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September 25, 2025

Honorable Councilmembers  
Arts, Parks, Libraries, and Community Enrichment Committee  
City Clerk, Room 395, City Hall  
Attention: Mandy Morales

**RESPONSE TO COUNCIL FILE 23-0491, relative to update regarding the Joint Powers Agreement between Department of Recreation and Parks and the Los Angeles Unified School District on the Community School Parks Program.**

**Background:**

On August 7, 2024, Department of Recreation and Parks (RAP) presented a report of the Community School Parks (CSP) program to the Neighborhoods and Community Enrichment Committee, now called the Arts, Parks, Libraries, and Community Enrichment Committee and provided background and information on the matter.

This attached report is an update on the CSP Program regarding the execution of the Joint Powers Agreement between RAP and the Los Angeles Unified School District (LAUSD) that was approved by the Board of Recreation on August 7, 2025 and by LAUSD Board on August 26, 2025.

This Joint Powers Agreement provides a long-term contractual mechanism between RAP and LAUSD that establishes the terms and conditions under which the CSP Program can be expanded as additional funding becomes available.

Key provisions include:

**Term:** Initial term of 10 years, with two additional 5-year extension options.

**Site Use:** RAP is authorized to operate outdoor portions of participating school campuses as CSPs on weekends, holidays, and school breaks. Interior use of facilities is not currently included.



**Operation and Programming:** RAP will provide recreational programming consistent with allowable Civic Center uses, in coordination with LAUSD policies and with LAUSD having final authority over allowable activities. JPA allows RAP to partner with outside service providers and/or nonprofits to assist in activating CSP sites.

**Safety and Staffing:** RAP will be responsible for supervision and gate control during hours of operation. Staffing plans will be mutually agreed upon for each site.

**Maintenance:** RAP will maintain CSP sites during public use periods. LAUSD remains responsible for maintenance during school hours.

**Program Expansion:** The JPA allows for a phased expansion beyond the initial ten sites, subject to mutual agreement and available resources.

**Additional information on Fiscal Impact:**

As stated in the attached RAP board report, there is currently no funding allocated to expand the CSP Program beyond the ten sites. Future growth will depend on securing additional operational funding for full time staff, as well as capital funding potentially through external grants, private partnerships, or future public funding measures. RAP will continue to pursue these opportunities to support long-term expansion and sustainability of the CSP Program.

**Recommendation**

To note and file this report.

Sincerely,



JIMMY KIM  
General Manager

Attachment: Board of Rec & Parks Report 25-142 Community School Parks JPA

APPROVED

August 07 2025

BOARD OF RECREATION  
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-142

DATE August 07, 2025

C.D. #

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: COMMUNITY SCHOOL PARKS PROGRAM – JOINT POWERS AGREEMENT WITH THE LOS ANGELES UNIFIED SCHOOL DISTRICT – CATEGORICALLY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15323 [NORMAL OPERATIONS OF EXISTING FACILITIES FOR PUBLIC GATHERINGS FOR WHICH THE FACILITIES WERE DESIGNED, WHERE THERE IS A PAST HISTORY OF THE FACILITY BEING USED FOR THE SAME OR SIMILAR KIND OF PURPOSE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 23 OF CITY CEQA GUIDELINES

B. Aguirre	_____	M. Rudnick	<u>MR</u>
B. Jones	_____	C. Santo Domingo	_____
C. Stoneham	_____	N. Williams	_____

  
\_\_\_\_\_  
General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed Joint Powers Agreement (JPA), substantially in the form attached hereto as Attachment 1, with the Los Angeles Unified School District (LAUSD) setting forth the terms and conditions for the Community School Parks Program, subject to the approval of the City Attorney as to form;
2. Authorize the Board President and Secretary to execute the JPA subsequent to all necessary approvals;
3. Authorize RAP's Chief Accounting Employee to make payment to LAUSD for reimbursement of Community School Parks program upon the receipt of invoices, from Fund 302, Department 88, Appropriation Account 3040, Contractual Services or other sources of funding that may be identified;
4. Determine that approval of the JPA (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15323 [Normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose] of California CEQA Guidelines as well as Article III, Section 1, Class 23 of City

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CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

### BACKGROUND

The City of Los Angeles, through its Department of Recreation and Parks (RAP), has prioritized expanding access to public recreational space, particularly in historically underserved, high-density neighborhoods where park access is limited. Nearly one-third of Los Angeles residents lack a park within a half-mile of where they live, disproportionately impacting low-income communities and communities of color. Limited available land, lengthy development timelines, and rising acquisition costs have made traditional park expansion difficult. One important strategy toward providing access to safe spaces for play is the opening of schoolyards for community use.

### **Community School Parks Program**

In 2017, the Board of Recreation and Parks Commissioners approved a pilot of the Community School Parks (CSP) Program, a partnership with the Los Angeles Unified School District (LAUSD) to transform underutilized schoolyards into neighborhood-serving parks during non-school hours. RAP formally launched the pilot program in 2018 through an approved Memorandum of Agreement (MOA) with LAUSD, initially opening four elementary school sites to the public on weekends, holidays, and school breaks to provide safe, supervised, outdoor play and recreation opportunities.

During the COVID-19 pandemic, all CSP sites were temporarily closed in 2020 in accordance with public health directives. In 2022, the program was successfully relaunched following the easing of pandemic-related restrictions, beginning with three middle schools. Since the relaunch, RAP expanded the program to ten school sites under Civic Center Permits issued by LAUSD.

These school sites are:

<b>LAUSD School</b>	<b>LA City Council District</b>	<b>Board District</b>
<b>Dr. Mary McLeod Bethune Middle School</b> 155 W 69th St, Los Angeles, CA 90003	9	7
<b>Barack Obama Global Preparation Academy</b> 1700 W 46th St, Los Angeles, CA 90062	8	1



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<b>Northridge Middle School</b> 17960 Chase St, Northridge, CA 91325	12	3
<b>Open Magnet Charter School</b> 5540 West 77th St. Los Angeles, CA 90045	11	4
<b>Leo Politi Elementary School</b> 2481 W 11th St, Los Angeles, CA 90006	1	2
<b>Harvard Elementary School</b> 330 N Harvard Blvd, Los Angeles, CA 90004	13	5
<b>Garden Grove Elementary School</b> 18141 Valerio St, Reseda, CA 91335	4	4
<b>Pio PicoSTEAM Middle School</b> 1512 Arlington Ave, Los Angeles, CA 90019	10	1
<b>Ramona Elementary School</b> 1133 N. Mariposa Ave. Los Angeles, CA 90029	13	5
<b>Camellia Avenue Elementary School</b> 7451 Camellia Ave, North Hollywood, CA 91605	2	6

### Available Programs at CSPs

The Community School Parks (CSP) program offers a wide range of activities and classes for children ages 4 - 13. Participants are introduced to various sports, including soccer, basketball, flag football, volleyball, and pickleball. Classic playground games like kickball are also part of the fun. Beyond sports, CSP features cultural enrichment classes such as drawing, arts and crafts, and jewelry making. For families looking for a more relaxed experience, the program also offers passive recreational activities like board games and access to a variety of sports equipment—perfect for enjoying the open, family-friendly spaces CSP provides.

### Los Angeles Parks Foundation Study

In 2025, the Los Angeles Parks Foundation (LAPF), a non-profit organization, completed a study on the topic titled [Pathways to Play: Community School Parks Final Report](#). This report provides an in-depth analysis of Community School Parks (CSP) program, outlining best practices, operational strategies, and recommendations for expanding access to safe, green spaces, particularly in underserved communities. It emphasizes the importance of partnerships between the Los Angeles Unified School District (LAUSD) and RAP, advocating for a streamlined Joint Powers Agreement (JPA) to ensure equitable park access for all residents.

Among the highlights of LAPF's report is the need for a sustainable funding stream to support staffing, maintenance, programming, and capital improvement. It recommends a multi-year plan

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to open 100 CSP sites in order to capture the impact to residents living within a half mile of a park. The report also recognizes unique characteristics of each CSP site and recommends looking at different models with varying programmatic levels like:

**Fully Programmed (Exterior Only)** - Similar to a community park for exterior use only, where RAP offers a variety of recreational, cultural, and sports programs on weekends, after school, holidays, and in summer.

**Fully Programmed (Interior and Exterior)** - Similar to a community park but includes using the school's gymnasium or all-purpose room where RAP offers various recreational cultural and sports programs on weekends, after school, holidays, and summer.

**Partially Programmed** - Site that includes limited recreational programming.

**Non-profit Programmed Site** - Limited RAP involvement other than supervision. These organizations would be required to meet the LAUSD and RAP permit requirements and be responsible for every LAUSD requirement the proposed Joint Powers Agreement has of RAP.

**Passive CSP** - This model would resemble a typical City pocket park but still require staff to open and close gates. It would also require capital improvements such as playgrounds, fitness equipment, fencing, and access gates to the exterior school grounds to prevent access to other areas of the school. Furthermore, additional consideration is needed to support the maintenance costs of any new capital assets.

Pathways to Play concludes that the CSP program is the City's most promising opportunity to address park equity and should be scaled up significantly with the right governance and funding mechanisms in place.

### **Program Expansion**

Since the program's relaunch in 2022, expanding to additional sites has been a key priority for RAP. That same year, the Board of Recreation and Park Commissioners approved the Plan for the Phased Expansion of the Community School Parks Program, which outlined a multi-year approach including a full-time staffing model to support growth.

In June 2023, the Los Angeles City Council passed a motion directing the Department of Recreation and Parks to enter into a Joint Powers Agreement with LAUSD, with the goal of opening 25 Community School Parks by the end of 2025. School sites were to be selected in consultation with LAUSD.

However, due to current City budget constraints, reaching the 25-site goal by the end of this calendar year will not be feasible. Despite this, RAP remains committed to identifying ways to scale the program. The Department is also developing a Citywide Park Needs Assessment that will explore potential funding mechanisms, and continues to collaborate with nonprofit partners to secure philanthropic support for the program's long-term success.

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### **Site Selection**

The LAUSD includes over 400 elementary schools and more than 70 middle schools. When made available during non-school hours, the play yards and field spaces at these campuses can offer significant community benefits. While most elementary schools lack large turf fields, many middle schools feature grass or turf fields that are generally more suitable for structured recreational programs.

For the 2018 pilot phase of the CSP Program, RAP used GIS data to identify elementary schools with the highest potential to increase the number of residents living within a 10-minute walk ( $\frac{1}{2}$  mile) of open space. Feedback from CSP staff, youth, and community members identified several challenges contributing to low visitation, including limited public awareness of CSP availability, a lack of green space and shade at school play yards, and the absence of structured recreational or cultural programming during public use hours.

Although serving the greatest number of new residents living within a 10-minute walk remains a core priority in selecting school sites, RAP also considers additional factors such as the presence of programmable green space or turf (as opposed to asphalt-only play yards), strong community interest, and active support from LAUSD administrators and staff.

As RAP looked to re-launch in 2022, RAP began to include middle schools as potential sites due to their existing grass or turf fields. These fields not only create a more park-like and inviting environment for children and families, but they also provide cooler surfaces during hot summer months. Additionally, grass or turf fields support a wider variety of recreational programming, including sports like soccer that are better suited to these surfaces.

RAP continues to utilize GIS tools, like the Trust for Public Land's ParkServe mapping platform with updated census data, to identify areas of the city where a new CSP would have the greatest impact. This analysis was complemented by LAUSD data on existing green space to pinpoint ideal sites.

### **KEY JPA PROVISIONS**

This Joint Powers Agreement (Attachment 1) provides a long-term contractual mechanism between RAP and LAUSD that establishes the terms and conditions under which the CSP Program can be expanded as additional funding becomes available.

Key provisions include:

**Term:** Initial term of 10 years, with two additional 5-year extension options.

**Site Use:** RAP is authorized to operate outdoor portions of participating school campuses as CSPs on weekends, holidays, and school breaks. Interior use of facilities is not currently included.

**Operation and Programming:** RAP will provide recreational programming consistent with allowable Civic Center uses, in coordination with LAUSD policies and with LAUSD

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having final authority over allowable activities. JPA allows RAP to partner with outside service providers and/or nonprofits to assist in activating CSP sites.

**Safety and Staffing:** RAP will be responsible for supervision and gate control during hours of operation. Staffing plans will be mutually agreed upon for each site.

**Maintenance:** RAP will maintain CSP sites during public use periods. LAUSD remains responsible for maintenance during school hours.

**Program Expansion:** The JPA allows for a phased expansion beyond the initial ten sites, subject to mutual agreement and available resources.

### ENVIRONMENTAL IMPACT

The proposed JPA would allow for the operation of recreational programming at existing school facilities involving negligible or no expansion of use. Therefore, RAP staff recommends that the Board determine that the Project is categorically exempt.

The proposed Project consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose.

According to the parcel profile reports retrieved on July 28, 2025, none of these sites is located in the coastal zone or in the Historic Protection Overlay Zone. Two are located in the liquefaction zone and one in the methane zone. The use of school recreation areas on weekends or when schools are not in session will not increase the risk of liquefaction or of exposure to methane seepage. Therefore there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project.

As of July 28, 2025, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have listed Barack Obama Global Prep Academy and the Open Magnet School as School Clean Up sites. At Barack Obama Global Prep Academy, the soil was found to be contaminated by lead. The soil was removed and the Department of Toxic Substances Control certified the completion of the remediation in 2007. Open Magnet Charter site was suspected to be contaminated, but a Phase I Environmental Site Assessment led to the closure of the case in 2010. Envirostor and Geotracker reveal that there are remediated leaking underground storage tanks (LUST) in proximity (within 1,000 feet) of three schools: Open Magnet Charter, Harvard Elementary School and Ramona Elementary School. The tanks have been removed and the sites have been remediated between 2001 and 2015. An additional lead remediated site is located within 1,000 feet of Ramona Elementary School. The site is a new residential development built to replace a commercial building. Contaminated soil was removed to the satisfaction of the DTSC, which closed the case in 2023.

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According to the Caltrans Scenic Highway Map, there is no scenic highway located within the vicinity of the proposed sites. Furthermore, the proposed sites are not within historic sites and will not have any significant effect on historic resources.

Based on this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15323 of California CEQA Guidelines and Article III Section 1, Class 23 of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

### FISCAL IMPACT

Implementation of the JPA and continuation of current CSP operations at ten school sites is supported by funding allocated in the Mayor's Adopted Budget for Fiscal Year 2025-2026. This funding allows for staffing, maintenance, and programming at existing sites.

However, no funding is currently allocated to expand of the CSP Program beyond the ten sites. Future growth will depend on securing additional operational funding for full time staff, as well as capital funding potentially through external grants, private partnerships, or future public funding measures. RAP will continue to pursue these opportunities to support long-term expansion and sustainability of the CSP Program.

This Report was prepared by Ryan Carpio, Director of External Affairs, and reviewed by Matthew Rudnick, Executive Officer.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Joint Powers Agreement

**JOINT POWERS AGREEMENT  
BETWEEN  
LOS ANGELES UNIFIED SCHOOL DISTRICT (“DISTRICT”)  
AND  
THE CITY OF LOS ANGELES (“CITY”)**

This **JOINT POWERS AGREEMENT (“AGREEMENT”)** is made and entered into by and between **LOS ANGELES UNIFIED SCHOOL DISTRICT**, a school district duly organized and existing under the laws of the State of California (“**DISTRICT**”) and the **CITY OF LOS ANGELES**, a municipal corporation acting by and through its Board of Recreation and Parks Commissioners (“**CITY**”), as of the date more particularly described on the signature page hereof. CITY and DISTRICT may be referred to herein individually as “**PARTY**”, or collectively as “**PARTIES**”.

**W I T N E S S E T H:**

WHEREAS, CITY has set a goal to increase public park or outdoor recreational space opportunities for residents living in dense, underserved, park-deficient communities; and

WHEREAS, CITY’s goal is to have a public park or outdoor recreational space within one-half mile of such park-deficient communities; and

WHEREAS, CITY has significant challenges in meeting this goal due to a lack of available, affordable properties in the City of Los Angeles, coupled with a lengthy acquisition and development process for new park property, and limited funding and staff resources for such purposes; and

WHEREAS, CITY requested DISTRICT for access to the outdoor recreational facilities of certain schools in order to provide such opportunities to park-deficient communities; and

WHEREAS, CITY recognizes that DISTRICT’s schools are first and foremost facilities for the education of students and, as such, those facilities must be clean and safe for students and conducive to education; and

WHEREAS, CITY and DISTRICT previously entered into a one-year agreement on December 11, 2017 (“**ORIGINAL AGREEMENT**”), for the CITY’s use of certain portions of select school campuses for the operation of a low-intensive use, outdoor recreation, passive park known as a Community School Park (“**CSP**”) under the CSP program (“**PROGRAM**”) operated by the Department of Recreation and Parks (“**RAP**”) through December 11, 2018 (“**ORIGINAL TERM**”); and

WHEREAS, CITY and DISTRICT agreed to extend the **ORIGINAL TERM** of the **PROGRAM** for an additional two (2) years, through the execution of a second agreement (“**SECOND AGREEMENT**”) executed on February 3, 2020, with a term beginning on December 11, 2018 and expiring on December 10, 2020 (“**SECOND TERM**”), through which

CITY agreed to provide funding for RAP's operation of the PROGRAM and to reimburse DISTRICT for costs incurred as a result of RAP's operation of the PROGRAM; and

WHEREAS, RAP currently operates the PROGRAM through DISTRICT issued Civic Center Permits at ten (10) DISTRICT owned and operated schools commonly referred to as, Bethune Middle School at 155 W. 69th Street, Los Angeles, CA 90003 ("**Bethune MS**"), Northridge Middle School at 17960 Chase Street, Northridge, CA 91325 ("**Northridge MS**"), Obama Global Prep Academy at 1700 W. 46th Street, Los Angeles, CA 90062 ("**Obama Prep**"), Harvard Elementary School, 330 N. Harvard Boulevard, Los Angeles, CA 90004 ("**Harvard ES**"), Leo Politi Elementary School, 2841 W. 11<sup>th</sup> Street, Los Angeles, CA 90006 ("**Politi ES**"), Garden Grove Elementary School, 18141 Valerio Street, Reseda, CA 91335 ("**Garden Grove ES**"), Camellia Elementary School, 7451 Camellia Avenue, Sun Valley, CA 91605 ("**Camellia ES**"), Ramona Elementary School, 1133 Mariposa Avenue, Los Angeles, CA 90029 ("**Ramona ES**"), Pio Pico Middle School, 1512 Arlington Avenue, Los Angeles, CA 90019 ("**Pico MS**"), and Open Charter Magnet School, 5540 W. 77<sup>th</sup> Street, Los Angeles, CA 90045 ("**Open Charter**") (collectively, "**Existing CSPs**"); and

WHEREAS, the PARTIES seek to negotiate and enter into a longer term agreement for CSPs and the CITY's operation of the PROGRAM at the Existing CSPs and additional elementary and middle schools (collectively the "**CAMPUSES**" or individually the "**CAMPUS**") as the PARTIES may agree upon; and

WHEREAS, CITY requested to enter into this AGREEMENT with DISTRICT to authorize CITY to operate the PROGRAM within portions of certain DISTRICT owned and operated CAMPUSES, to provide much needed recreational space and programming that will be made available to the students of such CAMPUSES and members of the community; and

WHEREAS, CITY and DISTRICT have agreed to work cooperatively together pursuant to the terms and conditions of this AGREEMENT, to identify CAMPUSES within densely populated areas on an ongoing basis that would be appropriate and feasible for a CSP and PROGRAM operation, to make outdoor facilities and play yards at such CSPs available to students and the community for PROGRAM participation at no charge during weekends, school holidays, and school vacation periods; and

WHEREAS, it is the intention of PARTIES to work cooperatively to support the positive activation of the CSPs for PROGRAM operation, and to explore possible funding opportunities for capital improvements and school greening improvements that would benefit the CSP, their students, and the community; and

WHEREAS, DISTRICT and CITY have agreed to enter into this AGREEMENT for the joint exercise of their governmental powers pursuant to California Government Code Section 6500, et seq., for the use, maintenance, and operation of the CSPs, based on CITY and DISTRICT's desire to create recreational spaces and programming for the benefit of DISTRICT students and the community, as set forth herein and in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and the performance thereof, the PARTIES hereto mutually agree as follows:

1. STATEMENT OF JOINT POWERS; EXERCISE OF POWERS. DISTRICT and CITY desire to enter into this AGREEMENT for the joint exercise of their respective governmental powers pursuant to California Government Code section 6500, et seq. DISTRICT has the power to provide recreation opportunities to the public pursuant to the California Education Code and Civic Center Act, Education Code section 38180 et seq. CITY has the power and duty to promote public recreation opportunities pursuant to Los Angeles City Charter section 590 et seq. Such powers allow DISTRICT and CITY to make their respective real property available to the public for recreation and to exercise such power for the use, maintenance, and operation of each CSP. CITY desires this AGREEMENT in order to meet the recreation needs of the population of the City of Los Angeles. DISTRICT shall exercise this joint power by making portions of certain CAMPUSES available as a CSP as DISTRICT deems appropriate and providing custodial and maintenance services for the CAMPUSES. CITY shall exercise this joint power by operating the PROGRAM subject to the terms, conditions and covenants contained in this AGREEMENT and paying DISTRICT for the costs and expenses arising from operating CSPs on the CAMPUSES.

2. CONDITIONS PRECEDENT AND SUBSEQUENT. The effectiveness of this AGREEMENT shall be contingent upon the satisfaction of all the following (collectively, the "**Conditions Precedent**" and/or "**Conditions Subsequent**"). DISTRICT and CITY hereby covenant and agree that in the event the Conditions Precedent have not been satisfied or waived as of December 31, 2025 as the sole and exclusive remedy of the parties hereto, this AGREEMENT shall automatically terminate and neither DISTRICT nor CITY shall have any further obligations under this AGREEMENT.

a. School Board Approval. DISTRICT's Board of Education (the "**School Board**") shall have approved the execution, delivery, and consummation of the transactions contemplated by this AGREEMENT in an open, regular meeting of the School Board.

b. CITY Approval. CITY's Board of Recreation and Park Commissioners (the "**RAP Board**") shall have approved the execution, delivery, and consummation of the transactions contemplated by this AGREEMENT in an open, regular meeting of the RAP Board.

c. Commencement Date; Expiration Date and Option Dates. CITY and DISTRICT shall acknowledge the COMMENCEMENT DATE, as defined below, and the EXPIRATION DATE, as defined below, for this AGREEMENT in a written instrument or electronic mail sent to one another. As a condition subsequent, CITY and DISTRICT shall acknowledge the commencement date and expiration date of each option to renew period, if exercised by the PARTIES.

d. Funding. As a condition subsequent, each year during the Term, as defined below, and prior to the commencement of the PROGRAM at any CAMPUS, CITY shall represent to DISTRICT that it has adequate funding to undertake the PROGRAM in accordance with this AGREEMENT at each CSP that CITY intends to operate.



e. Payment of Outstanding Fees. CITY shall pay to the DISTRICT the outstanding fees owed for the Civic Center permits issued to date to the CITY for the Existing CSPs in the amount of \$79,380. Payment shall be issued to the DISTRICT within 60 days of the full execution of this AGREEMENT without invoice from the DISTRICT; provided, that if CITY fails to remit payment to the DISTRICT within said 60 days, CITY agrees it shall cease use of the CSPs until CITY has delivered payment to the DISTRICT.

3. TERM AND TERMINATION. The term of this AGREEMENT (for ease of reference, shall be referred to herein as “**TERM**”) shall be ten (10) years from the COMMENCEMENT DATE (“**INITIAL TERM**”), with two (2) options to renew, each option being five (5) years. Each option may be exercised by either PARTY and is subject to the mutual agreement of the PARTIES. The first option shall be exercised no more than six (6) months prior to the expiration of the INITIAL TERM of this AGREEMENT and the second and third option shall be exercised no more than six (6) months prior to the expiration of the then applicable option term.

a. Commencement and Expiration. The COMMENCEMENT DATE shall be the date of the last signature to this AGREEMENT or full authorization of this AGREEMENT by each PARTY’s respective governing body, whichever shall occur last, and shall end upon the expiration of the TERM.

b. Termination. Notwithstanding any provision contained in this AGREEMENT, either PARTY may terminate this AGREEMENT for any reason or no reason upon delivery of ninety (90) days’ written notice to the other PARTY. Upon termination of this AGREEMENT, the CSPs shall no longer be accessible to CITY or the public.

The expiration or earlier termination of this AGREEMENT shall automatically terminate any additional agreement the PARTIES may enter into for a particular CAMPUS or facility.

4. CONSIDERATION; CSP; CSP IDENTIFICATION; PROGRAM.

a. Consideration. In consideration of and subject to the promises, covenants, and conditions contained in this AGREEMENT, DISTRICT shall permit CITY to operate a CSP and the PROGRAM at certain CAMPUSES that DISTRICT deems appropriate, and CITY shall supervise each CSP, operate the PROGRAM and pay for costs and expenses and incur liability arising from each CSP.

i. Liability. Notwithstanding any provision, CITY shall be liable for any personal injury, death, property damage or destruction, or other claim caused by or arising from, or in connection with, the use of the CSPs when a CSP is open and/or CITY, its officers, employees, agents, or persons or third parties retained by CITY to provide programming. CITY’s agreement to incur liability shall also apply to any person that accesses the CAMPUS for the CSP if the CITY does not take reasonable steps to limit such person’s access to the CSP or does not timely report the person’s access to the rest of the CAMPUS to Los Angeles Police Department. CITY’s agreement to incur liability as stated herein shall also apply to hazardous

materials or violations of federal, state or local environmental laws. The foregoing shall not apply to any personal injury, death, property damage or destruction or other claim (including hazardous materials or violations of federal, state or local environmental laws) caused by or arising from the condition of the CAMPUS which condition is caused by the willful act or gross negligence of DISTRICT, its officers, employees or retained third persons.

ii. CITY Pays All Cost For CSP. Notwithstanding any provision, CITY agrees it shall pay all costs and expenses arising directly and indirectly from each CSP and the PROGRAM on a CAMPUS. CITY acknowledges and agrees that DISTRICT shall not be required to spend its general funds for CSPs to allow DISTRICT to utilize such general funds for the benefit of DISTRICT students. DISTRICT discloses it is important that the use contemplated by this AGREEMENT is cost neutral to DISTRICT because budget cuts, declining enrollment, and other factors affect the amount of general funds DISTRICT receives. The cost and expense of M&O services, as defined below, damage or destruction of the CAMPUS or liability arising from the use of the CAMPUSES as CSPs are often expenditures of the general funds and CITY's promise to pay the costs and expenses arising from CSPs is significant consideration for this AGREEMENT.

iii. CITY Supervision. CITY acknowledges the requirement to supervise the public use of the CSP and to provide staff is intended to, among other things, minimize injury and death to persons, damage and destruction of DISTRICT's real and personal property, and maximize that the CAMPUS will be ready for DISTRICT's education program and its students. As additional consideration, CITY shall supervise and operate the PROGRAM at each CSP by either providing its employees or retaining a vendor to provide such on behalf of CITY ("**CSP STAFF**"); provided, that CITY shall remain liable and responsible under this AGREEMENT regardless of any retained vendor. CITY shall provide DISTRICT with at least a 60-day advance written notice of its intention to hire a vendor.

A. CSP STAFF. CITY shall provide a minimum of one (1) or more CSP STAFF for each CSP and CSP STAFF personnel shall be physically on-site at each CSP during each hour when the CSP is open to the public. If CITY provides the minimum one (1) CSP STAFF, CITY agrees the restrooms will not be opened and CITY incurs all responsibility and liability for the unavailability of the restroom to its CSP STAFF; provided, further, that the CSP shall be closed and CSP STAFF shall cause the public to vacate the CSP during any time that CSP STAFF is not monitoring the public's use and activities. If CITY is unable to provide the minimum CSP STAFF for each CSP, CITY agrees it shall not open the CSP.

B. Training. CITY shall hire and train all CSP STAFF to perform at a minimum, the following:

(1) Operate the PROGRAM, monitor the PROGRAM activities, and provide information to the public regarding the recreational opportunities provided by CITY;

(2) Open the CSPs at the beginning of the CSP HOURS, as defined below, and secure the CSPs at the end of the CSP HOURS, including the restrooms, if authorized for use. CITY may request DISTRICT to provide services to open and secure the CSPs on a case-by-case basis per CAMPUS and DISTRICT shall consider such request and determine whether it has staff available to provide such services and the cost to be charged to CITY. DISTRICT shall inform CITY whether it can open and secure a CSP for an identified CAMPUS and the cost for such service. CITY shall notify DISTRICT of its election to use DISTRICT service on specified dates and CITY's notice to DISTRICT shall include full payment for the dates specified. DISTRICT discloses it cannot commit to opening and securing a CSP in advance because of its shortage in manpower; provided, further that if DISTRICT hires employees to provide such service, CITY shall provide DISTRICT with a minimum of eight (8) months' written notice of termination of services so DISTRICT may have a reasonable period of time to discharge such employee, if necessary. DISTRICT discloses that CAMPUS principals are reluctant to commit custodial staff in advance because each school year is different due to student enrollment and educational programs and activities.

Notwithstanding the foregoing, in an effort to reduce the CITY's operating costs, DISTRICT has agreed to provide support staff ("**Civic Center Staff**") to open the CSPs at the beginning of the CSP HOURS, as defined below, and secure the CSPs at the end of the CSP HOURS. The cost for the Civic Center Staff is included in the Civic Center rate as identified in Exhibit C. Should LAUSD not be able to provide Civic Center Staff for this purpose in the future for one or more CAMPUSES, LAUSD shall provide CITY with a 30-day notice for the affected CAMPUS, and CITY shall either agree to provide CITY STAFF or request DISTRICT staff in accordance with this Section for each affected CAMPUS.

CITY and DISTRICT agree that CITY shall not assign any of its obligations under this Agreement to Civic Center Staff and Civic Center Staff shall not perform any of the CITY's duties and obligations under this Agreement except for the opening and closing of the restrooms as provided in Section 4(b)(i) below. CITY agrees that CITY shall remain responsible for the restrooms including supervision and use by the public.

(3) Monitor the public's use of and activities on the CSPs, restricting access to only those areas of each CAMPUS identified as the CSP, and encouraging the public to comply with DISTRICT Policies, as defined below;

(4) Monitor and encourage the safe use of any recreational equipment, such as but not limited to, playground apparatus;

(5) Collect, store, and secure any and all CITY equipment and, if applicable, DISTRICT equipment;

(6) Notify DISTRICT if CSP STAFF becomes aware of any possible injury or death of any person on the CAMPUS, any illegal, unsafe activities and/or behavior not in accordance with DISTRICT Policies and/or CITY Policies (as those terms are defined below), or damage or destruction of the CAMPUS or personal property;

(7) Call law enforcement and, if necessary, emergency services, if CSP STAFF becomes aware of any possible damage or destruction, altercations or disputes, first aid to any person, or comparable situations warranting the involvement of law enforcement and/or emergency services; and

(8) Such other duties as the PARTIES may mutually agree upon in during the TERM.

C. Additional CSP STAFF. If DISTRICT, in its sole and absolute discretion, determines that a particular CSP requires more than one (1) CSP STAFF physically on-site, DISTRICT shall notify CITY of the number of on-site CSP STAFF it recommends and said CSP STAFF number shall be included in the school-specific exhibit.

D. Fingerprinting. Prior to the first time a CSP STAFF will be on-site at a CSP, CITY shall fingerprint said CSP STAFF and such CSP STAFF shall be cleared in accordance with DISTRICT's requirements set forth in Exhibit "D", which requirements may be adjusted during the TERM so long as DISTRICT provides notice to CITY. CITY agrees it shall require each of its CSP STAFF to notify CITY of any arrests and/or convictions that violate the requirements set forth in Exhibit "D" and CITY shall notify DISTRICT. CITY agrees that upon request by DISTRICT, CITY shall remove and replace any person employed or retained by CITY to staff and provide supervision on a CSP.

E. Daily Inspection. CITY shall require its CSP STAFF to complete an inspection of the CSP at the opening and closing of each period of use. CSP STAFF shall record any damage or destruction of DISTRICT property or other unsafe condition within the CSP and deliver (via electronic mail) a copy of said record to DISTRICT within twenty-four (24) hours of closing. The PARTIES agree to work together to develop a standard form and any necessary procedures to be used for reporting purposes, and acknowledge that CSP STAFF's reporting of any damage, destruction or unsafe condition ("Reported Conditions") within the CSP is not an admission by CITY of responsibility for such Reported Conditions.

b. CSP. The term "CSP" or "CSPs" shall mean the outdoor area CITY will operate on a portion of a CAMPUS. A CSP shall consist of outdoor recreation areas of a CAMPUS that the PARTIES mutually agree upon such as, but not limited to, playgrounds and play areas, athletic fields, and sports courts. A list of the initial CAMPUSES subject to this AGREEMENT is in Exhibit "A". Exhibit "A-1" through "A10", attached hereto and incorporated herein by reference, depict the CSP at each campus.

i. Restrooms and Parking. A CSP shall not include access to parking on the school site, unless approved to in writing by DISTRICT, and only as identified in the school specific exhibit. A CSP shall include access to designated restroom facilities, provided that, CITY agrees that leaving the restrooms open for use for the duration of the CSP requires additional supervision. DISTRICT and CITY have agreed that CITY shall not leave the designated restrooms open, but rather, CITY staff shall direct Civic Center Staff to open and close the restrooms for the public's use on an as needed basis.

ii. No Indoor Facilities. A CSP shall not include any indoor facilities of the CAMPUS including, but not limited to, gymnasiums, weight rooms, dance studios, multi-purpose rooms, auditoriums, cafeterias/kitchens or computer rooms.

c. Additional CAMPUS. Nothing herein shall prohibit DISTRICT and CITY from working cooperatively to identify and establish CSPs at additional CAMPUS locations to increase access to outdoor recreational space for the DISTRICT students and the community. CITY may identify prospective CSP locations in densely populated, park deficient communities, and request to DISTRICT that such CAMPUS be included in this AGREEMENT. DISTRICT shall consider such request and consult with the CAMPUS principal and internal DISTRICT departments. If DISTRICT, in its sole and absolute discretion, agrees to such request, the proposed CAMPUS shall be incorporated into this AGREEMENT by an amendment mutually agreed upon and executed by the PARTIES with prior approval by the RAP Board. An “**Additional CAMPUS**” shall be a DISTRICT operated school that is added to Exhibit “A” after the PARTIES’ original execution of this AGREEMENT. CSP site identification will therefore take into consideration criteria such as park need, density, social and environmental factors such as pollution burden, community and school support, site suitability and feasibility, and other related criteria. Notwithstanding the above, a CAMPUS occupied by an independent charter school, or a CAMPUS with an existing contract, shall not be subject to this Agreement or added to this Agreement.

d. CSP Activation. Before using a CSP and operating the PROGRAM, CITY shall submit to DISTRICT the form attached hereto as Exhibit “E” (or such other form that the PARTIES may agree upon) (such form referred to as the “**CSP Application**”). DISTRICT shall evaluate the request and consult with the principal of the CAMPUS and internal DISTRICT departments. DISTRICT shall notify CITY whether its use may begin as requested. CITY agrees no use of a CAMPUS as a CSP for the PROGRAM may begin without DISTRICT’s consent to a request.

e. PROGRAM. The term “**PROGRAM**” shall include the outdoor recreation uses allowed under this AGREEMENT and as may subsequently be agreed to between the PARTIES for the benefit and enjoyment of the public, but particularly the community surrounding each CSP.

f. CSP Storage Space. DISTRICT discloses that many of its schools are older and lack space. If space is available, DISTRICT shall provide CITY with an area in which CITY, at its sole risk and liability, may place one (1) locking, storage container not to exceed the size of twenty (20) foot by ten (10) foot to store its outdoor recreation equipment and other supplies necessary to operate the PROGRAM. CITY shall not store any combustible, flammable, explosive or hazardous material in the container. CITY shall secure the storage container as it deems appropriate. CITY agrees DISTRICT shall not be responsible or liable for any loss, theft, damage or destruction of any property in such storage container or the storage container itself.

Although DISTRICT does not have an obligation, there may be instances where the administration of a CAMPUS has offered existing storage container(s) for storage. CITY shall comply with the above requirements as if the storage container(s) are CITY-owned. If the CITY will be using DISTRICT-owned storage container(s), it shall be noted on the respective Exhibit

for the school. If in the future DISTRICT decides that the storage container(s) will be needed for DISTRICT purposes, CITY shall remove its property from the storage container(s) and return all keys to DISTRICT.

5. DISTRICT PRIORITY; USE; PROHIBITED USE.

a. DISTRICT Priority. Notwithstanding any provision, CITY agrees that the following DISTRICT uses (collectively referred to as “**DISTRICT Use**”) shall take priority and supersede use by CITY under this AGREEMENT subject to the notice requirements:

i. DISTRICT and School Uses. Each CAMPUS is a school first before a park or outdoor recreation area for the public, and DISTRICT and school uses and activities shall take priority over any use by CITY so long as DISTRICT provides CITY with a minimum of ten (10) days prior written notice. DISTRICT discloses that education involves more than intellectual instruction and encourages extracurricular activities to enrich, educate and broaden the experiences of its students. DISTRICT agrees to take into consideration CSP activities at each CAMPUS and make reasonable efforts not to disrupt the continuity of CSP activities if possible; and

ii. Contracts Benefiting School. Any lease, license or contract for use and/or filming permit for any CAMPUS shall take priority over any use by CITY under this AGREEMENT so long as DISTRICT provides CITY with a minimum of thirty (30) days prior written notice. DISTRICT discloses that each school that has a non-DISTRICT use pursuant to a lease, license or contract for use, or filming permit receives a portion of the fee collected from the non-DISTRICT user that may be used for the benefit of the CAMPUS and/or students enrolled at such CAMPUS. This is a valued source of raising funds that must be preserved.

b. CSP Uses. Each CSP is located on a school, and CITY’s use of each CSP shall generally be consistent with the uses that DISTRICT allows under a Civic Center Permit and, regardless of the partial list provided in Exhibit “B” and notwithstanding any provision in this Agreement, CITY shall not operate athletic competitions, tournaments or other organized competitive activities (including sports and other non-sports activities) at a CSP; provided that CITY may request such use and DISTRICT may agree to such use and the parties shall enter into a mutually agreeable contract, if required by DISTRICT, setting forth the fee, terms and conditions for such use. CITY acknowledges that use of a CSP for athletic competitions, tournaments or other organized competitive activities may increase the number of participants and/or visitors/spectators at a CSP, and, as a result, the costs and expenses to maintain the CSPs, including, but not limited to, cleaning of the restrooms, may increase. Such use may also result in additional liability which may result in the DISTRICT imposing additional insurance requirements, among others. For purposes of clarity, “athletic competitions, tournaments or other organized competitive activities” as such term is used in this paragraph does not include scrimmages and activities included as part of the instructional course or program in recreation conducted by CITY so long as such scrimmages and activities shall be limited to the enrolled participants of said course or program and would qualify for a DISTRICT issued Civic Center Permit. Scrimmages and activities may involve other CSPs operated by CITY (as an example, Bethune MS CSP may scrimmage against Northridge MS CSP). Per CITY, if CITY offers a

course in learning volleyball, it wants to give the participants of the volleyball course the opportunity to try those skills in a scrimmage. Scrimmages and activities shall not be interpreted to apply to any course or program conducted by CITY which involves teams, squads or players or performers outside of the course of program conducted by CITY.

CITY shall develop its PROGRAM in accordance with this AGREEMENT and DISTRICT Policies, and DISTRICT shall collaborate with CITY in CITY's development of the PROGRAM. CITY and DISTRICT understand that the PROGRAM at each CSP may not be the full complement of uses and activities depending on the unique aspects of each CAMPUS. CITY and DISTRICT shall mutually agree on the PROGRAM uses and activities for each CSP and CITY agrees that if the PARTIES cannot mutually agree on a use and/or activity, DISTRICT shall have the final decision as to whether such use and/or activity may occur on DISTRICT property. CITY shall be solely responsible to operate the CSP and provide the PROGRAM at each CSP. CITY shall provide DISTRICT, only upon request, with reasonable information of a PROGRAM and an accounting of costs for the Program at an identified CSP. Such requests shall be made no more often than on a quarterly basis. Notwithstanding, CITY shall not perform maintenance or alter CAMPUSES except as allowed by DISTRICT in a written instrument executed by DISTRICT's Chief Facilities Executive or Director of Real Estate & Business Development.

c. Prohibited Uses. Notwithstanding the general scope and intent of this AGREEMENT, the CSPs shall not be used for:

i. Any activity that would not qualify for the issuance of a Civic Center Permit or is not authorized by DISTRICT. A partial list of activities permitted under a Civic Center Permit is provided in Exhibit "B";

ii. Any activity or use that is prohibited by law, prohibited by DISTRICT Policies or which DISTRICT objects to or prohibits. Animals are prohibited except for Service Animals as defined by the Americans with Disability Act;

iii. Any activity that is a risk of injury or death to any person, damage or destruction of any property, or will increase DISTRICT's costs of operation or maintenance of the CAMPUS directly or indirectly arising from a CSP;

iv. Any commercial activity or other activity involving the sale, purchase, barter or the exchange of any consideration for goods or services including, but not limited to, food trucks, concession stands, sales booths; and

v. Any activity that involves an admission, a donation, or any other consideration to enter, view, participate, or otherwise attend. In regard to this subsection, CITY may charge or require the payment of a fee to cover its direct costs in making the CSPs available to the public or providing the PROGRAM or other services or programming.

d. Two or More Uses on a CAMPUS is Prohibited. CITY and DISTRICT agree that a CSP shall not operate on the same day during time a DISTRICT Use is occurring

unless the PARTIES agree on a security and safety plan to prevent the public from intermingling with students.

e. Temporarily Closing a CSP. CITY or DISTRICT may temporarily and immediately close a CSP in the event of an emergency or if any PARTY deems the use of the CSP as being unsafe or there is insufficient CSP STAFF to appropriately supervise and monitor use of the CSP. The PARTY temporarily closing a CSP shall notify the other party of such closure and anticipated date of re-opening.

6. CSP HOURS. CSPs may be available on Saturdays, Sundays, school holidays, and during school breaks (Winter Break, Spring Break, and Summer Break) as approved by DISTRICT in consultation with the respective principal for the CAMPUS for each CSP. The days and hours of use (“CSP HOURS”) shall generally not exceed:

When School Is In Session:

Saturdays: 8:00am to 6:00pm

Sundays: 9:00am to 4:00pm

School Breaks

(Winter Break, Spring Break, Summer Break, and School Holidays):

Monday to Saturday: 8:00am to 6:00pm

Sundays: 8:00am to 4:00pm

CITY shall have exclusive use of the CSP during CSP HOURS as approved by DISTRICT. If CITY has not activated the use of a CSP, DISTRICT may allow public use of the CAMPUS pursuant to DISTRICT Policies.

## 7. POLICIES AND SERVICES.

a. DISTRICT Policies. The term “**DISTRICT Policies**” shall mean any DISTRICT policy, procedure, rule, regulation or standard that may apply to the CAMPUS, or the use contemplated by this AGREEMENT.

b. CITY Policies. The term “**CITY Policies**” shall mean any CITY policy, procedure, rule, regulations or standard that may apply to its CSP STAFF, supervision at the CSP, the operation of the CSP and PROGRAM, and the health, safety, and general welfare of the public at the CSP or CAMPUS. CITY Policies shall:

i. Apply to its CSP STAFF.

ii. Be primarily for the operation of the PROGRAM and the health, safety, and general welfare of the public on the CAMPUS during CSP HOURS. In the event of a conflict, dispute, or situation related to the use of a CSP or CAMPUS, CITY will defer to DISTRICT’s preference for such use to preserve or protect and/or minimize damage to the CSP and CAMPUS or minimize risk of injury or death to persons.



c. No Discrimination. Each PARTY agrees to comply with federal and state laws pertaining to discrimination. In connection with all work performed under their respective agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition. The foregoing shall also apply to all contractors, subcontractors or other vendors retained by either PARTY for this AGREEMENT.

## 8. MAINTENANCE.

a. M&O Services. The term “**M&O Services**” shall mean all services provided by DISTRICT in accordance with DISTRICT Policies for school facilities and for the CAMPUS to be in a good, clean and safe condition for staff and students. Services such as, but not limited to, custodial, general maintenance, pest management and utilities; provided, that electricity, water, sewer, internet and other such power or utility is provided by the appropriate provider and DISTRICT shall have no responsibility or liability for any interruption of such power or utility. If the PARTIES agree that a CSP will include restrooms, DISTRICT shall also provide M&O Services in accordance with DISTRICT Policies. CITY requires DISTRICT to remove all types of graffiti as soon as possible and CITY shall pay for the removal of all graffiti occurring on the CAMPUS during CSP HOURS. “**Graffiti**” refers to any writing, printing, symbol, figure, design, or other material written, sprayed, painted, or otherwise applied to any exterior surface of the CAMPUS walls, fences, sidewalks, curbs, or permanent structure without the authority or consent of DISTRICT. If graffiti contains language or imagery that depicts hate, racial discrimination, profanity, vulgarity, gang-related content, or if it mentions a CITY or DISTRICT staff member by name, DISTRICT shall block or otherwise obscure the graffiti as quickly as reasonably possible after being reported to DISTRICT.

b. CITY Pays for M&O Services. CITY shall pay to DISTRICT the cost of M&O Services for the CSP and CAMPUS arising directly or indirectly during the CSP HOURS or from the users of the CSP based on Civic Center rates.

i. Four Hour Increment. The cost for M&O Services for the PROGRAM shall be based on the policy in effect for Civic Center permits. The Civic Center rate, which includes M&O services, is included in Exhibit “C” and is based on what CITY anticipates the usage of the CSP may be when this AGREEMENT was being discussed. The PARTIES agree to re-evaluate the M&O services necessary for the CSP to be left in a clean, safe, and sanitary condition for DISTRICT use as a school. CITY agrees DISTRICT shall have the final decision in determining the number of hours of M&O services. CITY understands a CSP is part of a CAMPUS and use as a school is the first priority, and CITY agrees the CAMPUS, including the CSP shall be clean and ready for use by the students and staff of the CAMPUS. If additional M&O Services are required for a CSP at a CAMPUS, as determined by the DISTRICT (“**Additional M&O Services**”), the Additional M&O Services shall be provided at a minimum of four (4) hours per CSP day at a CAMPUS. The current hourly rate for the Additional M&O Services is also included in Exhibit C.

ii. Estimated Cost. Before commencing use of a CSP, CITY shall pay DISTRICT the estimated cost for the Civic Center rates, including M&O Services, which shall

include the cost for the next fiscal year or any portion thereof. CITY may elect to pay the amount in one (1) payment prior to commencement of a CSP on a CAMPUS or on a bi-annual basis, due on or before July 1<sup>st</sup> for the period of July 1 – December 31<sup>st</sup>, and January 1<sup>st</sup> for the period of January 1<sup>st</sup> – June 30<sup>th</sup>. DISTRICT shall provide a written estimate for the Civic Center rate, including M&O Services, based on the CSP Application submitted by CITY.

iii. Unanticipated M&O Services. CITY shall pay DISTRICT to remove graffiti and for any other unanticipated circumstances requiring M&O Services arising during CSP HOURS or from users of the CSP (“**Unanticipated M&O Services**”).

iv. Accounting; Reconciliation. DISTRICT agrees to provide CITY, only upon request, with a reasonable accounting of all costs for the Civic Center rate, including M&O services and supplies for the CSP identified in the request. Such requests shall be made no more often than on a semi-annual basis.

CITY and DISTRICT shall perform periodic reconciliation calculations for Additional M&O Services. Such reconciliations shall take place after July 1 of the next fiscal year. If such reconciliation results in a credit for CITY, such credit shall be applied to the next payment; provided, that if this AGREEMENT has expired or is terminated, DISTRICT shall pay such credit to CITY within ninety (90) days of such determination without invoice or demand. If such reconciliation results in funds owed, CITY shall pay such amount to DISTRICT within ninety (90) days of such determination without invoice or demand.

d. Rate Schedule. The schedule of rates in effect for Civic Center and Additional M&O Services as of the date of this AGREEMENT is attached hereto as Exhibit “C”. DISTRICT may adjust said rates at any time during this AGREEMENT so long as DISTRICT provides CITY with a minimum of thirty (30) days written notice.

## 9. DAMAGE AND DESTRUCTION.

a. Performed by DISTRICT. In the event of any damage or destruction of a CAMPUS or CAMPUSES including CSPs, DISTRICT, in its sole and absolute discretion, shall determine what action it will take such as, but not limited to, demolition of the facility or improvement or repair or replacement of the damage or destruction. Any repairs or replacements will be performed by DISTRICT in accordance with DISTRICT Policies.

b. Paid by CITY. CITY shall pay for the cost of repairs or replacements for any damage or destruction to a CAMPUS including a CSP if such damage or destruction occurs during CSP HOURS or from the users of the CSP. DISTRICT shall provide CITY with an invoice for such repairs or replacements and CITY shall pay DISTRICT within sixty (60) days of its receipt of said invoice. If CITY fails to deliver payment to DISTRICT within sixty (60) days of its receipt of said invoice, CITY’s use at such CAMPUS shall automatically terminate.

DISTRICT discloses that because CSPs are part of the larger CAMPUS, DISTRICT will likely repair or replace damage or destruction quickly for the benefit of the safety, good health and well-being of the students. As such the common arrangement of a party

paying in advance of work cannot apply in this situation. This means DISTRICT will likely front-fund and pay for such repairs or replacements with general funds and this imbalance cannot continue for a prolonged period.

10. INSURANCE. On an annual basis, and prior to the commencement of any use under this AGREEMENT, CITY shall provide and keep in force insurance that meets the standards per Exhibit "F". Such insurance to remain in full force and effect throughout the TERM and until all outstanding issues arising from this AGREEMENT have been finally resolved. The Commercial General Liability Policy, Abuse coverage and the Commercial Automobile Policy must contain an Additional Insured Endorsement wording of:

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
& THE BOARD OF EDUCATION OF THE CITY OF LOS ANGELES  
333 S. Beaudry Avenue, 28th Floor, Los Angeles, CA 90017**

CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the requirements in Exhibit "F" for General Insurance, Workers Compensation, and Property Insurance; provided, that CITY shall deliver to DISTRICT a statement of its self-insurance that is acceptable to DISTRICT before commencement of any use. DISTRICT shall have the right to review and adjust insurance requirements and CITY shall provide to DISTRICT acceptable evidence of satisfaction of insurance requirements within ten (10) business days of DISTRICT's notice to CITY. Notwithstanding the foregoing, if CITY is unable to satisfy the insurance requirements set forth in Exhibit "F", as such requirements may be amended, DISTRICT may terminate this AGREEMENT immediately upon delivery of written notice to CITY.

11. INDEMNIFICATIONS.

a. CITY Indemnity. CITY agrees to indemnify, defend, and save harmless DISTRICT, its agents, officers and employees ("**DISTRICT Indemnitees**") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, personal injury, death, property damage, or Workers' Compensation suits, arising from or connected with the operations or services of CITY or performed on behalf of City by any person under this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages arise from a CSP or are caused by or result from the negligent or intentional acts or omissions of CITY, its trustees, officers, agents or employees.

b. DISTRICT Indemnity. DISTRICT agrees to indemnify, defend, and save harmless CITY, its agents, officers and employees ("**CITY Indemnitees**") from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, personal injury, death, property damage, or Workers' Compensation suits arising from or connected with the operations or services of DISTRICT or performed on behalf of DISTRICT by any person under this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, attorneys'

fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its trustees, officers, agents or employees.

c. Notice. PARTIES agree to provide prompt notice to the other of (1) any communication regarding injury or damage caused by or arising from or in connection with the CSPs, and (2) any administrative claim filed with either PARTY or any complaint or petition filed with a court regarding such injury or damage.

12. NO RIGHTS TO CAMPUSES. Notwithstanding any reference in this AGREEMENT, nothing in this AGREEMENT is intended to give CITY any rights to use any other facilities and real property of the CAMPUSES, which are not identified as part of the CSPs in Exhibit “A” or on the CSP Application. As stated above, CITY’s use is limited to a passive, outdoor recreation area and CITY has an obligation to supervise and monitor use by the public and exercise reasonable efforts to limit access to the designated CSP area.

13. NO TRANSFER. Neither PARTY shall have the right to assign, sublease, license or otherwise transfer (collectively referred to as “**transfer**”) any or all of its rights or interests in, or obligations under, this AGREEMENT to any third party except as follows:

a. DISTRICT. DISTRICT shall be permitted to allow the CAMPUS students and user groups of the CAMPUSES to use the CSP outside of CSP HOURS and for uses permitted by DISTRICT Policies. DISTRICT shall be permitted to grant use of the CSP in accordance with applicable laws and DISTRICT Policies if CITY has not activated a CSP at the particular CAMPUS or such use will occur outside of CSP HOURS. The organizations to which DISTRICT grants a permit to use the CSPs and/or CAMPUSES shall be collectively referred to as the “**DISTRICT Permittees**” and permits that may be issued hereunder by DISTRICT-to-DISTRICT Permittees are referred to herein as the “**DISTRICT Permits**”. No DISTRICT Permittee shall be considered a third-party beneficiary of this AGREEMENT. Nothing in this AGREEMENT shall prohibit CITY from applying for use of the CSP or CAMPUS or any other DISTRICT facility available for use subject to California Education Code.

b. CITY. CITY shall have no right to grant use of a CAMPUS or CSP to any person, entity or organization except CITY may allow the community and public to access the CSP for the PROGRAM. CITY shall not transfer or issue any permit or other contract that allows use of the CSP without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT’s sole and absolute discretion. CITY may retain a third-party or vendor to operate the PROGRAM on behalf of CITY.

c. Assignment. The rights and obligations of each PARTY under this AGREEMENT shall not be assigned without the proper written approval of the other PARTY, which approval may be denied or conditioned in such other PARTY’s sole and absolute discretion. No such assignment will relieve the assigning PARTY of its obligations under this AGREEMENT. It is agreed by the PARTIES that CITY may, from time to time, desire to offer programming such as yoga or other passive and low intensity recreational activities at the CSPs. CITY may allow such additional programming to be provided by a third-party, provided that CITY remains responsible and liable under this AGREEMENT, the third-party providing such

programming is a CITY employee or a person or legal entity retained by CITY to provide such programming. At no time shall CITY charge a fee in exchange for use of the CSP or any amenity of the CAMPUS, nor shall CITY collect fees from individuals participating in such programming in excess of CITY's direct cost (no profit).

14. CITY'S DEFAULT; DISTRICT REMEDIES.

a. CITY's Default. CITY shall be in material default of any of its obligations under this AGREEMENT if CITY fails to observe and perform CITY's obligations hereunder when such failure continues for thirty (30) days after written notice thereof to CITY. Failure to provide written notice of noncompliance of the terms or conditions by DISTRICT shall not constitute a waiver of the terms and conditions.

b. DISTRICT's Remedies. In the event of any default by CITY as described in Section 14.a above, subject to all applicable laws that may restrict remedies against a body corporate and politic, including, but not limited to, restrictions within the California Government Code, DISTRICT may, in addition to any other rights or remedies at law or in equity, terminate this AGREEMENT upon delivery of written notice to CITY.

15. NOTICES. Any executed copies of this AGREEMENT and all related documents may be executed and delivered by mail or email transmission. The recipient of said transmission shall consider such delivery to constitute delivery of the originally executed document. All PARTIES to this AGREEMENT hereby warrant and represent that any document which they deliver by email transmission shall be true and correct copy of the original document. All PARTIES hereby agree that, when delivery of a document is affected by email transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered. All notices required in this AGREEMENT shall be in writing and may be sent by electronic mail. Any PARTY delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Los Angeles Unified School District  
333 South Beaudry Avenue, 23rd Floor  
Los Angeles, California 90017  
Attn: Chief Facilities Executive  
And Director, Real Estate & Business Development  
Phone: (213) 241-6457  
Email: krisztina.tokes@lausd.net  
mark.borison@lausd.net

With a copy to: Office of General Counsel, Facility Services Team  
Los Angeles Unified School District  
333 South Beaudry Avenue, 23rd Floor  
Los Angeles, California 90017  
Attn: Chief Facilities Counsel  
Phone: (213) 241-4968

Email: mark.a.miller@lausd.net

CITY: City of Los Angeles  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, California 90012  
Attn: General Manager  
Phone: (213) 202-2633  
Email: jimmy.kim@lausd.net

With a copy to: City of Los Angeles  
Department of Recreation and Parks  
221 North Figueroa Street, Suite 300  
Los Angeles, California 90012  
Attn: Board of Commissioners Secretary  
Phone: (213) 202-2640  
Email: \_\_\_\_\_

Any party may change its address for notices by providing notice of such address change in accordance with this Section.

16. ENTIRE AGREEMENT. It is understood and acknowledged that there are no oral agreements between the PARTIES hereto affecting this AGREEMENT. This AGREEMENT supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the PARTIES hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this AGREEMENT. This AGREEMENT, the exhibits and schedules attached hereto, and any side letter or separate agreement executed by DISTRICT and CITY in connection with this AGREEMENT and dated of even date herewith, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the use and occupancy of the CAMPUSES, and shall be considered to be the only agreement between the PARTIES hereto and their representatives and agents with respect to such subject matter, and none of the terms, covenants, conditions or provisions of this AGREEMENT can be modified, deleted or added to except in writing signed and duly delivered by all the PARTIES hereto.

17. COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other PARTIES to this AGREEMENT attached thereto.

18. DELAYS. Neither of the PARTIES hereto shall be liable to the other PARTY on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil disturbances, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the party whose

performance is delayed, the delayed PARTY shall have the right to extend the time for performance of any act delayed thereby by the amount of time for which such performance was so delayed, provided that the delayed PARTY provided written notice of the delay and a reasonable description thereof to the other PARTY no later than fifteen (15) days after the delay commenced.

19. SEVERABILITY. If any term, covenant or condition of this AGREEMENT shall, to any extent, be deemed by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, this AGREEMENT shall automatically terminate. The PARTIES may negotiate and enter into a new agreement for the use of CAMPUSES.

20. WARRANTIES.

a. DISTRICT's Warranties. As an inducement to CITY to enter into this AGREEMENT, DISTRICT represents, warrants and covenants that:

i. It is a duly organized and existing school DISTRICT under the laws of the State of California;

ii. It has the power and authority to carry on its function as a school district, to enter this AGREEMENT (subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals), and to consummate the transaction herein contemplated;

iii. Subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, all actions to be taken by or on behalf of DISTRICT to authorize it to make, deliver and implement the terms of this AGREEMENT have been duly and properly taken prior to the execution of this AGREEMENT; and

iv. Subject to DISTRICT obtaining the approval of the Board of Education, if required, and any other required governmental approvals, this AGREEMENT is a valid and binding obligation of DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

b. CITY's Warranties. As an inducement to DISTRICT to enter into this AGREEMENT, CITY represents, warrants and covenants that:

i. It is a body corporate and politic, duly organized and validly existing and in good standing under the laws of the State of California;

ii. It has the power and authority to enter into this AGREEMENT, and to consummate the transaction herein contemplated;

iii. All actions to be taken by or on behalf of CITY to authorize it to make, deliver and implement the terms of this AGREEMENT have been duly and properly taken prior to the execution of this AGREEMENT; and

iv. This AGREEMENT is a valid and binding obligation of CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium, or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

21. MISCELLANEOUS; ATTORNEYS' FEES.

a. This AGREEMENT shall not be interpreted or construed to create an association, joint venture or partnership between DISTRICT and CITY or to impose any partnership obligation or liability upon them. Neither party to this AGREEMENT shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other party.

b. Titles to Sections are not a part of this AGREEMENT and shall have no effect upon the construction or interpretation of any part hereof.

c. This AGREEMENT shall be governed by the laws of the State of California without reference to its conflicts of law provisions.

d. In the event any PARTY hereto should commence an action against any other PARTY hereto to enforce an obligation set forth herein, the non-prevailing PARTY or parties (as determined by the court or arbitrator, if applicable) shall pay to the prevailing PARTY its cost of litigation including reasonable attorneys' and consultants' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

e. The provisions of this AGREEMENT shall not be amended or altered except by an agreement in writing signed and delivered by the PARTIES hereto prior to it becoming effective.

f. Any PARTY may waive the satisfaction or performance of any conditions or agreements in this AGREEMENT which have been inserted for its benefit, so long as the waiver is signed by an authorized signatory of such PARTY, specifies expressly the waived condition or agreement and is delivered to the other PARTY hereto. No such waiver of any provision hereof in one instance shall be deemed a waiver of any other provision hereof or a waiver of the same provision in any other instance. Consent to or approval of any act by one of the PARTIES hereto shall not be deemed to render unnecessary the obtaining of such PARTY's consent to or approval of any subsequent act, nor shall any custom or practice which may grow up among the PARTIES in the administration of the terms hereof be deemed a waiver of, or in any affect, the right of one of the parties to insist upon the performance by any other PARTY in strict accordance with said terms.



22. EXHIBITS. The following exhibits shall be incorporated herein and shall be made a part hereof:

Exhibit "A" Initial List of CAMPUSES  
Exhibits "A-1" through "A-10" CSPs  
Exhibit "B" Partial List of Authorized/Prohibited Activities  
Exhibit "C" Sample Estimate for Civic Center and Additional M&O Services  
Exhibit "D" Fingerprinting Requirements  
Exhibit "E" CSP Application Form  
Exhibit "F" Insurance Requirements

23. SURVIVING SECTIONS. Notwithstanding, the PARTIES agree that Sections 4, 8, 9, 10, 11 and 14 shall survive the expiration or earlier termination of this AGREEMENT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates set forth with their respective signatures, and the date of this AGREEMENT shall be the last date set forth below.

**THE CITY OF LOS ANGELES** **LOS ANGELES UNIFIED SCHOOL**  
**DEPARTMENT OF RECREATION AND DISTRICT,**  
**PARKS,** a school district duly formed and existing under the  
a municipal corporation acting by and through its laws of the State of California  
**BOARD OF RECREATION AND PARKS**  
**COMMISSIONERS**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

HYDEE FELDSTEIN SOTO  
City Attorney

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

Date: \_\_\_\_\_

**ATTESTED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2025

## **EXHIBIT “A”**

### Initial List of CAMPUSES

1. Bethune MS
2. Northridge MS
3. Obama Prep
4. Harvard ES
5. Politi ES
6. Garden Grove ES
7. Camellia ES
8. Ramona ES
9. Pico MS
10. Open Charter

**EXHIBIT “A-1”**

BETHUNE MS CSP

See attached

**EXHIBIT A-1**  
Bethune Middle School  
Community School Park



**EXHIBIT “A-2”**

NORTHRIDGE MS CSP  
See attached



**EXHIBIT A-2**  
**Northridge Middle School**  
**Community School Park**



**EXHIBIT “A-3”**

OBAMA PREP CSP

See attached



EXHIBIT A-3  
Barack Obama Global Preparation Academy  
Community School Park



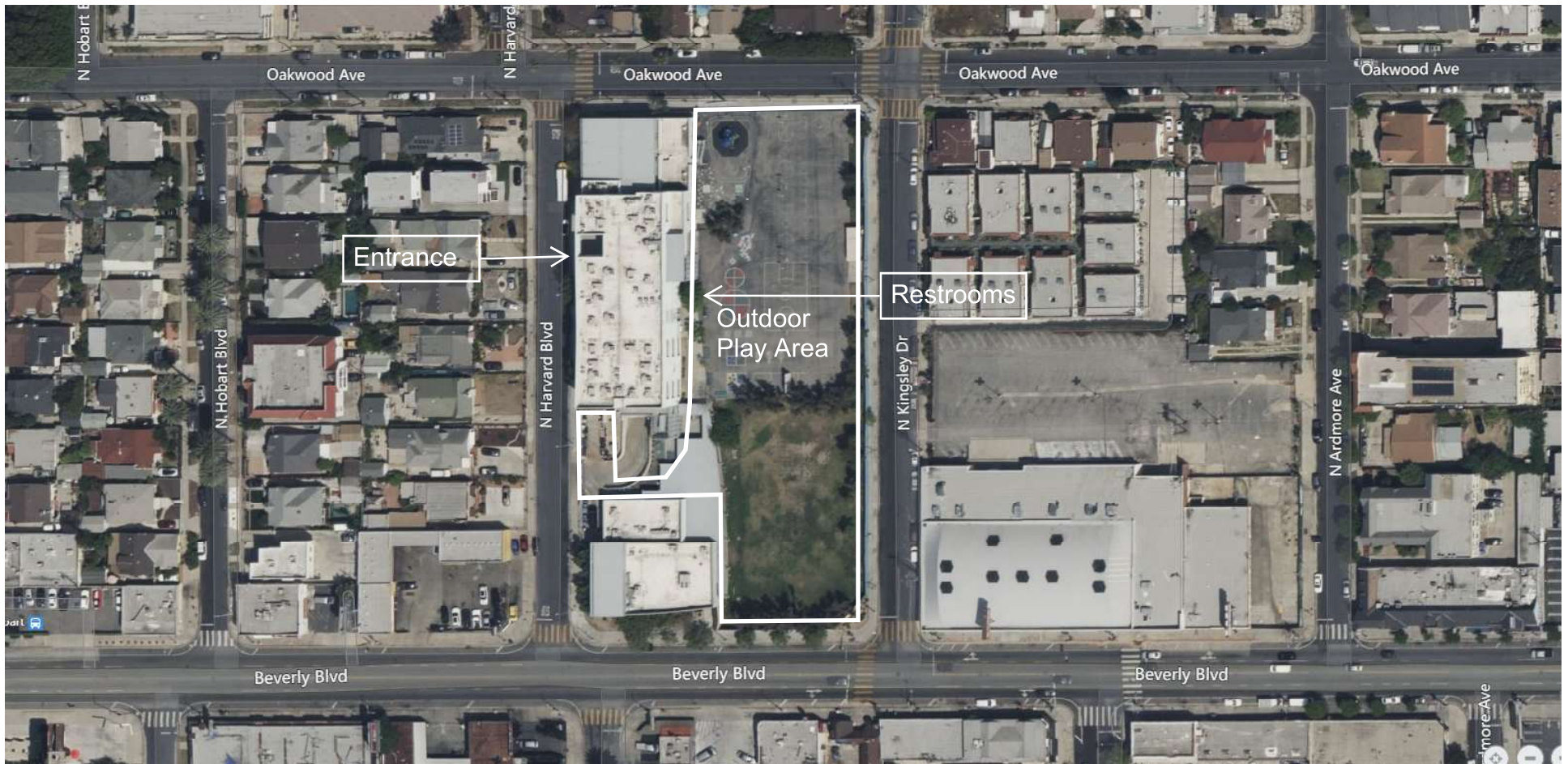
**EXHIBIT “A-4”**

HARVARD ES CSP

See attached



**EXHIBIT A-4**  
**Harvard Elementary School**  
**Community School Park**



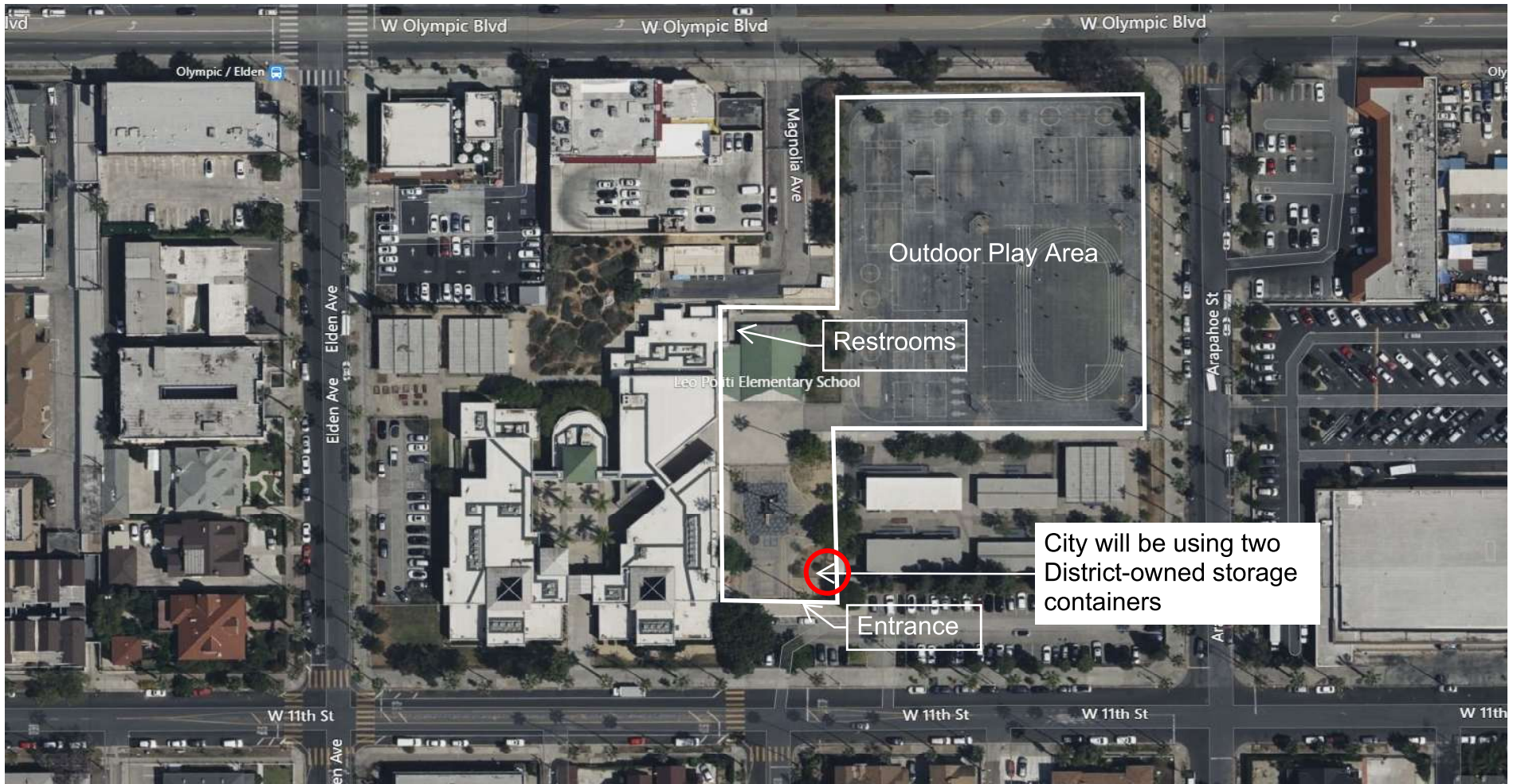
**EXHIBIT “A-5”**

POLITI ES CSP

See attached



EXHIBIT A-5  
Leo Politi Elementary School  
Community School Park



**EXHIBIT “A-6”**

GARDEN GROVE ES CSP  
See attached



EXHIBIT A-6  
Garden Grove Elementary School  
Community School Park



**EXHIBIT “A-7”**

CAMELLIA ES CSP

See attached



EXHIBIT A-7

Camellia Avenue Elementary School  
Community School Park

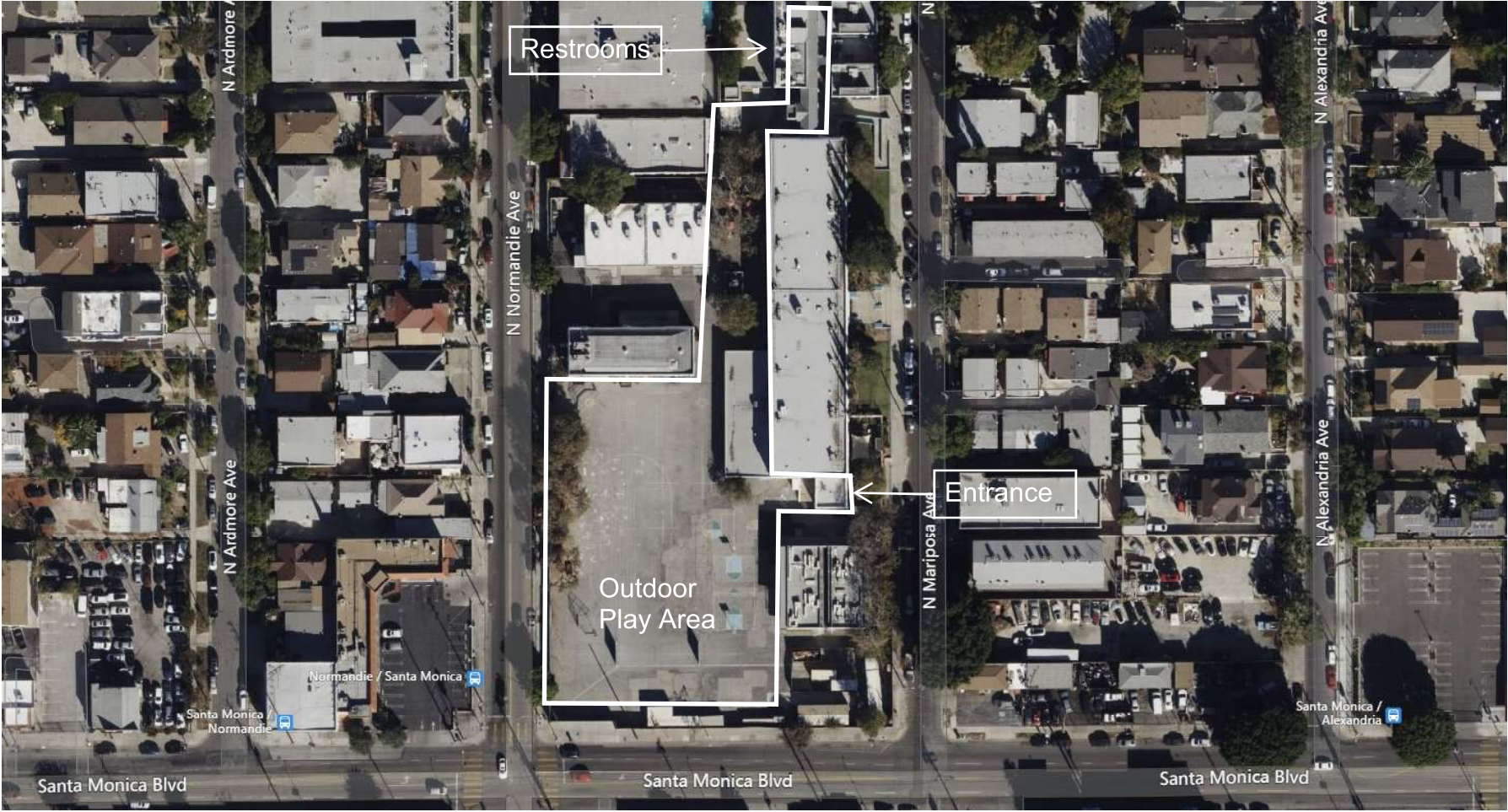


**EXHIBIT “A-8”**

RAMONA ES CSP  
See attached



**EXHIBIT A-8**  
**Ramona Elementary School**  
**Community School Park**

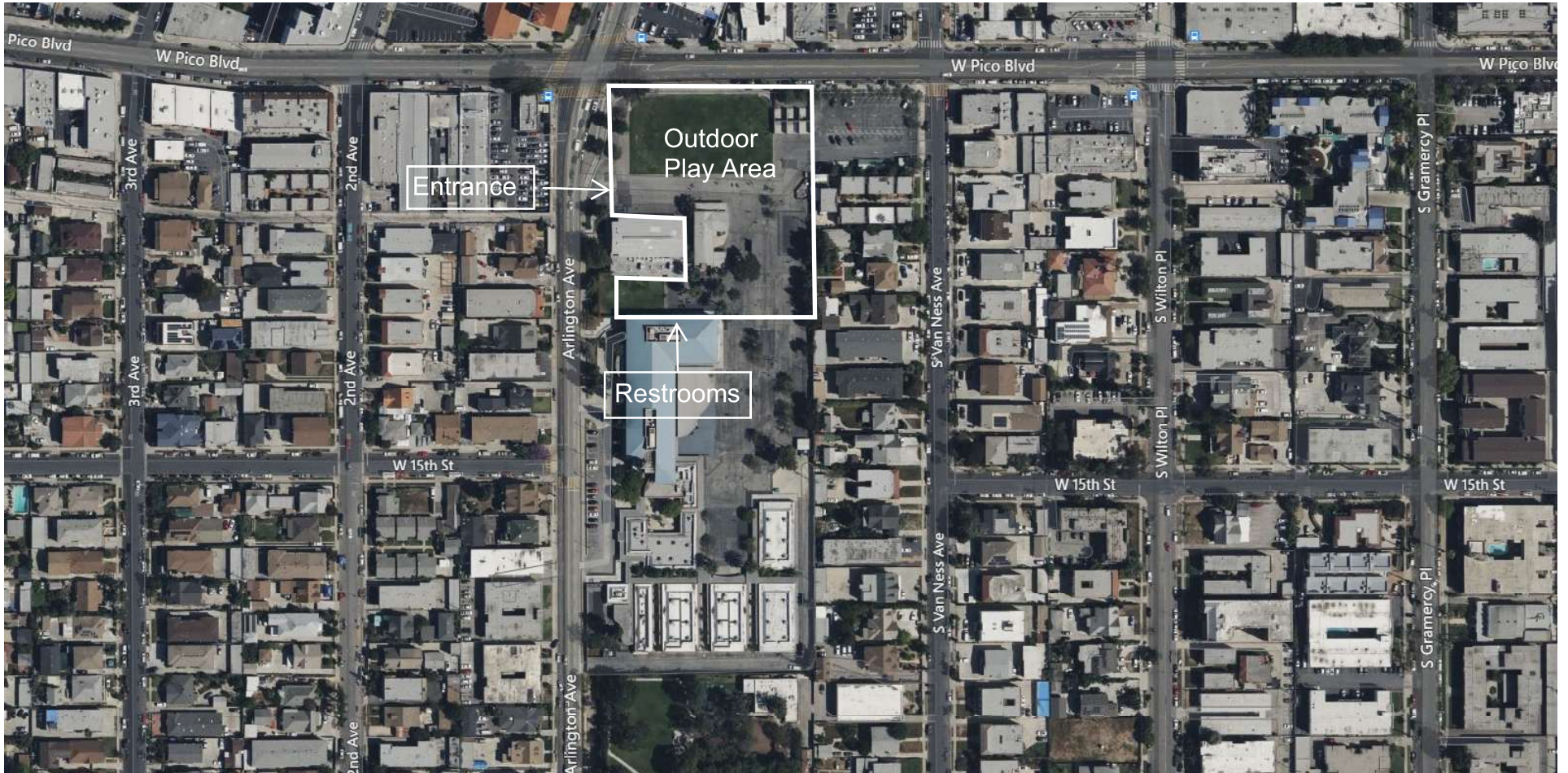


**EXHIBIT “A-9”**

PICO MS CSP  
See attached



**EXHIBIT A-9**  
**Pio Pico Middle School**  
**Community School Park**



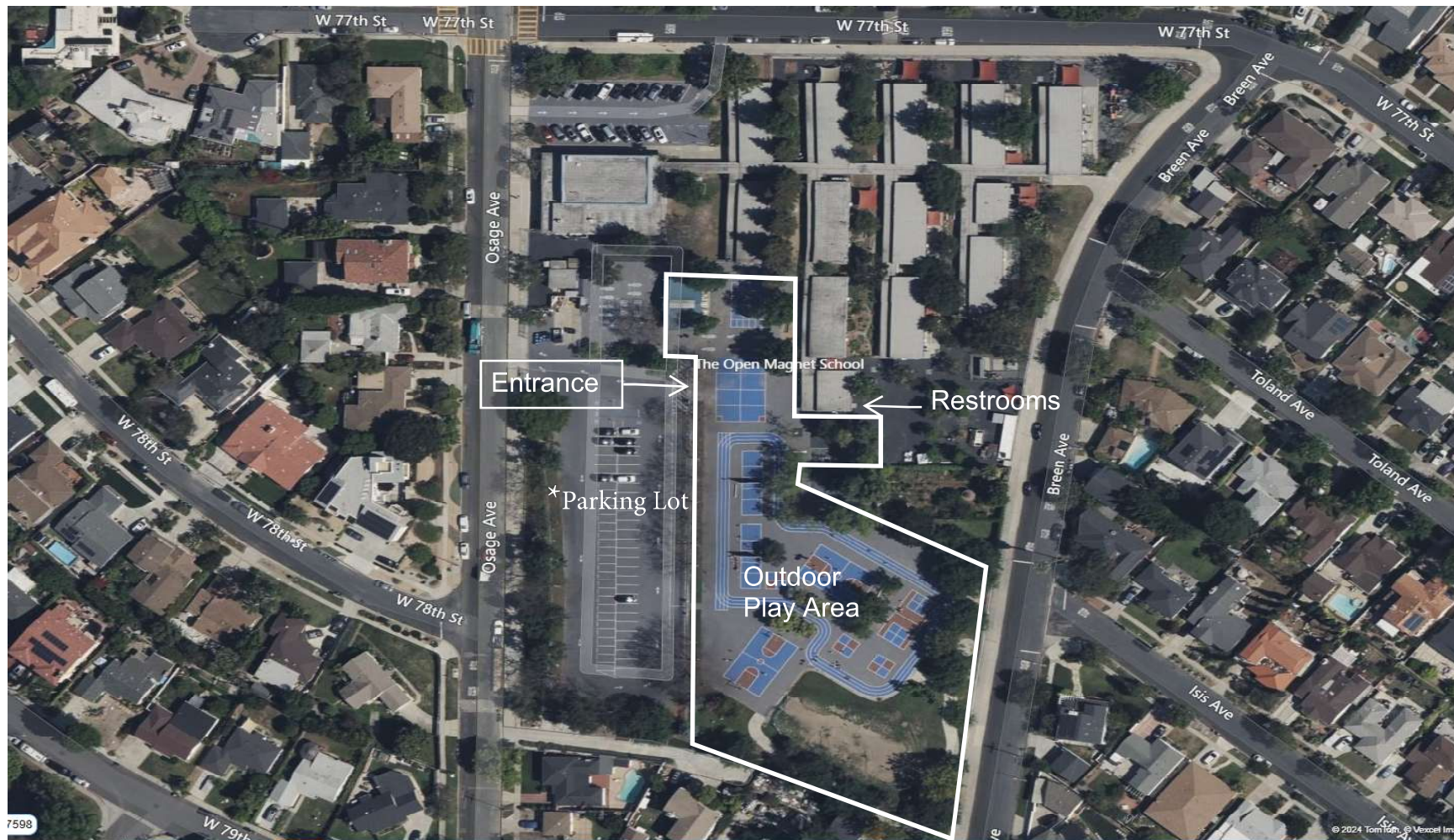
**EXHIBIT “A-10”**

OPEN CHARTER CSP

See attached



EXHIBIT A-10  
Open Charter Magnet School  
Community School Park



\* Use as allowed by Open Charter Principal

## **EXHIBIT “B”**

### Partial List of Authorized/Prohibited Activities

<b>Authorized Activities</b>	<b>Prohibited Activities</b>
Shuffle Board	Campaigning
Ladder Court	Use of Profane Language
Airplane Hopscotch	Possession or Use of Intoxicating Liquors/Beverages or Narcotics
Square Hopscotch	Quarreling or Fighting
Four Square	Betting, Other Forms of Gambling, or games DISTRICT may prohibit
Traffic Jam	
Maze	Conducting a Raffle or Lottery
Chess / Checker	Structures to be Erected or Assembled
Juggling	Use of Electrical or Mechanical Equipment
Tinikling / Tick Tack Toe	Sell, Offer or Advertise for Sale of Items
Fitness and Long Jump	Ballroom Dances
Pacer Fitness	Smoking
40 & 50 Meter Dash	Serving Food
Primary Circle	Paid Entertainment
Tag	Loud and Obstructive Music
Flag Football*	Barbecuing
Tetherball	Activity Involving an Open Flame
Volleyball*	Use of Hazardous / Flammable Materials
Basketball*	Activities for Profit
Primary Diamond*	Roller Blading
Softball*	Skateboarding
Football*	<del>Bicycling</del>
Soccer*	Gymnastics
Handball	Karate
Horizontal Bars	Weight Lifting
Obstacle Course	Wrestling
Jazzercise, Aerobics, Jujitsu	Hammer Throwing or Discus
Futsal*	Picnics
Bicycling, Excluding Electric Bicycles	Carnivals
	Child Care

\*Activities are allowed, provided they comply with Section 5(b) of this Agreement.



## **EXHIBIT “C”**

### Sample Estimate for Civic Center and M&O Services

- Civic Center Rate - \$38 per hour
- Additional M&O Services – Sixty Dollars and Three Cents (\$60.03) per hour, as required and/or requested by the Principals of the respective schools
- M&O Supplies – Five Dollars (\$5.00) per day

The above rates are subject to change pursuant to Section 8(d) of this Agreement.

**EXHIBIT “D”**

Fingerprinting Requirements  
See attached



## LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

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**TITLE:** Fingerprinting and Criminal Background Compliance for Contractors

**NUMBER:** BUL-3872.0

**ISSUER:** Steven A. La Shier, Acting Chief Risk Officer, Division of Risk Management and Insurance Services

**DATE:** August 7, 2007

**ROUTING**  
All Employees  
All Locations

**POLICY:** The Division of Risk Management and Insurance Services ("ORMIS") will store and manage the collection of the Fingerprint and Criminal Background Check Certification form from all Contractors.

**GUIDELINES:** The following guidelines apply.

### INTRODUCTION

In order to provide a safe environment for the education of students in our care, the LAUSD requires every contracted worker and consultant who may come into contact with students to be fingerprinted and background checked in a manner authorized by the Department of Justice ("DOJ"). Fingerprinting will help to ensure that individuals who have more than limited contact with students have not been convicted of a serious or violent felony.

This policy also applies to charter schools.

### CONTRACT REQUIREMENT

#### I. Non-Facilities Contracts

All LAUSD contracts where the contracting entity may come into contact with students shall require that the contracting entity's employees submit or have submitted their fingerprints in a manner authorized by the DOJ. For example, these contracts include student enrichment programs, professional skill development, tutoring, physical/ health screening, case management, technology-based consulting/ installation.

The School/ Office requesting the contract ("Sponsor") shall ensure that the contracting entity ("Contractor") certifies in the Fingerprint and Criminal Background Check Certification form ("Certification") (**Attachment A**) that any employees who may come into contact with students have not been convicted of a



## LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

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serious or violent felony as defined in Education Code 45122.1, unless the employee has received a certificate of rehabilitation and a pardon. The Certification shall be submitted to ORMIS.

ORMIS, The Office of General Counsel ("OGC"), and Procurement Services Group ("PSG") may also require a Contractor providing off-site services to students to comply with these requirements.

The fingerprinting requirements shall not apply if the Sponsor determines that the Contractor is providing services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

Additionally, these requirements shall not apply if the Sponsor determines that the employees of the Contractor will have limited contact with students. Pursuant to Education Code 45125.1, in determining whether a contract employee has limited contact with students the following shall be considered in the totality of circumstances:

- (1) The length of time the contractors will be on school grounds;
- (2) Whether students will be in proximity with the site where the contractors will be working;
- (3) Whether the contractors will be working by themselves or with others.

Upon a determination that the Contractor's employee meets the limited contact requirement, the Sponsor shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees in accordance with Education Code 45125.1.

## II. Facilities Contracts

For all LAUSD contracts for construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have more than limited contact with students, Facilities shall ensure the safety of the students by one or more of the following methods:

- (1) The installation of a physical barrier at the worksite to limit contact with students.
- (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the DOJ has ascertained has not been convicted of a violent or serious felony. The supervising employee shall submit his/her fingerprints to the DOJ pursuant to Education Code 45125.1.
- (3) Surveillance of employees of the entity by school personnel.





## LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

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These requirements shall not apply if Facilities determines that the Contractor is providing construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable. (Education Code 45125.2)

### PROCEDURES

- 1) A Certification form will be distributed by PSG or Facilities Contracts upon notice in the Request for Contract Action ("RFCAs") (**Attachment C**) that the Contractor will have more than limited contact with students.

If an RFCAs is not used, the Sponsor is responsible for ensuring that the Certification form is executed by the Contractor.

- 2) The Contractor will be responsible for completing a pre-executed California Department of Justice Request for Authorization to Receive State Summary Criminal History Information form ("Authorization Summary") (**Attachment B**). The Authorization Summary shall be pre-executed by PSG or Facilities Contracts before it is provided to the Contractor.
- 3) The Contractor is required to execute and return the Certification form to ORMIS, for the following reason(s):
  - (a) Once the Contractor has received the background check results from the DOJ. LAUSD will not receive any direct information from the DOJ; or,
  - (b) The Contractor qualifies for a justified waiver, as provided in the Certification form; or,
  - (c) The Contractor's employee(s) received a certificate of rehabilitation and a pardon.
- 4) ORMIS will confirm receipt of the Certification to PSG and Facilities Contracts and store the Certification form in its database.
- 5) ORMIS will provide a copy of the Certification form to the Sponsor.

### ADDITIONAL INFORMATION

Contractors may get instructions and forms required for fingerprinting services from the DOJ <http://ag.ca.gov/fingerprints/agencies.php>. The Authorization Summary shall be pre-executed by PSG or Facilities Contracts and must be submitted to the DOJ with the fingerprinting request. Fingerprinting services are available at most local police departments, sheriff's offices or any public applicant Live Scan site. To



## LOS ANGELES UNIFIED SCHOOL DISTRICT POLICY BULLETIN

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find the site nearest to you and a listing of fees, see [Applicant Live Scan Sites](#) on the DOJ website.

Additionally, Contractors must apply for subsequent arrest notification with the DOJ in order to receive subsequent arrest notice for their employees. The application instructions and procedures for subsequent arrest notification are also available on the DOJ website above. Contractors are responsible for notifying ORMIS and advising of any change in the status of their employees.

If living outside California, you must submit rolled fingerprints on paper fingerprint cards and pay all appropriate fees.

For DOJ information regarding contractor fingerprinting issues, please contact Cindy Stiefferman at 916-227-2720. For DOJ information regarding general application procedures, please contact the Applicant Unit at 916-227-5055.

**AUTHORITY:** This is a policy of the Board of Education.

**RELATED RESOURCES:** Attachment A: Fingerprint and Criminal Background Check Certification form  
Attachment B: Request for Authorization to Receive State Summary Criminal History Information form  
Attachment C: Request for Contract Action form  
Education Code 45122.1 (to be posted on ORMIS website);  
Education Code 45125.1 (to be posted on ORMIS website);  
Education Code 45125.2 (to be posted on ORMIS website);  
Penal Code 667.5 (c) (to be posted on ORMIS website);  
Penal Code 1192.7 (c) (to be posted on ORMIS website);  
DOJ Fingerprinting Instructions: [http://ag.ca.gov/fingerprints/finger\\_cert.php](http://ag.ca.gov/fingerprints/finger_cert.php)  
Live Scan Sites: <http://ag.ca.gov/fingerprints/publications/contact.php>  
Fingerprinting submissions: Applicant Agencies  
<http://ag.ca.gov/fingerprints/agencies.php>

**ASSISTANCE:** For assistance or further information please contact Nidavone Niravanh, ORMIS, 213-241-3984 or [nidavone.niravanh@lausd.net](mailto:nidavone.niravanh@lausd.net).

**EXHIBIT "E"**  
CSP Application Form

To: Facilities Services Division  
Attention: Director, Real Estate & Business Development  
E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Requesting School: \_\_\_\_\_  
Address: \_\_\_\_\_

Requesting Dates: Begin: \_\_\_\_\_  
End: \_\_\_\_\_

Requesting Hours:  
Monday: \_\_\_\_\_  
Tuesday: \_\_\_\_\_  
Wednesday: \_\_\_\_\_  
Thursday: \_\_\_\_\_  
Friday: \_\_\_\_\_  
Saturday: \_\_\_\_\_  
Sunday: \_\_\_\_\_

CITY's Point of Contact For This CSP:

Name: \_\_\_\_\_  
Tel. No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Text: ☐ Yes or ☐ No

Requesting Use of the following Outdoor Recreation Areas for the PROGRAM:

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

Requesting Use of Restrooms: ☐ Yes or ☐ No

Submitted by:  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Email: \_\_\_\_\_

## **EXHIBIT “F”**

### Insurance Requirements

**1. Insurance.** During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. CITY, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement, and captive insurance to satisfy the Required Insurance provisions, as defined below, for General Insurance, Workers Compensation, and Property Insurance.

**(a) General Insurance – CITY Requirements:** Without limiting CITY’s indemnification of DISTRICT, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CITY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this **Exhibit “F”**. These minimum insurance coverage terms, types, and limits (the “**Required Insurance**”) also are in addition to and separate from any other contractual obligation imposed upon CITY pursuant to this Agreement. DISTRICT in no way warrants that the Required Insurance is sufficient to protect the CITY for liabilities which may arise from or relate to this Agreement.

**(b) Evidence of Coverage and Notice to DISTRICT:** Certificate(s) of insurance coverage (Certificate) satisfactory to DISTRICT, and a copy of an Additional Insured endorsement confirming DISTRICT and its Agents (defined below) has been given Insured status under the CITY’s General Liability policy, shall be delivered to DISTRICT at the address shown below and provided prior to commencing services under this Agreement.

i. Renewal Certificates shall be provided to DISTRICT not less than ten (10) days prior to CITY’s policy expiration dates. DISTRICT reserves the right to obtain complete, certified copies of the CITY insurance policies at any time.

ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, if any, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match CITY’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars and list any DISTRICT required endorsement forms.

iii. Neither the DISTRICT’s failure to obtain, nor the DISTRICT’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CITY, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.



Certificates and copies of any required endorsements shall be sent to:

Los Angeles Unified School District  
Attention: Director of Real Estate and Business Development  
333. S. Beaudry Avenue, 1st Floor  
Los Angeles, CA 90017

iv. CITY also shall promptly report to DISTRICT any injury or property damage accident or incident, including any injury to a CITY employee occurring on DISTRICT property, including any CAMPUS and/or any CSP, and any loss, disappearance, destruction, misuse, or theft of DISTRICT property, monies or securities entrusted to CITY. CITY also shall promptly notify DISTRICT of any third-party claim or suit filed against CITY or any of its CITY Parties, as defined below, which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against CITY and/or DISTRICT.

(d) **Cancellation of or Changes in Insurance.** CITY shall provide DISTRICT with, or CITY's insurance policies shall contain a provision that DISTRICT shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to DISTRICT at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the DISTRICT, upon which the DISTRICT may suspend or terminate this Agreement.

(e) **Failure to Maintain Insurance.** CITY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which DISTRICT immediately may suspend or terminate this Agreement. DISTRICT, at its sole discretion, may obtain damages from CITY resulting from said breach. Alternatively, the DISTRICT may purchase the Required Insurance, and without further notice to CITY, pursue reimbursement from CITY.

(f) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the DISTRICT with A.M. Best ratings of not less than A:VII unless otherwise approved by DISTRICT.

(g) **CITY's Insurance Shall Be Primary.** CITY's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CITY. Any DISTRICT maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CITY coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, CITY hereby waives its and its insurer(s)' rights of recovery against DISTRICT under all the Required Insurance for any loss arising from or related to this Agreement. CITY shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(i) **CITY Parties' Insurance Coverage Requirements.** CITY shall include its council, officers, agents, employees, including CSP STAFF, and CITY's retained independent contractors and/or vendors (collectively, the "CITY Parties") as insureds under CITY's own policies.

(j) **Deductibles and Self-Insured Retentions ("SIRs").** CITY's policies shall not obligate the DISTRICT to pay any portion of any CITY deductible or SIR. The DISTRICT retains the right to require CITY to reduce or eliminate policy deductibles and SIRs as respects the DISTRICT, or to provide a bond guaranteeing CITY's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(k) **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CITY understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(l) **Application of Excess Liability Coverage.** DISTRICT may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.

(n) **DISTRICT Review and Approval of Insurance Requirements.** The DISTRICT reserves the right to review and adjust the Required Insurance provisions conditioned upon DISTRICT's determination of changes in risk exposures.

## 2. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

(a) **Commercial General Liability** insurance, naming DISTRICT and its Agents as an additional insured, with limits of not less than the following:

**Note:** Commercial General Liability insurance limits vary depending on the CITY's activities on the DISTRICT CAMPUSES. The higher limits apply if the CITY engages in both types of activities listed below.

Limits required when CITY uses any CAMPUS, and/or any CSP, as per the terms of the Agreement:

Per Occurrence Limit \$5 million

Personal and Advertising Injury: \$1 million

General Aggregate Limit: \$5 million

Products & Completed Operations Aggregate: \$5 million

Fire Damage (Any one fire)	\$50,000
Medical Payments (Any one person)	\$5,000

(b) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CITY's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(c) **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CITY will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the DISTRICT as the Alternate Employer, and the endorsement form shall be modified to provide that DISTRICT will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CITY's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(d) **Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training, or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(e) **Property Coverage:** CITY given exclusive use of DISTRICT owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The DISTRICT and its Agents shall be named as an Additional Insured and Loss Payee on CITY's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.