



This agreement is between the Office of Public Instruction, hereinafter referred to as the State Agency, and the Sponsor, for the purpose of administering the Child Nutrition Programs, amended as agreed between the State Agency and the U.S. Department of Agriculture, hereinafter referred to as USDA.

The governing body of the Sponsor and the participating sites under its jurisdiction, agrees to accept the terms and provisions of 7 CFR, parts:

- 210 National School Lunch Program,
- 210.10(n)(1) After School Snack Program,
- SEC. 19. 42 U.S.C. 1769a Fresh Fruit and Vegetable Program,
- 215 Special Milk Program,
- 220 School Breakfast Program,
- 225 Summer Food Service Program,
- 245 Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools
- 247 Food Commodities Program (and)
- and comply with the Civil Rights Act

The State Agency agrees to make federal funds and/or USDA Foods available for programs operated by the Sponsor in accordance with federal regulations.

**Note: Retain in Permanent File. Please do not send the Office of Public Instruction a copy.**

**Common Assurances**

**For ALL Child Nutrition Programs, the State Agency shall:**

1. Agree that reimbursement for meals meeting USDA requirements will be made available to Sponsors through the State Agency, contingent upon the availability of federal funds. The Secretary of Agriculture establishes rates of reimbursement. The State Agency shall assume responsibility for the annual announcement of the criteria for determining the eligibility of children for free and reduced-price meals. This announcement shall be made at the beginning of the school year.
2. Agree that it will supply in writing to the Sponsor all changes, additions, and deletions to federal and state regulations, which govern the operation of the program.
3. Operate in accordance with the United States Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability.
4. Collect racial and ethnic data for all program participants as outlined in OMB Notices and FNS Instructions.
5. Execute this agreement.

**The State Agency and the Sponsor mutually agree that:**

1. An updated list of sites in the Sponsor Information Section of the Application for the Sponsor and approved by the State Agency will be part of this assurance.

2. Sites may be added to or deleted from Sponsor Information Section of the Application, as needed. Any changes to the schedule must be approved by the State Agency.

**For ALL Child Nutrition Programs, the Sponsor shall:**

1. Execute this agreement with respect to all participating sites under its jurisdiction; maintain compliance with all provisions of 7 CFR Parts 210 (for lunch), 215 (for special milk), 220 (for breakfast), 225 (for summer), 245 (free and reduced-price eligibility), 211 and 235 (for FFVP) and 250 (for USDA Foods) and the regulations governing the After School Snack program (P.L.105-336). Specific programs are indicated on the Agreement and Policy Statement Application.
2. Operate the Program or facility in compliance with Civil Rights laws and implementing nondiscrimination regulations.
  - a. "The program applicant hereby 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), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."
  - b. "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 above are authorized to sign this assurance on the behalf of the Program applicant."
3. 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 for 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 furnished services to the recipient, or any improvements made with federal financial assistance extended to the Programs 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 the 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.
4. Not knowingly enter into any subcontract or sub-grant with a person or agency who is debarred, suspended, declared ineligible or voluntarily excluded from participation by any federal department or agency. If the Sponsor is unable to provide this certification, an explanation must be submitted to the Office of Public Instruction (see statutory detail in 7 CFR, Part 3017).

5. Not use federal funds received for programs covered by this agreement to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
  - a. Ensure that if funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence any of the parties named on the Application, the Disclosure of Lobbying Activities form will be completed and submitted in accordance with its instructions and returned to the State Agency in accordance with section 1352, Title 31, U.S. Code.
6. For Sponsors reimbursed over \$100,000: the sponsor shall comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded.
  - a. Any facility to be utilized in the performance of this proposed agreement has not been listed on the Environmental Protection Agency List of Violating Facilities.
  - b. The Sponsor will promptly notify the State Agency, prior to signing of the agreement, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility that the Sponsor proposes to use for the performance of the agreement is under consideration to be listed on the EPA List of Violating Facilities.
7. Participate in any USDA survey requests. Sponsor cooperation is critical to make the results comprehensive, accurate, and timely. Please note that cooperation is required under the Healthy, Hunger-Free Kids Act of 2010, which states, "States, State educational agencies, local educational agencies, schools, institutions, facilities, and contractors participating in programs authorized under this Act and the Child Nutrition Act of 1966 (42 U.S.C 1771 et seq.) shall cooperate with officials and contractors acting on behalf of the Secretary, in the conduct of evaluations and studies under those Acts."

**For the National School Lunch Program, School Breakfast Program and Special Milk Program, the Sponsor shall:**

1. Make written application to the State Agency for any Sponsor in which it desires to operate any of the above programs. The application must provide sufficient information to determine eligibility.
2. Use only the approved free and reduced-price policy statement, or a State Agency approved alternate that has been updated to reflect the current income eligibility guidelines.
3. Make written application to the State Agency for any site in which it desires to operate the Program. Applications shall provide the State Agency with sufficient information to determine eligibility. The

Sponsor shall also submit for approval a Free and Reduced Price Policy Statement in accordance with part 245 of this chapter.

4. Enter into a written agreement with the State Agency that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State Agency to suspend or terminate the agreement in accordance with § 210.25. If a single State Agency administers any combination of the Child Nutrition Programs, that State Agency shall provide each Sponsor with a single agreement with respect to the operation of those programs. The agreement shall contain a statement to the effect that the “Sponsor and participating sites under its jurisdiction, shall comply with all provisions of 7 CFR parts 210 and 245.” This agreement shall provide that each Sponsor shall, with respect to participating schools under its jurisdiction:
  - a. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues set forth in § 210.14(a) and the limitations on any competitive school food service as set forth in § 210.11(b).
  - b. Limit its net cash resources to an amount that does not exceed three (3) months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with § 210.19(a).
  - c. Maintain a financial management system as prescribed under § 210.14(c).
  - d. Comply with the requirements of the Department’s regulations regarding financial management (7 CFR part 3015).
  - e. Serve lunches, during the lunch period, which meet the minimum requirements of § 210.10.
  - f. Price the lunch as a unit.
  - g. Serve lunches free or at a reduced-price to all children who are determined by the Sponsors to be eligible for such meals under 7 CFR part 245.
  - h. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches served to eligible children in accordance with 7 CFR part 210. Agree that the Sponsor official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in § 210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in § 210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in § 210.26 shall apply.
  - i. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency.
  - j. Submit Claims for Reimbursement in accordance with § 210.8.
  - k. Comply with the requirements of the Department’s regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b).
  - l. Make no discrimination against any child eligible for free or reduced-price meals in accordance with the approved Free and Reduced Price Policy Statement.

- m. Enter into an agreement to receive USDA Foods as required by 7 CFR part 250.
  - i. Ensure compliance with the applicable requirements in 7 CFR Part 250, with other Federal regulations referenced in 7 CFR Part 250, and with the distributing agency's written agreement with FNS.
  - ii. Ensure compliance with all requirements relating to food safety and food recalls.
  - iii. Permit termination of the agreement by either party, upon written notification to the other party, at least 60 days prior to the effective date of termination.
- n. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements of § 210.13.
- o. Implement a food safety program for the preparation and service of school meals to children using the Hazard Analysis and Critical Control Point (HACCP) principles and guidance.
- p. Request two sanitation inspections annually.
- q. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.
- r. Maintain necessary facilities for storing, preparing and serving food.
- s. Upon request, make all accounts and records pertaining to its Sponsor food service available to the State Agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for resolution of the issues raised by the audit.
- t. Maintain files of currently approved and denied free and reduced-price applications, respectively, and the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP), Food Distribution Program for Households on Indian Reservations (FDPIR), Temporary Assistance for Needy Families (TANF) or documentation of the child's designation as Other Source Categorical Eligibility as: homeless, runaway, migrant, foster child or enrolled in a federally-funded Head Start or comparable State-funded Head Start or pre-kindergarten program.
- u. Retain the individual applications for free and reduced-price lunches and snacks submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified within the Eligibility Guidance manual for Provision 2 or Community Eligibility Provision (CEP) schools. If the applications and/or documentation are maintained at the Sponsor level, they shall be readily retrievable by site.

**For the Fresh Fruit and Vegetable Program, the Sponsor agrees to:**

1. Abide by all of the Fresh Fruit and Vegetable Program requirements to administer the Program as stated in Section 19 of the Richard B. Russell National School Lunch Act.

2. Use funds only for the purposes authorized by Section 19 of the Richard B. Russell National School Lunch Act.
3. Provide funds to the approved elementary school(s) under its jurisdiction for the service of approved fresh fruits and vegetables in accordance with local, state, and federal regulations and requirements. Implement the program in the elementary schools approved by the State Agency in accordance with the plan outlined in the Site Information Sheet (located in the Montana Agreement and Payment System) Fresh Fruit and Vegetable Program section.

**For the Afterschool Care Program, the Sponsor with eligible schools as defined in § 210.10(n) (1) agrees to:**

1. Serve meal snacks which meet the minimum requirements prescribed in § 210.10.
2. Price the snack as a unit.
3. Serve snacks free or at a reduced-price to all children who are determined by the Sponsor to be eligible for free or reduced-price school meals under 7 CFR part 245.
4. If charging for meals, the charge for a reduced-price snack shall not exceed 15 cents.
5. Claim reimbursement at the assigned rates only for snacks served in accordance with the agreement.
6. Claim reimbursement for no more than one snack per child per day.
7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that, an after-school care program operating year-round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.
8. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" snacks counts (as required by § 210.9(b)(9)).

**For the Summer Food Service Program, the Sponsor agrees to 7 CFR 225.6(i) including:**

1. Operate a non-profit food service during the agreed upon period (usually between May through September for children on school vacation).
2. During the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause.
3. Serve meals that meet Program requirements at the approved sites during times designated as meal service periods by the Sponsor and serve the same meal to all children as required by 7 CFR 225.
4. Serve meals without cost to all children, except that camps and conditional non-congregate sites may charge for meals served to children who are not served meals under the Program. Issue a free meal policy statement.
5. Train administrative and site personnel as required.
6. Claim reimbursement only for the types of meals specified in the agreement that are served:

- (i) Without charge to children at approved sites, except camps and conditional non-congregate sites, during the approved meal service time;
  - (ii) Without charge to children who meet the Program's income standards in camps and conditional non-congregate sites;
  - (iii) Within the approved level for the maximum number of children's meals that may be served, if a maximum approved level is required;
  - (iv) At the approved meal service time, unless a change is approved by the State agency, as required under § 225.16(c); and
  - (v) At the approved site, unless the requirements in § 225.16(g) are met.
7. Submit claims for reimbursement as required by the State Agency.
  8. Maintain proper sanitation and health standards as required by State and Local law.
  9. Use in the Program, food donated by USDA and accepted by the Sponsor.
  10. Have access to facilities necessary for storing, preparing and serving food.
  11. Maintain a financial management system as prescribed by the State Agency.
  12. Maintain on file documentation of required site visits and reviews and make all accounts and records relating to the Program available to authorized officials on request.
  13. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.
  14. For approved congregate meal service, maintain children on site while meals are consumed. Sponsors may allow a child to take one fruit, vegetable, or grain item off-site for later consumption if the requirements in § 225.16(h) are met.
  15. Retain financial and administrative responsibility for the Program as stated in 7 CFR 225.6(i)(16).

**For schools participating in Community Eligibility Provision, the Sponsor agrees to:**

1. Serve all children in the participating school(s) free breakfasts and lunches for four successive school years.
2. Have a percentage of enrolled students who were *identified students* as of April 1<sup>st</sup> of the year prior to participating in CEP that is greater than or equal to 25%.
3. Pay from sources other than Federal funds, the costs of serving breakfast and lunches that are in excess of the Federal assistance received, including Federal cash reimbursement.
4. Discontinue the collection of free and reduced-price meal applications as a meal price determination from households in participating schools in subsequent years during the period of participation in CEP.

5. Maintain a total count of breakfasts and lunches served at the point of service daily by site.
6. Abide by all requirements for applying and administering CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 (HHFKA) amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1759a(a)(1)).



## Free and Reduced Price Policy Statement

### For ALL Child Nutrition Programs, the Sponsor:

1. Accepts responsibility for providing free and reduced-price meals or after school snacks or free milk to eligible children in the facilities under its jurisdiction.
2. Assures the State Agency that it will uniformly implement the following policy to determine children's eligibility for free and reduced-price meals or after school snacks or free milk in all child nutrition and commodity programs under its jurisdiction following all regulations and policies set forth by 7 CFR245.10 (a)(1-5) and the Eligibility Manual for School Meals.
3. In fulfilling its responsibility, agrees to:
  - a. Free and Reduced Price Meal Benefit Issuance
    - i. Designate a determining official to review applications and make determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free or reduced-price meals or snacks or free milk. The LEA will keep the Determining Official's name and contact information updated in the sponsor's MAPS annual application/agreement.
    - ii. LEA will ensure that a child's eligibility status is not disclosed at any point in the process of providing free and reduced price meals including:
      - a) Notification of the availability of free and reduced price benefits;
      - b) Certification and notification of eligibility;
      - c) Provision of meals in the cafeteria; and
      - d) The point of service.
    - iii. Utilize the Direct Certification Application (DCA) system to complete direct certification with SNAP, TANF, FDPIR, Foster Care, Migrant, Homeless, and Runaway, Medicaid Free and Medicaid Reduced, at least three times each year. Provide households that are directly certified with a notice of eligibility, as specified in § 245.6(c)(2).
    - iv. Allow households to complete applications at any time during the school year. Accept paper or online applications throughout the school year. MT OPI highly recommends using the online FRAPP program. Utilize the Direct Certification Application (DCA) for obtaining documentation for determining children's eligibility through direct certification, in lieu of an application.
    - v. Use the prototype household free and reduced price materials as referenced in the Materials section or seek approval of any alterations or amendments including use of software that includes an electronic online Free and Reduced Price Application to the State Agency, prior to implementation. Such changes will be effective only upon approval. All changes in eligibility criteria must be publicly announced in the same manner as used at the beginning of the year.
    - vi. Supply application documents to any household enrolling a child for the first time

at any time during the year unless the child is directly certified.

- vii. To inform families about the availability of free and reduced price meals or free milk, LEA will distribute to each enrolled child's parent or guardian, a letter to households including an application for free and reduced price meals or snack or free milk, unless the household has been directly certified. The letters may be distributed by the postal service, emailed to the parent or guardian, or included in information packets provided to students.
- viii. Provide the following explanations with Free and Reduced-Price Application materials:
  - a) Households with children who are categorically eligible under Other Source Categorically Eligible Programs (homeless, runaway, migrant, Head Start) should contact the school/sponsor for assistance in receiving benefits and indicate the source of their status on the application.
  - b) Foster child(ren) are categorically eligible for free meals and may be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. The explanation must say that including children in foster care as household members can help other children in the household qualify for free or reduced price meals. If the foster family is not eligible for free or reduced price meal benefits, this does not prevent a foster child from receiving free meal benefits.

- ix. LEA assures that for children who are not categorically eligible for free and reduced price benefits that eligibility for free and reduced price meals or free milk will be determined with current Income Eligibility Guidelines and procedures set forth in the Eligibility Guidance Manual.
  - x. Notify parents or guardians individually of the acceptance or denial of applications within ten working days of the receipt of application and serve children free or reduced-price meals or snack or free milk immediately upon the establishment of meal eligibility.
  - xi. Carryover: For up to 30 operating days into the new school year (or until a new eligibility determination is made, whichever comes first) an individual child's free or reduced price eligibility stays from the previous year will continue within the same LEA.
  - xii. Serve meals, snack or milk free to children from households who receive Supplemental Nutrition Assistance Program (SNAP), Food Distribution Program for Households on Indian Reservations (FDPIR) or Temporary Assistance for Needy Families (TANF) benefits or whose income is at or below the eligibility scale for free meals or milk.
  - xiii. Serve meals, snack or milk free to children determined as homeless, runaway, migrant, foster or Head Start.
  - xiv. Serve meals or snacks at reduced price to children from households whose income is at or below the current eligibility scale for reduced price meals or snacks.
  - xv. Charge no more than 40 cents for a lunch, 30 cents for a breakfast, and 15 cents for a snack served to a reduced price eligible child.
  - xvi. Establish a procedure to collect money from children who pay for their meals, snacks or milk that prevents overt identification and to account for the number of free, reduced-price, and full-price meals or snacks and free and full-price milk served. All districts will develop a board approved Charge Policy for school meals.
  - xvii. Prevent disclosure of confidential free and reduced-price eligibility information as required under 7 CFR 245.6 (f-k).
  - xviii. Maintain applications and documentation of action taken for three years after the end of the year to which they pertain.
- b. Verification – Select and verify, by November 15, the eligibility of a sample of the approved free and reduced-price applications on file as of October 1 in accordance with program regulations and maintain records for a period of three (3) years as follows:
- i. The total number of applications on file by October 1.
  - ii. The total number of students approved for free or reduced-price meals on October 31.
  - iii. Documentation of sample selection.

iv. Summary of the verification efforts.

c. Nondiscrimination Practices and Hearing Procedures

- i. Operate the child nutrition programs so that no child shall be discriminated against because of race, color, national origin, sex, age, or disability.
- ii. Ensure there are no barriers for participation for Limited English Proficient (LEP) families and to communicate with parents and guardians in a language they can understand throughout the certification and verification process.
- iii. Avoid any policy or practice leading to the overt identification of children receiving free or reduced price meal benefits including at the point of sale (POS). Overt identification is any action that may result in a child being recognized as potentially eligible for or certified for free or reduced price school meals. Schools accepting both cash and electronic payments must ensure children are not overtly identified through the method of payment [7 CFR 245.8(b)]. To the maximum extent practicable, schools must ensure the sale of non-Program foods and the method of payment for non-Program foods do not inadvertently result in children being identified by their peers as receiving free and reduced price benefits. Ways to limit overt identification related to the sale of competitive foods may include:
  - a) Limit competitive foods to those also offered as part of reimbursable meals on the reimbursable lunch lines;
  - b) Offer competitive foods on the same lines as reimbursable meals are offered; or
  - c) Only allow competitive foods to be purchased with a pre-paid card.
- iv. No physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of a meal, snack or milk. The names of children eligible to receive free or reduced price meals or snack or free milk will not be published, posted, or announced in any manner and there shall be no overt identification of any such children by use or special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals or snacks or free milk shall not be required to: work for their meals, snack or milk; use separate dining area; go through a separate serving line; enter the dining area through a separate entrance; consume meals, snacks or milk at a different time; or consume meal, snack or milk different from the one sold to children paying full price.
- v. Conduct annual Civil Rights training for all frontline staff and supervisors who work with program applicants or participants. Training materials are available on the State Agency website.
- vi. Collect and report available racial and ethnic data of program participants.
- vii. Notify the public of participation in the applicable Child Nutrition Programs.
  - a. Notification must include, program availability, complaint procedures and

nondiscrimination statement.

- b. Prominent display of the 'And Justice for All' Poster.
  - c. The State Agency will send a statewide letter to the media.
  - d. Provide alternative information formats for disabled persons.
  - e. Use the nondiscrimination statement on publications and websites.
  - f. Convey equal opportunity in photographs.
- viii. Make reasonable substitutions or modifications for children whose disabilities restrict their diet as described in 7 CFR Part 15b.
- ix. Provide households a written notification for the reason for denial of an application and the hearing procedure. The designated hearing official must be someone not involved in the original eligibility determination. It is suggested that he/she hold a position superior to that of the determining official.

- x. Establish and use a fair hearing procedure for household's appeals of the decision on an application and for official's challenges to the continued eligibility of any child for free or reduced-price meals or snacks or free milk. During the appeal and hearing, the determining official's decision will be in effect. A record of all such appeals and challenges and their dispositions shall be retained for three years. Prior to initiating the hearing procedures, the parent or local official may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:
  - a. A publicly announced, simple method for making an oral or written request for a hearing.
  - b. An opportunity to be assisted or represented by an attorney or other person.
  - c. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
  - d. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
  - e. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
  - f. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
  - g. Assurance that the hearing be conducted and the decision made by a hearing official who did not participate in the decision under appeal or in any previous conference.
  - h. Assurance that the decision of the hearing official be based on the oral and documentary evidence presented at the hearing and made a part of the hearing records.
  - i. Assurance that the parties concerned and any designated representative thereof be notified in writing of the decisions of the hearing official.
  - j. Assurance that for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision.
  - k. Assurance that such written record be preserved for a period of three years after the close of the year to which they pertain and shall be available for examination by the parties concerned or their representatives at any reasonable time and place during such period.
- d. Materials – Use updated materials as provided to Sponsors each year in the Montana Agreement and Payment System and/or on the State Agency website. The following items are adopted with and considered part of this policy:
  - i. Application for Free and Reduced-Price Meals;

- ii. Income Eligibility Guidelines;
- iii. Letter to Households;
- iv. Media Release;
- v. Notice to households of approval or denial of benefits;
- vi. Notice to households of selection for verification;
- vii. Notice to households of adverse action;
- viii. Notice of eligibility, based on Direct Certification;
- ix. Income Eligibility Guidance Manual;
- x. USDA Accommodating Children with Disabilities in School Meal Programs Guidance; and
- xi. Civil Rights Training.

**For schools participating in Community Eligibility Provision:**

This F&RP Policy Statement in combination with the Annual MAPS CEP Application (which amends this Free and Reduced Price Policy Statement as specified in § 245.10) which includes the following provisions in 7 CFR 245.9(g):

- A list of all schools participating in CEP in the CEP Schedule (7 CFR 245.9(g)(1)) and the initial school year (data year) of implementing CEP (7 CFR 245.9(g)(1)(i));
- The school years the cycle is expected to remain in effect (7 CFR 245.9(g)(1)(ii)) (See comments to sponsor text box in MAPS CEP Schedule)
- The school year the CEP must be reconsidered (7 CFR 245.9(g)(1)(iii)); (comments to sponsor text box in MAPS CEP Schedule);
- The available and approved data that will be used in reconsideration, as applicable (7 CFR 245.9(g)(1)(iv)) (captured from the DCA system or private schools may upload to DCA for the annual April 1st eligibility of Identified Student Data.), and;
- Thus, certifying that the school(s) meet the criteria for participating in CEP, as specified in paragraphs (a), (b), (c), (d), (e) or (f) of 7 CFR 245.9, as appropriate (7 CFR 245.9(g)(2)).

**Nondiscrimination Statement:**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.