

Attachment D to Reg. Supts Memo No. 4

Virginia Department of Education
School Nutrition Programs
P. O. Box 2120
Richmond VA 23218

LETTER OF AGREEMENT
Between the Virginia Department of Education
and the
School Food Authority
For Participation in the School Nutrition Programs

School Division _____ Division Number _____

- " NATIONAL SCHOOL LUNCH PROGRAM
- " SCHOOL BREAKFAST PROGRAM
- " SPECIAL MILK PROGRAM
- " AFTERSCHOOL SNACK PROGRAM

In order to effectuate the purpose of the National School Lunch Act (NSLA), as amended, and the Child Nutrition Act (CNA) of 1966, as amended, the Virginia Department of Education (VDOE), hereinafter referred to as the "*Department*" and the School Food Authority (SFA), whose name and division identification number appear above, acting on behalf of each school listed on Attachment SNP 10A-2 and SNP 10A-2.1 to this Agreement, covenant and agree as follows:

THE DEPARTMENT AGREES, to the extent of funds available, to reimburse the School Food Authority for the programs operated by it, as designated above, in accordance with whichever of the following regulations are applicable to such programs: National School Lunch Program Regulations (7 CFR Part 210), School Breakfast Program Regulations (7 CFR Part 220), the Special Milk Program (7CFR 215) and the Afterschool Snack Program (7CFR 210) and any amendments thereto.

THE SCHOOL FOOD AUTHORITY (SFA) agrees to accept Federal funds in accordance with the applicable regulations and any amendments thereto, and to comply with all provisions thereof, and with any instructions or procedures issued in connection therewith.

The SFA requesting participation in the Special Milk Program certifies that they meet the following criteria:

- ◆ Kindergarten students are enrolled in half day programs,
- ◆ School Breakfast and lunch are not available for these students.

The School Food Authority (SFA) further agrees that, for each school listed on Attachment SNP10A-2 and SNP10A-2.1, it will conduct the indicated program(s) in accordance with the Department's regulations and will conform to the following requirements in the conduct of each program (unless the requirement is restricted to a

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particular program):

1. Operate a nonprofit food service; use program revenue only for the operation or improvement of the school nutrition services, except that such revenue shall not be used to purchase land or buildings or to construct buildings.
2. Establish such rules or regulations, as are necessary to control the sale of foods in competition with meals served under the program.
3. Maintain a financial management system, as prescribed by the Virginia Department of Education.
4. Maintain full and accurate records of operations under this Agreement, including those set forth herein. Such records will be retained for a period of three years after the end of the school year to which they pertain. If the School is operating under Provision 1,2 or 3 and the records are for the base year, all records must be maintained for as long as the school remains under Provision 1, 2 or 3 or until a new base year is established. If such records are part of an unresolved audit, they must be maintained beyond the three-year period, as long as required, for the resolution of the issues raised by the audit. Records of revenue and expenditures shall be maintained in such a manner as to reflect the nonprofit status of the food service.
5. Meet the requirements for determining eligibility free and reduced-price meals and/or milk.
6. Claim reimbursement only for meals and/or milk served, as applicable, to children who are eligible and approved for free, reduced-price and paid meals respectively, for each day of operation at the rate(s) assigned by the Department. Reimbursement shall be based on daily counts at the point of service, which identify the number of free, reduced-price and paid reimbursable meals served. Claims must be reviewed with the appropriate edit checks.
7. Claims for reimbursement must be submitted electronically via Division Superintendent electronic mailbox. A designated school official responsible for the operation of the school nutrition programs will review and analyze meal counts to ensure accuracy before submission to the Department. The SFA acknowledges 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.

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If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties described in 7 CFR Part 210 shall apply.

8. Submit claims for reimbursement for all programs in accordance with procedures established by the Department. Claims for reimbursement not filed within 60 days following the claiming month may be disallowed. Any exception of this requirement will be made at the discretion of the U.S. Department of Agriculture, Food and Nutrition Service.
9. Make available to the Virginia Department of Education and/or the U.S. Department of Agriculture, for review or audit at any reasonable time and place, all accounts and records pertaining to operations under this Agreement.
10. Limit the net cash resources for its nonprofit school nutrition programs to an amount that does not exceed three months average expenditures or such other amount as may be approved by the U. S. Department of Agriculture and the Virginia Department of Education.
11. Serve meals and/or milk that meet the requirements prescribed in regulations by the U. S. Department of Agriculture.
12. Price the meal as a unit, except in non-pricing meal programs where, as described in the application, no charge is made. Price milk in accordance with the federal regulations.
13. Make meals and /or milk available, without cost or at a reduced-price, to all children who are determined, under the School Food Authority's current approved policy statement to be eligible or free and reduced-price meals.
14. Maintain files of currently approved and denied applications for meal benefits. If applications are maintained at the School Food Authority level, they shall be readily retrievable by school/school nutrition program unit.
15. Comply with the verification procedures free and reduced-price meal applications.
16. Comply with the requirements respecting nondiscrimination.
17. Make no discrimination against any child because of his /her inability to pay the full

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price of the meal.

18. Maintain proper sanitation, safety, and health standards for the receipt, storage, preparation, and service of food, in conformance with all applicable federal, state, and local laws and regulations.
19. Purchase, in as large quantities as can be efficiently utilized in its food service program, the foods designated as plentiful, by the U. S. Department of Agriculture.
20. Accept and use, in as large quantities as can be efficiently utilized in its nonprofit food service program, the foods offered as a donation by the U. S. Department of Agriculture.
21. Maintain necessary facilities for storing, preparing and serving food.
22. Agrees that there will be no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of the meal. The names and social security numbers of the children eligible to receive free or reduced price meals shall not be published, posted, announced, or shared in any manner, except as authorized and there shall be no overt identification of any such child by use of special tokens, tickets or any other means. Parental permission will be sought before information is used for any other purpose.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The School Food Authority hereby agrees to comply with all current and applicable laws, regulations, and guidance regarding Civil Rights and non-discrimination. The SFA further agrees to follow and ensure implementation of the USDA non-discrimination policy and to post the non-discrimination statement in all offices and on all materials that are produced for public information. The USDA non-discrimination statement is as follows:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and

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employer.”

The School Food Authority agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit Virginia Department of Education and U. S. Department of Agriculture personnel, to review such records, books, and accounts, as needed, to ascertain compliance with the nondiscrimination laws. If there are any violations, the U.S. Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of, and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvement made with the Federal financial assistance extended to the School Food Authority by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes, the provisions of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance of the representations and agreements made in this assurance.

This assurance is binding on the School Food Authority, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the School Food Authority.

**THE VIRGINIA DEPARTMENT OF EDUCATION AND THE SCHOOL FOOD
AUTHORITY MUTUALLY AGREE THAT:**

- 1) The completed attachments, where applicable, are part of this Agreement.
- 2) Facilities, Schools and School Nutrition Program (SNP) units may be added or deleted from Attachment SNP10A-2 and SNP10A-2.1 as needed, and the references

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herein to Attachment SNP10A-2 and SNP10A-2.1 shall be deemed to include such schedule, as supplemented and amended. Any changes to the attachments must be approved by the Department prior to implementation of the change.

- 3) The Department shall promptly notify the School Food Authority of any change in the minimum meal requirements or the assigned rates of reimbursement.
- 4) For the purpose of this Agreement, the following terms will mean respectively:
 - a) Adult: Means a person who is
 - ◆ a staff member or employee of a school/RCCI, including all faculty, supervisory, and other personnel, and
 - ◆ a person not under 21 chronological years of age in schools/RCCIs, and
 - ◆ not a student of high school grade or under as determined by the State education agency in schools as defined in Section 210.2(0)(1) of 7 CFR.
 - b) Child: Means:
 - ◆ in schools, a student of high school grade or under as determined by the State educational agency, 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
 - ◆ in schools as defined in Section 210.(0)(2) of 7 CFR, and
 - ◆ a person under 21 chronological years of age.
 - c) Cost of Milk: Means the average net purchase price paid by the school for a half-pint of milk. This should not include any costs paid to the milk supplier for servicing, rental or installment payments for equipment.
 - d) Meals: Means food served at a school under the indicated program(s) that meets the applicable nutritional requirements set forth in regulations. "Meals" thus means Breakfast, Lunch, or Afterschool Snacks, whichever is applicable.
 - e) Milk: Means pasteurized, fluid types of unflavored, non-fat, low fat milk, cultured buttermilk, and unflavored or flavored whole milk which meet State and local standards for such milk except that, in the meal pattern for infants (0 to 1 year of age) milk means unflavored types of whole fluid milk or an equivalent quantity of reconstituted evaporated milk which meet such standards. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.

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- f) Needy Children: means children enrolled in half -day kindergarten programs that meet eligibility standards for free milk.
- g) Nonprofit food service: Means a food service operation maintained by or on behalf of the school for the benefit of the children, all of the income from which is used solely for the operation or improvement of such food service.
- h) Nonprofit: When applied to schools or institutions eligible for the School Nutrition Program this means exempt from income tax under the Internal Revenue Code of 1954, as amended.
- i) School: Means
- ◆ 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 grade when they are conducted in a school having classes of primary or higher grade, or when they are recognized as part of the educational system in the State, regardless of whether such pre-primary classes are conducted in a school having classes of primary or higher grade.
 - ◆ With the exception of residential summer camps, which participate in Summer Food Service Program for Children, and Job Corps centers funded by the Department of Labor, any public child care institution, or distinct part of such institution, which (1) maintains children in residence and (2) operates principally for the care of children. The term "child care institutions" includes, but is not limited to: homes for the mentally retarded, the emotionally disturbed, the physically disabled, 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.
- j) School Food Authority: Means the governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a lunch program therein.
- k) School Year: Means the period July 1 to June 30 of each year.
- l) Special needs children: Means children who are emotionally, mentally or physically disabled.

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- 5) This Agreement will be effective for THE SCHOOL NUTRITION PROGRAMS indicated on page 1 from the approval date of this agreement until the close of the school year or until a new agreement is executed (whichever comes first). The Department may continue the agreement for each school year thereafter by notice in writing given to the School Food Authority as soon as practicable after funds have been appropriated by Congress for carrying out the purposes of the National School Lunch Act and Child Nutrition Act.
- 6) This Agreement may be terminated upon 10 days of written notice on the part of either party hereto. The Department may terminate this Agreement immediately upon receipt of evidence that the SFA has not fully complied with the terms and conditions of this Agreement or of the regulations. Any termination of this Agreement by the Department shall be in accordance with applicable laws and regulations.
- 7) 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.

RECORDKEEPING REQUIREMENTS

The School Food Authority must keep full and accurate records of the school nutrition program(s) to serve as a basis for claims for reimbursement and for audit purposes. The minimum records to be kept with respect to each program include the following:

- 1) Daily number of meals and/or milk served to children, by meal eligibility category and program;
- 2) Revenue from children's payments, Federal reimbursement, food sales to adults, other sources, including loans to the program, and all a la carte sales; catered meals, etc.
- 3) Expenditures supported by invoices, receipts, or other evidence, for food, labor, and other expenditures, including repayment of loans to the program.
- 4) Food Production Records, using the form provided by the Department or an approved alternate;
- 5) Daily menus for the Breakfast, Lunch and Afterschool Snack Programs

By signing this document, I certify that I will ensure compliance with all provisions of this agreement and that the information on each attachment is true and accurate. I understand that all attachments become an official

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part of this Agreement.

APPROVED BY SCHOOL DIVISION:

Signature of Division Superintendent (Date)

Please print/type name of Division Superintendent

APPROVED BY VIRGINIA DEPARTMENT OF EDUCATION:

Catherine Digilio Grimes (Date)
Director, School Nutrition Programs