

**State Board of Education  
North Carolina Department of Public Instruction**

**2022 - 2023  
Agreement Renewal to  
Administer  
the Federally-Assisted  
School Nutrition Programs**

***Residential Child Care  
Institutions***

**Agreement Renewal Documents Include:**

1. 2022 - 2023 Agreement
2. 2022 - 2023 Policy Statement for Providing Free and Reduced-Price Meals to Students
3. 2022 - 2023 Agreement Signature Page
4. Local Wellness Policy Responsibility Document
5. Attestation of Compliance with Meal Pattern Requirements
6. Effective Date of Free or Reduced-Price School Meals Household Application Eligibility Determination (if applicable)

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

**School Year 2022 – 2023**

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); and (4) Public Law 105 – 336 authorizing reimbursement for snacks; and (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (formerly known as the Seamless Summer Food Service Program); and (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; and (7) Public Law 111-296 the Healthy, Hunger Free Kids Act of 2010; and (8) 2 CFR Part 200 (formerly Office of Management and Budget Circular A-87) Uniform Administrative Requirements, cost principles and audit requirements for federal awards which stipulates allowable and unallowable expenses in the nonprofit School Nutrition Program; and 2 CFR Part 200.317 – 326 which governs the procurement of goods and services using School Nutrition funds; and (9) 2 CFR part 200, subpart F, which describes the responsibilities for managing sub-awards and requirements for sub-recipient audits; and (10) North Carolina General Statutes 115C-264 and 115C – 450 and subsequent amendments governing the operation of the School Nutrition Programs within the state of North Carolina and Session Law 21 – 342 (Eliminate Reduced Price Breakfast); and (11) policies adopted by the State Board of Education that govern the operation of the School Nutrition Programs in the public schools of North Carolina; and (12) any requirements resulting from session laws enacted by the N.C. General Assembly for the period of this agreement.

The State Board of Education, North Carolina Department of Public Instruction (NCDPI), hereinafter referred to as the "State Agency (SA)," and the Facility/Site 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 School Nutrition Programs to be operated by the SFA.

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.

**A. The State Agency (SA)**

1. 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;

2. Agrees that it will supply, in writing, to the above named SFA's School 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;

3. 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;

4. Reserves the right to disallow any claim for reimbursement, to withhold Federal School Nutrition funds and/or to recover any School 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;

5. Shall execute this Agreement.

**B. The School Food Authority (SFA)**

1. Shall apply to the SA to administer the School Nutrition Program(s) for the 2022 – 2023 school year and shall provide all documents required for any school or site in which it desires to operate any of the School 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 School Nutrition Program and observe the limitations on the use of School Nutrition Program revenues as set forth in 7 CFR 210.14 (a), 7 CFR 220.6 and 2 CFR Part 225; assure all Federal School Nutrition Funds and all other sources of income that accrues to the nonprofit School 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 School Nutrition funds are used only to support and/or enhance the nonprofit School Nutrition Program and for no other purpose; deposit all revenues received in the School Nutrition Program into the program's nonprofit account; agree that once funds are commingled with other School 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 School Nutrition Program account prior to September 30 of each year such that no bad debt is carried in the non-profit School Nutrition account beyond September 30;

**b.** Implement and monitor written cash management procedures for the School 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 daily; 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 School Nutrition Program to an amount that does not exceed three (3) months average expenditures for its non-profit School 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);

**d.** Provide sufficient funds to the nonprofit School 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 funds from other allowable non-Federal sources provided to the non-profit School 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;

**e.** Assess indirect cost to the School 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 two month's operating balance as defined by the statute; document the Facility/Site's methodology for assessing indirect cost by completing an annual Indirect Cost Letter of Intent where allowable, assess indirect cost at a rate that does not exceed eight percent (8%) as established in G.S. 115C-450, and apply the rate to salaries/benefits, supplies and travel directly attributable to the School Nutrition Program and to no other cost objectives; assess the impact on program sustainability when assessing indirect cost to the school nutrition program.

**f.** Comply with the requirements of the 7 CFR 220.16 and 210.21 and subsequent USDA Policy Memoranda 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 School 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 clearly addressing the provision in applicable solicitations and contract language and by purchasing domestic agricultural commodities or products to the extent practicable and by approving all non-domestic foods in advance, should foods of non-domestic origin be used as a result of cost, availability or other factors considered under the provision; obtain prior approval from the School 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 School Nutrition funds and makes the entire procurement amount that was conducted using Federal School Nutrition funds subject to reclaim by the State Agency;

**g.** As prescribed in 7 CFR 210.10 and 220.8, serve nutritious, well-balance and age appropriate meals to all children as prescribed in 7 CFR 210.10 and 220.8 to improve their diets and safeguard their health; follow as food based menu planning approach and produce enough food to offer each child at minimum, the food components and quantities specified in the meal pattern for each age/grade group served; meals planned for grades K-12 must meet dietary specifications for calories, saturated fat, sodium and trans-fat for lunch and breakfast; schools serving meals to children ages 1 through 4 must serve at minimum, the food components and quantities required in the lunch and breakfast meal patterns established for the Child and Adult Care Food Program, set forth in 7 CFR 210.10(p) and 7 CFR 210.10(q) as applicable; 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, prepared, offered and leftover; nutrition labels and specifications for food products and ingredients used in the preparation of current school menu items, meal component and quantity worksheets; agree that senior high schools (as defined by the SA) must participate in offer versus serve provision at lunch; 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 and at breakfast when breakfast is served in the cafeteria; submit a complete attestation form as a means of documenting compliance with the requirements for performance-based reimbursement; post signage for students explaining the minimum components and/or food items that constitutes a reimbursable meal including the requirement to select at least ½ cup fruit or vegetable for the NSLP as prescribed in 7 CFR 210.10(a)(2) and at breakfast 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; schools participating in the SBP must inform families of the availability of breakfasts. A notification of the availability of breakfast must be relayed just prior to or at the beginning of the school year in the informational packets that are sent to each household with free and reduced-price meal applications for the new school year. In addition, schools should send reminders regarding the availability of the SBP multiple times throughout the school year. Schools can provide reminders to children through their public address systems in schools or through means normally used to communicate with the households of enrolled children. Other acceptable outreach activities may include developing or disseminating printed or electronic material to families and school children;

**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 (2017) or most recent guidance; conduct a second review or independent review of all household

applications; 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 Stamps Program) and/or Work First Cash Assistance (formerly Temporary Assistance for Needy Families or 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; participate in the USDA-approved *Medicaid Demonstration Project* (if selected to do so) to examine the impact of Medicaid enrollment on the direct certification of Medicaid-eligible students; 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; and should validate case number(s)/other identifier(s) listed on the application;

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 Work First Cash Assistance (formerly Temporary Assistance to Needy Families or 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 (using a method 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"* (2017) or most current guidance. 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; 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 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; account for any alternate meals served to students through a local Board-approved Meal Charge Policy or other internal procedure as approved by the Facility/Site; systems must ensure that children are not overtly identified through the SFA's meal counting and claiming system.

**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; establish internal controls that ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement; conduct daily edit checks using the daily Average Daily Membership (ADM) and the Average Daily Attendance (ADA) 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 School 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 10<sup>th</sup> of each month; (should the 10<sup>th</sup> 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 School Nutrition cafeteria employees to be paid for by the individual or from sources other than School Nutrition Program funds; ensure that School Nutrition funds are used only for the purpose of providing meals and/or snacks to eligible students as these funds may not be used to support or supplant adult meals and/or snacks;

**p.** Perform no less than one comprehensive on-site review 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 for the National School Lunch Program (NSLP) and

the School Breakfast Program (SBP); conduct the on-site review of each school prior to February 1 of each school year. SFAs are required to establish internal controls which ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement. The internal controls must include an on-site review of the readily observable general areas of review identified under 7 CFR 201.18(h) and the meal counting and claiming system employed by each school (as defined in 7 CFR Part 210.2) approved to participate in the NSLP and at 50% of the schools approved to participate in the SBP within the jurisdiction of the SFA. While the annual requirement is to complete 50% of the schools approved to participate in the SBP in the SFA's jurisdiction, each school approved to participate in the SBP must be reviewed at least once every two years. If the review discloses problems with a facility's meal counting or claiming procedures, or in a readily observable general area, the school food authority shall: ensure that the facility implements corrective action; and, within 45 calendar days of the review, conducts a follow-up on-site review to determine that the corrective action resolved the problems. Each review shall ensure that the facility's claim is based on the counting system authorized by the State Agency under §210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation;

**q.** Establish and enforce rules that prevent the sale of foods and beverages in competition with the School Nutrition Program as set forth in 7 CFR 210.11 and 220.12, NC General Statute 115C-264 and SBE Policy #CHNU-000; assure all revenues for food and beverages sold to students from 12:01 AM through the time the school cafeteria ceases meal service until 30 minutes after the dismissal bell rings for the day accrue to the non-profit School Nutrition Program; agree that violations of the Competitive Foods Regulations (7 CFR 210.11 and 220.12, NC General Statute 115C-264 and SBE Policy ##CHNU-000) will result in repayment of funds to the SFA's non-profit School Nutrition Program from the operating account of the school found to be in violation of the regulations; agrees to comply with the Interim Final Rule on entitled *Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010*;

**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 School 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 School Nutrition Administrator and his/her designee in the School 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 School 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 end of the fiscal year 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 School Nutrition Programs may not be used to discipline or punish students, nor shall meals or snacks be used as rewards;

**t.** Maintain 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 a Registered Environmental Health Specialist (REHS) in each school or site included in this Agreement; If the local EHS does not complete a minimum of two (2) health inspections each school year, it is the responsibility of the SFA to request in writing that an inspection is solicited. The SFA is to retain a copy of the letter(s) 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. All North Carolina School Nutrition Program Administrators/Directors are required to achieve and maintain Certified Food Protection Manager (CFPM) certification by passing an American National Standards Institute (ANSI) approved food safety exam. New Directors must obtain the certification within five (5) years prior to their starting date as Director or complete certification within thirty (30) days of being hired as a Director. Supervisors and Assistant Directors are usually central office personnel who work under the direct supervision of the School Food Authority (SFA) Director of the School Nutrition Program, and thus, are subject to the same professional standards for annual continuing education as Directors and should also maintain CFPM status.

**u.** Maintain a sufficient number of trained staff in the central office to ensure adequate monitoring and oversight of the School 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 safe and unadulterated food to students;

**v.** No later than December 1, March 1 and the first day of End of Grade testing (May), or during any other period required by the SA, the SFA provide the SA with a list of all elementary schools under its jurisdiction in which fifty (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 fifty (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 School Nutrition Program; require School Nutrition employees to attend professional development improvement and continuing education activities conducted by or facilitated by School Nutrition Administrators within the SFA; Provide professional development and continuing education opportunities for all School Nutrition Staff meeting the USDA *Professional Standards for State and Local School Nutrition Programs Personnel as*

*required by the Healthy, Hunger-Free Kids Act of 2010*; and implement an acceptable method of tracking the continuing education hours completed by each employee;

**x.** Upon request, make all accounts and records pertaining to its School 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 end of the fiscal year 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 State Board of Education Healthy Active Children Policy and Facility/Site'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 School Nutrition Administrator unless the School 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 Facility/Site 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 Healthy Active Children Policy and 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 Facility/Site'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 School 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 program at 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 end of the fiscal year of 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 ii 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 (2) times per year; the first review shall be made during the first four (4) weeks that the ASSP is in operation each school year, except that an after school program operating year round shall be reviewed during the first four (4) 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. Shall comply with USDA's Civil Rights Guidance as contained in FNS Instruction 113-1 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.

6. 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.”

7. Abide with conditions prescribed in USDA Waivers when indicated. When conditions (natural disasters, pandemics or other) warrant program flexibilities made possible through USDA waivers that promote the service of nutritious meals to students/children in a manner that supports program integrity, the SFA agrees to administer, operationalize, manage, monitor waiver implementation while fulfilling all reporting and auditing requirements related to the waivers accepted by the SFA.
8. Agree to have an audit conducted annually of all Federally-assisted School Nutrition Programs subject to the “Single Audit Act” and applicable federal circulars.

**C. The SA and the SFA mutually agree that:**

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 School 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. *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;

**d. *Nonprofit School 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;

**e. *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;

**f. *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, 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 School 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 School 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 Facility/Site 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 FACILITY/SITE/SFA and the SA to administer the Federally-assisted School 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 Facility/Site/SFA assures the North Carolina State Board of Education, Department of Public Instruction, that the Facility/Site/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 Facility/Site/SFA agrees to the following provisions:

- A. 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), Work First Cash Assistance (formerly Temporary Assistance for Needy Families or 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. 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. 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, disclosed 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 School 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 School Nutrition Administrator to serve as the Determining Official for the Facility/Site; the Determining Official shall determine student's meal eligibility status based on the 2022 – 2023 eligibility guidelines. 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. (Note: the Determining Official may not serve as the Hearing Official. See Item L.) Facilities are responsible for assuring that the certification and verification processes meet all regulatory requirements and polices including the calculation of income frequencies.
- 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 Facility/Site, 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.

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 Facility/Site or other School 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 Facility/Site 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), Work First Cash Assistance (formerly Temporary Assistance for Needy Families or 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 after the end of the fiscal year:
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 review of all applications to ensure the applications are complete and benefits are accurately issued. This includes applications that were initially determined to be ineligible for free and reduced price benefits (i.e. denied by the initial reviewer).
- K. Designate individuals within the Facility/Site 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 Facility/Site's determining official for the purpose of determining categorical eligibility for students who meet pre-established criteria.

- 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 Facility/Site:

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 Facility/Site is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the Facility/Site will provide specific information about applying for free or reduced price school meal benefits to employees whose children may be enrolled in the Facility/Site. In addition, the Facility/Site agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so. The public release must inform the household to contact the school or Facility/Site if any student was not listed on the application.
- N. 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.
- O. Submit to the North Carolina Department of Public Instruction, School 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-Assisted School Nutrition Program(s)  
 For Residential Child Care Institutions (RCCI)  
 School Year 2022 – 2023  
 Signature Page**

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2022–2023 Agreement and Free and Reduced Price Policy Statement to operate the Federally-assisted School Nutrition Program(s) and will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

\_\_\_\_\_ [Name of RCCI] \_\_\_\_\_ [RCCI] Agr #]

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

Chief/Executive/Operating Officer:

\_\_\_\_\_ [Print] \_\_\_\_\_ [Signature] \_\_\_\_\_ [Date]

School Nutrition Program Administrator:

\_\_\_\_\_ [Print] \_\_\_\_\_ [Signature] \_\_\_\_\_ [Date]

Finance Director:

\_\_\_\_\_ [Print] \_\_\_\_\_ [Signature] \_\_\_\_\_ [Date]

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

Director, School Nutrition and District Operations:

Lynn Harvey, EdD, RDN, LDN, FAND, SNS \_\_\_\_\_ [Signature] \_\_\_\_\_ [Date]  
 [Print]

**NOTE:** This signature page must be provided in addition to the automated renewal of the application between the Facility/Site, the School Food Authority (SFA) and the North Carolina State Board of Education, Department of Public Instruction, to administer the Federally-assisted School 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 by June 17, 2022 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 Facility/Site participating in the School 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 a broad group of stakeholders – including but not limited to 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, at a minimum, a triennial 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 a Facility/Site 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 ten components of Coordinated School Health with operational responsibility for ensuring that each school within the F/Site complies with the Local Wellness Policy.

In North Carolina, facilities 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. Facilities must submit an annual written report indicating the Facility/Site's progress towards achieving the goals as stated in the Healthy Active Children Policy and the Local Wellness Policy and conduct at least 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 Facility/Site's progress made in attaining the goals of the Local Wellness Policy and make the evaluation results available to the public.

# [INSERT DISTRICT/SCHOOL LETTERHEAD]

[Insert Date]

TO: Lynn Harvey, Ed.D., RDN, LDN, FAND, SNS  
Director, School Nutrition and District Operations

FROM: [Insert SFA Administrator Name]  
[Insert Title]

RE: Attestation of Compliance with Meal Pattern Requirements

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I, [Insert SFA Administrator], as the duly authorized representative of [Insert SFA Name], do hereby attest that the aforementioned SFA and all schools under its jurisdiction operating the National School Lunch Program authorized under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq), and/or the School Breakfast Program authorized under the Child Nutrition Act of 1966 (42 U.S.C. 1773), are in compliance with the meal pattern requirements that became effective School Year 2012 – 2013, as set forth in 7 CFR Part 210.10 and 220.23, as applicable and with the School Nutrition Programs including the **Transitional Standards for Milk, Whole Grains and Sodium**. In addition, for School Year 2022 - 2023, [Insert SFA Name] attests that::

- Documentation submitted for certification is representative of the ongoing meal service within the SFA;
- The minimum required food quantities for all meal components are available to students in every serving line;
- All labels and/or manufacturer specifications for food products and ingredients used to prepare school meals indicate zero grams of trans fat per serving;
- The breakfast requirements set forth in 7 CFR 220.8(b) will be met (applicable only if SFA serves breakfast);
- Target 1 of sodium restrictions will be met and **at least eighty (80) percent** of the weekly grains in the school lunch and breakfast menu will be whole grain-rich;

- All Pre-K meals are compliant with the pre-k meal patterns set forth in 7 CFR 210.10(p) and 7 CFR 210.10(q) as applicable, using the flexibilities available under 7 CFR 210.18(1)(2) and 226.14(b)..

I certify that this attestation is true and correct, and therefore, I believe [Insert SFA Name] is eligible for the performance-based reimbursement.

I understand that if the State Agency determines the SFA to be noncompliant with one or more of the requirements set forth in this attestation statement, fiscal action will include, deactivating the performance-based reimbursement, disallowance of meals, and/or withholding of payment. In addition, I understand that an attestation of compliance must be submitted annually to the State Agency prior to July 1 of each year through the School Year beginning July 1, 2014, to attest full compliance with the subsequent year meal pattern requirements.

**School Food Authority**

**State Agency**

Submitted By

Received by

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

School Nutrition Program Administrator  
Title

Director, School Nutrition and District Operations  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

