

**Memorandum of Understanding Between the  
East Bay Community Scholarship Fund and  
Mount Diablo Unified School District**

February 10, 2010

This Agreement is made on February 10, 2010, by and between the East Bay Community Scholarship Fund (EBCSF) and Mount Diablo Unified School District (MDUSD). EBCSF is a tax-exempt non-profit corporation organized under § 501(c)(3) of the Internal Revenue Code. MDUSD is a public school district in Contra Costa County, CA.

EBCSF hereby agrees to use its best efforts to provide up to 5,707 low income students enrolled in MDUSD with kits of school supplies pursuant to EBCSF's School Supply Initiative Program (SSI). As a condition of participation in the SSI, MDUSD hereby agrees to the following:

1. To utilize its "robo-call" system, mailing lists and/or any other methods to inform eligible and targeted students about the SSI
2. To verify that each student receiving a kit funded by the American Reinvestment and Recovery Act is at or below 200% of the federal poverty level, while distributing to every enrolled student at predetermined schools through a mixture of public and private funds as follows
  - i. Providing no less than three district officials at each school or schools with a list of *every* enrolled student, regardless of Free or Reduced Lunch status,
  - ii. Facilitating the distribution process, verifying each student's identity and checking his or her name on the roster before they receive a kit,
  - iii. Maintaining ownership of the lists for the duration of the distribution at each distribution venue and/or school and
  - iv. Comparing the distribution lists to the district's internal Free or Reduced Lunch percentage by school, verifying the exact number of students who were eligible to receive publicly funded kits and the exact number of those who are not eligible (as determined by Free and Reduced Lunch percentage)
  - v. Verifying the two calculated numbers are the same as initially submitted to EBCSF and
  - vi. Compensating EBCSF for any discrepancy resulting in an increased number of students not eligible for publicly funded kits
3. To maintain an internal detailed district-wide roster that includes every child/family that receives assistance through the SSI for auditing and/or any other purposes. This may be done by maintaining ownership of the lists of those served by the SSI at each school and/or community venue within MDUSD. This list will include:
  - Name of Child/family
  - Social Security Number of child/family
  - Proof of income eligibility
  - Date and description of services provided
4. To confirm in writing the process by which the supplies were distributed to eligible and targeted students, certifying those served were eligible or funded with other sources of revenue and identifying the date, time and place of each distribution event

This Agreement may not be amended or modified except in writing signed by both parties.

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

Accepted for East Bay Community Scholarship Fund:

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

Accepted for Mount Diablo Unified School District:

\_\_\_\_\_ Date \_\_\_\_\_  
Steven Lawrence, Superintendent of Mt. Diablo Unified School District