

Forms and Guidance | Help

NSLP/SBP/SMP Agreement

NHS Help Desk 502-564-5632
Commonwealth Service Desk 502-564-7576

Sponsor Name: HENDERSON CO. BOE

Sponsor Number: 051-251-999-0A

FEID: 616001295-EXX

In order to effectuate the purposes of the National School Lunch Act of 1946, the Child Nutrition Act of 1966, and the subsequent amendments to these acts (hereinafter referred to as the - "program"), the Kentucky Department of Education (hereinafter referred to as the State Agency (SA)) and the sponsor or other governing body (hereinafter referred to as the School Food Authority (SFA)) covenant to the terms of this agreement, as applicable to the program(s) for which the Sponsoring Agency has made application to the SA and as approved, agree as follows:

FOR PARTICIPATION IN THE NATIONAL SCHOOL LUNCH PROGRAM THE STATE AGENCY AGREES TO:

1. Reimburse the SFA for the program(s) in which participation has been approved by the SA , provided such services in the program(s) are the type(s) defined or described in the State and Federal program regulations and that these services are rendered consistent with existing regulations during the fiscal year(s) in which this agreement is effective and that reimbursement shall be made to the SFA to the extent of funds available and at rates as determined by applicable formulae or as otherwise assigned by the SA.
2. Provide general administration and supervisory assistance by SA personnel as deemed necessary and adequate for proper conduct of each program.

THE SCHOOL FOOD AUTHORITY AGREES TO:

The SFA and participating schools under its jurisdiction shall comply with all provision of 7 CFR Part parts 210 and 245.

1. Operate non-profit food service program(s) using all of the revenue accruing to the programs only for the operation or improvement of such service, provided, however, that such revenue shall not be used to purchase land or buildings. 'Revenue' when applied to this program means all monies received by or accruing to the nonprofit school food service in accordance with the SA's established accounting system including, but not limited to, children's payments, earnings on investments, other local revenue, state revenues and federal cash reimbursements.
2. Limit the net cash resources (operating balance) to an amount that does not exceed three months' average expenditures. The SA shall annually review the level and trend of net cash resources reported by the SFA. If the operating balance exceeds three(3) months' average expenditures, the SFA shall establish and implement a plan to reduce prices, improve food quality, or any other action deemed necessary.
3. Maintain full and accurate records of operations under this Agreement, including those set forth herein, and retain such records for a period of three years after the end of the fiscal year to which they pertain unless such records are a part of an unresolved audit which, thereby, extends the three year period. Records of revenue and expenditures shall be maintained in such a manner as to reflect the nonprofit status of the food service.
4. Maintain a financial management system and submit claims for reimbursement in accordance with procedures established by the SA.
5. Comply with the requirements of the Department's regulations regarding financial management (7 CFR part 3015 and 7 CFR part 3016, or 7 CFR part 3019 as applicable).
6. Submit a claim for reimbursement by the 15th day following the last day of the full month covered by the claim. Within 15 calendar days from the 16th of the month (including the 16th), you may submit a revised claim. The revised claim, along with a corrective action plan, located on the NHS website at <http://nhs.ky.gov>, must be faxed to the Division of Nutrition and Health Services. The corrective action plan must address the need for a revised claim, as well as the actions to be implemented to ensure that these errors do not recur. In accordance with 7 CFR 210.8, 215.10, 220.10, 225.9 and 226.10, any claims received more than 30 days following the close of the calendar month must be approved by the SA before processing.
7. Upon request, make all accounts and records pertaining to this program available to the SA/USDA for audit and review at a reasonable time and place.
8. Supply meals/milk without cost, or at a reduced price, to all children who are determined under the SFA's current approved free and reduced-price policy statement to be unable to pay the full price: make no discrimination against any child because of his ability to pay the full price of the meal/milk as specified in 7 CFR Part 245.
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR part 210. Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 210.8 governing claims for reimbursement. 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 210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity, the penalties specified in 210.26 shall apply.

10. Maintain files of currently approved and denied free and reduced-price applications, respectively. If applications are maintained at the SFA level, they shall be readily retrievable by site. Such applications shall be retained 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, the records shall be retained beyond the three-year period as long as required for the resolution of issues raised by the audit.
11. Maintain production and menu records for the meals produced. These records must show how the meals contribute to the required food components, food items or menu items every day. In addition, for lunches, these records must show how the lunches contribute to the nutrition standards in paragraph (b) of section 7 CFR 210.10 and the appropriate calorie and nutrient levels for the ages/grades of the children in the school (see paragraphs (c), (d) or (i)(1) or (1), depending on the menu planning approach used) over the school week. If applicable, schools or school food authorities must maintain nutritional analysis records to demonstrate that lunches meet, when averaged over each school week:
 - i. The nutrition standards provided in paragraph (b) of 210.10,
 - ii. The nutrient and calorie levels for children for each age or grade group in accordance with paragraphs (c) or (i)(1) or developed under paragraph (1) of 210.10.
12. Serve lunches during the lunch period which meet the minimum meal requirements prescribed in 210.10.
13. Price meals as a unit which meet the minimum meal requirements, and which are served during a period designated as the meal period by the SFA. Prices for all a la carte sales should be commensurate with their costs.
14. Implement the lunch 'offer versus serve' provision in all senior high schools as required by regulations, and at its option, extend this provision below senior high.
15. Comply with the requirements of the Department's regulations regarding nondiscrimination (7 CFR Part 15, 15a, 15b).
16. Claim for reimbursement only those meals served to children. For purposes of this agreement, 'child' is defined as:
 - i. In traditional schools, a student of high school grade or under as determined by the State Educational Agency, including students who are mentally or physically handicapped as defined by the State and who are participating in a school program established for the mentally or physically handicapped.
 - ii. In residential child care institutions, a person who is under 21 chronological years of age.
17. 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 SA.
18. Maintain necessary facilities for storing, preparing, and serving foods which meet the proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Schools shall obtain a minimum of two food safety inspections conducted by a State or local governmental agency responsible for food safety inspections. They 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 (7 CFR 210.13(b)).
19. At its option, serve milk to split-session kindergarten students who do not have access to lunch or breakfast, in conformance to the requirements in 7 CFR Part 215.
20. Enter into an agreement to receive donated foods as required by 7 CFR Part 250 (7 CFR 210.9 (13)).
21. Accept and use, in quantities as large as may be efficiently utilized in the program, such foods as may be offered by USDA.
22. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and 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 FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
23. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement.
24. Complies with the Drug-Free Workplace (DFW) as required by 7 CFR Part 3021. The SFA must make a good-faith effort, on a continuing basis, to maintain a DFW (including taking specific actions described at 7 CFR Part sec. 3021.200 through 3021.230), and identify all workplace locations where work under 7 CFR Part 210, 215, and 220 will be performed (7 CFR Part sec. 3021.200).
25. Complies with the requirements on Government-Wide Suspension and Debarment in 7 CFR Part 3017.
26. Complies with New Restrictions on Lobbying in 7 CFR Part 3018. Certification regarding lobbying as required by Section 1352,

Title 31, U.S. Code, sponsoring agencies receiving \$100,000 or more must certify that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsor, to any person for influencing or attempting to influence an officer or employee by any agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than the Federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a cooperative agreement, the sponsor shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
 - iii. The sponsor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
27. Promote and document activities to involve children and parents in the program.
 28. Comply with the requirements of USDA's Uniform Federal Assistance Regulations 7 CFR Part 3016 or 3019, as appropriate concerning the procurement of supplies, food, equipment and other services with Program funds.
 29. Complies with Federal audit requirements as set forth in OMB Circular A-133 (public and private entities) which were issued pursuant to the Single Audit Act of 1984 (Public Law 98-502).
 30. That it will/will not recover indirect costs from program funds in accordance with USDA approved base (reference D9 accounting form) and the annual rate calculated by the Department of Education.
 31. No later than March 1, 1997, and no later than December 31 of each year thereafter, provide the State agency 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. The State agency may designate a month other than October for the collection of this information, in which case the list must be provided to the State agency within 60 calendar days following the end of the month designated by the State agency. In addition, each school food authority 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.

If the sponsoring agency is sponsoring the Child and Adult Care Food Program it further agrees to the following additional requirements:

1. Attend State Agency training each fiscal year.
2. Ensure that meals served in all center/homes shall meet the minimum requirements specified by the federal regulations.
3. Obtain family-size and income information on enrolled participants and report such information to the State Agency for reimbursement purposes.
4. Determine that all meal procurements with food service management companies are in conformance with the bid and contractual requirements of 7 CFR Parts 226.21 and 226.22.
5. Secure an audit in accordance with the appropriate OMB Circular if they are a public or private nonprofit sponsor and receive \$500,000 or more in Federal funds.
6. The terms of this Agreement and the detailed information contained on the Application/Management Plan, and Schedule A or B, which shall be considered a part of this Agreement, shall not be modified or changed in any other way than by consent in writing of both parties hereto.
7. It is understood and agreed by and between the State Agency and the Sponsoring Agency whether public, private, or for-profit that the regulations of the United States Department of Agriculture at, 7 CFR Part 226, and Kentucky Department of Education rules as related to the respective programs, are made a part of this Agreement and that the State Agency and the Sponsoring Agency are to abide by all of the conditions and terms set forth in the regulations.

If the Sponsoring Agency is sponsoring the Summer Food Service Program it further agrees to the following additional requirements:

1. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service site including adequate personnel to visit all food service sites at least once in the first week of operation and to promptly take such actions as are necessary to correct deficiencies found at the time of the initial visit, and to complete a monitor review at each site at least once during the first four weeks of operation, and thereafter, to maintain a reasonable level of site monitoring and maintain documentation of each visits using a monitoring form provided by the State Agency.
2. Maintain children on site while meals are being consumed.

3. Serve meals which meet the meal requirements specified during a period designated as the meal service period.
4. Serve meals without cost to all children at non-residential sites (except that camps may charge for meals served to children who are not eligible for free or reduced price meals).
5. Claim reimbursement only for the type or types of meals specified in the Agreement and served without charge to eligible children at approved sites during the approved meal service period.
6. Submit claims for reimbursement in accordance with procedures established by the State Agency, and those stated in 7 CFR Part 225.9.
7. Maintain on-file documentation of site visits and monitor reviews in accordance with 7 CFR Part 225.15(d)(2)(3).
8. Schedule A is completed, accurately documented, and attached.
9. Upon approval by the State Agency, sites may not be added after June 15 and may be deleted as the need arises.
10. Any sponsor that is required by statute, ordinance, resolution, or order to follow the procurement practices required by KRS 424.260 shall use such procurement practices for any program under the Summer Food Service Program for Children unless such agency has adopted the provisions of KRS 45A.345 through 45A.460, in which case, the latter shall apply. Any sponsor that is not a public agency and is not subject to any state local procurement laws or regulations shall follow the procurement requirements of KRS 424.260.

If the SFA is sponsoring the Special Milk Program, including milk offered to children attending split-session kindergarten who do not have access to a school's meal program, it further agrees to the following additional requirements:

The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR Part 215 and 245.

Specifically, the SFA shall note the following in 7 CFR Part 215.7:

- d. Each school food authority or child care institution approved to participate in the program shall enter into a written agreement with the State agency or FNSRO, as applicable, that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State agency to suspend or terminate the agreement in accordance with Sec. 215.15. If a single State agency administers any combination of the Child Nutrition Programs, that State agency shall provide each SFA with a single agreement with respect to the operation of those programs. Such agreement shall provide that the School Food Authority or child-care institution shall, with respect to participating schools and child-care institutions under its jurisdiction:
 1. Operate a nonprofit milk service. However, school food authorities may use facilities, equipment, and personnel supported with funds provided to a school food authority under this part to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 et seq.).
 2. If electing to provide free milk (i) serve milk free to all eligible children, at times that milk is made available to nonneedy children under the Program; and (ii) make no discrimination against any needy child because of his inability to pay for the milk.
 3. Comply with the requirements of the Department's regulations respecting nondiscrimination (7 CFR part 15);
 4. Claim reimbursement only for milk as defined in this part and in accordance with the provisions of Sec. 215.8 and Sec. 215.10;
 5. Submit Claims for Reimbursement in accordance with Sec. 215.10 of this part and procedures established by the State agency or FNSRO where applicable;
 6. Maintain a financial management system as prescribed by the State agency, or FNSRO where applicable;
 7. Upon request, make all records pertaining to its milk program available to the State agency and to FNS or OA for audit and administrative review, at any reasonable time and place.

Such records shall be retained 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, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit;

 8. 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, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
- e. State requirements. Nothing contained in this part shall prevent a State agency from imposing additional requirements for participation in the Program which are not inconsistent with the provision of this part.
 1. That the School Food Authority will conduct a nonprofit food service or, in the event no other food service is maintained, conduct a non-profit milk service.
 2. That a nonprofit school food service be exempt from income tax by provision of the Internal Revenue Service Code, as amended.
 3. That reimbursement will only be claimed for milk. Milk is defined as 'pasteurized fluid types of unflavored or flavored whole

milk, low fat, skim milk, or cultured buttermilk which meet State and local standards for such milk.'

4. That in the storage and service of milk, proper sanitation and health standards will conform to all applicable State and local laws and regulations.
5. That if electing to provide free milk, the Sponsoring Agency will (1) serve milk to all eligible children in accordance with USDA's free milk policy statement at the time that milk is made available to non-needy children under the Program; and (2) make no discrimination against any needy child because of his inability to pay for the milk.
6. That individual applications for free milk submitted by families will be retained 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, the records shall be retained beyond the three year period as long as required for the resolution of the issues raised by the audit.

If the SFA is sponsoring the After School Snack Program it further agrees to the following additional requirements:

1. Attend SA training each fiscal year.
2. Claim reimbursement only those meal supplements (snacks) served during afterschool care programs that meet the meal pattern for supplements as set forth in 7 CFR Part 210.10(n).
3. Serve and claim snacks solely as part of an afterschool care program, or programs, the SFA operates, each such program providing regularly-scheduled education or enrichment activities in an organized, structured, and supervised environment.
4. Meet any State or local licensing, health and safety requirements for operating an afterschool care program.
5. Claim for reimbursement only those afterschool snacks served on school days. Any snacks served before or during the child's school day, or on weekends, holidays, or vacation periods, may not be claimed for reimbursement. Afterschool snacks may be claimed as part of afterschool care programs on days when summer school is in session if this summer school is an integral part of the curriculum or an extension of the local education program. For afterschool care programs in Residential Child Care Institutions (RCCIs), only those children who are enrolled and attending school may have their snacks served on school days claimed for reimbursement.
6. Keep a roster list, sign-in sheet, or other means to determine that children are present on a given day.
7. Claim snacks in the correct reimbursement category. All snacks will be served free and claimed in the free category for any site that is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for free or reduced price meals. All sites not eligible to claim all snacks free on this basis must claim each snack according to the eligibility category—free, reduced price, or paid—of the child to whom the snack is served.
8. Count and record the number of snacks served each day, at the time they are served, by correct claiming category.
9. Price the meal supplement as a unit.
10. If charging for snacks, serve snacks free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced price meals under 7 CFR Part 245.
11. If charging for snacks, the charge for a reduced price meal supplement shall not exceed 15 cents.
12. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the Agreement.
13. Claim reimbursement for no more than one meal supplement per child per day. Children from birth to age 18 years or a student of any age who is disabled, are eligible. If a student's nineteenth birthday occurs during the school year, snacks may be served and reimbursement claimed for that student for the remainder of the school year.
14. Maintain the following records, and follow the retention requirements per 7 CFR Part 210.23(c)—If all meals are claimed free based on the site's eligibility (see item 8, above), maintain documentation establishing each site's eligibility; For all other sites, documentation of free and reduced price eligibility for all children for whom free and reduced price snacks are claimed; Meal counts, by type, for each site for each serving day; Documentation of individual children's attendance on a daily basis; and, Menus and production records to document compliance with snack pattern requirements.
15. Review each afterschool care program two times per 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.
16. Determine that all meal procurements with food service management companies are in conformance with the bid and contractual requirements of 7 CFR Part 210.16 and 210.21.
17. The terms of this Agreement and the detailed information contained on the Application/Management Plan, and Schedule A or B, which shall be considered a part of this Agreement, shall not be modified or changed in any other way than by consent in writing of both parties hereto.
18. It is understood and agreed by and between the SA and the SFA whether public, private, or for-profit that the regulations of the

United States Department of Agriculture at 7 CFR Part 210 , and Kentucky Department of Education rules as related to the respective programs, are made a part of this Agreement and that the SA and the SFA are to abide by all of the conditions and terms set forth in the regulations.

19. Comply with all requirements of 7 CFR Part 210.10, except that, claims for reimbursement need not be based on — "point of service meal" supplement counts (as required by 7 CFR Part 210.9(b)(9)).

If the SFA is sponsoring School Breakfast Program it further agrees to the following additional requirements:

The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR Part 220 and 245.

Specifically, the SFA shall note the following in 7 CFR Part 215.7:

- e. Each school food authority approved to participate in the program shall enter into a written agreement with the State agency or the Department through the FNSRO, as applicable, that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State agency or the FNSRO to suspend or terminate the agreement in accordance with Sec. 220.18. If a single State agency administers any combination of the Child Nutrition Programs, that State agency shall provide each SFA with a single agreement with respect to the operation of those programs. Such agreements shall provide that the School Food Authority shall, with respect to participating schools under its jurisdiction:
 1. (i) Maintain a nonprofit school food service; (ii) in accordance with the financial management system established under Sec. 220.13(i) of this part, use all revenues received by such food service only for the operation or improvement of that food service. Except that, facilities, equipment, and personnel support with funds provided to a school food authority under this part may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 et seq.); (iii) revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings; (iv) limit its net cash resources to an amount that does not exceed three months average expenditure for its nonprofit school food service or such other amount as may be approved by the State agency; and (v) observe the limitations on any competitive food service as set forth in Sec. 220.12 of this part;
 2. Serve breakfasts which meet the minimum requirements prescribed in Sec. 220.8, during a period designated as the breakfast period by the school;
 3. Price the breakfast as a unit;
 4. Supply breakfast without cost or at reduced price to all children who are determined by the School Food Authority to be unable to pay the full price thereof in accordance with the free and reduced price policy statements approved under part 245 of this chapter;
 5. Make no discrimination against any child because of his inability to pay the full price of the breakfasts;
 6. Claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement;
 7. Submit Claims for Reimbursement in accordance with Sec. 220.11 of this part and procedures established by the State agency, or FNSRO where applicable;
 8. 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 inspection requirement in paragraph (a)(2) of this section;
 9. Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by the State Agency, or CFPDO, where applicable;
 10. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department;
 11. Maintain necessary facilities for storing, preparing, and serving food;
 12. Maintain a financial management system as prescribed by the State agency, or FNSRO where applicable;
 13. Upon request, make all accounts and records pertaining to its nonprofit school food service available to the State agency, to FNS and to OA for audit or review at a reasonable time and place. Such records shall be retained 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, 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. Retain the individual application for free and reduced price breakfasts submitted by families for a period of three years after the end of the fiscal year to which they pertain; and
 15. Comply with the requirements of the Department's regulations respecting nondiscrimination (7 CFR part 15).
- f. Nothing contained in this part shall prevent the State Agency from imposing additional requirements for participation in the program which are not inconsistent with the provisions of this part.

THE STATE AGENCY AND THE SPONSORING AGENCY MUTUALLY AGREE THAT:

1. This agreement may be amended or terminated upon ten (10) days' written notice by either party hereto; further, the State Agency may terminate this agreement immediately upon receipt of evidence that the terms and conditions of this agreement are not being fully complied with by the Sponsoring Agency or by any participating school(s) or unit(s); 'Except that any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.'
2. This agreement, to be valid, must be executed by both the legal representatives of the Sponsoring Agency and the legal representative of the State Agency.

This is to certify that I have read this agreement, and I will, as superintendent or other legal representative of the Sponsoring Agency, cause the program(s) to be conducted in full compliance with all applicable terms of this Agreement. This Agreement shall apply to (1) all school food authorities for which an approved acceptance form is on file; (2) all schools for which a current approved application is on file; (3) all child and adult care sites which a current approved application is on file; and (4) all summer food service program sites for which a current approved application is on file with the State Agency. I understand that this agreement is being entered into in conjunction with the receipt of federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

School Food Authority ☒ will ☐ will not recover indirect cost.

Sponsor Signing authority is responsible for notifying the Board of Education and Administrators of the legal ramifications of all approval documents.			Kentucky Department of Education Signature [Comise Haggenmiller]							
			Title [K-12 Nutrition Director]							
<table border="1"> <thead> <tr> <th>Signature</th> <th>Title</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Sabrina Jewell</td> <td>Director</td> <td>09/15/2010</td> </tr> </tbody> </table>			Signature	Title	Date	Sabrina Jewell	Director	09/15/2010	Approval Date [10/01/2009]	
Signature	Title	Date								
Sabrina Jewell	Director	09/15/2010								
			Fiscal Year [2010]							
This agreement shall be effective with respect to meals served commencing:										
			[10/01/2009] To: [09/30/2010]							

Print

Submit

Cancel

Agreement	School Information	Application	Designated Officials
NSLP/SBP/SMP Menu NH2510A 09/15/2010			

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-6264 (voice) and TDD. USDA is an equal opportunity provider and employer pursuant to Title VI of the Civil Rights Act of 1964, 42 USC 2000d and 7 CFR part 15.

Forms and Guidance | Help

NSLP/SBP/SMP School Summary

NHS Help Desk 502-564-5632

Commonwealth Service Desk 502-564-7576

Sponsor Name: HENDERSON CO. BOE**Sponsor Number:** 051-251-999-0A**FEID:**

616001295-EXX

HENDERSON CO. BOE

Schools 12

Lunch	Offer vs. Serve	Breakfast	Offer vs. Serve	Severe Need
12	12	12	12	12

After- school Snacks	Income Eligible	Area Eligible
3	0	3

051-251-999-0A

Paid Price	Bid Price	Split-session Kindergarten	Full- price and Free Milk	Full- price Milk Only	# of Schools on Special Milk
0.0000	0.0000	0	0	0	0

	Paid Student Price Low	Paid Student Price High	Paid Adult Price Low	Paid Adult Price High	Reduced- price Low	Reduced- price High
Lunch	1.55	1.55	3.25	3.25	0.40	0.40
Breakfast	0.90	0.90	2.25	2.25	0.30	0.30
Snack	0	0	0	0	0	0

School Number

School Name: HENDERSON COUNTY ACADEMY**School Address:** 1715 SECOND ST**City:** HENDERSON **State:** KY **Zip Code:** 42420

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	01	1.55	3.25	0.40

Offer vs.	Collection	Max Paid Student	Max Paid	Max
-----------	------------	------------------	----------	-----

	Breakfast	Serve	Method	Price	Adult Price	Reduced Price
	1	1	01	0.90	2.25	0.30
Edit 051-251-A68-0A	Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
Approved Date:	97%	0	00	0.00	0.00	0.00
Original Date:	Paid Price	Bid Price	Type of Milk:	None		
	0.0000	0.0000				

School Number

School Name: BEND GATE ELEMENTARY SCHOOL
School Address: 920 BEND GATE RD
City: HENDERSON **State:** KY **Zip Code:** 42406

	Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	1	1	03	1.55	3.25	0.40
Edit 051-251-010-0A	Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
Approved Date:	1	1	03	0.90	2.25	0.30
Original Date:	Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	56%	0	00	0.00	0.00	0.00
	Paid Price	Bid Price	Type of Milk:	None		
	0.0000	0.0000				

School Number

School Name: CAIRO ELEMENTARY SCHOOL
School Address: 10694 HWY 41-A
City: HENDERSON **State:** KY **Zip Code:** 42420

	Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	1	1	03	1.55	3.25	0.40
Edit 051-251-020-0A	Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
Approved Date:	1	1	03	0.90	2.25	0.30
Original Date:	Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price

41%	0	00	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number**School Name:** AB CHANDLER ELEMENTARY SCHOOL**School Address:** 11215 US 60W**City:** CORYDON **State:** KY **Zip Code:** 42406

Edit 051-251-030-0A

Approved Date:

02/03/2010

Original Date:

10/01/2009

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	1.55	3.25	0.40
Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	0.90	2.25	0.30
Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
61%	0	00	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number**School Name:** EAST HEIGHTS ELEMENTARY SCHOOL**School Address:** 1776 ADAMS LN**City:** HENDERSON **State:** KY **Zip Code:** 42420

Edit 051-251-033-0A

Approved Date:

02/03/2010

Original Date:

10/01/2009

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	1.55	3.25	0.40
Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	0.90	2.25	0.30
Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
58%	0	00	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number

School Name: HENDERSON COUNTY HIGH SCHOOL
School Address: 2424 ZION RD
City: HENDERSON **State:** KY **Zip Code:** 42420

Edit 051-251-060-0A <hr/> Approved Date: 02/03/2010 Original Date: 10/01/2009	Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	1	1	03	1.55	3.25	0.40
	Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	1	1	03	0.90	2.25	0.30
	Severe Need	After- school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	55%	0	00	0.00	0.00	0.00
	Paid Price	Bid Price	Type of Milk:	None		
	0.0000	0.0000				

School Number

School Name: HENDERSON COUNTY NORTH MIDDLE
School Address: 1707 SECOND ST
City: HENDERSON **State:** KY **Zip Code:** 42420

Edit 051-251-065-0A <hr/> Approved Date: 10/01/2009 Original Date: 10/01/2009	Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	1	1	03	1.55	3.25	0.40
	Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	1	1	03	0.90	2.25	0.30
	Severe Need	After- school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	47%	1	01	0.00	0.00	0.00
	Paid Price	Bid Price	Type of Milk:	None		
	0.0000	0.0000				

School Number

School Name: NIAGARA ELEMENTARY SCHOOL
School Address: 13043 HWY 136 E
City: HENDERSON **State:** KY **Zip Code:** 42420

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	1.55	3.25	0.40

Edit 051-251-070-0A

Approved Date:

02/03/2010

Original Date:

10/01/2009

Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	0.90	2.25	0.30
Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
40%	0	00	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number**School Name:** SOUTH HEIGHTS ELEMENTARY SCH**School Address:** 1199 MADISON ST**City:** HENDERSON **State:** KY **Zip Code:** 42420

Edit 051-251-091-0A

Approved Date:

02/03/2010

Original Date:

10/01/2009

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	1.55	3.25	0.40
Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	0.90	2.25	0.30
Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
84%	1	01	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number**School Name:** SPOTTSVILLE ELEMENTARY SCHOOL**School Address:** 9190 US 60E**City:** SPOTTSVILLE **State:** KY **Zip Code:** 42458

Edit 051-251-110-0A

Approved Date:

02/03/2010

Original Date:

10/01/2009

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	1.55	3.25	0.40
Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	0.90	2.25	0.30
Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price

43%	0	00	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number**School Name:** HENDERSON COUNTY SOUTH MIDDLE**School Address:** 800 S ALVES ST**City:** HENDERSON **State:** KY **Zip Code:** 42420

Edit 051-251-150-0A

Approved Date:

10/01/2009

Original Date:

10/01/2009

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	1.55	3.25	0.40
Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	0.90	2.25	0.30
Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
49%	1	01	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number**School Name:** JEFFERSON ELEMENTARY SCHOOL**School Address:** 315 JACKSON ST**City:** HENDERSON **State:** KY **Zip Code:** 42420

Edit 051-251-160-0A

Approved Date:

02/03/2010

Original Date:

10/01/2009

Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	1.55	3.25	0.40
Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
1	1	03	0.90	2.25	0.30
Severe Need	After-school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
76%	0	00	0.00	0.00	0.00
Paid Price	Bid Price	Type of Milk:	None		
0.0000	0.0000				

School Number

School Name: CENTRAL LEARNING CENTER ALT
School Address: 851 CENTER ST
City: HENDERSON **State:** KY **Zip Code:** 42420

	Lunch	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	1	1	03	1.55	3.25	0.40
Edit 051-251-185-0A						
Approved Date: 10/01/2009	Breakfast	Offer vs. Serve	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
Original Date: 10/01/2009	1	1	03	0.90	2.25	0.30
	Severe Need	After- school Snacks	Collection Method	Max Paid Student Price	Max Paid Adult Price	Max Reduced Price
	77%	0	00	0.00	0.00	0.00
	Paid Price	Bid Price	Type of Milk:	None		
	0.0000	0.0000				

[Print](#)
[Cancel](#)
[Agreement](#)
[School Information](#)
[Application](#)
[Designated Officials](#)
[NSLP/SBP/SMP Menu](#)

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer pursuant to Title VI of the Civil Rights Act of 1964, 42 USC 2000d and 7 CFR part 15.

Forms and Guidance | Help

NSLP/SBP/SMP Designated Officials

NHS Help Desk 502-564-5632
Commonwealth Service Desk 502-564-7576Sponsor Name: HENDERSON CO. BOE Sponsor Number: 051-251-999-0A FEID:
616001295-EXX

Approving Official: Sabrina Jewell Phone: 270-831-5015

Hearing Official: Dr. Thomas Richey Phone: 270-831-5000

Verification Official: Sabrina Jewell Phone: 270-831-5015

Sampling Method: Standard

Sponsor Initials

sj

For State Use Only

mid Consultant

Approved Date

10/01/2009 Original Date

Print

Submit

Cancel

Agreement

School Information

Application

Designated Officials

NSLP/SBP/SMP Menu

NH2510A 09/15/2010

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer pursuant to Title VI of the Civil Rights Act of 1964, 42 USC 2000d and 7 CFR part 15.

Forms and Guidance | Help

NSLP/SBP/SMP Application

NHS Help Desk 502-564-5632
Commonwealth Service Desk 502-564-7576

Sponsor Name: HENDERSON CO. BOE

Sponsor Number: 051-251-999-0A
EXX

FEID: 616001295-

1. Sponsor Information: If the information below is not correct, you must contact the State Agency to have your records updated.

Address: 1805 SECOND STREET

City: HENDERSON State: KY Zip Code: 42420-0000

Name of School Food Service Director/Administrator:

Sabrina Jewell

Phone Number of School Food Service Director/Administrator:

270-831-5015

Email of School Food Service Director/Administrator:

sabrina.jewell@henderson.kyschools.us

2. Check any month(s) in which you will NOT operate the approved programs at any school:

☐ October ☐ November ☐ December ☐ January ☐ February ☐ March☐ April ☐ May ☒ June ☒ July ☐ August ☐ September

3. Child Nutrition Program(s) that your agency sponsors are:

☒ Claiming free, reduced, and paid meals in accordance with family size and income scale. Agree to keep documentation for reimbursement.☐ Claiming Paid Reimbursement only. Agree to keep minimal amount of records for reimbursement.

4. Check programs operated and list maximum amounts:

☒ National School Lunch ProgramMaximum Reduced-price Lunch: 0.40
\$☒ School Breakfast ProgramMaximum Reduced-price
Breakfast: \$ 0.30☒ After-school Snack ProgramMaximum Reduced-price Snack:
\$

5. Menu Planning Option:

Traditional Meal Pattern

6. Check here if School Food Authority is using 'any reasonable approach' or alternate menu planning.

☒ Yes ☐ No

7. Method of Meal Preparation:

☒ On-site Meal Preparation☒ Preparation at Central Location☐ Contract with food management company (Send copy of contract to NHS)☐ Other

8. Faith Based Code

Select the three-digit code from the list below that best describes your sponsoring organization:

EDU-Educational institution

☐ Check here if sponsor is a Residential Child Care Institution.

 s_j

END

10/01/2019

10/01/2019

Print

Submit

Cancel

Agreement

School Information

1. $\frac{1}{2} \log \frac{1}{2}$
 2. $\frac{1}{2} \log \frac{1}{2}$
 3. $\frac{1}{2} \log \frac{1}{2}$
 4. $\frac{1}{2} \log \frac{1}{2}$
 5. $\frac{1}{2} \log \frac{1}{2}$
 6. $\frac{1}{2} \log \frac{1}{2}$
 7. $\frac{1}{2} \log \frac{1}{2}$
 8. $\frac{1}{2} \log \frac{1}{2}$
 9. $\frac{1}{2} \log \frac{1}{2}$
 10. $\frac{1}{2} \log \frac{1}{2}$

Designated Officials

NSLP/SBP/SMP Menu

NH2510A 09/15/2010

<https://nhsphaseii.ky.gov/NSP/Application.aspx>