriate parties, including parents of an eligible  
16 student, in connection with an emergency if knowledge of the information is  
17 necessary to protect the health or safety of the student or other individuals);
- 18 • Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164.512(j)  
19 (permits the disclosure/exchange of information with regards to HIPAA, to  
20 include Protected Health Information. Information gathered through a threat  
21 assessment that was conducted by a covered entity may be disclosed, if a  
22 good faith belief exists that the disclosure was necessary to lessen a serious  
23 and imminent threat to the health or safety of a person or the public).
- 24 • California Welfare and Institutions Code sections 827, *et seq.* and 828, *et seq.*

### 25 **LIABILITY ASSURANCES**

26 The Orange County Sheriff's Department agrees to defend, indemnify, and hold  
27 harmless the District, its officers, agents, employees, and volunteers from all loss, cost,  
28 expense arising out of any liability or claim of liability for personal injury, bodily injury to

1 persons, damage to property sustained or claimed to have been sustained based on  
2 any willful act or omission of the SRO.

3 Orange County Sheriff's Department further agrees to waive all rights of  
4 subrogation against the District. This provision does not apply to any damage or  
5 losses caused by negligence of the District or any of its agents or employees.

6 Orange County Sheriff's Department, the County of Orange and its officers, agents,  
7 and its employees shall not be deemed to have assumed any liability for the  
8 negligence or any other act or omission of the District or any of its officers, agents,  
9 employees, subcontractors or independent contractors, or for any illegality or  
10 unconstitutionality of any District and individual school rules, regulations or procedures.  
11 The District shall indemnify and hold harmless Orange County Sheriff's Department,  
12 the County of Orange and its elected and appointed officials, officers, agents and  
13 employees from any claim, demand or liability whatsoever based or asserted upon the  
14 illegality or unconstitutionality of any District and individual school rules, regulations or  
15 procedures that an SRO has enforced, or upon any act or omission of the District, or  
16 its officials, agents, employees, subcontractors and independent contractors related to  
17 this Memorandum of Understanding. If judgment is entered against Orange County  
18 Sheriff's Department and the District by a court of competent jurisdiction because of  
19 the concurrent active negligence of either party, the Sheriff and the District agree that  
20 liability will be apportioned as determined by the court. Neither party shall request a  
21 jury apportionment.

## 22 **CONCLUSION**

23 This Memorandum of Understanding represents mutually agreed goals and  
24 objectives of the Sheriff and the District for the School Resource Officer Program. This  
25 endeavor is a partnership between education and law enforcement to support a  
26 collaborative, problem solving approach to the epidemic growth of violence in schools.  
27 Regular meetings shall be conducted between the Sheriff's Department and the  
28 Schools' Office of School Operations to support this partnership.

1 This Memorandum of Understanding remains in force until such time as either party  
2 withdraws from the agreement by delivering a written notification of such rescission to  
3 the other party. It shall be reviewed annually and amended as necessary to meet the  
4 needs of the signatory agencies.

5 This Memorandum of Understanding shall not be construed to create or  
6 substantiate any right or claim on the part of any person or entity which is not party  
7 hereto.

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