

<b>FOR DEPARTMENT OF EDUCATION USE ONLY</b>
<b>AGREEMENT NO.</b>
<b>EFFECTIVE DATE</b>

## Permanent Agreement Between Sponsor and Alabama Department of Education (Summer Food Service Program for Children)

NAME AND MAILING ADDRESS OF ORGANIZATION (Type or Print)	
_____	
COUNTY: _____	TELEPHONE NUMBER: _____
E-MAIL: _____	FAX NUMBER: _____

**INSTRUCTIONS: An original of this Agreement must be signed and submitted to the Alabama Department of Education.**

In order to carry out the purpose of Section 13 of the National School Lunch Act, (42 U.S.C. 1761) as amended, and the regulations governing the Summer Food Service Program for Children CFDA No. 10.559, issued thereunder 7 CFR Part 225, (hereinafter referred to as the "Summer Program") the United States Department of Agriculture, through the Alabama State Department of Education (hereinafter referred to as the "Department") and the Sponsor whose name and address appear above covenant and agree as follows:

**THE SPONSOR:**

Represents and warrants that it will accept final administrative and financial responsibility for total Program operations. Further understands and agrees to submit claims for reimbursement within twenty (20) calendar days after the end of claim month..

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (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, sex, age, 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.

**ASSURANCE:**

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (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, sex, age, 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 services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the 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, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized 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, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, 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 below are authorized to sign this assurance on the behalf of the Program applicant."

Understands and agrees that the user name and password are used to authenticate the identity of the sponsor using the SFSP Web application. The username and password serve as a legally binding electronic signature and must be kept confidential. It shall not be shared with another individual or entity. The Sponsor understands and agrees that it is accountable for the truth and accuracy of the electronic transfer of information as well as information submitted in hard copy.

**OUTSIDE EMPLOYMENT POLICY:**

I certify that all employees who have responsibilities relating to the operation of the Summer Food Service Program (SFSP) are prohibited from obtaining outside employment that constitutes a real or apparent conflict of interest. In addition, all outside employment for this SFSP Sponsor must be performed outside of employees' regular work hours.

**THE DEPARTMENT:**

Agrees to reimburse the Sponsor in connection with meals served in accordance with regulations under the Summer Program to approved sites during the period stated above.

Shall terminate a Sponsor's participation in the Program by written notice whenever it is determined by the Department that the Sponsor has failed to comply with the rules of the Program.

Shall inform the Sponsor of its right to request a review of decisions made by the Department which affect the participation of a Sponsor in the Program or the Sponsor's claim for reimbursement.

**THE SPONSOR AND THE DEPARTMENT MUTUALLY AGREE:**

To comply with and meet all responsibilities and requirements set forth in 7 CFR, Part 225, Summer Food Service Program regulations.

**PERMANENT AGREEMENT INTENTION:**

Describing this agreement as "permanent" is intended solely to convey that the agreement has no predetermined expiration date. In no way does this feature of the agreement create contractual obligations beyond those described in the agreement, nor does it preclude either party from terminating the agreement in accordance with SFSP regulations.

I certify that all sites have been visited according to Program guidance and that the information on this form and subsequent attachments is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of Federal funds; and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes. As a government Sponsor, I certify that the Program is directly operated at all sites.

<b>SIGNATURE OF SPONSOR</b>		<b>UNITED STATES DEPARTMENT OF AGRICULTURE ALABAMA STATE DEPARTMENT OF EDUCATION</b>	
SIGNATURE	DATE	SIGNATURE	DATE
NAME AND TITLE		NAME AND TITLE <b>June Barrett Owen, Program Coordinator</b>	