



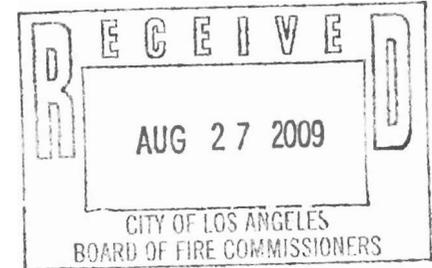
1631 W. Beverly Blvd. 2nd Floor  
P.O. Box 26910  
Los Angeles, CA 90026  
Phone: (213) 250 - 1131  
FAX: (213) 250 - 1155  
<http://www.learningforlifela.org>

BFC 09-108

OCT 6 2009

August 27, 2009

Ms. Genethia Hudley-Hayes  
President  
Board of Fire Commissioners  
Los Angeles Fire Department  
200 North Main Street, Room 1840  
Los Angeles, California 90012



Re: Learning for Life Exploring Program

Dear President Hudley-Hayes:

I am writing, as President of Learning for Life—Los Angeles, in response to the Board of Fire Commissioners' request for a report concerning the present status of Learning for Life's Los Angeles Fire Department Exploring Program, and to urge the Board to continue to provide this outstanding program to the youth of Los Angeles.

### Summary

For over 30 years, the Los Angeles Fire Department has provided the Exploring Program to the youth of Los Angeles, and both rank and file -- chiefs and officers -- of the Fire Department have strongly supported the program. During this time, thousands of youth, male and female, have benefited and graduated from the program, with many of them entering the service of the Los Angeles Fire Department and other municipal firefighting and law enforcement agencies. The Exploring Program has been recognized as one of the outstanding youth leadership programs in the City, and the nation, as well as providing a very effective means to recruit and train youth for service in the Fire Department. In 2008, more than 380 youth participated in the Fire Department's Exploring Program, of whom over 85 percent were ethnic youth, and many were from families at or below the poverty level (another 1,450 youth participated in the Los Angeles Police Department's Exploring Program). For many of these youth, the Exploring Program provided an opportunity to pursue a career in firefighting not otherwise available to them, as well as an alternative to the crimes and gangs ravaging our community.

In the present context, it cannot be overemphasized that Learning for Life/Exploring does not discriminate. It was established as an inclusive organization and from its inception, it has adopted and enforced a strict policy of non-discrimination on any basis, including gender and sexual orientation. Consequently, in the 30-plus-year existence of the Fire Department



Exploring Program, there has never been a claim of discrimination by the Exploring Program. As a result and benefit of Learning for Life/Exploring's inclusionary, non-discriminatory policy and operation, members of the LGBT community are both youth members and adult leaders of the Fire Department's Exploring Program. Moreover, an openly gay male is a member of the 17-person LFL-Los Angeles Board, an LGBT Political and Social Activism Explorer Post is in operation, and Learning for Life/Exploring has affirmatively reached out to the LGBT community to endeavor to promote relationships and mutual understanding, and to invite participation in the Exploring Program.

We welcome any interested LGBT persons to join in the program, and we urge any critics of Learning for Life/Exploring to come together to work with us to help our youth improve their lives and pursue their careers, rather than attacking the program and attempting to destroy it.

In discussions of the Exploring Program, we have suggested that the Fire Department (as well as the Police Department) designate representatives of the Department to sit on Learning for Life's Board and thereby not only confirm and ensure first-hand that Learning for Life does not discriminate, but assist in the inclusion of members of the LGBT community in Learning for Life's membership and leadership.

In sum, we respectfully submit that there is no well-founded basis for termination of the Fire Department's Exploring Program and request that it be continued.

### **Discussion**

#### **The Learning for Life Exploring Program**

Learning for Life is a national organization incorporated and operating as a District of Columbia non-profit corporation. Learning for Life-Los Angeles is a part of the national Learning for Life organization. The Exploring Program (including the Los Angeles Fire Department's Exploring Program) is a career-oriented Learning for Life program, designed to assist youth in selecting and achieving a career of his or her choice. The program is organized around five major areas of emphasis: career opportunities, life skills, citizenship, leadership experience, and character education.

The Exploring Program is delivered directly to the youth participants ("Explorers") by sponsoring organizations, such as the Los Angeles Fire Department, with the support of Learning for Life. The Fire Department, as do other sponsoring organizations, organizes and operates the Exploring units (Explorer "posts") through its own selected adult leadership ("advisers"); selects the youth participants (Explorers); decides upon the career-oriented program materials to be provided to the Explorer participants; and conducts the career-oriented program. The unit advisers are required to enforce Learning for Life's non-discrimination policy (in addition, here, to regulations of the Fire Department and requirements of the City). Each sponsoring

organization executes an “Annual Memorandum of Understanding” with Learning for Life for participation in the Exploring Program. Each youth member and adult leader pays an annual membership fee of \$10 and each Explorer post pays an annual fee of \$20 for liability insurance. These fees are paid and transmitted directly to Learning for Life. Neither the Fire Department nor the City of Los Angeles pays any monies to Learning for Life for participation in the Exploring Program. Learning for Life/Exploring–Los Angeles, as a non-profit organization, is primarily funded by contributions from foundations, corporations and individual donors. It does not receive any City funding; to the contrary, it provides a significant economic benefit to the City.

Learning for Life/Exploring supports the sponsoring organization by providing training and program materials and assistance, operational guidelines, youth scholarships and awards, educational seminars, equipment, and use of the “Exploring” trademark.

#### Learning for Life/Exploring’s Non-Discrimination Policy

Learning for Life is an inclusive organization and since its inception has enforced a strict policy of non-discrimination on any basis, including gender and sexual orientation. This non-discrimination policy governs the Exploring Program, as a Learning for Life program. Learning for Life’s Position Statement sets forth this policy (copy enclosed):

Youth participation is open to any youth in the prescribed age group for that particular program. Adults are selected by the participating organization for involvement in the program. **Color, race, religion, gender, sexual orientation, ethnic background, economic status or citizenship is not criteria for participation.** (Emphasis added.)

This policy is reiterated in Learning for Life’s Adult Leader Guide (copy enclosed). Likewise, Learning for Life’s hiring and employment practices are non-discriminatory (copy of employment application enclosed).

In selecting leadership and membership and delivering the Exploring Program, the Los Angeles Fire Department officers who serve as Explorer unit advisors are required to enforce both Learning for Life/Exploring’s non-discrimination policy and the non-discrimination policies and regulations of the City of Los Angeles, as well as Fire Department policies and regulations. Thus, if a leader of a Fire Department Explorer unit were to discriminate, that would violate both Learning for Life’s non-discrimination policy and the policies and regulations of the City of Los Angeles and Fire Department.

Throughout the 30-plus-year history of the Exploring Program with the Los Angeles Fire Department (as well as the Los Angeles Police Department), there has never been a charge of discrimination against Learning for Life/Exploring. Learning for Life/Exploring’s compliance

with, and promotion, of its non-discrimination policy within the City of Los Angeles Exploring Program is also evidenced by a description of the program that has been on the Los Angeles Police Department's website. Under the heading, "LAPD Explorers -- learning to protect and to serve," the website stated:

The Los Angeles Police Explorer Program was established in 1962, it has been a very successful youth program. . . . The purpose of the Explorer program is to provide special training to the young people that are preparing themselves for a career in law enforcement. \* \* \*

Program Requirements \* \* \*

Register with Learning for Life, which does not discriminate, based on color, race, religion, sexual orientation, ethnic background, economic status, or citizenship. *The City of Los Angeles and the LAPD do not endorse any policy, which discriminates based on sexual orientation.* (Italics in original.)

This was followed in the website by quotation of the City of Los Angeles' non-discrimination policy. (Copy of website printout, 4/21/2008, enclosed).

#### Affirmative Actions

Despite the reality of non-discrimination by Learning for Life/Exploring -- including the fact that, even now, no person or group has cited a single claim of discrimination by Learning for Life/Exploring on the basis of sexual orientation, or otherwise -- we have, in this process, taken very seriously the concerns and criticisms expressed by a few about the Exploring Program. Consequently, we have taken a number of affirmative steps in an attempt to clarify perception, correct misconception, reinforce Learning for Life/Exploring's statement and enforcement of its non-discrimination policy, and increase participation in the Exploring Program by youth and adult members of the LGBT community, including:

- The recruitment, nomination and appointment of an openly gay male, Tom Anderson, to the 17-member LFL-Los Angeles Board.
- Creation of a LGBT Political and Social Activism Explorer Post.
- Establishment of communications and relationships with various leaders in the LGBT community, including Paul Waters of LA/Valley Pride; J. Michael Durnil and Michelle MacGaffrey, Sr. Vice President and Human Capital Senior Director, respectively, of GLAAD; and Bennett Schneider, an activist in the LGBT community for more than 13 years.

Development of an outreach plan to continue to recruit LGBT youth into the Exploring Program.

We have, as noted, extended an invitation that the Los Angeles Fire and Police Departments place representatives on the Learning for Life–L.A. Board to continuously verify and ensure compliance with the non-discrimination policies of Learning for Life and the City.

#### Relationship with Boy Scouts of America

We understand that opponents of the Learning for Life Exploring Program are not challenging the benefits and value provided by the Exploring Program to the Fire Department, City of Los Angeles, and the youth and general citizenry of our City, but are attempting to associate a Boy Scouts of America membership policy to Learning for Life/Exploring. This effort is factually and legally invalid and, we submit, a misguided attempt to damage Learning for Life/Exploring, and deny our City's youth and citizens the benefits of this program, in an effort to attack their real target, the Boy Scouts of America. Any Boy Scouts of America membership policy has absolutely no bearing on the policies and practices of Learning for Life/Exploring. The Boy Scouts of America does not direct or control the wholly non-discriminatory membership, or leadership or employment, policies and practices of Learning for Life/Exploring. In this process, the critics of Learning for Life/Exploring have presented no evidence to the contrary; there is none.

Moreover, Learning for Life/Exploring and Boy Scouts of America are separate corporations -- organized and operated separately. The Boy Scouts of America is a federally-chartered non-profit corporation (established in 1910). Learning for Life is a District of Columbia non-profit corporation (incorporated in 1991; as a non-profit corporation, it has no shareholders). Learning for Life has also established a stand-alone 501(c)(3) foundation for contributions and funding of Learning for Life programs. The Exploring Program was originally established by the Boy Scouts of America as a career-oriented program for boys 14 to 20 years of age. In 1991, when Learning for Life was established, the Exploring Program was separated from the Boy Scouts of America and became part of Learning for Life, to provide the career-oriented program to both boys and girls.

As noted above, to participate in the Exploring Program as a sponsoring organization, the Fire Department executes an "Annual Memorandum of Understanding" with Learning for Life, not with Boy Scouts of America (copy enclosed). The Fire Department delivers the Exploring Program directly to the youth participants, with the assistance and support of Learning for Life. The Fire Department unit advisers follow the non-discrimination policies of Learning for Life and the City and Fire Department, not the Boy Scouts of America. Learning for Life has adopted and follows its own non-discrimination policy, not any Boy Scouts of America policy. The Boy Scouts of America exercises no direction or control over Learning for Life's adoption and enforcement of its non-discrimination policy.

Learning for Life and Boy Scouts of America are not only separate corporations, but they are organized and operated separately. Learning for Life participants and leaders are not required to be members of Boy Scouts of America; Learning for Life employees do not perform Boy Scouts activities or programs; and Learning for Life activities and programs are conducted by Learning for Life, separate from Boy Scout activities and programs. Learning for Life maintains separate bank accounts, books and records, and monies raised for Learning for Life are used solely for Learning for Life programs. Learning for Life–Los Angeles, which supports the Fire Department’s Exploring Program, has its own Board, responsible for managing and overseeing its programs and activities, separate from the Boy Scouts Los Angeles Area Council’s Board. The offices of Learning for Life, both national and in Los Angeles, are separate from Boy Scout offices. Learning for Life/Explorer participants and leaders wear no Boy Scout uniforms or insignia.

As we have previously apprised, there is a contractual relationship between Learning for Life and the Los Angeles Area Council of the Boy Scouts of America (“Council”) (not with the Boy Scouts of America) for the provision of administrative assistance by the Council to Learning for Life, which provides Learning for Life/Exploring with cost savings and operational efficiencies, enabling Learning for Life/Exploring to serve more youth.<sup>1</sup> This contractual relationship is embodied in an “Intellectual Property License Agreement” (“Agreement”) (copy enclosed), which supersedes an earlier “Administrative Services Agreement.” Under this Agreement, the Council agrees to provide, as an “independent contractor,” assistance in administering the program through career-oriented Learning for Life program materials and personnel (dedicated exclusively to Learning for Life programs and prohibited from performing any Boy Scouts programs or activities) to administer and maintain the Exploring Program with sponsoring organizations. To do this, Learning for Life licenses the Council to use its intellectual property (including the Exploring name and insignia) related to the Exploring Program.

The Agreement further provides that the Exploring Program shall be administered and maintained separately from all Council activities, and that all Exploring Program funds and contributions shall be maintained separate and apart from those of the Council. (As the administrator of the Exploring Program under the Agreement, the Council does provide financial reporting for Learning for Life–Los Angeles, by including Learning for Life–Los Angeles’ income and expenses in its annual 990 report; otherwise, financial reporting would have to be “rolled up” for financial reporting, in a costly and cumbersome manner, to national Learning for Life.)

---

<sup>1</sup> The Los Angeles Area Council is a California not-for-profit corporation, and has adopted and enforces its own policy of non-discrimination, including on the basis of sexual orientation. Likewise, there has been no claim made by anyone that the Los Angeles Area Council has discriminated on the basis of sexual orientation, or otherwise.

In this process, this Agreement has been drafted to make absolutely clear that there is no control by the Council (let alone the Boy Scouts of America) over Learning for Life's adoption and enforcement of its policy of non-discrimination. **The Agreement expressly requires compliance with, and enforcement of, Learning for Life's non-discrimination policy.** The Agreement mandates that "[t]he Exploring Program shall be administered and maintained in compliance with LFL's policies of non-discrimination in membership, leadership and employment" and that Learning for Life employees shall be "governed by LFL employment policies." (See ¶¶ 3(b) & (c), Agreement.)

In no way does this Agreement impose any Boy Scouts of America membership or employment policies on Learning for Life or interfere with the implementation of Learning for Life/Exploring's own non-discrimination policy.

In sum, Learning for Life/Exploring has adopted and enforces a strict policy of non-discrimination; the Los Angeles Area Council follows Learning for Life/Exploring's policy of non-discrimination; and the persons delivering the Learning for Life/Exploring Program directly to the youth members -- Fire Department officers -- enforce not only Learning for Life/Exploring's non-discrimination policy, but the policies and regulations of the Fire Department and City of Los Angeles. There has been no charge of discrimination against Learning for Life/Exploring **because there has been and is no discrimination by Learning for Life/Exploring.**

#### Compliance with Los Angeles Municipal Code

The question has been raised whether the relationship between the City of Los Angeles (Fire Department and Police Department) and Learning for Life/Exploring complies with Los Angeles Municipal Code Section 10.8.2. That section provides that a "contractor" entering into a "contract" with the City shall not, in the performance of such contract, discriminate in employment practices because of an employee's sexual orientation, among other bases. As discussed above, Learning for Life does not discriminate, and has not discriminated, in "employment practices" or otherwise, and, to reiterate in point of fact, there has not been even a single claim of discrimination in employment practices (or otherwise) against Learning for Life on the basis of sexual orientation, or otherwise. As noted, Learning for Life's non-discrimination policy is expressly stated in its Position Statement and Adult Leader Guide, as well as in its employment applications (copies enclosed).

The "contract" here -- the "Annual Memorandum of Understanding" -- is between the Fire Department and Learning for Life, not between the Fire Department or City and the Boy Scouts of America. Nevertheless, the Intellectual Property License Agreement between Learning for Life and the Los Angeles Area Council (not Boy Scouts of America) for administrative services expressly requires compliance with, and enforcement of, Learning for

Life's non-discrimination policies. So, even if applicable, there is full compliance with section 10.8.2.

Finally, even though there has not been, and is not, any discrimination by Learning for Life/Exploring in violation of section 10.8.2, it is noted that it appears that section 10.8.2 is not applicable because it applies to contracts with the City for a fee for the performance or rendition of work or services to the City or the public, and Learning for Life receives no monies from the City.

In sum, there exists no violation of Municipal Code Section 10.8.2.

### **Conclusion**

Young men and women participate in the Fire Department's Exploring Program because they have an interest in serving their communities, developing leadership and life skills, and pursuing a career in firefighting. For many of these youth, the Exploring Program is their only escape from a no-win exposure to neighborhood gang pressures, limited opportunities for continued education, and financial hurdles precluding pursuit of career goals. The Exploring Program offers a pathway for many young people to enter the ranks of the Los Angeles Fire Department that might not be available but for this program. There are numerous examples of the Exploring Program providing gateway employment opportunities to young people within the L.A. Fire Department and fire departments in Southern California; *e.g.*, Explorer Post 100, which has graduated over 90 Explorers who have gone on to serve in the ranks of the L.A. Fire Department, and Post 15, which counts at least 25 Explorers in the past seven years who have gone on to become firefighters in Southern California.

The aspirations of young people such as these Explorers to enter a career in public service, or otherwise pursue the American dream, should be encouraged, not suppressed; the Explorer program should be supported, not disparaged or destroyed. If the ties were severed between the Fire Department and the Exploring Program, the losers would be the Fire Department, the citizens of the City of Los Angeles and, most importantly, the youth of Los Angeles who so much need and deserve the opportunities provided by the Learning for Life Exploring Program. We respectfully request that the Fire Department Exploring Program be left in place and supported, so it may continue to benefit our youth and community.

We would be pleased to meet with you and any member of the Fire Commission to discuss the Exploring Program, and its continuation, as well as respond to any questions or requests for further information. We are committed to making every effort to continue to make a positive difference in the lives of our youth through the Exploring Program.

Ms. Genethia Hudley-Hayes  
August 27, 2009  
Page 9

Thank you for your consideration and that of the Board of Fire Commissioners.

Respectfully,

A handwritten signature in cursive script, appearing to read 'D. Tomblin', enclosed in a light gray rectangular box.

David L. Tomblin  
President, Learning for Life—Los Angeles

Enclosures

cc (w/encls.):

Board of Fire Commissioners  
Chief Douglas L. Barry, Los Angeles Fire Department  
Carmen Trutanich, City Attorney  
William W. Carter, Chief Deputy City Attorney

## Position Statement

Learning for Life programs are designed for all age groups from kindergarten through age 20. Youth participation is open to any youth in the prescribed age group for that particular program.

Adults are selected by the participating organization for involvement in the program.

Color, race, religion, gender, sexual orientation, ethnic background, economic status or citizenship is not criteria for participation.

# Exploring®

## Adult Leader Guide

### Welcome to Exploring

You have been selected to be an Advisor or a committee participant for an Explorer post. Your role is significant. You have the opportunity to make a difference in the lives of young people, not just today but in the future as well.

Exploring is Learning for Life's career-education program for young men and women age 14 (and have completed the eighth grade) to 20 years old. Adults are selected by the participating organization for involvement in the program. Color, race, religion, gender, sexual orientation, ethnic background, economic status, and citizenship are not criteria for participation.

Local community organizations such as businesses, professional organizations, and civic groups initiate specific Explorer posts. They do this by matching the interests of young adults with the people and program resources within their own organizations. The result is a program of activities that helps youth pursue their special interests, grow, and develop.

### Purpose

Exploring's purpose is to provide experiences to help young people mature and prepare

them to become responsible and caring adults. Explorers are ready to investigate the meaning of interdependence in their personal relationships and communities.

### Program Goals

Exploring has four specific goals for Explorers:

1. Gain practical experience in the career interest of the post
2. Engage in program activities centered on the five emphasis areas (career opportunities, life skills, citizenship, character education, and leadership experience) to encourage the development of the whole person
3. Experience positive leadership from adult and youth leaders and have the opportunity to take on leadership roles
4. Have a chance to learn and grow in a supportive, caring, and fun environment

This guide will help you understand how to develop the kinds of experiences in your Explorer post so that these four goals can be achieved.

# Application for Certification as a Learning for Life Executive

---

I hereby apply for a certification as an executive in the Learning for Life program. If certified in the Learning for Life program, I agree to be guided by the Articles of Incorporation, Bylaws, and policies of Learning for Life. I understand that employment and certification by Learning for Life are separate and distinct and that certification is required to be employed as a Learning for Life executive.

Signed \_\_\_\_\_ Date \_\_\_\_\_

---

## READ CAREFULLY BEFORE PROCEEDING

For your application to be evaluated properly, it is essential that all of the following questions be answered carefully and completely. If you need more space, please attach a separate sheet. Add any additional information you feel may be helpful.

All items of inquiry on this application seek to provide background information that will be considered with your qualifications.

In making this application, it is understood that an investigation will be conducted that will involve inquiries about your business and personal life, including information regarding any prior criminal convictions. This information may be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted, and by obtaining reports from credit-reporting and criminal justice agencies.

Candidates must satisfactorily complete Basic Training for Learning for Life executives prior to being certified.

All Learning for Life applicants must be at least the age of majority in the state in which they reside and have graduated

from an accredited college/university with the minimum of a four-year bachelor's degree. A minimum of an Associate degree is required for applicants who qualify for a second-career equivalency exception.

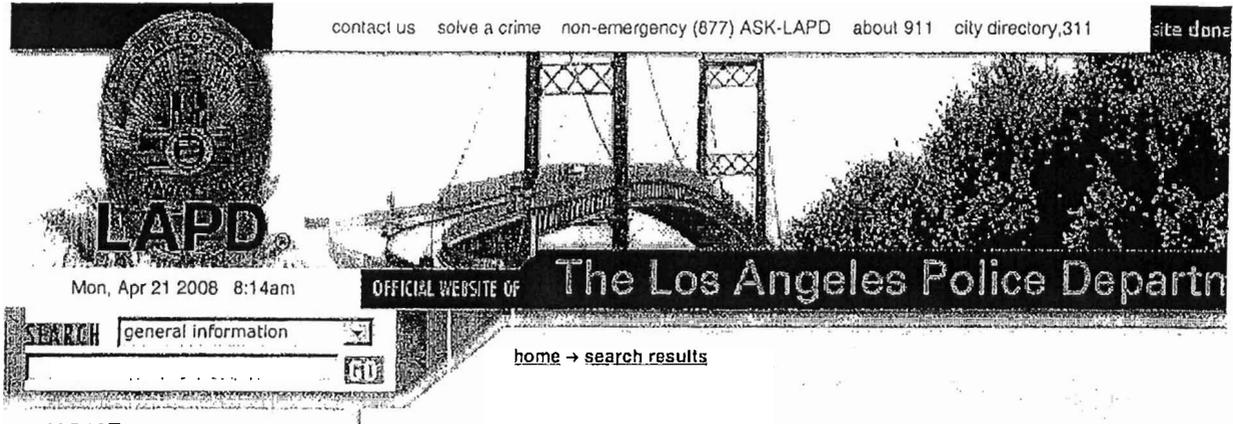
An official transcript of credits from an accredited college is required. Please request that the college registrar send an original, official transcript of credits directly to the council executive of the council processing your application for certification.

Certifications are issued only to those who have met the requirements as established by Learning for Life.

Applicants are not required to give any information on this form that is prohibited by federal, state, or local law.

Applicants for certification are considered without regard to race, color, religion, sex, sexual orientation, national origin, age, marital or veteran status, or the presence of a health problem or handicap that is unrelated to the person's ability to perform the job assigned.





- HOME
- OUR COMMUNITIES
- GET INVOLVED
- JOIN THE TEAM
- NEWSROOM
- POLICE COMMISSION
- CONSENT DECREE
- REPORT A CRIME
- SOLVE A CRIME
- E-POLICING
- CRIME MAPS
- RECENTLY ADDED
- INSIDE THE LAPD



salute our heroes  
 history of the LAPD  
 plan of action  
 Metropolitan Division  
 LAPD special units  
 ...[more >](#)

**GET INFORMED**

- Crime Maps and COMPSTAT
- Read the Beat Magazine
- Year in Review
- Gang Injunctions
- Most Wanted
- Missing Persons

## LAPD Explorers

learning to protect and to serve

The Los Angeles Police Explorer Program was established in 1962, it has been a very successful youth program for the past 41 years. It now operates as a "Learning for Life" program out of Juvenile Division. The purpose of the Explorer program is to provide special training to the young people that are preparing themselves for a career in law enforcement.

These are the following goals for the Explorer Program:

- To recruit qualified young men and women and prepare them for future careers in law enforcement.
- To assist them in becoming better citizens in their community, while developing a positive relationship between the police and the youth.
- Preparing the young people physically for a challenging career.
- To provide a forum, in which young people can provide non-hazardous community service, thereby relieving police officers for other assignments.

**Program Requirements**

The Explorer Program has a stringent selection process and only takes the most qualified applicants. Once selected, an Explorer Recruit is expected to maintain a high level of standards.

*Explorer Recruits must meet the following requirements:*

- Be at least 14 years of age and in the 9th grade; or 15 years (regardless of grade) through 21 years of age
- Pass a preliminary investigation
- Have at least a "C" average and maintain it through the 12th grade
- Have no record of serious arrests or convictions
- Maintain good moral character
- Be free of any physical deficiencies that would jeopardize the explorer or others in the program
- Obtain a medical examination (to qualify for insurance)
- Attend and graduate from the Explorer Academy
- Pass an oral examination

For Your Family

Prevent Crime

I Want to Know

FAQs

Contact Us

Trademark

**FILE A  
COMMENDATION  
OR COMPLAINT**

- Write an autobiography
- Register with Learning for Life, which does not discriminate, based on color, race, religion, sexual orientation, ethnic background, economic status, or citizenship. *The City of Los Angeles and the LAPD do not endorse any policy, which discriminates based on sexual orientation.*
- Demonstrate a willingness to serve and participate in explorer activities

**Explorer Academy**

The Los Angeles Police Department's Youth Programs Unit coordinates a 128-hour Explorer Recruit Academy. This training is composed of academics, physical-fitness training and military drill that are instructed by police officers and explorers with the Los Angeles Police Department. This training is supplemented by additional physical fitness, academics and drill that are taught by the explorer POST advisors and explorer supervisors.

Satisfactory passing scores on two academic tests and two physical-fitness qualifications must be achieved before the explorer recruits are able to graduate from the Academy. The explorer recruits must graduate from the Academy prior to wearing the law enforcement explorer uniform and receiving identification cards verifying their association with the Los Angeles Police Explorer Program.

**NON-DISCRIMINATION POLICY**

Sec. 4.400.

*The City is dedicated to the goal of equal employment opportunity based on merit system principles, free of discrimination or harassment on the basis of race, color, national origin, ancestry, religion/creed, sex, disability, age, medical conditions (cancer), marital status, sexual orientation, retaliation for filing a claim of discrimination, or being afflicted or perceived as afflicted with Acquired Immune Deficiency Syndrome (AIDS) or the Human Immunovirus (HIV). The responsibilities of all City employees to ensure that the City provides an environment free of discrimination and harassment on these or any other non-work-related basis are set out in the City's policies.*

**Explorer Activities**

Explorers perform police-related functions by assisting clerical and sworn personnel with filing, tours, field searches for evidence and crowd control. In addition, explorers participate in educational and recreational trips. Many such trips involve visits to police agencies throughout California and the nation. The Los Angeles Police Department explorers have participated in camping trips to places such as Yosemite National Park, Big Sur and Sequoia National Park, where Forest Rangers provide the group with information regarding the field of conservation.

The Explorer Program keeps young adults off the streets, encourages youth in the community to look to police officers as role models, and instills in them discipline and purpose in life. As a result of the training and direction received as police explorers, many young men and women choose law enforcement as a career. Many former explorers are among the ranks of the Los Angeles Police Department as student workers, administrators, office workers, dispatchers, and police officers. Others have chosen to enter the Armed Forces and are now serving around the world as Military Police Officers and members of the Intelligence Corps. There is absolutely no City funds provided for this extremely worthwhile and rewarding program, all funds are raised by the participants and other community members.

For more information about the Explorer Program in your neighborhood or to obtain an application, call the number corresponding to your community below. If you don't know

# ***Exploring***

---

## **ANNUAL MEMORANDUM OF UNDERSTANDING**

\_\_\_\_\_ has read and understands the following conditions for participating in the Exploring Program operated and maintained by Learning for Life, a District of Columbia non profit corporation ("Learning for Life"), and desires to enter into this agreement regarding its participating in the Exploring Program. The responsibilities of the organization include:

Screening and selecting at least four adults, including committee chairman, two committee members, and an Advisor who will work directly with the post officers.

- Encourage all adults to complete Learning for Life Youth Protection Training.
- Providing adequate facilities for the Explorer post to meet on a regular schedule with time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

The Exploring Program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders, program resources, and primary liability insurance to cover the participating organization, its board, officers, and employees against all personal liability judgements arising from official Exploring Program activities.

This Annual Memorandum of Understanding shall remain in effect for one year from this date. Either organization may discontinue the program at any time upon written notice to the other organization.

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

\_\_\_\_\_  
Signature of organization head or designee

\_\_\_\_\_  
Signature of Learning for Life Representative

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)



## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement (“Agreement”), entered into and effective as of October 31, 2008 (“Effective Date”), is made by and between Learning for Life, a District of Columbia nonprofit corporation (“LFL”), and Los Angeles Area Council, Boy Scouts of America, a California nonprofit corporation (“Council”).

WHEREAS, LFL currently maintains an Exploring Program (“Exploring Program”);

WHEREAS, LFL is the owner of certain intellectual property created for or used in association with the Exploring Program, including, but not limited to, copyrights and other original works (whether published or unpublished), handbooks, guides, training and presentation materials, syllabi, processes, concepts, trade secrets, know-how, inventions, trade names, trademarks and service marks (whether registered or common law) (all collectively, “Intellectual Property”);

WHEREAS, Council wishes to utilize the Intellectual Property solely in association with the Exploring Program that it administers and maintains for LFL;

WHEREAS, LFL has agreed to grant to Council a non-exclusive right to use the Intellectual Property in association with the Exploring Program, subject to the limitations set forth herein; and

WHEREAS, the parties desire to assure that the quality of the goods and services offered under any trademarks or service marks licensed hereunder (the “Marks”) are consistent with the standards and specifications set forth from time to time by LFL;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration acknowledged by each party to be satisfactory and adequate, the parties hereby covenant and agree as follows:

1. **License.** Subject to the terms of this Agreement, LFL hereby grants to Council a non-exclusive, nontransferable, revocable license to use and distribute the Intellectual Property solely as provided by LFL to Council and solely in Council’s geographic region in association with the Exploring Program that Council maintains and administers for LFL, including use of such Intellectual Property for fundraising associated with such Exploring Program in such geographic region. Council shall not have the right to copy, reproduce, adapt, transform or make derivative works of such Intellectual Property without the express written permission of LFL.

2. **Obligations of Council**

a. Council shall provide such personnel, facilities, equipment and supplies as necessary to deliver the Exploring Program on behalf of LFL to organizations within Council’s geographic region and shall administer and maintain the Exploring Program in a manner consistent with sound accounting and recordkeeping practices.

b. To the fullest extent possible, Council shall operate the Exploring Program as a separate cost center and in a separate account, maintained separate and apart from all Council funds and accounts. No Council or LFL funds shall be commingled or become part of each other’s accounts. Most specifically, income, expense, and net asset accounts shall be used to segregate the accounting activities related to LFL.

c. All contributions made for the benefit of the Exploring Program in Council’s area shall be received by Council, acting solely for this purpose as agent for LFL. Council shall place such contributions in the LFL account, and issue an acknowledgment of such contributions to each donor, which shall stipulate that the contributions will be used solely for the Exploring Program in Council’s area.

3. **Mutual Contracts and Agreements**

a. The Exploring Program shall be administered and maintained separately from all Council activities.

b. The Exploring Program shall be administered and maintained in compliance with LFL's policies of nondiscrimination in membership, leadership and employment.

c. To the extent necessary and advisable to carry out its obligations under this Agreement, Council shall employ, as Council employees governed by LFL employment policies, individuals as Learning for Life Executives and Administrators, and such other employees as may be necessary, including, but not limited to, specialists, program aides and administrative assistants. Such employees shall perform services exclusively with respect to the Exploring Program, and not for any Council activities or programs, unless a Council functional assignment, activity or program enhances the Exploring Program or service.

4. **Learning for Life Foundation**

a. LFL has established a national foundation through which tax-deductible charitable contributions can be made to support LFL. By entering into this Agreement, it is agreed that charitable contributions for LFL may be made to the foundation and designated and available for use for the Exploring Program.

b. By entering into this Agreement, Council agrees to use funds raised for LFL to benefit LFL only and solely for the purposes designated by the donor.

5. **Ownership**

a. LFL represents that it owns or has the right to use and license the Intellectual Property in accordance with the terms and conditions hereof; that it is otherwise authorized to enter into this Agreement; and that in due performance hereof, it would not be acting in violation of any outstanding obligation, contractual or otherwise, with any third party.

b. Council hereby acknowledges LFL's exclusive ownership rights in and to the Intellectual Property and acknowledges and agrees that all use of the Intellectual Property, including the Marks, by Council shall inure to the sole benefit of the LFL. Notwithstanding anything to the contrary in this Agreement, other than as expressly set forth in this Agreement, no other right, title, or license in the Intellectual Property or any other asset of LFL is hereby assigned, transferred, licensed or otherwise conveyed to Council. Council acknowledges and agrees that any and all goodwill arising from its use of the Intellectual Property, including use of the Marks, inures solely to the benefit of LFL. Council further acknowledges and agrees that all right, title and interest in any changes, modifications, transformations or derivative works of the Intellectual Property made by Council shall be owned by LFL, and upon the creation of any such changes, modifications, transformations or derivative works of the Intellectual Property in any and all media, now known or later developed, Council hereby assigns to LFL all right, title and interest in and to such.

c. Council shall not at any time knowingly do or cause to be done any act or thing that will directly or indirectly adversely affect the status or character of the Intellectual Property and shall not contest, or take any action, which will in any way impair, or tend to impair, LFL's ownership of, or sole right, title or interest in and to, the Intellectual Property.

d. Registration and any other protection for the Intellectual Property shall only be obtained by LFL, at its sole discretion, in the name and at the expense as determined by LFL. Council shall cooperate with LFL in the prosecution and administration of the Intellectual Property as necessary, including, without limitation, the registration, maintenance, and renewal of the registrations for the Marks. Enforcement of any portion of the Intellectual Property by the initiation of litigation or otherwise shall be in the sole discretion of LFL, but Council shall, at LFL's expense, cooperate with LFL in any enforcement action undertaken by LFL and shall notify LFL in the event that Council obtains information related to misappropriation, infringement or potential infringement of any portion of the Intellectual Property.

**6. Quality Control of the Goods and Services Offered Under the Marks**

a. Council hereby agrees to maintain the standards and specifications of quality required by LFL for all goods and services offered under the Marks. Upon written request, LFL shall have the right to inspect, review and approve goods and services offered under the Marks by Council, including without limitation all printed material showing the mark, to ensure that such goods and services meet the standards and specifications of quality required by LFL.

b. Council shall include a notice on printed materials that the Intellectual Property, including the Marks, is owned by LFL.

c. Council agrees that its use of the Intellectual Property shall be in accordance with applicable international, national, and local laws and regulations. The parties agree that in all dealings with each other, they shall adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Council agrees to refrain from any business practice that would be injurious to LFL or the reputation and goodwill of the Marks.

**7. Term and Termination**

a. This Agreement shall continue for a term of one (1) year from the Effective Date and shall automatically renew on September 30 of each year unless either party provides written notice to the other, at least sixty (60) days prior to the renewal date, of its intent not to renew the Agreement. This Agreement may be terminated early for any reason by mutual agreement of the parties in writing.

b. At the option of a party not in breach or default, this Agreement shall terminate:

(i) if a party breaches any material term, condition or undertaking contained herein and fails to cure such breach within thirty (30) days of receipt of written notice of such breach, unless the event which causes such breach cannot be reasonably cured within such thirty-day period, and the breaching party commences the cure within such period and thereafter prosecutes the cure with diligence and without significant interruption until the cure is complete; or

(ii) if a party is declared insolvent or bankrupt or makes an assignment for the benefit of creditors.

c. Effect of Termination.

(i) In the event this Agreement terminates pursuant to Section 6(b) hereof, the party in breach or default shall forthwith surrender to the other party all rights and privileges granted the party in breach or default hereunder and immediately cease its use of, and return to the other party, all property belonging to the other party, including, without limitation, equipment, programs, manuals, forms, brochures and similar materials.

(ii) If this Agreement is terminated for any reason, Council shall immediately cease and discontinue the use of the Intellectual Property and destroy or return to LFL all Intellectual Property and any reproductions, copies, materials, presentations, or summaries thereof in possession or control of Council, as well as all goods, advertisements, marketing materials, or other documents on which the Marks are displayed that are in possession or control of Council. Furthermore, both parties shall cease to represent that Council is providing, supporting, or maintaining Exploring Program or that there is any relationship between the parties.

**8. License Fee.** In consideration of the rights granted herein, each Explorer member and adult leader of the Exploring Program will pay to LFL an annual membership fee of \$10.00 and each Exploring Post will pay to LFL an annual fee of \$20.00 for liability insurance, which fees will be transmitted directly to LFL. Upon reasonable notice to Council, Council grants to LFL the right to have an independent third-party auditor annually inspect any and all records relating to the Exploring Program, this Agreement and use of the Intellectual Property. Such audit shall occur during business hours at a time that is mutually agreed upon by Licensor and Licensee.

9. **Confidentiality**

a. The Intellectual Property licensed hereunder may contain some information of a confidential and proprietary nature of LFL, including, but not limited to, lists of program participants, and such other information as may be disclosed that is not generally ascertainable from public or published information or trade sources; and other information designated as confidential by LFL (collectively, "Confidential Information"). Confidential Information does not include information (i) which is or becomes publicly known to Council through no breach of this Agreement or any other agreement; (ii) information learned from a third party entitled to disclose it; (iii) information known to Council prior to disclosure by LFL; (iv) information developed by or for Council independently of information received from LFL; or (v) information approved for release by written authorization of LFL.

b. Council shall not disclose Confidential Information received from LFL to any third party and shall not use such Confidential Information for any purpose other than those contemplated by this Agreement. Council shall retain in trust and confidence all Confidential Information disclosed by LFL and shall use the same degree of care to avoid disclosure or use of such information not authorized hereby as Council employs with respect to its own most confidential information.

10. **Indemnity.** LFL shall, at its expense, defend, indemnify, and hold Council harmless from and against any and all third-party liabilities, claims, causes of action, suits and/or damages based on infringement or alleged infringement of any third party's intellectual property rights related to Council's use of the Intellectual Property; however, Council shall, at its own expense, defend, indemnify, and hold LFL harmless from and against any and all third-party liabilities, claims, causes of action, suits and/or damages based on Council's use of the Intellectual Property in a manner that is prohibited or not authorized by this Agreement.

11. **Relationship of the Parties.** No employment, partnership, joint venture, or any other business combination between LFL and Council is intended to be, or is, created by this Agreement. The only relationship between Council and LFL is that of independent contractors. Nothing contained in this Agreement shall be construed as establishing or constituting a partnership, agency (except to the extent provided in Section 2.c. herein regarding the receipt of contributions) or joint venture relationship between LFL and Council.

12. **Business Alterations.** Each party hereby agrees to notify the other party:

a. of any changes in business procedures, operations, or guidelines which may affect the other party or its employees; and

b. in advance of, if possible, and in all cases not later than ten (10) days after, any change in the party's business organization (a "Business Alteration"). Without limitation, the following changes are deemed Business Alterations:

(i) a change in the assumed name, if any, of the party;

(ii) either the merger, consolidation or liquidation of the party or a sale or disposition of substantially all of the assets of the party, or a change in ownership of the party; or

(iii) the initiation of any action involving the party's bankruptcy, insolvency or inability to pay its debts as they become due, regardless of whether the party has changed its business organization.

13. **Assignment.** Neither party may assign, mortgage, encumber, or otherwise transfer any of its rights hereunder, to any other person, firm or corporation in whole or in part (by sublicense, operation of law or otherwise), without the prior written consent of the other party. Unless as otherwise set forth herein, this Agreement shall inure to the benefit of and be binding upon the assignee or successors in interest of the parties hereto.

14. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all other prior understandings, agreements, discussions, summaries, representations, notes, letters and written and oral statements with respect to the subject matter hereof. This Agreement shall not be amended or modified except by a writing executed by each of the parties hereto.

15. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, such provision shall be fully severed, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; provided, however, that if such illegal, invalid, or unenforceable provision may be made legal, valid, and enforceable by limitation thereof, then the provision shall be revised and reformed to make it legal, valid and enforceable to the maximum extent permitted by law.

16. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States and State of Texas, without regard to principles of conflicts of law requiring the application of the law of another state, with venue and jurisdiction in state and federal courts residing in Dallas County, Texas.

17. **Attorneys' Fees.** In the event either party shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Agreement, the prevailing party shall be entitled to reimbursement from the other party for all reasonable and necessary costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

18. **Legality of Agreement.** Nothing contained herein shall require either party to take action contrary to law or to an order or regulation of any governmental authority or governmental body having apparent jurisdiction over the parties, or contrary to any permit or authorization granted to the parties.

19. **Notice.** All communications, notices and exchanges of information contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed given if in writing and delivered by confirmed telecopy, by hand-delivery or by deposit in United States first-class mail, and properly addressed as follows, which address may be changed pursuant to this Section 17:

(a) If to LFL:  
Learning for Life  
1325 West Walnut Hill Lane  
Irving, Texas 75015  
Attention: John Anthony  
Telecopy No.: 972-580-7878

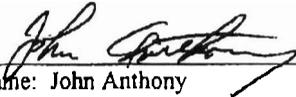
(b) If to Council:  
Los Angeles Area Council, Boy Scouts of America  
2333 Scout Way  
Los Angeles, California 90026  
Attention: Paul R. Moore  
Telecopy No.: 213-413-1352

20. **Confidentiality of Agreement.** This Agreement, including all of its terms and conditions, shall remain confidential and shall not be disclosed or revealed to or discussed with any person not a party to this Agreement, except the terms and conditions of this Agreement may be disclosed (i) as necessary to enforce the terms hereof; (ii) in response to a judicial order or subpoena compelling disclosure; (iii) as otherwise required by law; (iv) to the parties' respective attorneys, accountants, bankers, financial advisers, and tax preparers, although any such disclosures to or by these persons shall be with the express understanding that this Agreement and its terms and conditions remain confidential and any public disclosures required by law or financial reporting requirements shall disclose the minimum information required by law; and (v) as necessary to third-parties conducting due diligence relating to the assets or liabilities of the parties, so long as said due diligence is under agreement of confidentiality.

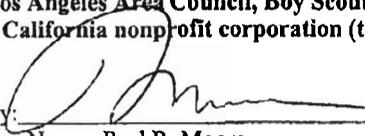
21. **Section Headings.** The section headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement and shall not be construed as a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement in one or more counterparts (each of which shall constitute an original) to be effective as of the Effective Date.

**LEARNING FOR LIFE, a District of Columbia nonprofit corporation ("LFL")**

By:   
Name: John Anthony  
Title: National Director

**Los Angeles Area Council, Boy Scouts of America, a California nonprofit corporation (the "Council")**

By:   
Name: Paul R. Moore  
Title: Chief Executive Officer