



DEPARTMENT OF EDUCATION

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AGREEMENT FOR PARTICIPATION IN THE NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM, AFTER SCHOOL SNACK PROGRAM, AND SPECIAL MILK PROGRAM

- _____ National School Lunch Program
- _____ School Breakfast Program
- _____ Afterschool Snack Program
- _____ Special Milk Program

In order to effectuate the purposes of the National School Lunch Act as amended (42 U.S.C. 1751 et seq.) and the Child Nutrition Act as amended (42 U.S.C. 1771 et. seq.) and the Regulations issued thereunder the Delaware Department of Education, hereinafter referred to as the "Department," and _____, whose address is _____ in the City of _____, State of Delaware _____ (zip), hereinafter referred to as the "School Food Authority" covenant and agree as follows:

This Agreement shall be effective for the current school year commencing on July 1, school year _____. The Department may renew the Agreement for each school year thereafter through the annual reapplication process, which will be announced each year by May 15 and concluded by August 15. The Department will provide written notice of renewal to the School Food Authority, upon successful reapplication, as soon as practicable after funds have been appropriated by Congress for carrying out the purposes of the National School Lunch Act and the Child Nutrition Act during each such school year. In any event, however, this Agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and the Department may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the School Food Authority.

The Department Agrees That:

To the extent of funds available, the Department shall reimburse the School Food Authority in connection with the cost of operating school food programs in the schools listed in the application packet in Delaware Nutrition Application and Accounting System (DENARS) in any school year during which this Agreement is in effect. The amount of reimbursement on behalf of any school shall not exceed an amount equal to the number of lunches/breakfasts/snacks/milks served to children of high school grade or under multiplied by the rate assigned by the United States Department of Agriculture (USDA) or be such other rates as may be subsequently assigned by the Department and/or USDA.

The School Food Authority Agrees That:

In general, it will supervise school food operations in the schools listed as part of the application packet in DENARS, in particular, will require each school to:

1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues set forth in Section 210.14(a) and the limitations on any competitive school food service as set forth in Section 210.11(b);
2. 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 Section 210.19(a);
3. Serve meals during designated lunch/breakfast/snack periods which meet the minimum requirements prescribed in 7 CFR Parts 210 and 220 Federal Register/Vol.77, No. 17;
4. Price the meals as a unit;
5. Offer a selection of menu items and foods from which children may make choices, whenever possible;
6. Implement “offer versus serve” for senior high school students at lunch, with the School Food Authority’s discretion to implement this option for students below the senior high school level as prescribed in Section 210.10 for lunch and 220.8 for breakfast (whichever are applicable) and for senior high schools at breakfast;
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 Part SO.3 and 42; and Food and Nutrition Service (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 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 nondiscrimination laws and permit authorized USDA personnel during hours of program operation 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, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

8. Each School Food Authority of lunch, breakfast, and snack programs shall develop a policy statement covering the criteria used in the attendance units under its jurisdiction in determining the eligibility of children for a free or reduced-price meal or supplement. Such statement shall include a plan for collecting payments from paying children while accounting for those receiving

free or reduced-price meals in order that such children shall not be identified as such to their peers. As a minimum, the number in the family unit as related to income scale shall be the basis for providing free meals and milk or reduced-price meals. Such policy statement shall be written, publicly announced and applied equitably to the children in all such attendance units.

9. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches/breakfasts/snacks/milks served to eligible children in accordance with 7 CFR part 210;
10. Submit claims for reimbursement by the 10th of each month for the preceding month in accordance with procedures established by the Department and prescribed in Section 210.8, Section 210.9(b)(8) and Section 220.7(e)(7). School Food Authorities shall plan for and prepare lunches, breakfasts, and/or snacks on the basis of participation trends with the objective of providing one lunch, breakfast, and/or snack per child, per day. Menu, production and participation records shall be maintained to demonstrate positive action toward this objective;
11. 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;
12. Establish internal controls as prescribed by Section 210.8(a) which ensure the accuracy of lunch and breakfast counts prior to the submission of the monthly Claim for Reimbursement. At a minimum, these internal controls shall include an on-site review of the lunch and breakfast counting and claiming systems employed by each school within the jurisdiction of the School Food Authority and a claims review process (“edit check” of lunch and breakfast counts) as prescribed in Section 210.8 (a)(1) and (2) prior to February 1 each year.
13. Comply with “Competitive Food Service and Standards” regulations or instructions established by Section 210.11(b)(1) and (2) of the National School Lunch;
14. Enter into an agreement to receive donated foods as required by 7 CFR part 250;
15. 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 Office of Management and Budget, Government Support Services, Food Distribution, Federal Food Commodities Program;
16. Maintain necessary facilities for storing, preparing and/or serving food;
17. 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;
18. Maintain full and accurate records pertaining to the food program(s) as prescribed in Section 210.15 of the National School Lunch Program Regulations, including files of currently approved and denied free and reduced-price Meal Benefit Forms, 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 Supplemental Nutrition Assistance Program (SNAP) or Delaware Temporary Assistance for Needy Families (TANF). Meal Benefit Forms and/or documentation will be readily retrievable by school;
19. Retain all records for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified under Section 210.9(b)(17) of the National School Lunch Program Regulations;

20. Upon request, make all accounts and records pertaining to the food program(s) available to the Department and the U.S. Department of Agriculture for audit or administrative review at a reasonable time and place;
21. Comply with Section 210.16 of the National School Lunch Program Regulations in a food service operation under contract with a food service management company;
22. Maintain a financial management system as prescribed under Section 210.14(c);
23. Comply with the requirements of both the State of Delaware and Federal procurement regulations (2 CFR 200) when procuring goods and services for use in the Nutrition Programs;
24. Comply with the regulations regarding financial management (2 CFR 200);
25. Comply with Professional Standards for state and local School Nutrition Programs personnel as required by the Healthy, Hunger-Free Kids Act of 2010;
26. Price teacher and other adult meals in the National School Lunch and School Breakfast Programs as prescribed in Food and Nutrition Service (FNS) Instruction 782-5, Rev. 1.
27. Serve lunches 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, as set forth in Section 210.9(b)(7).
28. As set forth in Section 210.9(b)(8), the School Food Authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 210.8 governing claims for reimbursement; acknowledge that 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 210.25; and acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 210.26 shall apply.
29. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in §245.6(b)(5), which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by FNS, that: (i) A child in the Family, as defined in §245.2, is receiving benefits from SNAP, FDPIR or TANF, as defined in §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified; (ii) The child is a homeless child as defined in §245.2; (iii) the child is a runaway child as defined in §245.2; (iv) the child is a migrant child as defined in §245.2; (v) the child is a Head Start child as defined in §245.2; or (vi) the child is a foster child as defined in §245.2.
30. The following attachments are considered a part of this original agreement and must be included when applying for program participation. It will remain up to the discretion of the Department of Education whether the items listed below will be collected when renewing the agreement:
 - Income Eligibility Guidelines for Free and Reduced-Price Meals or Snacks
 - Meal Benefit Form Packet including:
 - Delaware Standard MBF
 - Letter to Parents and Instructions for completing MBF
 - Notification of Benefits Letter to Parent

- Verification Selection Letter and Required Documentation
- Verification Results Letter
- Public Press Release
- Collection Procedures
- Pre-Award Civil Rights Questionnaire

The Department and the School Food Authority Mutually Agree That:

1. The School Food Authority Worksheet, listing schools/sites approved by the Department, shall be made part of this Agreement;
2. Schools may be added to School Nutrition Programs or deleted from any or all programs from the application packet in DENARS as need arises, and the references herein shall be deemed to include such schedule as supplemented and amended;
3. For the purpose of this Agreement, the following terms shall be construed to mean, respectively:
 - a. *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 nonprofit private ownership in a single building or complex of buildings; (2) any public or nonprofit private classes of preprimary grade when they are conducted in the aforementioned schools; (3) any public or nonprofit 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 government, except for 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 institutions” includes, but is not limited to: homes for the mentally, emotionally or physically impaired, and 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. 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 30 days or more.
 - b. *School Food Authority* means the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein or be otherwise approved by the FNS to operate the Program.
 - c. *Breakfast* means a meal which meets the meal requirements set forth in §220.8 and §220.23, and which is served to a child in the morning hours. The meal shall be served at or close to the beginning of the child's day at school.
 - d. *Lunch* means a meal service that meets the meal requirements in §210.10 for lunches.
 - e. *Fiscal Year* means a period of twelve (12) calendar months beginning October 1 of any year and ending with September 30 of the following year (or another predetermined timeframe determined by the School Food Authority).
 - f. *School Year* means a period of twelve (12) calendar months beginning July 1 of any year and ending June 30 of the following year.

- g. *Nonprofit*, when applied to schools or institutions eligible for the Program, means exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- h. *Nonprofit school food service* means all food service operations conducted by a 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 services.
- i. *Free lunch/breakfast* means a lunch/breakfast served under the National School Lunch Program or School Breakfast Program to a child from a household eligible for such benefits under 7 CFR part 245 and for which neither the child nor any member of the household pays or is required to work in the school or in the school's food service.
- j. *Reduced-price lunch/breakfast* means a lunch/breakfast served under the National School Lunch Program or School Breakfast Program to a child from a household eligible for such benefits under 7 CFR part 245 for which the price is less than the School Food Authority designated full price of the lunch and which does not exceed the maximum allowable reduced price specified under 7 CFR part 245 and for which neither the child nor any member of the household is required to work in the school or in the school's food service.
- k. *Adult* means any individual 21 years of age or older.
- l. *Child* means a student of high school grade or under as determined by the State educational agency, who is enrolled in an educational unit of high school grade or under as described in paragraphs (1) and (2) of the definition of "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 a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (3) of the definition of "School."
- m. *Foster child* means a child whose care and placement is the responsibility of an agency that administers a State plan under part B or E of title IV of the Social Security Act (42 U.S.C. 621 et seq.); or a foster child who a court has placed with a caretaker household.
- n. *Head Start child* means a child enrolled as a participant in a Head Start program authorized under the Head Start Act (42 U.S.C. 9831 et seq.)
- o. *Homeless child* means a child identified as lacking a fixed, regular and adequate nighttime residence, as specified under section 725(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) by the local educational agency liaison, director of a homeless shelter or other individual identified by FNS.
- p. *Migrant child* means a child identified as meeting the definition of migrant in section 1309 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6399) by the State or local Migrant Education Program coordinator or the local educational liaison, or other individual identified by FNS.
- q. *Runaway child* means a child identified as a runaway receiving assistance under a program under the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.) by the local educational liaison, or other individual in accordance with guidance issued by FNS.

4. The Department shall promptly notify the School Food Authority of any change in the minimum lunch, breakfast, and snack requirements or the assigned rates of reimbursement. The Department shall not make any changes in the minimum meal requirements except when such changes are required by law;
5. The Department shall carry out the National School Lunch and School Breakfast Programs through the Child Nutrition Office of the Policy and Administrative Services, Department of Education, as designated by the Secretary of Education;
6. The recordkeeping and reporting requirements herein specified have been approved by, and any further requirements that may be established will be subject to the approval of, the Office of Management and Budget in accordance with the Federal Reports Act of 1942 and revisions thereto;
7. The Department agrees to provide, and the School Food Authority to accept, Federal funds for expenditure in accordance with the applicable regulations and any amendments thereto, and to comply with all of the provisions of such regulations and amendments thereto;
8. The requirements contained in the appendix relating to meals become a part of this Agreement; the terms of this Agreement and the documents listed in #28 above shall not be modified or changed in any way other than by the consent in writing of both parties hereto. The annual reapplication period will occur by August 15. The School Food Authority's submittal and the Department's approval will be conducted electronically in the DENARS software.

School Food Authority

Delaware Department of Education

Signature

Director of Finance

Printed Name and Title of Signatory

Date

Date

Mike Rodriguez, Associate Secretary
Student Support

Date

Initials Work
Group Director

Revised: 3/3/16; 8/17/17; 11/2/17; 7/19/18;
8/1/18; 4/24/20; 10/23/20; 5/25/22

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.