



Commonwealth of Massachusetts Department of Elementary and Secondary Education (DESE)
Office for Food and Nutrition Programs
135 Santilli Highway
Everett, MA 02149

CHILD NUTRITION PROGRAMS PERMANENT AGREEMENT

Sponsoring Agency: Haverhill Public Schools

Effective Date: 06/30/2024

End Date:

[Other Agreements](#)

In order to carry out the purpose of: (Check all programs that apply under this agreement):

	Program	Agreement Number
<input checked="" type="checkbox"/>	The National School Lunch Program	05-128
<input checked="" type="checkbox"/>	The School Breakfast Program	05-128
<input type="checkbox"/>	The National School Lunch Program Seamless Summer Option	
<input type="checkbox"/>	The Special Milk Program	
<input checked="" type="checkbox"/>	The USDA Foods Distribution Program	05-128
<input checked="" type="checkbox"/>	The Child and Adult Care Food Program	05-128-CF-548
<input type="checkbox"/>	The Family Day Care Program	
<input checked="" type="checkbox"/>	The Summer Food Service Program	05-128-SF-71

In accordance with the terms and conditions of agreements made between the United States Department of Agriculture and the Commonwealth of Massachusetts, Department of Elementary and Secondary Education governing the operation of these programs, this Agreement is made by and between the Commonwealth of Massachusetts Department of Elementary and Secondary Education, Office for Food and Nutrition Programs, hereinafter referred to as the State Agency, and the above-named Sponsoring Agency.

This Agreement shall be effective upon approval. The State Agency will renew the Agreement for each fiscal year thereafter, by requesting that the Sponsoring Agency complete the annual renewal process online by the State Agency mandated deadline. The State Agency will then approve the renewal agreement as soon as practicable, after funds have been appropriated by Congress for carrying out the purposes of the National School Lunch Program, School Breakfast Program, Special Milk Program, After School Snack Program, Commodity Distribution Program, Summer Food Service Program, Child and Adult Care Program during each fiscal year. In any event, however, this Agreement may be terminated upon 10 days written notice on the part of either party thereto, and the State Agency may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the Sponsoring Agency.

Note: A signed Agreement from the State Agency is not authorization to participate in any or all of these programs for reimbursement for any meals served after October 15 of any fiscal year, nor shall any commodities donated by the State Agency be used in any Program after such date, unless the Sponsoring Agency's Annual Renewal Application that includes an updated Free and Reduced Price Policy Statement has been received by the mandated deadline and approved by the State Agency.

A. THE STATE AGENCY AGREES THAT:

1. To the extent of funds available, the State Agency shall reimburse the Sponsoring Agency in connection with the cost of obtaining food for the National School Lunch Program, School Breakfast Program, After School Snack Program, Special Milk Program, Summer Food Service Program and the Child and Adult Care Program in the public schools, nonprofit private schools, state schools, or residential child care institutions listed on the attached application(s), in any fiscal year during which this Agreement is in effect. The amount of reimbursement on behalf of any public school, nonprofit private school, state school or residential childcare institution shall be of an amount equal to the number of meals served to children as defined in Department of Agriculture Regulations 7CFR Parts 210, 215, 220, 225, 226, 245, 250, and 3015 multiplied by the rates assigned to the State Agency.
2. The State Agency agrees to distribute to the Sponsoring Agency such commodities as may be donated by the Department of Agriculture (Section 6, 32 and 416) to the Commonwealth based on the Federal rates of distribution for each commodity.
3. For an Institution operating under the Child and Adult Care Food Program, the Department shall
 - a. Terminate an Institution's participation in the Program by written notice whenever it is determined by the Department that the Institution has failed to comply with the conditions of the Program.
 - b. Inform the Institution of its right to request a review of decisions made by the Department which affect the participation.

B. THE INSTITUTION AGREES THAT:

1. It shall adhere to the regulations covering each type of program applied for in each school listed on the application attached to and made part of the Agreement.
2. For an Institution operating under the Child and Adult Food Care Program, will accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all homes, centers or institutions under its sponsorship.
3. It shall operate all nonprofit programs in accordance with the Federal and State regulations and policy guidance including 2 CFR 200, and any amendments thereto.
4. 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 Parts 35, 42 and 50.3);
 - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receive 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).

- xi. The regulations of the Department of Agriculture (USDA) (7 CFR 250); USDA Foods for use in the United States, its territories and possessions, and areas under its jurisdiction in accordance with §250.4(c).
 - xii. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
 - xiii. By accepting this assurance, the Sponsoring Agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, and 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 Sponsoring Agency, 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 behalf of the Sponsoring Agency.
5. Based on the provisions of PRWORA, the interim rule added 7CFR 210.9(b)(20) to the NSLP regulations to require that school food authorities provide by December 31 to the State Agency that administers the NSLP a list of all elementary schools under their 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 of October.
 6. Any termination of the Agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.
 7. It shall upon request, make all accounts and records pertaining to Programs available to the State Agency and to USDA Food and Nutrition Service, for audit or review.
 8. For an Institution operating under either Child and Adult Care Food Program or the Summer Food Service Program, as required by 7CFR226.6(b)(4)(iii) or 7 CFR 225.7(d)(2), all institutions are hereby notified of the right of the State agency, the Department, and other State or Federal officials to make announced or unannounced reviews of operations during the institution's normal hours of childcare or adult care operations, and that anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.

C. THE STATE AGENCY AND THE SPONSORING AGENCY AGREE THAT:

1. The attached application listing public schools, nonprofit private schools, state schools, and residential childcare institutions, which have been approved by the State Agency, shall be part of this Agreement. Schools may be added to or deleted from the application filed under the terms of the Agreement and reference herein to the application shall be deemed to include changes on approval by the State Agency.
2. The State Agency shall promptly notify the Sponsoring Agency of any changes in the minimum requirements for a lunch and/or breakfast or in the assigned rates or reimbursement.
3. The Sponsoring Agency agrees to price the lunch, breakfast, and snack as a unit.
4. The Sponsoring Agency agrees to offer free meals to children from families whose income is at or below currently applicable guidelines for free meals, or to children from Supplemental Nutrition Assistance Programs (SNAP) households or Transitional Assistance to Needy Families (TANF) assistance units that provide a case number or are directly certified for benefits.
5. The Sponsoring Agency agrees to directly certify as eligible for free meals, without further application, any child who is listed on the Direct Certification documentation provided by the Department of Transitional assistance (DTA), and available from the State Agency.
6. With regard to any information received by the Sponsoring Agency from the Department of Transitional Assistance (DTA) that certifies a child is receiving SNAP or TANF benefits, the Sponsoring Agency agrees that it is a holder of personal data, as defined by 106CMR 101.040, and is subject to the provisions of M.G.L. chapter 66A, section 2. The Sponsoring Agency agrees to comply with state and federal laws concerning the confidentiality of personal data and agrees to use it only for the purpose of verifying eligibility for the school meal program.
7. The Sponsoring Agency agrees to offer meals at a reduced price to children from families whose income is at or below currently applicable guidelines for reduced price meals.
8. The Sponsoring Agency agrees to claim free and reduced-price reimbursement only for meals actually served to eligible children having a correctly approved application for meal benefits on file, or who have been determined to be categorically eligible, or eligible through direct certification.
9. The Sponsoring Agency will maintain all approved and denied meal benefit application forms, SNAP or TANF documentation, and direct certification lists on file for three (3) years after the end of the fiscal year to which they pertain.
10. The Local Education Agency agrees to have a current Local Wellness Policy established and implemented as required by 7CFR 210.31.
11. The authorized official who signs the monthly claim reimbursement form shall be responsible for reviewing and analyzing meal counts for each school site under its jurisdiction to ensure the accuracy of the claim as specified in 7CFR 210.8.
12. The Sponsoring Agency agrees to submit an online claim for reimbursement to the State Agency no later than sixty (60) calendar days following the last day of the full month covered by the submitted claim. Federal regulations allow for a one-time exception for filing the claim after the sixty-day deadline date, once utilized, the Sponsor may not do so again for another three (3) years. All other late claims will be forfeited.
13. The Sponsoring Agency agrees to retain all program records for three (3) years after the submission of the final claim for reimbursement for the fiscal year's records.
14. The sponsoring Agency agrees that if there is an open audit for any fiscal year, all records will be retained until formal notification of audit close.
15. For the purpose of this Agreement, definitions outlined in the Federal and State regulations apply to the terms used herein.

Certification	
<input checked="" type="checkbox"/>	I have read, understood and agree to the agreement above.
Submitted by	Espinosa Diana
Submitted Date	03/22/2024

For State Use Only	
<input type="checkbox"/>	Approved by Leshin Robert
Approved Date	06/30/2024