

Alabama State Department of Education  
Child Nutrition Programs  
Summer Food Service Program  
**MEMORANDUM OF UNDERSTANDING**

**SFSP Site Area Eligibility Verification**

This Memorandum of Understanding (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Sponsor:**

Address:

AND

**School Food Authority:**

Address:

**1. Purpose**

The purpose of this agreement is to define the roles and responsibilities of both parties regarding the sharing of student eligibility data to establish area eligibility for the Summer Food Service Program (SFSP), as permitted under 7 CFR 225.15(f).

**2. Scope of Agreement**

The SFA agrees to provide the Sponsor with data identifying school attendance areas where at least 50% of the enrolled children are eligible for free or reduced-price school meals (or the Individual Student Percentage (ISP) multiplied by 1.6 is 50%) to qualify proposed SFSP sites.

**3. Responsibilities of the School Food Authority (SFA)**

- **Data Provision:** The SFA will provide data for the following school(s): [List Specific Schools or "all schools within the district boundaries"].
- **Data Accuracy:** The SFA guarantees that the data provided is accurate and reflects the most recent school year data available (or within the 5-year eligibility period).
- **Confidentiality:** The SFA will release only aggregate data (percentage of students) and not individual student names or income information, in compliance with federal regulations.

**4. Responsibilities of the SFSP Sponsor**

- **Site Eligibility:** The Sponsor will use the data solely for determining site eligibility in the SFSP.

- **Confidentiality:** The Sponsor will protect the confidentiality of all information provided and will not release any information that contains a student's name or individual income information.
- **Reporting:** The Sponsor will include the school data documentation in their application to the State Agency.

**5. Term of Agreement**

This Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_ for the 20\_\_\_\_ Summer Program.

In accordance with section 9(b)(6)(C) of the Richard B. Russell National School Lunch Act ([42 U.S.C. 1758\(b\)\(6\)\(C\)](#)), any individual who publishes, divulges, discloses or makes known in any manner, or to any extent not authorized by statute or this section, any information obtained under this section will be fined not more than \$1,000 or imprisoned for up to 1 year, or both.

**6. Authorized Signatures**

**[Name of Sponsor]**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**[Name of School District]**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_