

Board Office Use: Legislative File Info.	
File ID Number	12-1366
Introduction Date	6-13-12
Enactment Number	12-1589
Enactment Date	6-13-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent *UEA G.T.S.*
 Vernon Hal, Deputy Superintendent, Business & Operations *UEA*
 Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date June 13, 2012

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 Letter of Understanding between Oakland Unified School District and Alameda County Social Services Agency effective July 1, 2012.

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 Letter of Understanding between OUSD and Alameda County Social Services.

Fiscal Impact Nutrition Services will pay no more than \$200.00 for this service

LETTER OF UNDERSTANDING

Income Documentation Requirements

This letter of understanding expresses the mutual intent of:

Oakland Unified School District (OUSD)
And
Alameda County Social Services Agency (SSA)

And establishes the requirements for matching data from OUSD 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. Oakland Unified School District: For purposes of determining free school lunch/breakfast eligibility Oakland Unified School District will provide by August 2012, 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 OUSD 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 OUSD 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: Jennifer LeBarre, 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 Oakland 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 OUSD in a manner that ensures confidentiality.
5. Social Services Agency shall release and OUSD 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. OUSD 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 OUSD will be charged for these activities based on the actual cost of the Alameda County ISD staff time and report printing. SSA will submit a bill to Oakland Unified School District subsequent to the computer match.

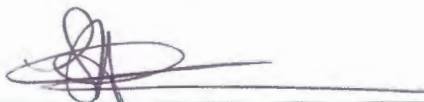
The OUSD agrees to indemnify, defend and hold harmless the County, it's officers, agents, and employees from any and all claims and losses which arise out of or are in connection with, performance of this Agreement by OUSD arising either directly or indirectly, from any act, error or omission or negligence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

IV. TERM

This MOU shall be from July 1, 2012 through June 30, 2013 and will automatically renew with conditions of the MOU remaining in force for future thereafter from county fiscal year to county fiscal year until either party gives notice of termination as provided herein.

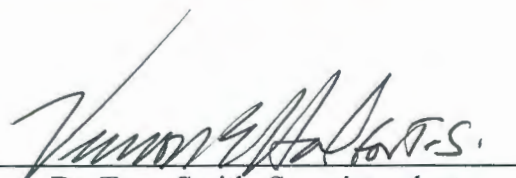
This MOU or any renewal thereof may be terminated by either party upon the giving of thirty (30) days prior written notice to the other party.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding.



Lori Jones, Agency Director
Social Services Agency
County of Alameda

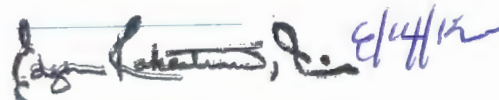
04/30/12
Date



Dr. Tony Smith, Superintendent
Oakland Unified School District

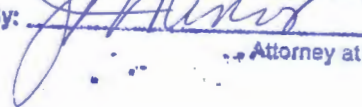


Jody Linton,
President, Board of Education



Edgar Rakestraw, Jr., Secretary
Board of Education

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

By: 
Attorney at Law

LEGISLATIVE FILE

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