



# Local Educational Agency and Arizona Department of Education Agreement for the Community Eligibility Provision of the National School Lunch Program and School Breakfast Program

## Participation Form

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**Local Educational Agency (LEA) Name**

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**CTD Number**

This agreement is between the Arizona Department (ADE) and \_\_\_\_\_.

*The Local Educational Agency (LEA) schools(s) may stop participating in the Community Eligibility Provision (CEP) during the four-year cycle by notifying the ADE when they want to return to traditional counting and claiming procedures.*

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

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

1. The LEA agrees to serve all children in the participating school(s) breakfasts and lunches at no charge for four successive school years.
2. The LEA must have a percentage of enrolled students who were Identified Students as of April 1st of the year prior to participating in CEP, or as of the date of Mid-Year Election, that is greater than or equal to 25%.
3. The LEA agrees to pay, from sources other than Federal funds, the costs of serving breakfast and lunches that are in excess of the Federal assistance received.
4. The LEA agrees not to collect free and reduced-price meal applications used for meal price determination from households in participating schools in subsequent years during the period of participating in CEP.
5. The LEA agrees to provide direct certification eligibility notifications to households with children who are directly certified (7 CFR 245.6(c)(6)(ii)).
6. The LEA agrees to maintain a total count of breakfasts and lunches served at the point of service daily and submit a monthly claim for reimbursement to ADE.
7. The LEA will update and submit the Free and Reduced-Price Policy Statement to ADE.
8. The LEA will notify ADE and re-apply whenever there is a change in sites within a group or district Identified Student Percentage.
9. The LEA agrees to abide by all requirements for applying and administering CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (42 U.S.C 1759a(a)(1)).

B. General Conditions

- 1. This agreement is non-transferable.
- 2. Neither ADE nor the LEA has an obligation to renew this agreement.

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Name (Authorized Representative)

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Signature (Authorized Representative)

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Date

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

**ADE Only**

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

\*Approved Four-Year Cycle: \_\_\_\_\_

\*As previously explained, the LEA schools(s) may stop participating in the CEP during the four-year cycle by notifying the ADE when they want to return to traditional counting and claiming procedures.

Arizona Department of Education