LETTER OF UNDERSTANDING

Income Documentation Requirements

This letter of understanding expresses the mutual intent of:

San Leandro Unified School District (SLUSD)
And
Alameda County Social Services Agency (SSA)

And establishes the requirements for matching data from SLUSD records and SSA records for Direct Certification of students to receive free or reduced-price meals. The intent is to meet the program goals of the two agencies while maintaining record confidentiality.

I. Purpose

The purpose of this letter of understanding is to carry out the provisions of the U.S. Federal Child Nutrition and WIC Reauthorization Act of 1989, Section 202(b)(1). That act allows a school food authority to certify a student as eligible for free school lunch or breakfast without further application, by directly communicating with the appropriate local agency to obtain documentation of a student status as a member of a CalWORKs and/or Food Stamps.

II. Requirements for the Match

1. San Leandro Unified School District: For purposes of determining free school lunch/breakfast eligibility San Leandro Unified School District will provide by August 2013, a data diskette or an input file containing the students name, date of birth, sex, social security number (if any) to Social Services Agency Information Services Division (ISD) to match against case records of SSA to determine which students are from households receiving CalWORKs and/or Food Stamps.

2. Alameda County Social Services Agency: Once SLUSD provides to ISD the data diskette or input file, ISD will match the diskette or input file against SSA case records of CalWORKs/Food Stamps. Those students who are in households that receive CalWORKs and/or Food Stamps will be so indicated by coding the diskette or input file to indicate eligibility for a free school lunch/breakfast.

   The Director of the Social Services Agency's designee will sign a transmittal memo to certify that the children are members of households currently certified to receive CalWORKs and/or Food Stamps.

III. General Provisions

1. The matched diskette or input file will be handled as a confidential document with the standard security measures, which would be assigned to such a document. The requirements for confidentiality of records set forth in the California Welfare and Institutions Code Section 10850 shall be maintained at all times, the referenced statute specifically allowing an eligibility verification process such as this.

2. No data will be released to anyone other than designated SLUSD staff without specific written permission of the Director of the Social Services Agency. No data will be released to anyone other than designated SSA Staff without specific written permission of: DeeAnne Cortes, Director of Child Nutrition Services.

3. Information Services Division will be responsible for conducting the data match with data diskettes or input file being provided by San Leandro Unified School District.

4. At the end of the data run, SSA will ensure that the original diskettes or input file will be returned to SLUSD in a manner that ensures confidentiality.

5. Social Services Agency shall release and SLUSD shall only use information obtained under this agreement for the purpose of administering the National School Lunch and Breakfast Programs. The use or disclosure of confidential case information for any other purpose is a misdemeanor, California Welfare and Institutions Code Section 10850b. SLUSD will advise all affected employees and agents who have access to the confidential information of the penalties pursuant to W&I Code Section 10850.

6. The SLUSD will <u>not</u> be charged for these activities based on the actual cost of the Alameda County ISD staff time..

The SLUSD agrees to indemnify, defend and hold harmless the County, it's officers, agents, and employees from any and all claims and losses which arise out of or are in connection with, performance of this Agreement by SLUSD arising either directly or indirectly, from any act, error or omission or negligence of Partner including but not limited to the access, use or disclosure of confidential information.

IV. TERM

This MOU shall be from August 24, 2013 through June 30, 2014 and is renewable thereafter from county fiscal year to county fiscal year until either party gives notice of termination as provided herein.

This MOU or any renewal thereof may be terminated by either party upon the giving of thirty (30) days prior written notice to the other party.

Lori Cox, Agency Director Social Services Agency County of Alameda	Ms. Cindy M. Cathey, Superintendent San Leandro School District
_____ Date	_____ Date