Memorandum of Understanding Between
K to College and
San Leandro Unified School District

This Agreement is made on 7/1/2020 by and between K to College (K2C), which is also doing business as "Supplybank.Org" and San Leandro Unified School District (SLUSD). K2C is a tax-exempt non-profit corporation organized under § 501(c)(3) of the Internal Revenue Code with the mission of efficiently addressing the unmet material needs of homeless and other impoverished children, and adults working towards self-sufficiency. SLUSD is a public school district in Alameda County, CA.

K2C hereby agrees to use its best efforts to provide as many SLUSD students as possible identified as homeless (as defined by the McKinney-Vento Homeless Assistance Act), or otherwise enrolled in the Free or Reduced Price Meal Program (FRPM), with school supply kits, dental kits, hygiene kits, and other materials. As a condition of receiving donated materials from K2C, SLUSD hereby agrees to the following:

1. To utilize appropriate outreach methods to inform **eligible** and targeted students about materials available through SLUSD's partnership with K2C
2. To agree that K2C may only be able to provide resources for certain populations of students and that K2C will notify the district in advance of shipment which students are eligible to receive them
3. To use one of the following distribution methods:
   - **Option 1: McKinney-Vento Homeless Only:** Distributing to students verified as homeless as defined by the United States McKinney-Vento Homeless Assistance Act:
     - i. Providing notification and instruction to all appropriate staff that work with homeless students that these materials are available and how to access them, and
     - ii. Facilitating a check-in process following each distribution, verifying each student is enrolled in the district and designated as homeless before they receive K2C materials, and
     - iii. Maintaining ownership of the check-in list for the duration of the distribution or distribution cycle, and
     - iv. Following distribution(s), comparing the list of recipients to the list of eligible students for a final report as outlined in Section 4, OR
   - **Option 2: Targeted Community Distribution:** Distributing to students verified as homeless, FRPM eligible or below 200% of the federal poverty level as follows:
     - v. Providing an adequate number of district staff at each community distribution venue or school with a list of those eligible (as defined above or by amendment to this agreement) to ensure only those at or below 200% of the federal poverty level benefit from the program, and
     - vi. Facilitating a check-in process at each community distribution venue and/or school, verifying each student is enrolled in the district before they receive K2C materials, and
     - vii. Maintaining ownership of the check-in list for the duration of the distribution at each distribution venue and/or school, and
     - viii. Following distribution(s), comparing the list of recipients to the list of eligible students for a final report as outlined in the verification letter template provided by K2C, OR
   - **Option 3: School-wide Distribution:** Distributing to every student at **eligible schools*** and/or distributing to select grade-level(s) of students at eligible schools as follows:
     - ix. Providing an adequate number of district staff at each school with a list of *every* enrolled student, regardless of FRPM status, and
     - x. Facilitating the distribution process, verifying each student's identity and checking his or her name off the roster before they receive K2C materials, and
     - xi. Maintaining ownership of the lists for the duration of the distribution at each distribution venue and/or school, and
     - xii. Comparing the distribution lists to the district's internal FRPM enrollment lists, verifying the exact number of students who were eligible to receive K2C materials and the exact number of those who were not eligible, and
     - xiii. Verifying the two calculated numbers are the same as initially submitted to K2C, and
     - xiv. Compensating K2C for any discrepancy resulting in an increased number of students **not** eligible.

Memorandum of Understanding Between
K to College and
San Leandro Unified School District

* **Eligible Schools:** Unless otherwise noted, eligible schools are defined as those with a minimum of 70% FRPM enrollment.

4. To maintain an ***internal (accessible to SLUSD only)***, detailed district-wide roster that includes every child/family that receives K2C materials for auditing and/or any other purposes.† This may be done by maintaining ownership of the lists of those receiving K2C materials at each SLUSD school and/or community distribution venue. This list will include:
   - Name of child/family
   - Proof of income eligibility and/or FRPM enrollment
   - Date and description of services provided

   † **NOTE:** Audits will only be conducted by appropriate government agencies and/or a certified contractor of a government agency. **K to College does *NOT* collect any student information as a matter of policy.** There is only potential for an audit if one or more funding sources are from a government source that requires it.

5. To confirm in writing the process by which K2C materials were distributed to eligible and targeted students as outlined in the verification letter template provided by K2C (Attachment A), certifying those served were eligible and identifying the date and location of each distribution

Notices
All notices and/or correspondence shall be addressed and mailed to Parties as follows:

K to College	**San Leandro Unified School District**
Benito Delgado-Olson	Mike McLaughlin
Executive Director	Superintendent
7730 Pardee Lane	835 E. 14th Street, Suite 200
Oakland, CA 94621	San Leandro, CA 94577

This Agreement may not be amended or modified except in writing signed by both parties. This Agreement is valid through June 30, 2022.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for K to College:

_____ Date_____
Benito Delgado-Olson, Executive Director

Accepted for San Leandro Unified School District:

_____ Date 9/24/2020
Dr. Mike McLaughlin, Superintendent