

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

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

1. The LEA certifies that the school(s) meet all of the criteria outlined for participation in Title 7 CFR 245.9(b) for Provision II.
2. The LEA agrees to serve all children in the participating school(s) breakfasts and lunches at no charge for four successive school years.
3. The LEA must collect Child Nutrition Eligibility Applications only in the first (base) year and take daily meal counts of reimbursable meals by type (free, reduced, paid) to establish the monthly and annual claiming percentages in the base year.
4. The LEA agrees to retain all base year records for the duration that Provision 2 is in effect, including all extensions, plus three fiscal years following the submission of the last claim for reimbursement which employed the base year.
5. 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.
6. 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.
7. The LEA agrees to update and amend its Free and Reduced Price Policy Statement to include participation in Special Provision 2 and submit it to MEDOE any time a new base year is established or an extension is requested.
8. The LEA agrees to review the lunch count data for each Provision 2 school during the base year to ensure the accuracy of the monthly claim for reimbursement.

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 special provision 2 Option 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.