



Agreement for Disclosure of Free and Reduced Information (CHN-F049)

I. Purpose and Scope

Clarksville-Montgomery County School System (“CMCSS”) and _____ (Print CMCSS Employee Name, hereto referred to as “Employee”) acknowledge and agree that children’s free and reduced price meal eligibility obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq) NSLA or Child Nutrition Act of 1996 (42 U.S.C. 1771 et seq) (CNA) and the regulations implementing these Acts is confidential information. This agreement is intended to ensure that any eligibility information disclosed by the CMCSS to a CMCSS Employee about children’s eligibility for free and reduced price meals will be used only for purposes specified in this Agreement and that CMCSS and CMCSS Employee recognizes that there are penalties for unauthorized disclosures of this eligibility information.

II. Authority

Section 9(b)(6)(A) of the NSLA (41 U.S.C. 1758(b)(6)(A) authorizes the limited disclosure of children’s free and reduced price meal eligibility information to specific programs or individuals, without prior parent/guardian consent. 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.

_____ (Print CMCSS Employee Name) certifies that Employee is directly connected with the administration or enforcement of the following federal or state program or activity, their job responsibilities require use of the eligibility information requested, and the eligibility information will only be used by the program(s) indicated.

Federal Education Program (Specify Program): _____

State Education Program (Specify Program): _____

III. 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)(6)(C) of the National School Lunch Act; 42 U.S.C. 1758(b)(6)(C) or a regulation, any information about a child’s eligibility for free and reduced price meals, shall be fined not more than a \$1,000 or imprisonment of not more than 1 year or both.

IV. Signatures

The parties acknowledge that children’s free and reduced price meal eligibility information may be used only for the specific purposes stated above, and 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.

V. This Agreement is only for the _____ school year. CMCSS Employee understands and agrees that he/she will review and complete a new Agreement for any future school years that he/she is deemed to need access to such eligibility information. Employee also understands that they are required to sign the Agreement, keep a copy for their records, and return the original signed Agreement to the Free and Reduced Meals Coordinator in order for the Child Nutrition Department to keep on file. Signature of Child Nutrition Representative signing below is acknowledging receipt of this completed form.

CMCSS Employee:

Name: _____

Signature: _____

Title: _____

Date: _____

CMCSS Child Nutrition Representative

Name: _____

Signature: _____

Title: _____

Date: _____