**Local Educational Agency and Maine Department of Education, Child Nutrition Programs**

**Participation Agreement**

**for the National School Lunch Program and School Breakfast Program**

**Special Provision 2 Option**

**Participation Form**

Local Educational Agency Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is between the Maine Department of Education (MEDOE) and ***<insert Local Educational Agency Name>*** .

List of schools participating in Special Provision 2:

* Initial School Year of Implementation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* School Years the Cycle is Expected to Remain in Effect: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* School Year the Special Provision must be reconsidered: \_\_\_\_\_\_\_\_\_
* The Available and Approved Data that will be used in reconsideration:\_\_\_\_\_\_\_\_\_\_\_\_
* Districts may choose to use an annual claiming percentage determined in the base year and used in years 2-4. Will this option be used:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* If the annual claiming percentage is used, after the base year the claiming percentages for breakfast and lunch will be validated by the SA.
* At the end of the initial four-year period a District may request an extension for up to four years, with supporting documentation, if the income levels have stayed the same in years 2-4.

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

1. The LEA agrees to serve all children in the participating school(s) breakfasts and lunches at no charge for four successive school years.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 cycleby 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.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized LEA Representative Authorized MEDOE Representative

(Legal Agent)

Food Service Director/Contact Individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number:

MEDOE Approval required prior to implementation

Signed Agreement must be completed by June 30th of school year prior to implementation.

THIS ARRANGEMENT does not constitute the entire agreement between the parties with respect to subject matter thereof.

Information about Special Provision options can be found at: <https://www.maine.gov/doe/schools/nutrition/laws/specialprovisions>