

Addendum to the Agreement*
between the
North Carolina Department of Public Instruction - State Board of Education
and the

(print name of School Food Authority)

Agreement Amendment to Operate the
Modified Seamless Summer Option (SSO) Program
During H1N1 (swine) Flu-related School Closures

This Agreement amendment is between the North Carolina Department of Public Instruction - State Board of Education, hereinafter referred to as the State Agency (SA), and the School Food Authority (SFA) named above and covers the period from September 1, 2009 to June 30, 2010. Part B5, Sections a – j are hereby amended as follows:

A. The State Agency agrees to:

1. Approve all modified SSO Applications (for qualifying sites) upon notification by the SFA.
2. Waive the requirement for meals to be served and consumed in a congregate setting.
3. Waive any pre-operational training requirements.

B. The State Agency and School Food Authority mutually agree upon the following Terms and Conditions:

1. Schools participating in the National School Lunch and/or School Breakfast Programs may be closed following declaration of a public health emergency under section 319 of the Public Health Service Act. For children enrolled in those closed schools, reimbursable meals may be offered by schools under a modified Seamless Summer Option (SSO), as set forth in USDA Policy Memorandum SP 31-2009.
2. The modified SSO Agreement amendment is authorized for H1N1-related school closures only and is not authorized for any other purpose.
3. Both parties will abide with all of the requirements for operating the Program as stated in USDA Policy Memorandum SP 31-2009.
4. The school(s) identified in Section C.1. of this Agreement amendment will operate a modification of the Seamless Summer Option Program in accordance with the Terms and Conditions described in this Agreement.

5. The SFA will notify the SA, in writing, (e-mail is acceptable) prior to activating the Agreement amendment in any school named in this amendment.
6. The SFA will provide up to two reimbursable meals or one meal and one snack, per child, per day, in any combination except lunch and supper.
7. All students 18 years and younger participating in the modified SSO at approved sites will receive meals free of charge. Programs operating under the modified SSO will be reimbursed at the applicable free meal rate for school meal programs.
8. The SFA shall file claims for reimbursement for meals served in the modified SSO Program in the SSO Component of the Child Nutrition Technology System no later than the 10th day of the month following the month in which the meals were served.
9. SFAs should conduct at least one on-site review of each qualifying site(s).
10. Failure to abide with the Terms and Conditions of this amended Agreement will result in the withholding of Federal Child Nutrition funds.
11. This Agreement is non-transferable.
12. Neither the SA nor the SFA has an obligation to renew this Agreement.

C. SFA-specific Terms and Conditions:

1. In the event of an H1N1-related school closure, the SFA will operate the modified SSO in the following schools* under its jurisdiction:

School Name	School #	% F/R	Meals
			B, L, Sn
			B, L, Sn
			B, L, Sn
			B, L, Sn
			B, L, Sn
			B, L, Sn
			B, L, Sn
			B, L, Sn
			B, L, Sn

*Please expand the table to include as many schools as the SFA deems appropriate. Provide the complete name of the school, school number, percent of students enrolled in the school on the last day of school in June, 2009 OR if applying after October 1, 2009 include the current F/R percentage as of October 1; 2009 and circle which meals will be served under the Agreement amendment – B = Breakfast, L = Lunch and Sn = Snack. Please note the district may only serve up to two reimbursable meals or one meal and one snack, per child, per day.

- 2. The SFA agrees that it will enroll all qualified schools in the SSO according to the instructions provided by the Child Nutrition Services Section before implementing the modified SSO for a school(s) closure as a result of an H1N1 outbreak.
- 3. The SFA agrees that it will activate the Agreement amendment and begin meal service in one or more of the schools named in this Agreement amendment within _____ hours after the declaration of a public health emergency.
- 4. The SFA will use the utilize the following meal distribution methods to target the children from economically-disadvantaged households in the closed schools:

(Use the space above to define the specific meal distribution methods that will be utilized and how these methods will target the population; remove the lines for convenience and expand the space as needed to provide details.)

- 5. The SFA will utilize the following strategies for communicating with families about opportunities for meal service for students when schools are required to close:

(Use the space above to define the specific meal distribution methods that will be utilized and how these methods will target the population; remove the lines for convenience and expand the space as needed to provide details.)

- 6. The SFA will utilize the following procedures to record accurate meal counts:

(Use the space above to define the specific procedures that will be utilized to obtain and record accurate meal counts; remove the lines for convenience and expand the space as needed to provide details.)

- 7. The SFA will utilize the following procedures to ensure that all meals served under this Agreement will meet the required meal pattern and will include all food components in order to receive Federal reimbursement.

Use the space above to define the specific procedures to ensure all meals and/or snacks will meet the required meal pattern and include all food components; remove the lines for convenience and expand the space as needed to provide details.)

8. The SFA will maintain all records that justify the claim for reimbursement under this Agreement amendment separate from all other records related to the National School Lunch Program or the “regular” Summer Seamless Option; such records include, but are not limited to the production record, meal count records, and consolidated claims records.

9. The SFA is responsible to implement HACCP procedures to ensure the meals and snacks served to students under this Agreement amendment are safe and wholesome. A copy of the SFA’s HACCP plan for preparing and serving meals under the modified SSO Agreement amendment is attached and will become a part of this Agreement.

Signatures

(Please print the document to ensure all signatures appear on one page.)

On behalf of the NC Department of Public Instruction – State Board of Education:

Lynn Hoggard, Ed.D., RD, LDN, FADA

Print Name of Section Chief, Child Nutrition Services

Signature

Date

On behalf of the Local Education Agency:

Print Name of Superintendent

Signature

Date

Print Name of Child Nutrition Administrator

nature

Date

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*This amendment does not constitute the entire Agreement between the parties with respect to subject matter thereof.