# PROJECT LEAD OPERATIONAL AGREEMENT between LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE and AZUSA UNIFIED SCHOOL DISTRICT

#### I. <u>PREAMBLE</u>

**WHEREAS**, pursuant to California Government Code § 26500.5 the District Attorney may sponsor, supervise, or participate in any project or program to improve the administration of justice;

**WHEREAS**, the Los Angeles County District Attorney's Office (LADA) is committed to developing crime prevention programs to diminish crime risk for youth in Los Angeles County.

WHEREAS, Project Legal Enrichment and Decision-Making Program (Project LEAD) is a law-related education program that places prosecutors, investigators, and other criminal justice professionals in public school classrooms to teach fifth grade students about the criminal justice system and the importance of decision-making and consequences that stem from certain actions;

**WHEREAS**, Project LEAD takes a preventive measure and cultivates a mindset of respect for society and the law in students; and in doing so, helps diminish future crime risk by promoting responsibility and positive behavior among youth in the community.

**WHEREAS**, LADA desires to enter into this Operational Agreement with the District and the District desires to enter into this agreement with the LADA, and;

**WHEREAS**, on February 27, 2024, the Los Angeles County (County) Board of Supervisors delegated authority to the District Attorney or designee to negotiate, execute, amend, modify, terminate, extend and/or enter into agreements with school districts participating in Project LEAD;

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

# II. <u>PURPOSE</u>

This Operational Agreement (Agreement) between the LADA and the Azusa Unified School District (District) outlines the conditions under which LADA will coordinate Project LEAD at the District participating schools (Participating Schools).

# III. OPERATIVE PROVISIONS

# 1. Background

Project LEAD is a law-related education program developed in 1993 by the LADA and Teach Democracy! (TD!), formerly known as the Constitutional Rights Foundation. Project LEAD places prosecutors, investigators and other criminal justice professionals from LADA and other partner agencies in public school classrooms for one hour a week for approximately 20 weeks to teach fifth grade students about the criminal justice system. The program generally runs from late September to the beginning of June. Interactive lesson plans focus on the importance of decision-making and consequences that stem from certain actions.

To reinforce the Project LEAD lessons and enhance student learning experience, Project LEAD includes optional field trips to the Museum of Tolerance (MOT), local courthouses, and/or other approved locations. MOT offers age-appropriate, interactive and effective bullying prevention programs, as well as programs focused on contemporary issues related to diversity and tolerance. The courthouse visit provides students the opportunity to observe court proceedings, talk to a judge, meet other court professionals and perform a mock trial.

Researchers have found that Project LEAD produces positive results. A 2005 evaluation showed that students complete the program with a better appreciation for the law and authority, the importance of education and the benefits of making the right life choices.

# 2. <u>Term</u>

The term of this Agreement shall commence on the Effective Date through June 30, 2034, unless earlier terminated pursuant to Section III-11. This Agreement may be extended upon mutual consent of the parties.

# 3. Effective Date

The Effective Date of this agreement shall commence upon the date of execution by the LADA.

# 4. Funding

Participating School may request funding from the LADA for the optional field trips to assist with transportation costs. At LADA's discretion, LADA may

reimburse the Participating School up to \$500 per trip for transportation to and from field trips to the MOT, a courthouse, and/or other approved locations. The reimbursement amount is subject to change depending on the number of schools participating in the program, the funding availability, and LADA discretion. LADA does not guarantee funding. There is no financial commitment or cost to the Participating School associated with facilitators' time in the Participating School's classroom.

#### 5. <u>Services</u>

#### 5.1. LADA Responsibilities

- 5.1.1. LADA, through its Public Affairs Division, will manage the Project LEAD curriculum and operations. The LADA may update the curriculum at any time. The curriculum used in the classrooms is maintained on the Project LEAD website. It is accessible each school year to facilitators participating in Project LEAD. Anyone seeking to access the Project LEAD curriculum must first obtain written approval from the LADA Public Affairs Division. Attachment I sets forth the curriculum as provided in an Overview of Lessons. Project LEAD is a volunteer-based program. The District affirms that it has reviewed and approves the Project LEAD curriculum.
- 5.1.2. LADA, through its Public Affairs Division, will review annual school registrations and determine eligibility in program participation for each school year. Approval of any Participating School is at the LADA's discretion.
- 5.1.3. Based on the availability of volunteers, LADA, through its Public Affairs Division, will assign facilitators to participating classes for each school year. In any given year, volunteer participation may vary. As such, LADA may not always be able to field a sufficient number of facilitators to accommodate all schools or classes for that school year.
- 5.1.4. If requested by the District, LADA may provide funding in the form of reimbursement for transportation to field trips to the MOT and, where possible, a local courthouse or another destination approved by LADA. These field trips are optional and will be coordinated by LADA, through its Public Affairs Division. Transportation shall be provided through the District's contracted charter bus company.
- 5.1.5. LADA is not responsible for the safety or well-being for the students, teachers, staff, or volunteers.

#### 5.2. District Responsibilities

5.2.1. Each District school must register by the deadline set by the Project LEAD Program managers in order to participate in the Project LEAD Program each school year. Registration may be submitted online at this website:

https://projectlead.lacounty.gov/school-registration.

- 5.2.2. The District is responsible and maintains responsibility for conducting comprehensive background checks of the Participating School teachers, substitute teachers, support staff and volunteers working with the District as it relates to the Project LEAD program.
- 5.2.3. The District is solely responsible for the safety and well-being of students, teachers, staff, or volunteers who participate in the Project LEAD program.
- 5.2.4. The Participating School will maintain an appropriate teacherto-student and/or staff-member-to-student ratio in its classrooms and on field trips conducted with LADA. The District and the Participating School is further responsible to ensure that students who participate in the field trips are safely returned to school.
- 5.2.5. The District and Participating School will provide proper supervision of students participating in Project LEAD, both in the Participating School's classrooms during Project LEAD sessions and on field trips that have been authorized between the District and LADA. Teachers must remain in the classroom at all times during all Project LEAD lessons. It is the teacher's responsibility to maintain order in the classroom so that facilitators may focus on teaching and leading the Project LEAD lessons. The District and Participating Schools are responsible for student behavior while participating in the Project LEAD program.
- 5.2.6. The District will be responsible for securing transportation for the field trips. The District shall request funding from LADA at the time of scheduling the field trip.
- 5.2.7. The Participating School will work cooperatively with LADA to coordinate transportation for field trips in which it participates with LADA. The Participating School will designate a teacher and/or staff member to serve as the Field Trip Coordinator. The Field Trip Coordinator will work with and communicate with LADA, through the Public Affairs Division, regarding field trips.
- 5.2.8. For Project LEAD field trips, Participating School shall ensure the below:
  - a. Should a student become ill or be required to leave the field trip before the field trip concludes the Participating School is responsible for ensuring that such student is returned to an approved parent and/or caregiver.
  - b. The Participating School shall adhere to districtwide policy regarding all aspects of field trips.
  - c. The Participating School shall ensure updated health and emergency information for all participating students.

- d. The Participating School shall be prepared to address emergency situations on field trips.
- e. The Participating School shall contact its principal and school nurse as needed for health questions or emergencies while on field trips.
- f. On the day of the field trip, changes to rosters and/or transportation lists should be submitted to the Participating School's principal and provided to the driver(s) and the Participating School's field trip coordinator.
- g. Parent permission forms and rosters shall be carried by the Participating School's Field Trip Coordinator on the trip.
- 5.2.9 The District shall ensure Participating Schools comply with this Agreement.

## 6. <u>Background Check – LADA Personnel</u>

LADA certifies that all Project LEAD facilitators have undergone a comprehensive criminal background check. By nature of the facilitators' employment with LADA, such background checks will be in full compliance with Education Code Section 45125.1.

#### 7. Invoices

The Participating School must submit an invoice for the transportation expense to the LADA within 30 days after the field trip. All invoices must be submitted to:

Armine Kesablyan, Field Deputy Office of the District Attorney Bureau of Communications | Public Affairs Division 211 West Temple Street, Suite 200 Los Angeles, CA 90012 Telephone: (213) 257-2979 akesablyan@da.lacounty.gov

All invoices must include the following information: Date of service Name of vendor providing transportation service A copy of bill from vendor

#### 8. Ownership of Materials

All pre-existing LADA materials, including the Project LEAD curriculum, lesson plans and other non-public materials provided by LADA, shall remain LADA's intellectual property. None of LADA's pre-existing intellectual property may be used by the District or Participating Schools without LADA's written consent.

## 9. Insurance

The Parties represent that they maintain sufficient insurance coverage through self-insurance and/or third-party coverage to meet their respective indemnity obligations as set forth under this Agreement. District shall ensure that the transportation vendor has all required insurance and licenses.

### 10. Termination of the Project LEAD Program

LADA may terminate the District or Participating School from participating in the Project LEAD program should the District or the Participating School not comply with the terms of this Agreement.

# 11. Termination of Agreement

This Agreement may be terminated by LADA or the District for any reason by giving the other party at least fifteen (15) days written notification.

# 12. Indemnification

The County agrees to defend, indemnify and hold the District harmless, including, but not limited to, its governing board, officers, attorneys, employees, agents, from and against any and all claims, costs, allegations, losses, damages, liabilities, expenses, demands, judgments, court costs, attorneys' fees, and any settlement paid, which may arise out of, or relate to, any performance or nonperformance by the County under this Agreement, except to the extent such are caused by the sole fault or negligence of the District.

The District agrees to defend, indemnify and hold the County harmless, including, but not limited to, its governing board, officers, attorneys, employees, and agents, from and against any and all claims, costs, allegations, losses, damages, liabilities, expenses, demands, judgments, court costs, attorneys' fees, and any settlement paid, which may arise out of, or relate to, any performance or nonperformance by the District, Participating School, staff, employees, volunteers or agents under this Agreement, except to the extent such are caused by the sole fault or negligence of the LADA.

# 13. Governing Law

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

## 14. <u>Compliance with Applicable Laws</u>

The Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures.

# IV. <u>AUTHORIZATION</u>

The District authorizes its Participating School principals to register in order to participate in the Project LEAD program each school year.

We, the undersigned, **as authorized representatives** of the Los Angeles County District Attorney's Office and **the Azusa Unified School District** do hereby approve this Agreement.

George Gascón, District Attorney
Los Angeles County District Attorney's Office

Date

Azusa Unified School District Name of School District

Norma Carvajal Camacho, Asst. Superintendent Educational Services Print Name and Title of School District Representative

Signature of School District Representative

Date