



<b>Board Office Use: Legislative File Info.</b>	
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To: Board of Education

From: Antwan Wilson, Superintendent  
Hitesh Haria, Chief Operations Officer

Date: March 23, 2016

Subject: Memorandum of Understanding with K to College (K2C), to donate School Supply Kits, Dental Kits, Hygiene Kits, and Other Materials for Homeless Students (as defined by McKinney-Vento Homeless Assistance Act) or Students Otherwise Enrolled in the Free and Reduced Price Meal Program

**ACTION REQUESTED**

Approval by the Board of Education of a Memorandum of Understanding between the Oakland Unified School District (OUSD) and K to College (K2C) to donate school supply kits, dental kits, hygiene kits, and other materials for homeless students (as defined by McKinney-Vento Homeless Assistance Act) or students otherwise enrolled in the Free and Reduced Price Meal Program.

**BACKGROUND**

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.

**DISCUSSION**

Approval by the Board of Education of a Memorandum of Understanding between the Oakland

Unified School District (OUSD) and K to College (K2C) to donate school supply kits, dental kits, hygiene kits, and other materials for homeless students (as defined by McKinney-Vento Homeless Assistance Act) or students otherwise enrolled in the Free and Reduced Price Meal Program. This Agreement is valid through June 30, 2020.

ATTACHMENT

Memorandum of Understanding

**Memorandum of Understanding Between  
K to College and  
Oakland Unified School District**

This Agreement is made on \_\_\_\_\_, by and between K to College (K2C) and Oakland Unified School District (OUSD). 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. OUSD is a public school district in Alameda County, CA.

K2C hereby agrees to use its best efforts to provide as many OUSD 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, OUSD hereby agrees to the following:

1. To utilize appropriate outreach methods to inform **eligible** and targeted students about materials available through OUSD'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  
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\* **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 OUSD 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 OUSD 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**  
Benito Delgado-Olson  
Executive Director  
7730 Pardee Lane  
Oakland, CA 94621

**Oakland Unified School District**  
Antwan Wilson  
Superintendent  
1025 Second Avenue  
Oakland, CA 94606

This Agreement may not be amended or modified except in writing signed by both parties. This Agreement is valid through June 30, 2020.

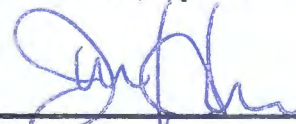
In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

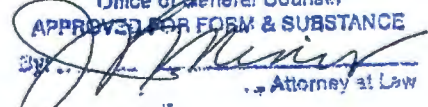
Accepted for K to College:

\_\_\_\_\_ Date \_\_\_\_\_  
Benito Delgado-Olson, Executive Director

Accepted for Oakland Unified School District:

 \_\_\_\_\_ Date 3/24/16  
Antwan Wilson, Superintendent

 \_\_\_\_\_ Date 3/24/16  
**James Harris**  
President, Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**  
  
Attorney at Law