

REVISED MOTION BY SUPERVISOR HOLLY J. MITCHELL

June 28, 2022

Improving School Climate and Safety

All students have the right to learn in a safe and supportive school environment. To foster a positive school climate that accounts for implicit biases, protects students from harm and trauma, and allows all students to ~~be~~ feel safe and supported, the Board of Supervisors (Board) approved a motion on June 8, 2021 requesting a report back from the Youth Diversion and Development Division (YDDD) of the Office of Diversion and Re-entry (ODR) with recommendations on how to achieve this. Key recommendations included: providing training opportunities to enhance intervention strategies and school districts' capacities to respond to conflicts; increasing direct diversion and service referral pathways from schools to YDDD and community-based providers; creating school partnerships to strengthen supports and service coordination; and creating Youth Empowerment Support Teams to timely respond to harms originating in schools in a restorative and developmentally appropriate manner.

Schools throughout the country contract with – and some have their own – law enforcement agencies for on campus services to improve school safety, and many use law enforcement strategies specifically to prevent school shootings. Unfortunately, researchers find little to no evidence that armed guards and law enforcement in schools prevents on campus shootings. Studies show that law enforcement services have, at best, a limited impact and are not enough on their own to adequately make schools safe.

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In addition, researchers have found [evidence](#) that a law enforcement presence on school campuses can have a [negative impact](#) on students. The [risk](#) of over-criminalization cannot be taken lightly: the probability of negative outcomes for a young person [increases](#), even with a *first-time* arrest, including a decrease in the likelihood of staying in high school, among other concerning indications of educational [achievement](#), [health](#) and well-being. In addition, a recent [analysis](#) found troubling evidence of bias and disproportionate criminalization of Black students resulting from contacts with the Sheriff Department's School Resource Deputies (SRDs) in schools in Los Angeles County (County).

There is sufficient reason to be concerned about the adverse impacts of the SRD program and the County must closely monitor it. More oversight of data collection and reporting is needed to promote transparency and to address the issues identified by researchers as well as school stakeholders. In addition, given the [higher](#) than usual pandemic-era incidents of trauma and anxiety, additional information and data are needed to ensure that students receive the services they need. The County has a broader array of services to offer schools to meet students' needs that are not within the Sheriff's Department's purview.

In recent years, some school districts have developed a robust approach to improving school safety using strategies that address root causes. The Lynwood Unified School District (LUSD) [surveyed](#) students who attend schools in their district on their experience with SRDs, relationships with teachers and staff, and school climate. After identifying problems with school culture, including students reporting feeling unwelcome, overly criminalized, and lacking a sense of belonging, LUSD developed the "Safe Schools Collaborative," which created a set of response protocols for identifying and addressing threats to student safety. This inclusive process, which involved district officials, unions, parents, teachers, law enforcement, and staff, led to a set of action measures and defined roles for all personnel for responding to a range of scenarios, including low-level conflicts and high-level emergencies. Complementing the protocol, LUSD also hired a Public Information Officer and purchased software to identify potential threats or conflicts

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communicated within the school community. The County has an opportunity to support such efforts to develop comprehensive local approaches to school safety.

A growing body of [research](#) finds that services and programs provided in the community can equitably enhance public safety and reduce justice system involvement. [Researchers](#) find that school mental health services improve behavior and school climate and reduce disciplinary referrals. In addition, a review of studies involving participants of restorative justice programs finds that participation leads to a [decrease](#) in exclusionary discipline and harmful behavior, as well as improved school climates. Restorative practices can help students reflect on their actions, develop empathy, and positively impact future decisions. In partnership with YDDD, community-based providers offer a range of diversion services to youth that schools can use to support efforts to improve school climate and safety and equitably reduce reliance on punitive practices, including citation and arrest.

Efforts are underway in the County to expand these services. On November 24, 2020, the Board approved a [motion](#) adopting the [values, vision, and recommendations](#) of Youth Justice Reimagined; committing to transitioning the County's youth justice system to the Care-First model by 2025; and to continue planning and operationalizing this model, including creating a Department of Youth Development (DYD). YDDD provides existing County infrastructure and alternative strategies that can meaningfully improve safety and well-being on school campuses. YDDD's evidence-informed model of pre-booking diversion provides community-based supports and care coordination services to youth. YDDD will soon establish referral partnerships with school districts in the County, and provide learning sessions for school administration, teachers, staff, and students to introduce its provider organizations and broader YDDD services, helping school communities to access providers as a resource for school-based referrals. Additionally, YDDD is preparing to launch supplemental youth development services to begin scaling up for the launch of DYD.

As school communities continue to identify best practices for fostering a safe environment for all students to learn while recovering from the tremendously adverse impacts of the COVID-19 pandemic, the County, in partnership with community

stakeholders, has an opportunity to implement evidence-based solutions that strengthen school climate and safety that are aligned with the County's Care First vision. The County has the power to take an intentional approach towards supporting schools in their efforts to fulfill its responsibility to provide students with a safe and supportive learning environment.

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Approve the Los Angeles County (County) Sheriff's Department's (Sheriff) Board Letter dated June 14, 2022 entitled, "Approval of School Law Enforcement Services Agreement for School Resource Deputy Program," (Letter 1) and the Sheriff Board Letter dated June 14, 2022 entitled, "Approval of School Supplemental Law Enforcement Services Agreement for Special Events," (Letter 2) with the following revisions to the Recommended Actions of each Board letter:

(Letter 1) APPROVAL OF SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM

1. Approve the attached form boilerplate School Agreement for the period from July 1, 2022, through June 30, 2023~~7, unless sooner terminated or extended, with a 12-month option extension, unless sooner terminated,~~ for the provision of full-time law enforcement services on school campuses through the Department's School Resource Deputy (SRD) Program. (~~School Program~~).
2. Delegate authority to the Sheriff to execute School Agreements after obtaining approval from the Inspector General (IG), substantially similar to the attached School Agreement, with school districts in the County requesting full-time law enforcement services, effective July 1, 2022, or upon execution by the Sheriff, whichever is later, through June 30, 2027, unless sooner terminated or extended. The Sheriff's reasonable compliance with the directives in this motion shall be used as the basis for the IG's approval. The IG's approval of these agreements should not be withheld or unreasonably delayed if, in the

sound discretion of the IG, the Sheriff is in compliance with and cooperating in the implementation of the directives included in this motion.

3. Delegate authority to the Sheriff to execute any necessary ~~and all~~ amendments to the School Agreements, not including exercising the option extension referenced in Recommendation 1, after obtaining approval from the IG. ensuring any negative fiscal impact to the County is avoided. The Sheriff's reasonable compliance with the directives in this motion shall be used as the basis for the IG's approval. The IG's approval of these amendments should not be withheld or unreasonably delayed if, in the sound discretion of the IG, the Sheriff is in compliance with and cooperating in the implementation of the directives included in this motion. With the exception of the 12-month option extension, the Sheriff shall notify the IG and the Executive Director of the Sheriff Civilian Oversight Commission (COC) of his intent to enter into any amendments to the School Agreements no later than 15 days prior to the date on which the amendment takes effect.
 - a. In addition, the Sheriff shall return to the Board for approval of the 12-month option extension referenced in Recommendation #1 no later than 45 days prior to the date it takes effect. This option extension shall be subject to the approval of the IG, which should not be withheld or unreasonably delayed if, in the sound discretion of the IG, the Sheriff is in compliance with and cooperating in the implementation of the directives included in this motion.

(Letter 2) APPROVAL OF SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT FOR SPECIAL EVENTS

1. Approve the attached form~~boilerplate~~ School Supplemental Agreement for the period from July 1, 2022, through June 30, 2023~~7~~, unless sooner terminated or extended, with a 12-month option extension, unless sooner terminated, for the provision of as-needed supplemental law enforcement services during special events on or near school campuses.

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2. Delegate authority to the Sheriff to execute School Supplemental Agreements after obtaining approval from the IG, substantially similar to the attached School Supplemental Agreement, with schools and school districts in the County requesting such as-needed supplemental law enforcement services, effective July 1, 2022, or upon execution by the Sheriff, whichever is later, through June 30, 2027, unless sooner terminated or extended. The Sheriff's reasonable compliance with the directives in this motion shall be used as the basis for the IG's approval. The IG's approval of these agreements should not be withheld or unreasonably delayed if, in the sound discretion of the IG, the Sheriff is in compliance with and cooperating in the implementation of the directives included in this motion.
3. Delegate authority to the Sheriff to execute any necessary and all amendments to the School Supplemental Agreements, not including exercising the option extension referenced in Recommendation #1, after obtaining approval from the IG, ensuring any negative fiscal impact to the County is avoided. The IG's approval of these amendments should not be withheld or unreasonably delayed if, in the sound discretion of the IG, the Sheriff is in compliance with and cooperating in the implementation of the directives included in this motion. With the exception of the 12-month option extension, the Sheriff shall notify the IG and the Executive Director of the Sheriff COC of his intent to enter into such amendments to the School Agreements no later than 15 days prior to the date on which the amendment takes effect.
 - a. In addition, the Sheriff shall return to the Board for approval of the 12-month option extension referenced in Recommendation #1 no later than 45 days prior to the date it takes effect. This option extension shall be subject to the approval of the IG, which should not be withheld or unreasonably delayed if, in the sound discretion of the IG, the Sheriff is in compliance with and cooperating in the implementation of the directives included in this motion.

I FURTHER MOVE THAT THE BOARD OF SUPERVISORS:

1. Instruct the Sheriff to report to the Inspector General (IG), Sheriff COC, and the Board of Supervisors (Board), on a quarterly basis, data on the number of student contacts with sworn personnel providing services under these Agreements, broken down by racial, sexual orientation, gender identity, gender expression, and other demographic categories; arrests and other contact types; and types of incidents where the Los Angeles County Sheriff's Department's response and services are requested, including, but not limited to, "willful defiance," "classroom disruption," "prohibited item," "fights," and "assaults." This data shall be made available on the County's Open Data Portal in a reasonably timely manner.
 - a. Instruct the County's Chief Information Officer to report back in writing in 90 days with recommendations on how to ensure that the reporting of this data aligns with other County efforts to publicly share justice related data, with the goal of making this information publicly accessible.
2. Pursuant to Government Code 25303 and County Code section 6.44.190, instruct the Sheriff to provide body-worn camera footage, as well as the name of the deputy or deputies responding to an incident or request for service, in addition to other requests by the IG and the Sheriff COC for the purpose of performing oversight duties, ~~to the IG and the Sheriff COC~~ within 10 days upon their request, excluding requests from the Sheriff COC for records that cannot be legally shared with the Sheriff COC because they are confidential.
3. Require the Sheriff to return to the Board for approval of new future agreements with each school district for school law enforcement services no later than 90 days in advance of the effective date of each agreement.
4. Instruct the Executive Director of the Sheriff COC and County Counsel, in consultation with the Superintendent of the Los Angeles County Office of Education, ~~the~~ Interim Director of the Office of Diversion and Re-entry (ODR), ~~the IG,~~ and then the Director of the Department of Youth Development (DYD) once their tenure begins; ~~they are hired,~~ the IG; Director of the Office of Violence

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Prevention; Sheriff; impacted school districts; and other relevant County and community stakeholders, to report back to the Board in writing in 180 days with language to amend the Agreements under Letter 1 and Letter 2 revising the “Scope of Services” section, to be incorporated into the extension option amendment, that:

- a. More clearly describes the duties of sworn personnel assigned to the ~~School Resource Deputy~~ SRD program, with consideration for the developmental needs of students and how sworn personnel can avoid responding to situations or requests for service in situations that do not require a law enforcement response, including situations involving forms of minor misbehavior or other situations risking unnecessary escalation or criminalization of students. In addition, this language should address the qualifications and experience that a Deputy needs to serve as an SRD ~~School Resource Deputy~~; clearly explain any disqualifying factors; and address the need for developmentally appropriate, trauma-informed training.
- b. Ensures a more accessible, trauma-informed, user-friendly, and developmentally appropriate process for students to make complaints or commendations, with consideration for the need to keep the identity of a student submitting a complaint or commendation confidential unless otherwise required by law or Court order; various issues should be considered, including mistrust of the complaint system, that could deter young people from filing a complaint; the need for a policy and practice for processing verbal complaints as well as complaints shared or submitted on a student’s behalf; and the need to protect students and those who submit complaints on their behalf from possible targeting or retaliation, including in instances where a complaint is not initially submitted through a formal process.

I FURTHER MOVE THAT THE BOARD OF SUPERVISORS:

1. Instruct the Interim Director of ODR, and then the Director of DYD as their tenure begins within 90 days of the beginning of their tenure, to work with school districts located within the Second Supervisorial District that contract for the law enforcement services provided under Letter 1 and Letter 2 to do the following:
 - a. Discuss the possibility of the Youth Diversion and Development Division (YDDD) of the ODR providing diversion services through its contracted providers for students ages 12 and older, and negotiate and draft a Memorandum of Understanding between the YDDD, which will become the new DYD once it is established, each respective school district, and other relevant parties, for such services unless deemed not appropriate by the Interim Director of the ODR, or the soon-to-be-hired Director of the DYD as their employment begins and the DYD is established.
 - b. Discuss the possibility of the YDDD providing youth development services once launched through its contracted providers and negotiate and draft a Memorandum of Understanding for the provision of youth development services between the YDDD, which will become the new DYD, once it is established, each respective school district, and other relevant parties, to be entered into as soon as the Youth Development Network of services is established for that region.
 - c. Discuss the possibility of YDDD providing trainings, through a contracted provider, to school staff in restorative practices to expand on the methods for harm prevention and in-house conflict intervention skills as an internal resource and alternative to engaging SRDs; and negotiate and draft any written agreements needed to provide these trainings. Additionally, these trainings should support the implementation of the diversion and youth development services provided under the Memoranda of Understanding referenced in Directives 6a and 6b.

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- d. Further instruct the Director of the DYD, as their employment begins, or any assigned interim proxy, to report back in writing in ~~420~~ 180 days with the draft Memoranda of Understanding and any other written agreements needed to provide the services referenced in Directives 6a, 6b, and 6c and to notify the Board as to whether the school districts in the Second Supervisorial District that contract for the law enforcement services provided under Letter 1 and Letter 2 have signed these agreements.

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