**Agreement amendment**

**between the**

**State Board of Education, North Carolina Department of Public Instruction - and the**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(print name of LEA)**

**to operate the**

**Community Eligibility Provision**

This Agreement amendment is between the North Carolina Department of Public Instruction/State Board of Education, hereinafter referred to as the “State Agency” (SA), and the Local Education Agency/School Food Authority (LEA/SFA) and covers the period from **July 1, 2023 to June 30, 2024.** The undersigned has the authority to enter this Agreement to participate in the Community Eligibility Provision (CEP) hereinafter referred to as the “CEP,” as authorized by Section 11(a)(1) of the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1759a(a)(1)) to provide an alternative to household applications for free and reduced-price meals in SFAs and schools in high poverty areas. The SFA and/or participating school(s) may cease participation in the CEP during the four-year cycle by notifying the State agency no later than June 30th of the school year prior to the year in which they want to return to traditional meal counting and claiming procedures.

A. It is mutually agreed between the State Agency and the SFA that:

1. The SFA agrees to serve all children in the participating school(s) breakfast and lunch at no cost for four (4) successive school years.
2. The SFA must have a percentage of enrolled students who were Identified Students as per the SFA Verification Summary Report or as of April 1st of the year prior to participating in CEP that is greater than or equal to 40%.
3. The LEA agrees to pay, from sources other than Federal funds, the costs of serving breakfast and lunches that are in excess of the Federal assistance received, including Federal cash reimbursement.
4. The SFA agrees not to collect free and reduced-price meal applications that will be used for meal price determination from households in participating schools in subsequent years during the period of participation in CEP.
5. The SFA agrees to maintain a total count of breakfasts and lunches served at the point of service daily by school site.
6. The LEA agrees to abide by all requirements for applying and administering the CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1759a(a)(1)) and subsequent policy and guidance issued by the US Department of Agriculture.
7. The SFA agrees to follow all guidelines from 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 (2017) or most current guidance.
8. The SFA agrees to submit claims for reimbursement before the tenth of each month.

B. General Conditions

1. This Agreement amendment is non-transferable.

2. Neither the SA nor the LEA has an obligation to renew this Agreement amendment.

3. This Agreement amendment is contingent upon the availability of funds.

Signatures

On behalf of the NC Department of Public Instruction:

Dr. Lynn Harvey, RDN, LDN, FAND, SNS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Senior Director, Office of School Nutrition

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

On behalf of the LEA:

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Print Name of Superintendent

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Signature Date

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Print Name of School Nutrition Administrator

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Signature Date

This Agreement amendment does not constitute the entire Agreement between the parties with respect to subject matter thereof.