WYOMING DEPARTMENT OF EDUCATION

Child Nutrition Programs Rev. 7/13

Hathaway Building, 2nd floor

2300 Capitol Avenue

Cheyenne, WY 82002-0206

307-777-6263

 Agreement Number:

 DUNS Number:

 EIN Number:

**PERMANENT AGREEMENT**

**WYOMING DEPARTMENT OF EDUCATION**

**PERMANENT PROGRAM AGREEMENT FOR**

**CHILD NUTRITION PROGRAMS**

**INSTRUCTIONS:**  The original of this Agreement is to be completed and submitted to the Wyoming Department of Education (WDE). The Local Education Agency (LEA) (public school district, private school, or residential child care institution) should fill in the name and address block, complete Sections A and F where applicable, and sign the Certification Statement. The Department will complete Section N, sign the Agreement, and return a copy of the signed Agreement to the Local Education Agency (LEA). This Agreement is a permanent document and should be retained with current records until replaced by a subsequent document.

**NAME AND ADDRESS OF LOCAL EDUCATION AGENCY:**

Physical Address:

Mailing Address:

 City State Zip

 In order to effectuate the purposes of the National School Lunch Act, as amended, the Child Nutrition Act of 1966, as amended, and the Regulations for the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Afterschool Care Program (ASCP), Fresh Fruit and Vegetable Program (FFVP) the Special Milk Program (SMP), the Child and Adult Care Food Program (CACFP), the Summer Food Service Program (SFSP), and the USDA Food Distribution Program issued thereunder, the Wyoming Department of Education, hereinafter referred to as the “State Agency,” and the above-listed Local Education Agency, hereinafter referred to as the “Local Education Agency,” covenant and agree as follows:

|  |  |
| --- | --- |
| **SECTION A:***Program Participation* | The Local Education Agency is requesting participation in the following Child Nutrition Program(s) operated by the Wyoming Department of Education:      |
|  | [ ]  The Local Education Agency is operating the NSLP in the following provision status. |
|  | Provision 2 |
|  | List each site participating in provision status:     List last base year:      |
|  | Provision 3 |
|  | List each site participating in provision status:      List last base year:      |
|  |  |
| **SECTION B:***Reimbursement for Meals/FFVP/Milk; Distribution of USDA Donated Foods* | The State Agency agrees to reimburse the Local Education Agency, to the extent of funds available, for meals/milk served to children participating in the child nutrition program(s) designated, in accordance with the listed regulations applicable to such programs: National School Lunch Program (7 CFR Part 210), Fresh Fruit and Vegetable Program (7CFR Parts 211 and 235), Special Milk Program (7 CFR Part 215), School Breakfast Program (7 CFR Part 220), Summer Food Service Program (7 CFR Part 225), and Child and Adult Care Food Program (7 CFR Part 226). The State Agency also agrees to distribute federally donated food to qualifying Local Education Agencies following the regulations established in 7 CFR Part 250. |
|  |  |
| *Program Materials* | The State Agency, from time to time, will distribute materials to the Local Education Agency that pertain to the various Nutrition Programs designated. |
| *Change In Requirements* | The State Agency will promptly notify the Local Education Agency of any change in the minimum nutritional requirements, the assigned rates of reimbursement, or any other regulatory changes. |
|  |  |
| **SECTION C:***Proper Authority/ Compliance* | The Local Education Agency, being the authority having supervision and control over the operation of the nonprofit food service and/or nonprofit milk service in the site(s) named in the Child Nutrition On Line Program, will supervise the food/milk service operations at such sites in such manner as will ensure compliance therein with the terms and conditions hereinafter set forth. The Local Education Agency and any participating schools under its jurisdiction shall comply with the following U.S. Department of Agriculture (USDA) regulations, as applicable, in the operation of its child nutrition programs: *National School Lunch Program* (7 CFR Part 210), *Special Milk Program* (7 CFR Part 215), *School Breakfast Program* (7 CFR Part 220), *Summer Food Service Program* (7 CFR Part 225)*, Child and Adult Care Food Program* (7 CFR Part 226), *Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools* (7 CFR Part 245), and *Donation of Foods for Use in the United States, etc.* (7 CFR Part 250), which the State Agency will make available upon request.The Local Education Agency, being the authority having supervision and control over the operation of the non-profit food service agrees to furnish the WDE will all information needed to facilitate compliance with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting requirements. |
| *Nutritional Requirements* | Meals served to program participants will meet nutrition requirements as prescribed by the USDA and will be served during a period designated for approved meals, as appropriate, by the Local Education Agency.   |
| *Identification of Reimbursable Meal* | The reimbursable meal must be identified at or near the beginning of the serving line(s) so students and parents are aware of what is included in the school meal. Implementing this requirement must not result in over identification of any student participating in the NSLP or SBP through use of a separate serving line for the reimbursable meal or other segregation of certified students. |
| *Offering of Meals/Milk* | Meals/milk as designated shall be offered to all children attending each school named in the Child Nutrition On Line Program, and shall be served without cost or at reduced cost to all children who have been determined by the Local Education Agency to be eligible for such meals in accordance with 7 CFR Part 245, when applicable. All meals must be priced as a unit in order to be claimed for reimbursement. |
| *No Discrimination* | No physical segregation or other discrimination of any kind against any child shall be made by the Local Education Agency because of an inability to pay the full price for meals or milk. This includes pulling students out of the service line or seating students at separate tables. |
| *Nonprofit Food Service/Milk Service* | The Local Education Agency will operate a nonprofit food service or a nonprofit milk service in which all revenues received are used only for operation or improvement of such food or milk service; provided, however, that such revenues shall not be used to purchase land or buildings or to construct buildings. Where applicable, USDA food containers will be used or sold, if possible. Money received from the sale of containers should be deposited to the Local Education Agency’s non-profit food service and may be used only for expenses related to the USDA Food Distribution Program, such as storage or handling costs. |
|  |  |
| *Financial Management* | The Local Education Agency represents and warrants that it will accept final administrative and financial responsibility for the Nutrition Program operations at all approved sites listed in the Child Nutrition On Line Program. In doing so, the Local Education Agency will maintain a financial management system as prescribed under 7 CFR 210.14(c), 7 CFR 225.6(e), 7 CFR 226.15(e), or 7 CFR 250.15 (as applicable) and comply with the requirements of the USDA’s regulations regarding financial management (7 CFR 3015).  |
|  |  |
|  | The Institution, being the authority having supervision and control over the operation of the non-profit food service agrees to furnish the WDE with all information needed to facilitate compliance with Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting requirements.  |
| *Operating Balances* | The Local Education Agency will limit its net cash resources to an amount that does not exceed three months’ average expenditures for its nonprofit food service program. Accrual of a balance in excess of this amount will require prior State Agency approval. If the Local Education Agency cannot justify the need for such an excess balance, the State Agency will require that these funds be used to reduce the price of meals to paying children or to improve the quality of meals.  |
|  |  |
| *Facilities/ Sanitation* | The Local Education Agency will maintain proper sanitation and health standards, complying with all applicable federal, state and local laws and regulations as it maintains adequate facilities for storing, preparing and serving food for all child nutrition programs |
|  |  |
| *Foods of Minimal Nutritional Value* | Foods of minimal nutritional value shall not be sold in the food service areas during meal periods. Foods exceeding minimal nutritional value may be sold, upon approval of the Local Education Agency, if the proceeds benefit the food service program, a recognized student organization, or an individual school. |
|  |  |
| *Meal Counts* | The Local Education Agency will count the number of reimbursable meals served to eligible children at the point of service or through another counting system approved by the State Agency. These meal counts will be tabulated by eligibility category unless approved by the State Agency. The Local Education Agency is required to submit their counting and claiming system annually to the State Agency. |
|  |  |
| *Claims For Reimbursement* | The Local Education Agency will submit a monthly Claim for Reimbursement on forms provided on the Child Nutrition On Line Program. This claim will be submitted to the State Agency by the 10th of each month. The Local Education Agency will claim reimbursement at the assigned rates only for reimbursable meals or milk served to eligible children. The Local Education Agency’s official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR Part 210, paragraph 210.8, 7 CFR Part 225, paragraphs 15(a) and 15(c), and 7 CFR Part 226, paragraph 226.10, as applicable.Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination from the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity, the penalties shall apply as specified in 7 CFR Part 210, paragraph 210.25, 7 CFR Part 225, Paragraph 6(a)4(i), and 7 CFR Part 226, paragraph 226.14. |
|  |  |
| *Free and Reduced Price Meal Applications* | The Local Education Agency will maintain files of currently approved and denied, free and reduced price applications and Direct Certification lists, respectively. These applications must be completed based on household status rather than individual child status. If applications are maintained at the district level, they shall be readily retrievable by school.The Local Education Agency shall only use State Agency distributed forms or prototype forms from the free and reduced price application packet that is sent each year prior to the start of each school year. |
|  |  |
| *Record Keeping* | The Local Education Agency shall maintain full and accurate records of its child nutrition program(s), nonprofit food/milk service, and USDA Food distribution program to serve as a basis for: claims for reimbursement; accountability, storage, and use of USDA Foods; and audit and review purposes. The records, which should be kept with respect to each program, and for at least the time period identified in regulation, include the following:1. Daily number of meals served to children, by category, where applicable, and by type of meal, or daily number of half-pints of milk served to children, by category, under the Special Milk Program.
2. Revenue from children’s payments, federal reimbursement, food sales to adults, other sources including loans to the program, and all a la carte sales, where applicable.
3. Food service expenditures (supported by invoices, receipts, or other evidence of expenditures) for food, labor, and other expenses, including repayment of loans to the program.
4. Menu and Production Records.
5. Applications for Free and Reduced Price Meals/Free Milk.
6. Where applicable, a record of all USDA Foods received, including date and quantity; an annual inventory record of donated USDA Foods; and a record of container use and an accounting of all funds derived from the sales of empty containers, if applicable.

Upon request, the Local Education Agency shall make all accounts and records pertaining to its food service or milk service available to the State Agency or USDA, Food and Nutrition Service (FNS) for audit or review at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if 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. |
|  |  |
| *Civil Rights* | The Local Education Agency will 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 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, gender, 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 Local Education Agency receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.By accepting this assurance, the Local Education Agency 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 normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the State Agency. The person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the program applicant.School Food Authorities are responsible for annual civil rights training. Prototypes for this required training can be found on the WDE website at: <http://edu.wyoming.gov/Programs/nutrition/Civil_Rights.aspx> |
| **SECTION D:***Approval of Sites and Reimbursement Rates* | The State Agency and Local Education Agency mutually agree that the Child Nutrition On Line Program, and any supplements thereto, listing schools and sites approved by the State Agency, shall be made a part of this Agreement. Schools may be added to or deleted from the Child Nutrition On Line Program from time to time as the need arises with State Agency approval, Final determination of the eligibility of applicant schools and institutions and the rates of reimbursement and distribution of USDA Food will be made by the State Agency. |
|  |  |
| *Amendment* | The terms of this Agreement shall not be modified or changed in any way other than by the consent, in writing, of both parties hereto. |
| **SECTION E:***Definitions:* | For the purpose of this Agreement, the following terms shall be construed to mean, respectively: |
|  | Meals - Food served at a site under the indicated program(s) that meets the applicable nutritional requirements set forth in USDA regulations. “Meals” thus means breakfast, lunch, or snack, whichever are applicable. |
|  |  |
|  | Milk - Pasteurized fluid types of unflavored 1% white milk, low fat white milk, skim white or flavored milk, or, which meet State and local standards for such milk except for the meal pattern for infants eight (8) months up to one year of age. Children from age 1-2 will be served whole white or flavored milk. Under current regulations, for that age group only, milk means iron-fortified formula. All milk should contain Vitamins A and D at levels specified by the Food and Drug Administration and be consistent with State and local standards for such milk. |
|  |  |
|  | Net Cash Resources - All monies that are available to or have accrued to a Local Education Agency’s nonprofit food service at any given time less cash payable. |
|  |  |
|  | Nonprofit Food/Milk Service - Food or milk service operations conducted by the Local Education Agency principally for the benefit of schoolchildren, all of the revenue which is used solely for the operation or improvement of such food or milk service. |
|  | Point of Service - The point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price, or paid meal has been served to an eligible child as approved on your Counting and Claiming Policy. Students are informed at the beginning of each service line how to identify a reimbursable meal.  |
|  | School - (a) An educational unit of high school grade or under, recognized as part of the educational system in the State, and operating under public or nonprofit private ownership in a single building or complex of buildings; (b) any public or nonprofit private classes or preprimary grades when they are conducted in the aforementioned schools; or (c) any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government. |
|  |  |
|  | Site - The location of an individual food service program such as a school building or institution dining room. |
|  |  |
| **SECTION F:** | **Each section listed below identifies a Program in which the district participates over and above the National School Lunch, Special Milk, and School Breakfast Programs. By initialing, the district indicates that it will follow all Special Provisions necessary for the regulatory completion of that Program.** |
| ***Special Provisions for the After School Care Program******please initial here*** | The LEA agrees to meet the following requirements for the After School Care Program: Claim for reimbursement only those meal supplements (snacks) served during an approved afterschool care program that meet the meal pattern for supplements as set forth in federal regulations.Claim for reimbursement only those snacks served afterschool on school days. Any snacks served before or during the school day, or on weekends, holidays, or vacation periods, may not be claimed for reimbursement. Snacks may be claimed on days when summer school is in session if this summer school is an integral part of the curriculum or an extension of the local education program. For afterschool care programs in RCCIs, only those children who are enrolled and attending school may have their snacks claim for reimbursement.Claim for reimbursement only for sites approved on the Afterschool Care Program application. Claim reimbursement for no more than one snack, per child, per day. Children from birth to age 18 or disabled students of any age are eligible.A school must provide educational or enrichment activities (e.g., mentoring or tutoring programs).Keep a roster, list, sign-in sheet, or other means of documentation to determine that children are present on a given day to coincide with claim documents.Claim snacks in the correct reimbursement category as determined by the State Agency.Count and record snacks served daily at each session at which snacks are served according to the proper procedure identified by the State Agency. The snack counts must then be totaled for the claim month and recorded on the Claim for Reimbursement. Point of service counts are recommended but not required.Maintain records for meal counts, daily attendance, menus and meal production as required in regulation.Conduct required on-site visits twice per year to validate that program requirements are being met. One on-site visit must be done within 4 weeks from the day the Afterschool Care Program begins. |
| ***Special Provisions for the USDA Fresh Fruit and Vegetable Program******please initial here*** | The LEA agrees to meet the following requirements for the Fresh Fruit and Vegetable Program:Any Local Education Agency wishing to participate in the Fresh Fruit and Vegetable Program must fill out a grant application yearly. The Local Education Agency will only be allowed to participate in the Fresh Fruit and Vegetable Program if they are successfully awarded a grant. The Local Education Agency must agree to:* Serve all enrolled children in the elementary school.
* Pre-school children housed in the school and participating in the NSLP may be included in the FFVP.
* Serve the fresh fruit or vegetable during the school day but outside regular breakfast or lunch time.
* Submit a claim for reimbursement by the 10th of each month.
* Widely publicize within the school the availability of free fresh fruits and vegetables.
* Provide nutrition education.
* The classroom teacher may be served as long as they are modeling healthful eating habits to their students. No other adults can be served.
* Follow proper procurement procedures.
* Follow usual record keeping practices as with other Child Nutrition Programs.
* Adhere to what was stated in the grant application. Deviations from the grant application must be approved by the State Agency.
* Follow all rules as stated in 7 CFR Parts 211 and 235
 |
| ***Special Provisions for the USDA Food Distribution Program******please initial here*** | The LEA agrees to meet the following requirements for the USDA Food Distribution Program: Any Local Education Agency participating in the National School Lunch Program will participate in the USDA Food Distribution Program and receive USDA donated foods. The Local Education Agency will utilize at minimum 90% of their available entitlement.USDA Foods will be requested and accepted in such quantities as can and will be fully utilized in a six-month period without waste. Any Local Education Agency requesting and accepting USDA Food in quantities too large to be consumed may be held financially responsible for any spoilage or contamination that results in the foods being unfit for human consumption. The Local Education Agency will accept full responsibility for providing proper accountability, storage, and use of USDA Foods. USDA Food received under this Agreement will be used solely for the benefit of those persons served or assisted by the Local Education Agency Under no circumstances will USDA Food be sold. The Local Education Agency will provide facilities for the proper handling and storing of USDA Food requested and accepted. The State Agency and USDA are authorized to inspect, at any reasonable time, the USDA Food in storage or the facilities or warehouses used in the handling or storage of USDA FoodIn the event of any claim in favor of the Local Education Agency against an insurer, warehouse or other person as the result of fire, theft, loss or damage to a USDA Food, the Local Education Agency will take all action necessary to obtain restitution. .The Local Education Agency will be billed for the distribution of the USDA Food. The billed amount will be paid to either the Distributor or the State Agency, whichever is applicable, as promptly as practical following the date on which such charges are billed to the Local Education Agency and no later than 30 days after the billing month.A Local Education Agency must take delivery of foods ordered and received in the warehouse for the Local Education Agency, unless prior arrangements have been made with the State Agency. |
| ***Special Provisions for CACFP Participation******please initial here******Special Provisions for SFSP Participation******Please initial here***  | The LEA agrees to meet the following requirements for the Child and Adult Care Food Program: The CACFP portion of the food service program operated by the Local Education Agency is: (check one below) **[ ]  Non-pricing** (no charge to students**[ ]  Pricing** (students pay for meals) and will be reimbursed under the following chosen method:**[ ]  Claiming percentages** (generally non-pricing option)**[ ]  Actual count of meals by eligibility category** (generally pricing option.The Sponsor must follow all Child and Adult Care Food Program rules and regulations as specified in the USDA guidelines and requirements.The LEA agrees to meet the following requirements for the Summer Food Service Program: The Sponsor will meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d) (1).The Sponsor must operate the program as a non-profit program only. The Sponsor must operate the program only during the times specified on its annual application.The Sponsor must follow all Summer Food Service Program rules and regulations as specified in the USDA guidelines and requirements. |
| **SECTION G:***Entirety of Agreement* | This Agreement, consisting of eleven (14) pages, represents the entire and integrated agreement between the parties and supersedes all prior negations, representations and agreements, whether written or oral. |
| **SECTION H:***Indemnification* | The Local Education Agency shall release, indemnify, and hold harmless the State and the State Agency, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the Local Education Agency's performance under this contract. |
|  |  |
| **SECTION I:***Non-Discrimination* | The Local Education Agency shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* The Local Education Agency shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin, age, or disability in connection with the performance of this Agreement. |
| **SECTION J*:****Prior Approval* | This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Attorney General or his representative. |
|  |  |
| **SECTION K:***Severability* | Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect. |
| **SECTION L:***Sovereign Immunity* | The State of Wyoming, State Agency and Local Education Agency do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement. |
|  |  |
| **SECTION M:***Third Party Beneficiary* | The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement. |
|  |  |
| **SECTION N:**  | Complete a separate form for each serving site that uses a different procedure. Make copies of this form as needed. If you make changes in the Child Nutrition On Line Program, you must e-mail the National School Lunch Program Consultant of the change.  |

Check **ALL** that apply for the School Breakfast Program (SBP), National School Lunch Program (NSLP), and Afterschool Care Program (ASCP).

A. Collection of Money (Officials must ensure there is no overt identification of recipients of free or reduced priced meals.)

SBP NSLP ASCP Reduced Priced Meals/Full Priced Meals

|  |  |  |  |
| --- | --- | --- | --- |
| [ ]  | [ ]  | [ ]  | 1. Student payments for meals are made in the school office or cafeteria.
 |
| [ ]  | [ ]  | [ ]  | 1. Student payments for meals are made to the classroom teacher.
 |
| [ ]  | [ ]  | [ ]  | 1. Parents pay for meals in advance.
 |
| [ ]  | [ ]  | [ ]  | 1. Students are provided an envelope in which to return their meal payments.
 |
| [ ]  | [ ]  | [ ]  | 1. Student payments for meals are collected at the time of meal service. (This is discouraged as a method for payment of reduced price meals because of overt identification.)
 |
| [ ]  | [ ]  | [ ]  | 1. Students do not pay for their meals.
 |
| [ ]  | [ ]  | [ ]  | 1. Other: (explain)
 |

B. Checking for Components

SBP NSLP ASCP

|  |  |  |  |
| --- | --- | --- | --- |
| [ ]  | [ ]  | [ ]  | 1. The cashier monitors each tray at the end of the serving line.
 |
| [ ]  | [ ]  | [ ]  | 1. The last server monitors the tray before the child leaves the serving line.
 |
| [ ]  | [ ]  | [ ]  | 1. A teacher is stationed at the end of the serving line to monitor trays.
 |
| [ ]  | [ ]  | [ ]  | 1. A teacher/food service employee is stationed at the self-service bar to monitor tray for the required components.
 |
| [ ]  | [ ]  | [ ]  | 1. Other: (explain)
 |

C. Counting Procedures (system must record the number of full price, reduced price and free meals at the Point of Service. The count should be taken after the child has been served or through an alternative counting system which has been approved by Wyoming Department of Education.)

SBP NSLP ASCP

|  |  |  |  |
| --- | --- | --- | --- |
| [ ]  | [ ]  | [ ]  | 1. After students pass through the serving line, a cashier or teacher uses a roster to check-off the name or number of each student served a reimbursable meal. This list is used to determine the daily count by category.
 |
| [ ]  | [ ]  | [ ]  | 1. After students pass through the serving line, a cashier or teacher scans a roster with a computer scanner. The computer determines the daily count by category.
 |
| [ ]  | [ ]  | [ ]  | 1. Coded tickets for student meals are sent to the classroom or cafeteria each day. The teacher or cashier distributes the tickets just before mealtime. After students pass through the serving line, tickets are collected from each student and are counted, clipped, punched, or marked and the cashier determines the daily count by category.
 |
| [ ]  | [ ]  | [ ]  | 1. Coded tickets are kept in the possession of the students. After students pass through the serving line, tickets are collected from each student and are counted, clipped punched or marked, and the cashier determines the daily count by category.
 |
| [ ]  | [ ]  | [ ]  | 1. Coded tickets are scanned after the students pass thought the serving line. The computer determines the daily count by category.
 |
| [ ]  | [ ]  | [ ]  | 1. Tickets are taken at the beginning of the line and a person is assigned the specific responsibility of monitoring trays for required components.
 |
| [ ]  | [ ]  | [ ]  | 1. Other: (explain)
 |

D. Ticket Coding Method

SBP NSLP ASCP

|  |  |  |  |
| --- | --- | --- | --- |
| [ ]  | [ ]  | [ ]  | 1. Computerized Bar Code
 |
| [ ]  | [ ]  | [ ]  | 1. Number coding by Series
 |
| [ ]  | [ ]  | [ ]  | 1. Other: (explain)
 |

In this space, attach a sample of the coded tickets for each category: free, reduced price, and paid.

|  |  |
| --- | --- |
|  |  |
| **SECTION O:**  | This Agreement shall be effective for the period commencing *July 1*,     (year) and shall remain in effect until terminated or cancelled as provided herein. This Agreement may be terminated upon thirty (30) dayswritten notice on the part of either party hereto: *provided, however*, that the State Agency may cancel this Agreement immediately upon receipt ofevidence that the terms and conditions of this Agreement have not been fully complied with by the Local Education Agency. Upon receipt of notice of termination or cancellation of the Agreement, the Local Education Agency agrees to comply with the instructions of the State Agency to: (a) distribute all remaining inventories of USDA Food in accordance with the provisions of this Agreement, or (b) return such inventories to the State Agency, and to transmit such reports as required by the State Agency to record final disposition of such inventories. Except that 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. This Agreement is contingent upon the availability of federal funds. |

**CERTIFICATION STATEMENT**

***I hereby certify*** that all of the above information is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that USDA and state officials may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

|  |  |
| --- | --- |
| SIGNATURE ON BEHALF OF LOCAL EDUCATION AGENCY BY AUTHORIZED REPRESENTATIVE *(****SEE BELOW****)\** | WYOMING DEPARTMENT OF EDUCATION |
| BY:  Signature | BY:  Signature |
| NAME:        Print or Type | NAME: Tamra Jackson  Print or Type |
| TITLE:        | TITLE: Nutrition Programs Supervisor  |
| DATE:        | DATE:        |

\*AUTHORIZED REPRESENTATIVES are identified as the following and are the only accepted signatories:

* Public School District Superintendent
* Private School Principal or Chairman of the Board
* Residential Child Care Institution (RCCI) Director

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual’s income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <http://www.ascr.usda.gov/complaint_filing_cust.html>, or at any USDA office, or call (866)632-9992 to request the form. You many also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

Spanish version of Civil Rights Information

<http://www.ascr.usda.gov/es_us/sp_complaint_filing_cust.html>

USDA is an equal opportunity provider and employer.