

GLASSBORO SCHOOL DISTRICT
Summer Food Service Program
May 16, 2014

Currently, the Glassboro School District has tentative plans to offer a summer program to all students, age 18 or younger, of the district. The location of the program will be Bullock School as reviewed by the Director of Buildings and Grounds, Business Administrator, and Food Service Director. This location is the optimum choice as related to the exposure to the student population. In addition, since the school is currently in operation in July with other programs, the custodial staff is not restricted in their summer cleaning efforts.

The anticipated average serving population is 185 students per day. NutriServe is estimating this count based upon other similar communities, particularly Woodbury.

The program will run for the entire month of July which is for 18 days. The serving time will be from 11:30 a.m. to 1:30 p.m. In order to maintain a smoothly running operation, it is recommended that two monitors be assigned to the lunch program. The cost for monitoring can range from \$925 to \$3,240, depending upon coverage by an aide or teacher, or a combination.

The Business Administrator has recently applied for reimbursement funds for the program. Assuming a participation level of 185 students/day, the cost of the program with reimbursement would be \$1,112 and \$12,467 without reimbursement. Currently, we are cautiously optimistic that we will qualify for reimbursement. In addition to the application process, the Business Administrator and Food Service Director have attended training as this is a requirement of the reimbursement program.

It is recommended that we proceed with implementing the program immediately since many tasks still remain. Lunch monitors need to be hired, the program needs to be advertised, the application needs to be processed, and NutriServe food ordering and hiring need to commence. When the district was initially considering a program, reimbursement funds were not known to be available. The district planned to utilize profit from the school year program to subsidize the summer program. Although we stand a good chance of receiving funds, this should not be the determining factor.

GLASSBORO SCHOOL DISTRICT
 Summer Food Program – Budget
 May 15, 2014

	<u>With</u> <u>Reimbursement</u>	<u>Without</u> <u>Reimbursement</u>
Free Lunches Served/Day	185	185
Days	<u>18</u>	<u>18</u>
Total Lunches Served	3,330	3,330
Revenue – State	11,355	0
Expenses:		
Food	3,929	3,929
Supplies & Cleaning	333	333
Salaries	6,111	6,111
Taxes & W/C	977	977
Benefits	0	0
Management Fee	924	924
Liability Insurance	<u>193</u>	<u>193</u>
Total Expenses	12,467	12,467
Income/(Loss)	(1,112)	(12,467)

GLASSBORO SCHOOL DISTRICT
Food Service Summer Lunch Program
May 12, 2014

- Reimbursement is possible
- Location: Bullock
- Estimated participation → ± 185 lunches
- July 2014 (modeled after Woodbury)
- Supervision
- Lunch time: 11:30 to 1:30

Return



State of New Jersey

DEPARTMENT OF AGRICULTURE
33 West State Street 4th Floor
PO BOX 334
TRENTON NJ 08625-0334

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DOUGLAS H. FISHER
Secretary

SUMMER FOOD SERVICE PROGRAM
FISCAL YEAR 2014
REIMBURSEMENT AGREEMENT

SPONSOR LEGAL NAME Glassboro Board of Education

ADDRESS Beach Administration Bldg.

560 Joseph Bowe Blvd., Glassboro, NJ 08028

AGREEMENT NUMBER 08-3906 08-3906

In order to accomplish the purpose of Summer Food Service Program authorized by Section 13 of the National School Lunch Act and the Child Nutrition Act of 1966 and the Amendments to the above acts, and regulated by 7CFR Part 226, the New Jersey State Department of Agriculture, hereinafter referred to as the Department and the organization whose name and address appear above, hereinafter referred to as the Sponsor, contract and agree to the following:

- A. "Administrative Costs" means program costs incurred by the sponsor related to planning, organizing and managing a food service under the program and excluding interest costs and operating costs.
- B. "Adult" means, for the purposes of the collection of social security numbers as a condition of eligibility for program meals, any individual 21 years of age or older.
- C. "Advance Payments" means financial assistance made available to a sponsor for its operating costs and/or administrative costs prior to the end of the month in which such costs will be incurred.
- D. "Areas in which poor economic conditions exist" means:
 - (a) The local areas from which a site draws its attendance in which at least 50 percent of the children are eligible for free or reduced price school meals under the National School Lunch Program and the School Breakfast Program, as determined (1) by information provided from departments of welfare, education, zoning commissions, census tracts, and organizations determined by the state agency to the migrant organizations, (2) by the number of free and reduced price lunches or breakfasts served to children attending public and nonprofit private schools located in the areas of program sites, or (3) from other appropriate sources; or
 - (b) An enrollment program in which at least 50 percent of the enrolled children at the site are eligible for free or reduced price school meals as determined by approval of applications in accordance with 226.15(f) of this part.

COMPLETE

- E. "Camps" means residential summer camps and nonresidential day camps which offers a regularly scheduled food service as part of an organized program for enrolled children. Nonresidential camp sites shall offer a continuous schedule or organized cultural or recreational programs for enrolled children between meal services.
- F. "Children" means persons 18 years of age and under, or persons over 18 who are determined by a state educational agency or a local public educational agency of a state mentally or physically disabled and who participate in a public or nonprofit private school program established for the mentally or physically disabled.
- G. "Cost of obtaining food" means costs related to obtaining food for consumption by children. Such costs may include, in addition to the purchase price of agricultural commodities and other food, the cost of processing, distributing, transporting, storing, or handling any food purchased for, or donated to the program.
- H. "Documentation" means the completion of the following information on a free meal application: (1) Names of all household members; (2) social security numbers of each adult household member or an indication that an adult household member does not possess one; (3) household income received by each household member, identified by source of income (such as earnings, wages, welfare, pensions, support payments, unemployment compensation, and social security) and total household income; and (4) the signature of an adult member of the household. Alternatively, "documentation" for a child who is a member of a food stamp household or an TANF assistance unit means completion of only the following information on a free meal application; the name(s) and appropriate food stamp or TANF case number(s) for the child(ren) and the signature of an adult member of the household.
- I. "Family" means a group of related or non related individuals, who are not residents of an institution or boarding house, but who are living as one economic unit.
- J. "Fiscal year" means the period beginning October 1, 2013 and ending September 30, 2014.
- K. "Food Service Management Company" means a commercial enterprise or a nonprofit organization with which a sponsor may contract for preparing utilized meals, with or without milk, for use in the program, or for managing a sponsor's food service operations in accordance with the limitations set forth in Section 226.15. Food service management companies may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies.
- L. "Food Stamp Household" means any individual or group of individuals which is currently certified to receive assistance as a household under the Food Stamp Program.
- M. "Homeless Feeding Site" means a feeding site whose primary purpose is to provide shelter and one or more regularly scheduled meal services per day to homeless families and which is not a residential child care institution as defined in paragraph (c), definition of school, subpart 210.2 of the National School Lunch Program regulations.
- N. "Household" means "family," as defined in this Section.
- O. "Income accruing to the program" means all funds by a sponsor in its food service program including but not limited to, all monies other than program payments, received from federal, state and local governments, from food sales to adults, and from any other source, including cash donation or grants, income accruing to the program will be deducted from combined operating and administrative costs.

- P. "Income Standards" means the family-size and income standards prescribed annually by the secretary for determining eligibility for free and reduced price meals under the National School Lunch Program and the School Breakfast Program.
- Q. "Meals" means food which is served to children at a food service site and which meets the nutritional requirements set out in these regulations.
- R. "Milk" means whole milk, lowfat milk, skim milk and buttermilk. All milk must be fluid and pasteurized and must meet state and local standards for the appropriate type of milk. Milk served may be flavored or unflavored. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and at levels consistent with state and local standards for such milk.
- S. "Needy children" means children from families whose incomes are equal to or below the USDA Secretary's Guidelines for Determining Eligibility for Reduced Price School Meals.
- T. "NYSP" means the National Youth Sports Program administered by the National Collegiate Athletic Association.
- U. "NYSP feeding site" means a site which qualifies for program participation on the basis of free meal applications taken from enrolled children and at which all of the children receiving program meals are enrolled in the NYSP.
- V. "OIG" means the Office of the Inspector General of the Department.
- W. "Operating costs" means the cost of operating a food service under the program:
- (a) Including the (1) cost of obtaining food, (2) labor directly involved in the preparation and service of food, (3) cost of nonfood supplies, (4) rental and use allowances for equipment and space, and (5) cost of transporting children in rural areas to feeding sites in rural areas, but
 - (b) Excluding (1) the cost of the purchase of land, acquisition or construction of buildings, (2) alteration of existing buildings, (3) interest costs, (4) the value of in-kind donations, and (5) administrative costs.
- X. "Private nonprofit" means tax exempt under the Internal Revenue Code of 1986 as amended.
- Y. "Private nonprofit organization" means an organization (other than private nonprofit residential camps, school food authorities, or colleges or universities participating in the NYSP) which meets the definition of "private nonprofit" in this section and which:
- (a) Administers the Program.
 - (1) Effective October 1st, 2010, PNO's are eligible to participate in the SFSP according to the same terms and conditions as other institutions; all sponsors may operate a maximum of 200 sites and serve a maximum total average daily attendance of 50,000 children as permitted by 7CFR 225.6(b)(6)(1).
 - (2) With a waiver granted by the State in accordance with §225.6(b)(11), not more than 500 children being served at any approved meal service at any other site;
 - (b) Operates in areas where a school food authority has not indicated that it will operate the program in the current year.
 - (c) Exercises full control and authority over the operation of the Program at all sites under its sponsorship;

- (d) Provides ongoing year-round activities for children or families;
 - (e) Demonstrates that it possesses adequate management and the fiscal capacity to operate the program; and
 - (f) Meets applicable state and local health, safety and sanitation standards.
- Z. "Program" means the Summer Food Service Program for Children authorized by Section 13 of the National School Lunch Act.
- AA. "Program payments" means financial assistance in the form of start-up payments, advance payments, or reimbursement paid to sponsors for operating and administrative costs.
- BB. "Regulations" means the United States Department of Agriculture Regulations. (7CFR Part 225)
- CC. "Rural" means any county which is not part of a Standard Metropolitan Statistical Area or any "pocket" within a Standard Metropolitan Statistical Area which, at the option of the state agency and with FNSRO concurrence, is determined to be geographically isolated from urban areas.
- DD. "School Food Authority" means the governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a lunch program in those schools. In addition, for the purpose of determining the applicability of food service management company registration and bid procedure requirements, "school food authority," also means any college or university which participates in the program.
- EE. "Self-Preparation" means the sponsor prepares the meals which will be served at the site(s) and does not contract with a food service management company for utilized meals, with or without milk, or for management services.
- FF. "Session" means a specified period of time during which an enrolled group of children attend camp.
- GG. "Site" means a physical location at which a sponsor provides a food service for children, and at which children consume meals in a supervised setting.
- HH. "Special account" means an account which a state agency may require a vendor sponsor to establish with the state agency or with a federally insured bank. Operating costs payable to the sponsor by the state agency are deposited in the account and disbursement of monies from the account must be authorized by both the sponsor and the food service management company.
- II. "Sponsor" means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or state government, or a public or private, nonprofit college or university currently participating in the National Youth Sports Program, which develops a special summer or other school vacation program providing food service which meets the same meal requirements as meals served to children during the school year under the National School Lunch and School Breakfast Programs and which is approved to participate in the program. Sponsors are referred to in the Act as "service institutions."
- JJ. "State agency" means the Bureau of Child Nutrition Programs in the Division of Food and Nutrition Services under the New Jersey Department of Agriculture.
- KK. "TANF assistant unit" means any individual or group of individuals which is currently certified to receive assistance under the Temporary Assistance to Needy Families Program in a state where the standard

of eligibility for TANF benefits does not exceed the income standards for free meals under the National School Lunch Program (7CFR Part 246).

- LL. "Unit of local, municipal, county or state government" means an entity which is so recognized by the state constitution or state laws such as the state administrative procedures act, tax laws, or other applicable state laws which delineate authority for government responsibility in the state.
- MM. "Vended sponsor" means a sponsor which contracts to buy some or all of its utilized meals, with or without milk, from a food service management company or purchases management services, subject to the limitations set forth in Section 225.15, from a food service management company.
- NN. "Yogurt" means commercially prepared coagulated milk products obtained by the fermentation of specified bacteria that meet milk fat or milk solid requirements and to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's standard of identity, for yogurt, lowfat yogurt and nonfat yogurt (21 CFR 131.200, 21 CFR 131.203, 21 CFR 131.206 respectively).

In order to effectuate the purpose of the National School Lunch Act as amended and the regulations thereunder, the New Jersey Department of Agriculture and the sponsor whose name and address appear herein, covenant and agree as follows:

- A. The state agency agrees that, to the extent of funds available, it shall reimburse the sponsor in connection with eligible meals served to children at the approved sites listed in Schedule A during the period therein stated.
- B. The state agency agrees that, to the extent administratively possible, it shall make advance payments by June 1, July 16, and August 16 for June, July and August to sponsors which intend to operate at least ten days in the month and which have held training sessions for administrative personnel and site personnel. Advance payments will be subsequently deducted from regular reimbursement payments. (The state agency may withhold advance payments in some instances as specified in regulations.) In the event the state agency's advance payments or regular reimbursement payments to the sponsor are late, the state agency will not be liable for payment of penalties or interest on the late payment.
- C. The state agency agrees to promptly notify the sponsor of any change in the minimum meal requirements or reimbursement rates. The state agency agrees not to make any changes in the minimum meal requirements which would become effective in less than 60 days after publication of notice thereof.
- D. The sponsor hereby requests that the state agency shall forward to the sponsor advance operating costs and administrative costs payments as per the provisions of 7CFR 225.9(o).
- E. The sponsor represents and warrants that it is a nonprofit agency under the United States Internal Revenue Code of 1986, as amended, and is the governing body responsible for the administration of the approved sites listed on Schedule A of this Agreement, or an agency to which the sites listed on Schedule A have delegated authority for the operation of their food service.
- F. The sponsor agrees to accept final administrative and financial responsibility for total program operations at all approved sites listed in Schedule A. Government sponsors further agree to directly operate this program at all approved sites listed in Schedule A.
- G. The sponsor certifies that each approved site listed in Schedule A serves an area in which poor economic conditions exist or offers a regularly scheduled organized cultural or recreational activity with enrollment and daily attendance register in which at least 1/2 of all children enrolled in each session are

eligible for free or reduced price school meals or is a residential camp which, since such residential camps shall be reimbursed only for meals served to eligible children, shall submit information which documents the number of children enrolled in each session whose family incomes meet the eligibility requirements for free or reduced price school meals.

- H. The sponsor certifies that all approved sites listed on Schedule A have been visited and have the capability and the facilities for the meal service planned and the number of children anticipated to be served.
- I. The sponsor assures the state agency and the department that it now complies with and shall in the future comply with federal and state laws and regulations, including Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2002d et seq.), (P.L. 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1981 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 designed to ensure nondiscrimination and all requirements imposed by the (42 U.S.C. 6101 et seq.) regulations of the Department of Agriculture (7CFR Part 15), Department of Justice Enforcement Guidelines (28 CFR parts 42 and 50), and FNS directives or regulations issued pursuant to that act of the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex 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 applicant received federal financial assistance from the department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal fund, reimbursable expenditures, grant or donation of federal property and interest in property, and 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 which 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 applicant by the department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the applicant, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

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 such records, books, and accounts 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.

- J. The sponsor agrees that it shall:
1. Operate nonprofit food service using all of the income therein solely for the operation or improvement of such service, except such income shall not be used to purchase land, to acquire or construct buildings; or to make alterations in existing buildings, or to rent one's own buildings, office space or equipment.

2. Provide all children the same meals at no separate charge (free) at sites described on the approved Site Information Sheets for participation in the program and there shall be no discrimination in the course of the food service.
3. Make no discrimination against any child because of race, creed, color, national origin, age, sex or disability and make a statement to this effect available to the local news media. All approved sponsors must make this release available to the information media serving the areas from which the sponsor draws program participation.
4. Serve meals that comply with minimum meal pattern requirements (Schedule B) in accordance with a state agency approved menu (Schedule C) during the period of time specified by this Agreement. The menu must be the state menu or one prepared by the sponsor and approved by the state agency. The menu shall not be developed by a food service management company.
6. Conduct food service only at the approved sites listed in Schedule A; the references herein to Schedule A shall be deemed to include such schedules as supplemented and amended.
6. Maintain children on site during meal service and serve meals in a planned and organized manner conducive to good eating and dietary habits.
7. Serve meals in accordance with meal time intervals specified in the regulations and approved meal service times as listed in the Site Information Sheets.
8. If applicable, certify that its administrative personnel have attended a state sponsored training session.
9. Hold a training session for its administrative personnel and site personnel with regard to program duties and responsibilities at the time(s) and place(s) specified in the Sponsor Management Plan, and allow no site to operate until its personnel have attended such training. Provide documentation of all training sessions to the state agency.
10. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, 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. Documentation of such visits shall be maintained on file.
11. Provide adequate supervisory personnel to review food service operations at every site at least once during the first four weeks of program operation and thereafter to maintain a reasonable level of site monitoring.
12. Utilize the sponsor monitor form provided by the state agency and maintain same on file at the address listed on this Agreement.
13. Maintain a financial management system using state agency record keeping forms. This responsibility shall not be delegated to a food service management company.
14. Prepare and submit claims for reimbursement supplied by the state agency by the 10th of the month following month of operation for which the claim is submitted. State agency is prohibited by law from paying any claim submitted later than 60 days following the end of the month for which meals are being claimed. Sponsors contracting with more than one food service company, must submit a separate monthly claim for each company. The preparation and submission of reimbursement claims shall not be delegated to a food service management company.

15. Not claim any site as self-preparation or rural for the extra administrative monies unless such sites conform with said definitions listed herein.
16. Accept payment(s) in the form of multiple party checks wherever the state agency deems such checks to be necessary.
17. Record interest earned on advance payments as program income.
18. That if the sponsor receives federal and/or state grant funds, the sponsor shall have an annual audit performed in accordance with the Single Audit Act, Federal OMB Circular A-133 Revised and State OMB Circular 04-04. Audit requirements contained in (OMB) Circular A-133 Revised (published in the federal register June 27, 2003), include the following:
 - (a) Recipients which expend \$100,000 or more in federal funds for fiscal years ending after December 31, 2003, are required to obtain audits of their operations in accordance with OMB Circular A-133 Revised, Audits of States, Local Governments, and Non-Profit Organizations.

Audit reports that meet the requirements of OMB Circular A-133 Revised shall be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.
 - (b) Audits conducted in accordance with OMB Circular A-133 Revised are required to contain a Schedule of Expenditure of Federal Awards. This Schedule must contain the amount of federal financial assistance expended by Catalogue of Federal Domestic Assistance (CFDA) number. CFDA number for the Summer Food Service Program (SFSP) is 10.558.
 - (c) Sponsoring Organizations that expend Federal funds from a single federal funding source, i.e., Child Nutrition Programs, may elect to have a program-specific audit conducted in accordance with OMB Circular A-133 Revised.
 - (d) Sponsoring Organizations that expend less than \$100,000 or more in federal funds for fiscal years ending after December 31, 2003 are exempt from these Federal audit requirements. However, this does not exempt sponsors from complying with other applicable state and local laws and regulations regarding audit.

It should be noted that federal (Child Nutrition) funds cannot be used to pay for an audit based on requirements in excess of those mandated by OMB Circular A-133 Revised.
19. Make available to the state agency any and all records requested by said state agency for the purpose of conducting an audit of said sponsor pursuant to Section 7CFR 225.10(a) of the Summer Food Service Program regulations.
20. Upon request, make all accounts and records pertaining to the program available to the state agency or FNS for audit or administrative review. Such records shall be retained for a period of three years after the end of the fiscal year. A sponsor's records must be kept at the address specified in this document.
21. Adhere to the administrative and food service budgets as approved in the Sponsor Management Plan.

22. Have a procurement system which fully conforms to the provisions of Section 7CFR 225.17 of the regulations or will adopt procurement standards provided by the state agency which meet these provisions.
23. Use the contract form required and provided by the state agency when contracting with a food service management company. Additions, deletions, or changes may be made only with the prior written consent of the state agency. A sponsor whose contract will exceed \$17,500 agrees to abide by all United States Department of Agriculture bidding procedures.
24. Submit a signed copy of the Summer Food Service Program food service management company contract to the state agency with the application documents no later than April 15, 2014. The Summer Food Service Program food service management company contract shall become an attachment to this Agreement.
26. When contracting with a school for the entire meal that the School Agreement provided by the state agency will be utilized. A signed copy of the School Agreement shall be submitted to the state agency as an attachment to the Agreement.
26. Make payments to vendors in the total amount due for the preceding month for items covered in the contract. Such payments shall be made within ten days of receipt of federal reimbursement payments from the state agency. Public entities are excluded from the requirement that the payments must be made within 10 days, but they must make the payments at the first opportunity pursuant to their established financial procedures.
27. Have access to facilities necessary for storing, preparing, serving and refrigerating food, where applicable.
28. Purchase, in as large quantities as may be efficiently utilized in the program, the foods designated as plentiful by the Department.
29. Accept and use, in as large quantities as can be efficiently utilized in the program, food offered as a donation by the Department.
30. Maintain proper sanitation and standards in conformance with all applicable state and local health laws and regulations in the storage, preparation, and handling of food. Self-preparation sites must have a current and "satisfactory" health certificate.
31. Refrain from transferring meals without adequate refrigeration and the written permission of the state agency.
32. Abide by all policies and any additions thereto issued by the New Jersey Summer Food Service Program (Schedule D).
33. Plan to serve and claim reimbursement for only one meal per eligible child. The sponsor further agrees that it has no regulatory right to such reimbursement for second meals served to children if the state agency determines that the sponsor has failed to plan and prepare or order meals with the objective of providing only one meal per child at each meal service.
34. Shall notify the state agency in writing of any changes in the following: person authorized to sign contracts, director, record keeper, person responsible for the food program, dates of operation, address and telephone number and/or site facility, within ten days of the change.
35. If applicable, for the purpose of determining eligibility for free meals, camps and other programs not eligible under Section 225.2 paragraph 1, of "areas in which poor economic conditions exist"

assure the state agency and the department that they shall distribute applications for meals to parents or guardians of children enrolled in the program. The application shall include the social security numbers of all adult members of the household or an indication that an adult household member does not possess one. The application shall also contain the complete statement from Section 7CFR 225.15(f) - free meal policy of the Summer Food Service Program regulations. The application and any other descriptive materials distributed to such persons, shall contain only the family size and income levels for reduced price eligibility with an explanation that households with incomes less than or equal to these values would be eligible for free meals. Such forms and descriptive materials may not contain the income standards for free meals.

36. Sponsor must collect and maintain data on potential and actual participation by minorities. Sponsor must also count the number of children in each category at every site during at least one visit to that site. Sponsors must retain records of this information on file for at least three years:
- K. A site determined to be in violation of the meal time requirements shall be limited immediately to one meal type per day. If more than 10 percent of a sponsor's sites are determined to be in violation of the meal time requirements all of the sponsor's sites shall be limited immediately to one meal type per day.
- L. The state agency will disallow meals for reimbursement, reduce maximum number of meals approved for a site or close sites for any one or more of the following violations:
1. Unauthorized adults consuming meals.
 2. Offsite consumption of meals.
 3. Meals claimed for reimbursement in excess of the number consumed by children.
 4. Meals served which do not follow the day's menu cycle.
 5. Any other violations of USDA, Regulations or New Jersey state agency policies.
- M. This Agreement may be terminated upon ten days written notice sent by certified mail on the part of either party. The state agency may terminate this Agreement for any one or more of the following documented reasons but shall not be limited to these reasons:
1. Violations of state or USDA bidding procedures.
 2. Violations of the collusion clause of the bidding specifications
 3. Submission of a claim for reimbursement with insufficient documentation to support said claim.
 4. Unauthorized changes in the required state Summer Food Service Program food service management company contract.
 5. Submission of inaccurate or incomplete information on the Sponsor Management Plan.
 6. Submission of inaccurate or incomplete information on the Site Information Sheets.

No termination of the Agreement shall effect the obligation of the sponsor to maintain and retain records and to make such records available for audit for a period of three years after the end of the agreement year to which they pertain, except in the event of an unresolved audit, in which case, records shall be maintained until audit is resolved.

- N. The terms of this Agreement shall not be modified or changed in any way other than by consent in writing of both parties hereto.
- O. The sponsor agrees that, in the hiring of persons for the performance of this Agreement or any subcontract hereunder, neither the sponsor nor any person acting on behalf of said sponsor shall, by reason of race, creed, color, national origin, age, sex or disability discriminate against any person who is qualified and available to perform the work to which the employment relates.
- P. The sponsor agrees that neither the sponsor nor any person on his behalf shall discriminate against or intimidate any employee engaged in the performance of work under this Agreement or any subcontract hereunder, on account of race, creed, color, national origin, age, sex or disability.
- Q. This Agreement may be cancelled or terminated by the state agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the Agreement occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the Agreement.
- R. The sponsor agrees to the general terms and conditions of the attached "Agreement Terms and Condition:" II, III, V, VI, VII, XI B and C, XIII C, XIV to the extent required by federal regulations, XVI A, B, C, to the extent it is not inconsistent with the terms of primary agreement and D, XVIII, XIX, XX and XXI.

I CERTIFY THAT THE INFORMATION ON THIS FORM AND SUBSEQUENT ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THIS INFORMATION IS BEING GIVEN IN CONNECTION WITH THE RECEIPT OF FEDERAL FUNDS AND THAT DELIBERATE MISREPRESENTATION MAY SUBJECT ME TO PROSECUTION UNDER APPLICABLE STATE AND FEDERAL CRIMINAL STATUTES. IT IS THE SPONSOR'S RESPONSIBILITY TO NOTIFY THE STATE AGENCY OF PROGRAM CHANGES IN WRITING. THE PROGRAM MUST BE MADE AVAILABLE TO ALL CHILDREN REGARDLESS OF SEX, AGE, RACE, COLOR, DISABILITY OR NATIONAL ORIGIN.

Signature on Behalf of the Sponsor
Person Authorized to Sign Contractual
Agreements:

Signatures on Behalf of
the Department of Agriculture:

Glassboro Board of Education
Agency Legal Name

Walter S. Pudalno
Signature

Walter S. Pudalno
Name (Please Type or Print)

Business Administrator
Title of Authorized Person

5/8/14
Date

Signature Date
Director, Division of Food & Nutrition

Signature Date
Coordinator, Summer Food Service Program

FISCAL YEAR 2014
ATTACHMENT
AGREEMENT TERMS AND CONDITIONS

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II. Compliance with Existing Laws

The contractor, in order to induce the Department of Agriculture, hereinafter referred to as the department to award this contract, agrees in the performance of this contract to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities by whomsoever performed in which contractor is engaged in the performance of this contract. Failure to comply with such laws, rules or regulations shall be grounds for termination of this agreement.

III. Indemnification

The contractor shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the contractor's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the contractor's services which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the contractor's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the contractor. The contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The contractor shall not subcontract any of the work or services covered by this contract, nor shall any interest be assigned or transferred except as may be provided for in this contract or with the express written approval of the department.

V. Availability of Funds

The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon the availability to the department of funds appropriated by the State Legislature from state or federal revenue or such other funding sources as may be applicable. The department shall not be held liable for any breach of this agreement because of the absence of available funding appropriations.

VI. Procurement Standards

Procurement of supplies, equipment and other services with funds provided by this contract shall be accomplished in a manner generally consistent with the Administration of Grants (34 CFR, Part 74, Subpart P).

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the contractor of the contractual responsibilities arising under its procurement. The contractor is the responsible authority, without recourse to the department regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a contract.

VII. Properly Management Standards

Property furnished by the department or acquired in whole or in part with federal or department funds or whose cost was charged to a project supported by federal or department funds shall be utilized and disposed of in a manner generally consistent with the Administration of Grants (34 CFR, Part 74, Subpart O).

VIII. Method of Payment

- A. At the department's discretion, initial payment may be made to the contractor upon receipt by the department of a properly executed copy of this contract, signed by an appropriate officer of the contractor organization, together with a properly executed form AA-100. Such advances, however, shall not exceed the dollar limits established.
- B. Progress payments shall be made by the department on a periodic basis as prescribed. Such payments shall be issued upon receipt of the required financial and narrative reports.
- C. Payment may, at the discretion of the department, be made either in fixed amount as described by the department to be reasonable to maintain an appropriate level of contract services or in the form of reimbursement of actually reported expenditures.
- D. At the department's discretion, a final payment may be withheld pending receipt of final reports. If applicable, this payment is not to exceed 5 percent of the total contract amount.

IX. Matching and Cost Sharing Requirements

The contractor shall be required to account to the satisfaction of the department for matching and sharing requirements of this contract in accordance with the Administration of Grants (34 CFR, Part 74, Subpart C).

X. Program Income

Program Income shall be defined as gross income earned by the contractor from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Interest earned on advances of contract funds shall be remitted to the department except for interest earned on advances to instrumentalities of a state as provided by the Intergovernmental Cooperation Act of 1968 (Pub. L. 90-577).
- B. Unless the contract provides otherwise, the contractor shall be obligated to the department with respect to royalties received as a result of copyrights or patents produced under the contract.
- C. All other program income earned during the contract period shall be retained by the contractor and used in accordance with this contract.

XI. Financial Management System

- A. The financial officer, designated by the contractor of this contract, shall be responsible for maintaining an adequate financial management system. The financial officer will notify the department when the contractor cannot comply with the requirements established in this section of this contract.
- B. Contractor's financial management system shall provide for:

1. Accurate, current and complete disclosure of the financial results of each program or contract.
 2. Records that adequately identify the source and application of funds for department supported activities. These records shall contain information pertaining to contract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
 3. Effective internal and accounting controls over all funds, property and other assets. The contractor shall adequately safeguard of all such assets and shall assure that they are used solely for authorized purposes.
 4. Comparison of actual outlays with budgeted amounts for each contract. Also, relation of financial information with performance or productivity data, including the production of unit cost information required by the department.
 5. Accounting records that are supported by source documentation.
 6. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of the Administration of Grants (34 CFR, Part 74, Subpart H).
- C. If the department determines that the contractor's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the department upon written notice to the contractor until such time as the system meets with department approval.

XII. Monitoring of Program Performance

- A. The contractor shall constantly monitor the performance under grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined.
- B. The contractor shall inform the department of the following types of conditions which affect program objectives and performance as soon as they become known:
1. Problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any department assistance needed to resolve the situation.
 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
- C. The department may, at its discretion, make site visits to:
1. Review program accomplishments and management control systems.
 2. Provide such technical assistance as may be required.

XIII. Audit Requirements

- A. Audits of operations under this contract shall be conducted in the method specified.
- B. Examinations in the form of audits or internal audits shall be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of contract funds, to produce unbiased opinions, conclusions, or judgments. These audit examinations are intended to ascertain the effectiveness of the financial management system and internal procedures that have been established to meet the terms and conditions of the contract and that accounts and financial statements present fairly the results of the contractor operations.
- C. Audit examinations will be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities and Functions.
- D. Audit examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the contract. Such audits will be conducted on the basis of the contractor's fiscal year. In accepting this contract, the contractor agrees to and will allow such audits to be performed on an organization-wide basis. In the event of a subcontract agreement, the contractor agrees to provide for and permit the department to audit such records.

XIV. Budget Revision and Modification

- A. This section sets forth criteria and procedures to be followed by the contractor in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Budget category variances in excess of five thousand dollars (\$5,000) or 10 percent of the total contract, whichever is lower, shall require approval of the department in writing.
- B. Contractors shall request, in writing, approval of the department when there is reason to believe a revision or modification will be necessary for the following reasons:
 1. Changes in the scope, objective, or timing of the project or program.
 2. The need for additional funding.
 3. The revisions involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs if approval is required by the department.

For the purposes of this contract, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.
 4. Contractor plans to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.

6. For costs identified in the Cost Principles section of the Administration of Grants (34 CFR, Part 74), Subpart 1 regulation that require prior approval.
- C. The department may also, at its option, restrict transfers of funds among direct cost categories for contracts which exceed \$100,000 when the cumulative amount of such transfers exceeds or is expended to exceed 6 percent of the total budget.

The same criteria shall apply to the cumulative amount of transfer among programs, functions and activities when budgeted separately for a contract, except that the department shall permit no transfer that would cause any state appropriation, or part thereof, to be used for purposes other than those intended.
- D. All other changes to budgets, except as described in paragraphs B and C do not require approval.
- E. When requesting approval for budget revisions, the contractor shall clearly show the change in cost categories.
- F. The department may request changes in the scope of the services of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between the department and the contractor, must be incorporated in written amendments to this contract.
- G. If the contractor is making program expenditures or providing contract services at a rate which, in the judgment of the department, will result in substantial failure to expand the contract amount or provide contract services, the department may so notify the contractor. If, after consultation, the contractor is unable to develop to the satisfaction of the department a plan to rectify its low level of program expenditures or contract services, the department may, upon thirty (30) days notice to the contractor, reduce the contract amount by a sum so that the revised contract amount fairly projects programs expenditures over the contract period. This reduction shall take into the account the contractor's fixed costs and shall establish the committed level of services for each program element of contract services at the reduced contract amount.

XV. Contract Closeout Procedures

- A. The following definitions shall comply with the purpose of this section:
 1. Contract Closeout. The closeout of a contract is the process by which the department determines that all applicable administrative actions and all required work of the contract have been completed by the contractor.
 2. Date of Completion. The date when all activities under the contract are completed or the expiration date in the contract award document, or any supplement or amendment thereto.
- B. The contractor shall submit a final report upon completion of the contract period or termination of the contract. This final report shall be in accordance with Section XII paragraphs C and D of the Attachment. The department may permit extensions when requested in writing by the contractor.
- C. The contractor will, together with the submission of the final report, refund to the department any unexpended funds or unobligated (unencumbered) cash advanced except such sums that have been otherwise authorized, in writing, by the department to be retained.

- D. Within the limits of the contract amount, the department may make a settlement for any upward or downward adjustments of costs after these reports are received.
- E. In the event a final audit has not been performed prior to the closeout of the contract, the department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- F. The contract shall account for any property acquired with contract funds or received from the department in accordance with the provisions of the "Property Management Standards" as referenced in Section VII of this Attachment.

XVI. Termination and Suspension

- A. The following definitions shall apply for the purposes of this section:
 - 1. Termination. The termination of a contract means the cancellation of assistance, in whole or in part, under a contract at any time prior to the date of completion.
 - 2. Suspension. The suspension of a contract is an action by the department which temporarily suspends assistance under the contract pending corrective action by the contractor or pending a decision to terminate the contract by the department.
 - 3. Disallowed Costs. Disallowed costs are those charges to the contract which the department or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.
- B. When the contractor has failed to comply with contract award stipulations, standards or conditions, the department may upon thirty days' notice to the contractor, suspend the contract and withhold further payments; prohibit the contractor from incurring additional obligations of contract funds pending corrective action by the contractor; or decide to terminate the contract in accordance with paragraph C below. The department shall allow all necessary and proper costs which the contractor could not reasonably avoid during the period of suspension provided that they meet the provisions of the Administration of Grants (34 CFR, Part 74, Subpart M).
- C. The department may terminate the contract, in whole or in part, upon 30 days' notice, whenever it is determined that the contractor has failed to comply with the conditions of the contract. The department shall promptly notify the contractor, in writing, of the determination and the reasons for the termination together with the effective date. Payments made to the contractor or recoveries by the department under the contract terminated for cause shall be in accord with the legal right and liability of the parties.
- D. The department and the contractor may terminate the contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
- E. The Contract Closeout Procedures in Section XVI of this contract shall apply in all cases of termination of the contract.

XVII. Access to Records

- A. The Contractor in accepting this contract, agrees to make available to the Department, and federal agency whose funds are expended in the course of this contract or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Contractor operations.
- B. All visitations, inspections and audits, including visits and request for documentation in discharge of the Department's responsibilities shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any subgrantee and requires the Contractor to provide for Departmental access to such records in any contract or grant with the subgrantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Contractor by independent Certified Public Accountants or licensed Public Accountants hired by the Contractor to perform such audits.

XVIII. Record Retention

- A. Financial records, supporting documents, statistical records, and all other records pertinent to the contract shall be retained for a period of three years in addition to current year, with the following qualifications:
 1. If any litigation, claim or audit is started before the expiration of the 3 year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
 2. Records for nonexpendable property acquired with department funds shall be retained for 3 years in addition to the current year after its final disposition.
- B. The retention period starts from the date of submission of the final expenditure report, or for contracts that are renewed annually, from the date of submission of the annual financial report.
- C. The department may request transfer of certain records to its custody from the contractor when it determines that the records possess long-term retention value and will make arrangements with the contractor to retain any records that are continuously needed for joint use.

XIX. Subcontracts

No contractor may subcontract any portion of services under this agreement without department approval. No subcontract may be executed unless the format is developed and/or approved by the department. Any subcontract let under this agreement shall be subject to Section XIV, "Audit Requirements."

XX. Prior Expenditures

No expenditures will be reimbursed for activities which occur outside of the contract period. Expenditures may be reimbursed if made during the contract period and in conformance with the program's specifications even if the contract is fully executed and dated after the date of commencement of the contract period. In order to reimburse such expenditures, an approved program application or equivalent document dated and executed by the appropriate authorities prior to any expenditures of funds on the contract and which sets forth the program's starting and ending dates must be attached to the fully executed contract.

ATTACHMENT B

I. USE OF GRANT FUNDS FOR NONEMPLOYEE COMPENSATION

In the event a grant recipient agency plans to use grant funds provided pursuant to a Department of Agriculture third party contract to pay for nonemployee compensation, such as consultants and/or subcontractors, the agency must complete a "Nonemployee Compensation" form for each individual or entity. Nonemployee compensation includes fees, commissions or other forms of compensation for services rendered by an individual or entity who is not employed by the grant recipient agency. Any payments for nonemployee compensation must be made pursuant to a formal contract with the individual or entity receiving payment. A copy of the formal contract must be attached to the Nonemployee Compensation form. This form must be returned to the division administering the grant within 30 days from the execution of the nonemployee compensation contract by the grant recipient agency.

II. USE OF SOLE SOURCE VENDORS

Likewise, if a grant recipient agency plans to obtain a product from an individual or entity supplying a product as a sole source vendor who will receive a payment of 20 percent or more of the bid threshold as set forth in the Public School Contract Law from a grant provided pursuant to a Department of Agriculture third party contract, the grant recipient agency must complete a "Product(s) Purchased From A Sole Source" form. A sole source transaction may occur when a product is so unique that only one source of supply is available. Any payments of 2 percent or more of the bid threshold for a product supplied by a sole source vendor must be made pursuant to a formal contract with the individual or entity receiving payment. A copy of the formal contract must be attached to the Sole Source form. This form must be returned to the division administering the grant within 30 days of the execution of the sole source vendor contract by the grant recipient agency.

ATTACHMENT B-1

NOTICE

On October 1, 1988, the President signed into law the Department of Defense Appropriations Act (P.L. 100-463). Section 8136 of that law has government-wide application to grant recipients of all federal agencies. The language of that section, also contained in the current appropriations legislation of the Department of Agriculture, requires grant recipient to acknowledge the amount and percentage of federal funding for projects when making any type of public announcement. The legislative required is quoted:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.

2014
SCHEDULE B
U.S. DEPARTMENT OF AGRICULTURE REQUIRED MEAL PATTERNS

BREAKFAST

FLUID MILK - 8 ounces

VEGETABLE AND FRUITS - Vegetables and/or fruits - ½ cup, or full-strength vegetable or fruit juice - ½ cup/4 ounces, or an equivalent quantity of any combination of vegetable(s), fruit(s) and juice.

BREAD OR CEREAL, (one of the following or combination to give equivalent quantities):

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched

- cornbread, biscuits, rolls, muffins, etc. - 1 serving
- cooked pasta or noodle products - ½ cup
- cooked cereal grains, such as rice, corn grits or bulgar - ½ cup

CEREAL - whole-grain, enriched or fortified

- cooked cereal - ½ cup
- cold dry cereal - ¾ cup/1 ounce whichever is less

(OPTIONAL) MEAT AND/OR MEAT ALTERNATE

One of the following or combination to give the equivalent quantities):

- cooked lean meat, poultry or fish - 1 ounce, edible portion
- cheese - 1 ounce
- eggs - ½ large egg
- cooked dry beans or peas - ¼ cup
- peanut butter - 2 tablespoons
- yogurt - plain or flavored, sweetened or unsweetened - 4 ounces = 1 ounce meat alternate

LUNCH OR SUPPER

FLUID MILK - 8 ounces

MEAT AND/OR MEAT ALTERNATE (one of the following or combination to give the equivalent quantities):

- cooked lean meat, poultry or fish - 2 ounces, edible portion
- cheese - 2 ounces
- eggs - 1 large egg
- cooked dry beans or peas - ½ cup
- peanut butter, soybean or other nuts or seed butters - 4 tablespoons
- peanut, soybean or tree nuts or seeds - 1 ounce = 50 percent of requirement
- yogurt - plain or flavored, sweetened or unsweetened - 8 ounces = 2 ounce meat alternate

VEGETABLE AND FRUITS

- Vegetables or fruits - ¾ cup of two or more vegetables or fruits
- Full-strength vegetable or fruit juice - ¾ cup minimum can be counted towards meeting this requirement

BREAD AND/OR BREAD ALTERNATES (one of the following or combination to give equivalent quantities):

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched

- cornbread, biscuits, rolls, muffins, etc. - 1 serving
- cooked pasta or noodle products - ½ cup
- cooked cereal grains, such as rice, corn grits or bulgar - ½ cup

CEREAL - whole-grain, enriched or fortified

- cooked cereal - ½ cup
- cold dry cereal - ¾ cup/1 ounce whichever is less

SUPPLEMENT (SNACK)

Any two of the following four groups:

- 1) FLUID MILK - 8 ounces
- 2) VEGETABLE OR FRUIT - ½ cup
- 3) MEAT AND/OR MEAT ALTERNATE (one of the following or combination to give equivalent quantities):
 - cooked lean meat, poultry or fish - 1 ounce, edible portion
 - cheese - 1 ounce
 - egg - ½ large egg
 - cooked dry beans or peas - 1/4 cup
 - peanut, soynut or other nuts or seed butters - 2 tablespoons
 - peanut, soynut or tree nuts or seeds - 1 ounce = 50 percent of requirement
 - yogurt - plain or flavored, sweetened or unsweetened - 4 ounces = 1 ounce meat alternate

- 4) BREAD AND/OR BREAD ALTERNATES (one of the following or combination to give equivalent quantities):

BREAD - whole-grain or enriched - 1 slice

BREAD ALTERNATES - whole-grain or enriched - 1 slice

- cornbread, biscuits, rolls, muffins, etc. - 1 serving
- cooked pasta or noodle products - ½ cup
- cooked cereal grains, such as rice, corn grits or bulgar - ½ cup

CEREAL - whole grain, enriched or fortified

- cooked cereal - ½ cup
- cold dry cereal - ¾ cup 1 ounce whichever is less

Juice cannot be served if milk is the only other component

FRUIT AND JUICE

A variety of at least three fruits or vegetables and fruit or vegetable juices shall be served in a five-day period with no two items of the same kind served for two meals in a row nor two days in a row. The same kind of fruit or vegetable juice and fruit or vegetable shall not be served at the same meal. All sites must receive the same fruit/vegetable or fruit/vegetable juice for the same meal on the same day.

NUTS AND SEEDS

Nuts and seeds may fulfill: (1) no more than ½ of the meat/meat alternate requirement for lunch/supper and (2) all of the meat/meat alternate requirement for the supplement food (snack). Note: Acorns, chestnuts and coconuts may not be used as a meat alternate due to extremely low protein and iron content.

EXTRAS

Other foods such as butter or fortified margarine, spreads, desserts, potato chips, pickle chips, ice cream, etc. are not creditable towards meeting any part of the requirements but should be included to improve acceptability and provide additional calories and nutrients. These costs are not reimbursable. Extra food items must be creditable to be reimbursed.

**SUMMER FOOD SERVICE PROGRAM
2014
SCHEDULE D**

PLEASE ATTACH THIS TO THE AGREEMENT

POLICIES OF THE NEW JERSEY SUMMER FOOD SERVICE PROGRAM

The New Jersey state agency has established and will enforce the following important policies for the 2014 Summer Food Service Program.

1. All sponsors are required to submit complete applications to the state agency no later than April 16, 2014. NO APPLICATION WILL BE ACCEPTED AFTER THE APRIL 16, 2014 DEADLINE UNLESS THE APPLICANT INTENDS TO SERVE AN AREA WHICH WOULD NOT OTHERWISE BE SERVED. SUBMISSION OF INCOMPLETE APPLICATIONS, WITHOUT ALL THE REQUIRED DOCUMENTS, WILL RESULT IN THE DELAY OR POSSIBLE FORFEITURE OF ADVANCE PAYMENTS REQUESTED BY THE APPLICANT.
2. Sponsors who have not paid their financial obligations incurred in the Summer Food Service Program from a previous year will not be eligible for full advance payments requested and/or monies owed will be deducted from earned reimbursement from the current year until these obligations are satisfied.
3. Prospective sponsors who persist in disruptive outreach tactics, distribute inaccurate information or harass prospective sites will have limitations placed on their program size.
4. Sponsors whose organizations, affiliates or staff members were involved in the program in other states in which their program was not satisfactorily "closed" out, shall not be approved as sponsors in the upcoming year.
5. Outside-school-hours programs and child care centers in the Child and Adult Care Food Program, whose Agreements extend through the summer months, may apply for additional sites not involved in the Child and Adult Food Program to be approved to participate in the Summer Food Service Program. Written approval must be obtained from the coordinator of Summer Food Service Program. The same group of children are ineligible to receive benefits from more than one United States Department of Agriculture program simultaneously.
6. The state agency will not reimburse the salaries of any personnel who are currently salaried under other federal programs. This policy prohibits double salaries; employees paid by both state and federal sources for the same hours of work.

7. The only picnics which will be allowed for vended programs in the Summer Food Program will be those picnics for which plans must be submitted to the state agency prior to the issuance of bids. At that time sponsors shall submit a written request for an exception to utilizing certain components of the meal. The requests shall include the reasons for the request for the exception to the utilizing requirements. Once the state agency has granted permission for any picnics, the date, address, average daily participation and menu of the picnic must be included in the invitation for bids. Self-preparation sponsors must apply to the state agency no later than 48 hours in advance for a picnic when a change of site location and/or increase in average daily participation is necessary. State agency will not approve picnics with less than 48 hour prior notice.
8. Sponsors contracting for meals with more than one contractor shall submit completed individual reimbursement claims monthly for each contract.
9. Summer Food Service Program monies must be used only for costs incurred which are directly related to the Summer Food Service Program and may not be used within an agency as interfunds (to pay the expenses of another program and subsequently be reimbursed by funds from another program).
10. Sponsors who have sites closed by the state agency during program operations shall not be approved for the addition of more sites.
11. Sponsors shall not be reimbursed for more than 30 days of administrative labor after the last day of their program operation unless specifically requested in writing by the sponsor.
12. Sponsors shall not be approved for year round administrative expenses.
13. The state shall not reimburse for administrative costs incurred for program consulting. The state agency shall have program specialists available for program consultation services.
14. The state agency reserves the right to issue multiple party checks whenever it deems necessary.
15. Meals may be transferred from one site to another only with written permission of the state agency. Transfer of meals will not be approved above the maximum approved level of meal service (ALMS) at alternate site. Any meals transferred without permission shall be considered as excess meals and shall be disallowed.
16. Meals which are recorded on site record keeping forms which are not signed and dated shall not be reimbursable.
17. Sponsors who enter into contracts under \$17,500 with vendors must send a copy of the contract to the state agency within 10 days of the signing of the contract.
18. Sponsors are ineligible to obtain approval of additional sites after July 16, 2014. The state agency must receive a completed Site Information Sheet and Sponsor Management Plan postmarked no later than July 16, 2014 in order to receive approval.