

**DATA SHARING AGREEMENT**  
Disclosure of Free and Reduced-Price Information  
For Purposes Related to No Child Left Behind

**1. Scope**

Name of District/School and name of person the information is being released to within the district acknowledge and agree that children’s free and reduced-price 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 is confidential information. This Agreement is intended to ensure that any information disclosed by the name of district/school to name of person the information is being released to about children’s eligibility for free and reduced-price meals will be used only for purposes specified in this Agreement and that the name of district/school and name of person the information is being released to recognize that there are penalties for unauthorized disclosures of this eligibility information.

**2. Purpose**

Section 9(b)(6)(A)(ii) of the National School Lunch Act authorizes the limited disclosure of children’s free and reduced-price meal eligibility information to specific programs or individuals, without prior parent/guardian consent. The only information to be disclosed is the name of the child and the child’s free or reduced-price meal eligibility. In accordance with Section 9(b)(2)(C)(iv), parental consent must be obtained to disclose any additional eligibility information. Describe in detail how this information will be used:

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Name and title of person taking responsibility of the information certifies that they are directly connected with the administration or enforcement of “No Child Left Behind” legislation, either on the federal and/or state level and have a need to correlate low socioeconomic status based on the student’s free and reduced-price meal eligibility status or one who is evaluating the results and compliance with student assessment programs.

Name and title of person taking responsibility of the information will ensure that only persons who are directly connected with the administration of the “No Child Left Behind” documentation and whose job responsibilities require use of the eligibility information will have access to the children’s eligibility information. Prior to the release of any information, a disclosure of free and reduced-price information agreement will be collected from each individual this information is released to.

**3. Delivery**

In order to protect the confidentiality of children’s free and reduced-price meal eligibility information, the data will be delivered insert method of delivery, such as, sent via intra-district mail to Donna Parsons, District Secretary.

**4. Storing the Information**

Name of person taking responsibility of the information will be held accountable for keeping the forms locked up when not in use and for distributing them only to authorized staff.

**5. Disposal**

Upon completion of required use, all information containing names and free and reduced-price eligibility information will be disposed of by method of disposal, i.e., all information will be shredded.

**6. Penalties**

Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by federal law or regulation, any information about a child’s eligibility for free and reduced-price meals or free milk shall be fined not more than a \$1,000 or imprisoned not more than one (1) year or both.

**7. 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.

Signed,

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Name, title (Food Service Representative)

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Name, title (person receiving the information)