State Board of Education
North Carolina Department of Public Instruction

2014-2015
Agreement Renewal to Administer the Federally-Funded School Nutrition Programs

Non-Public Schools

Agreement Renewal Documents Include:

1. 2014 - 2015 Agreement
2. 2014 - 2015 Free and Reduced Price Policy Statement
3. 2014 - 2015 Agreement Signature Page
4. Local Wellness Policy Responsibility Document
5. Attestation Form for Performance-Based Reimbursement

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email atprogram.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer.

Under the Federal Child Nutrition Program and USDA policy, discrimination is prohibited under the basis of race, color, national origin, sex, age or disability.

State Board of Education
North Carolina Department of Public Instruction
Agreement to Administer the
Federally-funded Child Nutrition Program(s)

School Year 2014 - 2015

This Agreement exists to achieve the purposes of: (1) the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. 1751-1760) and regulations governing the National School Lunch Program (7 CFR 210 and 245) and (2) the Child Nutrition Act of 1966, as amended (7 U.S.C.1771 – 1985), and regulations governing the School Breakfast Program (7 CFR 220 and 245) and (3) the Special Milk Program for Children (7 CFR 215); (4) Public Law 105 – 336 authorizing reimbursement for snacks, (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (formerly known as the Seamless Summer Food Service Program); (6) Public Law 108-265 to amend the National School Lunch Act and Child Nutrition Act of 1966 to provide children with increased access to food and nutrition assistance, to simplify program operations and improve program management; (7) Public Law 111-296 the Healthy, Hunger Free Kids Act of 2010; (8) 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) which stipulates allowable and unallowable expenses in the non-profit Child Nutrition Program; (9) North Carolina General Statutes 115C-264 and 115C – 450 and subsequent amendments governing the operation of the Child Nutrition Programs within the state of North Carolina and Session Law 21 – 342 (Eliminate Reduced Price Breakfast).

The North Carolina State Board of Education, Department of Public Instruction, hereinafter referred to as the "State Agency (SA)," and the Local Education Authority (LEA) acting on behalf of the School Food Authority (SFA), listed below, hereinafter referred to as the “SFA” agree to comply with the conditions of this Agreement which are based on public laws, regulations, statutes, policies, procedures and best practices that govern the Child Nutrition Programs to be operated by the SFA.

Name of School Food Authority
(Print Clearly or Type)

_____

A. The State Agency (SA)

1. The terms of this Agreement and the detailed information contained in the School Nutrition Technology System (SNTS) sponsor application packet, including all forms, checklist items, and other documentation necessary for review and approval for participation within any of the school nutrition programs listed above, shall be considered a part of this Agreement, and shall not be modified or changed in any other way than by consent in writing of both parties hereto;

2. Agrees that to the extent of funds available, it shall reimburse the SFA for meals and snacks served to children participating in the program(s) for which the SFA is approved in the electronic application of the SNTS; agrees to amend the electronic application as needed during the effective period of this Agreement; agrees that during any fiscal year, the amount of reimbursement paid to the SFA for meals and snacks served to children in each school, institution or site shall not exceed the amount equal to the number of meals or snacks by types (free, reduced, paid), served to children, multiplied by the assigned rates; agrees that it will reimburse the SFA using funds appropriated through the performance based reimbursement

process, if all schools/sites within the SFA qualify for these funds; agrees to reimburse state funds to the SFA in the allocated amount to cover the student copay for reduced price breakfast meals in accordance with Session Law 21 – 342;

3. Agrees that it will supply, in writing, to the above named SFA's Child Nutrition Program Administrator, all changes, additions and deletions to Federal and State regulations and policies of the State Board of Education that govern the operation of the programs;

4. Will operate in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability;

5. Reserves the right to disallow any claim for reimbursement, to withhold Federal Child Nutrition funds and/or to recover any Child Nutrition funds which are used in a manner that is not in accordance with Federal and State laws and regulations or the terms of this Agreement;

6. Shall execute this Agreement.

B. The School Food Authority (SFA)

1. Shall apply to the SA to administer the Child Nutrition Program(s) for the 2014 - 2015 school year and shall provide all documents required for any school or site in which it desires to operate any of the Child Nutrition program(s); agrees to complete an electronic application for the SFA and for each school or site under the jurisdiction of the SFA; agrees the electronic application will provide all required information that is sufficient to determine eligibility; agrees the SFA and site electronic applications may be amended throughout the year as needed by the SFA and as approved by the SA; agrees to notify the SA of any program, administrative or personnel changes pertaining to the Agreement within the month in which the changes occur; acknowledges that no reimbursement will be provided for any meal/snack service that has not received prior approval by the SA; agrees to seek prior approval from the State Agency to operate emergency feeding sites during unanticipated school closures.

2. Shall adopt a Free and Reduced Price Policy Statement which contains all provisions of 7 CFR 245.10 and shall ensure that each school or site under the jurisdiction of the SFA abides with these provisions;

3. Shall execute this Agreement with respect to all participating schools or sites under its jurisdiction, and shall maintain compliance with all provisions of 7 CFR Parts 210 (National School Lunch Program), 215 (Special Milk Program), 220 (School Breakfast Program), and 245 (Eligibility for Free and Reduced Price Meals) and shall:

a. Maintain a nonprofit Child Nutrition Program and observe the limitations on the use of Child Nutrition Program revenues as set forth in 7 CFR 210.14 (a), 7 CFR 220.6 and 2 CFR Part 225; assure all Federal Child Nutrition Funds and all other sources of income that accrues to the nonprofit Child Nutrition Program shall be used only for authorized, allowable purposes as stipulated in 7 CFR 210, 215, 220, 225, 245, 3015, 3016, 3019 and 2 CFR 225; maintain a system of financial accounting as prescribed under 7 CFR 210.14, 220.13 and 7 CFR 225; assure Child Nutrition funds are used only to support and/or enhance the nonprofit Child Nutrition Program and for no other purpose; deposit all revenues received in the Child Nutrition Program into the program's nonprofit account; agree that once funds are commingled with other Child Nutrition revenues, regardless of their source, must be used in accordance with the applicable laws, regulations and policies as described in the preamble of this Agreement; agree that all

uncollected student meal charges will be reimbursed to the nonprofit Child Nutrition Program account prior to September 30 of each year such that no bad debt is carried in the non-profit Child Nutrition account beyond September 30; acknowledge that failure to submit the semi-annual financial report thirty (30) days after the due date may be grounds for withholding Federal Child Nutrition funds until such time as the report is submitted;

b. Implement and monitor written cash management procedures for the Child Nutrition Program that are consistent with G.S.115C-422 and cash management policies/procedures established by the local Board of Education; deposit all cash into a bank account when cash equals or exceeds two hundred fifty dollars ($250.00) and make a cash deposit on the last business day of each month; implement and monitor a system for recording and managing all inventory including but not limited to food, supplies, and equipment;

c. Limit the net cash resources in the Child Nutrition Program to an amount that does not exceed three (3) months average expenditures for its non-profit Child Nutrition Program or such other amount as may be approved by the SA in accordance with 7 CFR 210.19 (a); once excess cash resources are approved by the SA for a specific expenditure(s), they may be used for no other purpose(s); provide sufficient funds to the nonprofit Child Nutrition account for lunches served to students not eligible for free or reduced price meals to ensure paid lunch equity by adjusting the price of the paid lunch in accordance 7 CFR 210.14(e) and/or the the most current edition of the *Paid Lunch Equity Tool* or by providing other allowable non-Federal sources provided to the non-profit Child Nutrition account unless the program is documented to have an net cash balance which exceeds three (3) months average expenditures; implement and monitor a financial system to account for all alternate meals served to students; ensure all revenue generated from the sale of non-program foods complies with 7 CFR 210.14;

d. Assess indirect cost to the Child Nutrition Program in a manner that promotes the program's financial solvency and is consistent with G.S. 115C-450 such that indirect cost shall not be assessed unless the program has a minimum of one month's operating balance as defined by the statute; document the LEA's methodology for assessing indirect cost by completing an annual Indirect Cost Letter of Intent; where allowable, assess indirect cost at the LEA's approved indirect cost rate and apply the rate to salaries/benefits, supplies and travel directly attributable to the Child Nutrition Program and to no other cost objectives;

e. Comply with the requirements of the 7 CFR 220.16 and 210.21, regarding procurement in the practices specific to the breakfast, lunch and after school snack programs; comply with overall procurement practices as prescribed in 7 CFR 3016 and 7 CFR 3019; comply with State procurement practices where indicated; ensure food, supplies, equipment, consulting services, chemicals, maintenance, technology, equipment, bank services and all other goods and services, procured with Child Nutrition funds, are competitively procured and such procurements are conducted in a manner that ensures free and open competition; abide with the Buy American provision by approving all non-domestic foods in advance, should foods of non-domestic origin be used; obtain prior approval from the Child Nutrition Services Section for all capital expenditures for special purpose equipment with a unit cost of $5000 or more; acknowledge that failure to procure all goods and services in accordance with Federal regulations constitutes an unallowable use of Child Nutrition funds and makes the entire

procurement amount that was conducted using Federal Child Nutrition funds subject to reclaim by the State Agency;

g. Serve meals, during meal periods, which meet the minimum and maximum requirements for food components and dietary standards as prescribed in 7 CFR 210.10 and/or 220.8; comply with dietary standards and menu planning approaches for breakfasts and lunches as prescribed in 7 CFR 210.10 and 220.8; use and maintain accurate and complete daily food production records, valid standardized quantity recipes, nutrient analyses, current manufacturer's product specifications and other records required to substantiate that minimum meal pattern requirements and required dietary standards have been met and shall serve as source documentation to substantiate the basis for serving reimbursable meals to students; provide written documentation for Administrative Reviews upon request by the SA reviewers including but not limited to menus, accurate, current recipes used in food preparation of school menu items, daily production records and/or delivery tickets that document food as planned and as prepared, nutrition labels and specifications for food products and ingredients used in the preparation of current school menu items; agree that senior high schools (as defined by the SA) must participate in offer versus serve provision; schools below the senior high level may participate in offer versus serve at the discretion of the SFA and the SFA will notify the SA accordingly and at such time as the offer versus serve provision differs by age/grade group within a single school; make potable water available to children at no charge in the place where lunch meals are served during the meal service; submit nutrient analyses of menus planned for the months of October and March annually; submit a complete attestation form as a means of documenting compliance with the requirements for performance-based reimbursement; identify the meal components for reimbursable meals in the NSLP as prescribed in 7 CFR 210.10(a)(2) and for the SBP as prescribed in 7 CFR 220.8(h) and 220.8(j) at or near the beginning of the serving line(s) as a means of promoting the reimbursable meal and reinforcing nutrition education messages that emphasize selecting healthy choices for a balanced meal;

h. Establish and monitor a system to accurately issue meal benefits for eligible students based on current meal eligibility criteria and the most recent edition of the *Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility,* as published by the Food and Nutrition Service, US Department of Agriculture (August 2013); receive prior SA approval when using web-based applications; conduct a second party or independent review of all household applications when instructed by the SA to do so; use the SA's automated system to Directly Certify eligible students for free meals based on their participation in Food and Nutrition Services (formerly the Food Stamp Program) and/or Temporary Assistance for Needy Families (TANF) and Food Distribution Program for Indian Reservations (FDPIR) as frequently as possible and at a minimum of three times per year at or around the beginning of the school year three months after the initial effort; and six months after the initial effort; extend meal benefits to students who reside in the households of other students who are directly certified for free meals**;** maintain sufficient documentation to indicate students who are directly certified and those to whom benefits are extended; maintain documentation from local officials to substantiate the categorical eligibility of migrant, homeless, runaway, foster children and any other student who may be categorically eligible for meal benefits; maintain similar documentation for children enrolled in the Head Start Program and are simultaneously enrolled in the LEA;

i. Maintain files of currently approved and denied household applications for free and reduced price meal benefits, respectively and the names of children approved for free meals based on documentation certifying that the child is included in a household approved to receive Food and Nutrition Services (FNS) benefits, formerly known as food stamps, or Temporary Assistance to Needy Families (TANF) or Food Distribution Program on Indian Reservations (FDPIR); shall approve and maintain all household applications and other benefits issuance documentation at the SFA level; retain all household applications for free and reduced price meals submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified as prescribed in 7 CFR Parts 210, 215, 220 or 245;

j. Verify (or Directly Verify) the income eligibility of children from a sample of household applications (to be determined by the SA based on the prior year's Verification non-response rate) applications approved for free and reduced price meal benefits for the current school year based on the prior year's non-response rate; upon completion of the Direct Verification process, continue the Verification process through in accordance with procedures described in the most current edition of the *"Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility" (August*, 2013). The Verification sample size must be based on the October 1 sample pool; the Verification process must begin on October 1 and conclude November 15; with the exception of Verification for cause, agrees the SFA will not verify more than or less than the standard sample size or the alternate sample size and will not verify 100% of applications; verify for cause any approved applications for free or reduced price meal benefits when known or available information indicates a household may have misrepresented their incomes on applications for free or reduced price meals for children; report the outcome of any verification for cause to the SA once the verification for cause process is complete;

k. Serve meals free or at a reduced price to all children who are determined by the determining official to be eligible for such meals under 7 CFR Part 245; serve breakfast meals free of charge to students who qualify for reduced price meals, thus absorbing the student copay of $ .30; serve such meals using the state allocation and/or other available resources; serve lunch meals to students who qualify for reduced price meals at a cost of no more than $ .40; price the reimbursable meal as a unit; if participating in the Community Eligibility Provision (CEP), agrees to provide meals and snacks at no cost to students; provide sufficient meal periods that are long enough to give all students adequate time to consume breakfast and lunch meals or a minimum of fifteen (15) minutes of seat time to consume breakfast and a minimum of twenty (20) minutes of seat time to consume lunch; agree that students who are eligible for free or reduced price meals must be allowed to take any reimbursable lunch or any choices offered as part of a reimbursable lunch; establish prices for paid lunches in accordance with 7 CFR 210.14; exercise local control to establish different unit prices for each lunch offered provided the benefits made available to children eligible for free or reduced price meals are not affected;

l. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system, if such system receives prior approval by the SA; establish an alternate system for meal counting and claiming that may be used when the primary system is inoperable; obtain prior written approval from the SA for any alternative meal counting system; if participating in the Community Eligibility Provision (CEP), develop written procedures to account for meals and snacks served to students free of charge and to ensure only one reimbursable meal or snack is claimed for each student; account for any alternate meals

served to students through a local Board-approved Meal Charge Policy or other internal procedure as approved by the LEA;

m. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with the Agreement; if participating in the Community Eligibility Provision, claim meals based on the SA-approved free meal/paid meal claim rate; establish internal controls that ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement; conduct daily edit checks to ensure the number of meals served does not exceed the number of meals for which the SFA is authorized; ensure the SFA official authorized to approve the claim for reimbursement reviews and analyzes meal counts to ensure accuracy as specified in 7 CFR 210.8 and 220.9; agree that meal counts must be certified prior to submission of the monthly claim for reimbursement; agree that meals served to adults shall not be claimed for reimbursement; acknowledge that failure to submit accurate claims will result in the withholding and/or recovery of Federal Child Nutrition funds, suspension, or termination of the Agreement by the SA as specified in 7 CFR 210.25 and 220.19; acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity the penalty specified in 7 CFR 210.26 and 220.19 shall apply;

n. Upon approval of this Agreement by all parties, submit claims for reimbursement in accordance with 7 CFR 210.8, 220.11, or 215.10 no later than the 10th of each month; (should the 10th of the month fall on a weekend or holiday, the claim for reimbursement shall be due no later than midnight of the first full work day following the weekend or holiday); agree that the SA must receive valid claims for reimbursement within sixty (60) days following the end of the month for which payment is claimed to be eligible for reimbursement as claims for reimbursement received by the SA after sixty (60) days will be denied; claims filed for meals served prior to the execution of this Agreement will be denied;

o. Require lunches, breakfasts, and snacks for teachers and all adults other than Child Nutrition cafeteria employees to be paid for by the individual or from sources other than Child Nutrition Program funds; ensure that Child Nutrition funds are used only for the purpose of providing meals and/or snacks to students as these funds may not be used to support or supplant adult meals and/or snacks;

p. Perform no less than two comprehensive self-assessments to include an in-depth review of the meal counting and claiming and cash management procedures employed by each school or site under its jurisdiction; conduct the self-assessment of each school prior to November 1 and March 1 of each school year;

q. Establish and enforce rules that prevent the sale of foods and beverages in competition with the Child Nutrition Program as set forth in 7 CFR 210.11 and 220.12, and NC General Statute 115C-264; agree that violations of the Competitive Foods Regulations (7 CFR 210.11 and 220.12, and NC General Statute 115C-264) will result in repayment of funds to the SFA's non-profit Child Nutrition Program from the general fund; agrees to comply with the Interim Final Rule entitled *Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010 and agrees to comply with the nutrition standards as prescribed in the interim final rule* for all foods and beverages sold to students from the time of day the cafeteria ceases meal service until 30 minutes after the dismissal bell rings;

r. Comply with regulations regarding nondiscrimination (7 CFR Parts 15, 15a, 15b and FNS Instruction 113-1); make no discrimination against any child because of his eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement; agree to provide the current non-discrimination statement on all public documents including but not limited to the Child Nutrition website; comply with requirements regarding the use of student's confidential meal eligibility status and ensure this confidential information is used only for purposes as prescribed by law and for no other purpose; limit the disclosure of individual student's confidential eligibility for free and reduced price meals to persons authorized by law to receive it for reporting purposes and for no other purpose; agree that direct access to student's confidential meal eligibility status is limited only to the Child Nutrition Administrator and his/her designee in the Child Nutrition Department; agree that the use of students' confidential meal eligibility status will not be used for local education initiatives without prior written parental consent; agree that disclosure of students' individual confidential meal eligibility status for any local education purpose without prior written consent of the parent(s) or guardian(s) constitutes grounds for dismissal; require a Memorandum of Agreement (MOA) to be approved in advance by the SA and signed and executed between the Child Nutrition Administrator (determining official for the SFA) and the individual requesting the confidential information; cite the specific public law and/or general statute authorizing the use of individual student's confidential meal eligibility status without prior written parental/guardian consent; complete an annual *Civil Rights Checklist* for the SFA and for each school or site under its jurisdiction no later than December 15; maintain all *Civil Rights Checklists* on file in the SFA's central office for a period of three (3) years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except in situations where audit findings have not been resolved in which case the records shall be retained beyond the three (3) year period as long as required for resolution of the issues raised by the audit;

s. Agree that meals and/or snacks provided through the Child Nutrition Programs may not be used to discipline or punish students, nor shall meals or snacks be used as rewards;

t. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations; maintain a SFA-wide Food Safety Program to include a Hazard Analysis Critical Control Point (HACCP) Plan for each school, and/or site and; ensure a minimum of two (2) health inspections are conducted by an Environmental Health Specialist in each school or site included in this Agreement;

u. Maintain a sufficient number of trained staff in the central office to ensure adequate monitoring and oversight of the Child Nutrition Program in all schools or sites; maintain an adequate number of staff at each school or site as necessary, to adequately prepare and serve meals and snacks to students; maintain adequate facilities for receiving, storing, preparing and serving food to students;

v. No later than December 1, March 1 and the first day of End of Grade testing (May), provide the SA with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day of the month prior to the dates of required submission; this list shall be based on information provided by the SA regarding the boundaries of the attendance areas for all elementary schools identified as having 50

percent or more of enrolled children certified as eligible for free or reduced price meal benefits;

w. Plan and implement a program of student and parent involvement in the Child Nutrition Program; require Child Nutrition employees to attend professional improvement and continuing education activities conducted by or facilitated by Child Nutrition Administrators within the SFA;

x. Upon request, make all accounts and records pertaining to its Child Nutrition Programs available to the SA and to the US Department of Agriculture's Food and Nutrition Service (FNS), for audit or review, at a reasonable time and place; retain all accounts and records for a period of three (3) years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except in circumstances where review and/or audit findings have not been resolved in which case the records shall be retained beyond the three (3) year period as long as required for resolution of the issues raised by the audit/review;

y. Implement the LEA's board-approved Local Wellness Policy for all schools or sites under its jurisdiction; ensure the Local Wellness Policy includes all elements as prescribed in 7 CFR 210; submit a copy of the Local Wellness Policy to the North Carolina Department of Public Instruction; submit modified Local Wellness Policies upon adoption by the local board of education; designate a Local Education Agency official who has oversight of the Healthy Active Children Policy, Local Wellness Policy, and the eight components of coordinated school health (someone other than the Child Nutrition Administrator unless the Child Nutrition Administrator has oversight as described above) to oversee the implementation, periodic assessment, evaluation and required reporting and public notification of local wellness activities as required by law; submit the name and contact information for the designated LEA official who will oversee the implementation, evaluation and public reporting requirements of the local wellness policy; ensure the SFA and each school in the SFA complies with the Local Wellness Policy; submit an annual written report indicating the SFA's progress towards achieving the goals as stated in these policies; and conduct and make available to the public a triennial assessment to evaluate the extent to which schools are in compliance with the Local Wellness Policy, how the Local Wellness Policy compares to statutory requirements, and the LEA's progress made in attaining the goals of the Local Wellness Policy;

z. Abide with the terms and conditions of the Agreement with the North Carolina Department of Agriculture and Consumer Services to accept and use, in as large quantities as may be efficiently utilized in the nonprofit Child Nutrition Program, the USDA Foods (formerly known as commodities) available to the program.

4. If the SFA chooses to participate in the After School Snack Program (ASSP), the after school program must be one that complies with requirements listed below and documentation of each approved ASSP site shall be maintained by the SFA. The SFA with eligible schools (as defined in 7 CFR 210 that elects to serve meal supplements served after the school day, shall agree to:

a. Maintain, on file, appropriate records that were used to determine whether the after school program met the criteria required to participate in the ASSP for each site; complete the After School Snack Program checklist annually for each ASSP and maintain a copy on file for a period of three (3) years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved; the records shall be retained beyond the

three (3) year period as long as required for resolution of the issues raised by the audit;

b. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10 and claim reimbursement for no more than one meal supplement per child per day;

c. Price the meal supplement as a unit;

d. Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced price school meals under 7 CFR 245;

e. If charging for meal supplements, the charge for a reduced price meal supplement shall not exceed 15 cents;

f. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the Agreement;

g. Conduct an on-site review of each after school or site at least two times per year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an after school program operating year round shall be reviewed during the first four weeks of its initial year of operation, claim reimbursement for no more than one meal supplement per child per day;

h. Provide a point of service participation count and ASSP production record which provides documentation that only students in attendance received one snack per day and the snack provided meets the minimum meal pattern requirements for the age group in the ASSP;

i. Claim meal supplements based on accurate “point of service” meal supplement counts.

5. If a SFA chooses to operate the Seamless Summer Option (SSO), the SFA must:

a. Agree to serve meals at no cost as stipulated in 7 CFR 225;

b. Agree to claim reimbursement only for the types of meals (breakfast, lunch, snack or supper) as agreed upon with the SA, which are served at approved sites during the approved meal service periods;

c. Demonstrate financial and administrative capacity to operate the program and accept final financial and administrative responsibility for the total program operations at all sites;

d. Not be seriously deficient in operating the traditional Summer Food Service Program (SFSP);

e. Conduct a regular scheduled meal service for children from areas in which poor economic conditions exist;

f. For schools, operate sites that are open to children in the community;

g. For all sites except migrant sites or camps, serve up to two meals (combination may not include lunch and supper), or one meal and one snack, or two snacks per day; migrant sites may serve up to three meals or two meals and a snack per day;

h. Serve up to three reimbursable meals per day to children attending residential or non-residential camps, which are eligible for free or reduced price school meals, based on income eligibility applications;

i. Comply with all regulations and policies of the School Breakfast Program (7CFR 220), National School Lunch Program (7 CFR 210) and/or After School Snack Program (7 CFR 210) in providing meals and snacks to eligible participants in the Seamless Summer Option, including implementation of the SSO in year round schools;

j. Request approval from the SA to operate the SSO in year round schools to provide reimbursable meals to students, when indicated and when the meal service meets SSO criteria, during the period the students are tracked out of the traditional schedule;

k. Establish the predominant age group of the participants for each site, based on written documentation and serve meals that meet the meal pattern and dietary standards required for the specified age group;

l. Serve meal and supplements which meet the minimum requirements prescribed in 7 CFR 210 and 7 CFR 220.

m. Exercise full control and authority over the operation of the Program at all sites under its sponsorship;.

n. Certify that all sites have been reviewed and have the capacity and facilities to provide the meal service planned for the number of children anticipated;

o. Operate emergency feeding sites at schools or non-school locations when schools are closed due to a disaster with prior State agency approval.

6. Shall comply with USDA's Civil Rights Guidance as contained in FNS Instruction113-1 and reads follows:

"The SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U. S.C. 2000d et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et. seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the SFA receives Federal financial assistance from FNS; and hereby give assurance that it will immediately take measures necessary to effectuate this Agreement."

By accepting this assurance, the SFA agrees to complete the Civil Rights Checklist prior to December 15, compile data, maintain records and submit reports, as required, to permit effective enforcement of the non-discrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance; this assurance is binding on the SFA and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the SA.

7. Shall abide with and shall require all school personnel to abide with the following ethics clause as required by the National School Lunch Act:

"Whoever willfully misapplies, steals or obtains by fraud or embezzlement any funds, assets or property provided under the National School Lunch Program and/or School Breakfast Program whether received directly or indirectly, shall if such funds, assets or property are of a value of $100 or more, be fined no more than $25,000 or imprisoned not more than 5 years or both; or if such funds, assets or property are of a value of less than $100, be fined not more than $1,000 or imprisoned not more than 1 year or both. Whoever receives, conceals or retains for personal use or gain, funds, assets or property provided under the National School Lunch Program and School Breakfast Program, whether received directly or indirectly, knowing such funds, assets or property have been embezzled, willfully misapplied, stolen or obtained by fraud, shall be subject to the same penalties."

8. Agree to have an audit conducted annually of all Federally-funded Child Nutrition Programs subject to the "Single Audit Act" and applicable federal circulars.

C. <u>The SA and the SFA mutually agree that:</u>

1. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.

2. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the Child Nutrition Programs.

3. For the purpose of this Agreement, the following terms will mean respectively:

a. *Adult:* means a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under 21 chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools as defined in 7 CFR 210.2;

b. *Child:* means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in paragraph (a) and (b) of the definition *school* including students who are mentally or physically disabled as defined by the state and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of *school* or (c) for purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an after school care program operated by an eligible school who is twelve (12) years of age or under or in the case of migrant workers and children with disabilities, not more than eighteen (18) years of age or under;

c. *Local Education Agency (LEA):* means a public board of education or other public or private nonprofit authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public or private nonprofit elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public or private nonprofit elementary schools or secondary schools. The term also includes any other public or private nonprofit institution or agency having administrative control and direction of a public or private nonprofit elementary school or secondary school, including residential child care institutions, Bureau of Indian Affairs schools, and educational service agencies and consortia of those agencies, as well as the State educational agency in a State or territory in which the State educational agency is the sole educational agency for all public or private nonprofit schools.

d. *Meals:* means food served at a school under the indicated programs which meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch or snack;

e. *Nonprofit Child Nutrition Program:* means meal service operated by the SFA for the benefit of children, all of the income from which is used solely for the operation or improvement of such meal service and for no other purpose;

f. *School:* (a) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or non-profit private ownership in a single building or complex of buildings; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of the government, with the exception of residential summer camps which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes; the term "Residential Child Care Institution" includes, but is not limited to: homes for the mentally, emotionally, or physically impaired, and unmarried mothers and their infants; group homes; half-way houses; orphanages; temporary shelters for abused children and for runaway children; long term care facilities for chronically ill children; and juvenile detention centers; a long term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more;

g. *School Food Authority (SFA):* means the governing body which is responsible for the administration of one or more schools, institutions or sites, and which has the legal authority to operate the NSLP, the SBP, the SMP, the SSO and/or the ASSP therein.

4. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30 unless otherwise amended; the SA may renew the Agreement for each school year thereafter by notice in writing given to the SFA as soon as practicable after funds have been appropriated by Congress for carrying out the purpose of the National School Lunch Act and the Child Nutrition Act.

5. The SA may withhold Federal Child Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the SA may also withhold Federal Child Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of an Administrative Review (AR) or Technical Assistance (TA) Review; the SA may require the LEA to reimburse the SFA using local funds to repay any funds that were used for unallowable purposes; the SA may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with by the SFA; any termination of this Agreement by the State Agency shall be in accordance with applicable laws and regulations.

6. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

Policy Statement
for Providing Free and Reduced Price Meals to Students

This document is part of the Agreement between the LEA/SFA and the SA to administer the Federally-funded Child Nutrition Programs.

The School Food Authority (SFA) accepts responsibility for providing **free and reduced price meals and/or free milk and after school snacks** to eligible children. The LEA/SFA assures the North Carolina State Board of Education, Department of Public Instruction, that the LEA/SFA will uniformly implement the following policies to administer the program(s) in all schools and sites under its jurisdiction. In fulfilling these responsibilities, the LEA/SFA agrees to the following provisions:

A. With the exception of students participating in the CEP for whom meals are served at no cost, serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in Food and Nutrition Services (formerly Food Stamp Program) or Temporary Assistance for Needy Families (TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other Federally-approved status as prescribed by the United States Department of Agriculture, entitles them for categorical eligibility for free meals;

B. With the exception of students participating in the CEP for whom meals are served at no cost, serve meals at a reduced price to children from households whose income is at or below the reduced price meal eligibility scale listed in the current income eligibility guidelines and/or use the state allocation and other available resources for the student co-pay for reduced price breakfast meals ($ .30 per meal) to serve breakfast meals at no charge to students who are eligible for reduced price meals;

C. With the exception of students participating in the CEP for whom meals are served at no cost, set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast. Reduced price charges for lunch shall be set at $.40 or less, reduced price breakfast shall be served free of charge to qualifying students using the state allocation provided under Session Law 21-345 or at $ .30 or less and reduced price snacks shall be served at $.15 or less;

D. Ensure food is not used as a means of rewarding or punishing students for any purpose;

E. Ensure no physical segregation or other overt identification of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced price meals shall not be distributed, published, posted, distributed or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:

1. Work for their meals;

2. Use separate dining room areas;

3. Go through a separate serving line;

4. Enter the dining room through a separate entrance;

5. Eat meals at a different time;

6. Eat a meal different from the one sold to children paying the full price.

F. Operate the Child Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex, age, or disability, nor are students separated during the meal service based on gender.

G. Authorize the Child Nutrition Administrator to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the 2014 - 2015 eligibility guidelines or participation in the CEP. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based on USDA guidance. The determining official is also responsible for collecting, analyzing and reporting data to support the LEA;s /SFA's Identified Student Percentage (ISP) should the district elect to participate in the CEP. (Note: the Determining Official may not serve as the Hearing Official. See Item K.)

H. Develop and make available to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced price meals, at the beginning of each school year. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, his eligibility for free or reduced price meals will be transferred to, and honored by, the receiving school. Parents or guardians will be notified, within 10 working days, of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Household applications will not be provided to nor requested from families whose children enrolled in schools participating in the CEP unless there are students in the household that are enrolled in non-CEP schools. Students enrolled in CEP schools will be eligible for breakfast, lunch and snacks at no cost to the student beginning on the first day of school and continuing for the duration of the school year.

Use data from the State Agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

Public Law 111-296 allows certification of a foster child for free meals, without application, if the LEA or other Child Nutrition Program institution obtains documentation from an appropriate State or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the State or that the foster child has been placed with a caretaker household by a court. The foster child is categorically eligible and may be certified for meal benefits without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on the same household application that includes their non-foster children; this will streamline the application process and may help the foster family's non-foster children qualify for free or reduced price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals, and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as Food and Nutrition Services (FNS), Temporary Assistance for Needy Families (TANF), Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification which shall include the following:

1. the reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application);

2. notification of the right to appeal the denial of benefits;

3. specific instructions on how to appeal; and

4. a statement reminding parents that they may reapply for free and reduced price meal benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the SFA level.)

I. Select and verify by November 15 the eligibility of a sample of the approved free and reduced price applications on file as of October 1. The SFA further agrees to maintain the following records relative to verification for a period of three (3) years:

1. total number of applications on file as of October 1;

2. documentation of the sample selection; and

3. a summary of all verification activities and outcomes.

J. Conduct a second party review of applications to ensure the applications are complete and benefits are accurately issued.

K. Designate individuals within the LEA who are authorized to serve as liaisons in the following areas:

- Migrant Liaison;
- Homeless/Runaway Liaison;
- Head Start Liaison;
- Even Start Liaison: and
- Foster Child Liaison.

These liaisons will be authorized to provide official, accurate information to the LEA's determining official for the purpose of determining the categorical eligibility for students who meet pre-established criteria and for using this information as part of the formula to determine the LEA's Identified Student Percentage for the CEP.

L. Designate a Hearing Official to establish and use a fair hearing procedure under which:

1. a household can appeal a decision made on the original application;

2. a household can appeal an adverse action made because of verification of an application; and

3. the SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

HEARING PROCEDURE

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly-announced, simple method for making an oral or written request for a hearing;

2. An opportunity to be assisted or represented by an attorney or other person;

3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal;

4. Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place;

5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference;

6. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witness(s);

7. A fair hearing that will be conducted and a subsequent decision made by an official who did not participate in the original decision under appeal (or any previous conference);

8. A fair and impartial decision made by the hearing official that will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record;

9. Written notification of the decision to all parties concerned and any designated representative thereof;

10. A written record, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision; and,

11. Retention of such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.

M. Submit a public/press release annually to notify the public of the process for applying for free and reduced price meal benefits. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so.

N. For non-CEP schools, establish a written procedure to collect money from children who pay for their meals and milk and to account for the number of free, reduced price, and full price and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such procedure or the identity of the children receiving free or reduced price meals or free milk. For schools participating in the CEP, establish a written procedure to count all reimbursable breakfasts, lunches, and snacks served to students at no cost. The procedure shall ensure all students enrolled in CEP schools receive meals at no cost and that only one meal or snack is claimed per student.

O. Submit to the North Carolina Department of Public Instruction, Child Nutrition Services, 6324 Mail Service Center, Raleigh, NC 27699-6324, any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.

State Board of Education
North Carolina Department of Public Instruction
Agreement to Administer the
Federally-funded Child Nutrition Program(s)
for Local Education Agencies (LEAs)
School Year 2014 - 2015

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2014–2015 Agreement and Free and Reduced Price Policy Statement to operate the Federally-funded Child Nutrition Program(s) and will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

_____ _____

[Name of LEA/SFA] [LEA/SFA Agr #]

On behalf of the Local Education Agency and School Food Authority:

Director or Superintendent of the Non-Public School:

_____ _____ _____

[Print] [Signature] [Date]

Individual responsible for managing the Non-Public School's Child Nutrition Program:

_____ _____ _____

[Print] [Signature] [Date]

Individual authorized to approve and sign claim for reimbursement:

_____ _____ _____

[Print] [Signature] [Date]

On behalf of the North Carolina Department of Public Instruction / State Board of Education:

Chief, Child Nutrition Services:

Lynn Harvey, Ed,D, RDN, LDN, FAND, SNS _____ _____

[Print] [Signature] [Date]

NOTE: This signature page must be provided in addition to the automated renewal of the application between the Local Education Agency (LEA), the School Food Authority (SFA) and the North Carolina State Board of Education, Department of Public Instruction, to administer the Federally-funded Child Nutrition Program(s). After completing the automated application, and carefully reading the Agreement and the Policy Statement, please **sign three copies of this document each in blue ink and return to:**

North Carolina Department of Public Instruction
School Nutrition Services Section
6324 Mail Service Center
Raleigh, NC 27699-6324
Attn: Jacquelyn McGowan

Local Wellness Policy Responsibility Document

According to 7 CFR 210, each local education agency (LEA) participating in the Child Nutrition Program(s) must:

- Develop a Local Wellness Policy (LWP) which includes, at a minimum, goals for nutrition education, nutrition promotion, physical activity and other school-based activities to promote student wellness, nutrition guidelines for all foods available on campus during the school day consistent with Federal regulations for school meal nutrition standards and the Smart Snacks in School nutrition standards designed to promote student health and reduce childhood obesity, and policies for food and beverage marketing that restrict marketing and advertising to only those foods and beverages that meet Federal regulations for school meals nutrition standards and Smart Snacks in Schools nutrition standards;

- Involve stakeholders - parents, students, school food authority representatives, physical education teachers, school health professionals, the school board, school administrators, and the public - in the development, implementation, periodic review and assessment (includes the extent to which schools are in compliance with the LWP, the extent to which the LWP compares to model wellness policy, and describes progress made in attaining goals of the LWP) of the Local Wellness Policy;

- Inform and update stakeholders and the public (including parents, students, school administrators and staff, and the community) about the content and implementation of the Local Wellness Policy;

- Develop a plan for measuring implementation of the Local Wellness Policy, including designation of an LEA official to maintain responsibility for Local Wellness Policy implementation, compliance and reporting to the public;

- Designate one or more local education agency official(s) who has oversight of the eight components of Coordinated School Health with operational responsibility for ensuring that each school within the LEA complies with the Local Wellness Policy.

In North Carolina, LEAs are required to submit a copy of the current Local Wellness Policy to the NCDPI and submit any modifications to the policy to NCDPI once adopted by the local board of education. LEAs must submit an annual written report indicating the LEA's progress towards achieving the goals as stated in the Healthy Active Children Policy and the Local Wellness Policy and conduct a triennial assessment to and make to evaluate the extent to which schools are in compliance with the Local Wellness Policy, how the Local Wellness Policy compares to statutory requirements and the LEA's progress made in attaining the goals of the Local Wellness Policy and make the evaluation results available to the public..

Local Wellness Policy Responsibility Document Signature Page

Please provide the name of the LEA official who has oversight of the eight components of Coordinated School Health who will be responsible for overseeing the State Board of Education Healthy Active Children Policy and the LEA's Local Wellness Policy (not necessarily the Child Nutrition Administrator unless he/she has authority over all areas of Coordinated School Health); this individual will be responsible for ensuring implementation of the policies in all sites within the LEA and the submission of an annual written report to the NCDPI triennial assessment indicating the school's compliance with and progress towards achieving the goals as stated in the LEAs Local Wellness Policy.

Name: _____

Title: _____

Address: _____
Street **City** **Zip**

Telephone: _____

Email Address: _____

My signature below indicates that I understand and agree to all the terms and conditions contained in the Local Wellness Policy Responsibility Document and will ensure all schools abide with the Healthy Active Children Policy and the LEAs Local Wellness Policy.

_____ _____
[Name of LEA/SFA] [SFA Agr #]

On behalf of the Local Education Agency/School Food Authority:

Director or Superintendent of the Non-Public School:

_____ _____ _____
[Print] [Signature] [Date]