



## School Lunch Fund 2018 Grant Agreement

Feeding Texas is awarding the **BROWNWOOD ISD** a **\$3,602.19** grant from the School Lunch Fund. The following are the terms and conditions of accepting this grant, thanks to Feeding Texas and various corporate, foundation, and individual donors:

1. You will sign this grant agreement, keeping a copy for your records and returning this electronic version with signature to Feeding Texas. By signing this document, you are agreeing to comply with the terms of the grant agreement and any restrictions and requirements laid out in the grant application and/or your award communication
2. You shall submit a written report detailing the use and expenditure of funds under this grant. **This report will include a description of how the grant funds were used, including how many students were impacted, as outlined in Items 4-6 below.** Feeding Texas will request this report approximately six (6) months after funds are received.
3. You shall maintain proper records / books that enable Feeding Texas to easily determine how grant funds have been used, making these books and records available to Feeding Texas at reasonable times for review and audit. In addition, you shall comply with all reasonable requests of Feeding Texas for information and interviews regarding use of grant funds.
4. Use of funds is restricted to the payment of current student lunch balances as they accrue, starting with students with oldest debt first.
5. You shall agree to provide a 5-day grace period in which a student with a negative balance in his/her lunch account shall continue to receive any reimbursable meal on the menu.
6. You shall engage your school board in adopting a proactive policy to prevent students from losing access to school meals when their lunch accounts are depleted of funds. (See Appendix for model policy guidelines.)
7. All funds received under this grant shall be spent by the last day of School Year 2017-18.
8. You shall also provide reasonable assistance to Feeding Texas and the donors that contributed to your grant award in relation to requests for communication about the impact of the grant. This information may be shared publicly through a variety of media, including but not limited to newsletters, news releases, and Feeding Texas' and donors' websites.
9. Miscellaneous legal provisions:
  - a. This Agreement shall be governed by the laws of the state of Texas.

## **Appendix: Guidance on Developing a Proactive Policy on Unpaid Meal Charges**

### **Guiding Principles**

School districts and school boards that are developing policies to handle unpaid lunch charges should incorporate the following principles to ensure access for eligible students and protect children from stigma and embarrassment:

1. Schools should work directly with parents to address financial matters. Children should not feel as though they are being punished for their parents' financial circumstances.
2. Schools should proactively ensure that charges are not being applied to meals for children who are eligible for free or reduced-price meals.
3. High-needs schools should implement options that limit or eliminate fees charged for meals.
4. School districts should weigh the cost of collecting school meal debt against what a household owes, especially when a school district is aware of families that are under financial strain.

### **HB 2159 – 85<sup>th</sup> Texas Legislature**

Representative Helen Giddings introduced HB 2159 to establish a statewide policy to prevent “lunch shaming” and ensure access to school meals for students with unpaid balances in their lunch accounts. HB 2159 proposed the following requirements:

- A grace period of at least two weeks in which students are served a reimbursable meal, even if they do not have funds in their account or money to pay for the meal in hand;
- At least three attempts by the school to contact parents or guardians during the grace period to inform them of the lack of funds, make arrangements for payment, and assist them with completing a school meal application;
- Sending an unmarked, white envelope with the student to provide written notice of a negative balance and provide an application for free or reduced-price school meals;
- Prohibiting a school from taking any action that publicly identifies a student with an unpaid balance or otherwise stigmatizes the student; and
- The acceptance of private donations to pay the negative balances on a student's account if the school district cannot obtain payment by the household.

### **Additional Resources:**

These resources provide additional guidance on developing a model policy for unpaid meal charges:

<http://frac.org/wp-content/uploads/frac-unpaid-meal-fees-policy-guide.pdf>

<https://fns-prod.azureedge.net/sites/default/files/cn/SP29-2017a1.pdf>

- b. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party.
- c. This Agreement represents the complete agreement of the parties and supersedes any and all prior agreements.
- d. Each Party to this agreement shall defend, indemnify and hold harmless the other Party from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the indemnifying party, its employees or agents, in performance of this Agreement.

When signing below I fully understand and agree to comply with the above conditions and requirements of accepting this grant from Feeding Texas. I certify that should my organization be awarded a grant, the payment from Feeding Texas represents a charitable contribution to our tax-exempt 501(c)(3) organization with no exchange of any goods or services.

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Name of School District

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Name of Superintendent

  
Superintendent Signature

2-22-18  
Date

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Primary Grant Contract Name and Title

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|-----------------------|--------------|-------|
| Primary Grant Contact | Phone Number | Email |
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**ACH Deposit Information**

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Bank Routing Number

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Account Number

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School Account Name

Please submit your grant agreement to [jvalentine@feedingtexas.org](mailto:jvalentine@feedingtexas.org), signed with an electronic signature or scanned after signing.