



# NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION

Catherine Truitt, *Superintendent of Public Instruction*

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## **Addendum to the Agreement Amendment between the North Carolina Department of Public Instruction - State Board of Education and the**

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(print name of LEA)

### **to operate the USDA Fresh Fruit and Vegetable Program**

This Agreement amendment is between the North Carolina Department of Public Instruction - State Board of Education, hereinafter referred to as the "State Agency", and the Local Education Agency and covers the period from \_\_\_\_\_.

The undersigned has the authority to enter this Agreement amendment to participate in the US Department of Agriculture (USDA) Fresh Fruit and Vegetable Program, hereinafter referred to as "the FFVP," as authorized by Section 120 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

A It is mutually agreed between the State Agency (SA) and Local Education Agency (LEA) that:

1. FFVP funds will be used for specific Program purposes as authorized in Section 120 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) and for no other purpose.
2. Both parties will abide with all the requirements for operating the FFVP as stated in Section 120 of the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).
3. The FFVP will be operated in the approved school or schools named below:

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(Name of School/Schools)

under its jurisdiction for the service of approved fresh fruits and fresh vegetables in accordance with local, State, and Federal regulations and requirements.

4. The school or schools identified in Section A. 3. of this Agreement amendment will operate the Program in accordance with the plan outlined in the signed School Profile/Proposal Application that was submitted as part of the FFVP application/selection process.
5. Fresh fruits and vegetables will be made available to all students enrolled in the participating school.
6. The FFVP will be offered during the regular school year, excluding holidays and summer or other breaks.

### **OFFICE OF SCHOOL NUTRITION**

Lynn Harvey, *Ed.D., RDN, LDN, FAND, SNS, Senior Director* | [lynn.harvey@dpi.nc.gov](mailto:lynn.harvey@dpi.nc.gov)  
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AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

7. Fresh fruits and vegetables will be served to students during the instructional school day, a minimum of two days a week, and separately from the National School Lunch Program and School Breakfast Program service times.
8. A variety of fresh fruits and vegetables as defined in 7 CFR Part 211.2 will be offered to students participating in the FFVP. The types of fruits and vegetables and portion sizes should reflect the ages and preferences of students. Frozen, canned, dried, and other types of processed fruits and vegetables are not allowed.
9. Condiments for vegetables, if provided, must be a low-fat product and must be limited to what is commonly noted as a "serving size" for condiments, as shown on Nutrition Facts labels: 1 to 2 tablespoons; condiments for fruit are not allowable expenses.
10. The service of cooked fresh vegetables will be limited to no more than once each week and a corresponding nutrition education lesson is required. Other ingredients in the cooked fresh vegetable dish must be low-fat and are not reimbursable.
11. The availability of free fresh fruits and vegetables for children will be publicized widely within the school through use of the public-address system, flyers and other usual means of communication and ensure that the only adults allowed to partake of the FFVP components are teachers who are in the classroom with the students during the FFVP snack service.
12. FFVP activities and age-appropriate nutrition education will be offered simultaneously with other school efforts to promote health, nutrition, healthy weight, and physical activity.
13. School Nutrition personnel will participate in FFVP continuing education offered by the School Food Authority and/or State Agency, as applicable.
14. FFVP funds will be used primarily for the purchase of fresh fruits and vegetables.
15. A financial management system as prescribed by the State Agency will be established and used, and funds will be utilized in a timely manner as instructed in 7 CFR Part 211.5.
16. Claims for reimbursement will be submitted in a timely manner; such claims for reimbursement will consist only of the purchase of fresh fruits and vegetables served to students, allowable small supplies and small wares, large equipment approved by SA, and minimal FFVP labor.
17. Failure to submit accurate expenditure information will result in the disallowance of payments and may result in suspension or termination from the FFVP.
18. Failure to submit accurate expenditure information or should claims reflect embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR Part 210.26 will apply.
19. Comply with the requirements of the Department's regulations respecting nondiscrimination (7 CFR parts 15, 15a, and 15b).
20. Comply with the applicable procurement requirements found at 7 CFR Part 211.13 and 2 CFR 200.317 - 326.

21. Schools listed in Section A. 3. will follow Hazard Analysis Critical Control Point (HACCP) principles, and sanitation and health standards under the State and local law and regulations in conformance with 7 CFR Part 210.13 and 7 CFR Part 220. 7, respectively, for schools participating in the National School Lunch and School Breakfast Programs.

22. In the event of a natural disaster, pandemic, or other emergency, participating schools will be required to comply with all USDA Policy Memorandums currently issued and approved waivers with guidance for program operation until instructed otherwise by the State Agency.

23. Schools listed in Section A. 3. will comply with all Program requirements specified 7 CFR Part 211 in their entirety.

24. All records pertaining to the FFVP will be made available to the State Agency and to the USDA Food and Nutrition Service for audit and administrative review, at any reasonable time and place. Such records must be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

25. Failure to comply with the requirements of the FFVP and/or to obtain prior consent from the State Agency for activities beyond the scope of the LEA's application/proposal submitted on behalf of the school, will result in termination of the FFVP.

## **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:

Lynn Harvey, Ed.D., 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 or Chairman/Charter School Board of Directors

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Signature

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Date

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Print Name of School Nutrition Administrator

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Signature

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Date

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

Please return this completed form to Jacquelyn McGowan via **email** at [Jacquelyn.mcgowan@dpi.nc.gov](mailto:Jacquelyn.mcgowan@dpi.nc.gov)

or

**mail to:**

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