



Non-Pricing Milk Policy Statement

The Special Milk Program is available to nonprofit nursery schools, child care centers, settlement houses, summer camps, and similar nonprofit institutions devoted to the care and training of children, which do not participate in a meal service program authorized under the National School Lunch Act 7CFR§215.1 section 3(a)(1)(B).

Operating the SMP

Non-Pricing Program

Non-pricing program means a program which does not sell milk to children. This includes any such program in which children are normally provided milk, along with food and other services, in a school or childcare institution financed by tuition, boarding, camping or other fee, or by private donations or endowments. Under this option, only the standard rate of reimbursement may be claimed. All enrolled children, of appropriate ages, are served free milk and the school or sponsor absorbs any additional cost beyond the current reimbursement rate.

Summer sponsors must operate under the non-pricing program. Under this option, only the paid rate of reimbursement may be claimed

Agreement

Forms

Complete and sign the non-pricing milk policy agreement below and upload to the [CO Child Nutrition Hub](https://cde.cnpus.com/codoe/splash.aspx) (<https://cde.cnpus.com/codoe/splash.aspx>). In the application packet, you will upload the signed agreement in the section titled "checklist summary."

Other Areas

Sponsors must ensure compliance in the following areas:

- Claim submissions
- Civil Rights
- Milk type and portion
- Inventory tracking

For more information regarding program requirements and training visit the [Special Milk Program Web Page](http://www.cde.state.co.us/nutrition/nutrimilk) (<http://www.cde.state.co.us/nutrition/nutrimilk>)



SMP RENEWAL AGREEMENT - NONPRICING MILK ONLY PROGRAM

Colorado Department of Education Office of School Nutrition (CDE OSN)

Agency name: _____ Highest Dairy Cost Per Pint: _____ Average Daily Attendance: _____

Address: _____ Ages: _____ to _____ Type of Agency: Public Private Non-Profit

Contact Name: _____ Phone: _____ Email: _____

LIST THE NUMBER OF DAYS OF OPERATION PER MONTH & YEAR:

July _____	August _____	September _____	October _____	November _____	December _____
January _____	February _____	March _____	April _____	May _____	June _____

NUMBER OF DAYS OF OPERATION PER WEEK:

LIST ALL SITES PARTICIPATING IN THE PROGRAM (use additional paper if needed):

NAME OF SITE	ADDRESS OF SITE	TELEPHONE NUMBER

AGREEMENT

The above named sponsor hereby certifies that it will operate the Special Milk Program in accordance with the agreement on file and shall adhere to all federal and state rules and regulations, as amended, pertaining to said program. The sponsor agrees to comply with the following: (1) Operate a nonprofit milk service. (2) If electing to provide free milk (i) serve milk free to all eligible children, at times that milk is made available to non-needy children under the Program; and (ii) make no discrimination against any needy child because of his inability to pay for the milk. (3) Comply with the requirements of the Department's regulations respecting nondiscrimination (7 CFR part 15); (4) Claim reimbursement only for milk as defined in this part and in accordance with the provisions of § 215.8 and § 215.10; (5) Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by the State agency or Food and Nutrition Service Regional Office (FNSRO) where applicable; (6) Maintain a financial management system as prescribed by the State agency, or FNSRO where applicable; (7) Upon request, make all records pertaining to its milk program available to the State agency and to Food and Nutrition Services (FNS) or the Office of Audit for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. The renewal constitutes an extension of the agreement and amendments thereto, when approved by the CDE OSN.

SIGNATURE ON BEHALF OF SPONSORING AGENCY	CDE NUTRITION DIRECTOR
Signature	Signature
Name (Please Print)	Name
Title	Title
Date	Date

This institution is an equal opportunity provider.