



PUBLIC SCHOOLS OF NORTH CAROLINA

DEPARTMENT OF PUBLIC INSTRUCTION | June St. Clair Atkinson, Ed.D., *State Superintendent*

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October 14, 2016

To: Career and Technical Education Administrators

From: Jo Anne Honeycutt, Director
Career and Technical Education Division

Lynn Harvey, Chief
School Nutrition Services

MEMORANDUM OF AGREEMENT BETWEEN CAREER AND TECHNICAL EDUCATION AND SCHOOL NUTRITION SERVICES

A copy of a new Memorandum of Agreement between N.C. Career and Technical Education and the School Nutrition Services Section of the N.C. Department of Public Instruction is attached. This Memorandum of Agreement specifically relates to how confidential Child Nutrition Program data will be used to identify students for supplemental services in CTE. This agreement allows the use of free and reduced price meal and free milk eligibility status information to identify students as economically disadvantaged as required by the Carl D. Perkins Career and Technical Education Act of 2006.

Section 9(b)(2)(C)(iii) of the National School Lunch Act (42 USC 1758(b)(2)(C)(iii)) authorized the limited disclosure of children's free and reduced price meal or free milk eligibility information to specific programs or individuals without prior parent/guardian consent. This agreement prescribes very specifically how information can be disseminated to Career and Technical Education (CTE), how it can be used by teachers and support staff within CTE, and when it should be destroyed. It is essential that all persons involved in this effort follow the terms of the agreement closely.

As you may recall, the individual household application for meal benefits was used in the past to determine whether a student was economically disadvantaged. That is still the case for schools NOT participating in the Community Eligibility Program (CEP). However, CEP schools will not have application data. The School Nutrition Director in your LEA can advise you of the schools that participate in the CEP, if any. In the absence of the household application, NCDPI will provide data from other sources that will help you determine whether a student is Economically Disadvantaged and eligible for special services

Data from NCDPI will be provided electronically via a secure site/shell (such as FILR). In addition, schools NOT participating in CEP can access student information from other sources

CAREER AND TECHNICAL EDUCATION DIVISION

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AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

such as the Child Nutrition Director. It is critical that all possible measures be taken to protect the privacy of students who are eligible for free or reduced price meals and/or Economically Disadvantaged. Electronic and paper files concerning student eligibility for free and reduced price meals or free milk should be kept secured. The law provides stiff penalties for disclosure of this information and you will need to work closely with teachers to ensure that confidential information is not released.

If you have questions about this agreement, contact Lynn Harvey (919-807-3506) or Rhonda Welfare (919-807-3876).

JAH:rw

**DISCLOSURE OF STUDENT'S ELIGIBILITY STATUS
FOR FREE AND REDUCED PRICE MEALS
MEMORANDUM OF AGREEMENT**

I. PURPOSE AND SCOPE

The School Nutrition Services Section of the NC Department of Public Instruction and N.C. Career and Technical Education acknowledge and agree that children's free and reduced price meal and free milk 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 and must be treated accordingly. This Agreement is intended to ensure that any information disclosed by the Child Nutrition Programs in North Carolina to **N.C. Career and Technical Education** about children eligible for free and reduced price meals or free milk will be used only for purposes specified in this Agreement and for no other purpose(s). The School Nutrition Services section and **N.C. Career and Technical Education** recognize there are penalties for unauthorized disclosures of this eligibility information that are enforceable under the law.

II. AUTHORITY

Section 9(b)(2)(C)(iii) of the National School Lunch Act (42 USC 1758(b)(2)(C)(iii) authorizes the limited disclosure of children's free and reduced price meal or free milk eligibility information to specific programs or individuals without prior parent/guardian consent. The parent/guardian must be provided the opportunity to decline to share eligibility information prior to the disclosure of this information for the purposes of 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. Federal or State mandated education programs may have access to children's confidential meal eligibility status for reporting purposes only. Local education initiatives are ineligible to receive this confidential information without prior written consent of the parent/guardian.

III. RESPONSIBILITIES

The School Nutrition Services Section of the NC Department of Public Instruction will:

Ensure that the terms "free and reduced eligibility status" or any other terms related to the National School Lunch Act are not used in the disclosure of student's economic status to the person(s) directly authorized to receive the information. Instead, any disclosure of student's eligibility for meal benefits under the National School Lunch (and subsequent Acts and Regulations) shall be disclosed as follows:

The identified students are Economically Disadvantaged and qualify for supplemental education services under the provisions of Carl D. Perkins Career and Technical Education Act of 2006.

When required, obtain prior written consent from the parent/guardian prior to any disclosure not authorized by the National School Lunch Act or any regulations under that Act;

For the State Medicaid Program and the State Children's Health Insurance Program, notify parents/guardians of potential disclosures and provide an opportunity for parents/guardians to elect not to have information disclosed;

Disclose children's confidential meal eligibility status 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 prior written consent; and

Ensure any misuse of the information concerning student's socioeconomic status is reported immediately to the School Nutrition Services Section of the NC Department of Public Instruction.

N.C. Career and Technical Education will:

Ensure that only the persons (shown in the attachment) who are directly connected with the administration or enforcement of **N.C. Career and Technical Education** and whose job responsibilities require use of the eligibility information will have access to children's eligibility information:

(See attachment 1)

Use children's free and reduced price eligibility information for the following specific purpose(s):

Identify economically disadvantaged students enrolled in Career and Technical Education courses in order to provide support services as required by the Carl D. Perkins Career and Technical Education Act of 2006 and to evaluate the performance of students qualifying for these services to see how well CTE meets their needs.

Inform all persons that have access to children's free and reduced price meal eligibility information of the following:

- (1) The information is confidential;
- (2) Student's confidential eligibility information must be used only for purposes specified above;
- (3) No mention of the terms used in conjunction with the National School Lunch Act (i.e., free and reduced) may be used when communicating (print, verbal, electronic or other media) this information;
- (4) The penalties for unauthorized disclosures;
- (5) None of the information obtained from the Child Nutrition Program may be downloaded or entered into Power School or any other district-wide any other data management system in the school or district; and

- (6) None of the information obtained from the Child Nutrition Program may be disclosed to a third party for any purpose; disclosure to a third party constitutes a breach of the MOA and may result in revocation of the district's authorization to receive the data in the future and other penalties described in the annual agreement between the School Food Authority and the NCDPI/State Board of Education.

The recipient of this information agrees to protect the confidentiality of children's meal eligibility information status and/or socioeconomic status as follows:

Career and Technical Education will obtain an electronic report of students qualifying for free and reduced price meals and free milk. The information will be distributed to authorized persons (attachment 1) via a secure web site or through hard copy distribution at the LEA. Students will be identified only as economically disadvantaged and will not be identified by their free and reduced price meal or free milk eligibility status. LEA personnel who have access to the list of students that qualify for free and reduced price meal benefits will not release the information in any manner to school staff except as specifically allowed in Part III of this agreement.

The recipient of this information agrees to protect the confidentiality of student's meal eligibility information and/or socioeconomic status during the transfer of information.

The information about economically disadvantaged students will be transferred electronically at the State level. Local education agency CTE personnel who have a demonstrated need to know the student's confidential meal eligibility status in order to provide the support services as required under Federal law may access the information. Electronic files will be stored securely and destroyed when they are no longer needed.

IV. EFFECTIVE DATES

This agreement shall be effective from **October 14, 2016, to June 30, 2017.**

V. 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 or reduced price meals or free milk shall be fined not more than a \$1,000 or imprisonment of not more than 1 year or both. Further, in accordance with the annual agreement between the School Food Authority and the NCDPI/SBE, penalties for disclosure of this information to an unauthorized third party may result in personnel action up to and including dismissal.

VI. SIGNATURES

All parties acknowledge that children's free and reduced price meal and free milk eligibility information may be used only for the specific purposes stated above; that unauthorized use of free and reduced price meal and free milk 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.

Program Administrator: (Educational Program eligible to receive Student's Confidential Eligibility Status)

Printed Name: Jo Anne Honeycutt

Title: Director, Division of Career and Technical Education Phone: 919-807-3879

Signature: 

Date: October 14, 2016

School Nutrition Program Administrator:

Printed Name: Lynn Harvey, Ed.D, RD, LDN, FADA, SNS

Title: Chief, School Nutrition Services Telephone: (919) 807-3506

Signature: 

Date: October 14, 2016

* Any attachments will become part of this agreement.