



Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**

**COMMUNITY ELIGIBILITY PROVISION (CEP)  
LOCAL EDUCATION AGENCY AGREEMENT**

SPONSOR NAME

WINS NUMBER

This agreement is between the Office of Superintendent of Public Instruction (OSPI) and \_\_\_\_\_, and covers the period of four years – July 1, \_\_\_\_, through June 30, \_\_\_\_\_. This agreement is in addition to the Child Nutrition Programs Permanent Agreement already on file.

The Local Education Agency (LEA)/school(s) may stop participating in the Community Eligibility Provision (CEP) during the four-year cycle by notifying OSPI, no later than June 30 of the school year prior, of the intent to return to standard meal counting and claiming procedures.

The undersigned has the authority to enter into 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.

**It is mutually agreed between OSPI and the LEA that:**

1. The LEA agrees to serve all children in the participating school(s) breakfasts and lunches at no cost for four successive school years effective July 1.
2. The LEA agrees to pay, from sources other than Federal funds, the costs of serving breakfast and lunches in excess of the Federal reimbursement received, including state reimbursement.
3. The LEA agrees to collect the Child Nutrition Eligibility & Education Benefit Application from households in participating schools during the period of CEP.
4. The LEA agrees that the nonprofit food service account will not pay for printing, mailing, or labor costs associated with approving the Child Nutrition Eligibility & Education Benefit Application.
5. The LEA agrees to document and maintain a total count of breakfasts and lunches served at the point of service daily by school/site and keep this information on file.
6. The LEA agrees to keep records representative of CEP data, which include enrollment, identified students, and detailed information as to how the students qualified for a period of four (4) years after the final reimbursement was paid.
7. The LEA agrees to have an alternate plan for funding of those state education programs which require individual student status.
8. The LEA 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, as amended in section 11(a)(1) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1759a(a)(1)).
9. Agrees that it will 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); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); 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); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11,2000); All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. 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.

**General Conditions**

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

<b>SUPERINTENDENT SIGNATURE</b>	<b>BUSINESS MANAGER SIGNATURE</b>	<b>FOOD SERVICE DIRECTOR SIGNATURE</b>
<b>PRINTED NAME</b>	<b>PRINTED NAME</b>	<b>PRINTED NAME</b>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>