**School and Community Nutrition**

**Community Eligibility Provision**

**Participation Information**

Community Eligibility Provision (CEP) provides schools that participate in the National School Lunch Program (NSLP) and participate in or are initiating a School Breakfast Program (SBP) for the 2024-2025 school year with an alternative method for counting and claiming student meals in high poverty local educational agencies (LEAs). LEAs electing to participate in CEP agree to serve all students free lunches AND breakfasts for four successive school years. **To participate in CEP, the School Food Authority must have the CEP Agreement and CEP Participation to the Indiana Department of Education (IDOE), School and Community Nutrition (SCN) by June 30, 2024.** Schools choosing to participate in CEP will agree to do so for at least one year. If the school decides to no longer participate in CEP the school must notify the IDOE before the school begins meal service for that school year. In addition, any school wanting to add/change sites can do so yearly by notifying IDOE during the annual election period. If the cost of serving breakfasts and lunches are not covered by the Federal assistance received, the difference must be paid from the district’s non-Federal sources. Identified Student data must come from enrollment and Direct Certification data collected during the 2023-2024 school year as of April 1, 2024.

In order to participate in CEP, complete the following documents:

1. CEP Agreement (on the next page of this document)
2. The CEP Site Worksheets SY 2024-2025 located on our website at http://www. in.gov/doe/nutrition/community-eligibility-provision-cep

Completed documents, the signed CEP agreement and the CEP site worksheets, should be sent no later than June 30, 2024, to the School Food Authority’s assigned School & Community Field Specialist as listed within CNPweb.

**School and Community Nutrition**

**Community Eligibility Provision**

**Local Educational Agency Agreement**

Sponsor Number: \_\_\_\_\_\_\_\_\_\_\_ School (LEA/District) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is between the Indiana Department of Education (IDOE) and ***<insert Local Educational Agency Name here>*** and covers the period of four years starting July 1, 2024 through June 30, 2028. The Local Educational Agency (LEA) school(s) may stop participating in the Community Eligibility Provision (CEP) during the four-year cycle by notifying the State agency 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 IDOE and the LEA that:

1. The LEA agrees to serve all children in the participating school(s) free breakfasts and free lunches every school day 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 25%.
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, including Federal cash reimbursement.
4. The LEA agrees not to collect free and reduced price meal applications for the purposes of determining meal benefit eligibility for students 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 by building.
6. 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 IDOE nor the LEA has an obligation to renew this agreement.

Print Name:

Superintendent or Executive Contact

Signature: Date:

Superintendent or Executive Contact

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