MEMORANDUM OF UNDERSTANDING BETWEEN
SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND
ALAMEDA COUNTY SOCIAL SERVICES AGENCY

This Memorandum of Understanding (MOU) is by and between the Alameda County Social Services Agency (SSA) and San Leandro Unified School District (SCHOOL) for the purpose of carrying out the provisions of the U.S. Federal School Lunch Programs, U.S. Code: Title 42, Chapter 13, Section 1758 (b)(3)(F) that allows a local educational agency to verify a student's eligibility for free or reduced price meals without further application by directly communicating with a Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF) public agency to obtain and use information of a student's status as a member of a CalWORKs and/or CalFresh and/or Foster Care household, and to maintain confidentiality of such information.

I. Requirements for the Match

A. SCHOOL: For purposes of determining eligibility for School Lunch Programs, SCHOOL will provide an input file containing the students' name, date of birth, gender, and social security number (if any) to SSA Information Technology Department (ITD) in the format described in Exhibit B, attached herein.

B. SSA: Within two weeks of receiving the input file, ITD will match the input file against SSA case records of CalWORKs, CalFresh and Foster Care. Those students who are in a household that receive CalWORKs, CalFresh, or Foster Care will be so indicated by coding the input file. The coded input file will be returned to SCHOOL in a confidential manner, accompanied by a transmittal memo signed by the SSA Director or designee. No other confidential documents will be exchanged or shared.

II. Confidentiality

A. SSA shall release, and SCHOOL shall only use information obtained under this agreement for administering the National School Lunch Programs. The matched input file will be handled as a confidential document with the standard security measures that would be assigned to such a document.

B. The requirements for confidentiality of records set forth in the California Welfare and Institutions Code (WIC), sections 827, 5328, and 10850; California Penal Code (PC) section 11167.5; and California Family Code (FC) section 9200 shall be maintained at all times. Violating confidentiality under WIC 827 and 10850, and PC 11167.5 is a misdemeanor.

C. All SCHOOL employees who handle the confidential information from SSA must read, understand and sign Exhibit A, Confidentiality Agreement, attached herein. All original, signed agreements shall be returned to SSA.

D. All SCHOOL employees who handle the confidential information from SSA must complete the SSA online Personal Identifiable Information (PII) Recertification Training and sign the PII Recertification form every two years.

III. General Provisions

A. There is no charge for these activities.

B. SCHOOL agrees to indemnify, defend and hold harmless SSA, its officers, agents, and employees from any and all claims and losses to the extent that they arise out of or are in connection with the negligence or intentional misconduct of SCHOOL or its officers, agents, or employees in their performance of this MOU. SSA agrees to indemnify, defend, and hold harmless SCHOOL, its officers, agents, and employees from any and all claims and losses to the extent that they arise out of, or are in connection with, the negligence or intentional misconduct of SSA or its officers, agents, or employees in their performance of this MOU.

IV. TERM AND TERMINATION

A. This MOU shall commence March 7, 2017, and will continue with conditions of the MOU remaining in force for future until either party gives notice of termination as provided herein.

B. This MOU may be terminated by either party upon the giving of thirty (30) days' prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

_____	_____
Lori A. Cox, Agency Director Alameda County Social Services Agency	Michael McLaughlin, ED.D., Superintendent San Leandro Unified School District
_____	_____
Date	Date

EXHIBIT A
CONFIDENTIALITY AGREEMENT

All individuals and families served by Alameda County Social Services Agency have a legally protected right to maintain their privacy. Their identities and personal information cannot be revealed to unauthorized persons. While working within our programs you may witness something you would like to share with friends or family, or you may recognize one of our clients; however, we require that you maintain the privacy of the individuals and families we serve.

No identifying or personal information that you see or obtain through contact with individuals and families who are served by the Alameda County Social Services Agency can be shared with your family, friends, co-workers, or others who are not involved in assisting you in performing duties. Sharing information of clients is a violation of the law and may be prosecuted to the full extent of the law.

It is mandatory that you agree not to divulge any information concerning any client without proper authorization in accordance with California Welfare and Institutions Code (WIC), sections 827, 5328, and 10850; California Penal Code (PC) section 11167.5; and California Family Code (FC) section 9200, and that violating confidentiality under WIC 827 and 10850, and PC 11167.5 is a misdemeanor.

It is critical that information concerning Alameda County Social Services clients is not shared without written consent except as waived by law. We strongly support the federal safeguarding of clients' right to privacy. We appreciate your cooperation in our efforts to ensure client confidentiality.

CERTIFICATION

I have read and understand the above policy statement and agree to maintain strict client confidentiality.

_____ _____

Name (Print) Signature

_____ _____

Date Employee ID #

EXHIBIT B
Direct Certification

Data Input Specifications

Student Record:

Field Name	Data Type	
STUDENT-ID	TEXT	
STUDENT-LAST-NAME	TEXT	
STUDENT-FIRST-NAME	TEXT	
STUDENT-BIRTHDATE	DATE VALUE	(YYYY-MM-DD)
STUDENT-GENDER	TEXT	F=FEMALE/M=MALE
STUDENT-ADDRESS	TEXT	
STUDENT-CITY	TEXT	
STUDENT-ZIP		
STUDENT-GRADE-LEVEL	NUMERIC	00=KINDERGARTEN 01=FIRST GRADE, ETC.
SCHOOL-CODE	NUMERIC	
SCHOOL-NAME	TEXT	
STUDENT-SSNBR	NUMERIC	

To help protect the students from identity theft the following security regimen has been adopted:

1. SCHOOL's input data must be provided as a password protected .xls or .xlsx file with fields as specified above.

2. The password for the file must be sent in a separate email from the email containing the file.

3. The email containing the file should be sent to jgraham@acgov.org with the subject line: *School District Name Direct Certification Match* with a CC to ngordon@acgov.org and corobinson@acgov.org.

4. Any questions regarding the password protection of the file should be directed to Jerome Graham at 510-777-2339.

5. The output file will be sent to you in the same format as the input file, i.e., a password protected .xls or .xlsx, by email and a password in a separate email.

6. SCHOOL shall provide the name, telephone number and/or the e-mail address of the person who will need the password to open the output file.