

**New Hampshire Department of Education
Community Eligibility Provision
Participation Form**

Community Eligibility Provision (CEP) provides schools that participate in the National School Lunch Program (NSLP) and participate in or are initiating a School Breakfast Program (SBP) for the 2019-2020 school year with an alternative method for counting and claiming student meals in high poverty local educational agencies (also known as SAUs). SAUs electing to participate in CEP agree to serve all students at participating schools free lunches AND free breakfasts for four successive school years. **Those that wish to participate in CEP must have the CEP Agreement and associated documents to the Office of Nutrition Programs and Services (ONPS) by June 30, 2020, for all schools.** If the cost of serving breakfasts and lunches are not covered by the Federal assistance received, the difference must be paid from the district's non-Federal sources. Identified Student data must come from either the Verification Summary Report (lines 3-2 + 3-3 + 3-4) or numbers as of April 1st of the school year prior to CEP implementation (that would be April 1, 2019, for election to enter for the school year 2020-2021).

In order to participate in CEP, complete the following documents and submit them to BNPS:

- 1) CEP Agreement (on the next page of this document)
- 2) The CEP Participation Listing located on our website at: <https://www.education.nh.gov/who-we-are/division-of-learner-support/bureau-of-student-wellness/office-of-nutritional-services-and-programs>

These documents are due to ONPS by June 30, 2020. Submit via email (with scanned in signature page) to Cheri White at: cheri.white@doe.nh.gov or fax to 603-271-1953. If faxing, please be sure to confirm ONPS receipt of the documents.

Contact ONPS at 271-3860 if you have questions about CEP or the school meal programs in general.

**NH Department of Education
Community Eligibility Provision
School Administrative Unit (SAU) Agreement**

SAU Number: _____ SAU Name: _____

This agreement is between the New Hampshire Department of Education (NHDOE) and *<insert SAU Name>* and covers the period of four years starting July 1, 2020, through June 30, 2024. The School Administrative Unit's (SAU) school(s) may stop participating in the Community Eligibility Provision (CEP) during the four-year cycle by notifying the State agency no later than June 30th of the school year prior to when they want to return to traditional counting and claiming procedures. CEP schools may not stop participating during the school year.

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

A. It is mutually agreed between NHDOE and the aforementioned SAU that:

1. The SAU agrees to serve all children in the participating school(s) free breakfasts and free lunches for four successive school years.
2. The SAU must have a percentage of enrolled students who were Identified Students as per the SAU Verification Summary Report or as of April 1st of the year prior to participating in CEP that is greater than or equal to 40%.
3. The SAU agrees to pay, from sources other than Federal funds, the costs of serving breakfasts and lunches that are in excess of the Federal assistance received, including Federal cash reimbursement.
4. The SAU agrees not to collect free and reduced price meal applications that will be used for meal price determination from households in participating schools in subsequent years during the period of participation in CEP.
5. The SAU agrees to maintain a total count of breakfasts and lunches served at the point of service daily by building, including schools electing CEP.
6. The SAU agrees to abide by all requirements for applying and administering CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1759a(a)(1)).

B. General Conditions

1. This agreement is non-transferable.
2. Neither NHDOE nor the SAU has an obligation to renew this agreement.

Print Name: _____
District Superintendent (public schools) or Administrator (non-public school – Note: RCCIs are not eligible for entry into CEP)

Signature: _____ Date: _____
District Superintendent (public schools) or Administrator (non-public school – Note: RCCIs are not eligible for entry into CEP)

THIS ARRANGEMENT does not constitute the entire agreement between the parties with respect to subject matter thereof.