



MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
 DIVISION OF FINANCIAL AND ADMINISTRATIVE SERVICES – FOOD AND NUTRITION SERVICES
**NATIONAL SCHOOL LUNCH/SCHOOL BREAKFAST/AFTER SCHOOL SNACK/
 SPECIAL MILK/DONATED FOOD PROGRAMS PERMANENT APPLICATION AGREEMENT**

NAME OF LOCAL EDUCATION AGENCY (LEA)	AGREEMENT NUMBER
--------------------------------------	------------------

INSTRUCTIONS

Mail or email the completed packet to: Missouri Department of Elementary and Secondary Education, Food and Nutrition Services, PO Box 480, Jefferson City, MO 65102-0480 or foodandnutritionservices@dese.mo.gov.

This is to Certify that:

- Each school listed on the Web Application Agreement is nonprofit and exempt from federal income tax under the Internal Revenue code of 1954, as amended, Section 501 (c) (3).
- No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- The information supplied here in is true and correct to the best of my knowledge and that I have been authorized and directed by the governing body of the named LEA to enter into this agreement and to handle all negotiations with the named State Agency.

Effective Date and Termination of Agreement

This Agreement shall be effective for the period commencing on the approval date indicated on this Permanent Application Agreement, and shall remain in effect until terminated or canceled as provided herein. This Agreement may be terminated upon ten (10) days written notice on the part of either party hereto: PROVIDED; HOWEVER, that the State Agency may cancel this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the LEA, except that any termination of this Agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

Assurance Clause

"The program applicant hereby agrees that it will 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 (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 CFR Part SO.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."

"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."

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
 Office of the Assistant Secretary for Civil Rights
 1400 Independence Avenue, SW
 Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Acknowledge that failure to submit accurate claims will result in recovery of overclaims, withholding of payments, suspension or termination of program per 210.25. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity, penalties of 210.26 apply. The applicant also certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in lower tier transactions by any federal department or agency.

SIGNATURE OF LOCAL EDUCATION AGENCY AUTHORIZED REPRESENTATIVE	TITLE	DATE
SIGNATURE OF STATE AGENCY COORDINATOR, FOOD AND NUTRITION SERVICES		DATE

The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs and activities. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; email civilrights@dese.mo.gov.

**NATIONAL SCHOOL LUNCH/SCHOOL BREAKFAST/AFTER SCHOOL SNACK/SPECIAL MILK/DONATED FOOD PROGRAMS
PERMANENT APPLICATION AGREEMENT**

NATIONAL SCHOOL LUNCH PROGRAM

MATCHING REQUIREMENTS

Section 210.17 of the National School Lunch Program regulations requires that State appropriated revenues (other than revenues derived from the program) shall constitute at least 30 percent of the Section 4 funds (basic grant) received during the 1980-81 school year. The matching rate will be reduced proportionately if the per capita income of the State is below the per capita income of the United States. State revenues so appropriated shall be disbursed in such a manner, and to the extent the State deems practicable, so that each Local Education Agency (LEA) receives a proportionate share of such revenues as it does of funds apportioned to the State under Section 4 of the National School Lunch Act.

GENERAL REQUIREMENTS FOR SCHOOL LUNCHES

LEAs must offer nutritious, well balanced, and age-appropriate meals to all children served to improve their diets and safeguard their health. Lunches offered to children age 5 or older must meet, at a minimum, the meal requirements provided in 210.10 (b). Schools must follow a food-based menu planning approach and produce enough food to offer each child the quantities specified in the meal pattern established in 210.10 (c) for each age/group. In addition, school lunches must meet the dietary specifications provided in 210.10 (f). Schools offering lunches to children ages 1 to 4 and infants must meet the meal pattern requirements in 210.10 (p).

The LEA agrees to:

1. Price the meal as a unit.
2. Serve lunches free or at a reduced price to all children determined by the LEA to be eligible for free or reduced price meals under 7 CFR part 245.
3. Charge no more than 40 cents for a reduced price lunch.

RECORD KEEPING REQUIREMENTS

1. Lunch Service
 - a. Daily total number of complete lunches served to children.
 - b. Daily number of lunches served free, reduced price and full price to children.
 - c. All applications/direct certification documents submitted for free and reduced price lunches, retrievable by school.
 - d. Maintain daily production/menu records.
 - e. Number of children approved for free and reduced price meals.
2. Income (Receipts)
 - a. Program receipts
 - b. Reimbursement under the School Lunch, Special Milk and School Breakfast Programs
 - c. Nonprogram receipts
3. Expenditures (Supported by invoices, receipts, or other documents.)
 - a. Food
 - b. Salaries
 - c. Employee benefits
 - d. Purchased services
 - e. Equipment purchases
 - f. Supplies

THE LEA AGREES THAT:

If a LEA enters into an agreement with a food service management company, the contract cannot be only for providing a la carte service, but must also include offering free, reduced price and full price reimbursable lunches to all children. The contract is only effective after date of signature.

SCHOOL BREAKFAST PROGRAM

GENERAL REQUIREMENTS FOR SCHOOL BREAKFASTS

LEAs must ensure that participating schools provide nutritious, well-balanced, and age-appropriate breakfasts to all children served to improve their diet and safeguard their health. School breakfasts offered to children age 5 and older must meet, at a minimum, the meal requirements provided in 220.8 (b). Schools must follow a food-based menu planning approach and produce enough food to offer each child the quantities specified in the meal pattern established in 220.8 (c) for each age/grade group served in school. In addition, school breakfasts must meet the dietary specifications provided in 220.8 (f). Schools offering breakfasts to children ages 1 to 4 and infants must meet the meal pattern requirements in 220.8 (o).

The LEA agrees to:

1. Price the meal as a unit.
2. Serve breakfasts free or at a reduced price to all children determined by the LEA to be eligible for free or reduced price meals under 7 CFR part 245.
3. Charge no more than 30 cents for a reduced price breakfast.

RECORD KEEPING REQUIREMENTS

1. Breakfast Service
 - a. Daily total number of complete breakfasts served to children.
 - b. Daily number of breakfasts served free, reduced price and full price to children.
2. Income (receipts)
 - a. Program receipts
 - b. Federal reimbursement
 - c. Nonprogram receipts
3. Expenditures (Supported by invoices, receipts, or other documents.)
 - a. Food
 - b. Salaries
 - c. Employee benefits
 - d. Purchased services
 - e. Equipment purchases
 - f. Supplies

AFTER SCHOOL SNACK PROGRAM

GENERAL REQUIREMENTS FOR AFTER SCHOOL SNACKS

LEAs shall ensure that participating schools provide nutritious after school snacks to children attending an after school care program. Their program must: (a) provide children with regularly scheduled activities in an organized, structured and supervised environment, and (b) the after school care program shall include educational or enrichment activities.

Those LEAs with eligible schools that elect to participate in the after school snack program shall agree to:

1. Serve after school snacks which meet the minimum meal pattern requirements prescribed in 7 CFR 210.10(0).
2. Price the after school snack as a unit.
3. Serve after school snacks free or at a reduced price to all children who are determined by the LEA to be eligible for free and reduced price school meals under 7 CFR part 245.
4. If charging for the after school snacks, the charge for a reduced price after school snack shall not exceed 15 cents.
5. Claim reimbursement for no more than one after school snack per child per day. Children from birth to age 18 years, or a student of any age who is disabled, are eligible. (If a student's nineteenth birthday occurs during the school year, snacks may be served and reimbursement claimed for that student for the remainder of the school year.)
6. Review each after school care snack program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year.
7. Comply with all requirements of 7 CFR 210, except that, claims for reimbursement need not be based on "point of service" after school snack counts.
8. Meet any State or local licensing, health and safety requirements for operating an after school care program.
9. Claim for reimbursement only those after school snacks served on school days. Any snacks served before or during the child's school day, weekends, holidays, or vacation periods, may not be claimed for reimbursement. After school snacks may be claimed on days when summer school is in session if this summer school is an integral part of the curriculum or an extension of the local education program.
10. Count and record the number of snacks served each day, at the time they are served, by correct claiming category.

11. Maintain the following records, and follow the retention requirements per 7 CFR 210.23 (c).
12. Claim reimbursement at the assigned rates only for after school snacks served in accordance with the agreement.

RECORD KEEPING REQUIREMENTS

1. After School Snack Service
 - a. If all snacks are claimed free based on the site's eligibility, maintain documentation establishing each site's eligibility;
 - b. For all other sites documentation for free and reduced priced eligibility for all children for whom free and reduced price snacks are claimed;
 - c. Snack counts by type, for each site for each serving day;
 - d. Documentation of individual children's attendance on a daily basis; and,
 - e. Menus and production records to document compliance with snack pattern requirements.
2. Income (receipts)
 - a. Nonprogram receipts
 - b. Federal reimbursement under the After School Snack Program
3. Expenditures (Supported by invoices, receipts, or other documents).
 - a. Food
 - b. Salaries
 - c. Employee benefits
 - d. Equipment purchases
 - e. Purchased services
 - f. Supplies

SPECIAL MILK PROGRAM

THE STATE AGENCY AGREES THAT:

Acting through the Food and Nutrition Service (FNS) of the USDA, shall reimburse the LEA, to the extent of funds available, in connection with the purchase of milk for service to children: (1) the rate of reimbursement per half pint of milk purchased for service to children in nonpricing programs and for service to children other than needy children in pricing programs shall not be less than the rate announced by the Secretary of Agriculture, and (2) within the limitations set forth in Section 215.8(c) of the Special Milk Program regulations, the rate of reimbursement for milk purchased for service to needy children in pricing programs shall be equal to the cost (after discount) per half pint of milk. If milk is purchased at more than one price, the average cost shall be used.

THE LEA AGREES TO:

1. If electing to provide free milk, serve free milk to all eligible children at times that milk is made available to nonneedy children.
2. Claim reimbursement only in connection with fluid milk purchased for consumption by students on school premises. Milk served to adults, shall be excluded.
3. Make maximum use of the reimbursement payments to reduce the price of milk served to students as a means of encouraging increased milk consumption.

Eligible Children: Children in schools not participating in the school lunch or breakfast program and children in split-session prekindergarten and split-session kindergarten classes that do not have access to school meals.

Pricing Program: Milk sold to children at a separate price per half pint which paid either daily when milk is served, weekly, or other payment basis per half pint.

Nonpricing Program: Milk is not sold to children at a separate price per half pint but is provided along with food and other services financed by tuition, boarding, or other fee.

Combination Pricing and Nonpricing Program: Part of the enrollment pays separate price daily, weekly, or other payment basis and part financed by tuition or other fee.

DONATED FOOD PROGRAM

THE STATE AGENCY AGREES THAT:

Any donated foods or cash in lieu of donated foods offered to and received by the State Agency from the U.S. Department of Agriculture will be distributed on as equitable a basis as possible.

THE LEA HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. The distribution and the use of donated foods will be in accordance with 7 CFR Part 250.
2. Foods will be accepted and/or ordered only in such quantities as can be utilized within a reasonable time, but not to exceed the rates established by the USDA and/or State Agency.

3. Foods received under this agreement will be used solely for the program benefit of those persons served or assisted by the LEA and will not be otherwise disposed or used for demonstration or tests without prior written approval of the State Agency. Under no circumstances will USDA foods be sold or traded. The LEA will notify the State Agency of excessive inventories which cannot be used or of damaged or out-of-conditioned foods received or in storage and await disposition instruction from the State Agency.
4. Facilities for proper handling and storing of foods accepted will be provided. The State Agency and the USDA are authorized to inspect any reasonable time the foods in storage or the facilities and warehouses used in handling or storage of foods. The LEA further agrees to keep its storage facilities clean, dry, orderly, install thermometers, provide dunnage, suitable ventilation, locks for the storeroom, and specified temperatures for certain foods within their own buildings or in commercial cold storage and use all items on the basis of first-in first-out.
5. The LEA assumes liability for all losses resulting from (1) neglect by failure to provide proper storage or care, (2) improper use of any food, and (3) neglect by failure to properly count and receipt for deliveries. It is understood that recovery for the value of such losses is required by regulations of the USDA.
6. LEAs may participate under statewide processing agreements.
7. If the LEA contracts with a food management company, donated foods may be used only in the school food service programs.
8. In the event of notice of termination or cancellation of the agreement, the LEA agrees to comply with the instruction of the State Agency, either (a) to distribute all remaining inventories of USDA foods in accordance with the provision of this agreement or (b) to return such inventories to the State Agency and to transmit such reports as are required by the State Agency to record final disposition of such inventories.
9. Assume responsibility for all processing costs.
10. Subdistributing agencies and recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution.
11. Subdistributing agencies and recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.
12. Ensure compliance with other Federal regulations referenced in 7 CFR Part 250, and with the distributing agency's written agreement with FNS.
13. Ensure compliance with all requirements relating to food safety and food recalls.
14. Permit termination of the agreement by either party, upon written notification to the other party, at least 60 days prior to the effective date of termination.

RECORD KEEPING REQUIREMENTS

1. An exact record of quantities of all foods received.
2. Annual inventory and reconciliation.
- 3.

ALL PROGRAMS

THE STATE AGENCY AGREES THAT:

To the extent of funds available, the State Agency will reimburse the LEA in connection with the cost of providing meals under the school lunch and breakfast programs in the school(s) listed on the Web Application Agreement, in any fiscal year during which this Agreement is in effect. The amount of reimbursement on behalf of any LEA will be based on the number of meals served to children times the assigned rates.

THE LEA AGREES THAT:

In general, it will supervise program operations in the nonprofit schools listed on the application and will:

1. Operate a nonprofit program and use program income only for program purposes; provided, however, that such income shall not be used to purchase land or buildings or to construct buildings.
2. Supply meals at reduced price and without cost to all children determined by school authorities to be unable to pay the full price thereof. Such determination shall be made in accordance with the LEA's approved policy. The policy criteria shall be announced and applied equitably to all children.
3. Make no discrimination against any child because of his inability to pay as determined by the LEA's policy on file with the State Agency.
4. Claim reimbursement only for meals and milk, as specified in this Agreement, served to students of high school grade or under and served in those schools listed on the application data sheet(s).
5. Submit claims for reimbursement by the 15th day of the month following the period being reported, and annual income and expenditure report.
6. 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.
7. Accept and use for program purposes, in as large quantities as can be efficiently utilized for program purposes such as foods as may be offered as a donation by the USDA.

8. Maintain racial and ethnic data on all applicants for free and reduced price benefits showing the extent of minority participation in the program.
9. Maintain full and accurate records of program operations, including those set forth above, and retain such records for a period of 3 years after the end of the school year to which they pertain, or longer if audit findings have not been resolved.
10. Make, upon request, all accounts and records pertaining to program operations available to the State Agency and the USDA, and provide for an audit of program operation at least every two years by a CPA licensed in Missouri unless specifically exempted by the State Agency.
11. Maintain necessary facilities for storing, preparing, and serving food.
12. Follow the procurement standards prescribed in 7 CFR Parts 210, 215, 220 and 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.
13. Price reimbursable meals as a unit.
14. Establish the reduced price meal charges for lunch and breakfast in accordance with applicable USDA guidelines.
15. Perform edit checks on each school(s) meal counts each month in each category before submission of LEA claim and maintain individual school records at LEA central office.
16. Limit its operating balance to a level not to exceed 3 months cost.
17. Serve meals that meet the program requirements during a period designated as the serving period; claiming for reimbursement only one lunch and/or one breakfast per child per day.
18. Access to meals will not be denied students as a means of disciplinary actions.
19. Provide special meals at no additional cost to students with disabilities, if necessary, to comply with Section 504 of the Rehabilitation Act of 1973.
20. If emergency conditions prevent a school from temporarily obtaining a sufficient supply of fluid milk, the State Agency may approve reimbursement for meals served without milk during the emergency.
21. Involve students and parents in lunch program operations.
22. At a minimum, all competitive food sold to students on the school campus during the school day must meet the nutrition specified in 210.11. Competitive food means all food and beverages other than meals reimbursed under the National School Lunch Program and School Breakfast Program. (This restriction does not apply to school participating only in the milk program.)
23. Meal counts by type for claim purposes will be obtained daily at the point of service.
24. Each year the LEA will conduct an on-site review of each school by February 1. If the review discloses problems with the school's counting or claiming procedures, corrective and follow-up action must be completed within 45 days.
25. Agree that the LEA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 210.8 governing claims for reimbursement.
26. Submit claims for reimbursement in accordance with 210.8.
27. Maintain files of currently approved and denied free and reduced price applications, respectively, and the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp or Temporary Assistance programs.

THE STATE AGENCY AND THE LEA MUTUALLY AGREE THAT:

1. All participating schools shall be listed on the Web Application System.
2. The State Agency shall promptly notify the LEA of any change in the minimum program requirements or the assigned rates of reimbursement.
3. For the purpose of this Agreement, the following terms are defined:
 - a. *Child*: A student of high school grade or under including students who are mentally or physically handicapped; or a person under 21 years of age who is in a residential child care institution.
 - b. *Adults*: Adults are all persons who are (1) staff members and employees of a school, including all faculty, supervisory and other personnel, and (2) high school graduates and persons 21 years of age and over enrolled for care and training in a combination high school and junior college or vocational training school.
 - c. *Fiscal Year*: A period of twelve calendar months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.
 - d. *Nonprofit Program*: Food service maintained for the benefit of children, all of the income from which is used solely for the operation or improvement of such food service.
 - e. *Nonprofit Private School*: A nonpublic school that is exempt from Federal income tax under the Internal Revenue Code of 1954, as amended, Section 501 (c) (3).
 - f. *LEA*: The local education agency responsible for the administration of one or more nonprofit schools of high school grade or under.
 - g. *Milk*: All fluid milk served must be pasteurized fluid milk which meets state and local standards for such types of milk. All fluid milk must have vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with state and local standards for milk.
 - h. *School Year*: The period of July 1 to June 30 of each year.

- i. *Senior High School:* Grades as determined by the LEA, but not to include grades below grade seven.
 - j. *Point of Service:* That point in the food service operation where a determination can accurately be made that a reimbursable, free, reduced price or paid meal has been served to an eligible child.
4. Claims for reimbursement received by the State Agency more than 60 days after the end of the month being reported will not be paid.
 5. Nonprofit schools may be added or deleted from the Web Application System as need arises.
 6. The State Agency shall administer the programs through the FNS of the USDA or such other bureau, service, or agency as may be designated by USDA.
 7. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto unless required by federal regulations.
 8. If final Congressional actions have not been completed on appropriations prior to the opening of the school year, it is understood that reimbursement payments are contingent upon Congressional funding for the program.