



Arizona Department of Education

Health and Nutrition Services Division

**Local Educational Agency and Arizona Department of Education
Agreement for the Community Eligibility Provision
of the National School Lunch Program and School Breakfast Program**

Participation Form

Revised February 2022

CTDS Number: _____

Local Educational Agency Name: _____

This agreement is between the Arizona Department of Education (ADE) and _____ . The Local Educational Agency (LEA) school(s) may stop participating in the Community Eligibility Provision (CEP) during the four-year cycle (**2022/2023-2025/2026**) by notifying the ADE no later than June 30th of the school year prior to when they want to return to traditional counting and claiming procedures.

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

A. It is mutually agreed between ADE and the LEA that:

1. The LEA agrees to serve all children in the participating school(s) breakfasts and lunches at no charge for four successive school years.
2. The LEA must have a percentage of enrolled students who were Identified Students as of April 1st of the year prior to participating in CEP that is greater than or equal to 40%.
3. The LEA agrees to pay, from sources other than Federal funds, the costs of serving breakfast and lunches that are in excess of the Federal assistance received.

Kathy Hoffman, Superintendent of Public Instruction

1535 West Jefferson Street • Phoenix Arizona 85007 • (602) 542-5460 • www.azed.gov

4. The LEA agrees not to collect free and reduced-price meal applications used for meal price determination from households in participating schools in subsequent years during the period of participation in CEP.
5. The LEA agrees to maintain a total count of breakfasts and lunches served at the point of service daily and submit a monthly claim for reimbursement to ADE.
6. The LEA will update and submit to ADE the Free and Reduced-Price Policy Statement.
7. The LEA agrees to abide by all requirements for applying and administering CEP as stated in Section 104(a) of the Healthy, Hunger Free Kids Act of 2010 amended section 11(a)(1) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1759a(a)(1)).

B. General Conditions

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

Print Name: _____

Authorized Representative

Signature: _____ (Please print form and sign it)

Date: _____

Authorized Representative

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

ADE Only	
Signature: _____	Date: _____
Arizona Department of Education	

This institution is an equal opportunity provider.