

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
FOR PARTICIPATION IN CENSUS OUTREACH

This Memorandum of Understanding, "MOU," is entered into by and between the Los Angeles County Office of Education (LACOE) and the William S. Hart Union High School District (District). LACOE and District may be referred to collectively as the "Parties."

RECITALS

WHEREAS, LACOE has received funding from California Complete Count - Census 2020 (CCC), through which LACOE will provide funding to local districts to engage in census outreach; and

WHEREAS, the purpose of the CCC effort is to engage in a statewide outreach and awareness campaign designed to ensure an accurate and complete count of all Californians in the upcoming 2020 Census; and

WHEREAS, a census that undercounts Californians could cost the State of California billions of dollars in federal program funding, including a loss of federal funding for school programs, and could affect political representation.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are acknowledged, the Parties agree as follows:

1. Basis of Agreement

This MOU sets forth the District's rights and responsibilities as a recipient of Census 2020 outreach funding. Subject to the availability of funds, this MOU is effective from October 1, 2019, and shall remain in effect through June 30, 2020, and may be amended only by mutual written consent of the parties.

2. Fiscal

The District shall receive an allocation of \$2,000.00 for each District school listed in Attachment 1. These schools are designated as Hard to Count areas. These funds shall be used by District for Census 2020 outreach in the Hard to Count areas.

In exchange, the District shall perform from the required and optional District outreach activities listed on Attachment 2.

3. Indemnification

District agrees to defend, indemnify, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from negligent acts by District or District's officers, employees, contractors, or agents. District shall be solely liable for the willful misconduct of District's officers, employees, contractors, or agents.

LACOE agrees to defend, indemnify, and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from negligent acts by LACOE or LACOE's officers, employees, contractors, or agents. LACOE shall be solely liable for the willful misconduct of LACOE's officers, employees, contractors, or agents.

4. Independent Contractor Status of District

District is an independent entity and not an agent or representative of LACOE. District and its staff performing work under this MOU shall not at any time or in any manner represent that District or any of its officers, employees, or agents are employees of LACOE. District shall have sole responsibility for supervising and assigning work to District employees and/or volunteers performing work under this MOU, and for complying with all applicable laws.

5. Insurance

District shall maintain insurance coverage in an amount sufficient to cover any District employees and/or volunteers performing 2020 census outreach services for the District under this MOU. If the District's insurance plan does not extend Workers' Compensation Insurance and Automobile Liability Insurance Coverage to volunteers and it would be unreasonable or a hardship for the District to obtain coverage, the District shall require all volunteers to complete a Release and Waiver of Liability (see Attachment 3).

6. Equipment

For equipment purchased with State funds provided under this MOU in the amount of \$5,000.00 and above per unit price, title will vest in the State. For all equipment purchase of \$5,000.00 or more using State funds, District shall notify LACOE of the requested purchase, and the Parties shall:

- a. Submit a Request for Equipment Purchase prior to purchasing equipment to the assigned State Regional Program Manager (RPM).
- b. Once items have been purchased, submit a copy of the receipt and documentation of the serial number and model number with the invoice for item(s).
- c. In the event of theft, a report must be filed immediately with the California Highway Patrol. A copy of the report must be provided to the assigned RPM.
- d. At the conclusion of the MOU, District shall divest of purchased equipment as instructed by the assigned RPM.

7. District Cooperation with CCC Reporting

District acknowledges LACOE must submit reports and data to CCC regarding District outreach efforts. District shall maintain records of Census outreach events, which shall be provided to LACOE by completing the form available at <https://lacoed.edu/censusreports> by the reporting deadlines. The parties acknowledge that District's census outreach records may be audited. In the event that District fails to maintain adequate outreach records, CCC may require the return of District funding provided under this MOU, for which District shall be responsible.

8. Entire Agreement

This document states the entire agreement between the Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

9. Execution

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party. If governing board ratification is required to bind District, District shall provide evidence of such ratification to LACOE.

10. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, or under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

11. Modification and Amendments

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. LACOE and the District further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are

implemented which materially affect the intent of a provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

APPROVED AND ACCEPTED FOR LOS ANGELES COUNTY OFFICE OF EDUCATION

Title: _____

Signed: _____ Date: _____

Title: _____

Signed: _____ Date: _____

APPROVED AND ACCEPTED FOR WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

Title: CHIEF BUSINESS OFFICER

Signed:  Date: 01/08/2020

Title: _____

Signed: _____ Date: _____

ATTACHMENT 1

School Type
Regular School

District	School	School Count	Stipend
William S. Hart Union High	Golden Oak Adult	1	2,000
	Placerita Junior High	1	2,000
	William S. Hart High	1	2,000
William S. Hart Union High Total		3	6,000
Grand Total		3	6,000

Census Outreach Activities

Education Outreach Activities (Required)
Participate in / listen to a webinar (December 2019) regarding the <i>California School-based Communications Toolkit</i> and how to use it throughout the year.
Use the <i>California School-based Communications Outreach Toolkit</i> through social media, letters, and telephone calls, to remind school communities to participate in the 2020 Census. Toolkits will be provided upon contract award.
Utilize, as needed, parent centers, or other school locations to be used as Census Assistance Kiosks (CAKs), Questionnaire Assistance Centers (QACs) and Questionnaire Assistance Kiosks (QAKs) in coordination with LACOE and Local Complete Count Committees.
Use <u>LACOE Online Report</u> form to document activities. Additional instructions will be provided after contract award.
The districts, Public Information Officers or equivalent shall publicize outreach events and locations / times of QACs / QAKs to surrounding communities.
Hold a Census Awareness Week on campuses between March 23 – April 9, 2020. The districts will work with LACOE to roll out Census Week plans.
When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, the contractor provides parents with information on census programs, meetings, and activities in a format and, to the extent practicable, in a language the parents can understand.
Education Outreach Activities (Optional)
Optional – Use the curricula, “Census 2020 Count Me In: Taking Informed Action Today” and “Census 2020 Count Me In: A Historical Perspective” in grades 5, 8, 11, and 12. See: www.bit.ly/2020CensusInquiries
Optional – Participate in a Train-the-Trainer workshop on the census curriculum. A minimum of one professional development day. (Occurring between October 2019 – January 2020).
Optional – Participate in the poster / public service announcements contests at school, district, and statewide levels. The CA Complete Count Census Education Outreach Manager will coordinate and announce activities.

ATTACHMENT 3

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

In consideration of participating in any volunteer work or activity of _____ (hereinafter Contractor Organization), together with its directors, officers, successors, agents and assigns, the Los Angeles County Office of Education and its officer, employees or agents (collectively referred to as "LACOE"), the State of California and/or the California Complete Count – Census 2020 Office, its officers, employees, or agents (collectively referred to as "the State of California"), including any volunteer work, travel, or other activities (the "Activities") run, sponsored and/or held by Contractor Organization or the State of California:

I, _____ hereby freely, voluntarily and without duress execute this Release and Waiver of Liability. I understand that the Activities may include, among other things, attending rallies or events, going door-to-door educating people in Hard-to-Count communities regarding the importance of the 2020 Census, driving and/or transporting supplies to and from various locations as necessary by personal automotive vehicle.

RELEASE AND WAIVER. I do hereby release and forever discharge, hold harmless and agree to indemnify Contractor Organization, LACOE, and the State of California from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my Activities with Contractor Organization, LACOE, and/or the State of California. I understand that this Release discharges Contractor Organization, LACOE, and the State of California from any liability or claim I may have against Contractor Organization, LACOE, or the State of California with respect to any bodily injury, personal injury, illness, mental duress, death or property damage that may result from my Activities with Contractor Organization, LACOE, and/or the State of California, whether caused by the negligence of Contractor Organization, LACOE, and/or the State of California, or as a result of my participation in the Activities. I will indemnify, defend, save and hold Contractor Organization, LACOE, and the State of California harmless from any loss, liability, damage or cost which may be incurred as the result of such claim. I understand that Contractor Organization, LACOE, and the State of California do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

KNOWING AND VOLUNTARY EXECUTION: I acknowledge that I have carefully read and fully understand the contents and legal ramifications of the Release. I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature _____ Date _____

Full Name (Print) _____

Address _____

Phone Number _____

E-mail _____

Emergency Contact _____ Phone Number _____