



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



June 3, 2025

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

76 June 3, 2025

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF SCHOOL LAW ENFORCEMENT SERVICES  
AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of the School Law Enforcement Services Agreement for School Resource Deputy Program (School Agreement) by and between the County of Los Angeles (County) and various school districts for the continued provision of law enforcement services on school campuses.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached boilerplate School Agreement for the period from July 1, 2025, through June 30, 2026, unless sooner terminated or extended, for the provision of full-time law enforcement services on school campuses through the Department's School Resource Deputy Program (School Program).
2. Delegate authority to the Sheriff, or his designee, to execute School Agreements, substantially similar to the attached School Agreement, with school districts in the County requesting full-time law enforcement services, effective July 1, 2025, through June 30, 2026, unless sooner terminated or extended.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

3. Delegate authority to the Sheriff to execute any and all amendments to the School Agreements, ensuring any negative fiscal impact to the County is avoided.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve the boilerplate School Agreement and delegate authority to the Sheriff, or his designee, to execute School Agreements with various school districts in the County for the performance of full-time law enforcement services for the period from July 1, 2025, through June 30, 2026.

The Department's School Resource Deputy Program has provided dedicated law enforcement services to various school districts within the County for approximately 25 years. Fifteen school districts currently participate in the School Resource Deputy Program. The current School Resource Deputy Program includes 1 sergeant, 1 bonus deputy, and 39 deputy sheriffs from 11 different patrol stations.

A Statement of Work (SOW) has been attached to this School Agreement to delineate the responsibilities of the School Resource Deputy. The Department is currently in the development and approval process of the School Resource Deputy Manual.

The Department will provide a written update in six months detailing the progress made in implementing the recommendations issued by OIG.

### **Implementation of Strategic Plan Goals**

The School Agreement is consistent with the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency. This School Agreement enables deputies to provide necessary resources to handle problems unique to school campuses.

Deputies assist the schools with the implementation of programs designed to help prevent school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for numbers of possible disasters including natural disasters, campus violence and terrorism.

### **FISCAL IMPACT/FINANCING**

Under the terms of the School Agreement, the school districts pay the Department for law enforcement services at the prevailing annual billing rates determined by the County Auditor-Controller, pursuant to the policies adopted by your Board.

Fiscal Year (FY) 2024-25 aggregate estimates for the School Resource Deputy Program are \$9,283,122. These revenues will be collected from the school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum. There is no net County cost impact to the Department, as the school districts will be reimbursing the Department for the requested service and related costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The school districts currently contracting with the County desire to continue their participation in the School Agreements.

The School Agreements will commence July 1, 2025, and shall terminate on June 30, 2026, unless sooner terminated or extended. Either party may terminate a School Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller.

The attached boilerplate School Agreement has been approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This request is a renewal of an existing program and will have no impact on current unincorporated area services.

The Honorable Board of Supervisors  
June 3, 2025  
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**CONCLUSION**

Upon approval by your Board, please provide two certified copies of the Board-adopted letter to the Department's Contract Law Enforcement Bureau, Captain Andrew Cruz.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Luna". The signature is fluid and cursive, with the first letter "R" being large and prominent.

ROBERT G. LUNA  
SHERIFF

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

This School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is made by and between the County of Los Angeles ("County") and the CONTRACTING SCHOOL ("School").

**RECITALS**

- (a) Whereas, the Los Angeles County Sheriff's Department ("Sheriff's Department") operates a School Resource Deputy Program which provides full-time law enforcement services to schools and school districts within Los Angeles County; and
- (b) Whereas, the School is desirous of contracting with the County for the performance of law enforcement services by the Sheriff's Department as described herein; and
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (d) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code Sections 53060 and 53069.8, and/or California Education Code Section 35160.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereby agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide law enforcement services for the School to the extent and in the manner set forth in this Agreement, including Exhibit B, Statement of Work. Exhibit B, Statement of Work, delineates the responsibilities of the School Resource Deputies.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement

services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a representative of the School while performing such service for the School, as long as the service is within the scope of this Agreement.
- 2.6 The contracting School shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity

to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the School.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject, and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 As requested by the School, law enforcement services under this Agreement may be performed by dedicated deputy personnel and/or dedicated supervisory personnel.
- 3.2 This Agreement covers 180 days of the regularly scheduled academic school year. Sheriff Department's School Resource Deputy (SRD) daily working hours are eight hours per day, five days per week, excluding weekends, holidays, and non-student school days. SRD hours are typically 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time.
- 3.3 The 180 days of SRD coverage does not include summer school session(s). However, SRD summer school coverage is available via this Agreement at the prevailing hourly school district rate (included in Exhibit A, School Law Enforcement Services Form SH-AD 575).
- 3.4 SRD summer school coverage shall be provided eight hours per day, typically from 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time. There is no minimum days per week for SRD summer school coverage. If a change occurs to a scheduled SRD summer school session shift (cancellation, change of start time, etc.), the school shall notify the station command at least twenty-four hours before the start of the shift to be changed.
- 3.5 SRD hours are not adjustable to provide coverage for after school special events; however, the schools and school districts may enter into the School Supplemental



Law Enforcement Services Agreement for Special Events in order to obtain as needed supplemental law enforcement services for said special events.

- 3.6 As requested by the School, the Sheriff's Department shall provide personnel to perform services under this Agreement as set forth in Exhibit A, School Law Enforcement Services Form SH-AD 575, of this Agreement.
- 3.7 A new Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be authorized and signed annually by the School and the Sheriff or his designee on or before July 1, and attached hereto as an Amendment to this Agreement, to reflect the level of service for the upcoming Agreement year.
- 3.8 Should the School request a change in the level of service other than pursuant to the annual July 1 readjustment, an additional Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be signed and authorized by the School and the Sheriff or his designee and attached hereto as an Amendment to this Agreement, to reflect the revised level of service.
- 3.9 The most recent dated and signed Exhibit A, School Law Enforcement Services Form SH-AD 575, attached to this Agreement shall be the staffing level in effect between the County and the School.
- 3.10 For each newly contracted SRD added to Exhibit A, School Law Enforcement Services Form SH-AD 575, school districts shall be required to pay a one-time startup cost to procure the use and service of a marked black and white Sheriff's patrol vehicle. The County shall retain title and ownership of the patrol vehicle. The patrol vehicle shall be used for the purposes of performing SRD duties. The school district shall be invoiced for the patrol vehicle in a one-time separate billing upon the Sheriff Department's receipt of the signed Agreement and signed Exhibit A, School Law Enforcement Services Form SH-AD 575. The startup cost of the patrol vehicle shall be the prevailing annual rate as determined by the Auditor-Controller of Los Angeles County for the fiscal year in which the services shall commence.

#### **4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement mutually agree as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at schools which would not normally be provided by the Sheriff's Department, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

#### **5.0 INDEMNIFICATION**

- 5.1 Subject to the limitations stated in this Section 5.0, Indemnification, or elsewhere, the County shall indemnify, defend, and hold harmless the School, its officers, directors, employees, and agents (collectively, "School Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional, or reckless act or omission of the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and

appointed officials, directors, employees, agents, or representatives while providing services under this Agreement. With respect to any action or claim within the scope of this Section 5.1, the County shall have the right to use counsel of its own choice, at its sole costs and expense, to defend School Indemnified Parties, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the School Indemnified Parties; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes the County's indemnification of the School Indemnified Parties. The County's obligations hereunder shall be satisfied when the County has provided to the School Indemnified Parties the appropriate form of dismissal (or similar document) relieving the School from any and all liability for the action or claim involved.

- 5.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any School Indemnified Parties (a) based or asserted upon any failure to prevent any crime or tortious act, (b) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives, while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever based or asserted upon any failure to be at any specific location at any time(s) while performing services under this Agreement.
- 5.3 The School understands and agrees that the school law enforcement services and the school resource deputies provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular school at any particular time, or to prevent crime or wrongdoing from occurring at any particular place or time.
- 5.4 Notwithstanding anything contained herein, the County's obligations hereunder to the School or any School Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those

stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the School and all School Indemnified Parties.

- 5.5 The School shall indemnify, defend, and hold harmless the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, and representatives (collectively, "County Indemnified Parties") from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the School ), based or asserted upon any act or omission of the School, its officers, directors, employees, agents, or representatives arising out of or in any way relating to this Agreement. With respect to any action or claim within the scope of this Section 5.5, the School shall have the right to use counsel of its own choice, at its sole cost and expense, to defend the County Indemnified Parties and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County Indemnified Parties if the indemnity tender by the County Indemnified Parties is accepted without a reservation of rights; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes School's indemnification of the County Indemnified Parties. The School's obligations hereunder shall be satisfied when the School has provided to the County Indemnified Parties the appropriate form of dismissal (or similar document) relieving the County Indemnified Parties from any and all liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe the School's obligations to indemnify and hold harmless the County.
- 5.6 The School shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at the School's

sole option and discretion, to satisfy the School's indemnity obligations under this Agreement.

5.7 This Section 5.0, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

## **6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2025, through June 30, 2026, unless sooner terminated or extended in whole or in part as provided for herein.

## **7.0 RIGHT OF TERMINATION**

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least sixty (60) calendar days before the date specified for such termination.

7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **8.0 BILLING RATES**

8.1 For and in consideration of the rendition of the law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.

8.2 The billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service.

## **9.0 PAYMENT PROCEDURES**

9.1 The County, through the Sheriff's Department, shall render to the School a summarized invoice which covers all services performed during said month, and the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

- 9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.
- 9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.
- 9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

#### **10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Public Entity.

#### **11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

**12.0 AUTHORIZATION WARRANTY**

The School represents and warrants that the person executing this Agreement for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Agreement and that all requirements of the School have been fulfilled to provide such actual authority.

**13.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**14.0 NOTICES**

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Andrew B. Cruz  
211 W. Temple St.  
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

## **15.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

## **16.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

## **17.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.



**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Robert G. Luna, Sheriff

Date \_\_\_\_\_

CONTRACTING SCHOOL

By \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By Michela Jackson  
Deputy County Counsel

## **EXHIBIT B STATEMENT OF WORK**

### **1. SCOPE OF WORK**

- 1.1 The School Resource Deputy (SRD) principal responsibilities are the following:

#### **Safety and Security**

**Ensure Safety:** Maintain a safe and secure environment on school premises. This includes monitoring school grounds, surrounding areas, and responding promptly to any incidents of potential criminal conduct or emergencies.

**Crisis Management:** Respond to and handle crisis situations, such as lockdowns, threats, or other law-enforcement related emergencies.

**Work with School Staff:** Collaborate with school administrators, teachers, and counselors to be an active part of the school community. The SRD shall collaborate with the school administrators in maintaining a school safety plan.

#### **Law Enforcement Duties**

**Foster Positive Relationships:** Build trust and positive relationships with students, faculty, and parents. SRD shall be approachable and accessible to address their concerns and work toward establishing a positive learning environment.

**Trespass Prevention:** Deter trespassers and unauthorized individuals from entering school property.

**Enforce the Law:** Detain or arrest students who violate the law within the school premises. This includes laws encompassed by the California Penal Code, Vehicle Code, Health & Safety Code and Welfare & Institutions Code.

#### **Law-Related Resources**

**Community Outreach:** Provide law related educational information to students, faculty, and parents. Topics can include but not limited to information about the law, personal rights, free community programs, health awareness and youth & child safety.

- 1.2 The SRD shall follow all federal/state laws and regulations, the Department's Manual of Policy and Procedures (MPP), which includes the SRD Manual, and the Statement of Work (SOW).
- 1.3 The SRD shall not be present to enforce school rules or administrative discipline on students. The SRD shall only take law enforcement action when criminal conduct is involved.
- 1.4 The SRD is prohibited from participating in school-based discipline, including detentions, suspensions, expulsions, or truancy unless the truancy is for off-campus conduct (i.e., students off school grounds during school hours).
- 1.5 SRD response to school staff calls for service relating to student conduct shall only be for suspected criminal conduct.
- 1.6 SRDs are prohibited from handcuffing a student or restraining a student with Flex cuffs on a school campus unless necessary to address a violent situation. Flex cuffs may only be used in emergency detentions or arrests such as a civil disturbance or any other emergency situation where large numbers of detentions or arrests are anticipated.
  - MPP 3-01/110.20 - Restraining Persons
  - MPP 3-01/110.23 - Handcuffing Prisoners
  - MPP 3-01/110.24 - Use of Flex-Cuffs
- 1.7 The SRD shall adhere to Department policy as it relates to juvenile detention, transportation, booking, and release.
  - MPP 5-02/100.00 – Detention
- 1.8 SRDs are prohibited from utilizing software to monitor student online behavior without reasonable suspicion that a student is involved in criminal activity. The SRD may be required to work with the Department crime analysts and/or detectives to follow up on suspected online criminal behavior/activity when specific, articulable, and credible facts demonstrate a public safety concern justifying the monitoring. All Department members shall be held accountable for any on-duty or off-duty conduct which has a tendency to adversely affect, lower, or destroy public respect and confidence in the Department, or its members.
  - MPP 3-01/000.10 – Professional Conduct

1.9 The SRD taking a juvenile into custody shall notify a parent, guardian, or person having custody of the child without unnecessary delay. The SRD shall inform them the minor is in custody and the location where the minor is being held. When notification is not possible, the reason shall be stated in the Incident Report (627[b] and 308(a) WIC).

- MPP 5-02/040.15 - Notification of Parents and Telephone Calls

1.10 Arrests should occur in private, away from other students. The SRD should avoid making a custodial arrest in the counselor's or psychologist's office.

1.11 SRDs are prohibited from removing a student from campus without a warrant or court order unless the student presents a real and immediate threat to students, school staff, SRDs, other persons, and/or are arrested for a charge which requires booking at a sheriff station.

1.12 The SRD shall notify a school principal or their designee prior to interviewing a student except to protect the privacy of a victim and/or student and where notification would compromise an investigation. The SRD shall document this notification either via CAD/MDC, or in any written report documenting the contact which required notification. Reasonable justification shall be documented if notification is not made.

1.13 All interviews should occur in a private location away from other students. Students should be advised they may request to have a parent, guardian or an adult of their choosing present during the interview except for when there is an immediate threat to public safety or immediate disruption to a criminal investigation.

1.14 Prior to interrogation, the SRD must advise the student of their Miranda Rights in compliance with Welfare & Institutions Code section 625.6(a) which states: Prior to a custodial interrogation, and before the waiver of any Miranda rights, a youth 17 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived. This does not apply to the admissibility of statements of a youth 17 years of age or younger if both of the following criteria are met: The officer who questioned the youth reasonably believed the information the officer sought was necessary to protect life or property from an imminent threat and officer's questions were limited to those questions that were reasonably necessary to obtain that information.

- 1.15 The SRD shall create a log entry via CAD/MDC when a student is contacted for the purpose of conducting an investigation, based on reasonable suspicion, to determine whether the student is committing, is about to commit, or has committed a crime. The log entry must articulate the factual reason for the contact and summarize the outcome of the contact. If the SRD suspects circumstances indicate a possible crime may have occurred that warrants follow-up investigation, a report shall be completed for the purpose of documenting the circumstances. A report shall also be completed if it is determined a crime occurred to document the crime and possible arrest of the student. In the event an SRD has reasonable suspicion supported by articulable facts in which a criminal act is about to occur, the SRD may contact the concerned students to prevent the crime from occurring. All CAD/MDC entries and all written reports must be maintained on file at the SRD's assigned station and provided to school administration upon request, when applicable.

## **2. LASD RESPONSIBILITIES**

- 2.1 All SRDs shall attend the 32-hours of LASD's Mental Health Team and the 40-hour Sheriff's Department's School Resource Deputy training prior to being assigned as an SRD. Topics may include, but are not limited to, youth de-escalation strategies, child and adolescent social emotional development and mental health issues, cultural competency, federal and state disability, anti-discrimination, and special education laws, positive behavioral supports, strategies, and interventions, restorative justice practices, trauma-informed practices for youth, American with Disabilities training, mandatory reporting requirements, school safety planning, crisis response, ethics, adolescent mental health, juvenile law, community youth program, school safety and emergency operations, Diversion and Respond, Observe, Assess, React (ROAR), and understanding the adolescent brain.

When an SRD is newly assigned during the academic calendar, the Department will provide an abridged SRD training, which may include in-person and/or on-line resources, until a full curriculum course can be provided during the pre-planned bi-annual 40-hour SRD training.

- 2.2 LASD shall ensure all SRDs adhere to the Use of Force policy. SRDs are authorized to use only that amount of force that is consistent with Department policy, and which is proportional, objectively reasonable, and reasonably appears necessary at the time to perform their duties. "Objectively reasonable" means that Department members shall evaluate each situation requiring the use of force in light of the known circumstances from the perspective of a reasonable peace officer on the scene, including, but not limited to, the severity of the crime at issue, whether the subject poses an immediate threat to the safety of the Department member or others, and whether the subject is actively resisting, in determining the necessity for force and the appropriate level of force.

The use of force against vulnerable people (children, elderly persons, pregnant people, people with physical or developmental disabilities, people with mental health disabilities, etc.) can particularly undermine public trust and should be used as a last resort. Like any other use of force, the Department will consider the totality of the circumstances when evaluating a Department member's use of force against a vulnerable person.

#### Suicidal Persons or Persons Posing a Danger to Themselves

Department members shall not use deadly force against a person based solely on the danger that person poses to themselves, if an objectively reasonable peace officer would believe the person does not pose an imminent threat of death or serious bodily injury to the Department member or another person.

#### Prohibited Force

The following force options are prohibited unless deadly force is justified:

- All face, head or neck strikes with an impact weapon;
- Striking a person's face, head, or neck against or with a hard object;
- Kicks or knee strikes to a person's face, head, or neck.

#### Displaying Firearms

- Unnecessarily or prematurely displaying a firearm (pistol, rifle, or shotgun) could limit a Department member's alternatives in controlling a situation, may create unnecessary anxiety on the part of members of the public, and could result in an unwarranted or unintentional discharge of the firearm. Department members are expected to exercise sound judgment and critical decision-making when choosing to display a firearm or point it at a person.

- Department members may display a firearm to a threatening person to help establish or maintain control in a potentially dangerous situation if the totality of the circumstances creates an objectively reasonable belief that it may be necessary to use the firearm.
- When a Department member displays their firearm to a threatening person, in the absence of an imminent threat but where they reasonably believe that a potential threat exists, based on the totality of the circumstances, Department members should generally point their firearm in a safe direction without pointing it at a person.
- In situations where a Department member reasonably believes an imminent threat exists based on the totality of the circumstances, that Department member may point their firearm at the threatening person or animal until they no longer reasonably perceive the threat.
- MPP 3-10/020.00 - Use of Force
- MPP 3-10/000.00 - Preamble to the Use of Force Policy
- MPP 3-10/045.00 - Use of Deadly Force and Firearms

### 2.3 Pointed Firearms at Person (Reportable) Incident - Responsibilities of Department Members Using Force

For Pointed Firearm at Person (PFP) incidents, Department members will verbally notify their supervisor as soon and as safely, possible. Unless otherwise specifically directed by the watch commander/supervising lieutenant, Department members shall complete an electronic Pointed Firearm at Person (PFP) report prior to the member going off duty. Department members are not required to complete the narrative portion of the electronic PFP report if the Department member is also completing an Incident Report (SH-R-49) or a supplemental report that will include a thorough description of the PFP incident. In these circumstances, Department members are to cross-reference the Incident Report (SH-R-49) or supplemental report by recording only the URN in the narrative portion of the PFP report.

- MPP 3-10/100.00 – Use of Force Reporting – Department Member Responsibilities

Notice: The written reporting procedures related to the Pointed Firearm at Person (PFP) (referred to as the PFP report) shall become effective once the PFP report form is published. The PFP report form is forthcoming.

2.4 LASD shall ensure all SRDs adhere to the Conducted Energy Weapon (CEW) policy.

While the use of a CEW involves the potential for serious injury, there may be an even greater risk in certain situations. After a CEW is drawn, Department members shall continue to assess the environment and the situation. Absent emergency circumstances, Department members should avoid using the CEW on subjects who are:

- On an elevated or unstable surface which could cause a fall that could result in significant impact injury;
- Operating or riding any mode of transportation;
- In water, mud, or a marsh, and the ability to move is restricted;
- Known to or believed by the member to be pregnant, under 12 years of age, elderly or visibly frail, or to have a pacemaker;
- Near flammable or combustible fumes/liquids. This includes subjects who have been recently sprayed with a flammable chemical agent;
- Handcuffed, restrained, incapacitated, or immobilized, unless doing so is necessary to prevent them from causing serious bodily harm to themselves, or others, and if lesser attempts of control are likely to be ineffective;
- Fleeing or running away, unless the subject is an immediate threat to themselves or others (Department members should continually assess the situation considering the most appropriate tactical plan); and
- Department members should not intentionally activate more than one CEW at a time on the same subject.
- MPP 5-06/045.07 – CEW deployment considerations



- 2.5 Department members are not authorized to use either a carotid restraint or choke holds. Any use of a carotid restraint or choke hold will be investigated like Category 3 force with a mandatory Internal Affairs Bureau (IAB) rollout.

Department members shall not use any restraint method that involves a substantial risk of compressing a subject's airway and reducing the ability to sustain adequate breathing. When Department members use pressure or body weight in an attempt to control a subject who is resisting, they may not use that pressure or body weight in a manner that has a substantial risk of interfering with the subject's breathing. Department members will immediately cease applying body weight or pressure to a subject's back, head, neck, chest, or torso once the subject is restrained and other control tactics are reasonably available other than the use of pressure or body weight.

To help reduce the risk of positional asphyxia, after Department members have handcuffed or otherwise restrained a subject using an approved method, as soon as it is reasonably safe and feasible, Department members shall turn the subject onto their side, allow the subject to sit up, or position the subject in a manner to allow unobstructed breathing. Department members will make all reasonable efforts to ensure that the subject is not left face down in a prone position for longer than that which reasonably appears necessary to gain control. Department members will make all reasonable efforts to prevent the restrained subject from being left unattended.

- California Government Code Section 7286.5 (a)(1)
- MPP 3-10/025.00 – Carotid Restraint and Choke Holds
- MPP 3-10/080.00 – Preventing Compressional and Positional Asphyxia

- 2.6 LASD shall ensure all SRDs provide equal protection of the law without bias based on actual or perceived race, color, ethnicity, national origin, religion, gender, gender identity, disability, sexual orientation, or age, in accordance with the rights secured or protected by the Constitution or laws of the United States.

- MPP 3-01/000.05 - Bias - Free Policing

- 2.7 LASD shall ensure all SRDs, while on duty, are prohibited from exhibiting any tattoo, branding, or other form of body art which may be seen by another person.
- MPP 3-01/050.80 - Grooming and Dress Standards
- 2.8 SRDs are prohibited from displaying any known extremist symbols while on duty.
- 2.9 LASD shall ensure all SRDs, while on duty, adhere to Department policy on political activity, which prohibits engaging in any political activity whatsoever during working hours or on County premises including, but not limited to, the display of political posters, stickers, signs, or similar materials.
- MPP Section 3-01/070.05 – Political Activity
- 2.10 LASD shall ensure all SRDs not participate or join in any group of Department employees which promotes conduct that violates the rights of other employees or members of the public.

Participation in these illicit groups, herein referred to as “deputy cliques” or “subgroups” which often include an associated symbol and/or tattoo, harms morale and erodes public trust. These groups undermine the Department’s goals and can create a negative public perception of the Department, increasing the risk of civil liability to the Department and involved personnel.

- MPP 3-01/050.83 - Employee Groups which Violate Rights of Other Employees or Members of the Public
- 2.11 LASD shall ensure all SRDs not participate, solicit others to participate in, or be members of a law enforcement gang, as defined. Such conduct shall be subject to discipline, up to and including termination, pursuant to Penal Code section 13670(b). SRDs shall not participate in, solicit others to participate in, or be members of a hate group, as defined. Any Department member engaged in membership in a hate group, participation in any hate group activity, or advocacy of any public expressions of hate shall be removed from the Department as a peace officer, pursuant to the provisions of Penal Code section 13682(a) and 13682(b).
- MPP 3-01/050.82 – Prohibition – Law Enforcement Gangs and Hate Groups

- 2.12 LASD must report annually to the Board of Supervisors disaggregated data on student interactions with SRDs to evaluate the reasonableness of such interactions and ensure compliance with the prohibition against discrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SRDs with respect to individual students or others on campus.
- 2.13 LASD must publish CAD/MDC system statistics on all SRD contacts with students. LASD must also track and publish data on SRD contacts resulting in uses of force on students and the level of force used.
- 2.14 LASD will have a well-publicized formal complaint process open to pupils, families, and community members to report incidents of possible peace officer misconduct at schools or during interactions with pupils.
- 2.15 LASD will maintain an electronic database of all complaints.
- 2.16 LASD continues to work on completing an SRD Manual.