**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**

**Summer Nutrition Programs (SNP)**

**which includes the Summer Food Service Program (SFSP) and Seamless Summer Option (SSO)**

**During Novel Coronavirus (COVID-19) School Closures**

This Agreement amendment is between the North Carolina Department of Public Instruction (NCDPI) and State Board of Education (NCSBE), hereinafter referred to as the State Agency (SA), and the School Food Authority(SFA) named above, and covers the period from       to June 30, 2020, or upon expiration of the federally declared public health emergency, whichever is earlier. Part B, Section 5.j is hereby amended as follows:

1. The State Agency agrees to:
2. Approve all SNP Applications (for qualifying sites) upon notification by the SFA.
3. Waive the requirement for meals to be served and consumed in a congregate setting.
4. The State Agency and School Food Authority (SFA) mutually agree upon the following Terms and Conditions:
5. For children enrolled in schools that are closed, reimbursable meals may be offered by schools under a SNP.
6. The SNP Agreement amendment is authorized for COVID-19 related school closures only and is not authorized for any other purpose.
7. Both parties will abide with all requirements for operating the SNP.
8. The SFA will notify the SA of its intent to participate in the SNP during unanticipated school closure in non-congregate sites by completing the [Non-congregate Meal Service Waiver Request](https://forms.office.com/Pages/ResponsePage.aspx?id=YZyehLvwg026X0tTN2ZM9-LQXK0LusBJrwrHgrPX1bVUN0IzWkxSNFNaNDVTS1FWUTZLNjVNTTAzWi4u).
9. 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 at open and closed enrolled sites.
10. The SFA will work with the SA to determine how to provide reimbursable meals at non-area eligible sites.
11. All students 18 years and younger participating in this agreement at approved sites will receive meals free of charge. Programs operating under this agreement will be reimbursed at the applicable rate for SSO or SFSP.
12. The SFA shall file claims for reimbursement for meals served in School Nutrition Technology System no later than the 10th day of the month following the month in which the meals were served.
13. Failure to abide with the Terms and Conditions of this amended Agreement will result in the withholding of Federal funds.
14. This Agreement is non-transferable.
15. Neither the SA nor the SFA has an obligation to renew this Agreement.
16. SFA agrees to report the following data/information to the SA:
	1. A description of how the waiver impacted meal service operations, children’s access to nutritious meals, and participation in SFSP and SSO;
	2. The number of sponsors and sites that used the waiver;
	3. The number of meals provided at school sites during unanticipated school closures;
	4. The number of meals provided at non-school sites during unanticipated school closures; and

**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:**

**Print Name of Director, School Nutrition Services**

**Signature Date**

**Of behalf of the Local Education Agency:**

**Print Name of Superintendent**

**Signature Date**

**Print Name of School Nutrition Administrator**

**Signature**

 **Date**

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