

Public Education Department

Student Nutrition Bureau

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Date: June 15, 2009

LEA Contact Information School Year 2009-2010

Local Education Agency (LEA) Name: Gadsden Independent School District

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Telephone Number: (575) 882-6775

Mailing Address: P.O. Drawer 70, Anthony, New Mexico 88021

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Superintendent Cynthia Nava

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Principal or Administrator

Telephone Number:

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Food Service Director (FSD) Demetrious P. Giovas

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Other Title: Student Nutrition Program Director

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Fax Number: (575) 882-6779

Person Completing Agreement Package: Jacqueline M. Aguilar

Title: SNP Specialist / Administrative Assistant

Telephone Number: (575) 882-6775

E-Mail Address: JAGUILAR@GISD.K12.NM.US Fax Number: (575) 882-6779

Person Completing Reimbursement Claims: Jacqueline M. Aguilar

Title: SNP Specialist / Administrative Assistant

Telephone Number: (575) 882-6775

E-Mail Address: JAGUILAR@GISD.K12.NM.US Fax Number: (575) 882-6779

Contact Person for Questions Regarding Agreement

Name & Title: Demetrious P. Giovas

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Table with 3 columns: Does LEA Use a Food Service Management Company?, If Yes, Please Complete the following Information, Type or Print. Rows include FSMC Operating Cafeteria, Corporate Office Information, Local Education Agency Information, LEA Employee Overseeing FSMC, and Comments.

AGREEMENT

NEW MEXICO PUBLIC EDUCATION DEPARTMENT, STUDENT NUTRITION BUREAU NATIONAL SCHOOL LUNCH PROGRAM (NSLP), SCHOOL BREAKFAST PROGRAM (SBP), SPECIAL MILK PROGRAM (SMP) AND /OR SPECIAL MILK PROGRAM SPLIT-SESSION (SMPS-S) KINDERGARTEN, AFTER SCHOOL SNACK AND/OR SEAMLESS SUMMER OPTION

In order to effectuate the purpose of the National School Lunch Act, as amended, and the Child Nutrition Act of 1966, as amended, and the regulations governing the National School Lunch Program (7 CFR 210 and 7 CFR 245), the regulations governing the School Breakfast Program (7 CFR 220), and the regulations governing the Special Milk Program (7 CFR 215), and the regulations governing the After School Snack Program (P.L. 105-336, 7 CFR 210) and the regulations governing Seamless Summer Option (7 CFR 225) the New Mexico Public Education Department, Student Nutrition Bureau, hereinafter referred to as the "State Agency," and the school district identified below, hereinafter referred to as the "local education agency," enter into this agreement as follows:

Name of Local Education Agency: Gadsden Independent School District

The named "local education agency" applies for and agrees to operate in one or more schools, the programs listed below (Check program[s] for which you are applying):

- | | |
|---|--|
| <input checked="" type="checkbox"/> National School Lunch Program | <input checked="" type="checkbox"/> After School Snack |
| <input checked="" type="checkbox"/> School Breakfast Program | <input type="checkbox"/> Special Milk program Split – Session Kindergarten |
| <input type="checkbox"/> Special Milk Program | <input checked="" type="checkbox"/> Seamless Summer Option |

THE STATE AGENCY:

1. Agrees to reimburse the local education agency, to the extent of funds available, in connection with the operation of the National School Lunch Program, School Breakfast Program, Special Milk Program and/or Special Milk Program Split-Session Kindergarten, After School Snacks, and Seamless Summer Option, for those public and nonprofit private schools that fall under the jurisdiction of the local education agency during the school year for which this agreement is in effect. The amount of reimbursement, on behalf of any school, shall not exceed the amount equal to the number of meals and/or milk served to children multiplied by the applicable rate assigned by the State agency or by such other rate as may be subsequently assigned by the State agency.
2. Reserves the right to disallow any claim for reimbursement or to recover any payment made which is not in accordance with federal and state laws and regulations or the terms of this agreement.

THE LOCAL EDUCATION AGENCY:

In general, agrees that it will supervise School Lunch, School Breakfast, Special Milk and/or Special Milk Split-Session, After School Snack, Seamless Summer Option, as listed in Schedule A of the Child Nutrition Programs, Information Management System, and, in particular, will require each school to:

1. Comply with all provisions of 7 CFR Parts 210, 215, 220, 225 and 245, as applicable.
2. Maintain a nonprofit school food/milk service and observe the limitations on the use of nonprofit school food service revenues set forth in Section 210.14(a) and the limitations on any competitive school food service, as set forth in Sections 210.11(b) and 220.12. Reference Sections 210.9(b)(1), 215.7(d)(1) and 220.7(e)(1).
3. Limit its net cash resources to an amount that does not exceed three (3) months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with Section 210.19(a). Reference Sections 210.9(b)(2) and 220.7(e)(1)(iv).
4. Maintain a financial management system, as prescribed under Sections 210.14(c) and 220.13(i). Reference Sections 210.9(b)(3), 215.7(d)(6) and 220.7(e)(ii).
5. Comply with the requirements of the department's regulations regarding financial management (7 CFR Part 3015). Reference Section 3016, 3019, applicable and 210.9(b)(4).
6. Serve lunches, during the lunch period, which meet the minimum requirements prescribed in Section 210.10. Reference Section 210.9(b)(5).
7. Price the lunch, breakfast, and after school snacks as a unit. Reference Sections 210.9 (b)(6), 210.9(c)(2), and 220.7(e)(3).
8. Serve lunches/breakfasts and after school snacks free or at a reduced price to all children who are determined by the local education agency to be eligible for such meals under 7 CFR Part 245. Reference Sections 210.9(b)(7), 210.9(c)(3), and 220.7(e)(4).
9. If electing to provide free milk (i) serve milk free to all eligible children at times that milk is made available to non-needy children under the program; (ii) make no discrimination against any needy child because of his inability to pay for the milk. Reference Section 215.7(d)(2).

10. Claim reimbursement only for milk, as defined in Part 215, and in accordance with the provisions of Sections 215.8 and 215.10. Reference Section 215.7(d)(4).
11. Claim reimbursement at the assigned rates only for breakfasts served in accordance with agreement. Reference Section 220.7(e)(6).
12. Serve breakfasts which meet minimum requirements prescribed in Section 220.8 during a period designated as the breakfast period by the school. Reference Section 220.7(e)(2).
13. Serve meal supplements which meets requirements prescribed in 210.10. Reference Section 210.9(c)(1).
14. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, paid lunches and after school snacks served to eligible children in accordance with 7 CFR Part 210.9. The local education agency official signing the claim which is kept on file at the LEA, shall be responsible for reviewing and analyzing meal counts to ensure accuracy, as specified in Section 210.8, governing claims for reimbursement. Failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program, as specified in Section 210.25. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity, the penalties specified in Section 210.26 shall apply. Reference section 210.9(b)(8).
15. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service or through another counting system, if approved by the State agency. Reference section 210.9(b)(9).
16. Submit claims for reimbursement in accordance with section 210.8.
17. To qualify for federal financial assistance, the program application must be accompanied by a written assurance that the program for facility will be operated in compliance with the civil rights laws and implementing non-discrimination regulations.

The program applicant hereby agrees that it 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 directive and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the program applicant 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 program applicant 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, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. The 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 Department. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the program applicant.

The assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration or at a consideration that is reduced for the purpose of assisting the local education agency or in recognition of the public interest to be served by the furnishing of services to the local education agency or any improvements made with federal financial assistance extended to the program local education agency by the department.

18. Make no discrimination against any child because of his or her eligibility for free or reduced price meals, in accordance with the approved Free and Reduced Policy Statement. Reference Sections 210.9(b)(12) and 220.7(e)(5).
19. Enter into an agreement to receive donated foods, as required by 7 CFR Part 250. Reference Section 210.9(b)(13).
20. Maintain, in the storage, preparation and service of food/milk, proper sanitation and health standards, in conformance with all applicable state and local regulations. Reference Sections 210.9(b)(14) and 220.7(e)(8).
21. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the department. Reference Sections 210.9(b)(15) and 220.7(e)(10).
22. Maintain necessary facilities for storing, preparing and serving food. Reference Sections 210.9(b)(16), and 220.7(e)(11).

23. Upon request, make all accounts and records pertaining to its school food service/milk program available to the State agency, to the Food and Nutrition Service and to the Office of Audit, for audit or review at a reasonable time and place. Such records shall be retained for a period of five (5) years after the date of the final claim for reimbursement for the fiscal year to which they pertain except that if audit findings have not been resolved, the records shall be retained beyond the five-year (5-year) period as long as required for resolution of the issues raised by the audit. Reference Sections 210.9(b)(17), 215.7(d)(7) and 220.7(e)(13).
24. Maintain files of currently approved free, reduced price and denied applications, respectively. If applications are maintained at the local education agency level they shall be readily retrievable by school. The names of children approved for free lunches, based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp Program, or the Food Distribution Program on Indian Reservations (FDPIR). Reference Section 210.9(b)(18).
25. Retain the individual applications for free and reduced price lunch/breakfast/free milk applications submitted by families for a period of five (5) years after the end of the fiscal year to which they pertain or as otherwise specified under paragraphs (b)(17) and (d)(8) of Sections 210.9 and 215.7, respectively. Reference Sections 210.9(b)(19), 215.7(d)(8), and 220.7(e)(14).
26. Establish such rules as are necessary to control the sale of foods during the lunch periods in competition with meals served under the program. Such rules shall prohibit the sale of foods of minimal nutritional value; 7 CFR Part 210.11 and Appendix B, and food service management companies, 7 CFR 210.16(a).
27. Every school year, each local education agency with more than one (1) school shall perform no less than one (1) on-site review of each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the school shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems. Reference Section 210.8(a)(1).
28. Promote activities to involve students and parents in the National School Lunch program.
29. Submit and maintain documentation of corrective action, as identified in an administrative or follow-up review postmarked or submitted to the State agency no later than thirty (3) calendar days from the deadline for completion of each required corrective action.
30. Compare each school's daily count of free, reduced price and paid lunches against the product of the number of children in that school currently eligible for free, reduced price and paid lunches, respectively, times an attendance factor.
31. Compare claims against any other data available to the local education agency, such as, a school's average daily attendance, enrollment or membership data and a factor that accurately accounts for the difference between enrollment and attendance at any given time. This attendance factor may be developed by the local education agency, subject to State agency approval, or a state or national factor disseminated by the State agency. When taking the attendance factor into consideration, local education agency shall assume that children, eligible for free and reduced price meals, attend school at the same rate as the general population. Reference Section 210.8(a)(3).
32. Free and reduced price applications may be subject to release to other federal, state, and local education, health, or other means tested programs (P.L. 103-448). Reference *Eligibility Guidance for School Meals Manual* p.49-57.
33. Will ensure that the requirements set forth in the Code of Federal Regulations are met as applicable when contracting with a Food Service Management company (FSMC), Reference Section CFR 7 Part 210.
34. Will notify the State agency, Student Nutrition Bureau, of their intentions to contract with a FSMC and will ask for a request for proposal (RFP)/contract template by calling the bureau 30 days prior to publicizing the RFP. Reference Section 210.19(a)(6). The template will assist the LEA in ensuring all requirements are met.
35. Publicize the RFP in a media which has statewide distribution only after obtaining written permission that the RFP meets regulations from the State agency Student Nutrition Bureau director.
36. Certify that no changes were made to the FRP/contract other than personalization. Sign contract with the selected FSMC only after obtaining written approval from the State agency Student Nutrition Bureau director that contract meets regulations.
37. The direct certification information supplied by the NM Public Education Department will be use to certify students as eligible for free meals benefits.

After School Snack Program

38. Comply with all the requirements of P.L. 105-336 in implementing an After School Snack Program under the National School Lunch Program.
39. Assures the State agency that the school(s) meet(s) the USDA requirements to provide a reimbursable snack for the After School Snack Program.
40. Operates an After School Snack Program and will be available to students through the ages of 18 or up to 19 if the student's birthday occurs during the school year and to any student that is mentally or physically disabled regardless of age, if they are participating in the after school snack program.
41. Provide care in an after school setting for students enrolled in the LEA. The program is organized to provide children with regularly scheduled activities in a setting that is structured and supervised. Include educational or enrichment activities in an organized structured and supervised environment.
42. Organized athletic programs engaged in interscholastic or community level competitive sports only may not be approved. However, afterschool care programs which include supervised athletic activity may participate provided that they are "open to all" and do not limit membership for reasons other than space or security or, where applicable, licensing requirements. Under no circumstance can organized athletic programs engaged in interscholastic sports be approved as an After School Snack Program. Afterschool care programs that are designed to accommodate special needs or that have other limiting factors may be eligible to participate. They may include, but are not limited to programs targeted to children who have learning disabilities or programs for children who are academically gifted.
43. Claim reimbursement for snacks served after the school day ends. Snacks may be reimbursed in programs operated before or during the child's school day, weekends, or holidays, including vacation periods. Children's eligibility is based on when their scheduled school day ends and not on whether or not the school continues in session.
44. Serve snacks free or at a reduced price to all children who are determined by the LEA to be eligible for such meals.
45. Will not claim snacks that have already been claimed under the Child and Adult Care Program.
46. Maintain a roster or sign in sheet at each site to verify daily attendance and to implement a system to document the service of the snack.
47. When a LEA operates a summer school, which is an integral part of the curriculum or an extension of the local education program, it can serve snacks. Claim reimbursement for snacks served to children in after-school care programs during this period.
48. Claim reimbursement for no more than one meal supplement per child per day. Reference 7 CFR Part 210.9(c)(6).
49. Maintain a roster or sign-in sheet at each site to verify daily attendance and to implement a system to document the service of the snack.
50. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four week of its initial year of operation, once more during its first year of operations, and twice each school year thereafter. Reference Section 210.9(c)(7).
51. Reimbursement claims need not be based on "point of service" meal supplement counts. Reference section 210.9(c)(8).
52. Facilities must meet state or local health and safety standards.
53. The After School Snack program must be operated by the LEA and not some other organization, although a school does not have to use the school's personnel or regular school facilities. The LEA for the school must be the party that enters into the agreement with the State agency and must assume full responsibility for meeting all program requirements. The school may arrange with other organizations to perform the day-to-day operations.
54. Price for reduced price snacks may not exceed 15 cents. Reference Sections 210.9(c)(4).
55. Serve snacks which meet minimum requirements prescribed in Section 210.10 during a period designated as the snack period by the school. Serving portions for children ages 13 through 18 must meet the serving sizes stipulated for children ages 6 through 12. Reference Section 210.10(n) and 210.10(a)(1)(ii).
56. Claim reimbursement at the assigned rates only for snacks served in accordance with the agreement.

Seamless Summer Option

57. As required in 225.14(c)(1) of the Summer Food Summer Program regulations, the LEA demonstrates financial and administrative capability for program operations and accepts final financial and administrative responsibility for total Program operations at all sites.

58. To the greatest extent possible sites will be located in eligible areas, that is, where 50 percent or more of the children qualify for free or reduced price school meals. These sites will be open to the community located in the eligible area, except that in some cases, participation may later be limited for reasons of safety, security or control. Closed enrolled sites or camps may operate under this option

Schools that operate academic summer school sessions at sites must be open for meals to all children in the area eligible community. Otherwise, schools will be ineligible to participate in the Seamless Summer Feeding Option and meals at such schools will be reimbursed based on the individual student eligibility for free, reduced price, or paid rates.

Year-round schools may operate sites for off-track students, provided that the sites are open to all children in the area eligible community. Meals for on-track students will be reimbursed based on the individual student eligibility for free, reduced price, or paid rates.

The LEA will not claim any meals under the seamless summer option at any site without receiving prior approval from the State agency.

59. All children of school age including high school (18 years of age and under) are eligible to participate.
60. The LEA will follow NSLP meal service requirements for lunch or snacks (§210.10) and SBP meal service requirements (§220.8) for breakfast. With State agency approval, the LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches.

Consistent with NSLP and SBP regulations and instructions, the following provisions will apply to meal service at sites:

- Second meals are not reimbursable and may not be claimed
 - Production and menu records will be maintained that show compliance with meal requirements; State agency will provide prototypes for production and satellite sites. The LEA will make copies and put in a 3-ring notebook per production or satellite site.
 - The designated lunch period will be between the hours of 10:00 a.m. and 2:00 p.m., unless otherwise exempted by State agency.
 - The LEA may allow offer versus serve meals at sites
 - Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip.
61. The number and types of meals will comply with SFSP requirements at §225.16(b). With State agency approval, the LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The LEA may not claim both lunch and supper meals at the same site on the same day.
62. Meals at all approved sites will be served free to all children in accordance with §225.6(e)(4) of the SFSP regulations.
63. The LEA may claim meals at the “free” rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals may be claimed at the free rate for NSLP lunches. All lunches and suppers served will receive the standard commodity support rate available for the NSLP. Sites that qualify for the severe need breakfast rate will continue to receive this differential.
64. The LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all new sites and sites operated by non LEA personnel to operate the Seamless Summer Option or that are operated by non-LEA personnel.
- Edit Checks, as outlined in §210.8 will not be required for food service operations conducted under the Seamless Summer Option.
65. The State agency will include sites operated in the management review requirements described at 210.18 of the NSLP regulations. If a CRE is conducted of the LEA, at least one site will be visited by the State agency while it is in operation.
- FNS reserves the right to conduct an evaluation of these sites. The evaluation may include periodic special reviews. The LEA agrees to cooperate as necessary including making all applicable records and operations available for review.
- FNS may request additional information for evaluation purposes. In the event that additional information on site operations is required, FNS will allow sufficient time for the State agency and the LEA to comply with the request.

Wellness Policy

66. The LEA will comply with the USDA regulations requirements of implementation of a local wellness policy. Consistent with NSLP and SBP regulations and instructions, the following provisions will apply for each Wellness Policy, at a minimum must have:
- Nutrition Standards for food served in schools;
 - Nutrition Education;
 - Physical Activity;
 - Other school-based activities designed to provide and promote student wellness.

HACCP Plans

67. The LEA will implement a Hazard Analysis Critical Control Point (HACCP) plan; at a minimum, these plans will include the following:

- Standard Operating Procedures for food safety
- Documented Critical Control Points (the new USDA recipes include this)
- A plan for checking and documenting holding and “done” temperatures

68. The LEA will have two health inspections at each serving site each school year.

Policy Statement for Non-Pricing Programs

The local education agency warrants and represents that:

1. All children in attendance or residence are being served the same choice of meals and/or milk at no separate charge.
2. Maintain data on all children claimed for free and reduced price benefits and assures the State agency that each child receiving such benefits meets the prescribed eligibility criteria.
3. Determine eligibility in accordance with the current income eligibility guidelines.
4. A daily count is kept for all meals and /or milk claimed.
5. Has specific procedures to accept applications for benefits and its direct certification procedures.

Meal Count Policy for all Sponsors

The local education agency assures the State agency that it will implement a policy in conformance with 7 CFR Part 210.9 to correctly account for meals and/or milk served in the National School Lunch, School Breakfast, and/or Special Milk, After School Snack and Seamless Summer Option under its jurisdiction. In fulfilling its responsibilities, the local education agency shall:

1. Claim reimbursement at the assigned rate only for milk or reimbursable free, reduced price, paid breakfast and lunches and served to eligible children at the point of service.
2. Maintain on file each month’s signed claim for reimbursement and all data used in the claims review process by school.
3. Base reimbursement claims on meal counts taken daily at the point of service that correctly identify the number of free, reduced price and paid meals served to eligible children.

THE STATE AGENCY AND THE LOCAL EDUCATION AGENCY MUTUALLY AGREE THAT:

1. Local education agency’s school food service director must attend a mandatory meeting to be held in Santa Fe during the month of April at a designated place.
2. Updated list of schools in Schedule A of the Child Nutrition programs, Information Management System and approved by the State agency, shall be part of this agreement.
3. Schools may be added to or deleted from Schedule A of the Child Nutrition Programs, Information Management System (CNPIMS), as the need arises, and the reference herein to the application form shall be deemed to include such schedules as supplemented and amended. **Any changes** to the schedule **must be approved** by the State agency.
4. The State agency shall promptly notify the LEA of any change in the minimum meal or milk requirements or the assigned rates of reimbursement.

TERMINATION

1. This agreement may be terminated for convenience if both the State agency and the local education agency agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The effective date of termination shall be agreed upon by both parties and termination procedures shall be in accordance with regulations.
2. Whenever it is determined that the local education agency has failed to conduct this program in accordance with applicable federal and state laws and regulations and/or the conditions of this agreement, the State agency will send the local education agency written notice of termination. Upon receipt of said notice, the local education agency shall immediately cease all activities funded by the agreement and shall incur no further obligations without written permission from the Director of the State agency. The Director of the State agency shall, within ten (10) calendar days of receipt by the local education agency of said notice of termination, issue written instructions regarding disposition of property purchased with funds, outstanding debts and obligations under this agreement and all other matters relevant to the orderly termination of the program. The local education agency shall comply with all such instructions.

RECORD KEEPING REQUIREMENTS

The local education agency shall keep full and accurate records of the food service program(s). These records serve as a basis for reimbursement claims and for audit and review purposes. The records to be kept in each program shall include the following:

1. Food Service (By Actual Count at Point of Service)
 - a. Daily number of meals served to children at full price, reduced price, and free
 - b. Daily number of half pints of milk served to paying children under the Special Milk Program

2. Program Income (Receipts) from:
 - a. Opening cash balance
 - b. Federal reimbursement
 - c. Reimbursable student meals
 - d. Adult meals
 - e. A la carte sales
 - f. Contract meals
 - g. Loans to program
 - h. All other sources

3. Program Expenditures for:
 - a. Food
 - b. Labor
 - c. Loan repayment
 - d. Other expenditures

4. Program Account Balance

Reconcile account balance with bank balance on a monthly basis.

5. Value of Donations to Programs
 - a. Donated foods, exclusive of foods donated by USDA
 - b. Donated services
 - c. All donations other than food and services

6. Program Management
 - a. Cycle menus and food production records for lunches, breakfast, and after school snacks, as applicable
 - b. Nutrient analysis and CN labels or product analysis for all pre-prepared products
 - c. Standardized recipes
 - d. USDA commodity records
 - e. Free and reduced price meal applications and/or documentation of direct certification
 - f. Hearings on free lunch eligibility
 - g. Student and parent involvement documentation
 - h. Record of compliance with procurement regulations
 - i. Verification of eligibility documentation
 - j. Daily Edit checks
 - k. On-site reviews if the local education agency operates more than one school
 - l. Agreement between local education agency and the State agency and the Policy Statement for Free and Reduced Price Meals
 - m. Audit reports and written responses
 - n. Civil Rights complaints, Civil Rights compliance worksheet, and resolutions
 - o. Signed reimbursement claim by the authorized person
 - p. Provision 2 documentation
 - q. Wellness Policy
 - r. HACCP standard operating procedures

7. After School Snack Program

Record Keeping

At a minimum, local education agencies participating under this provision must maintain the following records for the time period required in 7 CFR 210.23(c):

ALL SNACKS SERVED FREE:

- a. If all meals are claimed free, documentation that the site is located in an area served by a school in which more than 50 percent of the enrolled students are certified eligible for free or reduced price meals. Area eligible sites include those sites which are located in the **attendance area** of a school where at least 50 percent of the enrolled children are eligible for free **or** reduced price meals.
 1. Documentation that verifies that 50% or greater of the enrolled students are certified eligible for free and reduced price meals shall be in Schedule A of the Child Nutrition Programs, Information Management System.
 2. Daily count of total snacks served free to students.
 3. Production records that document the service of snacks that meet the snack pattern.
 4. Documentation of individual children's attendance on a daily basis

SNACKS SERVED AT FREE, REDUCED PRICE, AND PAID RATES

- b. For all other sites less than 50%, non-area eligible sites are those sites in which "less than 50 percent of the enrolled students are certified eligible for free and reduced price meals and the site is not located in the attendance areas of a school where at least 50 percent of the enrolled children are eligible for free **or** reduced price meals".
 1. Applications for free and reduced price meals are required for all students served free or at a reduced price.
 2. Daily counts of snacks served by eligibility category (free, reduced price, and paid).
 3. Production records that document the service of snacks that meet the snack pattern.
 4. Documentation of individual children's attendance on a daily basis.
- c. The paid and reduced price student that must pay for snacks will be charged at a cost. The reduced price cannot exceed \$ 0.15.

POLICY STATEMENT FOR FREE AND REDUCED PRICE MEALS AND/OR FREE MILK

The Gadsden Independent School District has agreed to participate in the (Please check [✓] applicable spaces):
Name of Local Education Agency

- NSLP
- SBP
- SMP
- After School Snack Program
- Seamless Summer Option
- SMPS-S Kindergarten (Children who do not have access to a meal service program)

and accepts responsibility for providing: Free and Reduced Price Meals Free Milk to eligible children in the schools under its jurisdiction.

The local education agency assures the state agency that the school system will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the local education agency agrees to:

- A. **Free Meals or Milk:** Serve meals or milk (under the free milk option in the Special Milk Program) to children from households whose income is at or below the free limit of the Income Eligibility Guidelines or to children from food stamp households or the Food Distribution Program on the Indian Reservations (FDPIR) assistance units that provide a case number.
- B. **Reduced Price Meals:** Serve meals at a reduced price to children from households whose income is within the reduced price limit of the Income Eligibility Guidelines.
- C. **Limit Reduced Price Costs:** Set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of lunch or breakfast (Reduced Price Lunch - \$0.40 or below; Reduced Price Breakfast - \$0.30 or below). Set reduced price charges for After School Snack Program at \$0.15 or below.
- D. **Equal Treatment:** Agrees that in the operation of the Child Nutrition Programs (CNP) no child shall be discriminated against because of race, sex, color, national origin, age, or disability. Ensure no physical segregation of or any other discrimination against any child because of his /her inability to pay the full price of the meal or milk. The names of the children eligible to receive free or reduced price meals or free milk shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special medium of exchange (ticket, token, ID number, ID name, roster system) or any other means. Further assurance is given that children eligible for free or reduced price meals or free milk shall not be required to:
 1. Work for their meals or milk;
 2. Use a separate lunchroom or milk service area;
 3. Go through a separate serving line;
 4. Enter the lunchroom through a separate entrance;
 5. Eat meals or drink milk at a different time;
 6. Eat a meal different from the one sold to children paying full price or drink milk different from that sold to children paying the full price.
- E. **Verification (Not applicable to special milk programs or to residential child care institutions with no day students):** Verify eligibility of applicant households in accordance with program regulations and annually maintain records as follow:
 1. A summary of the verification efforts, a copy is submitted to state agency by December 15;
 2. The total number of application on file by October 1;
 3. The percentage or number of applications verified;
 4. Verify approved free and reduced price applications by November 15, as specified by 7 CFR Part 245.6 (a);
 5. Maintain a description of the verification activities, as required by 7 CFR Part 245.6(a)(3)(c).

Compliance with these requirements will be monitored by the state agency as part of its supervisory assistance monitoring and verification efforts.

- F. **Press Release:** Submit a public/press release containing both the free and reduced price eligibility guidelines and other information contained in the parent letter to the local news media, local unemployment offices and major employer contemplating or experiencing large layoffs.
- G. **Application Forms and Process:** Develop and distribute to each child’s parent or guardian a letter and an application form for free and reduced price meals or, where appropriate, free milk. These forms shall be distributed at or about the beginning of each school year or whenever there is a change in eligibility criteria. The letter to parents with the meal application attachment shall have **ONLY** the income eligibility guidelines for reduced price meals with an explanation that households with income at or below the reduced price guidelines may be eligible for either free or reduced price meals. The letter to parents with the free milk application form shall list the income eligibility guidelines for free milk.

Interested parents or guardians are responsible for filling out the application and returning it to the school for review. Such applications and documentation of eligibility determination made will be maintained for a period of five (5) years following the end of the school year to which they pertain.

All eligibility determinations must be made within 10 working days of the receipt of the application. Applications may be filed at any time during the year. Parents or guardians enrolling a child in a school for the first time shall be supplied with appropriate meal or milk application materials regardless of time of year the child is registered. If a child transfers from one school to another under jurisdiction of the same local education agency, his/her eligibility for free and reduced price meals or, if offered, free milk will be transferred to and honored by the receiving school.

Parents or guardians will be promptly notified of the approval or denial of their application(s). Children will be served meals or milk immediately upon establishment of their eligibility.

In certain cases, foster children are, also, eligible for these benefits. A foster child is treated as a family of one (1). Income is shown only as the money that a foster child has for his/her own use. If the foster child is employed, that income would be shown as wages. The application must be signed in order for it to be approved by the school.

When an application is denied, parents or guardians must be provided written notification, which shall include:

1. The reason for denial of benefits, e.g., income in excess of allowable limits or incomplete applications;
2. Notification of the right to appeal;
3. Instructions on how to appeal; and
4. A statement reminding parents that they may reapply for free and reduced price benefits or free milk at any time during the school year.

The reasons for ineligibility shall be properly documented and retained on file at the local education agency level.

- H. **Collection and Accountability:** Establish a procedure to collect money from children who pay for their meals and milk and to account for the number of free, reduced price and full price meals served or the number of half-pints of free and full price milk served. The attached collection procedure will be used so that no child in the school will be aware of such procedure or the identity of the child(ren) receiving free and reduced price meals or free milk.
- I. **Revisions to Policies:** Submit to the state agency any revisions to the administrative procedures outlined above before implementation. Such changes will be effective only upon approval. All change in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.
- J. **Policy Statement Attachments:** For all prototypes within the Policy Statement, please identify any changes that were made to the prototype other than personalizing the forms for your local education agency. The following attachments are part of this policy statement:
1. Collection Procedure.
 2. Letter to Parents;
 3. Application for Free and Reduced Price Meals or Free Milk with Income Eligibility Guidelines for Reduced Price Meals or Free Milk;
 4. Notification Letter to Parents Applying for either Free and Reduced Price Meals or Free Milk;
 5. Public/Press Release - **Submit a sample as published, or if not published, statement of public posting;**
- K. . Under Provision 2, Years 2-4:
- a. There will be **no distribution of applications** and **no new** eligibility determinations;
 - b. Only total reimbursable meals served each day will be counted; the annual percentages developed at the end of the Year 1/Base Year will be used to determine the counts by category for the reimbursement claims;
 - c. Perform monthly edit check; and
 - d. Socioeconomic data will be used to support any extension of Provision 2, the state agency will accept unemployment rate.
 - e. All schools participating in Provision 2 must be entered and updated on Schedule A of the Child Nutrition Programs Information Management System to keep the application/agreement current.
- L. **Appeals Process:** Establish and use a fair hearing procedure under which a household can appeal a decision made by the school district's approving official with respect to the household's application for benefits and/or any subsequent reduction or termination of benefits. During the appeal and hearing process, the child who was determined to be eligible, based on the information provided on the application, will continue to receive free or reduced price meals or free milk. Households appealing a reduction or termination of benefits, as a result of verification of eligibility, will continue to receive benefits if they appeal within the ten-day (10-day) advance notice period. Prior to initiating the hearing procedure with the school official, the parents/guardians may request a conference to provide an opportunity for the parents/guardians and school officials to discuss the situation, present information, obtain an explanation of data submitted in the application and the decision rendered. Such conference shall not, in any way, prejudice or diminish the right to a fair hearing.

SIGNATURE PAGE

Local Education Agency(s): Gadsden Independent School District

APPLICATION-AGREEMENT FOR THE NATIONAL SCHOOL LUNCH, SCHOOL BREAKFAST, SPECIAL MIK PROGRAM AND/OR SPECIAL MILK SPLIT- SESSION KINDERGARTEN, AFTER SCHOOL SNACK , AND SEAMLESS SUMMER OPTION.

The above-named school food authority hereby certifies that, if approved to renew existing programs and/or initiate new programs, it will operate said programs in accordance with the agreements and amendments thereto, previously made between said school food authority and the New Mexico Public Education Department, and in accordance with the current federal regulations for each program in which one or more schools in the local education authority (LEA) participates. The information previously submitted in the original application/agreement is the same, except where adjusted or revised in subsequent communications, amendments or herein. Request is hereby made for assistance in the form of cash reimbursement for meals served to children. It is understood that said cash assistance provided to the above-named school food authority is subject to the availability and receipt of federal funds by the New Mexico Public Education Department. All schools within the above named school food authority operating a student nutrition program in 2009-2010 is listed on Schedule A of the Child Nutrition Programs Information Management System. Add new schools that will operate in 2009-2010 school year.

Authorization is hereby given to the authorized representative (s) of the local education agency, whose signature(s) appear(s) below, to enter into an agreement with the State agency covering operation of the School Lunch, School Breakfast, Special Milk or Special Milk Program Split- Session Kindergarten, After School Snack and Seamless Summer Option for the period beginning as stated below and will continue thereafter unless rescinded, repealed or amended. Authorization is, also, given to said authorized representative(s) to appoint an official authorized to supervise, prepare and sign reimbursement claims as well as receive payment for the school(s) listed on Schedule A of the Child Nutrition Programs, Information Management System under the National School Lunch Program, the School Breakfast Program, the Special Milk Program and/or the Special Milk Program Split-Session Kindergarten, After School Snack and Seamless Summer Option.

Approved this _____ day of _____, 200____
By _____

Gadsden Independent School District
Name of Local Education Agency

Cynthia Nava, Superintendent
Authorized Representative Print Name
Superintendent or Chief Administrator)

X _____
Authorized Representative Signature

X _____
Leonard Mirabal, Director
Student Nutrition Bureau
New Mexico Public Education Department

Contract Begins: _____

Date

SIGNATURE AUTHORIZATION(S) FOR REIMBURSEMENT CLAIMS FOR CHILD NUTRITION PROGRAMS

This is to certify the school official(s) whose name(s), title(s) and signature(s) is/are authorized to submit claims for reimbursement in the name of the local education agency indicated below to the Department, in connection with the operation of the United States Department of Agriculture, Child Nutrition Programs. This authority shall remain in full force and effect for the agreement period and will continue unless rescinded by written notice.

The authorized official(s) signing the reimbursement claims is/are responsible for reviewing and analyzing meal counts to ensure accuracy. Failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payment, suspension or termination of the program. Signed reimbursement claims must be kept on record at the local education agency level.

OFFICIAL(S) AUTHORIZED TO SIGN REIMBURSEMENT CLAIMS

<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>TITLE AND DATE</u>
Demetrious P. Giovas _____	X _____	_SNP Director_____
Cynthia Nava _____	X _____	_Superintendent_____

**When it is necessary to designate a new authorized representative with signature authority,
Please complete the information below and submit to the Department**

<p>Remove <input type="checkbox"/></p> <p>Old User Name: _____ Address: _____</p> <p>Title: _____</p> <p>User ID: _____ Phone Number: _____</p>
--

<p>Replace <input type="checkbox"/> Add <input type="checkbox"/></p> <p>New User Name: _____ Address: _____</p> <p>Title: _____</p> <p>Phone Number: _____</p>

<p>X _____</p> <p>Signature of New User Name</p> <p>_____</p> <p>Name of Superintendent</p> <p>X _____</p> <p>Authorized by and Signature of Superintendent</p>	<p><input type="checkbox"/> Primary Authorized Representative</p> <p><input type="checkbox"/> Alternate</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Date</p>
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DESIGNATION OF HEARING, APPROVING, AND VERIFYING OFFICIALS

(Update this attachment when changes occur)

The _____ **Gadsden Independent School District** _____ designated as:
Name of Local Education Agency

1. **Hearing Official** _____ Cynthia Nava _____ Superintendent _____
Name of Responsible Individual Title

This person shall ensure that all required provisions of the appeal process are followed as outlined in this policy statement.

The hearing official must be someone not involved in the original eligibility determination under appeal or any previous conference. **THE HEARING OFFICIAL SHOULD HOLD A POSITION AT A HIGHER ADMINISTRATIVE LEVEL THAN THE APPROVING OFFICIAL(S).** *The hearing official and approving official(s) cannot be the same individual.*

2. **Approving Official(s):**

_____ Demetrious P. Giovas _____ Student Nutrition Program Director _____
Name of Responsible Individual Title

Name of Responsible Individual Title

This person reviews applications and makes eligibility determinations. This official will use the criteria outlined in this policy to determine which individual children are eligible for free and reduced price meals.

3. **Confirming Official:**

Name of Responsible Individual Title

This person is responsible for confirming the correct eligibility determination on all applications selected for verification. (This person cannot be the Approving or Hearing Official)

4. **Verifying Official:** Who conducts verification?

Principal at Each School

Food Service Director

Other (Specify) _____

Provision 2 district/school – Exempt from Verification process

The above named local education agency will verify the incomes declared on approved applications for free and reduced price meals on hand as of October 1 of each school year. All verification activity will be completed by November 15. All records of verification activities will be maintained for a period of five (5) years.

**Policy Statement for Free and Reduced Price Meals
Meal / Milk Count / Collection Procedure(s)**

**Provision 2 School(s)
YEARS 2-4**

1. The following meal count / collection procedure is used:

a. Breakfast	b. Lunch	c. Both
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2. **How** do you count your student(s)? Please indicate what you are using

a. Numbering system	b. Hand-held clicker	c. Headcount
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3. **Where** and **When** is the student meal/milk count taken at the point of service?

a. Cashier at the end of the serving line, determines that the meals selected are reimbursable and counts the meals by category.	b. Cashier is stationed at the beginning of the serving line and a monitor is stationed at the end of the line to verify that each meal selected is reimbursable
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4. What is the **Attendance Factor** you are using? What is the Factor used?

a. National: <u>93.50</u> %	b. State: <u>92.50</u> %	c. Local: <u>Individual – Site</u> %
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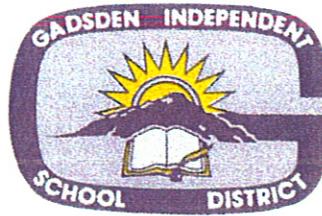
5. How do you count your Adults? All non-program adults must pay for their meals.

a. Cash basis at point of service	b. Prepayment of Cash and checked off	c. Charge and payment is collected
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Include all information as outline: "N/A" is not an acceptable answer.

School	Question #1.	Question #2	Question #3.	Question #4.	Question #5.
Example: Cesar Chavez Elementary	1c	2b	3a	4b	5a
School	Question #1.	Question #2	Question #3.	Question #4.	Question #5.
1. Anthony Elem. K-2	1c	2c	3a	97.70%	5a
2. Anthony Elem. 3-6	1c	2c	3a	97.70%	5a
3. Berino Elem.	1c	2c	3a	97.20%	5a
4. Chaparral Elem.	1c	2c	3a	97.00%	5a
5. Desert Trail Elem.	1c	2c	3a	97.40%	5a
6. Desert View Elem.	1c	2c	3a	97.40%	5a
7. La Union Elem.	1c	2c	3a	98.90%	5a
8. Loma Linda Elem.	1c	2c	3a	98.60%	5a
9. Mesquite Elem.	1c	2c	3a	98.50%	5a
10. Riverside Elem.	1c	2c	3a	97.80%	5a
11. North Valley Elem.	1c	2c	3a	97.50%	5a
12. Santa Teresa Elem.	1c	2c	3a	98.60%	5a
13. Sunland Park Elem.	1c	2c	3a	97.80%	5a
14. Sunrise Elem.	1c	2c	3a	98.50%	5a
15. Vado Elem.	1c	2c	3a	97.80%	5a
16. Chaparral Middle School	1c	2c	3a	93.50%	5a
17. Gadsden Middle School	1c	2c	3a	96.00%	5a
18. Santa Teresa Middle School	1c	2c	3a	96.40%	5a
19. Chaparral High School	1c	2c	3a	93.50%	5a
20. Gadsden High School	1c	2c	3a	93.50%	5a
21. Santa Teresa High School	1c	2c	3a	93.50%	5a

SUPERINTENDENT
CYNTHIA NAVA



Physical Address
4950 McNutt Road/100 Laura Court
Sunland Park, New Mexico

Mailing Address
P.O. Drawer 70
Anthony, N.M. 88021
Phone: (505) 882-6200

**2009 – 2010
YEARS 2 – 4 AND BEYOND
PROVISION 2 LETTER TO HOUSEHOLDS**

NATIONAL SCHOOL LUNCH PROGRAM/SCHOOL BREAKFAST PROGRAM

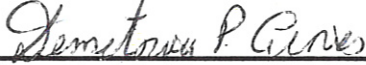
Dear Parent/Guardian:

We are pleased to inform you that children in Gadsden Independent School District Schools will be offered meals free of charge, regardless of income, through the 2009-2010 School Year unless otherwise notified.

All meals served must meet regulations established by the United States Department of Agriculture (USDA). However, if a child has been determined by a doctor to be disabled and the disability would prevent the child from eating the regular school meal, this school will make any substitutions prescribed by the doctor. If a substitution is needed, there will be no extra charge for the meal. If you believe your child needs substitutions because of a disability, please call us for further information.

CONFIDENTIALITY: School officials will use the information on your application only to decide if your child should get free or reduced price meals. We may inform officials connected with Title I and the National Assessment of Educational Progress whether your child is eligible for free or reduced price school meals. They will use this information for funding and/or evaluation purposes.

Sincerely,

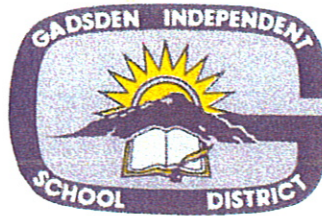

Demetrious P. Giovas, SNS-CFE-CFBE-CHA
Student Nutrition Program Director
Gadsden Independent School District


Date

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W., Whitten Building, 1400 Independence Ave. SW, Washington, D.C, 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

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2009 – 2010
PERIODO: DEL SEGUNDO AL CUARTO AÑO
ESTIPULACION NACIONAL DE ALMUERZOS Y DESAYUNOS ESCOLARES

Estimados padres o guardianes de familia:

Tenemos mucho gusto en informarle que sus niños/a, alumnos del Distrito Escolar Independiente de Gadsden podrán participar en el plan de alimentación escolar gratuito, sin tomar en cuenta el nivel de ingresos económicos de la familia, durante el año escolar 2009 – 2010, a menos de que se le avise lo contrario.

Todos los alimentos que se ofrecen deben cumplir con las reglas establecidas por el Departamento de Agricultura de los Estados Unidos (USDA). Sin embargo, si un médico ha diagnosticado a su niño/a con una discapacidad, y esta discapacidad no permite que el niño/a pueda comer los alimentos que se planean regularmente en la escuela, la escuela deberá sustituir estos alimentos con los que recete el doctor. Si usted cree que su niño/a necesita sustituir los alimentos planeados por la escuela por motivo de una discapacidad, por favor llamemos para obtener mayor información.

CONFIDENCIALIDAD: Los oficiales de la escuela usarán la información declarada por usted en su solicitud únicamente para decidir si su niño/a es elegible para recibir alimentos escolares gratuitos o a precio reducido. Es posible que nosotros informemos a los oficiales conectados con el Título I o con el Asesoramiento del Progreso Educativo Nacional que su niño/a es elegible para recibir alimentos escolares gratuitos o a precio reducido. Estos oficiales usarán esta información con el propósito de obtener fondos para el programa o para evaluar el programa mencionado.

Atentamente,

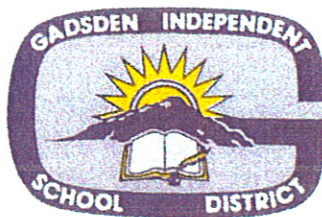
Demetrious P. Giovas, SNS-CFE-CFBE-CHA
Director, Programa de Alimentación
Distrito Independiente de Gadsden

Fecha

De acuerdo a lo establecido por las leyes Federales y el Departamento de Agricultura de los EE. UU. (USDA, siglas en inglés), se prohíbe a este organismo la discriminación por raza, color, origen nacional, sexo, edad, o impedimentos de las personas.

Para presentar una queja sobre discriminación, escriba a USDA, Director, Office of Civil Rights, Room 326-W., Whitten Building, 1400 Independence Ave. SW, Washington, D.C. 20250-9410 o llame al (202) 720-5964 (voz y TDD). USDA es un proveedor y empleador que ofrece oportunidad igual a todos.

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**GADSDEN INDEPENDENT SCHOOL DISTRICT
2009 – 2010 SCHOOL YEAR**

PUBLIC RELEASE ANNOUNCING PROVISION II

We are pleased to inform you that children attending Gadsden Independent School District Schools will be offered meals free of charge, regardless of income, through the 2009-2010 School Year unless otherwise notified.

All meals served must meet regulations established by the United States Department of Agriculture (USDA). However, if a child has been determined by a doctor to be disabled and the disability would prevent the child from eating the regular school meal, this school will make any substitutions prescribed by the doctor. If a substitution is needed, there will be no extra charge for the meal. If you believe your child needs substitutions because of a disability, please call us for further information.

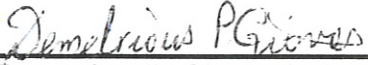
Each school and the Office of the Superintendent/Administrator have a copy of the policy, which may be reviewed by any interested party.

Free and reduced eligibility may be subject to release to other federal, state, and local education, health or other means-tested program.

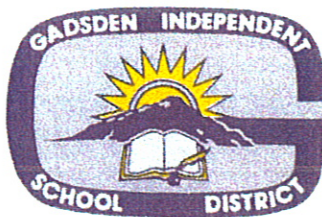
CONFIDENTIALITY: School officials will use the information on your application only to decide if your child should get free or reduced price meals. We may inform officials connected with Title I and the National Assessment of Educational Progress whether your child is eligible for free or reduced price school meals. They will use this information for funding and/or evaluation purposes.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W., Whitten Building, 1400 Independence Ave. SW, Washington, D.C, 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.


Demetrious P. Giovas, SNS-CFE-CFBE-CHA
Student Nutrition Program Director

SUPERINTENDENT
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Sunland Park, New Mexico

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Anthony, N.M. 88021
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**DISTRITO ESCOLAR INDEPENDIENTE DE GADSDEN
2009 – 2010 AÑO ESCOLAR**

ANUNCIO AL PUBLICO SOBRE LAS ESTIPULACION NUMERO 2

Tenemos mucho gusto en informarle que sus niños/a, alumnos del *Distrito Escolar Independiente de Gadsden* podran participar en el plan de alimentacion escolar gratuito, sin tomar en cuenta el nivel de ingresos economicos de la familia, durante el año escolar 2009 – 2010, a menos de que se le avise lo contrario.

Todos los alimentos que se ofrecen deben cumplir con las reglas establecidas por el Departamento de Agricultura de los Estados Unidos (USDA). Sin embargo, si un medico ha diagnosticado a su niño/a con una discapacidad, y esta discapacidad no permite que el niño/a pueda comer los alimentos que se planean regularmente en la escuela, la escuela debera substituir estos alimentos con los que recete el doctor. Si usted cree que su niño/a necesita substituir los alimentos planeados por la escuela por motivo de una discapacidad, por favor llamemos para obtener mayor informacion.


Cada escuela y la Oficina del Superintendente/Administrador tiene una copia de esta poliza, las cual puede ser revisada por cualquier interesado

El hecho de que una familia se considere elegible para participar en el programa de alimentacion escolar gratuita o de precios reducidos puede ser compartido con otros programas educativos o de salubridad federales, estatales y locales, o a otros programas que se han considerado licitos.

CONFIDENCIALDAD: Los oficiales de la escuela usaran la informacion declarada por usted en su solicitud unicamente para decidir si su niño/a es elegible para recibir alimentos escolares gratuitos o a precio reducido. Es posible que nosotros informemos a los oficiales conectados con el Titulo I o con el Asesoramiento del Progreso Educativo Nacional que su niño/a es elegible para recibir alimentos escolares gratuitos o a precio reducido. Estos oficiales usaran esta informacion con el proposito de obtener fondos para el programa o para evaluar el programa mencionado.

De acuerdo a lo establecido por las leyes Federales y el Departamento de Agricultura de los EE. UU. (USDA, siglas en ingles), se prohíbe a este organismo la discriminacion por raza, color, origen nacional, sexo, edad, o impedimentos de las personas.

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Director, Programa de Alimentacion