

**Memorandum of Understanding
Between
Pima County Sheriff's Department and
Tucson Unified School District
For
Establishment of a School Resource Officer Program**

This Memorandum of Understanding ("MOU") sets forth the terms and conditions agreed upon by the Pima County Sheriff's Department ("PCSD") and the Tucson Unified School District ("TUSD") for the establishment of a School Resource Officer ("SRO") program.

AGREEMENT

I. PURPOSE

The purpose of this Agreement is to establish the PCSD SRO Program in select schools within the TUSD. The SRO program is a partnership between PCSD and TUSD which recognizes the need for law enforcement and safety education; drug abuse prevention; juvenile delinquency and crime prevention; investigative and referral services; and other education and law enforcement programs. This Agreement sets forth the responsibilities of the Parties and conditions under which the Agreement will be executed.

II. RESPONSIBILITIES OF THE PARTIES

A. TUSD agrees:

1. To provide PCSD SROs access to selected schools.
2. To provide prevention strategies, including classroom time for law enforcement and safety related education in grades 6-12.
3. To ensure that a teacher is present to assist SROs in a classroom presentation about law enforcement and safety related education.
4. To minimize distractions from teaching, address student behavior problems, and enforce the district's disciplinary process, utilizing law enforcement involvement where appropriate and/or required under this Agreement or by law.

B. PCSD agrees:

1. **Mentoring:** SROs will integrate with the school community and will be regularly on school campuses building positive relationships with students, parents, and school staff.
2. **Resource to School Staff:** SROs will avail themselves to assigned schools to collaborate on problem solving related to the school site, surrounding neighborhood, school zones and bus stops, and after-hours incidents that impact the school and students.
3. **Law Enforcement Duties:** Generally, SROs will be expected to field calls from their schools and appropriately triage reports to handle priority matters, defer others to school authorities, or alert patrol deputies for response if the matter is time sensitive and the SRO is not available.

It is understood that incidents requiring a mandatory report to law enforcement will be the responsibility of the SRO, if available. Whenever reasonable, SROs will handle law enforcement responsibilities while maintaining the collaborative effort, consulting with and advising school administration during the course of the investigation, keeping the long term outlook in mind.

Comment [JT1]: I'm not certain that mandatory reporters can delegate their duties like this. It is fine for the SROs to report, but our mandatory reporters still need to protect themselves by doing so where required.

Generally, law enforcement action taken will be communicated to site administrators as soon as practical. SROs will be sensitive to the priorities of maintaining a safe learning environment for students and ensuring the peace of mind of parents and faculty. Law enforcement matters that require resolutions beyond the most common, e.g., parent conference or Juvenile Court referral, will be handled such that disruption to the campus will be minimized. SROs will focus on maintaining their status as positive role models and informal counselors and attempt to keep law enforcement action discreet. In light of this, some matters will be referred to patrol deputies or detectives outside of the SRO program.

4. **Child Welfare Concerns:** SROs will be available to take reports and conduct initial investigations of suspected mistreatment, abuse or neglect and will assist when school staff have general health or welfare concerns about a student, the child has excessive absences, or other family challenges exist that are impacting the student. SROs may assist with home visits on request and collaborate with school staff to identify any special needs and locate resources in the community.

5. **School Discipline:** Non-criminal matters or matters for which the Guidelines for Student Rights and Responsibilities do not permit contacting law enforcement, such as discipline infractions or class disruptions referred to the administration, do not fall under the purview of the SROs. SROs will only consider inserting themselves into these interactions if asked by the administration to participate as part of a problem solving team.
6. **Other Law Enforcement Related Activity at Schools:** Notwithstanding the presence of SROs during regular school hours, it is understood that calls for service, emergencies, or significant civil disturbances that result in a PCSD response will be directed by the appropriate PCSD personnel until peace is restored. After a critical incident is resolved, SROs will act as liaisons with the school to coordinate communication and relay concerns.
7. **SRO Instruction in Classrooms:** PCSD is not advancing a curriculum for students at this time. SROs will be available upon request with instruction on law related topics, topics concerning student and campus safety (response to school threats, making reports of concerns to administration and to law enforcement), and other specific topics (bullying, cyber safety, etc.) In addition, SROs will be available to present to school faculty on appropriate and relevant topics related to school safety, mandatory reporting, and working with the SRO on problem solving.
8. **SRO attendance of TUSD Orientation and Training:** PCSD SROs will attend Tucson Unified School District training sessions to familiarize them with TUSD policy and practice related to Students Rights and Responsibilities and Restorative Practices used by administrators to resolve disputes.

III. Term

This agreement shall become effective upon execution by the Parties and remain in effect until terminated by either Party as provided in this agreement.

IV. Termination

Either Party may terminate this agreement by providing written notice to the other Party sixty (60) days prior to termination.

In Witness whereof, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Memorandum of Understanding by and through their respective officers duly authorized.

Pima County Sheriff's Department

Tucson Unified School District

Chris Nanos, Sheriff Date

Dr. H.T. Sanchez, Superintendent Date

Adelita S. Grijalva Date
Governing Board President

Kristel Ann Foster Date
Board Clerk