Permanent Agreement/Policy Statement for the Wisconsin School Day Milk Program (WSDMP)

This is an agreement hereby made for participation in the Wisconsin School Day Milk Program which will be offered in the schools as noted on Schedule A of the online contract to make available one half-pint of milk each school day to children eligible to receive free milk. A child enrolled in a school in prekindergarten class through grade 5 is eligible to receive a free beverage if: (1) the child does not receive the beverage through the United States Department of Agriculture (USDA) Special Milk Program (SMP); (2) the child meets the income eligibility standards for a free or reduced price lunch under the USDA National School Lunch Program (NSLP); and (3) the child does not receive the beverage during the school's breakfast or lunch period.

I. AGREEMENT

In order to effectuate the purpose of the WSDMP (s. 115.343, Wis. Stats.), the Department of Public Instruction (DPI), hereinafter referred to as the DEPARTMENT, and the applying School Food Authority, hereinafter referred to as the SCHOOL FOOD AUTHORITY, agree as follows:

DEFINITIONS:

- Wisconsin School Day Milk Program: The PreK-5 free milk program for eligible students authorized by s. 115.343, Wis. Stats.
- School: An educational unit with grades PreK-5 operating under public or nonprofit private ownership in a single building or complex of buildings.
- Cost of Milk: The net purchase price paid by the School Food Authority to the milk supplier for milk delivered to the schools. This does not include any amount paid to the milk supplier for serving, rental or installment purchase of milk service equipment.
- Milk: Pasteurized fluid types of unflavored or flavored whole milk, 2% milk, 1.5% milk, 1% milk, 0.5% milk or skim milk produced in Wisconsin which meets state and local standards for such type of milk.
- Wisconsin Produced Milk: all or part of the raw milk used by the processor was produced in Wisconsin.
- School Food Authority: The governing body responsible for the administration of one or more schools and which has the legal authority to operate the milk service.

THE DEPARTMENT AGREES TO:

Reimburse the School Food Authority for the full cost of the beverages served free to children eligible under terms of this contract during the fiscal year for which the contract is in effect. Such payment shall be a "lump sum" amount payable in the following fiscal year. If the state appropriation is insufficient to pay the full amount of aid to all schools, then payments shall be prorated among the schools entitled to the aid.

THE SCHOOL FOOD AUTHORITY AGREES TO:

1. Serve one half-pint of milk free of charge each school day to children in grades PreK-5 determined to be eligible for a free or reduced price lunch under USDA National Lunch Program income eligibility guidelines. The school will not claim milk served to children receiving milk through the USDA SMP.

2. Offer full strength fruit or vegetable juice as a milk substitute when a child is allergic to milk or has metabolic disorders or other conditions which prohibit him or her from drinking milk. Maintain written documentation on file for each child offered fruit or vegetable juice to support the need for the milk substitute.

3. Claim reimbursement only for fluid milk produced in Wisconsin or juice and served free to eligible children in the PreK-5 schools listed as in program on Schedule A of the online contract.

4. Count and claim daily milk through an accurate point of service. Milk must be counted and recorded at the time the student receives their milk.

5. Submit an annual claim for reimbursement in accordance with procedures established by the Department.

6. Maintain full and accurate records for this milk program, including, but not limited to program income and expenditures, the total number of half-pints of milk purchased, the number of half-pints served free to eligible children, and daily point of service counts. Maintain such records for a period of three years after the fiscal year to which they pertain.

7. Upon request, make all records pertaining to the WSDMP available to the Department for audit and Administrative Review, at any reasonable time and place.

8. Provide adequate milk storage and proper refrigeration within a temperature range of 35° to 40° F, from delivery until it is served.

9. Obtain bids from local milk suppliers whenever possible.

10. Comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964, including any subsequent amendments issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United States shall, on the grounds of sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of the School Food Authority. The School Food Authority agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the Department.

11. Complete corrective actions issued by the Department during an Administrative Review within timeframes specified by the Department.

12. Annually complete WSDMP program monitoring.

THE DEPARTMENT AND THE SCHOOL FOOD AUTHORITY MUTUALLY AGREE THAT:

1. Schedule A of the online contract shall be part of this Agreement-Policy Statement. Schools may be added to or deleted from Schedule A as applicable, and the references to Schedule A shall be deemed to include such schedule as supplemented and amended. Any alterations must be approved before implemented.

2. The terms of this Agreement shall not be modified or changed in any way other than by consent in writing of both parties.

3. The School Food Authority may renew the agreement annually through the School Nutrition Online Contract. The online contract shall be updated when changes occur to participating schools or grade levels. This Agreement remains in effect for the current school year, unless terminated by either party, and the Department may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the School Food Authority except that any termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

II. POLICY STATEMENT FOR FREE MILK ELIGIBILITY

The School Food Authority accepts responsibility for providing free milk to eligible children in the schools PreK-5 as noted on Schedule A of the online contract. It assures the Department that the policy herein stated will be uniformly applied and implemented in all participating schools under its jurisdiction.

In fulfilling these responsibilities, the School Food Authority:

1. Agrees to serve one half-pint of milk free or juice each school day to children from households whose income is at or below the family size income scale for free or reduced-price meals announced by USDA and transmitted by the Department for the current school year.

2. Agrees that there will be no physical segregation of, nor any other discrimination against any child through the operation of this program or because of race, sex, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, or emotional or learning disability. The names of the children eligible to receive free milk shall not be published, posted, or announced in any manner, and there shall be no overt identification of children by use of special tokens, tickets or any other means.

3. Agrees to establish and use a fair hearing procedure under which a family can appeal a decision made by the School Food Authority with respect to the family's free milk application.

During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free milk or juice. Prior to initiating the hearing procedure, the school official, the parent(s) or guardian may request a conference to provide an opportunity for the parent(s)/ guardian and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The hearing procedures shall provide the following for both the family and the School Food Authority:

a) A publicly announced, simple method for making an oral or written request for a hearing.
b) An opportunity to be assisted or represented by an attorney or other person.
c) An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
d) Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place.
e) An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
f) An opportunity to question or refute any testimony or other evidence and to confront and cross-examine only adverse witness(es).

g) That the hearing be conducted, and the decision be made by an official who did not participate in the decision under appeal or any previous conference.
h) That the decision of the hearing official be based on the oral and documentary evidence presented at the hearing and entered into the hearing record.
i) That the parties concerned, and any designated representative thereof, be notified in writing of the decision.
j) That for each hearing a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision.
k) That such written record must be retained for a period of three years after the close of the school year to which they pertain. These records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
l) Assign a designated Hearing Official who is not involved in the original determination.

4. Agrees to designate Determining Official(s) to review applications and make determinations of eligibility.

School Food Authorities participating in the Federal lunch or breakfast program may determine free milk eligibility for students in PreK-5 through the application submission and approval process to determine free and reduced price meal eligibility for those programs. All children determined eligible for free or reduced price meals are eligible to receive one half-pint of milk free each school day under WSDMP. School Food Authorities not participating in the Federal lunch or breakfast program will use the criteria outlined in this policy to determine which individual children are eligible for free milk.

5. Agrees to develop and distribute to each child's parent(s) or guardian a letter as outlined herein. In addition, an application form for free milk shall be distributed with the parent letter at or about the beginning of each school year or whenever there is a change in eligibility criteria. The letter to parents with the free milk application form shall list the income eligibility guidelines for free milk. Interested parents or guardians are responsible for filling out the application and returning it to the school for review. Such applications and documentation of determinations will be maintained for a period of three years following the end of the school year to which they pertain. Applications may be filed at any time during the year. Parents or guardians enrolling a child in a school for the first time shall be supplied with appropriate milk application materials regardless of the time of year the child is registered. If a child transfers from one school to another under the

jurisdiction of the same School Food Authority, his/her eligibility for free milk will be transferred to and honored by the receiving school.

Parents or guardians will be promptly notified of the acceptance or denial of their application(s). Children will be served free milk immediately upon the establishment of their eligibility.

When an application is denied, parents or guardians will be provided with written notification which will include:

1. the reason for the denial of benefits, e.g., income more than allowable limits or incomplete application.
2. notification of the right to appeal.
3. instructions on how to appeal; and
4. a statement reminding parents that they may reapply for free milk at any time during the school year. The reasons for ineligibility shall be properly documented and retained on file at the School Food Authority level.

F. Agrees to establish a procedure to protect the anonymity of the children receiving free milk and to account for the number of half-pints of free milk served at the time the student receives the milk.