

School Year 2023-24 Agreement to Administer the School Nutrition Program(s)

School Breakfast Program- Child Nutrition Grant (CFDA 10.553)
National School Lunch Program- Child Nutrition Grant (CFDA 10.555)
Seamless Summer Option- Child Nutrition Grant (CFDA 10.555)
Afterschool Snack Program- Child Nutrition Grant (CFDA 10.555)
Special Milk Program- Child Nutrition Grant (CFDA 10.556)

This Agreement ("Agreement") exists to achieve the purposes of: (1) the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. § 1751-1760) and regulations governing the National School Lunch Program (7 CFR 210 and 245) and (2) the Child Nutrition Act of 1966, as amended (7 U.S.C. § 1771- 1985), and regulations governing the School Breakfast Program (7 CFR 220 and 245) and (3) the Special Milk Program for Children (7 CFR 215); (4) Public Law 105 – 336 authorizing reimbursement for snacks, (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (formerly known as the Seamless Summer Food Service Program; (6) Public Law 108-265 to amend the National School Lunch Act and Child Nutrition Act of 1966 to provide children with increased access to food and nutrition assistance, to simplify program operations and improve program management; (7) Public Law 111-296 the Healthy, Hunger Free Kids Act of 2010; (8) 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) which stipulates allowable and unallowable expenses in the non-profit School Nutrition Program; (9) Tennessee Code Annotated (T.C.A.) Title 49, Chapter 6, Part 23 governing the operation of the School Nutrition Programs within the state of Tennessee; and (10) State Board of Education rules, regulations, and minimum standards for the operation of the public school system, Chapter 0520-01-06 governing the operation of the School Nutrition Programs within the State of Tennessee.

The Tennessee Department of Education, hereinafter referred to as the "State Agency (SA)," and the School Food Authority (SFA), listed below, hereinafter referred to as the "SFA" agree to comply with the conditions of this Agreement which are based on public laws, regulations, statutes, policies, procedures and best practices that govern the School Nutrition Programs to be operated by the SFA.

The State Agency (SA)

- a. Agrees that to the extent of funds available, it shall reimburse the SFA in connection with meals, snacks and milk served to children in the indicated program(s) in schools, institutions or sites included in the Agreement and/or amended Agreement during the effective period of this Agreement; agrees that during any fiscal year, the amount of reimbursement paid to the SFA for meals and snacks served to children in each school, institution or site shall not exceed the amount equal to the number of meals or snacks by types (free, reduced, paid), served to children, multiplied by the assigned rates;
- b. Agrees that it will supply, in writing or electronically, to the SFA's School Nutrition Program Administrator, all changes, additions and deletions to federal and state regulations and policies of the Tennessee Department of Education and State Board of Education that govern the operation of the programs;
- c. Will operate in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability;
- d. Reserves the right to disallow any claim for reimbursement, to withhold School Nutrition funds and/or to recover any School Nutrition funds which are used in a manner that is not in accordance with federal and state laws and regulations or the terms of this Agreement;
- e. Shall execute this Agreement.

The School Food Authority (SFA)

- a. Application. An official of an SFA shall make written application to the State Agency (SA) for any school in which it desires to operate the Program. Applications shall provide the State Agency (SA) with sufficient information to determine eligibility. The SFA shall also submit for approval a Free and Reduced-Price Policy Statement in accordance with part 245 of Chapter 7 of the Code of Federal Regulations.
- b. Agreement. The Parties establish this Agreement, as each SFA approved to participate in the program is required under 7 CFR 210.9 to enter into a written agreement with the State Agency (SA) that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State Agency (SA) to suspend or terminate this Agreement in accordance with 7 CFR 210.25. The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220 and 245. This Agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:
 1. Maintain a nonprofit school nutrition program and observe the requirements for and limitations on the use of nonprofit school nutrition program revenues set forth in 7 CFR 210.14 and limitations on any competitive school food service as set forth in 7 CFR 210.11 and T.C.A. § 49-6-2307;



2. Limit its net cash resources in the School Nutrition Program to an amount that does not exceed three (3) months average expenditures for its nonprofit School Nutrition Program or such other amount as may be approved by the SA in accordance with 7 CFR 210.19 (a); agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months' operating expenses as outlined in T.C.A. § 49-6- 2305 Reserve Fund;
3. Maintain a system of financial accounting as prescribed under 7 CFR 210.14, 220.13 and 225;
4. Comply with uniform administrative requirements, cost principles, and audit requirements of federal awards in 2 CFR part 200 as applicable;
5. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 CFR 210.10 and 220.8;
6. Price meals as a unit;
7. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
8. Comply with the requirements of Provision 2, the Community Eligibility Provision, and reimbursement alternatives if applicable;
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with 7 CFR parts 210 and 220. Agree that the SFA official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension or termination of the program as specified in 7 CFR regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity, the penalty specified in 7 CFR 210.26 and 220.19 shall apply;
10. 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 (SA);
11. Submit claims for reimbursement in accordance with 7 CFR 210.8 and 220.11;
12. Comply with the requirements of the United States Department of Agriculture regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b);
13. Not discriminate against any child because of his or her eligibility for free or reduced-price meals in accordance with the approved Free and Reduced-Price Policy Statement;

The program applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.);
- v. 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);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency. (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Part 35, 42, and 50.3);
- ix. Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement;
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (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 from a 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 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 Program applicant agrees to compile data, maintain records, and submit 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 Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession

of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

14. Enter into an agreement with United States Department of Agriculture to receive donated foods as required by 7 CFR part 250;
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations, and comply with the food safety requirements of § 210.13 and 220.13;
16. 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 United States Department of Agriculture;
17. Maintain necessary facilities for storing, preparing and serving food;
18. Upon request, make all accounts and records pertaining to its school food service available to the State Agency (SA) and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 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 3-year period as long as required for resolution of the issues raised by the audit;
19. Maintain files of currently approved and denied free and reduced-price applications, which must be readily retrievable by school;
20. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 CFR 245.6(b)(5) of Chapter 7 of the Code of Federal Regulations which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate state or local agency, or other appropriate individual, as specified by FNS, that:
 - i. A child in the Family, as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations, is receiving benefits from SNAP (formerly Food Stamp Program), Food Distribution Program on Indian Reservations (FDPIR) or Temporary Assistance for Needy Families (TANF), as defined in § 245.2 of this chapter; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - ii. The child is a homeless child as defined in § 245.2 of Chapter 7 of the Code of

Federal Regulations;

- iii. The child is a runaway child as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations;
- iv. The child is a migrant child as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations; or
- v. The child is a Head Start child as defined in § 245.2 of Chapter 7 of the Code of Federal Regulations.

21. Retain the individual applications for free and reduced-price meals and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of 7 CFR 245.2;

22. No later than December 31 of each year provide the State Agency (SA) with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced-price meals as of the last operating day the preceding October. In addition, each SFA shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.

c. Afterschool care requirements. Those SFAs with eligible schools (as defined in 7 CFR 210.10(n)(1)) that elect to serve meal supplements during afterschool care programs, shall agree to:

1. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10;
2. Price the meal supplement as a unit;
3. Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced-price school meals under 7 CFR part 245;
4. If charging for meals, the charge for a reduced-price meal supplement shall not exceed 15 cents;
5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with this Agreement;
6. Claim reimbursement for no more than one meal supplement per child per day;
7. 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 weeks



of its initial year of operation, once more during its first year of operation, and twice each school year thereafter;

8. Agree to provide organized, regularly scheduled activities in a structured and supervised environment, including an educational or enrichment activity;
 9. Comply with all requirements of 7 CFR 210, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).
- d. Seamless Summer Option (SSO). Those SFAs with eligible schools that elect to serve meals and meal supplements with the seamless summer option, shall agree to:
1. Feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). The National School Lunch Act at 42 USC 1761(a)(8) allows public and non-profit school food authorities/ Local Educational agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option.
 2. Apply with the location and description of the option site, percentage of free or reduced-price meals, type of site and method of advertisement;
 3. Adhere to the special provisions of the Seamless Summer Option, which are described in the following sections (4-23);
 4. Demonstrate financial and administrative capability for Program operations and accept final financial and administrative responsibility for total Program operations at all sites;
 5. Follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites.
 6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
 7. Closed enrolled a site of which is open to only enrolled children, as opposed to the community at large, which at least 50 percent of enrolled children at the site are eligible for free or reduced-price school meals under National School Lunch Program and School Breakfast Program, as determined by approval of application in accordance with [7 CFR 225.15\(f\)](#), or on the basis of documentation the site meets the definition of "Areas in which poor economic conditions exist, referred to as area eligible";
 8. The SFA will not claim any meals under SSO at any site without receiving prior approval from the State Agency (SA);



9. All persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at 7 CFR 225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at 7 CFR 225.2) those persons over age 18 who meet the State Agency (SA) definition of mentally or physically disabled persons;
10. The SFA/LEA will follow NSLP meal service requirements for lunch or snacks (7 CFR 210.10) and SBP meal service requirements (7 CFR 220.8) for breakfast. With State Agency (SA) approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches;
11. Meals will be counted at the point of service;
12. Second meals are not reimbursable and may not be claimed;
13. Production and menu records will be maintained that show compliance with meal requirements;
14. The designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours);
15. The SFA/LEA may allow "offer versus serve" meals at SSO sites;
16. Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip;
17. The number and types of meals will comply with the SFSP requirements at 7 CFR 225.16(b), as described below in sections #18-23;
18. All sites except camps or migrant sites: with State Agency (SA) approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day;
19. There will be no charge for meals served to eligible participants;
20. Meals at all approved SSO sites, except camps, will be served free to all children in accordance with 7 CFR 225.6(e)(4) of the SFSP regulations;
21. The SFA/LEA may claim meals at the "free" rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State Agency (SA), may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe need breakfast rate will continue to receive this differential;
22. On the monthly claim filed with the State Agency (SA), the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites;



23. The SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel;
- e. The Fresh Fruit and Vegetable Program (FFVP) allows selected schools to receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day. The following conditions must be met:
1. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day;
 2. All schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables;
 3. Schools with the highest free and reduced-price enrollment will be selected;
 4. Yearly training with any updates shall be available to all FFVP schools;
 5. Selected schools must meet the following criteria: be an elementary school, represent the highest percentage of students certified for free and reduced-price benefits, participate in the NSLP, complete an annual application and/or update for the FFVP;
 6. A per-student allocation of \$50-\$75 per year will be made;
 7. Provide a serving of fruit or vegetable only to teachers who are directly responsible for serving the fruit or vegetable;
 8. Submit a monthly claim for reimbursement;
 9. May use no more than 10% of your school's total grant for administrative costs;
 10. Receive reimbursement for the costs of purchasing, preparing, and serving fresh fruits and vegetables to children in your schools.

The SA and the SFA mutually agree that:

- a. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.
- b. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the School Nutrition Programs.
- c. For the purpose of this Agreement, the following terms will mean respectively:

1. *Adult*: means a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under 21 chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools as defined in 7 CFR 210.2;
2. *Child*: means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in paragraph (a) and (b) of the definition *school* including students who are mentally or physically disabled as defined by the state and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of school or (c) for purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an after school care program operated by an eligible school who is twelve (12) years of age or under or in the case of migrant workers and children with disabilities, not more than eighteen (18) years of age or under;
3. *Meals*: means food served at a school under the indicated programs which meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch or snack;
4. *Non-profit School Nutrition Program*: means meal service operated by the SFA for the benefit of children, all of the income from which is used solely for the operation or improvement of such meal service and for no other purpose;
5. *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 non-profit private ownership in a single building or complex of buildings; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, 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 the government, with the exception of residential summer camps, which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes; the term "Residential Child Care Institution" includes, but is not limited to: homes for the mentally, emotionally, or physically impaired, and unmarried mothers and their infants; group homes; half-way houses; orphanages; temporary shelters for abused children and for runaway children; long term care facilities for chronically ill children; and juvenile detention centers; a long term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more;
6. *School Food Authority*: means the governing body which is responsible for the administration of one or more schools, institutions or sites, and which has the legal authority to operate the NSLP, the SBP, the SMP, the SSO and/or the ASSP therein.

- d. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30; the Agreement will be permanent for each school year thereafter unless legislation changes and new requirements are added and/or deleted. This must be signed by the Director of Schools and maintained at the SFA level. Approval in the Tennessee: Meals, Accounting, and Claiming (TMAC) system will be made as soon as SFAs submit the appropriate information through the TMAC system.
- e. The SFA/LEA shall comply with all requirements of 7 CFR 245.6(f) when disclosing students' free and reduced-price eligibility status without parental consent. This includes the requirement that SFAs/LEAs may only disclose such information to persons determined to be "directly connected" with the administration or enforcement of a federal education program, state education program, state health program, or a means-tested nutrition program, as well as to persons directly connected with the Comptroller General Office or law enforcement for an authorized activity. Eligibility information shall not be made generally available to all school officials. Only individuals with a legitimate "need to know" to provide a service or carry out an authorized activity may access or use eligibility information. Teachers, guidance counselors, principals, or other school officials who are not providing assistance under the appropriate statutory or regulatory requirements cannot have access to eligibility information. The SFA/LEA is responsible for determining whether it is legally permissible and appropriate for an individual to have access to and/or disclose students' free and reduced price eligibility information.
- f. State agencies, SFAs/LEAs, and schools must also ensure data systems, records, and other means of accessing a student's eligibility status are limited to officials directly connected with administration or enforcement of federal or state program or activity. Online data systems shall have a masking or de-identification capability to prevent unauthorized access to free and reduced price eligibility status.
- g. The State Agency (SA) may withhold Federal School Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the State Agency (SA) may also withhold Federal School Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of a USDA mandated review, an Additional Administrative Review (AAR) or Technical Assistance (TA) Review; the State Agency (SA) may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with the SFA; any termination of the Agreement by the State Agency (SA) shall be in accordance with applicable laws and regulations.
- h. The terms of this Agreement shall not be modified or changed in any way other than by written amendment, agreed to in writing by both parties here to.

Policy Statement for Providing Free and Reduced Price Meals to Students

This document is part of the Agreement between the SFA and the SA to administer the School Nutrition Programs.

The SFA accepts responsibility for providing **free and reduced-price meals and/or free milk and afterschool snacks** to eligible children in the schools under its jurisdiction.

The SFA assures the Tennessee Department of Education that the school district will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the SFA agrees to the following provisions:

- A. Serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in SNAP (formerly Food Stamp Program) or Families First also called Temporary Assistance for Needy Families (TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other federally-approved status as described in a policy memorandum issued by the United States Department of Agriculture, entitles them for categorical eligibility for free meals;
- B. Serve meals at a reduced price to children from households whose income is at or below the reduced price meal eligibility scale listed in the current income eligibility guidelines and/or use other available resources for the student co-pay for reduced price breakfast meals (\$.30 per meal) or paid meals to serve breakfast meals at no charge to students who are eligible for reduced price meals or paid meals;
- C. Set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast. Reduced price charges for lunch shall be set at \$.40 or less, reduced price breakfast shall be served free of charge to qualifying students using the state allocation provided under Session Law 21-345 or at \$.30 or less and reduced-price snacks shall be served at \$.15 or less;
- D. Ensure food is not used as a means of rewarding or punishing students for any purpose;
- E. Ensure no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced-price meals shall not be distributed, published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced-price meals shall not be required to:
 1. Work for their meals;
 2. Use separated dining room areas;

3. Go through a separate serving line;
 4. Enter the dining room through a separate entrance;
 5. Eat meals at a different time;
 6. Eat a meal different from the one sold to children paying the full price.
- F. Operate the School Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex, age, or disability.
- G. Authorize the School Nutrition Administrator/Designee to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the 2023-2024 eligibility guidelines. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based USDA guidance. (Note: The Determining Official may not serve as the Hearing Official. See Item K.)
- H. Develop and make available to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced-price meals, at the beginning of each school year. The school system must develop a procedure and keep it on file for disseminating applications (school packets, email, website, or combination, etc.). This procedure must define if applications will be paper or electronic and how they will be returned. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, his eligibility for free or reduced-price meals will be transferred to, and honored by, the receiving school. Parents or guardians will be notified within 10 working days of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Use data from the state agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

Public Law 111-296 allows certification of a foster child for free meals, without application, if the local educational agency or other child nutrition program institution obtains documentation from an appropriate state or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the state or that the foster child has been placed with a caretaker household by a court. The foster child is categorically eligible and may be certified without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on

the same household application that includes their non-foster children. This will streamline the application process and may help the foster family's non-foster children qualify for free or reduced-price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals, and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as FNS, Temporary Assistance for Needy Families (TANF), Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification in a language that parents and guardians can understand, to the extent practicable, which shall include the following:

1. Reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application);
 2. Notification of the right to appeal the denial of benefits;
 3. Specific instructions on how to appeal;
 4. Statement reminding parents that they may reapply for free and reduced-price benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the LEA level.)
- I. Select and verify by November 15 the eligibility of a sample of the approved free and reduced-price applications on file as of October 1. The SFA further agrees to maintain the following records relative to verification for a period of three (3) years:
1. Total number of applications on file as of October 1st;
 2. Documentation of the samples election;
 3. Summary of all verification activities and outcomes;
- J. Conduct a second party review of applications to ensure the applications are complete and benefits are accurately issued if a computerized system is not used.
- K. Identify individuals within the district who are authorized to serve as liaisons in the following areas:
- Migrant
 - Homeless/Runaway
 - Head Start
 - Even Start
 - Foster Child

These liaisons will be authorized to provide official, accurate information to the SFA's determining official for the purpose of determining categorical eligibility for students who meet pre-established

- L. Designate a Hearing Official to establish and use a fair hearing procedure under which:
1. A household can appeal a decision made on the original application.
 2. A household can appeal an adverse action made because of verification of an application.
 3. The SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

Hearing Procedure

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly-announced, simple method for making an oral or written request for a hearing;
2. An opportunity to be assisted or represented by an attorney or other person;
3. An opportunity to examine, prior to and during the hearing, the documents, and records presented to support the decision under appeal;
4. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to its time and place;
5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference;
6. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witness(s);
7. That the hearing will be conducted and the decision be made by an official who did not participate in the decision under appeal (or any previous conference);
8. That the decision of the hearing official will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record;

9. That the parties concerned and any designated representative thereof be notified in writing of the decision;
 10. That for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision;
 11. That such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- M. Submit a public/press release annually to notify the public of the process for applying for free and reduced-price meal benefits or maintain a copy of the press release from the state which is issued statewide. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced-price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so.
- N. Establish a written 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 and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such procedure or the identity of the children receiving free or reduced-price meals or free milk.
- O. Submit to the Tennessee Department of Education, School Nutrition Program, Andrew Johnson Tower, 710 James Robertson Parkway, Nashville, TN 37243-0389, any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.

Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFAs School Year 2023-24

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2023-24 Agreement and Free and Reduced-Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

[Name of SFA]

[SFA Agr #]

System UEI Number: _____

IndirectCostRate: _____

On behalf of the School Food Authority:

Director of Schools:

[Print]

[Signature]

[Date]

School Nutrition Program Administrator:

[Print]

[Signature]

[Date]

On behalf of the Tennessee Department of Education:

State Director, School Nutrition Program:

Bill Byford

[Print]

[Signature]

[Date]

NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After completing the automated Agreement renewal process, reviewing the Agreement and the Policy Statement, please sign in blue ink and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming(TM) system.

Local Agriculture Products Compliance Plan School Year 2023-24

T.C.A § 49-6-2303(6)

[Name of SFA]

[SFA Agr#]

I/we certify to the Tennessee Commissioner of Education that the School Nutrition Program was implemented according to this plan for compliance and that we will make efforts to:

- _____ Make available to our school nutrition program local agriculture products, freshness and transportation cost to be considered
- _____ Allow flexible bidding process to assist farmers to bid competitively on portions of a given bid, rather than the entire bid
- _____ Require that all food provided for public school use meet or exceed food safety standards for commercial food operations

Each local school board shall submit this plan for compliance 60 days prior to the beginning of the school year. In subsequent school year, each local school board shall submit modifications to this plan 60 days prior to the beginning of the school year.

On behalf of the School Food Authority:

Director of Schools:

[Print]

[Signature]

[Date]

School Board Chairperson:

[Print]

[Signature]

[Date]

NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After reviewing the Local Agriculture Products Compliance Plan, please sign in blue ink and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming (TMAC) system.



BILL LEE
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
NINTH FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PENNY SCHWINN
COMMISSIONER

4/4/2023

Disclaimer

The State of Tennessee is submitting the following disclaimer for the School Nutrition Program Agreement for the 2023-24 school year. By making this submission, Tennessee makes no concessions as to the scope of the terms “sex” or “discrimination” as they appear in Title IX of the Education Amendments of 1972 and the Food and Nutrition Act or implementing regulations. Tennessee does not concede that USDA’s extension of those statutes to issues pertaining to sexual orientation and gender identity is a valid funding condition, and the State reserves the right to challenge that condition in any appropriate forum. The State expressly incorporates by reference any arguments raised in its pending litigation against the USDA. *See Tennessee v. USDA*, No. 3:22-CV-257 (E.D. Tenn.). Tennessee notes that, in imposing requirements related to sexual orientation and gender identity, USDA relied on an interpretation by the U.S. Department of Education that was enjoined from implementation by a federal court. *See Tennessee v. Dep’t of Educ.*, No. 3:21-CV-308, 2022 WL 2791450, at *1 (E.D. Tenn. July 15, 2022).

Tennessee maintains that it administers the SNAP program in compliance with the antidiscrimination provisions of Title IX and the Food and Nutrition Act, as they are properly interpreted.

Sincerely,

William Byford

State Nutrition Director, TDOE