

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

August 31, 2010

This Agreement is made on August 31, 2010, by and between the K to College (K TO COLLEGE) and Mount Diablo Unified School District (MDUSD). K TO COLLEGE 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.

K TO COLLEGE hereby agrees to use its best efforts to provide up to 12,379 students enrolled in the Free or Reduced Lunch Program at MUSD with kits of school supplies pursuant to K TO COLLEGE'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 by
 - a. Distributing to every student 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 students identity and checking his or her name of 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 districts internal Free or Reduced Lunch enrollment lists, verifying the exact number of students who were eligible to receive publicly funded kits and the exact number of those who are not eligible
 - v. Verifying the two calculated numbers are the same as initially submitted to K TO COLLEGE and
 - vi. Compensating K TO COLLEGE 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 MUSD. This list will include:
 - Name of Child/family
 - Social Security Number of child/family
 - Proof of income eligibility and/or free lunch program
 - 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

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

Mount Diablo Unified School District

Stephanie Roberts
Director of Development
Mt. Diablo Unified School District
(925) 682-8000 x 6201
robertss@mdusd.k12.ca.us

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 K to College:

_____ Date _____
Benito Delgado-Olson, Executive Director

Accepted for Mount Diablo Unified School District:

_____ Date _____
Steven Lawrence, Superintendent