

**DEPARTMENT OF EDUCATION
CHILD NUTRITION
136 STATE HOUSE STATION
AUGUSTA, ME 04333-0136**

AGREEMENT FOR CHILD NUTRITION PROGRAMS

As listed below:

National School Lunch Program
School Breakfast Program
School Milk Program

USDA Food Program
After School Snack Service

In accordance with the terms and conditions of Agreements made between the United States Department of Agriculture and the State of Maine Department of Education, governing the operation of these programs, this Agreement is made by and between the State of Maine Department of Education, hereinafter referred to as the State Agency.

The State Agency shall make this Agreement effective for each fiscal year after funds have been appropriated by Congress for carrying out the purposes of the programs indicated above during each such fiscal year. In any event, however, this Agreement may be terminated upon 60 days written notice on the part of either party thereto, and the State Agency 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/Sponsor.

Note: A signed Agreement from the State Agency is not authorization to participate in any or all of these programs for reimbursement for any meals served after October 15th of any fiscal year, nor shall any USDA foods supplied by the State Agency be used in any Program after such date, unless the School Food Authority's free and reduced price policy statement has been received and approved by the State Agency. (7 CFR Part 210)

A. THE STATE AGENCY AGREES THAT:

1. To the extent of funds available, the State Agency shall reimburse the School Food Authority/Sponsor in connection with the cost of obtaining food for school lunch and/or breakfast programs in the public schools, nonprofit private schools, state schools or residential child care institutions listed on the electronic application, in any fiscal year during which this Agreement is in effect. The amount of reimbursement on behalf of any public school, nonprofit private school, state school or residential child care institution, shall be of an amount *equal to the number of meals served* to children as defined in Department of Agriculture Regulations 7 CFR Parts 210, 215 and 220 multiplied by the rates assigned by the State Agency.
2. The State Agency agrees to distribute to the School Food Authority/Sponsor such USDA foods as may be supplied by the Department of Agriculture to the State Agency based on the Federal rates of distribution for each USDA food as stated in 7 CFR 250. (c)
3. The State Agency shall promptly notify the School Food Authority/Sponsor of any changes in the minimum requirements for lunch and/or breakfast and/or after-school snacks or the assigned rates of reimbursement.

B. THE SCHOOL FOOD AUTHORITY AGREES THAT:

1. Will adhere to the regulations covering each type of program applied for in each school listed on the application attached to and made part of this Agreement.
2. Will operate nonprofit programs in accordance with the Federal and State Regulations pertaining to health, safety, labor, non-discrimination, and any amendment there to.
3. Will limit its net cash resources to an amount that does not exceed (3) three months average expenditures for its nonprofit school food service.

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4. The Sponsor will comply with: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Sponsors also agree to comply with the Maine Human Rights Act non-discrimination requirements.

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, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that 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 improvements made with Federal financial assistance extended to the Sponsor by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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

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enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees if 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 behalf of the Sponsor.

5. Any termination of this Agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.
6. The School Food Authority/Sponsor agrees to indemnify, defend and save harmless the State Agency, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the School Food Authority/Sponsor in the performance of this Agreement and against any liability, including costs and expenses for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.
7. The School Food Authority/Sponsor agrees to price the lunch and/or breakfast and/or after school snack as a unit.
8. The School Food Authority/Sponsor shall count the number of free, reduced price and paid reimbursable meals served to children at the point of service.
9. The School Food Authority/Sponsor must offer free and reduced-price meals to children who are determined by local school food authorities, in accordance with established income guidelines, to be unable to pay the full price of the meal, (Title 7 CFR Part 245).
10. The School Food Authority/Sponsor shall establish internal controls which ensure accuracy of lunch counts prior to the submission of the monthly claim for reimbursement.
11. It shall accept and use, in as large quantities that may be efficiently utilized, foods offered as USDA foods in its nonprofit food service as stated in 7 CFR 250.4 (c).
12. The SFA will agree with all requirements related to food safety and recalls (7CFR 250)
13. The School Food Authority will comply with the Title 7 CFR Part 250 regulations. This includes the permitting termination of the agreement by either party, upon written notification to the other party, at least 60 days prior to the effective date of termination as stated in 7 CFR 250.(c)(2)
14. The School Food Authority/Sponsor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement, all approved and denied meal benefits applications, and shall make such materials available at their offices at all reasonable times during the period of this Agreement and for three years from the end of the fiscal year to which they pertain for inspection by the State Agency or any authorized representative of the State of Maine or the United States Department of Agriculture and copies thereof shall be furnished, if requested, or turned over to the State Agency.
15. District will use the Direct Certification list as the primary method of determining a student's status by logging into the education web-based system. Parents will be notified of the determination. The district will also indicate review of list by clicking on button at bottom of page.

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C. PROGRAM SPECIFIC REQUIREMENTS – AFTERSCHOOL SNACK SERVICE FOR CHILDREN IN AFTERSCHOOL CARE PROGRAMS (ASP)

SFA's that choose to participate in the ASP agree to:

1. Comply with the requirements outlined in 7 CFR 210.9(c)
2. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10
3. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement 7 CFR 210.9 (c)(5)
4. Claim reimbursement for no more than one meal supplement per child per day per 7 CFR 210.9(c)(6)
5. 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 per 7 CFR 210.9(c)(7)
6. 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 7 CFR 210.9(b)(9).
7. Provide children with regularly scheduled activities in an organized, structured and supervised environment and includes educational or enrichment activities as required by FNS policy memo ASP 1999-12-1 version 3 question A-1

D. PROGRAM SPECIFIC REQUIREMENTS – SEAMLESS SUMMER OPTION (SSO)

SFA's that choose to participate in the SSO agree to:

1. Operate a nonprofit food service during the period specified, as follows:
 - i. From May through September for children on school vacation;
 - ii. At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
 - iii. During the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause.
2. Serve meals without cost to all children, except that camps and conditional non-congregate sites may charge for meals served to children who are not served meals under the Program;
3. Issue a free meal policy statement in accordance with §225.6(c);
4. Claim reimbursement only for the types of meals specified in the agreement that are served:
 - (i) Without charge to children at approved sites, except camps and conditional non-congregate sites, during the approved meal service time;

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- (ii) Without charge to children who meet the Program's income standards in camps and conditional non-congregate sites;
- (iii) Within the approved level for the maximum number of children's meals that may be served, if a maximum approved level is required under §225.6(h)(2);
- (iv) At the approved meal service time, unless a change is approved by the State agency, as required under § 225.16(c); and
- (v) At the approved site, unless the requirements in § 225.16(g) are met;

- 5. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9.
- 6. For approved congregate meal service, maintain children on site while meals are consumed. Sponsors may allow a child to take one fruit, vegetable, or grain item off-site for later consumption if the requirements in § 225.16(h) are met.
- 7. Comply with regulations outlined in 7 CFR 210.34

E. THE STATE AGENCY AND THE SCHOOL FOOD AUTHORITY/SPONSOR AGREE THAT:

- 1. The application listing public schools, nonprofit, private schools, state schools and residential child care institutions which have been approved by the State Agency shall be a part of this Agreement. Schools may be added to or deleted from the electronic application filed under terms of this Agreement and reference herein to the application shall be deemed to include changes on approval by the State Agency.
- 2. For this Agreement, definitions outlined in the Federal and State Regulations shall apply to the terms used herein.
- 3. This Agreement contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein.

Sponsor/LEA Name

Printed Name of Executive Contact/Superintendent

Title

Signature of Executive Contact/Superintendent

Date

This institution is an equal opportunity provider.

Updated 6/2019, rev 7/2021, rev 10/2023, rev 4/17/2024, rev 4/29/2025