

**STATE OF MISSISSIPPI-DEPARTMENT OF EDUCATION  
OFFICE OF CHILD NUTRITION**

**On-Line AGREEMENT BETWEEN SCHOOL FOOD AUTHORITY AND DEPARTMENT OF EDUCATION**  
(National School Lunch, School Breakfast, After School Care Snack, and Food Distribution Programs)

1. (Type in the official name and mailing address of the District/School, RCCI or Administering Agency)

2. I/we certify that the information contained in this Agreement, and all applicable on-line data, is true and correct to the best of my/our knowledge, that reimbursement will be claimed only for meals served to children, and that school(s)/sites do not discriminate on the basis of race, color, national origin, sex, age, or disability. Schools/sites participating the After School Care Snack Program provide education or enrichment programs to the children receiving snacks. All meals/snacks claimed for reimbursement follow 7CFR 210, 220, and other program regulations for food components/items and quantities, for documentation of the food items served, and for the number of children receiving the food. I/we certify that I/we will comply with the drug-free workplace requirements.

SCHOOL FOOD AUTHORITY	STATE DEPARTMENT OF EDUCATION
Name _____	Name _____ <i>Scott Clements</i>
By _____ (Signature)	By _____ (Signature)
Title _____	Title _____ Director, Office of Child Nutrition
Date _____	Date _____

**SIGNING OF AGREEMENT:** Complete this **Agreement** on-line, print out a hard copy, sign and submit to the State Department of Education. When this Agreement is approved, a copy will be returned for the files of the School Food Authority. Complete on-line all applicable data.

If an alternate name is to be authorized to sign claim forms and correspond information regarding changes or corrections, please complete this section. Authorization for an alternate signature on the Monthly Claim For Reimbursement and/or amendments to the on-line Application or Agreement:

Name of Alternate \_\_\_\_\_

Title of Alternate \_\_\_\_\_

Signature of Alternate \_\_\_\_\_

Phone Number \_\_\_\_\_

3. If a FAX is to be utilized to transmit information regarding the Agreement or the Claim for Reimbursement, the authorized signatures, as shown on this Agreement, are to be accepted as original on the FAX copy: FAX - YES NO (Circle or underline answer.)

This Agreement will be effective for all programs as submitted on the "on-line" School Food Authority's NSLP/SBP School/Site Application and the NSLP After School Care Snack Site Sheet for the period commencing each **July 1st, and ending each June 30.**

In order to effectuate the purpose of: (1) the National School Lunch Act, as amended (42 U.S.C 1751-1760), and regulations governing the National School Lunch Program, and (2) The Child Nutrition Act of 1966, as amended (7 U.S.C. 1771-1785), and regulations governing the School Breakfast Program, and the regulations governing the After School Care Snack Program, and the regulations governing the Food Distribution Program, the Mississippi State Department of Education (hereinafter referred to as the "State Agency") acting on behalf of the Board of Education, and the School Food Authority, whose name and address appear above certifies that the information provided on the Agreement and all applicable forms, is true and correct and agrees to the following:

**THE STATE AGENCY AGREES THAT**, to the extent of funds available, it shall reimburse the School Food Authority in connection with meals or snacks served to children in the indicated program(s) in schools as submitted on the "on-line" School/Site Application and Snack Site Sheet, during the effective period of this Agreement. During the fiscal year, the School Food Authority shall be reimbursed for lunches and/or breakfasts and snacks served to children in each school on the basis of the number of eligible meals or snacks served by types (free, reduced price, and paid) times the assigned rates; for schools approved for severe need breakfast rates the reimbursement shall be the lesser of: (1) the cost providing free and reduced price breakfasts to eligible children less the reduced price payments received by such schools; or (2) the number of free and number reduced price breakfasts served to eligible children in such schools multiplied by the applicable severe need reimbursement rates for such breakfasts.

The State Agency, on behalf of the School Food Authority, agrees to issue the public release (announcing USDA income guidelines for free and reduced meals) and mail to local media and School Food Authorities.

**THE SCHOOL FOOD AUTHORITY AGREES THAT**, for each school as submitted on the "on-line" School/Site Application and Snack Site Sheet, it shall conduct the indicated program(s) in accordance with the State Agency's regulations and instructions; it shall comply with all provisions of 7 CFR Parts 210, 215, 220, 245 and 250 as applicable; and specifically, shall conform to the following requirements in the conduct of each program (unless the requirement is restricted to a particular program):

"Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues set forth in Secs. 210.14(a), 220.7(e) (ii), 220.7(e) (iii) and limitations on any competitive school food service as

set forth in Secs. 210.11(b) and 220.12." ref. Secs. 210.9(b) (1), 215.7(d) and 220.7(e) (1) and MS State Board Policy on Competitive Food Sales.

"Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with Sec. 210.19(a)." ref. Secs. 210.9(b) (2) and 220.7(e) (1) (iv).

"Maintain a financial management system as prescribed under Secs. 210.14(c) and 220.13(i)." ref. Secs. 210.9(b) (3), 215.7(d) (6), 220.7(e) (1) and 220.7(e) (12).

"Comply with the requirements of the Department's regulations regarding financial management (7 CFR Part 3015)." ref. Sec. 210.9(b) (4).

"Serve lunches, during the lunch period, which meet the minimum requirements prescribed in Sec. 210.10." ref. Sec. 210.9(b) (5).

"Price the lunch, breakfast, and snack as a unit." ref. Secs. 210.9 (b) (6) and 220.7(e) (3).

"Serve lunches/breakfasts/snacks free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals under 7 CFR Part 245." ref. Secs. 210.9(b) (7) and 220.7(e) (4).

"Claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement." ref. Sec. 220.7(e) (6).

"Claim reimbursement at the assigned rates only for snacks served in accordance with the agreement." Ref. Sec. 210.8.

"Serve breakfasts which meet minimum requirements prescribed in Sec. 220.8 during a period designated as the breakfast period by the school." ref. Sec. 220.7(e) (2).

"Serve snacks which meet minimum requirements prescribed in Sec. 210 during a period designated as the snack period by the school." ref. Sec. 210.10.

"Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches served to eligible children in accordance with 7 CFR Part 210. The school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in Sec. 210.8 governing claims for reimbursement. Failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in Sec. 210.25. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in Sec. 210.26 shall apply." ref. Sec. 210.9(b) (8).

"Comply with the requirements regarding Nutrient Standards Menu Planning/Assisted Nutrient Standards Menu Planning in accordance with 210.10(l)(5).

"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 approved by the State agency." ref. Sec. 210.9(b) (9).

"Submit Claims for Reimbursement in accordance with Sec. 210.8, 215.10 and 220.11." ref. Secs. 210.9(b) (10), 215.7(d) (5) and 220.7(e) (7).

"The program applicant 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 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 program applicant receives Federal financial assistance from FNS and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

By accepting this assurance, the program applicant agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination 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 program applicant and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on behalf of the program applicant." ref. FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in the School Nutrition Programs," and Secs. 210.9(b) (11), 215.7(d) (3) and 220.7(e) (15).

"Make no discrimination against any child because of his or her eligibility for free or reduced-price meals and/or snacks." ref. Secs. 210.9(b) (12) and 220.7(e) (5).

"Enter into an agreement to receive donated foods as required by 7 CFR Part 250." ref. 210.9(b) (13).

"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." ref. Secs. 210.9(b) (14) and 220.7(e) (8).

"Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department." ref. Secs. 210.9(b) (15) and 220.7(e) (10).

"Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by the State agency, or CFPDO, where applicable." ref. Sec. 220.7(e) (9).

"Maintain necessary facilities for storing, preparing and serving food." ref. Secs. 210.9(b) (16) and 220.7(e) (11).

"Upon request, make all accounts and records pertaining to its school food service/snack program available to the State Agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 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 3 year period as long as required for resolution of the issues raised by the audit." Provision Schools have a retention period longer than 3 years. ref. Secs. 210.9(b) (17), 215.7(d) (7) and 220.7(e) (13).

"Maintain files of currently approved and denied free and reduced price applications, respectively, and the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp or the Temporary Aid to Needy Families (TANF) Programs. If the applications and/or documentation are maintained at the school food authority level, they shall be readily retrievable by school." ref. Sec. 210.9(b) (18).

"Retain the individual applications for free and reduced price lunches/breakfasts/snacks submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraphs (b) (17) and (d) (8) of sections 210.9 and 215.7 respectively." Provision Schools have a retention period longer than 3 years. ref. Secs. 210.9(b) (19), 215.7(d) (8) and 220.7(e) (14).

Make maximum use of the reimbursement payments to reduce the price of meals served to paying children.

Food service or food items shall not be offered in competition with program meals in accordance with State Policy.

Require certification of the school food service manager(s) and/or administrator in accordance with the State Policy.

"Recipient agencies, warehouses, carriers, or other persons to whom donated foods are delivered by the distributing agency

are responsible to the distributing agency for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by their fault or negligence." 7 CFR 250.12(b) (2)

"Recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution." 7 CFR Part 250.12(b) (3)

"Recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods." 7 CFR Part 250.12(b) (4)

By signature on this Agreement in accordance with 42 U.S. Code section 1352, title 31, as found in 7 CFR 3018, the School Food Authority certifies to the best of his or her knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The School Food Authority has agreed to participate in the program(s) as submitted "on-line" for participating schools listed on the School/Site Application and Snack Site Sheet, and accepts responsibility for providing free and reduced price meals or snacks to eligible children under its authority.

The School Food Authority assures the State Department of Education that it will uniformly implement the following to determine children's eligibility for free and reduced price meals and/or snacks in all National School Lunch Programs, School Breakfast Programs, Food Distribution Programs, and NSLP After School Care Snack Programs under its authority. In fulfilling its responsibilities the School Food Authority:

- a. Agrees to claim as free meals or snacks only those meals served to children from families whose

income is at or below the current free meal eligibility scale listed on the Income Eligibility Guidelines, or to children with an TANF or FDPIR case number, or children from food stamp households that provide a case number. Snacks can be claimed as free if 50% or more lunches are approved as free and reduced price.

- b. Agrees to claim as reduced price meals only those meals or snacks served to children from families whose income is at or below the current reduced meal eligibility scale listed on the Income Eligibility Guidelines.
- c. For pricing programs, agrees that the reduced price for a lunch will not exceed 40 cents, and that the reduced price for a breakfast will not exceed 30 cents, and that the reduced price for a snack will not exceed 15 cents, and that the reduced price charge established will be below the full price for a lunch or breakfast or snack.
- d. Agrees to have State Agency approval to implement the direct certification provision.
  - Documentation for those children certified as eligible by direct certification, which includes names of children from households currently certified to receive food stamps or TANF; specific identifying information, such as the children's birth dates, addresses, parents' names, social security numbers or other appropriate personal identifiers, will match the names of children identified by the food stamp/TANF office with the names of children attending schools in the SFA; the signature of the responsible official certifying that the children are members of households currently certified to receive food stamps or TANF; and the date. Documentation may be a computerized list or a letter provided by the food stamp or TANF office to the household to take to the school. The letter **must** contain the same information as listed above and be an official document.
  - The above documentation must be retrievable by school.
  - A notice to households advising them that their children are eligible for free meals or snacks, as appropriate, and that no further application is required; that the household should notify the school if they do not want their children to receive free

benefits; and that the household **must** notify the school when they are no longer certified to receive food stamps or TANF.

- Letters or notices and applications must be distributed to households of all children at the beginning of the school year to prevent overt identification and to ensure that no child is inadvertently excluded from participation.
- School food authorities that implement direct certification are not required to send the letter or notice and application to those households eligible under direct certification IF these materials are distributed through the mail, individual student packets, or other method that prevents the overt identification of children eligible for direct certification. Under this option, households eligible under direct certification will receive a letter notifying them that their children are eligible for free benefits, and other households will receive a parent letter or notice with an application form.

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

1. Work for their meals or milk.
2. Use a separate cafeteria.
3. Go through a separate serving line.
4. Enter the cafeteria through a separate entrance.
5. Eat meals or snack, at a different time.
6. Eat a meal or snack different from the meal(s) or snacks(s) offered all other children paying full price.

f. For pricing programs, agrees to establish and use a fair hearing procedure for: (1) household's appeals of the school's decisions on applications, (2) school officials' challenges to the correctness of

information on an application, (3) the continued eligibility of an child for free or reduced price meals. During the appeal and hearing, the child will continue to receive free and reduced meals.

Prior to initiating the hearing procedure, the parent/guardian or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, obtain an explanation of date submitted in the application and discuss decisions rendered. Such a conference shall not in any way prejudice or 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 School Food Authority (with pricing programs):

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(es).
7. That the hearing be conducted and the decision be made by a hearing official who did not participate in the decision under appeal or in any previous conference.
8. That the decision of the hearing official be based on oral and written evidence presented at the hearing and made a part of the hearing record.
9. That the parties concerned, and any

designated representative thereof, be notified in writing of the decision of the hearing official.

10. That for each hearing a written record be prepared, which includes: (a) the challenge or the decision under appeal, (b) documentary evidence and summary of any oral testimony, (c) the decision of the hearing official and, (d) a copy of the decision to the parties concerned.

11. That such written records be preserved for three years after the end of the school year to which they pertain and shall be available for examination by the parties concerned or their representatives at any reasonable time and place during such period.

g. Agrees that the designated determining official shall review applications/family size and income documentation and make determinations of eligibility. This official shall use the criteria outlined in this policy to determine which individual children are eligible for free or reduced price meals or snack and/or those individual children who may be claimed for free, reduced, or paid meals or snack.

h. Agrees to develop and send to each child's parent or guardian a letter (Form MS CNP-6(D) including only a copy of the reduced price income eligibility standards and an application (Form MS CNP-5(C) for free or reduced price meals. These forms shall be distributed at or about the beginning of each school year or whenever there is a change in eligibility criteria. An organization which chooses to use the Eligibility Documentation Sheet (Form MS CNP-7) agrees income documentation will be obtained for any child enrolled at the beginning of each school year or enrolling for the first time during the year, for whom free or reduced price meals or snacks are claimed.

Parents/guardians will be requested to complete the application and return it to the determining official for review. Such meal applications/income documentation and documentation of action taken will be maintained on file for three years after the end of the school year to which they pertain.

Applications may be filed at any time during the year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be supplied with such documents. If the child transfers from one school/institution to another, under the authority of the same school food authority, his eligibility for a free or reduced price meal or snack

will be transferred to, and honored by, the receiving school/institution.

All children from an eligible household will receive the same benefits with the exception of children approved for free meal or snack benefits based on receipt of TANF payments or food stamps. Parents or guardians will be notified individually of the approval or denial of their applications. Children will be served meals or snacks immediately upon the establishment of their eligibility.

It is recognized that in certain cases foster children are also eligible for these benefits. If a household has foster children living with them and wishes to apply for meals or snacks for these children, the household will be instructed to contact the school.

When an application is denied, parents or guardians will be provided written notification which shall include: (1) the reason for the denial of benefits e.g. income in excess of allowable limits or incomplete application; (2) notification of the right to appeal; (3) instructions on how to appeal; and (4) a statement reminding parents that they may reapply for free and reduced price benefits at any time during the school year. The reasons for ineligibility shall be properly documented and retained on file at the School Food Authority level.

i. Agrees that the designated verification official shall verify eligibility of applicant households in accordance with program regulations. Maintain records as follows: (1) a summary of the verification efforts; (2) the total number of applications on file by October 31; and (3) the percentage or number of applications verified. Compliance with these requirements will be monitored by the State Agency as part of its supervisory assistance monitoring and verification efforts. Verification will be conducted as required by 7 CFR Part 245.6a (a).

j. Agrees to provide to local unemployment office and any major employers contemplating or experiencing large layoffs, a public release containing the same information outlined in the parent letter, and the free/reduced eligibility scale. In addition, agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so. The public announcement must also state that meals or snacks are available for all children in attendance without regard to race, color, national origin, sex, age, or disability.

k. Agrees to use a detailed written collection procedure which adheres to the following criteria:

1. Guidance, including written detailed

- instructions on the operation of the meal count system, is developed and provided to all responsible personnel.
2. All personnel involved in the meal count system are knowledgeable and can adequately perform their duties and responsibilities.
  3. All applications have been approved in accordance with the regulations and in a timely manner.
  4. Category determinations are accurately recorded on the master roster and maintained throughout the year.
  5. Tickets, tokens, I.D.'s, etc. and master roster accurately reflect the students eligibility for free, reduced, or paid meals.
  6. Reimbursable meals are clearly identifiable.
  7. All meals are correctly counted at the point of service and recorded by category. The Point of Service Count shall be taken after a student has made all menu item selections and it is determined that the meal selected is reimbursable by category, Free, Reduced, and Paid.
  8. The cash collection system for reimbursable meals and other sales ensures that appropriate amounts of cash are collected and recorded for each sale category.
  9. A cash reconciliation system is used that: (1) determines on a daily basis whether cash collected reconciles with meal counts as recorded; (2) ensures that all differences are documented; and (3) ensures that corrective action is taken where needed.
  10. A system is in place to safeguard cash and tickets, tokens, I.D.'s, etc. from loss, theft, or misuse.
  11. Reports of daily meals and cash collected are complete and are compiled for the Claim for Reimbursement.
  12. Edit checks for individual schools are implemented to identify potential problems in the meal count system.
  13. Periodic monitoring and technical assistance are provided for each school to ensure compliance with the approved meal count system.
    - I. Agrees to submit "on-line" the collection procedure to be used by each school to collect money from children who pay for their meals or snacks and to account for the number of free, reduced price, and full price meals or snacks served. The procedure(s) will be used so that there is no overt identification of the children receiving reduced price meals or free meals or snacks. If the school has 50% or greater free and reduced price lunches, they must indicate how the total number of snacks served (schools may claim for reimbursement for one snack, per child, per day) will be counted daily. If the school has fewer than 50% free and reduced price lunches, the school must account for the number of free, reduced price, and full price snacks served, and must indicate the collection procedure to be used by each school to collect money from the children who pay for their snacks if they elect to charge for snacks. Provision 2 and 3 schools will have different collection procedures for the base year and the succeeding years. This must be a part of the collection procedures.
    - m. The School Food Authority shall keep full and accurate records of the food service program(s) to serve as a basis for claims for reimbursement and for audit and review purposes. The records to be kept with respect to each program include the following:
      1. Food Service.
        - A. Daily number of meals or snacks served to children, by type of meal/snack.
        - B. Daily number of meals or snacks served free or at reduced price or full price to children, by type of meals/snack.
      2. Program Revenue (Receipts).
        - A. From children's payments (Lunch and/or Breakfast and/or Snack).
        - B. From adult payments.
        - C. From extra food sales.

- D. From contract (catered) meals.
  - E. From Federal reimbursement.
  - F. From all other sources, including loans to the program.
3. Program Expenditures. (Supported by invoices, receipts, procurement documents or other evidence of expenditure.)
- A. For food or food service supplies.
  - B. For labor.
  - C. For non-expendable equipment.
  - D. For all other program expenditures.
  - E. For Indirect costs.
  - F. For all other cash disbursements, including repayment of loans, refunds, transfers of funds, etc.
4. Value of Donations to Program.
- A. Donated food, exclusive of food donated by USDA.
  - B. Donated services.
  - C. All other donations.
5. Program Management
- A. Menus and production records.
  - B. Free and reduced price meal applications.
  - C. Meal edit checks.
  - D. On site Reviews by SFA.

the School/Site Application or Snack Site Sheet as need arises, and the references herein to the School/Site Application or Snack Site Sheet shall be deemed to include such, as submitted for amendments. Any changes to the School/Site Application or Snack Site Sheet will be as submitted "on-line" and must be approved by the State Agency.

3. The State Agency shall promptly notify the School Food Authority of any change in the minimum meal requirements and of the assigned rate(s) of reimbursement.

4. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

5. 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) a person not under 21 chronological years of age in schools as defined in item N(2) below, and (3) not a student of high school grade or under as determined by the State Department of Education in schools as defined in item N(1) below.

B. **After School Care Program:** Means a program providing organized child care services to enrolled school-age children after school hours for the purpose of care and supervision of children. Those programs shall be distinct from any extracurricular programs organized primarily for scholastic, cultural, or athletic purposes.

C. **Child:** Means either: (1) In schools as defined in N(1), a student of high school grade or

**THE STATE AGENCY AND THE SCHOOL FOOD AUTHORITY MUTUALLY AGREE THAT:**

- 1. All applicable forms are part of this Agreement.
- 2. Schools/sites may be added or deleted by an amendment submitted "on-line" for

under and who is enrolled in an educational unit of high school grade or under as determined by the State Educational agency, including students who are mentally or physically handicapped as defined by the State and who are participating in a school program established for the mentally or physically handicapped or (2) enrolled in schools as defined in n(2), and a person under 21 chronological years of age. (3) For purposes of reimbursement for snacks served in NSLP After School Care Snack Programs, a student enrolled in the ASC Program operated by an eligible school is 18 years of age or younger or turns 19 during the school year.

D. **Meals:** Means food served at a school under the indicated program(s) which meet the applicable nutritional requirements set forth in 7 CFR Parts 210 and 220. "Meals" thus means Breakfast or Lunch or Snack, whichever is applicable.

E. **Milk:** Means pasteurized fluid types of unflavored or flavored milk, whole, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk except that, in the meal pattern for infants (birth through 11 months) milk means iron-fortified infant formula or breast milk. All milk should contain Vitamins A and D at levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.

F. **Net Cash Resources:** Means all monies that are available to a School Food Authority's nonprofit school food service at any given time. Such monies include, but are not limited to, cash on hand, cash receivable,

accrued earnings on investments, cash on deposit and the value of stocks, bonds or other negotiable securities less cash payable.

G. **Nonprofit School Food Service:** Means all food service operations are conducted by the School Food Authority principally for the benefit of school children, all of the revenue from which is used solely for the operation or improvement of such food service.

H. **Nonprofit:** When applied to schools, institutions or child care centers eligible for the Programs means exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

I. **Nutrient Standard Menu Planning/Assisted Nutrient Standard Menu Planning.** Means ways to develop lunch menus based on the analysis for nutrients in the menu items and foods offered over a school week to determine if specific levels for a set of key nutrients and calories were met in accordance with 210.10(i)(5).

J. **Provision 1, 2, and 3:** Means 3 alternative methods or provisions to the normal requirements for annual determinations of eligibility for free and reduced price meals and daily meal counts by type (free, reduced price, and paid meals) at the point of service. A cost analysis is necessary before a school district participates in Provision 2 or 3. A school district will be agreeing to pay the program costs in excess of reimbursement from funds other than Federal funds.

K. **Recipient Agency:** Means

School Food Authorities receiving USDA Donated Foods for use in their National School Lunch and/or Breakfast Programs.

limited to: homes for the mentally, emotionally, or physically impaired, unmarried mothers and their infants; group homes; halfway houses; orphanages; temporary shelters for abused children and for runaway children; long-term care facilities for chronically ill children; and juvenile detention centers.

L. **Revenue:** When applied to nonprofit school food service means all monies received by the nonprofit school food service including, but not limited to, children's payments, earnings on investments, other local revenues, State revenues, and Federal cash reimbursements.

6. This agreement may be terminated upon 10 days written notice on the part of either party hereto, and the State Agency may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement or if the regulations have not been fully complied with by the School Food Authority. Any termination of this Agreement by the State Agency shall be in accord with applicable laws and regulations.

M. **School Food Authority:** Means the governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a food service program therein.

7. 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. Any alterations in the provisions of this Agreement shall have approval prior to implementation.

N. **School:** Means (1) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or private nonprofit private ownership in a single building or complex of buildings; (2) any public or private nonprofit classes of preprimary grade when they are conducted in a school; or (3) any public or private nonprofit residential child care institution (RCCI), or distinct part of such institution, which operates principally for the care of children, and if private, is licenses to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, *except for* residential summer camps which participate in the Summer Food Service Program for children, Job Corps centers funded by the Dept. of Labor, and private foster homes. The term "residential child care institution" includes, but is not

8. The following forms are submitted as a part of this Agreement and may be modified or amended by the consent in writing of both parties hereto. If you are filing your Agreement and Application on-line, all information will reference "as submitted on-line".

MS CNP-1 - School Food Authority Application for Participation

MS CNP-1a - Nonpublic School Food Authority Application for Participation

MS CNP-2 - School/site Application for Participation

MS CNP-2a – NSLP After School Care Snack Program Site Sheet

MS CNP-3 - Schedule of Collection and Meal Count Procedures for Participating Schools/Sites - Pricing Programs

MS CNP-3a - Non-Pricing Programs Detailed Meal Count Procedure

MS CNP-4 - Free and Reduced Price  
Meal Eligibility Scale

MS CNP-5(C) - Free and Reduced  
Application (Individual, Household)

MS CNP-6(D) - Free and Reduced  
Application Instructions/Parent Letter

- (1) Individual/Single Child — Pricing;
- (2) Household/Multi Child — Optional for Pricing Programs;
- (3) Individual/Single Child — Non-Pricing;
- (4) Individual/Single Child—Provision 2 or 3 Breakfast Only;
- (5) Individual/Single Child—Provision 2 or 3 Lunch Only;
- (6) Individual/Single Child—Provision 2 or 3 Breakfast and Lunch.

MS CNP-7 - Free and Reduced Price  
Meal Eligibility Documentation Sheet

MS CNP-8 - Parent Notification of  
Eligibility Determination - Pricing  
Programs

MS CNP-9 – Letter to Households:  
Notification of Selection for Verification  
And Request for Proof of Eligibility

MS CNP-10 – Letter of Verification  
Results and Adverse Action for Income  
Households

MS CNP-11 - Letter of Adverse Action for  
Food Stamp/TANF Households

MS CNP-12 – State Agency Public  
Release Statement

MS CNP-13 - Designated Administrative  
Titles (Hearing, Determining, and  
Verification Officials)

MS CNP-14 - Request for Severe Need  
Breakfast

MS CNP-15 - Request for Provision 2 or  
3 (Request to implement, continue or  
terminate)

Certification Regarding Drug-Free Workplace Requirements  
Place of Performance: School Food Authority and all applicable sites.

(Grantees Other Than Individuals)

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
  - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affect grant;
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, e, and f.