

**Participation Agreement and Amendment to the Policy Statement for Free and Reduced Price Benefits for the National School Lunch Program and School Breakfast Program
Community Eligibility Provision**

A. It is mutually agreed between MEDOE and the LEA that:

1. The LEA certifies that the school(s) meet all the criteria outlined for participation in Title 7 CFR 245.9(f) for Community Eligibility Provision.
2. The LEA agrees to serve all children in the participating school(s) breakfast and lunch at no charge for four successive school years.
3. The LEA must have a percentage of enrolled students who were Identified Students as of April 1st of the year prior to participating in CEP that is greater than or equal to 40% (unrounded).
4. The LEA, group of schools, or school that intends to elect the community eligibility provision for the following school year must submit to the State agency documentation demonstrating the LEA, group of schools, or school meets the identified student percentage by no later than June 30 of the school year prior to CEP election.
5. The LEA agrees to maintain the data used to determine the Identified Student Percentage (enrollment list and documentation for all identified students) for the duration that CEP is in effect plus 3 fiscal years following the submission of the last claim for CEP reimbursement.
6. The LEA agrees to pay, from sources other than Federal funds, the costs of serving breakfast and lunches that are in excess of the Federal assistance received.
7. The LEA, group of schools or school, agrees not to collect free and reduced-price meal applications used for meal price determination from households for children participating in the community eligibility provision.
8. The LEA agrees to maintain a total count of breakfasts and lunches served at the point of service daily and submit a monthly claim for reimbursement to MEDOE.
9. The LEA agrees to update and amend its Free and Reduced Price Policy Statement to include participation in CEP and submit it to MEDOE and any time a school elects CEP, establishes a new ISP or requests participation in a grace year.
10. The LEA agrees to abide by all requirements for applying and administering CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1759a(a)(1)).

B. General Conditions

1. This agreement is non-transferable.
2. Neither MEDOE nor the LEA has an obligation to renew this agreement.
3. The Local Educational Agency (LEA) school(s) may stop participating in Special Provision II during the four-year cycle by notifying the MEDOE Child Nutrition Program, no later than 45 days prior to the stop date. The notification must include a future plan for participation in the NSLP and SBP.

I certify that the school(s) listed on this agreement meet the criteria for participating in the Community Eligibility Provision and I attest that I have the authority to enter into this Agreement to participate as authorized by Section 11(a)(1) of the Richard B. Russell National School Lunch Act.

Sponsor/LEA Name

Printed Name of Executive Contact/Superintendent

Title

Signature of Executive Contact/Superintendent

Date

This institution is an equal opportunity provider.