



State of New Jersey

DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
PO Box 334
TRENTON NJ 08625-0334

PHILIP D. MURPHY
Governor
SHEILA Y. OLIVER
Lt. Governor

DOUGLAS H. FISHER
Secretary

SCHOOL NUTRITION PROGRAMS SCHOOL FOOD AUTHORITY (SFA) AGREEMENT

In order to accomplish the purposes of the National School Lunch Act, the Child Nutrition Act of 1966, the regulations and instructions governing the National School Lunch Program, School Breakfast Program, After School Snack Program, Special Milk Programs and Fresh Fruit and Vegetable Program issued thereunder, the New Jersey State Department of Agriculture, hereinafter referred to as the "Department," and the school or school district whose name and address appear on the agreement certification, hereinafter referred to as the "SFA" for School Food Authority, contract and agree to the following:

THAT THE DEPARTMENT AND SFA SHALL UNDERSTAND, FOR THE PURPOSES OF THIS AGREEMENT:

I. THE FOLLOWING TERMS SHALL BE CONSTRUED TO MEAN:

- A. After School Snack:** A meal served to students during after school care programs which meet the nutritional requirements, specified in 7CFR §210.10(a) (ii).
- B. Breakfast:** A meal served to students during the morning hours. The meal shall be at or close to the beginning of the school day, be located at school, and must meet the nutritional requirements specified in 7CFR §220.8.
- C. Fiscal Year:** A period of twelve calendar months beginning on October 1 of any calendar year and ending on September 30 of the following calendar year.
- D. School Year:** A period of twelve calendar months beginning July 1 of any year and ending June 30 of the following year.
- E. Free Meal:** A meal for which neither the child nor any member of their family pays or is required to work in exchange for the meal.
- F. Local Wellness Policy:** A Policy to be implemented by each SFA which includes, at a minimum, all required components as stated in the Local Wellness Policy Requirements (III. K of this Agreement).
- G. Lunch:** A meal which meets nutritional requirements specified in 7CFR §210.10.
- H. Milk:** Milk which meets the standards in Section 202 of the Healthy, Hunger-Free Kids Act for fluid types of white or flavored low fat or non-fat milk, including nutritionally equivalent milk alternatives.
- I. Non-Pricing:** A system that does not establish a separate charge for meals, snacks, or milk served to students. This shall include any such program in which students are normally provided meals, snacks, or milk in a school or child care institution financed by tuition, boarding, or other fee, or by private donations or endorsements.

- J. Nonprofit Food or Milk Service:** Food or milk service maintained by or on behalf of the SFA for the benefit of children. All of the income accrued by the SFA is used solely for the operation or improvement of such food or milk service.
- K. Nonpublic School (Nonprofit):** An elementary or secondary school approved by the NJDOE in the state, other than a public school, organized and operated not for profit, offering education for grades preschool through 12, or any combination thereof, wherein a child may legally fulfill compulsory school attendance requirements; or a public or nonprofit, private, licensed residential child care institution not limited to group homes, orphanages and juvenile detention centers. All nonpublic schools and residential childcare institutions must be tax exempt under Section 501 (c)3 of the Internal Revenue Code of 1954.
- L. Pricing:** A system of collecting a separate charge for meals, snacks, or milk served to students that are not included in any tuition or boarding fee. Maximum prices shall be established by the Department and prices for full paid lunches must comply with federal Paid Lunch Equity requirements.
- M. Reduced Price Meals or Snacks:** A meal or snack that meets all of the following criteria:
 1. The maximum price shall be established by the United States Department of Agriculture.
 2. Neither the student nor any member of their family shall be required to supply an equivalent in work.
- N. School Food Authority (SFA):** The governing body which is responsible for the administration of one or more schools/sites and which has the legal authority to operate a school food service program therein or be otherwise approved by FNS to operate a program.
- O. Verification:** Annual process describing the confirmation of income information provided on the Application for Free and Reduced Price School Meals.
- P. Meal Charge Policy:** A policy to be developed, implemented and communicated to households that addresses how each SFA handles unpaid meal charges. This policy must be communicated to all households at the start of each school year and to households that transfer into the school during the school year.

II. THAT THE DEPARTMENT SHALL:

To the extent of funds available, reimburse the SFA for the National School Lunch Program, School Breakfast Program, After School Snack Program or Special Milk Programs in the schools/sites listed on the Schedule A, and made a part hereof, in any fiscal year during which this Agreement is in effect. The amount of reimbursement for each program on behalf of any school/site shall not exceed:

A. National School Lunch Program

The total amount equal to the number of lunches served to students multiplied by the rate of reimbursement assigned by the Department.

B. After School Snack Program

The total amount equal to the number of snacks served to students multiplied by the rate of reimbursement assigned by the Department.

C. School Breakfast Program

The total amount equal to the number of breakfasts served to students multiplied by the rate of reimbursement assigned by the Department.

D. Special Milk Programs

The amount equal to the number of half pints of fluid milk served to students multiplied by the rate of reimbursement assigned by the Department.

III. THAT THE SFA SHALL:

A. Application Packet

1. Submit and certify the annual application packet by September 30 of each year to the Division of Food and Nutrition, School Nutrition Programs. This may include the Letter to Parent, Certification of the Agreement and Policy for Free and Reduced Price School Meals, Certification for Local Wellness/Nutrition Policy, Certification for Public Announcement, Systems for Award Management (SAM) Registration, HHFKA Attestation, Civil Rights Attestation, and the submission of required documents, as applicable.
2. Complete an annual Consolidation Agreement with any sites listed on the Site Details that are not part of the SFA, but for whom the SFA agrees to take responsibility for the School Nutrition Programs.
3. Keep all data current and updated throughout the school year in the web-based school nutrition programs system (SNEARS). Additions or deletions to the throughout the year will require approval from the Department.

B. National School Lunch Program (NLSP)

1. Abide by all state and federal regulations and instructions governing the operation of the National School Lunch Program for all participating schools under its jurisdiction.
2. Serve lunches that meet the nutritional requirements of the National School Lunch Program meal pattern under 7 CFR §210.10 during periods designated by the school/site.
3. Make the National School Lunch Program available to all students regardless of eligibility status and encourage maximum participation.
4. Serve free or reduced price meals to eligible students according to 7 CFR Part 245.
5. Serve lunch between the hours of 10:00 a.m. and 2:00 p.m.
6. Make maximum use of the reimbursement payments in order to support the service of nutritious lunches to all students.
7. Plan for and prepare lunches on the basis of participation trends with the objective of providing one meal per child per day. In no event shall the SFA claim reimbursement for lunches served in excess of one reimbursable lunch per child per day.
8. Make potable water available to students at no charge in the place where lunch meals are served during the meal service.
9. Complete the attestation of compliance with the meal pattern requirement and the USDA menu worksheet to receive the additional seven cents performance-based reimbursement funds.
10. Develop a meal charge policy and provide written notification of this policy to all households at the start of each school year, and to households that transfer to the school during the school year.

C. After School Snack Program (ASSP)

1. Abide by all state and federal regulations and instructions governing the operation of the After School Snack Program for all participating schools under its jurisdiction.
2. Serve snacks which meet the nutritional requirements of the After School Snack meal pattern under 7 CFR §210.10(a)(ii) to all students participating in after school care programs that incorporate student enrichment or educational activities designated by the school/site.
3. Serve free or reduced price snacks to eligible students according to 7CFR Part 245.
4. Make maximum use of the reimbursement payments in order to provide nutritious snacks.
5. In “area eligible” locations, serve free snacks to all students and claim all snacks served at the free rate of reimbursement. “Area eligible” is defined as being located in an area served by a school in which at least fifty percent (50%) of the students enrolled are

certified for free or reduced price school meals. SFAs must obtain prior approval from the Department for “area eligible” status before implementation.

6. Claim all snacks served that are not “area eligible” at the free, reduced price or paid rate, depending on the eligibility status of the child receiving the snack.
7. Prepare snacks with the objective of providing one snack per child per day. In no event shall the SFA claim reimbursement for snacks served in excess of one reimbursable snack per child per day.
8. For SFAs who are not area eligible, develop a meal charge policy and provide written notification of this policy to all households at the start of each school year and to households that transfer to the school during the school year.

D. School Breakfast Program (SBP)

1. Abide by all state and federal regulations and instructions governing the operation of the School Breakfast Program for all participating schools under its jurisdiction.
2. Serve breakfasts which meet the nutritional requirements for a school breakfast under 7 CFR §220.8. The meal shall be at or close to the beginning of the child’s day, but before 10:00 a.m., and take place at the school/site.
3. Make the School Breakfast Program available to all students regardless of eligibility status and encourage maximum participation.
4. Serve free or reduced price breakfasts to eligible students according to 7 CFR Part 245.
5. Encourage maximum participation in the School Breakfast Program and inform eligible families of the availability of the School Breakfast program with the Application packets provided to households at the beginning of the school year and multiple times throughout the year.
6. Submit a “breakfast improvement plan”, if applicable, by November 1 of each year in accordance with N.J.A.C. 2:36-1.6.
7. Make maximum use of the reimbursement payments to support the service of nutritious breakfasts to all students.
8. Plan for and prepare breakfasts on the basis of participation trends with the objective of providing one meal per child per day.
9. Make potable water available to students at no charge when breakfast is served in the cafeteria.
10. Develop a meal charge policy and provide written notification of this policy to all households at the start of each school year and to households that transfer to the school during the school year.
11. Establish a “Breakfast After the Bell” program if 70% or more of the students enrolled in the SFA are eligible for free or reduced price meals.

E. Special Milk Programs (SMP)

1. Operate the Special Milk Programs only in a school/site that does not participate in the National School Lunch or School Breakfast Program. Exception: Operate the program only for split-session kindergarten, pre-kindergarten and other pre-primary students that do not have access to any school meals in a school/site participating in the National School Lunch or School Breakfast Programs.
2. Make the maximum use of the reimbursement payments in order to reduce the price of milk to students as a means of encouraging participation and consumption of fluid milk by students.
3. Purchase milk pursuant to New Jersey statutes, including, but not limited to, N.J.S.A 18A:18A-6.
4. Decide whether to provide free milk to eligible students in the schools or sites under its SFA. Schools/sites that provide free milk must make it available to students based on eligibility.

F. USDA Foods

1. Enter into an agreement with the Department to receive donated USDA Foods as required by 7CFR Part 250 and have acceptable policies and procedures in place to safeguard and utilize donated USDA Foods in School Meals Programs in accordance with 7 CFR §2104.14(d).
2. Accept and use, in as large a quantity as can be efficiently utilized in the school food service program, such foods as may be offered as a donation by the United States Department of Agriculture.

G. Price of Food and Beverage Items

1. Price the school breakfast, lunch or snack as a unit. Set the price of students' meals or snacks so that they do not exceed the maximum prices established annually by the Department.
2. Set paid lunch price according to the Paid Lunch Equity requirements of Section 205 of the 2010 Healthy, Hunger-Free Kids Act and 7 CFR §210.14(e). Use the USDA *Paid Lunch Equity Tool* annually to evaluate the need for a paid lunch price increase, to increase the paid lunch price in accordance with the regulation, and to submit to the Department the most frequently paid lunch price information for the previous year. Ensure that the tool and supporting documentation are saved electronically from year to year.
3. Set the price of all nonprogram foods to cover all nonprogram food costs. In addition, price the adult meals to cover the cost of those meals.

H. Competitive Food Service/Smart Snacks

1. Ensure that all income derived from the sale of food and beverage items within a school/site during hours when the School Nutrition Programs are in operation accrues to the School Nutrition Programs' account.
2. SFAs must comply with USDA Smart Snacks Regulations under 7CFR §210.11 for all a la carte food and beverages sold on the school campus from midnight to thirty minutes after the school day.
3. Fundraising during the school day must meet the Smart Snacks standards. Exemptions are not allowed.

I. Local Wellness Requirements

1. Wellness policies must include goals for nutrition promotion and education, physical activity, and school-based activities that promote student wellness. SFAs must review and consider evidenced-based strategies in determining these goals.
2. Include standards and nutrition guidelines for all foods and beverages sold to students on the school campus during the school day that are consistent with Federal regulations for school meal standards and the Smart Snacks in School nutrition standards.
3. Include standards for all foods and beverages provided, but not sold, to students during the school day.
4. Include policies for food and beverage marketing that allow marketing and advertising of only those foods and beverages that meet the Smart Snacks in School nutrition standards.
5. Include a description of public involvement, public updates, policy leadership, and evaluation plan.
6. Encourage participation by the general public and the school community (including parents, students, and representatives of the school food authority, teachers of physical education, school health professionals, the school board, and school administrators) in the wellness policy process. Establish a wellness policy leadership of one or more SFA and/or school official(s) who have the authority and responsibility to ensure each school complies with the policy.

7. Assess the wellness policy annually to determine: compliance with the policy, how the wellness policy compares to model wellness policies, and progress made in attaining the goals of the wellness policy.
8. Make the wellness policy and assessment available to the public on an annual basis.
9. Complete, submit, and certify the Certification for Local Wellness Policy Implementation and Evaluation to the Department.

J. Nonprofit Requirement

1. Operate a nonprofit school food service program or milk program, conduct a year-end review of total revenues and expenses of the school food service program to determine a nonprofit status, and use all income solely for food service or milk program purposes. Such income shall not be used to purchase land or to acquire or construct buildings.
2. Limit the net cash resources of the school food service program or the special milk program to no more than three months' average expenditures.
3. Meet the requirements in 7 CFR §210.19(a) including any separation of records for nonprofit school service records from the records of any other food service which may be operated by the SFA as provided in 7 CFR §210.14.
4. Use the *USDA Nonprogram Food Revenue Tool* to ensure that the proportion of total revenue from the sale of nonprogram foods to total revenue of the school food service account must be equal to or greater than: 1.) the proportion of total food costs associated with obtaining nonprogram foods to 2.) the total costs associated with obtaining program and nonprogram foods from the account. Ensure that all such revenue accrues to the nonprofit school food service account. Ensure that the Tool and supporting documentation are saved electronically on an annual basis and are available for review.
5. Comply with allowable cost restrictions, limiting expenses of nonprofit school food service funds to those costs that are necessary, reasonable and allowable in accord with 2 CFR Part 200. Do not charge indirect costs to the Nonprofit school foodservice account at a rate which exceeds the indirect costs rate provided by NJDOE or NJDA. Such indirect costs must be charged in accordance with 2CFR Part 200.
6. Comply with the financial management requirements at 7 CFR Part 3015 and 2 CFR Part 200, as applicable.

K. Reimbursement Claims

1. Claim reimbursement at assigned rates for free, reduced, and paid eligible students only for meals, snacks or milk served to students at the point of service that meet the nutritional standards. In no event shall the SFA claim reimbursement for free or reduced price meals served in excess of one reimbursable lunch, snack, and/or breakfast per child per day.
2. Electronically submit claims for reimbursement within 10 days following the calendar month of operation for which the claim is made. Federal regulations prohibit the payment of claims received after 60 days following the month of operation.
3. Designate personnel to perform on-line submission of reimbursement claims per guidelines below:
 - a. The "certifier" will be the individual responsible for certifying the accuracy of the data (as entered by the submitter) on the reimbursement voucher. For all public SFAs, this individual MUST be the Board Secretary/Business Administrator. For all nonpublic SFAs, this individual is the Executive Director or Principal.
 - b. The "alternate certifier" is the individual assigned as an alternate to act on behalf of the Certifier when that person is not able to certify. The alternate certifier must be authorized to sign contracts or other legal documents on behalf of the SFA.

- c. The “submitter” is the individual responsible for entering reimbursement voucher data including participation statistics and meal counts on a site-by-site basis. For both public and nonpublic SFAs, the submitter can be the Food Service Director. SFAs who contract with a food service management company may allow the company’s designee to prepare and enter the data as the submitter.
 - d. The “alternate submitter” is the individual assigned as the alternate to the “submitter” when that person cannot submit.
4. Acknowledge that failure to submit accurate claims will result in the recovery by the Department of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7CFR §§210.24 and 210.25.
 5. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7CFR §210.26 shall apply.

L. Procurement

1. The SFA shall adopt a Procurement Procedure for SFAs and Code of Conduct for Procurement and ensure that all procurement transactions for any purchases by the SFA and/or a food service management company (FSMC) in a Cost-Reimbursable contract shall be conducted in a manner that provides maximum full and open competition in accordance with all Federal regulations, including, but not limited to, 7 CFR 210, 220, 225, 226, 245, 250; 2 CFR 200.318-200.326; State procurement statutes and administrative codes and regulations; local SFA/Board of Education procurement policies; and any other applicable State and Local laws.

M. Records

1. Maintain full and accurate records pertaining to the school food service meal, snack, and/or milk programs, and retain such records for a period of three years after the end of the fiscal year to which they pertain except if audit findings have not been resolved. If findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
2. Maintain the required statistical information for each school/site operation on a school-by-school or site-by-site basis.
3. Grant the New Jersey Department of Agriculture, the New Jersey Department of Education, the United States Department of Agriculture, the Inspectors General, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, access to any books, documents, papers, and other records for the purpose of making audit, examination, excerpts and transcripts; and shall provide timely and reasonable access to personnel for the purpose of interview and discussion related to such documents.
4. Keep full and accurate records, by calendar month, of the meal, snack, or milk programs as a basis for the claim for reimbursement and for audit review purposes including:
 - a. National School Lunch Program
 - 1) Edit Checks/Statistics
Daily number of lunches served by school/site to students eligible for free, reduced price, or paid meals and required comparisons to number eligible for free, reduced price, and paid meals, respectively, times the attendance factor.
 - 2) Program income (Revenue) from: students’ payments, state and federal school lunch reimbursement, food sales to adults and all other sources, including loans to program, subsidies from the SFA, any interest accrued from food service interest bearing accounts, and any rebates.

- 3) Reimbursable and non-reimbursable program costs (Supported by invoices, receipts, or other evidence of expenditure) for food, labor, and all other expenditures, including repayment of loans to the program and fees paid to management companies.
 - 4) Dated menus and production records of actual lunches served.
 - 5) Offer versus serve policy for reimbursable meals that allows students to decline a certain number of food components in the meal in order to reduce plate waste and food cost.
- b. School Breakfast Program
- 1) Edit Checks/Statistics
Daily number of breakfasts served to students eligible for free, reduced price, or paid meals and required comparisons to number eligible for free, reduced price and paid meals, respectively, times the attendance factor.
 - 2) Program income (Revenue) from: students' payments, federal reimbursement, food sales to adults and all other sources, including loans to program, subsidies from the SFA, any interest accrued from food service interest bearing accounts, and any rebates.
 - 3) Program costs (Supported by invoices, receipts, or other evidence of expenditure) for food, labor, and all other costs related to the breakfast program, including fees paid to management companies.
 - 4) Dated menus and production records of actual breakfasts served.
 - 5) Offer versus serve policy for reimbursable meals that allows students to decline a certain number of food components in the meal in order to reduce plate waste and food cost.
- c. After School Snack Program
- 1) Statistics
 - a. Daily number of snacks served to students eligible for free, reduced price, or paid snacks.
 - 2) Program income (Revenue) from: students' payments, federal reimbursement, food sales to adults and all other sources, including loans to program, subsidies from the SFA, any interest accrued from food service interest bearing accounts, and any rebates.
 - 3) Program costs (Supported by invoices, receipts or other evidence of expenditure) for food, labor, and all other costs related to the afterschool snack program, including fees paid to management companies.
 - 4) Dated menus and production records of actual snacks served.
- d. Special Milk Program
- 1) Statistics
 - a. Daily number of half pints served to students.
 - b. Daily number of half pints served free to eligible students, if school provides free milk.
 - 2) Program income (Revenue) from: students' payments, federal reimbursement, food sales to adults and all other sources, including loans to program, subsidies from the SFA, any interest accrued from food service interest bearing accounts, and any rebates.
 - 3) Program costs (Supported by invoices, receipts, or other evidence of expenditure) for milk and all other expenditures related to the milk program.

N. Accountability Requirements

1. Base all claims for reimbursable meals or milk on daily counts, taken at the "point of service," which identifies the number of meals, snacks, or milk served by reimbursement category. "Point of service" is defined as that point in the food service

operation where a determination can accurately be made (at the time and place the meal, snack, or milk is served) that a reimbursable free, reduced price, or paid meal, snack, or milk has been served to an eligible student.

2. Perform local level review of schools and claims, per the requirements stated below:

a. National School Lunch Program & School Breakfast Program

1) Every school year, each SFA shall perform at least one on-site review of each school/site under its jurisdiction before February 1st of each school year. If this review discloses problems with a school's/site's meal counting or claiming procedure, the SFA shall: (1) ensure that the school/site develops and implements a corrective action plan; and (2) within 45 calendar days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's/site's claim is based on the counting system authorized in the Policy for Free and Reduced Price Meals and this Agreement with the Department and that this system, as implemented, yields the actual number of reimbursable free, reduced price, and paid lunches served for each day of operation.

2) Prior to submission of a monthly claim for reimbursement, each SFA shall compare each school's/site's daily claim against data, which will assist in the identification and correction of the claims in excess of the number of reimbursable free, reduced price, and paid breakfasts and lunches actually served that day to students eligible for such meals. Such data shall, at a minimum, include the number of students currently approved for free and reduced price breakfasts and lunches in that school, and, for every month except September, the average daily number of free, reduced price, and paid breakfasts and lunches served for the preceding month. SFAs shall also compare claims against any other data available, such as the school's average daily attendance (ADA), enrollment, and an attendance factor. SFAs shall maintain, on file, all of the above data used in the claims review process by school.

b. After School Snack Program (ASSP)

1) Every school year, each SFA of the After School Snack Program shall perform two on-site reviews per year of each after school care program. The first on-site review shall be made during the first four weeks that the after school care program is in operation.

O. Audit Requirements

1. NJ OMB Circular 15-08 requires audits of recipients in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and State Policy, or a financial statement audit performed in accordance with government Auditing Standards (Yellow Book) depending on the amount of funds expended. Auditors will follow the Federal Compliance Supplement (Department of Agriculture) for the Child Nutrition cluster. The district's independent auditor should refer to DOE's published guidance for the fiscal year of the SFA.

P. Facilities/Health and Sanitation/HACCP Requirements

1. Maintain a written food safety plan and necessary facilities for storing, preparing, and serving food.

2. Maintain, in the storage, preparation, and service of food proper sanitation and health practices that meet the standards of the current sanitation code established by the New Jersey State Department of Health and all applicable state and local health laws and regulations. Maintain facilities to safeguard against theft, spoilage, and other loss.

3. Obtain two (2) food safety inspections during each school year from the appropriate governing New Jersey Department of Health and/or local governmental agency responsible for food safety inspections and ensure that the most recent food safety

inspection report is posted in a publicly visible location as required by 7 CFR §210.13 (b).

4. Maintain a food safety program based on traditional Hazard Analysis and Critical Control Point (HACCP) Food Safety System as required by 7 CFR §210.13(c) and maintain temperature records or logs for a period of six months in accord with 7 CFR §210.15(b)(5).

Q. Drug Free Workplace

1. Comply with the regulations of the Drug Free Workplace Act of 1988, 41 U.S.C. 81.

R. Civil Rights Assurance

1. Make no discrimination against any child in the operation of Child Nutrition Programs because of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity conducted or funded by USDA.
2. Assure the United States Department of Agriculture and the Department that the SFA now complies with and shall in the future comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 NS 42; and USDA-FNS directives and guidelines, to the effect that, no person shall, on the grounds of, race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the SFA receives Federal financial assistance from USDA-FNS: and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. By accepting this assurance, the SFA agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Services, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the USDA and/or the Department. The person or persons designated as the Certifier or Alternate Certifier make this assurance on behalf of the SFA.
3. Collect on an annual basis racial/ethnic data of applicants for free and reduced price benefits on a school by school basis, and maintain on file for three years the racial/ethnic breakdown of applicants for free and reduced price benefits on a school-by-school basis.
4. Agree to the following non-discrimination statement and the use of the following statement in any School Nutrition Program documents or materials for the Programs it participates in:

“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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program

information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

5. Have procedures in place for receiving and processing any complaints, written or verbal, alleging discrimination in any of the School Meal Programs, in the current or prior school year, and forward copies of these complaints to the address or e-mail listed above.
6. Have procedures in place for accommodating students with special dietary needs in accordance with 7 CFR 15(b), 7 CFR §210.10(m) (1), (2), 7 CFR §220.8(d) (1) and 7CFR §220.8(d) (2) and FNS guidance, *Policy Memorandum on Modifications to Accommodate Disabilities in the School Meals Program* and *Accommodating Disabilities in the School Meal Program: Guidance and Q&As*.
7. Conduct civil rights training annually for personnel who interact with program applicants or participants, such as cafeteria staff, free and reduced price application approval staff and their supervisors, and establish and maintain documentation that indicates the civil rights training occurred and that the required participants attended. Documentation must indicate that the following areas were covered: Collection and Use of Data, Effective Public Notification Systems, Complaint Procedures, Compliance Review Techniques, Resolution of Noncompliance, Requirements for Reasonable Accommodations of Persons with Disabilities, Requirements for Language Assistance, Conflict Resolution, and Customer Service.
8. The “And Justice for All” poster must be displayed in a prominent place at the service delivery point. Program participants must be able to read the text without obstruction. The size of the poster must be 11” x 17”. Acceptable places to display the poster are: by the cashier, the beginning of the service line, over the milk cooler, and at the exit or entrance of the cafeteria. SFAs may download the poster from <http://www.fns.usda.gov/cr/and-justice-all-posters>.
9. Have a system in place to identify the language needs of Limited English Proficient (LEP) Households, and ensure that their applications and other household materials

(letters, applications, instructions, notices, and verification materials) are available in a language that LEP households can understand.

S. Menus

1. Comply with meal pattern requirements in daily and weekly minimum portion sizes for each age/grade group.
2. Display, at the start of each serving line and in each serving area, such as classrooms, information on the daily menu choices, and identify the food items composing the reimbursable lunch and breakfast.
3. Keep on file dated menus and production records for meals actually served along with other records for review and/or audit purposes for a period of three years from the close of the fiscal year to which they pertain. If audit findings have not been resolved, the records shall be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit.

T. Professional Standards

1. Ensure that Food Service Directors hired after July 1, 2015 meet the minimum hiring and training standards specified in 7 CFR §210.30, and that Food Service Directors are trained in food safety every five years.
 1. Provide sufficient training to all school nutrition employees to meet minimum training standards as specified in 7 CFR §210.30. Maintain and track all training provided.

U. Food Service Management Company (FSMC) or Commercial Vendor

Food Service Management Company

1. Remain responsible for compliance with all aspects of this Agreement if the SFA contracts with a food service management company.
2. Procure base year contracts only from FSMCs currently registered with the New Jersey Department of Agriculture
3. Use the State Agency developed RFP/Contract or Renewal. For SFAs procuring a base year contract, submit the completed State Agency RFP for approval before advertisement. Submit contract and renewal documents annually by May 30th in order to receive final approval before the contract/renewal start date of July 1.
4. Follow all requirements specified in 7 CFR §210.16 and 210.21, Parts 200.318 – 326 and all applicable New Jersey Statutes.
5. Ensure that any USDA Foods received by the SFA and made available to the FSMC or a processor accrue only to the benefit of the school food service program and are utilized therein and have acceptable policies and procedures in place to safeguard and utilize USDA Foods in School Meals Programs in accordance with 7 CFR §210.14(d).
6. Grant the SFA, the New Jersey Department of Education, the New Jersey Department of Agriculture, the United States Department of Agriculture, the Comptroller General of the United States and its State counterparts, or any of their duly authorized representatives, access to any books, documents, papers, and records of the FSMC which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions. [7 CFR 3016.36(i) (10)].
7. Retain all records required or necessary under this contract for a period of three years from the date of final payment hereunder; except that if any audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. [7 CFR 210.23(c) and 3016.36(i) (11)].
8. Maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. [N.J.A.C. 17:44-2.2(b)].

9. Establish an advisory board composed of parents, teachers, and students that meet periodically during the school year to assist in menu planning in schools that contract with a FSMC.

Commercial Vendor

1. Remain responsible for compliance with all aspects of this Agreement if the SFA contracts with a commercial vendor.
2. Use the State Agency developed contract and renewal. Submit contract and renewal documents annually by May 30th in order to receive final approval before the contract/renewal start date of July 1.
3. Follow all requirements in 7 CFR §210.16 and all applicable New Jersey Statutes.
4. Ensure that any USDA Foods received by the SFA and made available to the vendor or processor accrue only to the benefit of the school food service program and are utilized therein and have acceptable policies and procedures in place to safeguard and utilize USDA Foods in School Meals Programs in accordance with 7 CFR §210.14(d).
7. Provide records relating to vended meals as needed, including but not limited to, the following: delivery slips, recipes, nutrition fact labels, manufacturers product formulation statements and/or child nutrition (CN) labels for all items served as a part of the reimbursable vended meals.
8. Grant representatives of the SFA, the Department, the USDA and the U.S. General Accounting Office access to any of its books, documents, papers, and records directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions. The vendor will retain all required records for a period of three (3) years after the SFA makes final payment under the contract and all other pending matters are closed.
9. Maintain all books and records pertaining to the school food service program on the property of the school district.

V. Nonpublic SFAs

Shall also agree to the general terms and conditions of this agreement, shall be recognized as a school by the NJ Department of Education, and shall have non-profit designation from the federal government per an IRS 501(c)(3) letter of determination.

W. Community Eligibility Provision (CEP) Sponsors

The CEP sponsor shall agree to all the terms of the School Food Authority (SFA) Agreement **except** they shall:

1. The LEA, group of schools, or school must have an identified student percentage of at least 40 percent, as of April 1* of the school year prior to participating in CEP. Individual schools participating in a group may have less than 40 percent identified students, provided that the average identified student percentage for the group is at least 40 percent. **Please note that for SY2020-2021, this date has been changed to June 30, 2020 as specified in COVID-19 Child Nutrition Response #6, Nationwide Waiver of CEP Deadlines.*
2. Serve, count, and claim all students in the participating school(s) breakfasts and lunches at no cost, for the length of their CEP cycle, not to exceed four successive years, and must notify the public the availability of school meals at no cost in the participating school(s).
3. Not collect free and reduced price meal applications for meal price determination from households in participating schools in subsequent years during the period of participation in CEP. Compare each school's/site's daily free count against the number of students currently enrolled who have access to the National School Lunch and School Breakfast Programs and the attendance factor prior to submission of a

- monthly claim for reimbursement.
4. Maintain a daily total count of breakfasts and lunches at the point of service by site.
 5. Pay, from sources other than Federal funds, the costs of serving breakfasts and lunches that are in excess of the Federal assistance received, including Federal cash reimbursement.
 6. Manage and maintain groups and cycles on an annual basis in order to establish optimal claiming percentages, if applicable.
 7. Maintain all records as specified in 7 CFR 245.9(h)(3) for the entire duration CEP is in effect, plus three additional years after the date of submission of the final Claim for Reimbursement for the last fiscal year of CEP, or longer if there are audit findings and until resolution of those findings.
 8. Abide by all requirements for applying and administering CEP as stated in in 7 CFR 245.9(f)-(l).

X. AT-RISK AFTERSCHOOL MEAL PROGRAM SPONSORS

1. SFAs participating in the Child and Adult Care Food Program (CACFP) At-Risk Afterschool Meals Program to provide dinner meals and/or afterschool snacks shall abide by all state and federal regulations (7 CFR Part 226) and instructions governing the operation of the At-Risk Afterschool Meals Program for all participating schools under its jurisdiction.

IV. THAT THE DEPARTMENT AND THE SFA SHALL:

- A.** Mutually agree that this Agreement may be terminated upon ten days' written notice on the part of either party hereto, and the Department may terminate this Agreement immediately after receipt of evidence that the SFA has not fully complied with the terms and conditions of this Agreement. Any termination will follow 7 CFR §210.18 and the State appeal procedures. Any termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.
- B.** Mutually agree that the terms of this Agreement shall not be modified or changed in any way other than by the consent, in writing, of all parties hereto.
- C.** Mutually agree that failure to abide by the terms of this Agreement may cause reimbursement to be withheld or forfeited until full compliance has been verified by the Department.

**ADDENDUM TO THE
SCHOOL FOOD AUTHORITY (SFA) AGREEMENT FOR
THE FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)**

1. SFAs shall be responsible to ensure that each school awarded the FFVP grant complies with the following:
 - a. Provide fresh fruits and vegetables at no charge a minimum of two (2) times per week to all students, at times other than meal service periods, in one or more areas of the school during the official school day.
 - b. Each program must begin in September 2020 as specified to the SFA.
 - c. Ensure that students will not be permitted to take fruits and vegetables home.
 - d. Ensure that the fruits and vegetables are not served as a part of any other School Nutrition Program meal or snack.
 - e. Submit on a monthly basis a claim for reimbursement detailing student participation, purchases, preparation and other costs of the FFVP to NJDA through SNEARS, the NJDA web-based reporting system used in the School Lunch Program.
 - f. Attend an orientation or participate in a webinar, as determined by NJDA, in order to be trained on FFVP requirements and reporting procedures.
 - g. Follow proper local, state, and federal procurement procedures and the Buy American requirements of the National School Lunch Program, 7 CFR 210.21 (d).
 - h. Ensure the proper handling and storage of all fresh produce in order to prevent spoilage, loss, and illness.
 - i. Comply with all Food Safety and Hazard Analysis and Critical Control Point (HACCP) principles for fresh produce.
 - j. Use the grant funds only for purposes authorized by the FFVP and Section 19 of the Richard B. Russell National School Lunch Act, 42 USC 1759 (a) that is primarily to purchase fresh fruits and vegetables. Up to twenty-five percent (25%) of the total grant award may be used toward the costs of labor to prepare and distribute the fruits and vegetables, and up to ten percent (10%) of the total grant award may be used for administrative costs.
 - k. Administer the FFVP in compliance with all applicable local, state and federal laws and regulations.
 - l. Implement the FFVP in accordance with the program implementation plan outlined in its submitted FFVP Application Packet and the accompanying attachments addressing School Information and Data, Certification of Support, and FFVP Questionnaire, all of which are incorporated herein by reference.
 - m. Agree to provide funds to the approved school(s) under its jurisdiction for the purpose of making approved fresh fruits and vegetables available to students during the school day in accordance with FFVP guidelines and all applicable local, state, and federal regulations and requirements.
 - n. Ensure that each school that contracts its School Nutrition Program services to a Food Service Management Company (FSMC) that agrees to manage or operate certain aspects of the FFVP on behalf of the SFA, as more fully set forth in the SFA's Request for Proposal and the FSMC's response thereto, requires that the FSMC maintains separate records that identify and track all costs and expenses allocated and charged to the FFVP, and that the FSMC provides full documentation to the SFA and NJDA upon request.
 - o. Expense fifty percent (50%) of each school's grant funds no later than February 28, 2021.
 - p. Plan to have a remaining balance of ten percent (10%) or less of each school's total grant funds as of June 30, 2021.