WISCONSIN DEPARTMENT OF
Public Instruction

Jill K. Underly, PhD, State Superintendent

Permanent Agreement and Policy Statement for School Nutrition Programs-School Agencies

Updated April 2026

General Information

This is an agreement (Agreement) between the Wisconsin Department of Public Instruction (DPI) [hereafter referred to as the State Agency, (SA)] and the School Food Authority (SFA). The SFA agrees to administer the Child Nutrition Programs approved in its contract in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA) and the SA.

Program	Code of Federal Regulation (CFR)	Federal Assistance Listing Number
National School Lunch Program (NSLP) Afterschool Snack Program (ASP) Seamless Summer Option (SSO)	7 CFR 210, 245	10.555
School Breakfast Program (SBP)	7 CFR 220, 245	10.553
Special Milk Program (SMP)	7 CFR 215, 245	10.556
USDA Food Distribution Program (FDP)	7 CFR 250	10.560
Child and Adult Care Food Program (CACFP)	7 CFR 226	10.558
Summer Food Service Program (SFSP)	7 CFR 225	10.559

The SFA is responsible for knowing and following the regulations for each separate Child Nutrition Program in which the SFA participates. By continuing to operate programs under this Agreement, the SFA agrees to comply with all new and revised statutes, regulations, policy memoranda, and other directives regarding covered programs. The SFA must terminate this Agreement as outlined in *General Information Letter C* of this Agreement if the SFA will not or cannot comply with new or revised statutes, regulations, policy memoranda, or other directives.

A. DEFINITIONS

Covered Programs mean those Child Nutrition Programs for which the SFA has applied and received SA approval. Covered programs may be any combination of the following programs:

- National School Lunch Program,
- Afterschool Snack Program
- Seamless Summer Option,
- School Breakfast Program,
- Special Milk Program,
- USDA Food Distribution Program,
- Child and Adult Care Food Program, and
- Summer Food Service Program.

Participant means children who are eligible to participate in covered programs per 7 CFR 210.2.

School Food Authority, as defined in NSLP regulations 7 CFR 210.2, is the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the program therein or be otherwise approved by the USDA Food and Nutrition Services (FNS) to operate the program.

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 of preprimary grade when they are conducted in 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, except for residential summer camps which participate in the SFSP for Children, Job Corps centers funded by the Department of Labor, and private foster homes.

State Agency (SA): the state administering agency of USDA Child Nutrition Programs. In Wisconsin, the SA is the DPI Bureau of School Nutrition (BSN) and Bureau of Community Nutrition (BCN).

B. APPROVED PROGRAMS AND TIME PERIODS

This Agreement applies to the Child Nutrition Program listed in the definition of "covered programs" above, for which the SA has approved the SFA's participation. This Agreement remains in effect until terminated by either party in accordance with the section titled "*Amendment and Termination of Agreement"*.

C. AMENDMENT AND TERMINATION OF AGREEMENT

The SA may amend this Agreement unilaterally. However, either the SA or the SFA may propose amendments. Amendments by the SA are not subject to approval by the SFA. By continuing to operate the covered programs after an amendment to this Agreement, the SA and the SFA agree to comply with the amendment. If the SFA will not or cannot comply with an amendment, the SFA must terminate the Agreement in accordance with this section.

This Agreement may be terminated in accordance with the program statutes, program regulations, and 2 CFR Part 200 for either public or private organizations.

D. GENERAL CONDITIONS FOR ALL CHILD NUTRITION PROGRAMS

1. Any SFA listed in the online contract and approved by the SA shall be part of this Agreement.
2. The Agreement shall be effective from the date the SA approves the Agreement and specific program application. The SA's agreement to reimburse the SFA is contingent upon availability of federal funds appropriated to the federal Child Nutrition Programs. No legal liability on the part of the government for payment of any money shall arise unless and until such appropriations have been approved. Reimbursement is contingent on the required applications, documentation, and reports being submitted to the SA before the stated deadline established for each separate Child Nutrition Program.
3. The Agreement remains in effect until terminated by either party. Terms of the Agreement may be modified or terminated by mutual written consent between the SA and the SFA. SFAs shall be given written notice in advance of the effective date of an amendment. No termination, suspension, or expiration of this Agreement shall affect the obligation of the SFA to maintain records and to make such records available for audit.
4. The SFA has the right to appeal decisions made by the SA that affect participation in the program or claims for reimbursement.
5. The SA, the USDA, and other state or federal officials have the right to make announced or unannounced reviews of SFA operations during the normal hours of SFA operations.
6. The SFA shall cooperate with the USDA officials, the SA, and their contractors conducting evaluation or research in programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act.
7. The SFA will make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with 7 CFR 245 and the following Policy Statement for Free and Reduced Price Meals and Free Milk.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The SFA hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
7. All provisions required by the implementing regulations of the USDA (7 CFR Part 15 et seq.);
8. Department of Justice (DOJ) Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
9. FNS directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
10. The USDA nondiscrimination statement (NDS) that in accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, 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 recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the SFA agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the State agency shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. By signing this application, the person, or persons whose signatures appear in the signature section of this application are authorized to agree to this assurance on behalf of the applicant's organization for which this assurance section is binding.

The Wisconsin Department of Public Instruction does not discriminate on the basis of sex, race, color, religion, creed, age, national origin, ancestry, pregnancy, marital status or parental status, sexual orientation, or ability and provides equal access to the Boy Scouts of America and other designated youth groups.

REQUIREMENTS THE SA AGREES TO:

1. Reimburse the SFA, to the extent funding is available, for meals meeting the nutritional requirements served to children attending the schools participating in the Child Nutrition Programs covered by this Agreement. The amount of reimbursement during any fiscal year shall be paid in accordance with the allowable rates established by the USDA regulations. SFAs that terminate their agreement to participate in the Child Nutrition Programs will not be eligible for state match payments for reimbursable meals served in the last year of operation, as the SFA must be participating in the Programs in following school year to be eligible.
2. Allocate USDA Foods, to the extent available and allowable, to the SFA for the Child Nutrition Programs covered by this Agreement.
3. Promptly notify the SFA in writing of any change in the nutrition standards, meal pattern requirements, the assigned rates of reimbursement or USDA Foods.

REQUIREMENTS THE SFA AGREES TO (for all programs):

1. Comply with the intent and purpose of program statutes and program regulations cited in this Agreement, and memoranda, directives, and other guidance as issued by the SA for covered programs. This Agreement incorporates the statutory and regulatory provisions applicable to covered programs by reference.
2. Provide eligible participants with meals, snacks, or milk, in accordance with nutritional and other requirements specified for each covered program.
3. Provide free and reduced price meals or snacks or free milk (if participating in free milk option of SMP) to participants according to the applicable policy statements for covered programs as listed below.

4. Submit claims for reimbursement, program applications, and other required information as prescribed by the SA.
5. Accept final financial and administrative responsibility for management of an effective food service.
6. Adhere to all federal, state, and local procurement and contracting regulations and laws, per 2 CFR Part 200.
7. Operate a nonprofit food service, use program income only for program purposes, and maintain a financial system as prescribed by the SA.
8. Complete corrective actions issued by the SA during an Administrative Review (AR) within timeframes specified by the SA.

Program Specific Requirements: School Meal and Milk Programs

NSLP, ASP, SSO, FDP, and SBP

The SFA and participating schools under its jurisdiction agree to comply with all provisions of 7 CFR Part 210 – *NSLP*; Part 220 – *SBP* (if applicable); Part 245 – *Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools*; Part 250 – *Donation of Foods for Use in the United States, its Territories and Possessions and Areas under its Jurisdiction*.

1. Provide meals to children each school day 7 CFR 210.1(a)
    a. Schools must offer lunches between 10 a.m. and 2 p.m. 7 CFR 210.10(l)(1) and schools must offer breakfasts at or near the beginning of the school day 7 CFR 220.8(l)(1). Schools are encouraged to provide sufficient meal periods that are long enough to give all students adequate time to be served and to eat their lunches.
2. Meals and snacks must meet the food and nutrition requirements for the specific programs in accordance with 7 CFR 210.10 (b) and 7 CFR 220.8.
    a. Maintain accurate production records and crediting information for all meals/snacks claimed for reimbursement. These records must show how the meals offered contribute to the required food components and food quantities for each age/grade group every day 7 CFR 210.10(a)(3) and 220.8(a)(3).
3. Price the meal and/or snack as a unit per 7 CFR 210.9(b)(6), 210.9(c)(2), and 220.7(e)(3).
4. Ensure the point of service accurately reflects the number of meals or snacks served to eligible children in accordance with 7 CFR 210.7 and 220.11.
    a. Serve meals and snacks free or at a reduced price to all children who are determined by the SFA to be eligible in accordance with 7 CFR 245 and the SFA Policy Statement for Free and Reduced Price Meals of this Agreement.
    b. Ensure the point of service is located after all components of a reimbursable meal have been offered or through another counting system, if approved by the SA as set forth in 7 CFR 210.2

5. Maintain necessary facilities for storing, preparing, and serving food and operating the food service program in compliance with all sanitation and health standards as required by applicable SA and/or local laws and regulations. Comply with the food safety inspection requirements specified in program regulations as outlined in 7 CFR 210.13 and 220.7.
    a. Obtain food for use in the programs from an approved food source, as specified in the Wisconsin Food Code.
    b. Maintain compliance with the Wisconsin Food Code guidelines.
    c. Obtain a minimum of two food safety inspections per school year conducted by a state or local governmental agency responsible for food safety inspections. Schools shall post, in a publicly visible location, a report of the most recent inspection conducted and provide a copy of the inspection report to a member of the public upon request.
    d. Develop a written food safety program based on hazard analysis and critical control points (HACCP) that covers any facility or part of a facility where food is stored, prepared, or served.
6. Submit claims for reimbursement in accordance with 7 CFR 210.8 and 220.11.
    a. The SFA will establish internal controls which ensure the accuracy of meal counts prior to the submission of the monthly claim for reimbursement. This includes on-site monitoring for SFAs with more than one site and edit checks.
    b. Claims must be submitted no later than 60 calendar days following the last day of the full month covered by the claim.
    c. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals/snacks allowable under the program(s) covered by this Agreement as verified by point of service meal count records served to eligible children in accordance with 7 CFR Parts 210 and 220.
    d. Claim reimbursement at the assigned rates only for snacks served on days that school is in session to children through the age of 18 and children who turn 19 years of age during the school year, or students with a disability up to age 21.
    e. The SFA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 governing claims for reimbursement.
    f. Acknowledge that 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 7 CRF 210.25 and 220.19. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 and 220.6 shall apply.
7. Maintain a nonprofit school food service account and financial management system as prescribed under 7 CFR 210.14 and 220.7(e)(1). Resource Management covers the nonprofit school food service account, net cash resources, financial assurances, use of

donated foods (USDA Foods), pricing paid lunches, revenue from nonprogram foods and indirect costs.

a. Revenues received by the nonprofit school food service are to be used only for the operation or improvement of the Programs, except that such revenues cannot be used to purchase land or buildings, or to construct buildings.
b. Observe the requirements for and limitations on the use of nonprofit school food service revenues in accordance with 7 CFR 210.14(a), 220.12(a), and 2 CFR Part 200 as applicable.
c. Limit net cash resources to an amount that does not exceed a six (6) month average of operating expenditures except for such excess amounts that have been approved by the SA, in accordance with 7 CFR 210.19(a) and 220.7(e)(1)(iv).
d. Provide and distribute an Unpaid Meal Charge Policy annually, per USDA Policy Memo SP 46-2016, in writing to households that clearly communicates how the SFA addresses student meal debt.
e. Paid lunch prices must be established each school year in accordance with 7 CFR 210.14.
f. Indirect Costs are not allowable in the school meal programs in Wisconsin. All costs must be converted to direct costs.
g. Observe the requirements for and limitations on any competitive school food service as set forth in 7 CFR 210.11(b) and 220.12.

8. Maintain files of currently approved and denied free and reduced price meal applications, respectively, and the names of children approved for free or reduced price meals based on documentation certifying that the child is included in a household approved to receive benefits under the FoodShare, Food Distribution Program on Indian Reservations (FDPIR), certain income-based Medicaid programs, W-2 cash benefits, or the child has been otherwise certified for free or reduced price meals by an appropriate authority authorized by the USDA and SA.
9. Every school year, prior to February 1, each SFA with more than one site shall perform no less than one onsite monitoring review of the lunch counting and claiming system employed by each school under its jurisdiction as stated in 7 CFR 210.8(a)(1). The AR final rule adds this review requirement for the SBP 7 CFR Part 220.11(d)(1). SFAs are required to establish internal controls which ensure the accuracy of meal counts prior to the submission of the monthly claim for reimbursement. The internal controls must include an onsite review of the readily observable general areas of review identified under 7 CFR 210.18(h) and the meal counting and claiming system employed by each school (as defined in 7 CFR Part 210.2) approved to participate in the NSLP and at 50% of the schools approved to participate in the SBP within the jurisdiction of the SFA. While the annual requirement is to complete 50% of the schools approved to participate in the SBP in the SFA's jurisdiction, each school approved to participate in the SBP must be reviewed at least once every two years.

   a. If the onsite monitoring review discloses problems with a school's meal counting or claiming procedures, the SFA must ensure that the school implements corrective action, and within 45 days of the review conduct a follow-up onsite review to determine that the corrective action resolved the problems.
10. Adhere to the professional standards hiring requirements for school nutrition program directors and annual training and tracking requirements per 7 CFR 210.30.
11. Establish a local wellness policy and comply with the requirements listed in 7 CFR 210.30.
12. Adhere to the Nutrition Standards for All Food Sold in School (Smart Snacks) in accordance with 7 CFR 210.11 which established nutrition standards for all foods sold in schools, outside of food served as part of the NSL and SB programs.
13. Upon request, SFAs must make all accounts and records pertaining to its school food service available to the SA and to USDA FNS, for audit or review purposes, at a reasonable time and place. Such records should be retained for three years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except if audit findings have not been resolved. In this case, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
14. For SFAs that are approved to participate in the ASP, the SFA agrees to comply with all requirements of 7 CFR 210.9(c) and 210.10(o), which includes:
    a. Serve snacks in an afterschool program sponsored or operated by the SFA that provides children with regularly scheduled activities in an organized, structured, and supervised environment and includes educational or enrichment activities.
    b. Establish internal controls to ensure snacks are counted and claimed accurately.
    c. Meet ASP meal pattern requirements per 7 CFR 210.10(o).
    d. Complete an onsite monitoring review of each ASP location twice annually per 7 CFR 210.9(c)(7).
    e. If charging for snacks, SFAs must ensure the charge for a reduced price meal supplement does not exceed 15 cents.
    f. Claim reimbursement for no more than one afterschool snack per child per day.
    g. Comply with all requirements of 7 CFR 210.9, except that, claims for reimbursement need not be based on a "point of service" afterschool snack counts. However, per USDA Afterschool Snack Q&A, State agencies may require counts to be taken at the point of service, and this is required in Wisconsin.
15. If the SFA chooses to participate in the USDA Foods Program (7 CFR 250) it will need to enter into an agreement to receive donated foods as required by 7 CFR 250. Furthermore, a SFA desiring to participate in the USDA Foods Program must agree to the following:
    a. Follow procedures established by the SA in compliance with the "Policy and Procedures for the Wisconsin USDA Foods Program".
    b. 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 USDA FDP in accordance with 7 CFR 250.

c. Request all USDA Foods through the SA's ordering system per frequency and methods indicated by SA procedures, policies, and guidance.
d. If participating in commercial distribution or direct diversion of USDA Foods into end products, the SFA shall enter into an agreement as stipulated by SA.
e. Follow procedures established by the SA in compliance with USDA Foods Hold and Recall Procedures and Wisconsin USDA Foods Hold and Recall Procedures.
f. All income accruing from the use of USDA Foods shall be deposited in the SFA's nonprofit school food service account.
g. Be responsible to the SA for any improper distribution or use of USDA Foods or for any loss of, or damage to, USDA Foods caused by the SFA's fault or negligence.
h. Preserve the right to assert claims against other persons or entities to which USDA Foods are delivered for care, handling, or distribution on the SFA behalf.
i. Take actions to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA Foods.

SMP

If participating in the SMP, the SFA will comply with all requirements of 7 CFR Part 215 – *Special Mil Program* and if applicable Part 245 – *Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools*.

1. Only students who do not have access to the school meal service program(s), such as applicable PreK programs, may participate in the SMP per 7 CFR 215.7(a).
2. Operate a nonprofit milk service.
3. Claim reimbursement only for milk as defined in 7 CFR 215 and in accordance with the provisions of Sections 215.8 and 215.10.
4. Serve fluid milk and non-dairy milk substitutes in accordance with 7 CFR 215.7a.
5. Submit claims for reimbursement in accordance with 7 CFR 215.8 and 215.10 and procedures established by the SA.
6. Maintain a financial management system as prescribed by SA.
7. If electing to serve milk at no charge only to needy children under 7 CFR 215.7(d)(2), the SFA agrees to serve milk free to all eligible children, at times that milk is made available to non-needy children under the SMP.
8. Determine eligibility for free milk for children who are not categorically eligible in accordance with current USDA income eligibility guidelines.
9. Comply with all requirements applicable to offer free milk in 7 CFR 245 - *Determining Eligibility for Free and Reduced Price Meals and Free Milk.* Retain the individual applications for free milk submitted by families 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. In this case, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

10. Adhere to the Policy Statement below when providing free milk as described for the provision of free school meals of this Agreement except for the provision requiring verification of applications.
11. Abide by the hearing procedures in accordance with 7 CFR 245.7 and the nondiscrimination practices in accordance with 7 CFR 245.8.

CACFP

If participating in the CACFP, the SFA will comply with all requirements of 7 CFR 226 – *Child and Adult Care Food Program.*

1. Certify that loan collateral costs will not be charged to the CACFP. The SFA further certifies that advance payment of CACFP funds or sponsored facility reimbursement payments will not be used as the basis (whole or in part) for securing a loan.
2. Ensure that meals are served free or at a reduced price to all participants eligible for free or reduced price meals in accordance with the SA's household size-income statements, and an approved Pricing Program Addendum is on file with the SA, when the institution elects a separate charge for meals.
3. Outside of School Hours Centers and At Risk After School Hours Care Centers: In accordance with USDA guidance, Outside of School Hours Centers and At Risk After School Hours Care Centers participating in the CACFP are not required to be licensed unless there is a state or local requirement for licensing. As a condition of receiving federal reimbursement under the CACFP, the SFA that:
    a. Outside of School Hours Centers and At Risk After School Hours Care Centers participating in the CACFP under the SFAs' Application/Agreement which are not licensed, are not required to be licensed based on the Department of Children and Families criteria that "No person may for compensation provide care and supervision for four or more children under the age of seven for less than 24 hours a day unless that person obtains a license to operate a child care center from the department, Sec. 48.65(1) Wis. Stats.
    b. The SFA shall require Outside of School Hours Centers and At Risk After School Hours Care Centers to advise the sponsor of any change in conditions that may require such sites to be licensed and that such requirement shall be part of the site agreement the SFA executes with such site(s).
    c. Should the SFA receive information or otherwise have knowledge of any change at a site that may affect the site's need to obtain a license, the SFA shall notify immediately the Department of Children and Families in effort to obtain licensure if the site elects to continue participation in the CACFP, or if licensure is required and the site elects not to satisfy the licensure requirement the site shall be immediately terminated from the CACFP. The SFA also agrees to notify immediately the SA of such action(s).

4. The SFA agrees that meals and snacks will not be claimed for any site that is not in compliance with the licensure requirement.
5. The SFA certifies that neither it nor any of its principals have been declared ineligible to participate in any other publicly funded program by reason of violating that program's requirements.
6. The SFA certifies that neither it nor any of its principals has been convicted of any activity that occurred in the past seven years and that indicated a lack of business integrity. (A lack of business integrity includes fraud, antitrust violation, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, receiving stolen property, making false claims, obstructing justice or any other activity indicating a lack of business integrity as defined by the SA).
7. Institutions and individuals making false certifications will be placed on the National Disqualified List and will be subject to any other applicable civil or criminal penalties.
8. The SFA further certifies that a screening process is in place to scrutinize any criminal convictions of board members that may disqualify them from performing program administrative functions.
9. The SFA shall ensure that all sites under its administrative authority will not independently contract with the SA to operate any other USDA Child Nutrition Program(s).
10. The SFA is notified of the right of the SA, the USDA, and other state or federal officials to make announced or unannounced reviews of their operations during the institution's normal hours of program operations and that anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.
11. Upon request, make all accounts and records pertaining to the CACFP available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a minimum of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved. In this case, the records shall be retained until all issues raised by the audit or investigation have been resolved.
12. Provide assurance that all participants are served the same meals and that there is no discrimination in the course of the food service. If there is a substantive change in this Policy Statement below, the SFA must notify the SA and provide a revised Policy Statement at the SA's request.

SFSP

If participating in the SFSP, the SFA will comply with all requirements of 7 CFR 225 – *Summer Food Service Program*.

1. Operate a nonprofit food service during the period that SFSP is offered, as follows:
    a. From May through September for children on school vacation.

   b. At any time of the year, in the case of sponsors administering the program under a continuous school calendar system.
   c. During the period from October through April, if the program serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by SA, a similar cause.
2. Offer meals which meet the requirements and provisions in accordance with 7 CFR 225.16 during times designated as meal service periods by the sponsor and offer the same meals to all children.
3. Serve meals without cost to all children.
4. Issue a free meal policy statement in accordance with 7 CFR 225.6(c).
5. Meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1).
6. Claim reimbursement only for the type or types of meals: without charge to children at approved sites, except camps and conditional non-congregate sites, during the approved meal service time; without charge to children who meet the SFSP's income statements in camps and conditional non-congregate sites; if a maximum approved level is required under 7 CFR 225.6(h)(2); within that approved level for the maximum number of children's meals that may be served; as required under 7 CFR 225.16 (c), at the approved meal service time, unless a change approved by the SA; and, unless the requirements in 7 CFR 225.16 (g) are meat, at the approved site.
7. Submit claims for reimbursement in accordance with procedures established by SA and those stated in 7 CFR 225.9.
8. Maintain proper sanitation and health standards in the storage, preparation, and service of food in conformance with all applicable state and local laws and regulations.
9. Accept and use, in quantities that may be efficiently utilized in the program, such foods as may be offered as a donation by the USDA.
10. Have access to facilities necessary for storing, preparing, and serving food.
11. Maintain a financial management system as prescribed by SA.
12. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d)(2) and (3).
13. Upon request, make all accounts and records pertaining to the SFSP available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a minimum of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved. In this case, the records shall be retained until all issues raised by the audit or investigation have been resolved.
14. Maintain children on site while meals are consumed at congregate sites. Sponsors may allow a child to take one fruit, vegetable, or grain item off-site for later consumption if the requirements in § 225.16(h) are met.
15. Retain final financial and administrative responsibility for its program.

16. Provide assurance that all children are served the same meals at no charge and that there is no discrimination in the course of the food service. If there is a substantive change in this Policy Statement below, the SFA must notify the SA and provide a revised policy statement at the SA's request.

POLICY STATEMENT FOR FREE AND REDUCED PRICE MEALS OR FREE MILK

**Not applicable for CEP schools and Residential Child Care Institutions (RCCIs) without day students. For SFAs participating in CEP, see the CEP Policy Statement below.

The SFA accepts responsibility for providing free and reduced price meals/snacks or free milk (if participating in free milk option of SMP) to eligible children. It assures the SA that the policy will be uniformly applied and implemented in all participating schools under its jurisdiction for the applicable Child Nutrition Program(s) covered by this Agreement:

In fulfilling these responsibilities, the SFA:

A. Agrees to designate individuals as *Determining Official (DO)* to review applications and make determinations of eligibility as named on the Policy Statement Renewal; as *Hearing Official (HO)* to hear complaints or appeals on application determination or verification process results and possible discrimination in the operations of the program; as *Verifying Official (VO)* to conduct the verification process including the selection of applications, notification of selection for verification, examination of materials submitted, and notification results; and as *Confirming Official* (CO) to conduct review of the information on applications selected for verification to determine that the correct determination was initially made. Such officials(s) will use the criteria outlined in this policy to determine which individual children are eligible for free and reduced price meals or free milk.
B. Agrees to serve meals/snacks free or at a reduced price and free milk, as applicable, to children from households whose income is at or below the family size income scale of the published USDA Income Eligibility Guidelines for the current school year.
C. Agrees to develop and distribute to each child's parent(s) or guardian a letter on how to apply for school meal benefits, including frequently asked questions. In addition, an application form for free and reduced price meals or free milk shall be distributed with the parent letter at or at or about the beginning of each school year or whenever there is a change in eligibility criteria. SFAs using an online application need to notify households how to access the online application to apply for benefits and explain how to obtain and submit a household application if they do not have access to a computer. The letter to parents with the free and reduced price meal application attachment shall have only the income eligibility guidelines for reduced price meals with an explanation that households with incomes at or below the reduced price guidelines may be eligible for either free or reduced price meals. The letter to parents of half-day students in schools participating in SMP shall have only the income eligibility guidelines for free milk.

1. Agrees to submit to the SA any alterations to the annual prototype free and reduced priced meal application before implementation. This includes paper, electronic and software generated application forms. Such changes will be effective only upon SA approval. Software generated applications are approved by the SA annually, prior to the upcoming school year.
2. Interested parents or guardians are responsible for filling out the application and returning it to the school for review. Such applications and documentation of determinations made will be maintained for a period of three years after submission of the final claim for reimbursement for the fiscal year unless there is an audit finding that has not been resolved. In this case, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
3. Applications must only require the last four digits of the parent's or guardian's Social Security number. Parents and guardians are eligible to apply for benefits even if they do not have a Social Security Number. If no adult household members have a Social Security Number, leave this space blank and mark the box labeled "Check if no SSN".
4. 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 meals or milk application materials regardless of the time of year the child is registered. If a child transfers from one school to another under the jurisdiction of the same SFA, their eligibility for free or reduced price meals or free milk will be transferred to and honored by the receiving school.
5. Parents or guardians will be promptly notified of the acceptance or denial of their application(s).
6. When an application is denied, parents or guardians will be provided with a written notification which shall include:
    a. the reason for the denial of benefits, e.g., income in excess of allowable limits or incomplete application.
    b. notification of the right to appeal.
    c. instructions on how to appeal.
    d. a statement reminding parents that they may re-apply for free and reduced price benefits at any time during the school year; and
    e. the reasons for ineligibility shall be properly documented and retained on file at the SFA level.

D. The SFA agrees to complete Direct Certification in compliance with 7 CFR 245.6(b).

1. The SFA agrees to complete a full-enrollment Direct Certification run, including total student enrollment with access to the Child Nutrition Programs (NSLP, SBP, SSO, or SMP-Pricing with Free Milk), no less than three times per school year (except if participating in Community Eligibility Provision (CEP)) at or around the

beginning of the school year, three months after initial effort, and six months after the initial effort.

2. The SFA agrees to complete a Direct Certification run on or near April 1, annually, including total student enrollment with access to NSLP or SBP for CEP notification purposes.
3. Parents of students determined through Direct Certification to be eligible for free or reduced price meals shall be notified using the prototype letter provided by the SA.

E. Children that are under the legal responsibility of a foster care agency or court are eligible for free meal benefits, regardless of income. Foster children may be certified as eligible through the Direct Certification process, on a household application, or with proper documentation from local or state placement agencies. Households with foster children and non-foster children may include the foster child as a household member, as well as any personal income available to the foster child, on the same application that includes their non-foster children. If the foster family is not eligible for free or reduced price meal benefits, this does not prevent a foster child from receiving free meal benefits.

F. Agrees to communicate meal benefits with households of children deemed as categorically eligible under "Other Source Categorically Eligible" after the homeless liaison has indicated the child qualifies as homeless or runaway or migrant children are identified by the DPI migrant coordinators.

G. Agrees to establish a procedure to collect money from children who pay for their meals/snacks or milk and to account for the number of free, reduced price, and full price meals/snacks and free and full price milk served , all in a way that prevents the overt identification of the children receiving free or reduced price meals or milk.

H. Agrees to prevent overt identification of the children receiving free or reduced price meals/snacks or free milk if the SFA is selling competitive foods during a meal service.

I. Agrees to take all actions, in accordance with 7 CFR 245.8, that are necessary to ensure compliance to prevent disclosure of confidential information of children eligible to receive free and reduced price meals or free milk which include:

1. The names of children shall not be published, posted, or announced in any manner.
2. There shall be no overt identification of any of the children by the use of special tokens or tickets or by any other means.
3. The children shall not be required to work for their meals or milk.
4. The children shall not be required to use a separate dining area, go through a separate serving line, enter the dining area through a separate entrance or consume their meals or milk at a different time.
5. When more than one lunch/snack or breakfast or type of milk is offered which meets the requirements in accordance with 7 CFR 210.10 and 220.8 or the definition of *milk* in 7 CFR 215.2, the children shall have the same choice of meals/snacks or milk that is available to those children who pay the full price for their meal or milk.

J. SFAs may disclose, without parent/guardian consent, participants' names and eligibility status to persons directly connected with the administration or enforcement of federal education or state education programs. In order to release the names for any other purpose, the parent or guardian must sign a consent form (e.g. a "Sharing Information with Other Programs" form). All signed consent forms must be maintained on file in the food service office.
K. Agrees that there will be no physical segregation of, nor any other discrimination against, any child because of their inability to pay the full price of the meal or milk.
L. Agrees that, in the operation of school nutrition programs, no child shall be discriminated against because of race, sex (including gender identity and sexual orientation), color, national origin, age, or disability.
    1. Private educational institutions that claim a Title IX religious exemption or seek USDA assurance of religious exemption from Title IX provisions may continue using the 2015 version of the USDA NDS and the 2019 version of the *And Justice for All* poster.
M. Agrees to establish and use a fair hearing procedure as prescribed by the SA.
N. Agrees to set reduced price charges for lunch, breakfast, and snacks at or below the maximum reduced price allowed by regulations.
O. Agrees to verify eligibility for free and reduced price meals in accordance with program regulations and maintain records as follows:
    1. a summary of the verification efforts including the selection process.
    2. the total number of applications on file on October 1.
    3. the number of applications verified.
    4. documentation of each application verified and the results.
    5. documentation of verification results on or before November 15; and
    6. documentation of submission of results of verification to the SA on or before February 1.
    7. records regarding these requirements will be available for monitoring by the SA as part of an AR.
P. Agrees to submit a public release containing both the free and reduced price eligibility guidelines and all other information outlined in the parent letter, to the local news media, local unemployment offices, grassroots organizations and major employers contemplating or experiencing large layoffs.
Q. Agrees to have a system in place to identify language needs of families, to ensure that there are no barriers for participation in the USDA Child Nutrition Programs for Limited English Proficient (LEP) families. SFAs can use the information gained through the Home Language Survey conducted during the school enrollment process to identify the language used by households. SFAs are required to communicate with parents and guardians in a language they can understand throughout the certification and verification processes.
R. An annual copy of the following documents (along with applicable translations for Wisconsin) can be found on the SA website at http://dpi.wi.gov/school-nutrition/program-

requirements/free-reduced-meal-eligibility and http://dpi.wi.gov/school-nutrition/program-requirements/verification.

1. Free and Reduced Price School Meal Application
2. Letter to Households
3. Press Release
4. Notice to Households of Approval or Denial of Benefits,
5. Notice to Households of Selection for Verification
6. Notice to Households of Adverse Action due to Verification process
7. Notice of Eligibility Based on Direct Certification

Community Eligibility Provision Policy Statement

SFAs that apply and are approved to participate in CEP agree to follow all requirements in 7 CFR 245.9.

A. Meet the minimum requirement of having 25 percent of enrolled students who are "identified students" (i.e. certified for free meals without the use of school meal applications) for the SFA, group of schools, or school participating in CEP. This must be based on data as of April 1 of the school year prior to CEP implementation, unless otherwise specified by FNS (such as for a new school).

B. Participate in both the NSLP and SBP - this includes any public, private, and charter schools.

C. Offer reimbursable breakfasts and lunches at no cost to all students attending participating schools during the 4-year cycle and count the number of reimbursable breakfasts and lunches served to students daily at an acceptable point of service.

D. SFAs applying for or renewing their CEP agreement must submit the CEP application by June 30 and include documentation of identified and enrolled students as of April 1 of the prior school year (unless otherwise specified by FNS) certifying that the school(s) meet the criteria for participation and follow all requirements in 7 CFR 245.9(f).

E. The approved CEP Identified Student Percentage, claiming percentages, participating sites, and four-year cycle are included in the school nutrition contract and CEP approval letter. Applicable documentation is provided to the SFA by the SA upon notification of approval. The availability of this information ensures compliance with the policy statement requirements in 7 CFR 245.9(g).

F. CEP participation must be reconsidered prior to the four-year cycle end date indicated in the CEP application.

G. Submit accurate claims within the required timelines, utilizing the CEP edit check. Reimbursement will be based on approved free and paid claiming percentages, applied to the total number of reimbursable student lunches and breakfast served each month.

H. Once approved, agrees to submit the CEP Intent Form by June 30 annually to notify the SA of continued participation in CEP, any changes, or intent to discontinue CEP and return to standard counting and claiming procedures.

I. For SFAs that are CEP SFA-wide, agrees to run Direct Certification annually for the Special Provision Match Report in October (due by November 15) and for the CEP notification report on April 1.

J. Agrees not to collect USDA Free and Reduced Price School Meals Application from households for use in determining eligibility for the school meal program in participating schools in subsequent years during the period of participation in CEP, unless the application is first modified per USDA guidance.

K. A simplified Alternate Household Income Form is available for collecting socioeconomic data from students in CEP schools.

L. Any costs associated with processing an alternate application or other forms used to obtain socioeconomic data from students for non-school meal program purposes, may not be paid from the nonprofit school food service account. SFAs must be able to distinguish between forms from students in CEP schools vs non-CEP schools to properly allocate the costs of processing.

M. For schools participating in CEP and the Wisconsin School Day Milk Program (WSDMP), individual student eligibility information is still required to claim milks for reimbursement. CEP schools may use Direct Certification, USDA meal applications, or the Alternate Household Income Form to determine which students qualify for free milk in the WSDMP. As a reminder, funds from the nonprofit school food service account (Fund 50) may not be used to support eligibility determination for the WSDMP. CEP claiming percentages cannot be used for claiming in the WSDMP.

N. Cover the costs of serving breakfast and lunches that are in excess of the Federal assistance received, including Federal cash reimbursement, with non-Federal funds.

O. Individual student eligibility information shall not be published, posted, or announced in any manner. SFAs may disclose, without parent/guardian consent, participants' names and eligibility status to persons directly connected with the administration or enforcement of federal education or state education programs. To release the names for any other purpose, the parent or guardian must sign a consent form (e.g. a "Sharing Information with Other Programs" form). All signed consent forms must be maintained on file in the food service office.

P. Agrees that, in the operation of school nutrition programs, no child shall be discriminated against because of race, sex (including gender identity and sexual orientation), color, national origin, age, or disability.

1) Private educational institutions that claim a Title IX religious exemption or seek USDA assurance of religious exemption from Title IX provisions may continue using the 2015 version of the USDA NDS and the 2019 version of the *And Justice for All* poster.

Q. Agrees to have a system in place to identify language needs of families, to ensure that there are no barriers for participation in the USDA Child Nutrition Programs for Limited English Proficient (LEP) families. SFAs can use the information gained through the Home Language Survey conducted during the school enrollment process to identify the language

used by households. SFAs are required to communicate with parents and guardians about CEP in a language they can understand.

R. Abide by all requirements for applying and administering the 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 (NSLA) (42 U.S.C. 1759a(a)(1)) and subsequent policy and guidance issued by the USDA.

S. Maintain records as required per 7 CFR 245.9(h).

T. Agree to this policy statement through the annual school nutrition contract renewal process. Any updates to the policy statement will be communicated to SFAs by the SA through normal communication channels.

Policy Statement for the SFSP

The SFA assures the SA that the policy herein stated will be uniformly applied and implemented for all participating child nutrition sites under its jurisdiction and that all children are served the same meals at no separate charge regardless 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 SA and that there is not discrimination in the course of the food service. Camps and conditional non-congregate sites charging separate for meals must contact the SA immediately for the proper Policy Statement.

The SFA further assures the SA that for all sites under the SFA's jurisdiction which are using individual enrollment to document areas in which poor economic conditions exist and by camps and conditional non-congregate sites using individual Household Size-Income Statements to document children's eligibility, the standard of determining eligibility for participation in the SFSP shall be in conformity with the SA's household size and income standards for free and reduced price school meals or that case numbers are used for children from households receiving FoodShare households or W-2 Cash Benefits or for a child participating in FDPIR. Unless an alternate method is approved by the SA, the SFA agrees to use the SFSP Household Size-Income Statement form supplied by the SA to obtain household size and income information or FoodShare, W-2 Cash Benefits or FDPIR case numbers from the household of children enrolled in the SFSP.