



Wisconsin Department of Public Instruction  
**COMMUNITY ELIGIBILITY PROVISION**  
**(CEP) AGREEMENT FORM**  
PI-6304 (Rev 02-24)

For questions regarding this grant application, contact: [CEP@dpi.wi.gov](mailto:CEP@dpi.wi.gov)

## I. INSTRUCTIONS

Community Eligibility Provision (CEP) provides schools that participate in the National School Lunch Program (NSLP) and participate in or are initiating a School Breakfast Program (SBP) for the 2024-25 school year (SY) with an alternative method for counting and claiming student meals in high poverty School Food Authorities (SFAs). SFAs electing to participate in CEP agree to serve all students free lunches AND breakfasts for up to four successive school years. If you find your ISP is less than 25 percent but greater than or equal to 15 percent at the end of your four-year cycle, you may be eligible for a grace year, contact DPI. **Those that wish to participate in CEP beginning SY 2024-25 must provide the following documents to the Wisconsin Department of Public Instruction (DPI), School Nutrition Team (SNT) by June 30, 2024, for all sites.**

Submit documents to validate the Identified Student Percentage - this must be done through a secure file transfer. Contact DPI for assistance with secure file sharing. Documents include:

- 1) CEP Agreement—must be printed and signed by superintendent/ LEA administrator.
- 2) CEP Eligibility Worksheet—must be completed electronically to calculate claiming percentage.
- 3) Supporting Documents—If requested by DPI, provide additional supporting documents to validate the ISP including:
  - a. **Complete student roster as of April 1, 2024, separated by school.** If requested, the roster should include only those students who are enrolled in and attending schools applying for CEP and who have access to at least one meal service daily (including half day students). The roster must include the total enrollment for the CEP sites--not just the Identified Students. Do NOT submit any rosters until DPI provides the secure file sharing information.
  - b. **Your direct certification runs do not need to be submitted to DPI as we can access these, but any students extended free benefits through another member of the household on the direct certification list is needed.** Each student that is receiving extended free benefits needs to be identified on the Student Roster. Submit documentation to prove the students receiving extended free benefits reside in the same household as the student matched on direct certification as code S, T, O, M, or G. As a reminder, E codes do NOT extend to other student household members. An example would be a screenshot from the student information system.
  - c. **All identified students not found on the Direct Certification lists such as: Head Start and Even Start, homeless, migrant, runaway, and foster should be included on the Student Roster.** In addition, include a letter or statement from the liaison that makes this determination for each child.

**Maintain a copy of all documentation utilized in determining the Identified Student Percentage for audit purposes.**

Send the completed CEP Agreement Form, Eligibility Worksheet, and supporting documentation to [CEP@dpi.wi.gov](mailto:CEP@dpi.wi.gov).

If you need to submit by fax, you may fax to 608-267-0363.

Mailed documents are to be postmarked by June 30, 2024 and mailed to: Kirsten Homstad / Jessica Lessner  
Department of Public Instruction School  
Nutrition Team  
P.O. Box 7841  
Madison, WI 53707-7841

## II. LEA INFORMATION

Agency Code

Local Educational Agency (LEA) Name

CEP Contact Person *First & Last Name*

CEP Summer Contact Person *First & Last Name*  
If different than contact person

Phone No. *Area Code/No.*

Summer Contact Phone No. *Area Code/No.*

Email Address

Summer ContactEmail Address

### III. COMMUNITY ELIGIBILITY PROVISION PARTICIPATION AGREEMENT

This agreement is between the Wisconsin Department of Public Instruction (DPI) and

and covers the period of four years starting July 1, 2024 - June 30, 2028. The LEA school(s) may stop participating in the Community Eligibility Provision (CEP) during the four-year cycle by notifying the state agency no later than June 30 of the school year prior to when they want to return to traditional counting and claiming procedures.

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

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

1. The LEA agrees to serve all children in the participating school(s) free breakfasts and free lunches for up to four successive school years.
2. The LEA must have a percentage of enrolled students who were Identified Students as of April 1 of the year prior to participating in CEP that is greater than or equal to 25 percent. For more information, refer to the USDA Final Rule, Child Nutrition Programs: Community Eligibility Provision - Increasing Options for Schools, SP 22-2023.
3. The LEA agrees to pay, from sources other than federal funds, the costs of serving breakfast and lunches that are in excess of the federal assistance received, including federal cash reimbursement.
4. The LEA agrees not to collect free and reduced price meal applications that will be used for determining eligibility for the school meal program from households in participating schools in subsequent years during the period of participation in CEP. Any costs associated with processing an alternate application or form used to obtain socio-economic data from students, may not be paid from the nonprofit school food service account. If the USDA Free and Reduced Price School Meals Application is used in CEP schools to obtain individual student-level data, it must be modified per USDA Memo SP 54-2016.
5. The LEA agrees to maintain a total count of reimbursable breakfasts and lunches served to students at the point of service daily by school site.
6. The LEA agrees to abide by all requirements for applying and administering CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1759a(a)(1)).

**B. General Conditions**

1. This agreement is nontransferable.
2. Neither DPI nor the LEA has an obligation to renew this agreement.

### IV. SIGNATURES

**BY SIGNING THIS ARRANGEMENT**, I agree that the arrangement does not constitute the entire agreement between the parties with respect to subject matter thereof.

Name of Public School District Superintendent or Nonpublic School Administrator

Phone No. *Area Code/No.*

Email Address

Signature of Public School District Superintendent or Nonpublic School Administrator

➤

Date Signed *Mo./Day/Yr.*

### DPI USE ONLY

Wisconsin Department of Public Instruction Representative's Signature

➤

Date Signed *Mo./Day/Yr.*