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OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

To Board of Education

From Gary Yee, Ph.D., Interim Superintendent  
Vernon Hal, Deputy Superintendent, Business & Operations  
Jennifer Le Barre, Director of Nutrition Services *VEL*

Board Meeting Date

Subject Request for Approval of Letter of Understanding between Oakland Unified School District Nutrition Services and Alameda County Social Services Agency

Action Requested Approval by the Board of Education of Memo of Understanding between Oakland Unified School District and Alameda County Social Services Agency effective July 1, 2013.

Background Oakland Unified School District Nutrition Services is required to perform Direct Certification on an annual basis. Through Direct Certification students are automatically qualified for free meals by comparing Social Services Food Stamp & CalWORKs recipient lists with OUSD student lists. Typically 10,000 students are qualified for free meals through this process.

Discussion Alameda County Social Services Agency has provided the Direct Certification of Oakland USD students since 1992. The services provided by Alameda County Social Services Agency helps to reduce the paper work and labor costs involved with qualifying students for free meals. These savings are shown at both sites and Nutrition Services. Last year over 10,000 students were certified to receive free meals.

Recommendation Approval by the Board of Education of Resolution No. -approving Letter of Understanding between OUSD and Alameda County Social Services.

Fiscal Impact Nutrition Services will pay no more than \$250.00 for this service

Attachments Memo of Understanding

**NATIONAL SCHOOL LUNCH PROGRAM REVERSE  
DIRECT CERTIFICATION**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ALAMEDA COUNTY SOCIAL SERVICES AGENCY  
AND  
THE OAKLAND UNIFIED SCHOOL DISTRICT**

Assembly Bill 402 added Section 18901.55 to the Welfare and Institutions Code, as well as new procedures in the Education Code, which allow a school district and the local agency that determines CalFresh program eligibility to share information contained on the National School Lunch Program ("NSLP") application to help identify participants who may be eligible to receive CalFresh benefits.

This Memorandum of Understanding (hereinafter as "MOU") is entered between the Alameda County Social Services Agency (hereinafter as "County") and the **Oakland Unified School District**, (hereinafter as "District") which is located at **1025 Second Avenue Oakland, CA 94606** (collectively hereinafter as "Parties").

## I. Sharing of Information

- a) The District may share information provided on the School Lunch Program application with the County if the child is approved for free or reduced price meals and the applicant consents to the sharing of that information.
- b) The information may be shared electronically, physically, or through whatever method is determined appropriate by the Parties.
- c) The Parties agree to use the following process to share the information: In the beginning of each school year, no later than September 30, the District will forward the information provided on the School Lunch Program application to the County provided the child is approved for free or reduced price meals and the applicant consents to the sharing of that information by either hand delivering or emailing the data from ACOE to the County-assigned representative.
- d) The Parties acknowledge that the School Lunch Program application is confidential and, with the exception of the forwarding the information on the application for use in CalFresh program enrollment consistent with this MOU, the Parties shall not share the information with any other governmental agency, including the federal United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social Security Administration, or use the information for any purpose other than enrollment in the CalFresh program.
- e) After the District shares information provided on a School Lunch Program application with the County for the purpose of determining the applicant's eligibility for the CalFresh program, the District and the County shall not share information about the applicant or his or her household with each other, or any other entity, unless specifically authorized to do so pursuant to other provisions of law.

- f) The Parties 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. The Parties further acknowledge that United States Code 5 USC 552a(i) establishes a fine of not more than \$5,000 for any employee who willfully discloses confidential material 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.

## II. District Responsibilities

- a) The District will continue to make applications for free or reduced price meals through the NSLP available to all students, pursuant to Education Code section 49557. The NSLP applications will give parents/guardians an option to consent to sharing information provided on the application with the County for purposes directly related to the enrollment of families in the CalFresh program. The application materials provided by the District to students shall state that participation in the CalFresh program is entirely voluntary.
- b) The District will forward the information provided on the School Lunch Program application to the County provided the child is approved for free or reduced price meals and the applicant consents to the sharing of that information utilizing the process described in Section I(c), above.
- c) The District shall continue to ensure that all applications and records concerning any individual made or kept by the District in connection with administration of the free or reduced-price meal and CalFresh eligibility are confidential, as required by Education Code section 49558.

## III. County Responsibilities

- a) The County shall use information provided on a School Lunch Program application only for purposes directly related to the enrollment of families in the CalFresh program.
- b) The County will review CalFresh referrals made by District and will take no further action if the household is determined to already have an active CalFresh case.
- c) The County will make contact with the referred household to make an appropriate determination of CalFresh program eligibility. The County will request additional information pertinent to the household if necessary to make an eligibility determination.



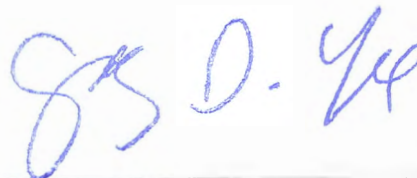
- d) The County will make a timely determination of CalFresh eligibility and benefits and will provide adequate notice of case determination.
- e) The County shall reiterate to the household that no information will be shared with any other governmental agency, including the United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social Security Administration, or use the information for any purpose other than enrollment in the CalFresh program.

The MOU shall commence on the date of execution between the Alameda County Social Services Agency and the Oakland Unified School District. Either participant of the MOU may give notice of its intent to terminate its MOU, without cause. The written notice must be provided with a minimum of 30 days prior to the intended termination date. The failure of either participant to abide by the MOU shall be grounds for immediate termination of the established MOU. The notice of immediate termination by either party will be executed through certified mail.

**IN WITNESS HEREOF**, the above parties hereto have executed this MOU on this 11<sup>th</sup> Day of September, 2013.

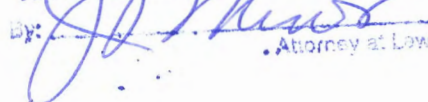


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OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:  Attorney at Law

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