



Idaho State Department of Education

Addendum to State Agency – School Food Authority Agreement 2021 National School Lunch Program Equipment (NSLP) Assistance Grants

This agreement is between the **Idaho State Department of Education** (State Agency) and Kimberly School District (School Food Authority) and covers the period from November 01, 2021 to July 1, 2022.

The undersigned has the authority to enter this Agreement to participate in the 2021 NSLP Equipment Assistance Grants (Program) as authorized in accordance with Section 7(a)(2) of the Child Nutrition Act of 1966 (42 U.S.C. 1776(a)(2)).

A. It is mutually agreed between the State Agency and School Food Authority that:

1. The School Food Authority agrees that the funds will only be used for the purposes authorized by Section 7(a)(2) of the Child Nutrition Act of 1966 (42 U.S.C. 1776(a)(2)).
2. The School Food Authority agrees to abide by all of the requirements for administering the Program as stated in Section 7(a)(2) of the Child Nutrition Act of 1966 (42 U.S.C. 1776(a)(2)).
3. The School Food Authority agrees to provide funds to the approved school, namely, Kimberly Elementary for the purchase of a oven not to exceed the amount of \$5,614.01 under its jurisdiction for the procurement of the aforementioned equipment in accordance with local, State, and Federal regulations and requirements.
4. Per USDA guidelines, all SFA's are asked to have funds obligated six months after grant agreements are executed. The announcement date will be determined as November 1, 2021. Documentation of this obligation must be sent to the Idaho State Department of Education, Child Nutrition Programs by November 19, 2021. If funds are not obligated by May 30, 2022, please contact the Child Nutrition Office.
5. Funds will be reimbursed based upon total payment (invoice) from SFA to Idaho State Department of Education, Child Nutrition Programs on above mentioned award. Any amount over the above aforementioned award will not be reimbursed. Any amount under the above-mentioned award will be returned to USDA per Section 7(a)(2) of the Child Nutrition Act of 1966 (42 U.S.C. 1776(a)(2)).
6. The School Food Authority agrees that the school identified in section 3 of this paragraph will implement the Program in accordance with the plan outlined in the 2021 Appropriations Act.

B. General Conditions

- 1. This Agreement is non-transferable.
- 2. Neither the State Agency nor the School Food Authority has an obligation to renew this agreement.
- 3. Grant awards are contingent upon available USDA funds.

If the School Food Authority does not abide by all of the requirements for administering the Program, the State Agency reserves the right to remove the school from the 2021 National School Lunch Program Equipment Assistance Grant (Program).

Signatures

State Agency Representative

Superintendent

Print Name and Title

Print Name

Date

Date

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