



**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

AND

**William S. Hart Union
High School District**

Prepared by:
Los Angeles County
Department of Public Social Services
CalFresh Nutrition Program Section
12820 Crossroads Parkway South
City of Industry, California 91746
(562) 908-6345

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)
AND
William S. Hart Union High School District**

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between COUNTY of Los Angeles Department of Public Social Services (hereinafter "COUNTY") and William S. Hart Union High School District_(hereinafter "LEA"), located at: 21380 Centre Pointe Parkway, Santa Clarita, California 91350.

ATTACHMENT A, if applicable

**List Name, Address, Contact Person, and Telephone Number of Schools
if LOCAL EDUCATION AGENCY has more than one school**

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to memorialize the process whereby the William S. Hart Union High School District, a Local Educational Agency (LEA) shares information submitted on the National School Lunch Program (NSLP) applications with the County of Los Angeles to determine CalFresh eligibility for NSLP applicant's household, if a student is approved for free or reduced-price meals.

RECITALS

WHEREAS, California Education Code section 49557.3 permits school districts or county superintendent of schools to share information contained on the School Lunch Program application with local agencies that determine CalFresh eligibility;

WHEREAS, California Welfare and Institutions Code section 18901.55 permits counties to determine CalFresh program eligibility for children whose information is shared with the county pursuant to section 49557.3 of the Education Code and to enroll the child in the CalFresh program if the child is eligible and the county has received a signed CalFresh program application;

WHEREAS, COUNTY requests the release of confidential NSLP student's information maintained by LEA in order to support determination of CalFresh eligibility; and

WHEREAS, LEA desires to release such information to enable COUNTY to evaluate for CalFresh program enrollment.

NOW, THEREFORE, it is agreed by and between COUNTY and LEA as follows:

1.0 TERMS OF AGREEMENT

1.1 The term of this MOU shall commence on the date of execution of the MOU by the Director of the Department of Public Social Services (DPSS) and LEA and shall end June 30, 2021. This MOU shall be automatically renewed for successive County fiscal year periods beginning on July 1, 2015, unless terminated sooner as provided for herein.

1.2 This MOU may be amended by mutual written consent of both parties.

1.3 This MOU may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice thereof to the other.

2.0 INTERPRETATION

2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.2 Board of Supervisors

The Board of Supervisors of COUNTY of Los Angeles, acting as governing body for COUNTY of Los Angeles and the DPSS.

2.0 INTERPRETATION (Continued)

2.3 Local Education Agency or LEA

Means a charter school, school district, or county office of education that desires to enter into this MOU with COUNTY to share information on NSLP applications for determination of CalFresh eligibility covered under the terms of this MOU.

2.4 Department of Public Social Services

The designated County Department administering the CalFresh Program for the Los Angeles County.

2.5 Director

The Director of the Los Angeles County DPSS, or his/her authorized representative(s).

2.6 LEA Manager

The individual designated by LEA Carolyn McMahon to administer the MOU on a daily basis.

2.7 County Contract Administrator

The person designated by COUNTY to administer the MOU on a daily basis.

2.8 National School Lunch Program

The program is an extension of the Federal Supplemental Nutrition Assistance Program, operating in public and nonprofit private schools and residential child care institutions. The program provides nutritionally balanced, low-cost or free lunches to children each school day. The program was established under the National School Lunch Act, signed by President Harry Truman in 1946. The program is also part of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA), Public Law 111-296.

2.9 National School Lunch Program Student

A student, through 18 years of age, of high school grade or under as determined by the State educational agency, who is in an educational unit of high school grade or under and meeting eligibility requirements of the NSLP for free or reduced-priced meals.

2.10 National School Lunch Program Applicant

A parent or guardian of the NSLP student who meets eligibility requirements of the NSLP free or reduced-priced meals.

3.0 WILLIAM S. HART UNION HIGH SCHOOL DISTRICT RESPONSIBILITIES

3.1 LEA may only share the NSLP application and information contained therein with the County if (1) the NSLP student who is the subject of the NSLP application is approved for free or reduced-priced meals and (2) the parent or guardian of the student consents in writing to the sharing of the information pursuant to Education Code section 49557.3 (a).

3.2 LEA must inform the NSLP applicant of his or her potential eligibility to CalFresh and provide the "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," Attachment B and inform him/her that his or her participation in the CalFresh program is voluntary.

3.0 **LEA (LEA NAME AND (Continued))**

- 3.3 LEA must inform the NSLP applicant that the "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," and the release of the NSLP application serves as a written request for CalFresh application. Hence, the NSLP applicant is required to complete a CalFresh application provided by COUNTY prior to enrollment in the CalFresh program.
- 3.4 LEA must mail the forms listed below to COUNTY within ten (10) business days from approval date of NSLP application or within three (3) business days of the consent form received, whichever comes later.
- Copy of NSLP application of the NSLP student who is approved for free or reduced-priced meals;
 - Signed "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," form; and
 - Completed "AB 402-National School Lunch Program Transmittal," form (Attachment C)

Mail above forms to address below:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES
Medi-Cal Mail-In District
PO BOX 7267
LOS ANGELES, CA 90007
ATTENTION: CHIEF CLERK**

4.0 **COUNTY RESPONSIBILITIES**

- 4.1 COUNTY must use information provided on the NSLP application of a NSLP student, who is approved for free or reduced-priced meals, only for enrollment of his or her household in the CalFresh program.
- 4.2 COUNTY must treat NSLP application and the information contained therein AS confidential and only used for purposes directly related to the enrollment of families in the CalFresh program, and the NSLP application information submitted to COUNTY, will not be shared with other government agencies, including the United States Citizenship and Immigration Services (USCIS) and the Social Security Administration (SSA), unless specifically, authorized to do so pursuant to other provisions of law.
- 4.3 COUNTY must inform the NSLP applicant, in writing, on "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," that his or her participation in the CalFresh program is voluntary.
- 4.4 COUNTY must treat the NSLP application and the "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," as a written request for a CalFresh application. COUNTY must contact parent or guardian of the NSLP student to request additional information pertinent to determining eligibility.

4.0 **COUNTY RESPONSIBILITIES (Continued)**

- 4.5 COUNTY must mail a CalFresh application to the NSLP applicant on the same day in which the NSLP application and the "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," are received. If the "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," is not received, a CalFresh application must not be mailed to the NSLP applicant.
- 4.6 DESTROY NSLP APPLICATION: Upon mailing the CalFresh application to the NSLP applicant.
- 4.7 COUNTY must keep the "Parental or Guardian Consent to Release School Meal Application to the CalFresh Program," as part of the CalFresh case record.
- 4.8 **CALFRESH ENROLLMENT**
- 4.8.1 COUNTY must require that any NSLP applicant whose information is shared with COUNTY be required to complete a CalFresh application prior to enrollment in the CalFresh Program. The CalFresh application date is the date the COUNTY receives the signed CalFresh application.
- 4.8.2 EXPEDITED SERVICES (ES): COUNTY must evaluate all NSLP applications for eligibility for Expedited Services (ES). For purposes of ES processing, COUNTY shall request information from NSLP student's parent or guardian necessary for processing a CalFresh application at the first point of contact following receipt of information. If ES is warranted, the ES processing timeframes shall apply from the point of receipt of the signed CalFresh application.
- 4.8.3 NSLP student has not yet been enrolled but is eligible: COUNTY must enroll the NSLP student in the CalFresh program by processing the CalFresh application upon receipt of the signed CalFresh application. Normal processing timeframes for CalFresh apply.
- 4.8.4 NSLP student has not yet been enrolled and not eligible: After reviewing the CalFresh application, COUNTY determines that the NSLP student is not eligible to receive CalFresh benefits. COUNTY must notify parent or guardian of the NSLP student of this determination.
- 4.8.5 DUPLICATE APPLICATION: The NSLP application is handled like any other duplicate application. COUNTY must evaluate the NSLP application to ensure that there has been no change in the household situation. If there is a change in status, the information on the NSLP application shall be verified and COUNTY will act accordingly as per Manual of Policies and Procedures (MPP) 63-509(d) and (e). Assuming there is no change in the household situation, COUNTY must send the NSLP applicant the appropriate notice.

4.0 COUNTY RESPONSIBILITIES (Continued)

4.8 CALFRESH ENROLLMENT (Continued)

4.8.6 The parent or guardian of the NSLP student refuses to provide information necessary to complete a CalFresh application, or does not return a signed CalFresh application: COUNTY must send notification that the request for CalFresh benefits was not approved and shall state the reasons why.

4.9 COUNTY must meet with LEA to resolve any non-compliance issues as needed.

5.0 OTHER TERMS AND CONDITIONS

5.1 ASSIGNMENT

LEA must not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation and/or assignment without COUNTY's prior written consent must be void. Any attempt by LEA to assign or subcontract any performance of this MOU without the express written consent of COUNTY must be null and void and will constitute a breach of the terms of this MOU.

5.2 AUTHORIZATION WARRANTY

The individual or individuals signing this MOU have been validly authorized and directed to sign this MOU on behalf of the COUNTY and LEA respectively and by signing in such capacity will bind that party.

5.3 COMPLIANCE WITH LAWS

LEA agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

- *California Welfare & Institutions Code*
- *California Department of Social Services (CDSS) Manual Policies and Procedures*
- *Social Security Act*
- *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
- *Clean Air Act (Section 306, 42USC 1857 (h))*
- *Clean Water Act (Section 508, 33USC 1368)*
- *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
- *Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]*

5.0 OTHER TERMS AND CONDITIONS (Continued)

5.4 CONFIDENTIALITY

- 5.4.1 The parties agree and acknowledge that all information on the NSLP application provided by LEA and received by COUNTY, as well as any additional documentation is confidential and will only be used for the purposes of effectuating this MOU and as otherwise permitted by law.
- 5.4.2 The parties will inform all their employees providing services hereunder, of the confidentiality provisions of this MOU.
- 5.4.3 The parties agree and acknowledge that each party is responsible for its own acts or omissions in protecting confidential information from unauthorized use and disclosure.
- 5.4.4 COUNTY must ensure that all confidential documents/papers, as defined under State law (including, but not limited to, Welfare & Institutions Code Sections 10850, 17006) relating to this MOU must be shredded and not discarded in trash containers when COUNTY disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bit/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.
- 5.4.5 The parties agree and acknowledge that the National School Lunch Act establishes a fine of not more than \$1,000 or imprisonment of not more than 1 year, or both, if any eligibility information is published, divulged, disclosed, or made known in any manner or extent not authorized by federal law. This includes the disclosure of eligibility information by one entity authorized under the NSLA to receive the information directly from the determining agency. In addition, the United States Code 5 USC 552a(i) establishes a fine of not more than \$5,000 for any employee who discloses confidential or individually identifiable information in any manner to any person or agency not entitled to receive it, or who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses.

5.5 DISPUTES

Any disputes between COUNTY and LEA regarding the performance of services under this MOU must be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by COUNTY DPSS Director, or his/her authorized representative, and the Director's or his/her authorized representative's decision shall be final.

5.6 INDEMNIFICATION

LEA must indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LEA'S acts and/or omissions arising from and/or relating to this MOU.

5.0 **OTHER TERMS AND CONDITIONS** (Continued)

5.7 **AMENDMENTS/VARIATIONS**

This MOU contains all the agreements of the parties hereto with respect to any matter covered or mentioned in this MOU and its attachments, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. LEA and COUNTY may amend or add to this MOU by executing changes in writing signed by the parties hereto. This MOU shall not be effective or binding on any party until fully executed by all parties hereto and shall continue for the term specified in Section 1, or until termination by one of the parties upon delivery of written notice to the other as specified in this MOU.

5.8 **NOTICES**

Delivery of notices must be accomplished by hand-delivery or enclosing same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

Notices to LEA

Any such notice and envelope containing same shall be addressed to LEA at its school/school districts:

**Ralph Peschek
William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, California 91350**

Notices to COUNTY

Notices and envelopes containing same to COUNTY must be delivered to:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES
CALFRESH NUTRITION PROGRAM SECTION
12820 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746
ATTENTION: CALFRESH NUTRITION PROGRAM SECTION, DIRECTOR**

IN WITNESS HEREOF, the parties hereto have caused this MOU to be executed on this 11th day of June, 2020

**LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

Antonia Jiménez
Director

William S. Hart Union High School District

Ralph Peschek
Chief Business Officer

ATTACHMENT A

Contact for all schools:
 Carolyn McMahon – foodservice@hartdistrict.org
 259-0033 ext.216

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|----------------------------|--|--------------|
| Academy of the Canyons | 26455 North Rockwell Canyon, Santa Clarita, CA 91355 | 661-362-3056 |
| Arroyo Seco Junior High | 27171 N. Vista Delgado, Santa Clarita, CA 91354 | 661-296-0991 |
| Bowman High School | 21508 Centre Pointe Parkway, Santa Clarita, CA 91350 | 661-253-4400 |
| Canyon High School | 19300 W. Nadal St., Canyon Country, CA 91351 | 661-252-6110 |
| Castaic High School | 31575 Valley Creek Road, Castaic, CA 91384 | 661-888-6288 |
| Golden Valley High School | 27051 Robert C. Lee Parkway, Santa Clarita, CA 91350 | 661-298-8140 |
| Hart High School | 24825 North Newhall Ave., Santa Clarita, CA 91321 | 661-259-7575 |
| La Mesa Junior High School | 26623 May Way, Santa Clarita, CA 91351 | 661-250-0022 |
| Learning Post/Hart at Home | 21445 Centre Pointe Parkway, Santa Clarita, CA 91350 | 661-259-0033 |
| Placerita Junior High | 25015 North Newhall Ave., Santa Clarita, CA 91321 | 661-259-1551 |
| Rancho Pico Junior High | 26250 W. Valencial Blvd., Stevenson Ranch, CA 91381 | 661-284-3260 |
| Rio Norte Junior High | 28771 Rio Norte Dr., Santa Clarita, CA 91354 | 661-295-3700 |
| Saugus High School | 21900 Centurion Way, Santa Clarita, CA 91350 | 661-297-3900 |
| Sierra Vista Junior High | 19425 West Stillmore St., Santa Clarita, CA 91351 | 661-252-3113 |
| Valencia High School | 27801 North Dickason Dr., Valencia, CA 91355 | 661-294-1188 |
| West Ranch High School | 26255 West Valencia Blvd., Stevenson Ranch, CA 91381 | 661-222-1220 |

**PARENTAL OR GUARDIAN CONSENT TO RELEASE
SCHOOL MEAL APPLICATION TO THE CALFRESH PROGRAM**

ATTACHMENT B

Dear Parent/Guardian:

Your participation in the Free and Reduced-Price (F/RP) school meal program means your family could be eligible for the CalFresh food assistance program. CalFresh provides monthly benefits to households for purchasing the food they need to maintain adequate nutrition. By signing this form, you consent to allow the _____ District to share the information you provided on your F/RP school meal application with the Los Angeles County CalFresh Office that is responsible for determining eligibility (benefits) for the CalFresh program. Or if you prefer to apply directly and not exchange this information, you may call the CalFresh program at 1-866-613-3777 or apply online at www.dpssbenefits.lacounty.gov.

Please note, your participation in the CalFresh program is voluntary. Failure to sign this consent form will not affect your child's eligibility or participation in the district's F/RP school meal program.

Yes! I want the District to share information from my F/RP school meal application with the CalFresh Office to determine if my family is eligible for CalFresh benefits. I realize that the information provided will be shared only with the CalFresh Office.

Please check the box above
If you want to apply for
CalFresh benefits for your
family.

Child's Name: _____

School: _____

Child's Name: _____

School: _____

Child's Name: _____

School: _____

By signing this consent form, I voluntarily consent to let the District share the information on my F/RP school meal application with the CalFresh Office, and I acknowledge that I have read and understood all the information on this form.

Also, by consenting to this process, I understand that the CalFresh Office will provide me with a CalFresh application to determine CalFresh eligibility.

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____

Address: _____

Phone: _____ e-mail: _____

**AB 402 – NATIONAL SCHOOL LUNCH PROGRAM
TRANSMITTAL**

Instructions:

- **SCHOOL DISTRICTS/SCHOOLS:** Complete this form, attach National School Lunch Program applications and consent forms and mail, within three business days of receipt of consent forms, to:
 CalFresh Nutrition Program Section
 12820 Crossroads Parkway South City
 of Industry, CA 91746
 Attention: Lino Rios, Human Services Administrator III
- **CalFresh Nutrition Program Section:** Confirm receipt of applications and consent forms by signing and dating below, then fax to the sender within three business days of receipt.

| Approved National School Lunch Applications and Parental Consent Forms | | | | |
|---|----------------------|--|-------------------------|--------------|
| To: CalFresh Nutrition Program Section Tel: (562) 908-6345 Fax: (562) 695-0423 | | From (contact name): School: Tel: Fax: | | Date: |
| Name of Applicant | Date of Birth | NSLP (✓) | Consent Form (✓) | |
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| RECEIVED BY COUNTY STAFF NAME: | TITLE: | DATE RECEIVED: | DATE FAXED TO LEA: |

Retention: One year from date of receipt.