ARIZONA DEPARTMENT OF EDUCATION

Child Nutrition Programs
1535 West Jefferson Street
Phoenix, Arizona 85007

SUMMER FOOD SERVICE PROGRAM
PERMANENT AGREEMENT
Revised Spring 2015

ADE Contract No. ED09-0001

_____

_____._____(the "SPONSOR")
(Legal Name of Sponsor)

_____
Doing Business As (if applicable)

In order to effectuate the purpose of the following statutes: The National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.), The Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1758 et seq.), the Arizona State Board of Education (the "BOARD") acting through the Arizona Department of Education ("ADE") and the SPONSOR, whose name appears above, enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B), 15-1152, and 11-951, et seq. (if the SPONSOR is a public agency).

If the SPONSOR is a public agency other than a public school district governing board, authorization to enter into this Agreement is also by virtue of _____.
(To be completed by Sponsor)

The SPONSOR enters into this Agreement with ADE for participation in the Summer Food Service Program (the "PROGRAM") operating as a Summer Food Service Program sponsor.

DISCLAIMER: Submitting this Agreement is **not** confirmation of the SPONSOR's participation in the PROGRAM. Additional documentation may be required for participation in the PROGRAM, and such documents will be incorporated as exhibits to this Agreement. Final decisions regarding participation in the PROGRAM is at the discretion of ADE and contingent on satisfactory completion of all requirements.

ARIZONA DEPARTMENT OF EDUCATION

Child Nutrition Programs
1535 West Jefferson Street
Phoenix, Arizona 85007

SUMMER FOOD SERVICE PROGRAM
PERMANENT AGREEMENT
Revised Spring 2015

ADE Contract No. ED09-0001

A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section F(10) of this Agreement, to reimburse the SPONSOR for the PROGRAM as indicated above in accordance with the regulations applicable to the Summer Food Service Program (7 CFR part 225), and any amendments thereto. Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

B. PROVISIONS FOR ACCEPTING FUNDS

1. The SPONSOR agrees to accept federal funds in accordance with applicable regulations as set forth in the 7 CFR parts 225, 240 and 250 and any amendments thereto; and Office of Management and Budget ("OMB") Circular A-133 and A-122, Office of Inspection General and audit reports will be submitted to ADE as applicable, and to comply with all provisions of said rules and OMB circulars, ADE Program Office Requirements, and with any instructions or procedures issued in connection therewith. The SPONSOR further agrees to administer the PROGRAM funded under this Agreement in accordance with provisions of the Uniform Federal Assistance Regulations (7 CFR part 3015); Government wide Debarment and Suspension (Non-Procurement) (2 CFR part 417) and Government wide Requirements for Drug-Free Workplace (7 CFR part 3021); and the New Restrictions on Lobbying (7 CFR part 3018).

2. The Sponsor further agrees to obtain a Data Universal Numbering System ("DUNS Number") in accordance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) ("FFATA"). All public and private nonprofit and for profit organizations that receive federal assistance must comply with this requirement. Specifically, FFATA requirement states: No entity (SPONSOR) can receive a subgrant from the grantee (ADE) unless that SPONSOR has furnished a DUNS Number to ADE; and ADE is prohibited from awarding a subgrant to any SPONSOR that has failed to furnish a DUNS Number to ADE pursuant to 2 CFR part 25.

C. PROGRAM REQUIREMENTS OF THE SPONSOR

The SPONSOR agrees that it will conduct the PROGRAM in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements:

1. Provide an ongoing year-round service to the community which it proposes to serve under the Program, except for residential camp sponsors.

2. Operate a nonprofit food service during any period from May through September of each year for children on school vacation; or, at any time of the year, in the case of SPONSORs

administrating the PROGRAM under a continuous school calendar system or during school closures due to natural disasters, building repairs, court orders or similar causes.

3. For school food authorities, offer meals which meet the requirements and provisions set forth in 7 CFR part 225.16 during the times designated as the meal service period by the SPONSOR, and offer the same meals to all children.

4. For all other SPONSORS, serve meals which meet the requirements and provisions set forth in 7 CFR part 225.16 during the times designated as the meal service period by the SPONSOR, and serve the same meals to all children.

5. Serve meals without cost to all children, except that residential summer camps may charge for meals served to children who are not served meals under the PROGRAM.

6. Certify that a free meal price policy has been released to the media serving the area from which sites draw attendance.

7. Hold training sessions for administrative and site personnel with regard to the PROGRAM duties and allow no site to operate until personnel have attended at least one of these training sessions. The SPONSOR shall also ensure that administrative personnel attend required ADE training and shall continue to provide training throughout the summer to ensure that administrative personnel are thoroughly knowledgeable in all required areas of the PROGRAM administration and operation and are provided with sufficient information to enable them to carry out their PROGRAM responsibilities. Each site shall have at least one person present at each meal service who has received this training.

8. Maintain documentation of training sessions including dates, topics, and attendance by having attendees sign an attendance form.

9. Claim reimbursement for the type or types of meals specified in the application 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 application and served without charge to children who meet the PROGRAM's income standards. The SPONSOR shall operate within approved levels of meal service, if required under 7 CFR part 225.6. No permanent changes may be made in the serving time of any meal unless the changes are requested in writing by the SPONSOR and approved by the ADE.

10. Submit claims for reimbursement in accordance with procedures established by the ADE. Claims for reimbursement not filed within sixty (60) calendar days following the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the ADE and/or DEPARTMENT.

11. 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.

12. 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.

13. Have access to facilities necessary for storing, preparing and serving food.

14. Maintain a financial management system as prescribed by the ADE.

15. SPONSOR shall visit all new and problem sites before they begin operations to ensure sites have facilities adequate to provide meal services for the number of children expected to attend.

16. Visits shall be made by the SPONSOR to each of its sites at least once during the first week of operation under the PROGRAM and SPONSOR shall promptly take such actions as are necessary to correct any deficiencies. A first week site visit is not required for those sites that operated during the most recent period of operation with no serious deficiency findings, unless that site will only be in operation for a single week. All SPONSORs shall review food service operations at each site at least once during the first four (4) weeks of PROGRAM operations, and thereafter shall maintain a reasonable level of site monitoring. SPONSOR shall complete a monitoring form provided by the ADE when conducting these reviews.

17. Maintain, on file, documentation of site visits and reviews in accordance with 7 CFR part 225.15(d)(2) and (3) and maintain accurate records which justify all costs and meals claimed.

18. Upon request, make all books, accounts, reports, files and other records pertaining to the PROGRAM available to state, federal or other authorized officials for audit or administrative review, at the ADE or other place at a reasonable time. The SPONSOR shall maintain on file all records used for five years. All FSMC contracts, and records which support such contracts, shall be maintained for five years. .

19. Maintain children on site while meals are consumed.

20. Retain final financial and administrative responsibility for its PROGRAM.

21. Document Administrative and Operating Costs claimed by the SPONSOR for each month, and maintain invoices and receipts for food, supplies, labor and other expenses related to the PROGRAM.

22. Document revenue from participant payments, federal reimbursement and food sales to adults and donations.

23. Provide adequate supervisory and operational personnel for management and monitoring of the PROGRAM.

24. Certify that SPONSORs which are units of local, municipal, county or state government, and SPONSORs which are private nonprofit organizations, shall be approved to administer the PROGRAM only at sites over which they have direct operational control.

25. Certify that the information submitted in the PROGRAM application, site information sheets, PROGRAM agreements or a request for advance payments and claims for reimbursement are true and correct and that the SPONSOR is aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

26. Prior to commencement of operation under the PROGRAM, submit to the ADE, a copy of SPONSOR's letter advising the appropriate health department of SPONSOR's intention to provide a food service during a specific period at specific sites and comply with all other requirements mandated by the appropriate health department.

27. Serve meals consisting of a combination of foods and meeting minimum nutritional standards prescribed by the Secretary of Agriculture.

28. Maintain daily production records of food prepared and served until no longer required by ADE. Records are to be prepared one (1) week in advance of serve date.

29. Maintain daily records to document the number of PROGRAM meals served to children. Site personnel must record: meals delivered or prepared, by type (breakfast, lunch, snack, supper); complete first meals served to children, by type; complete second meals served to children, by type; excess meals or meals leftover; non-reimbursable meals; meals served to program adults, if any; and meals served to non-program adults, if any.

30. Any contracting for the furnishing of meals or management of the entire food service under the PROGRAM must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SPONSOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SPONSORs contracting with a FSMC shall comply with 7 CFR part 225.6(h). A SPONSOR entering into a contract with a FSMC shall not subcontract to the FSMC the following duties and remains individually required to complete such items, perform such tasks or abide by the terms and conditions of the following documents: ADE Food Program Permanent Service Agreement, CNP Web applications, CNP Web claim submissions, approving and processing NSLP income applications, access and distribution of benefit status, Benefit Issuance Document, access and use of Direct Certification system, verification procedures, civil rights compliance reporting and procurement of FSMCs, in accordance with 7 CFR part 210.16.

31. Submit proposed IFB/RFP to the ADE for review and approval. Written approval of the IFB/RFP must be received from the ADE prior to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the ADE prior to the beginning of PROGRAM operations. Written approval must be received from the ADE prior to both parties entering into contract.

32. Individuals with access to CNP Web shall abide by the ADE Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the ADE. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and ADE. CNP Web accounts and passwords shall not be provided to consultants, consulting firms or FSMCs contracting with SPONSOR. Individuals who fail to comply will be subject to further action.

33. If the SPONSOR administers National Youth Sports Program ("NYSP") sites, certify that the site has complied with the Department of Health and Human Services guidelines for the income eligibility for children attending the program. If NYSP is not the sponsoring organization, site eligibility must be verified by the SPONSOR through a review of NYSP records.

34. If a private nonprofit organization, certify that it: (1) is an organization described in Section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under Section 501(a) of that Code; (2) prepares meals itself or obtains meals from a public facility or a school participating in the NSLP; (3) operates in areas where a school or government sponsor has not indicated by March 1 of the current year that they will operate the PROGRAM; (4) exercises full control and authority over the operation of the PROGRAM at all sites under its sponsorship; (5) provides adequate resources to supervise and monitor PROGRAM compliance; (6) provides ongoing year-round activities for children or families; (7) possesses adequate management and the fiscal capacity to operate the PROGRAM; and (8) meets applicable state and local health, safety and sanitation standards.

35. Certify that it is not on DEPARTMENT's National Disqualification List.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SPONSOR 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.), and all requirements imposed by the regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b, and 225.7g); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and FNS directives and guidelines, including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy, and reviews to assure compliance with such policy, to the end that no person shall, on the grounds of race, color, national origin, age, sex or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SPONSOR receives federal financial assistance from DEPARTMENT; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

2. 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, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the DEPARTMENT.

3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of federal nondiscrimination laws and permit authorized ADE or DEPARTMENT personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the non-discrimination laws. The review of records may take place at a prescheduled, announced time or may be unannounced at the discretion of ADE. If there are any violations of this assurance, DEPARTMENT, FNS shall have the right to seek judicial enforcement of this assurance.

4. The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, national origin or disability.

5. These assurances are binding on SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from DEPARTMENT. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROGRAM SPONSOR.

6. The SPONSOR agrees to maintain information on Civil Rights complaints, if any, and their resolutions.

7. The SPONSOR agrees annually to provide a public release to the media serving the area(s) from where attendance is drawn, announcing the availability of meals to enrolled children without regard to age, race, color, religion, national origin, disability or sex.

E. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SPONSOR recognizes and agrees that such federal financial assistance will be extended in reliance on the representations stated herein and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of this Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona; any litigation arising out of this Agreement shall be brought in Arizona. All disputes relative to the performance of the SPONSOR under this Agreement shall be resolved between the parties, as provided in Sections F(10) and F(12) of this Agreement.

F. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

ADE and the SPONSOR mutually agree that:

1. With the approval of the ADE, sites may be added or deleted from the site sheet as the need arises, and the references herein to the site sheet shall be deemed to include the most recently approved site sheet.

2. ADE shall promptly notify the SPONSOR in writing of any change in the minimum meal requirements or the assigned rates of reimbursement.

3. ADE may provide advance payments to each SPONSOR upon ADE discretion. Determination of advance payments will be based upon the SPONSOR'S request and ADE approval consistent with the regulations, ADE policy and available funds.

4. Payments advanced to SPONSORS that are not subsequently deducted from a valid claim for reimbursement shall be repaid upon demand of ADE.

5. 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 this Agreement if made with a corporation for its general benefit.

6. This Agreement shall become effective on the date of approval by ADE, as to agreements not governed by A.R.S. § 11-951, et seq. Agreements governed by A.R.S. § 11-951, et seq., as defined under ARS §15-1152, et seq., shall become effective when filed with the Arizona Secretary of State. Before any amendment may become effective, appropriate action must be taken by ordinance, resolution or other action pursuant to the laws applicable to public agencies entering into this agreement.

7. The SPONSOR's participation in the PROGRAM(s) under this Agreement is conditioned upon the ADE's approval of the SPONSOR's on-line application to the ADE through the CNP Web, a fully executed written Agreement with the ADE, and, in the event the

SPONSOR contracts with a FSMC to manage its food service operation under this Agreement, the ADE's review and approval of the SPONSOR's contract(s) with a FSMC prior to the execution of the contract(s) as required in 7 CFR parts 225.6(h) and 225.15. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SPONSOR.

8. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.

9. This Agreement may be canceled upon thirty (30) days written notice by either party. Notwithstanding the foregoing, ADE may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SPONSOR.

10. In the event that funding ceases or becomes unavailable to provide for the terms of this agreement, ADE shall immediately notify the SPONSOR and the SPONSOR shall cease to perform the terms of this Agreement and ADE may terminate this Agreement. No liability shall accrue to ADE in the event this Agreement is terminated for lack of funds, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11. The SPONSOR shall repay to the federal government or ADE all monies determined by any financial-compliance audit or review to be owed to the federal government or ADE in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by ADE, the SPONSOR shall pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing ADE or the attorney representing DEPARTMENT in seeking to enforce this paragraph.

12. In the event of any dispute arising out of or related to this agreement, the parties agree to use arbitration, after exhausting applicable administrative review, insofar as required by A.R.S. § 12-1518, if not in conflict with federal law.

13. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations, OMB Circulars A-133 and 7 CFR parts 3015 and 225.6 and 225.15. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R2-7-101 et seq. Procurement standards must be submitted to ADE and will be considered a permanent document unless changes are made by either party.

14. Each SPONSOR must electronically submit a copy of its Sponsor Application and Site Application to ADE every year of participation. These shall be considered a part of this Agreement and are incorporated herein.

15. This Agreement may be modified only in writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

16. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

17. ADE will provide the SPONSOR with the "And Justice for All" poster. The SPONSOR will then be responsible for posting the information.

G. FREE AND REDUCED-PRICE POLICY STATEMENT

Each SPONSOR, with the exception of emergency shelters, must submit with its initial PROGRAM Application copies of its Free and Reduced-Price Policy Statement and the Free and Reduced Document Summary to ADE. The Free and Reduced Price Policy Statement is considered a permanent document. A new Free and Reduced-Price Policy Statement must be submitted when changes are made by SPONSOR. SPONSORS of Summer Food Service Program with enrolled sites and camps certify that eligibility data is available for all children claimed for free and reduced-price benefits and that the prescribed eligibility criteria is met.

H. TERM; TERMINATION

1. This Agreement and the duties arising hereunder, shall become effective upon signature by the Superintendent of Public Instruction or his or her designee. This Agreement shall automatically renew on October 1 of each year, unless either party notifies the other thirty (30) days prior to the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.

2. This Agreement is subject to cancellation by the State of Arizona pursuant to A.R.S. § 38-511 if any person significantly involved in the Agreement on behalf of the State of Arizona is an employee or consultant of the SPONSOR at any time while this Agreement or any extension of this Agreement is in effect.

3. Upon review or audit by ADE or an appointed representative thereof, any SPONSOR found to be out of compliance with 7 CFR part 225, this Agreement, or ADE PROGRAM Policy Manual will be deemed as Seriously Deficient. A Corrective Action Plan will be implemented, defining corrective action to be taken by the SPONSOR and the timelines in which the actions shall be completed. Failure to complete and maintain the Corrective

Action required by ADE within the specified timelines is cause for termination from the PROGRAM. Serious Deficiencies include, but are not limited to, any of the following:

1. Noncompliance with the applicable bid procedures and contract requirements of Federal Child Nutrition Program regulation;
2. The submission of false information to ADE;
3. Failure to return to ADE any advance payments which exceed the amount earned for serving eligible meals;
4. Failure to maintain adequate records;
5. Failure to adjust meals ordered or planned to conform to variations in the number of participants;
6. Claiming of PROGRAM payments for meals not served to participants;
7. Claiming for meals that do not meet the PROGRAM requirements.
8. Continued use of food service management companies that are in violation of health codes;
9. Failure of a sponsoring organization to disburse payments to its facilities in accordance with its management plan;
10. A history of administrative or financial mismanagement in any Federal Child Nutrition Program;
11. Failure to properly train or monitor facilities;
12. Failure to perform financial and administrative responsibilities;
13. Conviction of institution or principals indicating lack of integrity;
14. Institution or principals listed on the National Disqualified List;
15. Any other action affecting the ability to administer the PROGRAM in accordance with the PROGRAM requirements; and
16. Institution or principals declared ineligible for any other public program which violated that program's requirements (unless reinstated/eligible for that program).

I. ASSIGNMENT OF CHARGES

ADE and the SPONSOR recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser. Therefore, the SPONSOR hereby assigns to ADE any and all claims for such overcharges resulting from antitrust violations to the extent that such violations concern goods or services supplied by third parties to the SPONSOR to fulfill this Agreement.

J. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

1. The SPONSOR warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SPONSOR shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.

4. ADE retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SPONSOR is complying with the warranty under paragraph 1 of this Section.

ARIZONA DEPARTMENT OF EDUCATION

Child Nutrition Programs
1535 West Jefferson Street
Phoenix, Arizona 85007

SUMMER FOOD SERVICE PROGRAM
PERMANENT AGREEMENT
Revised Spring 2015

ADE Contract No. ED09-0001

CERTIFICATION PAGE
(Applicable to SPONSORS with governing boards only;
must be completed and signed before signature page.)

DIRECTIONS:
(1) County in which the governing board is located.
(2) Name of governing board member authorized to sign this certification page.
(3) City in which governing board meeting regarding the Permanent Agreement was held.
(4) Date of governing board meeting.
(5) Legal title of the SPONSOR'S governing board; current year.
(6) Name of designated official who will be signing the Permanent Agreement (same designated official as on line 1, page 15, of the Food Service Agreement).
(7) Signature of governing board member (same name as on line (2) of this certification page).
Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

CERTIFICATION

State of Arizona)

County of (1) _____)

I, (2) _____, the duly appointed or elected and qualified
Name of Governing Board Member

member of, and acting on behalf of the governing board, so hereby certify that during a regular meeting held in (3) _____ Arizona, on (4) _____, this governing board, by motion made, seconded and carried, approved and authorized execution of an agreement between the (5) _____ and the Arizona Department of Education, a State Agency, for the purpose of participating in Child Nutrition and/or Food Distribution Programs.

(6)_____ has been designated by the governing board to sign this
Name of Designated Official

Agreement.

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the governing board and that approval has not since been altered or rescinded.

(7) _____
Signature of Governing Board Member
(Same as (2) above)

ARIZONA DEPARTMENT OF EDUCATION

Child Nutrition Programs
1535 West Jefferson Street
Phoenix, Arizona 85007

SUMMER FOOD SERVICE PROGRAM
PERMANENT AGREEMENT
Revised Spring 2015

ADE Contract No. ED09-0001

PERMANENT AGREEMENT

SIGNATURE PAGE

AGREED TO AND SIGNED:

1. _____ _____
(Print or Type Name and Title) (Signature of Designated Official)
[Same as item (6) on Certification Page, if applicable]

_____ _____
(Sponsor/School) (Date)

Address _____

OTHER AUTHORIZED SIGNATURES

2. _____ _____
(Print or Type Name and Title) (Signature)

3. _____ _____
(Print or Type Name and Title) (Signature)

4. _____ _____
(Print or Type Name and Title) (Signature)

FOR OFFICIAL USE ONLY

STATE BOARD OF EDUCATION

_____
(Superintendent of Public Instruction or Designee) (Date)