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| Oregon Department of Education | Office of Student Services |
| 255 Capitol St. NE | Child Nutrition Programs |
| Salem, OR 97310 | (503) 947-5902 |

# OREGON DEPARTMENT OF EDUCATION CHILD NUTRITION PROGRAMS

# State Agency - Sponsor Agreement

# Summer Food Service Program (SFSP)

Instructions: The Sponsor should complete and sign two copies and return both to the Oregon Department of Education Child Nutrition Programs (ODE CNP). The State Agency will review, approve and return one signed original copy to you for your files.

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| NAME and ADDRESS OF SPONSOR |  | FOR USE BY ODE |
|  |  | AGREEMENT NO: |
|  | EFFECTIVE DATE: |

The following documents shall be considered a part of this Agreement as applicable and are incorporated herein by reference:

* Program Information and Application
* Site Information
* Management Plan
* Administrative and Operating Budget
* Free Meal Policy Statement
* Public Release for Open Sites

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| **Type of Sponsor** | **Check the applicable line to indicate sponsor type** |
| School Food Authority |  |
| Private Non-Profit Organization |  |
| Residential Camp |  |
| Upward Bound |  |
| National Youth Sports Program |  |
| Government Authority |  |
| Other (Describe) | |

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| **Authority:**  42 USC 1755a, 1757, 1758, 1759a, 1760, 1761, 1762a, 1769, 3030a, 5179, 5180, as amended. 5 USC 301. 7 USC 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a-1, 1859, 2014, 2025. 15 USC 713c. 22 USC. 1922 | 7 CFR 15, 15a, 15b, 225, 226, 245, and 2 CFR 200.  Oregon Administrative Rules: Chapter 581, Division 51 and 581-22-720 |

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| **Definitions:**  Authorized Representative: Person with authority to enter into a legal agreement or contract on behalf of the organization.  Child Nutrition Programs: Federally funded nutrition programs administered by the United State Department of Agriculture (USDA) according to the National School Lunch Act of 1946 (P.L. 79-396), as amended; and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this agreement: the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) and Commodity Food Distribution Program (CFDP), herein referred to as Program(s).  Federal Assistance: Any funding, property or aid which is provided to a State Agency, Sponsor, SFA, Institution or Program Recipient Agency for the purpose of providing Program benefits or services to eligible participants.  Institution: A sponsoring organization, child care center, outside-school-hours care center or adult day care center which enters into an agreement with the State agency to assume final administrative and financial responsibility for Program operations. | Program Recipient Agency: Any eligible nonprofit organization that receives food under 7CFR 250, Commodity Food Distribution Program.  School: An educational unit as defined in 7CFR 210, 215 and 220.  School Food Authority (SFA): The legal governing body responsible for the administration of one or more schools and which has the legal authority to enter into an agreement with the State Agency to operate Child Nutrition Programs.  Sponsor: A public or private nonprofit or for-profit organization, which is approved to operate a Child Nutrition Program as defined in 7 CFR 215, 225 and 226. The Sponsor, SFA, Program Recipient Agency, Institution or organization who is party to this contract.  State Agency: The State educational agency approved by the USDA to administer Child Nutrition Programs within the State. For the purposes of this agreement, the State Agency is Oregon Department of Education (ODE). |

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| **The State Agency agrees** that to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The State Agency agrees to donate foods to the Sponsor in accordance with 7CFR 250 (Commodity Food Distribution Program), where applicable. The State Agency agrees to make the Federal regulations available on the website. The State Agency further agrees to disseminate a press release to notify the public of the availability of Child Nutrition Programs and the eligibility criteria for free milk and free and reduced price meals and supplements (snacks) to all local news media, the employment office and any major employers who are contemplating layoffs in the attendance area of these Programs. | **The Sponsor agrees** to accept Federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Oregon statutes, administrative rules, policy manuals, memorandums, guidance and instructions and any instruction, manuals, or procedures issued by USDA or the Oregon Department of Education in connection therewith and any amendments or revisions thereto. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 2 CFR 200. |

This Agreement shall be effective commencing on the date specified, until terminated in accordance with the agreement. The Sponsor shall notify the State Agency whenever significant changes occur in the operation of their Program(s). The Sponsor accepts final financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements. The State Agency, the Department, and other State or Federal officials have the right to make announced or unannounced reviews of the Sponsor operations during the Sponsor’s normal hours of operation. Anyone making such reviews will show photo identification that demonstrates that they are employees of one of these entities.

The Sponsor participation in any Program covered in this Agreement may be terminated in accordance with the grant close-out procedures found in 2 CFR 200.

Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the State Agency shall: (1) make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Program Sponsor in connection with breakfasts, lunches, suppers, supplemental meals (snacks) or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the State Agency under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation.

**Assurance of Civil Rights Compliance**

“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.”

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

During the performance of this Agreement insofar as it relates to Child Nutrition Programs (CNP) administration expenses, the Sponsor agrees that: (1) It will not discriminate against any employee because of race, color, national origin, gender, age, or disability. The Sponsor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, gender, age, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Agency setting forth the provisions of this nondiscrimination clause. (2) The Sponsor will, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability. (3) The Sponsor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the State Agency, advising the labor unions or workers' representative of the State Agency’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The Sponsor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The Sponsor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the U.S. Department of Agriculture, the Secretary of Labor, or State Agency for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the Sponsor's noncompliance with the nondiscrimination clauses of this Agreement, as it relates to Child Nutrition Program expenses, the Agreement may be canceled, terminated or suspended in whole or part and the Sponsor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as rule, regulations, or order of the Secretary of Labor, or as otherwise proved by law. (7) The Sponsor will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sponsor will take such action with respect to any subcontract or purchase order as the U. S. Department of Agriculture or State Agency may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however that in the event the Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the U.S Department of Agriculture or State Agency, the Sponsor may request the United States or Oregon Department of Education to enter into such litigation to protect the interests of the United States.

**REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE summer food service program**

The Sponsor shall comply with all provisions of 7 CFR part 225. The Sponsor further agrees to the following specific provisions, as applicable:

(1) Operate a nonprofit food service during the period specified, as follows: (i) From May through September for children on school vacation; (ii) At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or (iii) During the period from October through April, if it 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) For school food authorities, 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) For all other sponsors, 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 its 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 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 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;

(8) Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in § 225.9;

(9) 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;

(10) Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the Department;

(11) Have access to facilities necessary for storing, preparing, and serving food;

(12) Maintain a financial management system as prescribed by the State agency;

(13) Maintain on file documentation of site visits and reviews in accordance with § 225.15(d) (2) and (3);

(14) 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. The records shall be retained 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;

(15) Maintain children on site while meals are consumed; and

(16) Retain final financial and administrative responsibility for its program.

**CERTIFICATION REGARDING LOBBYING - cHILD NUTRITION PROGRAMS**

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| This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding $100,000 in Federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each.  No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative | agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.  If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.  The language of this certification will be included in the award documents for all covered sub awards exceeding $100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly. |

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. The Sponsor/Program Recipient Agency, by the signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions, and certifies that all information in the agreement is true and correct and that deliberate withholding of information may result in prosecution under applicable Federal and State statutes. It The Sponsor/Program Recipient Agency certifies that all sites will operate in compliance with all SFSP regulations and requirements.

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| **SPONSOR** | **Oregon Department of Education** |
| **By** (Signature) | **By** (Signature) |
| **Type or print name of signee:** | **Dustin Melton** |
| **Title** | **Title:**  Child Nutrition Programs, Director |
| **Date** | **Date** |