

**ORIGINAL AGREEMENT  
2015-16 SCHOOL YEAR  
BETWEEN SCHOOL FOOD SERVICE AUTHORITY (SFA) AND  
ARKANSAS DEPARTMENT OF EDUCATION (ADE)**

<p><b>NATIONAL SCHOOL LUNCH PROGRAM (NSLP)</b> CFDA# 10.555</p> <p>_____ Regular Session _____          Dates: Beginning Ending          Number of serving days: _____</p> <p>_____ ADE <b>Regular</b> Summer Session _____          Dates: Beginning Ending          Number of serving days: _____</p>	<p><b>SCHOOL BREAKFAST PROGRAM (SBP)</b> CFDA# 10.555/10.553</p> <p>_____ Regular Session _____          Dates: Beginning Ending          Number of serving days: _____</p> <p>_____ ADE <b>Regular</b> Summer Session _____          Dates: Beginning Ending          Number of serving days: _____</p>		
<p><b>*AFTERSCHOOL SNACK PROGRAM (ASP)</b> CFDA# 10.555</p> <p>_____ Regular Session _____          Dates: Beginning Ending          Number of serving days: _____</p> <p>_____ ADE <b>Regular</b> Summer Session _____          Dates: Beginning Ending          Number of serving days: _____</p> <p><b>*This program requires a separate Schedule B.</b></p>	<p><b>**SPECIAL MILK PROGRAM</b></p> <p>_____ Regular Session _____          Dates: Beginning Ending          Number of serving days: _____</p> <p>_____ ADE <b>Regular</b> Summer Session _____          Dates: Beginning Ending          Number of serving days: _____</p> <p><b>**Available only if NSLP and SBP are not available.</b></p>		
<p><b>*ADE SEAMLESS SUMMER OPTION (SSO)</b> (for <b>Summer 2016</b>) CFDA# 10.555</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 5px;"> <p>_____ Breakfast: _____            Dates: Beginning Ending            Number of serving days: _____</p> <p>_____ Lunch: _____            Dates: Beginning Ending            Number of serving days: _____</p> </td> <td style="width: 50%; border: none; padding: 5px;"> <p>_____ Snack: <input type="checkbox"/> AM <input type="checkbox"/> PM _____            Dates: Beginning Ending            Number of serving days: _____</p> <p>_____ Supper: _____            Dates: Beginning Ending            Number of serving days: _____</p> </td> </tr> </table> <p><b>*This program requires a separate Seamless Summer Schedule C-16.</b> Contact Child Nutrition Unit for details.</p>		<p>_____ Breakfast: _____            Dates: Beginning Ending            Number of serving days: _____</p> <p>_____ Lunch: _____            Dates: Beginning Ending            Number of serving days: _____</p>	<p>_____ Snack: <input type="checkbox"/> AM <input type="checkbox"/> PM _____            Dates: Beginning Ending            Number of serving days: _____</p> <p>_____ Supper: _____            Dates: Beginning Ending            Number of serving days: _____</p>
<p>_____ Breakfast: _____            Dates: Beginning Ending            Number of serving days: _____</p> <p>_____ Lunch: _____            Dates: Beginning Ending            Number of serving days: _____</p>	<p>_____ Snack: <input type="checkbox"/> AM <input type="checkbox"/> PM _____            Dates: Beginning Ending            Number of serving days: _____</p> <p>_____ Supper: _____            Dates: Beginning Ending            Number of serving days: _____</p>		

ADE Child Nutrition Program FFATA Funding Source for LEA Sub Awards: CFDA Title: Child Nutrition Cluster CFDA#: 10.555 Award Name: Child Nutrition  
 Federal Agency: United States Department of Agriculture School Year 2015-16 Funded by Federal Fiscal Year (FFY) 2015 and 2016

Name: _____	Original Signature: _____	Date: _____
Superintendent (type or print)		
Name: _____	Original Signature: _____	Date: _____
SFA/LEA Child Nutrition Director (type or print)		
PERSON OTHER THAN SUPERINTENDENT AUTHORIZED TO SIGN CLAIM FOR REIMBURSEMENT		
Name: _____	Original Signature: _____	Date: _____
(type or print) (Title)		

**Return both sets by May 29th to:**  
 ARKANSAS DEPARTMENT OF EDUCATION  
**CHILD NUTRITION UNIT**  
 2020 West 3<sup>rd</sup> Street, Suite 404  
 Little Rock, AR 72205-4665

APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Suzanne Davidson  
 Director, Arkansas Department of Education, Child Nutrition Unit

## AGREEMENT INSTRUCTIONS:

1. **COMPLETION OF AGREEMENT:** TWO (2) ORIGINALS OF THIS AGREEMENT MUST BE COMPLETED AND SIGNED BY SUPERINTENDENT AND SFA/LEA CHILD NUTRITION DIRECTOR. DEADLINE FOR SUBMISSION TO THE CHILD NUTRITION UNIT IS MAY 29, 2015.
2. All schools within the SFA/LEA operating a Child Nutrition Program in the 2015-16 school year are to be listed on the enclosed CN Program Schedule A. For further info, contact your Child Nutrition Area Specialist at 501-324-9502.
3. COMPLETE TWO (2) **AFTERSCHOOL SNACK PROGRAM SCHEDULE B FORMS:** Complete only for schools applying for afterschool snacks reimbursements for 2015-16 school year. Notification for approval as area-eligible or non-area-eligible will be included when signed original Agreement is returned to the SFA/LEA.
4. COMPLETE TWO (2) **SEAMLESS SUMMER OPTION SCHEDULE C-16** forms only for schools applying for Seamless Summer Programs for summer of 2016. Notification of Approval will be included when signed original agreement is returned to the SFA/LEA.
5. **SCHOOL FOOD AUTHORITY/LOCAL EDUCATION AGENCY (SFA/LEA) COPY:** When this Agreement is approved and signed by the Director of Arkansas Department of Education, Child Nutrition Unit, one set of originals for the Agreement and Attachments will be returned for the files of the School Food Authority.

In order to effectuate the purpose of:

- (1) the National School Lunch Act, as amended (42 U.S.C. 1751-1769), Afterschool Snack (PL 105-336, section 107-108), and regulations governing the National School Lunch Program (7 CFR Parts 210 and 245), and
- (2) the Child Nutrition Act of 1966, as amended (42 U.S.C. 1771-1790), and
- (3) regulations governing the School Breakfast and Special Milk Programs, (7 CFR, Parts 220 and 215), the Arkansas Department of Education (herein-after referred to as "The Department") and the School Food Authority/Local Education Agency (SFA/LEA), whose name and address appear on page 1, acting on behalf of each school listed on *CN Program Schedule A* of this Agreement, covenant and agree as follows:

THE DEPARTMENT AGREES THAT, to the extent of funds available, it shall reimburse the School Food Authority in connection with meals or milk served to school children in the indicated program(s) in schools listed in *CN Program Schedule A* attached hereto, during the effective period of this Agreement. During any fiscal year, the amount of reimbursement paid to the school food authority for lunches and/or breakfasts served to children in each school shall not exceed an amount equal to the number of reimbursable meals served to children, multiplied by the rates assigned by the Department.

In the Special Milk Program, (available only for schools *without* lunch, breakfast, or afterschool snacks and to students in split session kindergartens who do not have access to lunch or breakfast), (1) the rate of reimbursement per half pint of milk purchased for service to children other than needy children shall be the rate provided for in 215.8(b) and (2) within the limitations set forth in 215.8(c), the rate of reimbursement for milk purchased for service to needy children shall be equal to the cost (after discount). If milk is purchased at more than one price, the average cost shall be used.

THE SCHOOL FOOD AUTHORITY AGREES THAT it will conform to the following requirements in the conduct of all program(s):

1. "School food authority and participating schools under its jurisdiction, shall comply with all provisions of 7 CFR Parts 210, 215, 220 and 245 and all state and federal guidelines as applicable."
2. "Maintain a nonprofit school food service and observe the requirements for limitations on the use of nonprofit school food service revenues set forth in Sec. 210.14 and the limitations on any competitive school food service as set forth in Secs. 210.11, Rules Governing Nutrition and Physical Activity Standards in Arkansas Public Schools as described in Commissioner's Memos COM-13-017, FIN-15-044, FIN-15-053, FIN-15-078, FIN-15-108, FIN14-031 Act 1220 of 2003, Ark. Code Ann.20-7-134, 20-7-135."
3. "Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with Sec. 210.19(a) Ref. Secs. 210.9(b)(2) and 220.7(e)(1)(iv)."
4. "Maintain a financial management system as prescribed under Secs. 210.14(c), 215.7(d)6 and 220.13(i)" Ref. Secs. 210.9(b)(3) and 220.7(e)(1)(iv)."
5. "Comply with the requirements of The Department's regulations regarding financial management (7 CFR 3015 and 7 CFR 3016 or 7 CFR 3019, as applicable), Ref. Sec. 210.9(b)(4)."
6. "Serve lunches, during the lunch period, which meet the minimum requirements prescribed in Sec. 210.10" Ref. Sec. 210.9(b)(5). Also, "serve breakfasts which meet the minimum requirements prescribed in Sec. 220.8 or 220.8(a), whichever is applicable, during a period designated as the breakfast period by the school Ref. Sec. 220.7(e)(2)."
7. "Price the lunch and breakfast as a unit Ref. Sec. 210.9(b)(6) and 220.7(e)(3)."
8. "Serve lunches/breakfasts free or at a reduced price to all children who are determined by the local education agency to be eligible for such meals under 7 CFR Part 245. Ref. Sec. 210.9(b)(7) and 220.7(e)(4)."

9. "Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches, and breakfasts to eligible children in accordance with 7 CFR Part 210, 220.7(2)(6). Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to insure accuracy as specified in Sec. 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 Sec. 210.25.** Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in Sec. 210.26 shall apply." Ref. Sec. 210.9(b)(8).
10. "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 Department." Ref. Sec. 210.9(b)(9)
11. "Submit Claims for Reimbursement in accordance with Secs. 210.8, 215.10 and 220.11." Ref. Secs. 210.9(b)(10), 215.7(d)(5) and 220.7(e)(7).
12. Comply with the requirements of the Department's regulations regarding nondiscrimination. Ref. 7 CFR 245.8.
13. 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 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act 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 Food and Nutrition Services (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" (7 CFR parts 15, 15(a), 15(b). (Civil Rights Attachment)
14. By signing this Agreement, the SFA/LEA agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized United States Department of Agriculture (USDA) personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA/LEA and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear on this form are authorized to sign this Agreement from The Department. The person or persons whose signatures appear on this form are authorized to sign this Agreement on behalf of the SFA/LEA. Ref. FNS Instruction 113-1, "Civil Rights Compliance and Enforcement in the Nutrition Programs and Activities," and Secs. 210.9(b)(11), 215.7(d)(3) and 220.7(e)(15)."
15. "Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement." Ref. Secs. 210.9(b)(12) and 220.7(e)(5)."
16. "Enter into an agreement to receive donated foods as required by 7 CFR Part 250." Ref. Sec. 210.9(b)(13).
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 and comply with the food safety requirements of Sec. 210.13." Ref. Secs. 210.9(b)(14) and 220.7(e)(8); Public Law 108-265 amended Section 9(h) of the Richard B. Russell National School Lunch Act.
18. "Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department." Ref. Secs. 210.9(b)(15) and 220.7(e)(10).
19. "Maintain necessary facilities for storing, preparing and serving food." Ref. Secs. 210.9(b)(16) and 220.7(e)(11).
20. "Upon request, make all accounts and records pertaining to its school food service program available to the State agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained

for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for resolution of the issue raised by the audit.” Ref. Secs. 210.9(b)(17), 215.7(d)(7) and 220.7(e)(13). (Arkansas state law requires five (5) year retention of records).

21. “Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by school.” Ref. Sec. 210.9(b)(18).
22. “Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in Sec. 245.6(b)(5)m 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:
  - a. A child in the FAMILY, as defined in Sec. 245.2, is receiving benefits from SNAP as defined in Sec. 245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
  - b. The child is a homeless child as defined in Sec. 245.2;
  - c. The child is a runaway child as defined in Sec. 245.2;
  - d. The child is a migrant child as defined in Sec. 245.2;
  - e. The child is a Head Start child as defined in Sec. 245.2; or
  - f. The child is a foster child as defined in Sec. 245.2 Ref. Sec. 210.9(b)(19), and 220.7(e)(14)(ii).
23. Retain the individual applications for free and reduced price lunches/breakfasts/free milk/afterschool snacks 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 under paragraphs 210.9(b)(20), 215.7(d)(8) and 220.7(e)(14)(i). (Arkansas law requires 5 year retention of records.)
24. Provide the State agency with a list of all schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of October of each school year. Ref 210.9(b)(21). Arkansas requires this data be as of October 1.
25. “The SFA/LEA hereby agrees that it will comply with the Drug-Free Workplace Act of 1988, (41 U.S.C. 701-707, as amended) and 2 CFR 182, Subparts A-F. Ref 2CFR Part 421.
26. The SFA/LEA hereby agrees to comply with USDA regulation requirement of implementation of a SFA/LEA “Wellness Policy”. Public Law 108-265 and FIN-14-037. The SFA/LEA has attached the Wellness Policy Update (Wellness Policy Update Attachment, Pages 1-4). Public Law 108-265.
27. The SFA/LEA hereby agrees to implement a Food Safety Plan for all serving sites using as a reference Hazard Analysis Critical Control Points (HACCP) in compliance with Public Law 108-265, Section 111 (Food Safety Plan Attachment of this Agreement).
28. The SFA/LEA hereby agrees to abide by The Final Rules Governing Child Nutrition Certification as described in Commissioner’s Memo IA-05-094. Ark. Cod Ann. 20-7-134, 20-7-135.
29. The SFA/LEA hereby agrees to use the Direct Certification information supplied by the Arkansas Department of Education to certify students listed as eligible for Free meal benefits. 7 CFR Part 245.6 b, Part 245.11.
30. The SFA/LEA hereby agrees to have two health inspections at each serving site each school year (Health Inspection Statement Attachment). Public Law 108-265 Section 111 amended Section 9 (h) of the Richard B. Russell National School Lunch Act.

#### **SPECIAL MILK PROGRAM**

1. “If electing to provide free milk, (i) serve milk free to all eligible children at times that milk is make available to non-needy children under the Program, (ii) make no discrimination against any needy child because of his ability to pay for the milk” Ref. Sec. 215.7(d)(2).”
2. “Claim reimbursement only for milk as defined in Part 215 and in accordance with the provisions of Secs. 215.8 and 215.10” Ref. Sec. 215.7 (d)(4).

## **AFTERSCHOOL SNACK REQUIREMENTS**

**(Submit Schedule B only if SFA intends to participate in Afterschool Snack Program as indicated on Page 1 of this Agreement):**

The Afterschool Snack Program(s) is operated only by those school food authorities with eligible schools (as defined in Sec. 210.10(n)(1)) that elect to serve meal supplements during afterschool care programs shall agree to:

1. Serve meal supplements which meet the minimum requirements prescribed in Sec. 210.10;
2. Price the meal supplement as a unit;
3. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
6. Claim reimbursement for no more than one meal supplement per child per day;
7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation , and twice each school year thereafter; and
8. Comply with all requirements of this part, except that, claims for reimbursement need not be based on “point of service” meal supplement counts (as required by Sec. 210.9(b)(9)).

Complete two (2) copies of Schedule B and return to ADE, CNU with this Agreement if the SFA/LEA plans to serve Afterschool Snacks during the 2015-16 School Year.

## **SEAMLESS SUMMER REQUIREMENTS**

**(Submit two (2) copies of Schedule C-16 and return to ADE, CNU with this Agreement if the SFA/LEA plans to serve Seamless Summer Meals during the Summer of 2016):**

USDA allows school districts to offer meal service for students after the regular school year ends. The Seamless Summer Option Schedule C07 attached to this Agreement is to be used for meals to be served during the summer, see Commissioner’s Memo FIN-15-083.

The SFA/LEA seeks approval under the option provisions found in section 13 of the Richard B. Russell National School Lunch Act (42 U.S.C. 13), to operate a Seamless Summer Feeding Option (Section 13(8)) in specific locations within its jurisdiction, referred to as *option sites*.

This option combines features of the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and the Summer Food Service Program (SFSP). The purpose of this option is to feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). This option reduces paperwork and administrative burden that is normally associated with operating all three programs. The SFA/LEA is authorized by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265, Section 116) and the Richard B. Russell National School Lunch Act permanent amendment to allow public and non-profit school food authorities (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA

will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option.

The location and description of the option site, percentage of Free/Reduced price meals, type of site and method of advertisement are listed on “*Schedule C-16 Seamless Summer Option (SSO) Funded through the Arkansas Department of Education*”.

### **Special Provisions of the Seamless Summer Option**

1. The SFA/LEA agrees to adhere to the special provisions of the Seamless Summer Option, which are described in the following paragraphs numbered 1(a) – 1(i).
  - a) General Program Administration and Sponsor Responsibilities - As required in §225.14(c)(1) of the SSO regulations, the SFA/LEA demonstrates financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites.
  - b) Site Eligibility - The SFA/LEA will follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites.

**A Site Is** – a school or location (non-school facility, i.e.: buildings or outdoor locations) where students consume meals. All sites must be reported on Seamless Summer Schedule C-16.

#### Type of Site Eligibility as Required on Schedule C-16 -

**Open Site** - Sites located in needy areas, that is, where 50 percent or more of the children qualify for free or reduced price school meals. All of these sites will be open to all children through age 18 in the community including sites in year around schools.

Otherwise, schools will not be eligible to participate in the Seamless Summer Option, and meals at such schools will be reimbursed based on the individual student eligibility for free, reduced price, or paid rates.

Year-round schools may operate SSO sites for off-track students, provided that the sites are open to all children in the area eligible community. Meals for on-track students will be reimbursed based on the individual student eligibility for free, reduced price, or paid rates.

**Restricted Open Site** - Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons.

**Closed enrolled site** - Site located in eligible or non-eligible areas that are limited to a group of enrolled children through age 18, of which at least 50% must be eligible for free or reduced price school meals (academic summer schools are excluded). An example of a closed enrolled site is a summer enrichment program in a school site that has less than 50% of its regular students eligible for free and reduced price meals but 50% or more of the students enrolled in the enrichment program are eligible for free and reduced price meals. Contact the ADE/CNU for additional information needed for enrolled sites or camps.

THE SFA/LEA WILL NOT CLAIM ANY MEALS UNDER THE SEAMLESS SUMMER OPTION AT ANY SITE WITHOUT RECEIVING PRIOR APPROVAL FROM THE STATE AGENCY.

c) Participant Eligibility

All persons meeting the definition of Children in the SFSP Federal regulations at §225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at §225.2) those persons over age 18 who meet the State agency definition of mentally or physically disabled persons.

d) Meal Service

The SFA/LEA will follow NSLP meal service requirements for lunch or snacks (§210.10) and SBP meal service requirements (§220.8) for breakfast. With State agency approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches.

Consistent with NSLP and SBP regulations and instructions, the following provisions will apply to meal service at SSO sites:

- Meals will be counted at the point of service.
- Second meals are not reimbursable and may not be claimed.
- Production and menu records will be maintained that show compliance with meal requirements.
- The designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours).
- The SFA/LEA may allow “*offer versus serve*” meals at SSO sites.
- Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip.

e) Number and Types of Reimbursable Meals

The number and types of meals will comply with the SFSP requirements at §225.16(b), as described below:

- All sites except camps or migrant sites: With State agency approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day.

f) No charge for meals served to eligible participants

Meals at all approved SSO sites, except camps, will be served free to all children in accordance with §225.6(e)(4) of the SFSP regulations.

g) Claims and Reimbursements

The SFA/LEA may claim meals at the “free” rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State agency, may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe need breakfast rate will continue to receive this differential.

On the monthly claim filed with the State agency, the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites.

h) Monitoring

The SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved in School Year 2006-07 to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel.

Edit checks, as outlined in §210.8 will not be required for food service operations conducted under this option.

i) Additional Reporting/Reviews/Evaluations

The State agency will include SSO sites operated under this amendment in the management review requirements described at 210.29 of the NSLP regulations. If a CRE (Coordinated Review Effort) is conducted of the SFA/LEA, at least one SSO site will be visited while it is in operation.

FNS (Food Nutrition Services) reserves the right to conduct an evaluation of these SSO sites. The evaluation may include periodic special reviews. The SFA/LEA agrees to cooperate as necessary, including making all applicable records and operations available for review.

FNS may request additional information for evaluation purposes. In the event that additional information on SSO site operations is required, FNS will allow sufficient time for the state agency and the SFA/LEA to comply with the request.

\*\*\*\*\* **FOR ALL PROGRAMS** \*\*\*\*\*

THE DEPARTMENT AND THE SCHOOL FOOD AUTHORITY MUTUALLY AGREE THAT:

2. The Agreement Attachments, Policy Statement, Policy Statement Attachments, CN Program Schedule A, Schedule B, Schedule C-16 (where applicable) are parts of this Agreement.
3. Schools may be added or deleted from CN Program Schedule A, as need arises. Changes made to the CN Program Schedule A must be approved by The Department.
4. The Department shall promptly notify the school food authority of any change in the minimum meal requirements or the assigned rates of reimbursement.
5. For the purpose of this Agreement, the following terms mean:
  - A. Adult: A person who is not a student of high school grade or under in a school as defined in 210.2
  - B. Meals: Food served at a school under the indicated program(s) which meets the applicable nutritional requirements set forth in regulations. Meals mean breakfast, lunch, afterschool snack, or special milk, whichever is applicable.
  - C. Nonprofit Food Service: All food service operations conducted by the school food authority principally for the benefit of school children, all revenue from which is solely for the operation or improvement of such food service. Ref. 210.2.
  - D. School: An educational unit of high school grade or under operating under public ownership in a single building or complex of buildings. The term high school grade or under includes classes of pre-primary grades, when they are recognized as a part of the educational system in the State (Ref. 210.2), or when they are conducted in a school having classes of primary or higher grades, regardless of whether such pre-primary classes are recognized as part of the educational system of the state.

- E. School Food Authority/Local Education Agency: The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate lunch, breakfast, special milk programs, or Afterschool Snack therein. Ref. 210.2.
- 6. This Agreement will be effective from July 1, 2015 through June 30, 2016 for days of operation specified on page 1 of Agreement. The Department may renew the Agreement for each school year, thereafter, by notice in writing given to the school food authority.
- 7. This Agreement may be terminated upon ten days written notice on the part of either party hereto, and The Department may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations have not been fully complied with by the school food authority. Any termination of this Agreement by The Department shall be in accord with applicable laws and regulations.
- 8. The terms of this Agreement shall not be modified or changed in any way, other than with the consent in writing of both parties.

### **RECORD KEEPING REQUIREMENTS**

The School Food Authority/Local Education Agency (SFA/LEA) shall keep full and accurate records of the food service program(s). These records serve as a basis for claims for reimbursement and for audit and review purposes. The records to be kept in each program shall include the following:

- 1. Food Service (By Actual Count at Point of Service for Lunch, Breakfast and Afterschool Snack).
  - A. Daily number of meals served to children at full price
  - B. Daily number of meals served free to children
  - C. Daily number of meals served to children at reduced price
  - D. Daily number of half pints of milk served to paying children under the Special Milk Program
  - E. Daily number of half pints of milk served free to children under the Special Milk Program
- 2. Program Income (Receipts)
  - A. From opening cash balance
  - B. From Federal reimbursement
  - C. From reimbursable student meals
  - D. From adult meals
  - E. From a la carte sales
  - F. From contract meals
  - G. From loans to program
  - H. From all other sources, (i.e. Pouring Rights Contracts, interest, etc.)
- 3. Program Expenditures
  - A. For food
  - B. For labor
  - C. For loan repayment
  - D. For other expenditures
- 4. Program Account Balance
  - A. Reconcile account balance with bank balance on a monthly basis
- 5. Value of Donations to Programs
  - A. Donated foods, exclusive of foods donated by the USDA

- B. Donated services
- C. All donations other than food and services

6. Program Management

- A. Cycle menus and production records for lunches and breakfasts and afterschool snacks
- B. Nutrient analysis, ingredient lists and Child Nutrition (CN) labels or product analysis for all pre-prepared products
- C. Standardized recipes for each menu item served
- D. USDA Donated Foods (commodity) records
- E. Free and reduced price meal applications and/or documentation of direct certification
- F. Hearings on free lunch eligibility
- G. Documentation of student and parent involvement
- H. Record of compliance with procurement regulations
- I. Documentation required on verification of eligibility
- J. Documentation of Verification Collection Report (FNS-742) by December 15th
- K. Edit checks
- L. On-site reviews if school food authority operated more than one serving site by February 1<sup>st</sup>
- M. ORIGINAL AGREEMENT between SFA/LEA and Arkansas Department of Education and the Policy Statement for Free and Reduced Price Meals, attachments and all Renewal of Agreements
- N. Procurement Plan
- O. Code of Conduct
- P. Audit reports (Legislative Audit or private audit, AR DHS Commodity Distribution and ADE, CNU) and written responses
- Q. Civil Rights complaints and resolutions
- R. Claims for Reimbursement
- S. Wellness Policy and Wellness Committee documentation for School SFA/LEA
- T. Food Safety Plan documentation for each school preparation and serving site
- U. Health Inspections documentation (2 per school year at each serving and preparation site)