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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 **[www.ocsheriff.gov/commands-divisions/professional-services-  
command/records/information-management/report-request/  
subpoenaunitforrecords@ocsheriff.gov](http://www.ocsheriff.gov/commands-divisions/professional-services-<br/>8 command/records/information-management/report-request/<br/>9 subpoenaunitforrecords@ocsheriff.gov)** / 714-834-6454.

### 10 **Information Sharing**

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





