Food Distribution Program

Agreement

To comply with the intent and purpose of the regulations governing the Food Distribution Program (hereinafter referred to as the “Program”) issued under 7 CFR Part 250, the program applicant (hereinafter referred to as “Sponsor”) agrees as follows:

1. Sponsor assures the United States Department of Agriculture (hereinafter referred to as “USDA”) and the Illinois State Board of Education (hereinafter referred to as “State Agency”) that it now complies with and shall in the future comply with all requirements imposed by the USDA Regulations (7 CFR Part 250), including any subsequent amendments.

2. United States Government Donated Commodities (hereinafter referred to as “commodities”) will be requested on the basis of the number of eligible participants and at the rates of distribution established by the State Agency. The Sponsor shall accept commodities only in such quantities as can and will be fully utilized not to exceed more than 6 months supply on hand.

3. The sponsor will insure proper storage and handling of all commodities received. The following temperature levels should be maintained: Dry Storage - 50 to 70 degrees F, Refrigerated Storage - 40 degrees F, and Freezer Storage - 0 to minus 5 degrees F. The Sponsor must conduct annual reviews of all storage facilities utilized (internal and/or external) and implement corrective action for any deficiencies found.

4. Payment will be made directly to the transfer company by the Sponsor for the transportation costs.

5. Representatives of the State Agency and the USDA may inspect, at any reasonable time, the commodities and the facilities used for the storage of the commodities.

6. Commodities received under this Agreement will be used solely for the benefit of persons participating in the Program and will not be exchanged, sold, traded, transferred, or otherwise disposed of for any reason or used in workshops for demonstrations or tests without prior approval of the State Agency.

7. Commodities will be used in addition to and not in substitution for food items normally purchased, and expenditures for food will not be reduced because of the receipt of donated commodities.

8. The Sponsor agrees to annually publish an announcement of the Program. This public release must contain as a minimum the following statements: “The Food Distribution Program is available to all eligible participants without regard to race, color, national origin, age, sex, or handicap. Any person who believes that he or she has been discriminated against in any USDA-related activity should write immediately to the Secretary of Agriculture, Washington, D.C. 20250.”

9. Salable containers received with commodities will be carefully handled and/or disposed of in accordance with instructions from the State Agency. Funds accruing from the sale of containers will be used only for the payment of expenses of the Program, including transportation, storage, and handling of commodities, or other expenses in connection with the Program.

10. Commodities which are found to be damaged or out-of-condition and declared unfit for human consumption will be reported immediately to the State Agency, who will issue appropriate instructions for disposition. Commodities cannot be disposed of without prior approval from the State Agency.

11. Commodities will not be processed into different end products without prior approval of the State Agency.

12. Accurate and true records will be maintained for a period of not less than three years plus current pertaining to the receipt and use of commodities. Such records shall contain as a minimum, (a) an exact record of all commodities received, including dates and quantities, and physical inventories of commodities at the end of each month, including end products processed from donated foods; (b) a record of container disposal to account for all funds derived from the sale of containers; and (c) data and method used to determine the number of eligible persons served by the Sponsor. Such records, including financial records, if any, will be made available for review and audit by representatives of the State Agency and the USDA at any reasonable time.

13. Reports will be submitted to the State Agency as requested.

14. Complaints in connection with the receipt, use, or any phase of the Program will be transmitted immediately to the State Agency.

15. This Agreement may be terminated at any time by failure to comply with the provisions contained herein, or any instructions issued by the State Agency. Subject to such notice of termination, the Sponsor further agrees to comply with the instructions from the State Agency regarding the disposition of any commodities remaining on hand and to submit any report that may be requested in connection therewith.

16. Any misrepresentation of information on this application may subject the Sponsor to repayment for commodities received.

17. Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

18. The Sponsor, when purchasing food with federal funds, must purchase food produced in the U.S. whenever possible.

I certify that the information submitted to the Illinois State Board of Education, including, but not limited to information on the Agreement, Order and Delivery Details, and all forms related to the receipt of government-donated commodities is true and correct and that I am aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal statutes.

________________________  __________________________  __________________________
Date  Signature of Sponsor Representative  Sponsoring Organization
Sponsor Name: _________________________________________________________________

Agreement Number: ____________________________________________________________

**INSTRUCTIONS:** Sponsors approved in the Summer Food Service Program (SFSP) are eligible to receive USDA Foods. The value of USDA Foods you are entitled to is $0.015 per meal claimed in the SFSP in 2013; this is called Planned Assistance Level (PAL). Below is a list of USDA Foods that may be available. Please write in your requested amount; you may go over your PAL dollars by 25 percent. We will try to send all of your requests, but that is not always possible. To calculate your PAL dollars for the SFSP, take the total meals claimed in SFSP for 2013 x $0.015, then multiply by 1.25 (for the 25% over). *The bonus commodities available below may be requested as needed; the value is not deducted from your PAL dollars. Your request will be filled based on availability.

**Number of meals claimed in the SFSP in 2013 = ___________ x $0.015 x 1.25= ____________ Total PAL**

<table>
<thead>
<tr>
<th>USDA Code</th>
<th>USDA Foods</th>
<th>Pack Size</th>
<th>Case Value</th>
<th>Cases Requested</th>
<th>Cases Deducted</th>
</tr>
</thead>
<tbody>
<tr>
<td>110361</td>
<td>Applesauce Cups</td>
<td>96/4.5oz cups</td>
<td>$14.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100359</td>
<td>Beans, Black, Cnd</td>
<td>6/#10 cans</td>
<td>$15.53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100362</td>
<td>Beans, Refried, Cnd</td>
<td>6/#10 cans</td>
<td>$19.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100003</td>
<td>Cheese, Cheddar Shred</td>
<td>6/5# bags</td>
<td>$54.00</td>
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<td></td>
</tr>
<tr>
<td>110396</td>
<td>Cheese, Mozz Sticks</td>
<td>360/1oz sticks</td>
<td>$33.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100187</td>
<td>Ham, Sliced, Frz</td>
<td>8/5# pkg</td>
<td>$70.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100937</td>
<td>Pancakes Whole Grain, Frz</td>
<td>12# carton</td>
<td>$7.95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100225</td>
<td>Pears, Diced Cnd</td>
<td>6/#10 cans</td>
<td>$26.35</td>
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<td></td>
</tr>
</tbody>
</table>

**Bonus**

<table>
<thead>
<tr>
<th>USDA Code</th>
<th>USDA Foods</th>
<th>Pack Size</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>110282</td>
<td>Broccoli, Florets, Frz</td>
<td>6/5# pkg</td>
<td>$28.50</td>
</tr>
<tr>
<td>100396</td>
<td>Peanut Butter</td>
<td>6/5# cans</td>
<td>$40.05</td>
</tr>
<tr>
<td>110392</td>
<td>Spinach, Chopped, IQF</td>
<td>20# case</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

Delivery Site Name ___________________________________________  Mail or Fax by June 1, 2014
Delivery Address ___________________________________________
Fax 217.782.4550
Contact Name ______________________________________________
Contact Phone # ____________________________________________
Email Address _____________________________________________

**Deliveries are made by Lanter between June 15 - June 30**

Lanter Delivery Rates
Minimum delivery charge is $45 per delivery site.

Don't forget to sign and send the Commodity Agreement Form with the order form.