



Required by s. 115.345, and Wisconsin Act 269.

An approved copy will be returned for your files.

GENERAL INFORMATION

Legal Name of School Food Authority <i>School Agency</i>	Agreement Number/Agency Code
--	------------------------------

Address *Street, City, State, ZIP*

Authorized Representative <i>First and Last Name</i>	Title	Telephone <i>Area/No.</i>
--	-------	---------------------------

Address to Which All Correspondence is to be Mailed *Street or Box No., City, State, ZIP if different from above.*

I. APPLICATION

Application is made for participation in the Elderly Nutrition Improvement Program for the school(s) listed in Schedule A, page 4, as authorized under section 115.345, Statutes of Wisconsin and Wisconsin Act 269.

1. Effective Implementation Date of Program	2. Will program be offered during the summer months? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

3. Participating School and Off-Premise Sites			
a. Total Number of Junior and Senior High Schools in the District	b. Number of Junior and Senior High Schools Serving Meals under the Elderly Nutrition Improvement Program	c. Number of Elementary Schools Serving Meals under the Elderly Nutrition Program	d. Number of Off-Premise Serving Sites for which Elderly Nutrition Improvement Program Lunches are Prepared

4. Will the above-named School Food Authority be providing the meals under a joint agreement with the County or Tribal Agency on Aging?

No; *If no, Lunch charge to the elderly participants is _____. Do not complete a, b, or c below.*

Yes; *If yes, complete a, b, and c below and attach a copy of the Joint Agreement. (Also see Elderly Nutrition Program Sponsorship under Joint Agreements, page 3.)*

a. Name of County or Tribal Agency on Aging under Joint Agreement	Agency Address <i>Street, City, ZIP</i>
---	---

b. Indicate the per lunch payment the School will receive from County Agency on Aging..... _____

c. Recommended lunch contribution by the elderly participants is

5. Summarize the School Food Authority's plan to utilize the school food service facilities under its jurisdiction to provide meals to the elderly. Include whether elderly participants will eat with the students, eat in a separate setting or be served at an off-premise location. Describe the type of meal offered, i.e., the regular school lunch, or special menu, etc. If also participating in the *federal* Title III Elderly Nutrition Program under a joint agreement, describe how the state and federal program will be coordinated at the local level. *Indicate if and how the program will be operated during summer months. The law stipulates that the Elderly Nutrition Improvement program may be offered in the elementary schools but must be offered in the junior and senior high schools. Exceptions may be granted by the State Superintendent. Give reasons in your plan if not offering the Elderly Program in all of the School Food Authority's junior and senior high schools.*

II. AGREEMENT

In order to effectuate the purposes of the Laws of Wisconsin, Section 115.345, and Wisconsin Act 269, the Department of Public Instruction of the State of Wisconsin, hereinafter referred to as the Department, and the above-named School Food Authority, hereinafter referred to as the School Food Authority, agree as follows:

THE DEPARTMENT AGREES THAT:

1. To the extent the funds are available, it shall reimburse the School Food Authority for meals served to authorized elderly citizens under the program. The allowable reimbursement rate shall be the amount of expenditures for food and production costs, **excluding** capital equipment costs and expenses incurred for delivery of food to individual homes, not to exceed 15 percent of the cost of the meal or 50 cents per meal, whichever is less. Reimbursement shall be paid only for state residents 60 years of age or more, or the spouse of any such person.
2. It shall promptly notify the School Food Authority in writing of any change in program requirements or in reimbursements.

THE SCHOOL FOOD AUTHORITY AGREES THAT:

It will supervise the Elderly Nutrition Improvement Program operations at the sites listed in Schedule A. It will adhere to all regulations issued by the Department in administration of the program and will require the participating schools to:

1. Operate a nonprofit Elderly Nutrition Improvement Program and use program income only for program purposes; provided, however, that such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations to existing buildings.
2. Provide at least one meal on each day that participating schools are in regular session.
3. Serve meals meeting the minimum requirements for the National School Lunch Program for grades 4-12.
4. Price the lunches served in the Elderly Nutrition Improvement Program as a unit.
5. Submit claims for reimbursement in accordance with procedures established by the Department.
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 codes.
7. Maintain necessary facilities for storing, preparing and serving food in compliance with directives issued by the Department and in compliance with the applicable state and local laws and codes.
8. Maintain as a part of the records of the district full and accurate records of the school's food service program including those set forth on page 3 and retain such records for a period of not less than three years after the end of the fiscal year to which they pertain. All income and expenditures concerning the operation of the Elderly Nutrition Improvement Program shall be entered in the records of the school district and shall be managed in the same manner as all other income and expenditures of the district. The receipts and expenditures shall be budgeted and processed as prescribed by the Wisconsin Elementary Secondary School Accounting System.
9. Limit its operating balance to a level consistent with program needs.
10. Upon request, make all accounts and records pertaining to the lunch program available to the Department for audit or administrative review at a reasonable time and place.
11. Make facilities available for service to the elderly persons in every high school and junior high school which provides food service to students, or in an acceptable manner as described in the Plan of Operation and approved by the Department.

Additionally, the School Food Authority assures the Department that it shall comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964, including any subsequent amendments issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United States shall, on the grounds of sex, race, religion, national origin, ancestry, creed, pregnancy, marital, or parental status,

sexual orientation or physical, mental, emotional or learning disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of the School Food Authority. The School Food Authority agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the Department. Should School Food Authority fail to comply with this assurance, the Department shall have the right to seek its enforcement by judicial or any other means authorized by law. State financial assistance is extended under this agreement in reliance on the representation made herein.

THE DEPARTMENT AND THE SCHOOL FOOD AUTHORITY MUTUALLY AGREE THAT:

1. Schedule A, listing sites approved by the Department, shall be made a part of this agreement.
2. Sites may be added to or deleted from Schedule A as need arises, and the references to Schedule A shall be deemed to include such schedule as supplemented and amended.
3. No member of or delegate to State Legislature 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.
4. For the purpose of this agreement, the following terms shall be construed to mean, respectively:
 - a. Cost of Meals Served: The cost of meals served shall include all allowable expenses incurred by the School Food Authority in the production, service and clean-up of meals served to authorized elderly persons, provided, that such costs shall **exclude** meal transportation expenses to a residence and capital outlay costs for, but not limited to, equipment purchase, acquisition of buildings and land, and facility alterations.
 - b. Fiscal Year: A period of twelve calendar months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year.
 - c. Nonprofit Elderly Nutrition Program: Food service meeting the criteria outlined within this application-agreement which the School Food Authority agrees to maintain for the benefit of elderly citizens, all of the income derived is used solely for the operation or improvement of such food services.
 - d. School: An educational unit of high school grade or under recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings.
 - e. School Food Authority: The governing body responsible for the administration of one or more public or nonprofit private schools of high school grade or under and which has the legal authority to operate a food program.
 - f. Authorized Elderly Citizen: State resident 60 years of age or more or the spouse of any such person.
5. The terms of this agreement shall not be modified or changed in any way other than by the consent in writing of both parties .
6. The Department may renew the agreement for each fiscal year thereafter by notice in writing given to the School Food Authority. In any event, however, this agreement may be terminated upon 10 days written notice on the part of either party, and the Department may terminate this agreement immediately after receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the School Food Authority except that any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

II. AGREEMENT (cont'd)

SCHOOL FOOD AUTHORITY <i>Personal Signature in Ink Required</i>	THE STATE OF WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION
Signature of Board President or Clerk (or Administrator for Nonpublic Schools)	Signature
➤	➤
Name <i>First and Last</i> (type or print)	Title
	Director, School Nutrition Team
Date Signed <i>Mo./Day/Yr.</i>	Date Signed <i>Mo./Day/Yr.</i>

RECORDKEEPING REQUIREMENTS

The school must keep full and accurate records of the lunch program to serve as a basis for reimbursement and for audit and review purposes. The records to be kept include the following:

1. **Lunch Service**
 - a. Daily number of lunches served to elderly citizens.
2. **Program Income** (Receipts)
 - a. From elderly citizens payments for lunches and/or payments from the County or Tribal Agency on Aging.
 - b. From state reimbursements.
 - c. From all other sources, including transfers from General Fund.
3. **Program Expenditures** (Supported by invoices, receipts, or other evidence of expenditures.)
 - a. For food.
 - b. For labor.
 - c. For all other expenditures, including transfers to General Fund.

ELDERLY NUTRITION PROGRAM SPONSORSHIP UNDER JOINT AGREEMENTS

When a School Food Authority which is approved to participate in the State Elderly Nutrition Improvement Program enters into a joint agreement with a County or Tribal Agency on Aging that provides services to the elderly under the federal Title III-C Program which includes making available a meal service, the School Food Authority remains the primary sponsor of the joint food service operation. The School Food Authority becomes the facilitator and provider of the overall elderly meal service under the State Elderly Nutrition Improvement Program contract. The School Food Authority is held accountable in accordance with the agreement. All meals served thereunder are eligible for the state payment of 15 percent of the cost of the meal or 50 cents per meal, whichever is less, plus the meal payment from the County or Tribal Agency on Aging which has been agreed upon in the joint agreement.

However, when a School Food Authority provides meals for the elderly under a "Competitive bidding" arrangement with the County or Tribal Agency on Aging, it sets itself up as a vendor and not a sponsor. The County or Tribal Agency on Aging is the primary sponsor. The County or Tribal Agency is not a party to the State Elderly Nutrition Improvement Program Contract, nor can it be. The respective contractual responsibilities of the Department and School Food Authority could not be carried out under such an arrangement. Therefore, under a bid/vendor arrangement the School Food Authority *is not eligible* to participate in the state Elderly Nutrition Improvement Program and to receive the cash payments. To permit the state payment to a School Food Authority wishing to enter into a Vendor contract puts commercial food service vendors at a disadvantage knowing they can be underbid by the amount of the state reimbursement.

It is a School Food Authority's prerogative to provide meals under a "vendor" arrangement directly with the County or Tribal Agency on Aging instead of going through the State Elderly Nutrition program as an alternative to meeting the nutritional needs of the elderly in their district. All income and expenditures thereto would be recorded directly in their Community Service Fund Account 80 or, in the case of the private schools, in an account separate from the federal School Lunch Program account. The Department would not be directly involved under such an arrangement and, as previously stated, no state funds could be paid for the meals served.

A School Food Authority may enter into an Elderly Nutrition Improvement Program contract with the Department for the meals served solely under that contract. For example, the School Food Authority could provide elderly meals at its schools and receive the state payment. Concurrently the School Food Authority could "sell" meals to the County or Tribal Agency on Aging for the federal elderly meal program. Those meals would not be eligible for the state meal payment. The School Food Authority would want to establish a selling price to recover the full meal cost.

SCHEDULE A

Participating Schools/Off Premise Sites	Check One		Program Dates		No. of days per week meals served	Estimated No. of Daily Participants
	School	Site	Open	Close		
1. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
2. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
3. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
4. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
5. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
6. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
7. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
8. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
9. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						
10. Name	<input type="checkbox"/>	<input type="checkbox"/>				
Address Street, City, ZIP						