

ILLINOIS STATE BOARD OF EDUCATION  
Nutrition Programs and Support Services  
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**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.  
Liability will be assumed by the Sponsor for all commodity losses resulting from failure to provide proper care or storage for commodities or for the improper use or diversion of commodities.  
**Note:** COMMODITIES SHALL NOT BE STORED IN PRIVATE HOMES.
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. The Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135) 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 USDA directives or regulations issued pursuant to that Act and the regulations to the effect that no person in the United States shall, on the grounds of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Sponsor received Federal financial assistance from the USDA; and hereby gives assurance that it will immediately take any measures necessary to comply with this agreement.  
By accepting this assurance, the Sponsor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Sponsor.
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