**Wyoming Department of Education-Nutrition Section**

**Community Eligibility Provision**

**Local Educational Agency Agreement**

 Number:      District Name:

This agreement is between the Wyoming Department of Education (WDE) and       *(Educational Agency Name)* and covers the period of four years starting July 1, 2014 through June 30, 2018. The Local Educational Agency (LEA) school(s) may stop participating in the Community Eligibility Provision (CEP) during the four-year cycle by notifying the State agency no later than June 30th of the school year prior to when they want to return to traditional counting and claiming procedures.

The undersigned has the authority to enter this Agreement to participate in the Community Eligibility Provision as authorized by Section 11(a)(1) of the Richard B. Russell National School Lunch Act.

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

1. The LEA agrees to serve all children in the participating school(s) free breakfasts and free lunches for four successive school years.
2. The LEA must have a percentage of enrolled students who were Identified Students as per the LEA Verification Summary Report or as of April 1st of the year prior to participating in CEP that is greater than or equal to 40%.
3. 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, including Federal cash reimbursement.
4. The LEA agrees not to collect free and reduced price meal applications that will be used for meal price determination from households in participating schools in subsequent years during the period of participation in CEP.
5. The LEA agrees to maintain a total count of breakfasts and lunches served at the point of service daily by building.
6. 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 WDE nor the LEA has an obligation to renew this agreement.

Print Name:

District Superintendent (public schools) or Administrator (non-public school)

Signature: Date:

 District Superintendent (public schools) or Administrator (non-public school)

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

**WDE Only**

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

 Wyoming Department of Education