

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
DISCLOSURE OF FREE/REDUCED PRICE INFORMATION AGREEMENT**

I. PURPOSE AND SCOPE

Red Clay Consolidated School District Nutrition Services and

(Print administrator's name/School)

acknowledge and agree that children's free and reduced meal eligibility information obtained under provisions of the National School Lunch Act (42 USC 1751 et.seq.) or Child Nutrition Act of 1966 (42 USC 1771 et.seq.), and the regulations implementing those Acts, are confidential information. This Agreement is intended to ensure that any information, disclosed by the Red Clay Consolidated School District to the Administrator named above, about children eligible for free and reduced price meals will be used only for purposes specified in this Agreement and that the Red Clay Consolidated School District and the Administrator named above, recognize that there are penalties for unauthorized disclosures of this eligibility information.

II. AUTHORITY

Section 9 (b) (2) (C) (iii) of the National School Lunch Act (42 USC 1758 (b) (2) (iii) authorizes the limited disclosure of children's free and reduced price meal eligibility information to specific programs or individuals, without prior parent/guardian consent. Except that, the parent/guardian must be provided the opportunity to decline to share eligibility information prior to the disclosure for identifying children eligible for benefits under or enrolling children in the State Medicaid Program and the State children's health insurance program. Additionally, the statute specifies that for any disclosures not authorized by the statute, the consent of children's parents/guardians must be obtained prior to the disclosure.

The requesting agency certifies that it is currently authorized to administer the following program(s) and that information requested will only be used by the program(s) indicated:

(Specify program and grade level)

III. RESPONSIBILITIES

Red Clay Consolidated School District will:

When required, secure parents/guardians consent prior to any disclosure not authorized by the National School Lunch Act or any regulations under that Act, unless prior consent is secured by the receiving agency and made available to the determining agency;

For State Medicaid and CHIP, notify parents/guardians of potential disclosures and provide opportunity for parents/guardians to elect not to have information disclosed;

Disclose eligibility information only to persons directly connected to the administration or enforcement of programs authorized access under the National School Lunch Act or regulations under the Act or to programs or services for which parents/guardians gave consent.

_____ will:
(Print administrator's name/School)

Ensure that only persons who are directly connected with the administration or enforcement of above named program and whose job responsibilities require use of the eligibility information will have access to children's eligibility information:

Specify by name(s) or title(s): (please print)

Inform all persons that have access to children's free and reduced price meal eligibility information that the information is confidential, that children's eligibility information must only be used for purposes specified above, and the penalties for unauthorized disclosures.

IV. PENALTIES

Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9 (b) (2) (C) of the National School Lunch Act; 42 USC 1758 (b) (2) (C) or a regulation, any information about a child's eligibility for free and reduced price meals shall be fined not more than \$1,000 or imprisonment of not more than 1 year or both.

V. SIGNATURES

The parties acknowledge that children's free and reduced price meal eligibility information may be used only for the specific purposes stated above; that unauthorized use of free and reduced price meal information or further disclosure to other persons or programs is prohibited and a violation of Federal law which may result in civil and criminal penalties.

Requesting Agency/Program Administrator:

Printed Name: _____

Title: _____ Phone: _____

Signature: _____

Date: _____

Determining Agency Administrator:

Printed Name: _____

Title: _____ Phone: _____

Signature: _____

Date: _____