KENTUCKY DEPARTMENT OF EDUCATION
SCHOOL AND COMMUNITY NUTRITION
PERMANENT AGREEMENT

Marion County
Participant Name

10206
CNIPS Agreement Number

National School Lunch Program, School Breakfast Program, Summer Food Service Program, Child and Adult Care Food Program and Special Milk Program

The Kentucky Department of Education (KDE), and Marion County Public School District, hereinafter referred to as Participant, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215; Determining Eligibility for Free and Reduced Priced Meals and Free Milk in Schools, 7 CFR 245.

The terms of this Agreement and the detailed information contained in the Child Nutrition Information and Payment Systems (CNIPS) sponsor application packet, including all forms, checklist items, and other documentation necessary for review and approval for participation within any of the child nutrition programs as listed under Section II, shall be considered a part of this Agreement, and shall not be modified or changed in any other way than by consent in writing of both parties hereto.

I. DEFINITIONS

For purposes of this Agreement:

"Participant" shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring

organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with KDE to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the SFSP, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the NSLP and SBP and which is approved to participate in the Program.

"School Nutrition Programs" shall mean all services provided under the authority of the NSLP, and the SBP.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

II. PROGRAM DESIGNATION

The above named Participant applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Participant decides to discontinue or begin operating any of these programs after signing this Agreement, Participant must provide KDE advance written notice, including the proposed effective date of the change. Upon approval of the request, KDE will, at KDE's option, enter into a new agreement with Participant or amend this Agreement. If KDE terminates Participant from one or more of the programs Participant is operating, but allows Participant to continue operating other programs, at KDE's option, Participant must enter into a new agreement with KDE to operate the remaining programs or amend this Agreement to state which programs Participant will continue to operate.

- ☒ National School Lunch Program
- ☒ School Breakfast Program
- ☒ Summer Food Service Program
- ☒ Child and Adult Care Food Program
- ☐ Special Milk Program

III. CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

A. Participant will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, 2 CFR Part 200, and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by KDE. The Participant agrees to submit to all 702 KAR Chapter 6 regulations regardless of school type or institution (private, parochial, church school, or any other type of institution). Participant further agrees to comply with all state rules, regulations, policies, and procedures as issued by KDE to this extent those state rules, regulations, policies, and procedures are consistent with federal law and USDA has given KDE the authority to enforce same. Participant further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

B. Participant accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by the Participant. The Participant will also be responsible for any audit exceptions or payment deficiencies found by KDE, KDE representatives or USDA as a resulting of monitoring or auditing of the Participant and/or the Participant's subParticipants. Furthermore, the Participant will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.

C. If Participant participates in the **School Nutrition Programs,** Participant agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):

1. Maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service set forth in 7 CFR 210.11;

2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children in accordance with 7 CFR Part 210. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 and below shall apply:

   Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

   a. If such funds, assets, or property are of a value of $100 or more, be fined no more than $25,000 or imprisoned not more than 5 years or both; or,
   b. If such funds, assets, or property are of a value of less than $100, be fined not more than $1,000 or imprisoned not more than 1 year or both.

   Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;
5. A final claim for reimbursement shall be submitted through the online reporting system to SCN no later than 11:59 p.m. eastern time on the 15th of the month following the month covered by the claim to be considered a timely filing. Claims not submitted by the claims deadline shall not be considered a timely claim by SCN. A request for

waiver may be submitted in writing to the SCN's Division Director with the reason for the late claim filing clearly specified. Corrected claims shall be submitted on or before the 30th of the month following the month covered by the claim to be considered a timely filing and shall be accompanied by a completed Corrective Action Plan. Original or revised claims not received within the required timeframe require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available.

6. Upon request, make all accounts and records pertaining to its school food service program available to KDE and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the date of the final Claim for Reimbursement for 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 resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with §210.19(a);
8. Serve lunches, during the lunch period which meets the minimum requirements prescribed in §210.10.
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the Participant to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,
12. Comply with the requirements of USDA's regulations regarding nondiscrimination (7 CFR Parts 15, 15a, 15b) and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.

Maintain necessary facilities for storing, preparing and serving food;

14. For NSLP only, enter into an agreement to receive donated foods as required by 7 CFR Part 250;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by KDE;
18. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in §245.6(b)(5) of this chapter, which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by FNS, that:

    (i) A child in the Family, as defined in §245.2 of this chapter, is receiving benefits from SNAP, FDPIR or TANF, as defined in §245.2 of this chapter; if one child is receiving such benefits, all children in that family are considered to be directly certified;

    (ii) The child is a homeless child as defined in §245.2 of this chapter;

    (iii) The child is a runaway child as defined in §245.2 of this chapter;

    (iv) The child is a migrant child as defined in §245.2 of this chapter; or

    (v) The child is a Head Start child as defined in §245.2 of this chapter.

19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation 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 applications shall be retained beyond the three year period as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the

school and to serve lunch during the period designated as the lunch period by the school which meet the minimum requirements prescribed in 2 CFR Parts 210 and 220;

21. No later than December 31 of each year, provide KDE with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide KDE with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;
22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the CACFP, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;
23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:
    a) Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
    b) Price the meal supplement as a unit;
    c) Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR Part 245; If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
    d) Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
    e) Claim reimbursement for no more than one meal supplement per child per day;
    f) Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and,

g) Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by §210.9(b)(9)).

24. Certify that each of the schools is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended.
25. Comply with all applicable procurement regulations set forth in the 7 CFR Part 210 and 2 CFR Part 200.
26. Comply with the applicable Civil Rights Policy set forth in FNS 113-1 Civil Rights Compliance and Enforcement – Nutrition Programs and Activities attached as **EXHIBIT A**; and
27. Comply with the requirements of the Kentucky Administrative Regulations.

D. If Participant is a Sponsor for the **SFSP**, Participant agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:

1. Operate a nonprofit food service during the period specified, as follows:
   a) From May through September for children on school vacation;
   b) At any time of the year, in the case of Participant administering the Program under a continuous school calendar system; or,
   c) During the period from October through April, if Participant serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;
2. If Participant is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
3. If Participant is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
5. Issue a free meal policy statement in accordance with §225.6(c);

6. Meet the training requirement for Participant's administrative and site personnel, as required under §225.15(d)(1);
7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;
8. Claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the specified in the agreement and served without charge to children who meet the Program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under §225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State agency.
9. Obtain written approval from KDE to make permanent changes in the serving time of any meal;
10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
13. Have access to facilities necessary for storing, preparing, and serving food;
14. Maintain a financial management system as prescribed by the State agency;
15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d)(2) and (3);
16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;

17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
18. Ensure children consume meals on site unless KDE allows certain foods to be taken off site for consumption; and
19. Retain final financial and administrative responsibility for its program.
20. Comply with all applicable procurement regulations set forth in the 7 CFR Part 225 and 2 CFR Part 200.
21. Comply with the applicable Civil Rights Policy set forth in FNS 113-1 Civil Rights Compliance and Enforcement – Nutrition Programs and Activities attached as **EXHIBIT B**; and
22. Comply with the requirements of the Kentucky Administrative Regulations.

E. If Participant participates in the **CACFP**, Participant agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by KDE. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim, negotiation, audit, or other action involving these records begins before such period expires, Participant will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, whichever is later. The case is considered resolved when there is a final order issued in

litigation, or a written agreement is entered into between KDE and the Participant. Participant will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow KDE and USDA officials and other appropriate officials determined by KDE to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by KDE. Records for the current year must be available on site. If records are not available, a disallowance will occur. KDE agrees that any KDE employee making such review shall show photo identification that demonstrates that he/she is an employee of KDE;
5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting KDE's right of access to recipient case records or other information relating to clients served under this contract;
6. Submit for KDE approval applications and agreements for any institution that receives CACFP reimbursement;
7. Submit to KDE Division of School and Community Nutrition an amendment to its application or management plan, on KDE's form, when any change from information that was originally submitted in Participant's application occurs; and
8. Comply with the applicable Civil Rights Policy set forth in FNS 113-1 Civil Rights Compliance and Enforcement – Nutrition Programs and Activities attached as **EXHIBIT B.**
9. Comply with all applicable procurement regulations set forth in the 7 CFR Part 226 and 2 CFR Part 200.
10. Comply with non-pricing regulations set forth in 7 CFR 226.23(b)

F. A school food authority or child care institution, as defined in 7 CFR Part 215, participating in the **SMP** agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. If electing to provide free milk, serve milk free to all eligible children, at times that milk is made available to non-needy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;
3. Comply with the applicable Civil Rights Policy set forth in FNS 113-1 Civil Rights Compliance and Enforcement – Nutrition Programs and Activities attached as **EXHIBIT A.**
4. Claim reimbursement for milk, as defined in 7 CFR Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;
5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by KDE or FSNRO where applicable;
6. Maintain a financial management system as prescribed by KDE or FNSRO where applicable;
7. Upon request, make all records pertaining to the SMP available to KDE, USDA or OA 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 resolution of the issues raised by the audit;
8. Retain the individual applications for free milk submitted by families 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 resolution of the issues raised by the audit.
9. Provide the same meal to all enrolled individuals at no additional cost above tuition as per the nonpricing program regulation set forth in 7 CFR 226.23(b).
10. Comply with all applicable procurement regulations set for in the 7 CFR Part 215 and 2 CFR Part 200.

IV. KDE CLAIMS PAYMENT

KDE will, subject to federal appropriation and availability to KDE of sufficient funds for the applicable program, make program payment to Participant in accordance with the terms of this

Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to: (a) the effective date of this Agreement; or (b) upon signature by appropriately authorized representatives of both Parties as specified in section X of this Agreement, whichever is later.

V. AUDITS AND INVESTIGATIONS

Participant understands that acceptance of funds under this Agreement acts as acceptance of the authority of KDE, or KDE's designee, to conduct an audit or investigation in connection with those funds. Participant further agrees to cooperate fully with the KDE or its designee in the conduct of the audit or investigation, including providing all records requested. Participant will ensure that this clause concerning the authority to audit or investigate funds received indirectly by subParticipants through Participant and the requirement to cooperate is included in any subcontract it awards.

Participant also acknowledges that all school districts and non-profit institutions are subject to 2 C.F.R. Part 200. Participant further acknowledges that 2 C.F.R. § 200.501 gives the KDE discretion to require annual audits of for-profit institutions as well and Participant, therefore, agrees that it will abide by any and all audit policy memos issued by KDE.

VI. IMMIGRATION

Participant agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

VII. CERTIFICATIONS

Participant certifies that it will comply with (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Participant further agrees that violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Participant certifies that it will not contract with parties included on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Participant certifies that it will comply with the Byrd Anti–Lobbying Amendment (31 U.S.C. 1352) requiring that contractors that apply or bid for an award exceeding $100,000 file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

VIII. AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Participant agrees to comply with them.

If Participant does not wish to comply with any changes or new items, Participant must seek to terminate this Agreement in accordance with section VIII of this Agreement.

IX. SEVERABILITY

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

X. TERM AND TERMINATION

A. This Agreement shall take effect upon signature by appropriately authorized representatives of both Parties.

B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR Parts 210, 215, 220, 225, 226, 245 and 2 CFR Part 200. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:

1. Termination by mutual agreement of the Parties. Such agreement must be in writing.
2. Termination in the best interest of the State. KDE may terminate this Agreement at any time when, in its sole discretion, KDE determines that termination is in the best interest of the State of Kentucky. The termination will be effective on the date specified in a notice of termination from KDE.
3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by KDE are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then KDE will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.
4. Termination for Change in Ownership or Legal Identity of Institution. Participant understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.
5. Termination for impossibility or unreasonableness. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

XI. SIGNATURES

This Agreement establishes or continues the rights and responsibilities of KDE and Participant pursuant to Participant's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Participant certifies that all information submitted pursuant to this agreement is true and correct. Participant understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

Agreement can be signed in parts.

PARTICIPANT

_____ Date: _____

Signature of Official authorized to sign contracts on behalf of the Participant

_____ _____

Name of Official (Please print or type) | Title of Official (Please print or type)

BOARD GOVERNING PARTICIPANT
(If applicable)

_____ Date: _____

Signature of Board Chair authorized to sign contracts on behalf of the full Board

_____
Name of Board Chair
(Please print or type)

KENTUCKY DEPARTMENT OF EDUCATION

By: _____ Date: _____
KDE Representative

Revised February 2017

EXHIBIT A
CIVIL RIGHTS POLICY COMPLIANCE FOR
SCHOOL NUTRITION PROGRAMS
(NSLP, SBP and SMP)

Participant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Participant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized KDE and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, KDE and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Participant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Participant.

EXHIBIT B
CIVIL RIGHTS POLICY COMPLIANCE FOR CACFP AND SFSP

Participant agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of service to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Participant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized KDE and USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, KDE and the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Participant as long as it receives assistance or retains possession of any assistance from USDA.

Dear SCN Sponsors,

Attached you will find a revised version of the Kentucky Department of Education, School and Community Nutrition Permanent Agreement. The Permanent Agreement is the legal binding agreement between the Division of School and Community Nutrition (SCN) and the sponsor for participation in the USDA Child Nutrition Programs administered by SCN.

Previously, sponsors completed this document providing SCN and originally signed copy that is currently maintained on file at the SCN office. In recent years, changes within the Child Nutrition Programs, policies and regulations have warranted an updated version of this document. As a result, SCN is requiring all sponsors participating in the programs administered by SCN to provide an originally signed copy of this updated document.

The Permanent Agreement is due by Wednesday, March 15, 2017. In the event this document has to be presented to a meeting of the local school board or board of directors, please notify Christina Johnson at Christina.Johnson@education.ky.gov of this as well as the date of the meeting.

COMPLETING KDE, SCN PERMANENT AGREEMENT

Please print the complete attached document and see the following information in completing the signature and return process of the Permanent Agreement:

- **Page 1 – Participant Name and CNIPS Agreement Number**
  - Please provide the same sponsor name that is listed in CNIPS
  - Please provide the 5-digit CNIPS number
  - Sentence 1 of the first paragraph – Please use the same name listed as the Participant Name
- **Pages 2 – Program Designation**
  - Please check all of the Child Nutrition Programs your sponsoring organization participates with SCN
  - Please note, sponsors are only required to submit one (1) originally signed Permanent Agreement with all programs the sponsor is participating checked. *Of the options listed (NSLP, SBP, CACFP, SFSP and Special Milk Program) please check each of these options your organization is participating in.*
- **Pages 16 and 17 – Signature Information** – The Permanent Agreement is to be signed by the official authorized to sign contracts on behalf of the contracting (sponsoring) organization.
  - When signing this document, SCN requests the signature be in blue ink to ensure an originally signature has been submitted.
  - **PARTICIPANT or BOARD GOVERNING PARTICIPANT** – Unless the name listed on the Sponsor Application or Management Plan is the authorized official, the Permanent Agreement cannot be signed by a Food Service Director,

Manager or Child Care Director. To find the name of the designated official, please refer to name listed in CNIPS for the programs listed below:

- **School sponsors** – Please refer to the name listed as the Superintendent/Sponsoring Official (item #3) in the SNP Sponsor Application
- **CACFP sponsors** – Please refer to the name listed as the Executive Director/Owner (item #16) in the CACFP Sponsor Application
- **SFSP sponsors** – Please refer to the name listed as the Board Chair/Superintendent in the SFSP Management Plan

- After the Permanent Agreement has been signed, please make a copy to keep for your records and send the complete document to the address listed below:
  - Mail to:

    Kentucky Department of Education
    Division of School and Community Nutrition
    Attention: Christina Johnson
    500 Mero Street, Capital Plaza Tower, 23rd Floor
    Frankfort, Kentucky 40601

  Please note, due to the Permanent Agreement being a legal, binding agreement, this document CANNOT be faxed or scanned to SCN.

- Once the Permanent Agreement has been received, SCN staff will review the document and move forward with the proper signature and documentation. A copy of the agreement will be emailed to the sponsor contact.
- If you have any questions or need other information, please contact Christina Johnson by email at Christina.Johnson@education.ky.gov or by phone at (502) 564-5625, Ext 4907 or Shelby Ogden by email at Shelby.Ogden@education.ky.gov or by phone at (502) 564-5625, Ext 4909.