

West Virginia Department of Education  
Office of Child Nutrition  
Charleston, WV 25305  
**MEMORANDUM OF  
UNDERSTANDING 2022-2023**

INITIALS

School Food Authority/Agency: \_\_\_\_\_

To effectuate the purposes of the National School Lunch Act, the Child Nutrition Act, the Healthy, Hunger-Free Kids Act of 2010 and the federal/state regulations governing the National School Lunch Program (NSLP), the School Breakfast Program, the Snack Program under NSLP (S-NSLP), the Child and Adult Care Food Program (CACFP), the Summer Food Service Program (SFSP), Fresh Fruits and Vegetables Program (FFVP) and the Special Milk Program, the West Virginia Department of Education (hereinafter referred to as the “**Department**”) and the County Board of Education or other Sponsoring Agency (herein- after referred to as the “**Sponsor**”) and the School, Institution, or site (hereinafter referred to as “**School**”) completing this Application and Agreement do hereby agree:

1. The Department shall reimburse the Sponsor to the extent of funds available, for approved lunches, breakfasts, snacks or suppers served under NSLP, CACFP, SFSP, FFVP and or Special Milk served to children in connection with the National School Lunch Act, the Child Nutrition Act, and the Healthy, Hunger-Free Kids Act of 2010 during the fiscal year during which the Department’s Agreement with the Sponsor and the Sponsor’s Agreement with the School are in effect.

Reimbursement shall be made to the Sponsor only in connection with approved meals that are served to eligible children that meet the nutritional requirements set forth in Section 3 of this Memorandum of Understanding (MOU). The School may be reimbursed to the extent that funds are available, by the Sponsor for approved lunches, breakfasts, snacks, suppers, or special milk served by the School under the Programs indicated on Page 1 of this Agreement. Further, compliance by the School with federal regulations set forth in Chapter 7, Code of Federal Regulations, Parts 210, 220, 215, 225, 226, and 245, as applicable to the specific child nutrition program, is prerequisite to participate in the NSLP, SBP, S-NSLP, CACFP, SFSP, FFVP and SMP.

Reimbursement rates are established by the Department, to the extent funds are available within the maximum payments prescribed by the United States Department of Agriculture (USDA). Such payments are determined by multiplying the appropriate rate by the total number of approved lunches, breakfasts, snacks under the traditional S-NSLP, breakfasts, lunches, snacks, and suppers served under the traditional CACFP, meals served under SFSP if programs are enrolled and are not located in needy areas as defined by SFSP regulations, or the number of one-half pints of special milk served to the appropriate categories of eligible children (free, reduced price, or fully paid). Payments for snacks served under the At-Risk NSLP or CACFP are determined by multiplying the total number of approved snacks served by the free rate. Payments for meals served in area eligible or unenrolled SFSPs, are determined by multiplying the total number of approved breakfasts, lunches, snacks, or suppers by the free rate.

In approving applications from eligible schools or institutions, in assigning reimbursement rates and in approving payment of monthly Claims for Reimbursement, the Department requires compliance with the following conditions:

- A. The Sponsor will have on file with the Department a currently approved and current Sponsor’s Agreement for NSLP, SBP, S-NSLP, CACFP, SFSP, FFVP or Special Milk Programs;
- B. The Sponsor will have on file with the Department a currently approved Policy Statement for the provision of Free and Reduced Price Meals and Free Milk;
- C. The Sponsor or School that operates its food service program on contract with a food service management company will remain responsible for assuring that the programs are in compliance with the Sponsor’s Agreement;
- D. To the extent of funds available, and upon submission of an accurate Claim for Reimbursement, the Department will reimburse the Sponsor on behalf of the School for approved meals or milk served in accordance with the terms of this MOU in any fiscal year during which this MOU and Sponsor’s Agreement are in effect. If meals or milk are served by the School during parts of two fiscal years, the Department’s agreement to reimburse the Sponsor is conditional upon appropriation by Congress of funds in sufficient amounts for the specific meal or milk service during such fiscal year;
- E. No legal liability on the part of the Department for the payment of any money shall arise until such appropriations have been provided by USDA;

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- F. The Department will honor Claims for Reimbursement that are submitted by the Sponsor on forms provided by the Department within 60 days following the last day of the month covered by the claim. Claims not filed within 60 days will not be paid except when the USDA determines that the late submission of the Claim was justifiable;
  - G. The Sponsor will conduct a non-profit food and/or milk service and will maintain records of income and expenditures in such a manner as to reflect the non-profit status of the food/milk service;
  - H. The Sponsor will make available for review or audit appropriate documentation concerning program eligibility, licensure with the required state agencies and documentation of tuition, fees and meal/milk charges to the child.
2. In administering the various school nutrition programs, in assigning meal reimbursement rates to schools, and in compiling and approving payment of monthly Claims for Reimbursement, the Sponsor must require compliance with the following conditions:
- A. The School will conduct a non-profit meal or milk service and will maintain records of income and expenditures to reflect the non-profit status of the service.
  - B. All income accruing to the school food service program in any school participating in child nutrition programs under the National School Lunch Act, the Child Nutrition Act, and/or the Healthy, Hunger-Free Kids Act of 2010 will be used by the Sponsor and by the School only for Program purposes, provided that such income shall not be used to purchase land or to acquire or to construct buildings.
  - C. The Sponsor and/or the School shall limit operating balances for the school nutrition programs to levels consistent with program needs. All excess funds shall be utilized to reduce the price of meals or milk to the child, improve the quality of the meals, and upgrade equipment, as approved by the Sponsor and/or the Department.
  - D. No food, other than the school meal or milk will be served in the dining area at the time of meal service. Meals or milk shall not be denied any child for disciplinary purposes. No student shall be discriminated against by service of meals or milk that are different from those offered to other children.
  - E. Except for food service personnel, payments for all adult breakfasts, lunches, snacks, suppers and milk will be made. Adult and student meal and milk prices will be approved annually by the Department.
  - F. The School and Sponsor will operate the NSLP, SBP, S-NSLP, CACFP, SFSP, FFVP and SMP in compliance with all policies set forth in the applicable West Virginia Department of Education Policies of Operations Manuals and Handbooks.
  - G. The School will comply in all respects with conditions set forth in the Sponsor's current Policy Statement for Provisions of Free and Reduced Price Meals and Free Milk. Lunches, breakfasts, snacks, suppers, or milk will be offered to all children attending a participating school and will be served without cost or at reduced cost to all children with approved applications for free or reduced price meal benefits or free to children determined to be eligible by SFSP, CACFP, or S-NSLP regulations.
  - H. The Sponsor and School will maintain for a period of three years after the end of the fiscal year to which these pertain, all records and reports related to program operation including Applications and Agreements, Policy Statements for the Provision of Free and Reduced Price Meals and Free Milk, Student Applications for Free and Reduced Price Meals or Free Milk, records of verification of eligibility, daily participation records, Claims for Reimbursement, Meal Production Records, Inventory Records, invoices, bills, receipts, purchase orders, bid requests, bid award documentation, bank statements and ledger sheets.
  - I. All records related to program operations will be made available to the Sponsor, Department, USDA, and to State Auditors for review and/or audit at any reasonable place and time.

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J. In the operation of all child nutrition programs, the School shall agree to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.

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, audiotape, 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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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;

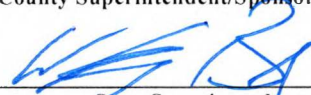
(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

3. In the operation of school food service programs, the School will agree to follow the policies concerning food service as set forth in USDA Meal Pattern Guidelines and that are included as part of each Sponsor's Agreement.
4. Adequate facilities shall be maintained for storing, preparing and serving food and milk. Sanitation, health and safety standards shall conform with all state and local standards, including an adequate and safe supply of water and sanitary disposal of all water and refuse.
5. The School shall furnish adequate facilities and equipment so that the children may eat their meals in an acceptable social manner. Adequate and empathetic supervision shall be provided in the dining area.
6. This Agreement may be terminated upon 10 days written notice on the part of either party hereto and the Department and/or Sponsor may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement of the applicable regulations and policies have not been fully complied with by the School or the Sponsor. The Department may make adjustments in rates of reimbursement in accordance with the availability of funds or in order to comply with the provisions of the National School Lunch Act, the Child Nutrition Act, or the Healthy, Hunger-Free Kids Act of 2010. Notice of such adjustments shall be given in writing to the Sponsor as far in advance of the applicable date as is practical.

Signatures indicate agreement with all terms of this Memorandum of Understanding.

<b>County Child Nutrition Director/Program Manager</b>	<b>Date</b>
<b>County Superintendent/Sponsoring Agency Official Signature</b>	<b>Date</b>
Approved:  <b>State Superintendent of Schools Signature</b>	<b>4-26-22</b> <b>Date</b>

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