Public Schools
and
Residential Child Care Institutions
(PES/RCC)

FOOD DISTRIBUTION PROGRAM
HANDBOOK
2016

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I. INTRODUCTION

The United States Department of Agriculture's (USDA) Food Distribution Program is a multipurpose program designed to improve the nutritional quality of the diets of people who participate in the program. In addition, it supports agriculture through price support and surplus removal programs. The foods are made available to designated state distributing agencies for distribution to eligible outlets such as school food authorities. The North Carolina Department of Agriculture and Consumer Services - Food Distribution Division (NCDA&CS-FDD) is one of these distributing agencies that orders food from USDA and arranges for the receipt, storage and distribution to school food authorities.

This handbook was created to provide descriptive on-site guidance for management in accordance with federal and state requirements, while participating in the Food Distribution Program.

II. REFERENCE MATERIALS

A. *USDA Regulations and Instructions*

The Food Distribution Program is authorized by the U.S. Congress through several pieces of legislation. The primary pieces of legislation which enable the various USDA Foods to be provided to institutions are:

- Section 6 of the National School Lunch Act, which mandates a per meal USDA Foods assistance rate for schools participating in the National School Lunch Program (NSLP);
- Section 32 of the Agricultural Act of 1935, which authorizes the purchase and distribution of perishable USDA Foods in order to remove surplus items and stabilize farm prices; and
- Section 416 of the Agricultural Act of 1949, which authorizes the purchase and distribution of USDA Foods for the purpose of supporting farm prices.

Regulations are developed and issued by USDA based upon provisions contained in the enabling legislation. Copies of pertinent regulations (e.g., Code of Federal Regulations 210, 250, 252) are available upon request from the NCDA&CS-FDD.

In addition to regulations, formal instructions and policy memoranda are issued to provide more detailed guidance in dealing with specific areas of the program.

The guidance contained in this handbook incorporates requirements for program administration identified in legislation, regulations, instructions, policy memoranda and guidance material on good management practices issued by both the federal and state offices.

B. *USDA Foods Specifications*

FNS Instruction 716-1, Revision 1, "USDA Foods Descriptions" contained "short" versions of the actual specifications used by the USDA to purchase foods for school food authorities. Copies of this instruction are available at the NCDA&CS-FDD upon request. Specifications identify the product characteristics in terms that are mutually understood by the purchaser (USDA) and the vendor.

Components of the specification may include:

1. Name of item

2. Quality or official grade

3. Kind, style and/or variety

4. Product composition

5. Special instructions

6. Conditions

7. Size of the product

8. Packaging and pack units

School food authorities and/or schools may be able to utilize these specifications in their procurement activities, although some products described may not be available on the commercial market to individual purchasers. The NCDA&CS-FDD will provide updates to the instruction as they are available.

The Food Distribution Division of USDA published a "Buy American" rule on July 21, 1988, implementing Section 3(h) of Public Law 100-237. The rule stipulates in 7 CFR Part 250.23 that when purchasing food products using Federal funds, recipient agencies (except those in the noncontiguous State and territories) shall, whenever possible, purchase only food products that are produced in the United States. The term "Food products produced in the United States" is defined as "An unmanufactured food product produced in the United States or a food product that is manufactured in the United States."

Exceptions to the "Buy American" requirement are allowed when: (1) the recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States; (2) products are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality; or (3) the cost of the domestic-produced food product is significantly higher than that of the foreign product.

C. *USDA Foods Information Sheets*

USDA Foods Information sheets are available for each USDA Foods item; each product information sheet provides the following information about the product:

1. Ingredients

2. Pack size including the number of units per case

3. Yield per unit (number of servings)
   (P.A. 1331 - Food Buying Guide for Child Nutrition Programs)

4. Usage suggestions

5. Storage guidelines

6. Nutritional composition

7. Preparation tips

8. Recipes

The NCDA&CS-FDD will provide product information sheets as new USDA Foods become available upon request, or you can download them from our web site www.ncagr.gov/fooddist/.

D. *USDA Standardized Recipes*

The standardized recipes produced by USDA for the school nutrition programs can be referred to for ideas on utilizing USDA Foods. These recipes are disseminated by the state Child Nutrition Program director's office.

III. ELIGIBILITY/AGREEMENTS

School food authorities are eligible to participate in the food distribution program if certain criteria are met. Those school food authorities that are eligible to participate are listed below:

"School" - an educational unit of high school grade or under operating under public or non-public ownership. The term "high school grade or under" includes' classes of primary or higher grade or when they are recognized as part of the educational system in the state, regardless of whether such pre-primary classes are conducted in a school having classes of primary or higher grade. Additionally, schools must be in compliance with civil rights requirements.

Refer to (Exhibit 1) for an example of the application/agreement for food distribution program participation.

IV. AVAILABLE USDA FOODS

Schools are eligible for a certain dollar level of USDA Foods assistance based on the number of lunches served during the year (July 1 through June 30) times the mandated rate of assistance. USDA Foods that are offered to school food authorities against the dollar amount of their Food Assessment Survey are considered entitlement foods. Other foods may be offered to school food authorities for which there is no charge to the school food authority's entitlement. <u>All foods are offered or made available on a use without waste basis, and should be used within six months of receipt</u>.

Some "Group A" items are occasionally offered as a limited bonus. Grain, oils, and dairy foods are "Group B", although some of these foods (mainly dairy products) may be classified in the bonus category.

The foods that USDA purchases may vary from time to time, depending on what food products are available. Because of the nutritional needs of participants in programs such as child nutrition, USDA purchases and makes available these types of foods.

USDA Foods generally available for the National School Lunch Program (NSLP) include frozen and canned meat and poultry; canned, fresh, and frozen fruits; vegetables and juices; dairy products; cereals and grains; vegetable oil and shortening; and peanut products.

USDA has been increasing the types of foods available for distribution.

All of the foods that USDA purchases must be certified by the USDA's inspection services to assure they meet established specifications. Specifications for the quality of the foods purchased are constantly updated. Recently, revised specifications have reduced the fat, sugar and salt contents of foods purchased. Updated specifications also improve the cooking quality of the USDA foods purchased.

V. ALLOCATIONS AND ORDERING

USDA Foods are ordered online through the NC Electronic Commodity Ordering System (NC ECOS).

A. *Determination of Dollar Levels*

Each year USDA provides the NCDA&CS-FDD a dollar level of entitlement. This entitlement is determined by multiplying the number of reimbursable lunches served by the USDA Foods assistance rate.

The per lunch entitlement is provided by Federal legislation. The computation for each school food authority is based upon the number of lunches served by each said agency. The number of lunches data is provided to food distribution by the North Carolina Department of public Instruction, Child Nutrition Section.

NOTE: Breakfast data is not included in this computation; however, USDA Foods may be used for this meal.

B. *Making Foods Available*

USDA Foods are purchased by USDA based on a number of factors such as: market conditions, the amount, types, and cost of foods available. Several activities occur at the state and local levels in the allocation process. These activities are discussed below:

1. **Acceptability Report**

   NCDA&CS-FDD will survey schools on new products to get their input on preferences.

2. **Inventory Reports**

   School food authorities are to document physical inventory on all foods monthly and keep on file for five (5) years.

C. *Ordering USDA Foods*

1. NC ECOS Ording

   NCDA&CS-FDD notifies school food authorities of due dates to enter USDA food orders into NC ECOS. As bonus items become available throughout the year, schools are notified by "NC ECOS Alerts" informing them to go into NC ECOS for the latest offerings.

2. **No Charge Foods** (***BONUS***)

   Foods that are declared "Bonus", will be offered to all recipient agencies. Agencies are notify by NC ECOS Alert e-mails from Division Director.

3. **Right to Refuse**

If the school food authority does not wish to receive the USDA Foods allocated, the school food authority may exercise their right to refuse. Please notify your respective warehouse immediately if you wish to refuse any USDA Foods.

VI. RECEIVING USDA FOODS

All USDA Foods are delivered to school food authorities from two (2) State-owned warehouses. The State warehouses receive all shipments into these facilities, stores and delivers these foods with no charge to school food authorities. However, it is permissible if a school system chooses to pick up their allocations from the State warehouses. (Exhibit 3)

General guidelines apply to school food authorities receiving USDA Foods:

A. NCDA&CS-FDD will allocate USDA Foods to the school food authority, generate an invoice (in triplicate) reflecting the USDA Foods, pack-size, storage code, dollar value and time/date of delivery. A copy of the invoice will be e-mailed to the recipient agency at least seven (7) days prior to the delivery date. (Recipient agencies will be notified by telephone or faxed when the need to deliver products does not allow invoices to be mailed seven (7) days in advance of delivery). The remaining two (2) copies of the invoice accompany the delivery.

B. When delivery is made, it is the responsibility of the receiving agency to unload products, verifying that the number of cases and pack-size matches the invoice, and inspect to insure the products are free from damage and in good condition. The receiving agency representative must sign for the products received and note any damaged or missing products on the invoice. The NCDA&CS-FDD driver will return the original signed copy to the warehouse. Damaged or refused foods should be returned on the truck to the warehouse with proper documentation noted on the driver's invoice. The receiving agency's invoice should match the driver's invoice. (Note: School food authorities will be charged for USDA Foods as reflected on the driver's invoice when returned to the warehouse).

VII. STORAGE

The storage of USDA Foods involves two major areas -- storage conditions and storage practices. School food authority employees should familiarize themselves with state health codes that may supersede these storage guidelines.

A. *Storage Conditions*

Storage conditions are those factors that must be considered in order to prevent the premature deterioration of USDA Foods.

1. **Temperatures**

a. To maintain quality, food must be stored at proper temperature. Storage food authorities should refer to the USDA Foods fact sheets for each USDA Foods and/or NCDA&CS-FDD delivery invoice notice. (Exhibit 4)

b. Temperatures in freezers, dry storage, and refrigerators/coolers should be checked and recorded on a daily basis and checked when known or potential power losses have occurred. (Exhibit 4) Recommended temperature are:

Freezer:	-10°F	to	0°F
Cooler:	35°F	to	45°F
Dry Storage:	50°F	to	70°F

2. **Air Circulation**

   a. Air circulation is important for frozen, chilled and dry storage.

   b. USDA Foods should be stacked on pallets or shelves with at least four inches wall and floor clearance and two feet ceiling clearance. Blowers should not be blocked by USDA Foods.

B. ***Storage Practices***

Storage practices are those daily activities which maintain the USDA Foods and storage area in good condition.

1. **First In, First Out (FIFO**)

   USDA Foods should be marked with receipt dates (MM/YY) and stacked so that the foods with the oldest pack dates are in front and are used first. USDA Foods may have the pack date or contract number on the case. **NOTE:** If food is taken out of the cases, it is recommended the can/containers be marked with the pack date and/or receipt date if pack dates unavailable.

2. **Stacking**

   a. Stacks should not be so high as to cause bursting or crushing of the bottom layers.

   b. All USDA Foods should be cross-stacked to keep the stack solid.

   c. USDA Foods should not be stacked near sources of steam or heat.

3. **Protection of USDA Food in Storage**

   a. USDA Foods should be checked regularly for signs of deterioration.

   b. Inspections should be made regularly for torn sacks and broken cartons.
   If food is contained in torn sacks or broken cartons, but is in good condition, it should be repacked; otherwise, it should be properly destroyed. (See Section IX Food Losses).

   c. Storage areas and freezers/coolers should be maintained in a clean and orderly manner.

   d. Monthly extermination treatments are recommended, however, more often if necessary.

   e. USDA Food should be stored away from pesticides, cleaning supplies and paper products.

   f. USDA Foods should be stored so that they are secure from theft.

   g. Refer to storage guide codes listed on delivery notice (Exhibit 3) or Facts about USDA Foods (FNS-251).

VIII. FOOD TRANSFERS

If a School Authority has USDA Foods on hand that are in excess of a six month's supply or if they are not being utilized, then they may transfer these foods to another eligible agency.

IX. FOOD LOSSES

Occasionally, school food authorities will experience losses of USDA foods which were received in good condition. Generally, such losses will be due to inventory adjustments or due to theft, damage, infestation or spoilage. Foods which go out of condition (damage, swollen cans and spoilage) frequently create sanitation problems. The NCDA&CS-FDD should be contacted immediately in such situations for guidance in dealing with the matter since inspection of the food by health authorities or representatives of the NCDA&CS-FDD, or USDA may be necessary. Losses of food, both purchased and USDA Foods are expensive, and care should be taken to prevent them. When losses occur, it is the responsibility of the school food authority to demonstrate that reasonable efforts were made to safeguard foods.

Disposal of Out-of-Condition Foods

1. Labels from cartons should be obliterated so that innocent people will not eat contaminated food.

2. Food should be adulterated so that it is no longer edible. For example, bleach should be poured on the food.

3. Food can also be taken to a landfill and buried or burned. The school food authority must witness disposition of foods and obtain a receipt from the landfill operator.

X. ACCOUNTABILITY AND UTILIZATION RECORDS

Food Accountability

It is no longer a requirement to identify the USDA Foods on a daily production record *or* to maintain a perpetual inventory.

1. USDA Foods may be co-mingled with purchased foods. It is no longer a requirement to store USDA Foods separately.

2. A monthly, physical inventory of all food (including USDA Foods and purchased products) in inventory **is** still required.

3. A June 30th year-end inventory is no longer required.

   Good inventory management procedures are necessary for the Food Distribution Program, just as they are for managing purchased foods. Inventory management is closely related to menu planning, ordering of foods, preventing excess inventory levels and detecting spoilage or other losses.

XI. PROCESSING

A processing agreement is a written document which authorizes a commercial food processor to convert USDA foods into more convenient forms. Such agreements assist school food authorities in maximizing USDA Foods, thereby contributing to the overall efficiency and effectiveness of their food service programs.

The concept of processing is that USDA Foods would be provided to a processor. The processor would produce approved end-products. The school food authority would obtain these processed products at a price reduced by the full value of the USDA foods.

Federal regulations permit school food authorities to enter into agreements with commercial companies to process any of the USDA foods available. While any school food authority may have its own agreement, such documents **must** conform to all Federal and State requirements and **must** be approved by the state distribution agency prior to providing any USDA Foods to the processor.

A. *Value Pass-Through Systems*

There are three basic systems used to ensure school food authorities are provided the full value of USDA Foods contained in approved end-products. These systems are known as *refund*, *Net off Invoice (NOI)*, and *fee-for-service*. The refund and NOI systems are generally used for Group B foods, whereas, fee-for-service is used for Group A foods.

A brief explanation of each system follows:

Refund - The school food authority purchases an approved end-product directly from the processor or from a distributor at the full (gross) agreed-upon price. The school food authority then applies for a refund for the value of USDA foods contained in the end-product as identified in the processing agreements. *Refund applications must be submitted within 30 days from date of purchase for state distribution agency processing agreements.* Date of purchase is considered to be the last day of the month in which purchase/delivery occurred.

Processors are required to make refunds promptly upon receipt of application. Funds received by school food authorities from the processors must be deposited in the school food service account. The cost of purchased food previously recorded should be reduced accordingly.

Net off Invoice - The school food authority purchases an approved end-product directly from the processor or from a distributor and is billed at a net price. The net price is determined by reducing the agreed-upon full (gross) price by an amount at least equal to the value of USDA foods contained in a case of approved end-product identified in the processing agreement. The billing procedure may be handled in two ways. First, the invoice would show the full price, the reduction for the value of USDA foods and the net price.

Under the other procedure, the invoice would show only the net price provided a bid or other written document is on file which clearly; indicates that the net price shown reflects that the proper value of USDA foods was used to reduce the full price.

Fee-For-Service - This method is actually a net-price system since it reflects what the processor will charge, exclusive of the value of USDA foods, to produce an end-product containing USDA foods.

End products obtained using this method are usually produced using USDA graders and/or inspectors who, as a minimum, certify that there was no diversion or substitution of the USDA foods.

The school food authority shall not pay a fee for service in excess of the maximum identified in the processing agreement.

B. ***End-Products Available***

The state distribution agency will provide to the school food authority at the beginning of the school year any relevant information concerning processing agreements approved by both the state distribution agency and USDA. The information will, at a minimum, include:

1. Name of processors
2. Description of the approved end-products and any identification codes.
3. USDA food(s) used in each end-product.
4. Refund or discount per case for each USDA food or, where appropriate, the fee for service.

C. ***Value of USDA Food***

The value of USDA food contained in a case of end-product is determined by multiplying the quantity of each USDA food by the established price per pound. This per-case amount is identified in the processing agreement on the end-product data schedule (EPDS) for each approved item and provided to school food authorities on the approved NCDA&CS-FDD/USDA approved process listing.

D. ***Procurement Standards***

When purchasing foods for use in food service programs, the school food authority must comply with Federal, State and local procurement standards. The primary purpose of these standards is to assure that open and free competition exists to the maximum extent possible. When the state distribution agency or USDA enters into an agreement with a company to process USDA food(s), this does not remove responsibility of the school food authority to comply with the procurement standards. The processing agreement permits the company to receive USDA foods to process into end-product, but it does not establish the price which the school food authority pays. The procurement procedures used by the school food authority should establish the price to be paid by the school food authority for all foods, including those end-products containing USDA foods. The school food authority, as purchaser, has the responsibility to evaluate prices received and to determine the successful bidder.

Prices for approved end-products containing USDA foods which will be purchased under the refund or discount systems should clearly state the full price (without USDA foods), the value of USDA foods, and the net price.

As part of the procurement activity, the school food authority should ensure that acquisition of an end-product containing USDA food is cost-effective. Determining cost effectiveness is a simple process but extremely important in demonstrating good management, and ensuring maximum benefits are obtained from the resources expended.

To determine if purchasing a particular end-product containing USDA foods is cost-effective, the school food authority should perform the following steps:

1. The value of USDA food contained in the end-product should be added to the cash (net) price to arrive at the **total cost** of the item.

2. Gross (without value of USDA food) prices for the same and comparable products being sold in the area should be obtained. (**NOTE**: Delivery charges and all other costs should be included.) Consideration should also be given to including the school food authority's cost to product the same item, if the school food authority actually has the capability for such production.

3. The total cost of the item being considered should be compared with the cost data obtained.

4. If the cost of the item (including the value of USDA food) being considered is approximately the same as others, then it could be considered cost-effective. However, if the total cost (including the value of USDA food) of the item being considered is significantly higher, then it is not cost-effective.

E. *Child Nutrition Labels*

The state distribution agency is requiring processors to obtain a child nutrition label for each end-product containing meat, poultry, fish or meat alternative such as cheese.

The child nutrition label must be affixed to each case of end-product. It is the responsibility of the school food authority to notify the state distribution agency before accepting any end-products containing meat, poultry, fish or meat alternate that do not have the child nutrition label affixed to the case.

For identification purposes, each end-product approved by the state distribution agency that requires a child nutrition label will have a number on it. This code will be shown on the list sent to the school food authority by; the state distribution agency. Either the child nutrition label number or the product identification code must be shown on the refund applications submitted by the school food authority.

XII. TRAINING

School food authorities should have a training program for local staff on all program and regulatory areas. Training should provide for consistent, standardized program interpretation and implementation as well as help to ensure that USDA Foods are handled and utilized properly. The NCDA&CS-FDD field staff is available to conduct training upon request.

XIII. MONITORING

The NCDA&CS-FDD will review all program areas such as record keeping, inventory management, storage procedures and practices and utilization of USDA foods and food processing. Civil rights compliance and complaint procedures will be included in the review process (See Exhibit 6). Representatives of USDA may also review and/or audit your program.

XIV. CIVIL RIGHTS COMPLAINTS

Any Civil Rights Complaint should be filed with the NC Department of Public Instruction.

XV. STATE FOOD DISTRIBUTION ADVISORY COUNCIL/USDA FOODS ACCEPTABILITY SURVEY

Council members are appointed by the FDD Director for three-year staggered terms and must represent a variety of schools and administrative levels. The Food Distribution Program director is a member of the committee, but is a non-voting member.

Activities of the council are vital links in the State Information network. Recommendations by the council have often resulted in documented program improvements. It is important for school food authorities to maintain a close working relationship with the council in order to transfer information and suggestions.

XVI. THE SCHOOL ROLE IN A DISASTER

Hurricanes, tornadoes, floods, chemical spills, and other disasters may generate a need for congregate (mass) feeding. Irrespective of the type of disaster, the response from USDA, States, and school food authorities will remain the same. (Exhibit 7)

Any food by USDA to school food authorities can be used in disaster feeding. Recognizing the emergency and the need to feed people, school food authorities and other outlets having USDA Food must cooperate fully and make these foods available to groups involved in disaster feeding activities.

The American Red Cross is the primary disaster organization, but USDA, directly and through school food authorities, will provide foods to any recognized agency equipped to serve disaster victims. The Salvation Army, many religious denominations, civic organizations, unions and others are able to provide food preparation for congregate service.

USDA has no foods specifically designated for disaster feeding and must depend on foods in State warehouses, commercial distributors and/or warehouses, and at the school food authority. USDA foods are not always available in quantity to fill all needs, but they do provide a good supplement to those provided by the disaster agency.

A specific school may be designated as a shelter. There are many considerations that enter into this selection including size, available facilities, safety factors, protection from storm surge and others.

In most cases, the Red Cross or other disaster organizations will provide a trained shelter manager and personnel to operate the kitchen and food service facility. If school food service personnel help in the feeding operation, funds are usually available from local, State, Federal and disaster organizations to reimburse their wages.

Accurate records must be kept by the school food authority of all foods provided or used for disaster feeding purposes. Signed receipts should be obtained for all foods transferred to disaster feeding organizations. The school food authority will be asked to provide verbal information on foods used/transferred and numbers of people fed, (if it is doing the feeding) on an immediate basis. As soon as the disaster is over, the school food authority is to send final and total information to the NCDA&CS-FDD. Prompt reporting will allow USDA to replace the foods provided or used with the same or other desirable foods.

In disaster situations, NCDA&CS-FDD are authorized to release any foods in schools, other recipient

agencies, or other storage locations (for congregate feeding activities). NCDA&CS-FDD may release these items without prior approval from USDA.

Any other use of USDA Foods for disaster feeding must have prior approval from USDA.

XVII. FOOD ALERTS

In spite of quality controls and inspections, products which may be suspected to cause a potential health hazard sometimes find their way into the marketplace. Full cooperation is necessary at all levels (Federal, State, and Local) to identify and hold suspected products. As soon as the USDA Regional Office is notified of a food alert, NCDA&CS-FDD representatives will contact each school food authority with details and instructions.

When the food alert is over, the Food Distribution Division will contact the school food authority as to the proper steps to be taken with USDA Foods.

XVIII. FOOD COMPLAINTS

In the food business, every company will occasionally have complaints regarding their products. This is also true with USDA Foods. If a school food authority experiences problems with USDA Foods such as a packaging problem (rusty cans, bags not sealed properly), foreign objects in the food, poor quality/texture of food, then NCDA&CS-FDD should be contacted immediately. Before the NCDA&CS-FDD is contacted, the school food authority should gather all available information concerning the problem such as: name of the USDA Food product, nature of the complaint, number of cases/bags**,** pack date, contract number, total number cases in inventory, packer's name, and NCDA&CS-FDD invoice number.

The food in question should be placed on hold until it can be inspected and/or a decision made as to what action is to be taken.

Depending upon the circumstances, and quantities involved every effort will be made to replace the food or provide reimbursement for the food.

XIX. COMMERCIAL LABELING

USDA Foods, at the discretion of the vendor, *may have a commercial label.* This means USDA Foods are no longer distinguishable and easily recognizable from purchased products.

XX. SUMMARY OF COMMERCIAL LABEL REQUIREMENTS / INFORMATION

A. A USDA food loss will be treated as a purchased food loss.

B. USDA foods can be used in disaster feeding. The number of meals served and the dollar value of foods used in the shelter that are like food items must be reported to NCDA&CS-FDD (Butner Office).

C. It is no longer a requirement to record USDA foods on a daily production record.

D. A single audit concerning usage of USDA foods is no longer required.

E. A June 30th year-end inventory is no longer required.

F. Agencies that use a commercial warehouse can co-mingle USDA foods with purchased foods.

G. NCDA&CS-FDD Field Representatives will continue to review schools. If a school system is co-mingling USDA foods with purchased foods, USDA foods will not be tracked in your system. In cases where field representatives find USDA foods that are out-of date, or if the product's shelf life has expired, it will be recommended that those foods be disposed of properly. A letter of corrective action will be required (addressed to the Butner Office), explaining the situation and what measures will be taken to solve the problem and prevent it from occurring again.

H. NCDA&CS-FDD highly recommends that schools write the *receipt date* on all USDA foods to help with first in, first out.

J. A monthly, physical inventory will still be required for all foods (USDA foods and purchased food).

EXHIBITS

Exhibit 1	Agreement Covering USDA Foods (Permanent)
Exhibit 2	209
Exhibit 3	NCDA&CS FDD Invoice
Exhibit 4	Food Storage Temperature Chart
Exhibit 5	Record of Transfer
Exhibit 6	Administrative Review Report
Exhibit 7	American Red Cross Sample Agreement for use of USDA Foods
Exhibit 8	Complaint form for reporting complaints on USDA Foods

Exhibit 1

NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
PO Box 659
Butner, NC 27509-0659

AGREEMENT COVERING USDA FOODS
PERMANENT

The _____ (hereinafter referred to as the Recipient Agency) in consideration of approval by the North Carolina Department of Agriculture and Consumer Services-Food Distribution Division (hereinafter referred to as NCDA&CS-FDD) of its application for food by the United States Department of Agriculture (hereinafter referred to as USDA) covenants and agrees to the terms and conditions herein set forth.

The Recipient Agency is sponsoring a nonprofit school lunch program serving lunches to students of high school grade and under.

The Recipient Agency being the authority having supervision and control over the operation of this recipient group will supervise the storage, handling, and use of all USDA foods received in such a manner as will insure compliance with the following terms and conditions of this agreement:

TERMS AND CONDITIONS

1. Quantities Requested: USDA foods will be requested and accepted only in such quantities as can be properly stored and fully utilized.

2. Allocations: The NCDA&CS-FDD will notify the Recipient Agency of the availability of any USDA foods and will specify any special terms and conditions of donation that are attached to a particular food in addition to the general terms and conditions set forth herein. The Recipient Agency agrees to abide by such additional terms and conditions as are specified. USDA foods will be delivered in accordance with the requested schedules whenever possible. However, the NCDA&CS-FDD shall not be held responsible for delays or non delivery of any USDA foods regardless of cause.

3. Use of USDA Foods: USDA foods will be used solely for the benefit of those persons served or assisted by the Recipient Agency and will under no circumstances be sold, exchanged, traded, used for the payment of services, or otherwise disposed of without prior written approval of the NCDA&CS-FDD. Transfer of USDA foods will be effected only upon instructions of the NCDA&CS-FDD excepting for the transfer of foods between schools under the supervision of this Recipient Agency.

Home Economics Departments in schools receiving Section 32 and Section 416 USDA foods may use such foods in training students in home economics.

4. Distributions: USDA foods shall be distributed only to approved schools. The Recipient Agency shall limit the distribution of Section 6a USDA foods to those schools participating in the National School Lunch Program. The amount of USDA foods distributed to each school in the unit shall be determined by the Recipient Agency.

5. Availability for Demonstration and Test Purposes: The Recipient Agency shall request written approval from the NCDA&CS-FDD before using a quantity of any USDA food in conducting an experiment, test, or workshop demonstration, or for transfer to a bona fide experimental or testing agency for such usages.

6. Redonation: When a Recipient Agency has USDA foods on hand which it cannot effectively utilize within the specified period of use, it shall immediately notify the NCDA&CS-FDD, which will issue instructions for disposition of USDA foods. The Recipient Agency agrees to release any or all USDA foods to NCDA&CS-FDD in case of a state of emergency of any kind declared by the Governor of North Carolina, or Federal Authorities.

7. Improper Distribution or Loss of or Damage to USDA Foods: If the Recipient Agency improperly distributes or uses any USDA foods or causes loss of or damage to a USDA foods through its failure to provide proper storage, care, or handling, it shall pay to the NCDA&CS-FDD a sum equal to the value of any USDA foods lost. At its option, the NCDA&CS-FDD may permit the

Recipient Agency to replace the USDA foods. Upon the happening of any event creating a claim in favor of the Recipient Agency against a warehouseman, carrier, or other person, for the loss of or damage to a USDA foods, the Recipient Agency shall take all action necessary to obtain restitution. All amounts collected by such action shall be used to purchase similar foods. Subdistributing agencies and recipient agencies have and preserve a right to assert claims against other persons to whom the USDA foods are delivered for care, handling or distribution, and 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, USDA foods.

8. Disposition of Damaged or Out of Condition USDA Foods: If USDA foods are found to be damaged or out of condition, or unusable for other reasons, the Recipient Agency shall submit a complete report to the NCDA&CS-FDD covering the conditions relative to such USDA foods and shall dispose of such foods in accordance with instructions received from the NCDA&CS-FDD.

9. Processing and Labeling of USDA Foods: The Recipient Agency may employ commercial or institutional facilities approved by NCDA&CS-FDD, to process USDA foods, converting them into different end products or by repackaging them.

10. Use of Funds Accruing in Operation of the Program: Funds accruing from the sale of containers, salvage USDA foods, distribution charges, or recoveries from loss or damage claims shall be used only for the payment of expenses of the USDA foods Distribution Program including transportation, storage, and handling of USDA foods, and other administrative expenses. If excess funds accumulate, such funds shall be used to purchase additional food or shall be paid to the NCDA&CS-FDD. A separate account will be maintained showing all receipts and disbursements from such funds and a complete accounting will be made to NCDA&CS-FDD annually.

11. Personnel: The Recipient Agency shall provide adequate personnel including supervisory personnel to review program operations in schools and to distribute the USDA foods in accordance with terms and conditions of this agreement. Facilities shall be provided by the Recipient Agency for properly handling, storing, and distribution USDA foods so as to safeguard against the theft, spoilage, and other loss.

12. Receipt of USDA Foods: The Recipient Agency shall be responsible for adequate personnel of off-load USDA foods deliveries from NCDA&CS-FDD trucks. The local agency will also be responsible for the return of NCDA&CS-FDD pallets to their respective warehouses.

13. Commercial Distributors: If the Recipient Agency employs a commercial distributor to store and/or distribute its USDA foods, there must be a written contract between the two parties. The NCDA&CS-FDD will furnish instructions and requirements of this contract upon request.

14. Employment of Food Service Management Companies: The Recipient Agency agrees not to employ the services of a Food Service Management Company unless the contract with such a company is approved by the NCDA&CS-FDD. The NCDA&CS-FDD will furnish instructions and minimum contract requirements upon request of the Recipient Agency.

15. Records and Reports: Accurate records will be maintained for a period of not less than three (3) years following the close of the fiscal year to which they pertain. These records shall contain information pertaining to all transactions relating to the receipt, disposal, and use of USDA foods and with respect to receipts and disbursements of funds arising from the operation of the Distribution program. The Recipient Agency shall submit such receipts, inventory reports, and other reports covering distribution operations at such time and in such form as may be required by the NCDA&CS-FDD.

16. Right of Inspection and Audit: Representatives of USDA or the NCDA&CS-FDD may inspect USDA foods in storage or the facilities used in the handling or storage of such USDA foods and may inspect and audit all records including financial records and reports pertaining to the distribution of USDA foods and may review or audit the procedures and methods used in carrying out the requirements of this part at any reasonable time and place.

All parties to the agreement shall adhere to CFR Title 2, Part 200: Any Grantee that receives $750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Federal Clearing House. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

17. Nondiscrimination: 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.

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 which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such a sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by the department. This includes any Federal agreement, arrangement, or other contract which has one of its purposes the provision of assistance such as 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 Recipient Agency 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 distributing agency or, where applicable, Recipient Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

18. Termination or Cancellation: Either agency may terminate this agreement by giving thirty (30) days notice in writing to the other party. If the Recipient Agency fails to comply with the following provisions of this agreement or to return any reports or inventories or procedures issued in connection with or any agreement entered on pursuant hereto, the NCDA&CS-FDD may at its discretion, disqualify the Recipient Agency from further participation in any Distribution Program. The NCDA&CS-FDD may cancel this agreement immediately upon receipt of evidence that the terms and conditions hereof have not been fully complied with by the Recipient Agency, 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. Subject to such notice of termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of the NCDA&CS-FDD, either (a) to make distribution of remaining inventories of USDA foods in accordance with provision of this agreement, or (b) to return such inventories to the NCDA&CS-FDD and to transmit such records and reports as are required by the NCDA&CS-FDD to record final disposition of such inventories.

The aforementioned terms and conditions agreed to for this agency.

_____ (Board of Education of Other Sponsor)	_____ (PO Box or Street No.)
_____ (Signature or Authorized Representative)	_____ (City) _____ (Zip)
_____ (Type or Print Here the Above Signature)	_____ (Title)
_____ (Name of Administrative Unit)	_____ (Code No.)
_____ (PO Box or Street No.)	_____ (Date)
_____ (City) _____ (Zip)	_____ (County) _(____)_____ (Telephone)
	_____ (Extension Number)
	_(____)_____ (Fax)
	_____ (E-mail address)

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FOR STATE USE ONLY

Approved and certified for the period beginning _____ and continuing until terminated.
(Date)

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
Butner, North Carolina

_____ (Signature of Director, Food Distribution Division)	_____ (Date)

North Carolina Department of Agriculture
Food Distribution Division
USDA Foods Allocated and Received

7/1/2015 - 6/30/2016

07800000SCH (1386)
PUBLIC SCH OF ROBESON COUNTY
PO DRAWER 2909
LUMBERTON, NC 28359

USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date
~~** Peaches Cup Frz~~	~~100241~~			~~-0.00~~	~~-100~~	
~~** Peaches Cup Frz~~	~~100241~~			~~-0.00~~	~~-100~~	
~~** Turkey Roast~~	~~100125~~			~~-0.00~~	~~-68~~	
~~** Turkey Roast~~	~~100125~~			~~-0.00~~	~~-82~~	
~~** Turkey Roast~~	~~100125~~			~~-0.00~~	~~-100~~	
~~** Turkey Roast~~	~~100125~~			~~-0.00~~	~~-24~~	
~~** Turkey Roast~~	~~100125~~			~~-0.00~~	~~-100~~	
~~** Turkey Roast~~	~~100125~~			~~-0.00~~	~~-76~~	
~~** Turkey Breast Deli Frz~~	~~100121~~			~~-0.00~~	~~-112~~	
~~** Turkey Breast Deli Frz~~	~~100121~~			~~-0.00~~	~~-100~~	
~~** Turkey Breast Deli Frz~~	~~100121~~			~~-0.00~~	~~-50~~	
~~** Turkey Breast Deli Frz~~	~~100121~~			~~-0.00~~	~~-200~~	
~~** Turkey Breast Deli Frz~~	~~100121~~			~~-0.00~~	~~-38~~	
Cheese Ched RDU Fat Yel Shred	100012			9,930.00	150	12/29/2015
Blueberries Wild	100243			3,668.00	100	01/29/2016
Peaches Cl Diced	100220			5,451.00	150	01/29/2016
Pears, Diced	100225			4,977.00	150	01/29/2016
AppleSauce unsweetened	110541			3,422.00	200	01/29/2016
Beans Pinto	100365	ON INVC		2,153.54	158	02/03/2016
Apple Slices	100206	ON INVC		3,941.07	147	02/03/2016
Peaches Cl Diced	100220	ON INVC		1,823.00	50	02/03/2016
Mixed Fruit Canned,Extra Light Syrup	100212	ON INVC		3,592.00	100	02/03/2016
AppleSauce unsweetened	110541	ON INVC		2,746.69	151	02/03/2016
Cheese Blend Amer Skm Yel Slc	100036	ON INVC		13,641.11	287	02/03/2016
Beans Green	100307			4,719.00	300	02/14/2016
Beans Veg	100364			2,634.00	200	02/14/2016
Potatoes Oven Fry	100357			4,557.00	300	02/14/2016
Strawberries Slc Frz	100254			8,899.50	255	02/14/2016
Peaches Cl Diced	100220			10,356.90	285	02/14/2016
Peaches Cup Frz	100241			6,330.00	150	02/14/2016
Pears, Diced	100225			9,954.00	300	02/14/2016
Mixed Fruit Canned,Extra Light Syrup	100212			8,980.00	250	02/14/2016
Chicken Cutup Frz	100098			12,188.75	350	02/14/2016
Pork Ham W Trad Cubed Frz	100188			10,968.00	150	02/14/2016
Rice Brn US # 1 Long Grain Parboiled	100500			1,191.00	50	02/14/2016
BEEF SPP PTY 85/15 FRZ 2.0 MMA	110348			7,667.00	100	02/29/2016
Apple Slices	100206			2,681.00	100	02/29/2016
Peaches Cling Slc	100219			3,614.11	100	02/29/2016
Pears, Diced	100225			3,296.99	100	02/29/2016
Mixed Fruit Canned,Extra Light Syrup	100212			5,379.00	150	02/29/2016
Raisins Box 144	100293			2,647.50	150	02/29/2016

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PUBLIC SCH OF ROBESON COUNTY
PO DRAWER 2909
LUMBERTON, NC 28359

USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date
Chicken Diced	100101			15,940.80	190	02/29/2016
AppleSauce unsweetened	110541			3,422.00	200	02/29/2016
Chix Fajita Strips	100117			6,822.00	150	02/29/2016
Turkey Taco Filling	100119			12,907.50	250	02/29/2016
Pork Ham water Ad Slc Frz	100187			14,524.00	200	02/29/2016
Cheese Ched RDU Fat Yel Shred	100012			5,748.00	100	02/29/2016
Beans Green	100307			2,394.00	150	03/14/2016
Peaches Cl Diced	100220			11,324.25	315	03/14/2016
BEEF SPP PTY 85/15 FRZ 2.0 MMA	110348			9,200.40	120	03/29/2016
Beans Veg	100364			1,317.00	100	03/29/2016
Apple Slices	100206			2,681.00	100	03/29/2016
Blueberries Wild	100243			5,502.00	150	03/29/2016
Peaches Cling Slc	100219			7,191.50	200	03/29/2016
Peaches Cl Diced	100220			3,646.00	100	03/29/2016
Pears, Diced	100225			6,594.00	200	03/29/2016
Mixed Fruit Canned,Extra Light Syrup	100212			20,058.50	550	03/29/2016
Cheese Moz LM PT SKM String Box	110396			1,791.00	30	04/14/2016
Beans Veg	100364			2,634.00	200	04/29/2016
Turkey Taco Filling	100119			10,451.70	210	04/29/2016
Beef Fine Ground FRZ	100158			17,062.00	200	04/29/2016
Chicken Oven Roasted Frz 8 pc ctn	110080			20,913.00	300	06/14/2016
Chicken Diced	100101	104911	100	9,854.00		08/04/2015
Beef Fine Ground FRZ	100158	104911	465	56,739.30		08/04/2015
Beans Veg	100364	104976	150	2,077.50		08/14/2015
Cheese Blend Amer Skm Yel Slc	100036	105155	170	8,080.10		08/14/2015
Pears, Diced	100225	105156	250	8,195.00		08/14/2015
Turkey Taco Filling	100119	105158	250	11,930.00		08/14/2015
Pork Ham Water Frz	100184	105158	50	2,712.50		08/14/2015
BEEF SPP PTY 85/15 FRZ 2.0 MMA	110348	104995	175	16,605.75		08/20/2015
Pork Ham Water Frz	100184	105477	300	16,275.00		09/03/2015
Cheese Ched RDU Fat Yel Shred	100012	105478	100	6,161.00		09/03/2015
Applesauce Cup	110361	105479	100	1,794.00		09/03/2015
Mixed Fruit Canned,Extra Light Syrup	100212	105479	200	7,664.00		09/03/2015
Cherries Frz IQF	100237	106231	90	3,146.40		10/06/2015
Blueberry Cult	100244	106231	140	3,728.20		10/06/2015
Strawberries Slc Frz	100254	106231	225	7,627.50		10/06/2015
Eggs Whole Frz	100046	106231	61	5,564.42		10/06/2015
Beef Fine Ground FRZ	100158	106231	500	60,485.00		10/06/2015
BEEF SPP PTY 85/15 FRZ 2.0 MMA	110348	106452	245	22,772.75		10/16/2015
Chicken Strips Frz Ctn	110462	106452	150	11,881.50		10/16/2015
Chicken Cutup Frz	100098	106452	300	12,756.00		10/16/2015
Pork Ham W Trad Cubed Frz	100188	106452	132	9,651.84		10/16/2015
Beans Green	100307	106453	98	1,484.70		10/22/2015
Beans Veg	100364	106453	100	1,385.00		10/22/2015
Cherries Red Tarted Pitted	100228	106453	130	3,611.40		10/22/2015
Pears Halves	100226	106453	250	8,405.00		10/22/2015
Pears, Diced	100225	106453	17	544.51		10/22/2015
Raisins Box 144	100293	106453	150	2,703.00		10/22/2015
Cheese Blend Amer Skm Yel Slc	100036	106453	65	3,312.40		10/22/2015
Rice Brn US # 1 Long Grain Parboiled	100500	106453	49	1,167.18		10/22/2015
Strawberries Slc Frz	100254	106875	370	13,308.90		11/05/2015
Peaches Cup Frz	100241	106875	200	7,356.00		11/05/2015

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PUBLIC SCH OF ROBESON COUNTY
PO DRAWER 2909
LUMBERTON, NC 28359

USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date
Chix Fajita Strips	100117	106875	100	4,974.00		11/05/2015
Pork Ham water Ad Slc Frz	100187	106875	200	14,524.00		11/05/2015
Pork Ham W Trad Cubed Frz	100188	106875	18	1,316.16		11/05/2015
Chicken Cutup Frz	100098	107297	88	3,741.76		11/12/2015
Chicken Diced	100101	107297	240	21,722.40		11/12/2015
Chix Fajita Strips	100117	107297	200	9,948.00		11/12/2015
Turkey Taco Filling	100119	107297	100	4,827.00		11/12/2015
Beef Fine Ground FRZ	100158	107297	75	9,072.75		11/12/2015
Beef Fine Ground FRZ	100158	107489	5	608.50		11/12/2015
Potatoes Oven Fry	100357	107493	300	5,082.00		11/17/2015
Chicken Diced	100101	107493	150	13,576.50		11/17/2015
Beef Fine Ground FRZ	100158	107493	419	50,992.30		11/17/2015
Beans Green	100307	107299	2	30.30		11/18/2015
Peaches Cl Diced	100220	107299	190	6,904.60		11/18/2015
Pears, Diced	100225	107299	333	10,759.23		11/18/2015
AppleSauce unsweetened	110541	107299	149	2,710.31		11/18/2015
Cheese Blend Amer Skm Yel Slc	100036	107299	135	6,207.30		11/18/2015
Rice Brn US # 1 Long Grain Parboiled	100500	107299	1	23.82		11/18/2015
Beans Green	100307	108109	32	500.80		12/11/2015
Beans Pinto	100365	108109	42	569.52		12/11/2015
Beans Veg	100364	108109	100	1,365.00		12/11/2015
Apple Slices	100206	108109	100	2,919.00		12/11/2015
Peaches Cl Diced	100220	108109	110	3,997.40		12/11/2015
Cheese Ched RDU Fat Yel Shred	100012	108110	1	60.74		12/11/2015
Cheese Blend Amer Skm Yel Slc	100036	108110	3	142.59		12/11/2015
Apple Slices	100206	108111	3	80.43		12/11/2015
Peaches Cl Diced	100220	108111	140	4,565.40		12/11/2015
BEEF SPP PTY 85/15 FRZ 2.0 MMA	110348	108340	55	5,112.25		01/05/2016
Strawberry Cup	100256	108340	200	9,124.00		01/05/2016
Chicken Oven Roasted Frz 8 pc ctn	110080	108340	200	14,136.00		01/05/2016
Chicken Cutup Frz	100098	108340	262	9,877.40		01/05/2016
Beef Fine Ground FRZ	100158	108340	1	121.70		01/05/2016
Pork Ham Water Frz	100184	108340	50	2,712.50		01/05/2016
Cheese Ched RDU Fat Yel Shred	100012	108324	149	9,050.26		01/07/2016
Cheese Blend Amer Skm Yel Slc	100036	108324	110	5,795.90		01/07/2016
Beans Green	100307	108325	243	3,802.95		01/07/2016
Applesauce Cup	110361	108325	200	3,046.00		01/07/2016
Peaches Cl Diced	100220	108325	60	1,956.60		01/07/2016
Pears, Diced	100225	108325	100	3,203.00		01/07/2016
Blueberry Cult	100244	108627	200	6,600.00		01/14/2016
Chix Fajita Strips	100117	108627	300	14,922.00		01/14/2016
Pork Ham Water Frz	100184	108627	300	16,275.00		01/14/2016
Mixed Fruit Canned,Extra Light Syrup	100212	108629	250	8,980.00		01/14/2016
BEEF SPP PTY 85/15 FRZ 2.0 MMA	110348	109078	300	23,355.00		02/03/2016
Beef Fine Ground FRZ	100158	109078	500	44,845.00		02/03/2016
				1,036,651.03		

07800000SCH (1386)
PUBLIC SCH OF ROBESON COUNTY
PO DRAWER 2909
LUMBERTON, NC 28359

USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date

Summary Information

	Beginning Entitlement	DOD Entitlement	Entitlement Adjustments	Net Entitlement		No Charge Transactions		Total Entitlement
$ Entitlement	$1,041,106.13	$0.00	$0.00	$1,041,106.13				
$ Planned				$343,533.81	+	$0.00	=	**$343,533.81**
$ Received		$0.00		$693,117.22	+	$0.00	=	**$693,117.22**
$ Remaining		**$0.00**		**$4,455.10**		**Grand Total:**		**$1,036,651.03**

(Remaining to Spend)

07800000SCH (1386)
PUBLIC SCH OF ROBESON COUNTY
PO DRAWER 2909
LUMBERTON, NC 28359

USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date

**** Item has been canceled due to a canceled USDA order or at the agency's request.**

For agencies participating in the DOD program:
The figure reported in the "DOD Entitlement Received" column is currently pending confirmation from DOD. Please check the DOD received amount against your records and contact DOD representative Ken Wilmoth at 804-695-9136 if your records don't match the figure reported on the 209.

How to read the report: Allocations with an "ON INVC" designation are in the process of being invoiced and shipped to the RA. Ship dates listed for these items are still estimates, but the "ON INVC" usually means the shipment will take place soon.
Allocations with quantities listed in the "Planned" column are items FDD anticipates you will receive during the state fiscal year. Allocations already received by the RA will have an invoice number printed next to the commodity code, and the amount received will appear under the "Quantity Received" column.

"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov
.
Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."

North Carolina Department of Agriculture

NC Dept of Agr - BUTNER (919) 575-4490

January 11, 2016

Truckload: 2,771
Tractor: _____
Trailer: _____

RA Code: 0-042-10-000-SCH

Route: 19

Invoice Number: B-108435 (reprint)
Delivery Date: 01/11/2016
Delivery Time: 08:00 AM

Recipient Agency

CHILD NUTRITION DIRECTOR
ROANOKE RAPIDS GRADED SCH DIST
536 HAMILTON STREET
ROANOKE RAPID, NC 27870
(252) 519-7120

Food will be shipped to

CHILD NUTRITION DIRECTOR
ROANOKE RAPIDS GRADED SCH DIST
536 HAMILTON STREET
ROANOKE RAPID, NC 27870
(252) 519-7120

The following allocation of food is made to your agency. Carefully check the shipment to insure that the USDA Foods indicated are all received in good condition. Any shortage or damage must be indicated on all copies of the allocation and acknowledged by the NCDA representative.

Units	Material #	Commodity	Storage Code	Unit-Size	Unit Value	Total Value
30	100219	Peaches Cling Slc	1	6/#10 Can	35.95	1,078.50
10	100225	Pears, Diced	1	6/#10 Can	33.18	331.80
50	110161	Fruit Mix Dried	1	5/5 lb pkg	63.62	3,181.00
25	110361	Applesauce Cup	1	96/4.5	15.23	380.75
2	110396	Cheese Moz LM PT SKM String Box	2	360/1 oz	59.63	119.26

Entitlement Value **$5,091.31** **No Charge Value** **$0.00** **= Total Value:** **$5,091.31**

_____ Pallets Delivered _____ Pallets Received in Exchange **Total Weight:** **3,860 LBS**

Stock Clerk: _____ Driver: _____

The shipment of food listed above has been requested and received in full and in good condition, except as may be noted under remarks.

Date: _____ **Authorized Agent:** _____
(signature required)

Remarks (Damages, Shortages, etc.)

Storage Codes: 1 = Dry Goods 2 = Refrigerated 3 = 0 degree F or below

Date Printed: 03/04/2016

North Carolina Department of Agriculture

NC Dept of Agr - BUTNER (919) 575-4490

January 12, 2016

Truckload: 2,771
Tractor: _____
Trailer: _____

INVOICE - FARM TO SCHOOL PRODUCE

NOTE: Schools must send payment for this produce no later than 30 days from Delivery Date.
Mail check to NCDA&CS, Food Distribution Division, P.O.Box 659 Butner, NC 27509-0659
Attn: Carolyn Murray **Our Tax ID is 56-6000732**

RA Code: 0-042-10-000-SCH

Route: 19

Invoice Number: B-108423 (reprint)
Delivery Date: 01/11/2016
Delivery Time: 08:00 AM

Recipient Agency

CHILD NUTRITION DIRECTOR
ROANOKE RAPIDS GRADED SCH DIST
536 HAMILTON STREET
ROANOKE RAPID, NC 27870
(252) 519-7120

Food will be shipped to

CHILD NUTRITION DIRECTOR
ROANOKE RAPIDS GRADED SCH DIST
536 HAMILTON STREET
ROANOKE RAPID, NC 27870
(252) 519-7120

The following allocation of food is made to your agency. Carefully check the shipment to insure that the USDA Foods indicated are all received in good condition. Any shortage or damage must be indicated on all copies of the allocation and acknowledged by the NCDA representative.

Units	Material #	Commodity	Storage Code	Unit-Size	Unit Value	Total Value
14	S017B	Apple Slices	2	100/2 Oz. Bags	23.85	333.90
12	S037B	Sweet Potatoes - No.1	2	8-12 ounce, 65-70 Cou	18.00	216.00
						$549.90

_____ Pallets Delivered _____ Pallets Received in Exchange **Total Weight:** **690 LBS**

Stock Clerk: _____ Driver: _____

Signature of the Authorized Agent below indicates acceptance of this delivery of food without reservation or contingency. The Authorized Agent accepts this delivery as complete and final and acknowledges full satisfaction with regard to this shipment.

Date: _____ **Authorized Agent:** _____
(signature required)

Remarks (Damages, Shortages, etc.)

Storage Codes: 1 = Dry Goods 2 = Refrigerated 3 = 0 degree F or below

Date Printed: 03/04/2016

NCD-90
9/10

Exhibit 4

Food Storage
Temperature Chart

Agency _____

Dry Storage Area - Recommended Temperature	50ºF - 70ºF
Cooler Storage Area - Recommended Temperature	35ºF - 45ºF
Freezer Storage Area - Recommended Temperature	-10ºF - 0ºF

Circle One

Refrigerator, Freezer, or Dry Storage

Month / Day / Year	Temperature	Checked By
/ 1 /		
/ 2 /		
/ 3 /		
/ 4 /		
/ 5 /		
/ 6 /		
/ 7 /		
/ 8 /		
/ 9 /		
/ 10 /		
/ 11 /		
/ 12 /		
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/ 27 /		
/ 28 /		
/ 29 /		
/ 30 /		
/ 31 /		

Circle One

Refrigerator, Freezer, or Dry Storage

Month / Day / Year	Temperature	Checked By
/ 1 /		
/ 2 /		
/ 3 /		
/ 4 /		
/ 5 /		
/ 6 /		
/ 7 /		
/ 8 /		
/ 9 /		
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/ 28 /		
/ 29 /		
/ 30 /		
/ 31 /		

If temperatures are not within recommended range, take immediate corrective action to avoid food loss.

Exhibit 5

NCDA-78
Revised 3/2016

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES`

FOOD DISTRIBUTION DIVISION

PO Box 659
Butner, NC 27509-0659
Phone (919) 575-4490 Fax (919) 575-4143

RECORD OF TRANSFER

USDA FOODS

(1) _____
Transfer No.

(2) _____
Agency Code

(3) _____
Name of Transferring Agency

(4) _____
Date

(5) _____
Official Signature and Title

(6) _____
Agency Code

(7) _____
Name of Receiving Agency

(8) _____
Date

(9) _____
Official Signature and Title

(10) Material Number	(11) USDA Foods	(12) Case Pack	(13) Current Value Per Case	(14) Case Quantity

(15) _____
Date

(16) _____
Official Signature and Title

Upon completion, mail original to: NCDA&CS – Keep one copy for you records and provide one copy to Receiving Agency. Transfer number and current value per case will be assigned by the NCDA&CS Administrative Office in Butner. Please call for these two items before you make a transfer.

Exhibit 5

INSTRUCTIONS FOR COMPLETION OF FORM NCD-78

1. Enter transfer number assigned by NCDA&CS Administrative Office.
2. Enter agency code number of agency transferring USDA Foods.
3. Enter name of agency transferring USDA Foods.
4. Enter date of transfer.
5. Enter signature and title of agency official transferring USDA Foods.
6. Enter code number of agency receiving the transferred USDA Foods.
7. Enter name of agency receiving USDA Foods.
8. Enter date of transfer transaction occurred.
9. Enter signature and title of agency official transferring USDA Foods.
10. Enter assigned NCDA&CS material number of each USDA Foods transferred.
11. Enter short title (name of USDA Foods) for each USDA Foods transferred.
12. Enter pack size of product, ex. 6/#10 Green Beans.
13. Leave this column blank – current value will be assigned by NCDA&CS.
14. Enter the number of cases of USDA Foods transferred.
15. Enter date form was completed.
16. Leave blank for approving official in NCDA&CS Administrative Office.

UNIV.
Rev. 10/2015

RA CODE # _____

NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION

ADMINISTRATIVE REVIEW REPORT

SECTION I. GENERAL

1. Name and Address of Recipient Agency

_____

Telephone # _____

Fax # _____

E-mail _____

2. Total Number of Locations _____

3. Type of RA
   - PES ☐
   - PS ☐
   - NPS ☐
   - RCC ☐

4. Date of Review _____

5. Name and Title of Person(s) Interviewed

_____

6. Name & Title of State Representative(s)

_____

7. School ADA ☐ ADP ☐

SECTION II. FOOD SERVICE MANAGEMENT COMPANIES

	YES	NO	COMMENTS
1. Does RA employ the services of a food service management company?	☐	☐	
2. If yes, determine whether contract between the respective RA and the food service management company provides the following:			
a. Date of Contract _____			
b. Beginning/ending dates of contract _____			
c. All records of the food service management company pertaining to the food service operation, shall be kept for a period of 5 years.	☐	☐	
d. All USDA Food received by the RA and used by the food service management company are to be utilized solely for the benefit of the RA and demonstrate how the RA benefits from the food.	☐	☐	
e. Give the state distributing agency the right to review all facilities upon their request.	☐	☐	

RA CODE # _____

SECTION III. COMMERCIAL STORAGE

	YES	NO	COMMENTS
1. Does the RA have a contract with a commercial warehouse where USDA foods are stored?	☐	☐	_____
2. If yes, determine whether the contract provides for the following:			
a. That storage facilities will be maintained in a manner to insure safety and sanitation	☐	☐	_____
b. The facility can be reviewed by USDA and RA personnel	☐	☐	_____
c. USDA foods will be clearly identified	☐	☐	_____
d. An inventory system	☐	☐	_____
e. Beginning and ending dates of the contract	☐	☐	_____
f. Semi-annual physical inventory	☐	☐	_____
g. Immediate termination of the contract due to non-compliance	☐	☐	_____
h. Termination after thirty (30) days notice	☐	☐	_____
i. Insurance coverage for the value of the USDA foods stored	☐	☐	_____
3. Is a book inventory maintained of USDA food stored in commercial storage facilities?	☐	☐	_____
4. Is physical inventory conducted at commercial warehouses storing USDA foods for the RA?	☐	☐	_____
5. Is a book inventory reconciled to physical inventory at the commercial warehouse?	☐	☐	_____
6. List all locations where USDA foods are stored.			_____ _____ _____ _____ _____
7. Using Page 5, record the review of each storage area listed above.			

RA Code # _____

SECTION IV. DISTRIBUTION OF FOOD

	YES	NO	COMMENTS
1. Is the current method of distribution acceptable to the various physical locations?	☐	☐	_____
2. Does the RA use or sell USDA foods for school-related functions?	☐	☐	_____
a. Are the students the primary beneficiary?	☐	☐	_____
b. Are funds derived from the sale of USDA foods returned to the school food service operation?	☐	☐	_____

SECTION V. RECORD KEEPING

	YES	NO	COMMENTS
1. Are all the Food Distribution records maintained for three (3) fiscal years?	☐	☐	_____
a. USDA foods received from the DA	☐	☐	_____
b. USDA foods transferred	☐	☐	_____
c. USDA food Losses	☐	☐	_____
d. RA inventory reduction records	☐	☐	_____
2. Is a current signed agreement between the Recipient Agency (RA) and Distributing Agency (DA) on file?	☐	☐	_____

SECTION VI. PROGRAM ELIGIBILITY

	YES	NO	COMMENTS
1. <u>Eligibility</u>			
a. Do you understand that you must be on the national School Lunch Program (NSLP) to receive USDA foods?	☐	☐	_____
b. Do you know who certifies you to be on the NSLP?	☐	☐	_____

RA Code # _____

SECTION VII. PROGRAM ORDERING PROCEDURES

	YES	NO	COMMENTS
1. Ordering Procedures			
a. Do you understand the school Planned Assistance (PAL)?	☐	☐	_____
b. Do you understand how you receive USDA foods?	☐	☐	_____
c. Do you understand how you receive USDA bonus foods?	☐	☐	_____
d. Do you know how to refuse USDA foods?	☐	☐	_____
e. Do you how to request *additional* USDA foods?	☐	☐	_____

SECTION VIII. PROCESSING CONTRACTS

	YES	NO	COMMENTS
1. Does this RA process USDA foods into other end-products?	☐	☐	_____
2. Does this RA have a back-haul agreement with a food processor to process USDA foods into end-products?	☐	☐	_____

3. If so, list processors:

_____

_____

_____

_____

4. If RA diverts or backhauls USDA foods, check the yield.

_____

_____

_____

_____

_____

_____

_____

RA Code # _____

REVIEW OF STORAGE FACILITY

_____ Name of Recipient Agency

_____ Location Where USDA food is Stored

	YES	NO	COMMENTS
1. Is space adequate?	☐	☐	
2. Is space in good repair?	☐	☐	
3. Is there adequate ventilation?	☐	☐	
4. Is storage area secure from theft?	☐	☐	
5. Are USDA foods stored separately from pesticides, herbicides, cleaning solvent, lubricants or other materials that could contaminate USDA foods in storage?	☐	☐	
6. Are USDA foods palletized and/or on shelves?	☐	☐	
7. Is first-in/first-out method used?	☐	☐	
8. Are there regular exterminating treatments?	☐	☐	
a. Date of last inspection/treatment			
9. Is storage area free of rodent and insect infestation?	☐	☐	
10. Record temperature in:			
Cooler: _____			
Freezer: _____			
Dry Storage: _____			
11. Is the inside temperature checked and recorded five out of seven days for these three storage areas?	☐	☐	
12. Does the State or local health agency require inspection certificates?	☐	☐	
a. Date of inspection			_____ Score: _____

NOTE: Individual reviews should be completed on all locations where USDA food is stored.

_____

_____

_____

_____

RA Code # _____

LOCATION: _____

DIRECTIONS:
Record physical count for excessive amounts of inventory or USDA foods out of date using chart below.

INVENTORY

USDA Food	Date Received	Pack Date	# Units		Months Supply	Comments
			Cases	Ind. Units		

RA Code # _____

RA Name _____

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION

ADMINISTRATIVE REVIEW RECOMMENDATIONS / REQUIREMENTS

Record Keeping:

Storage Practices:

Utilization:

RA Code # _____

Accountability:

Recommendations and Comments:

RA Code # _____

Written confirmation detailing the corrective action taken on each regulatory deficiency listed in this report should be sent to the following address:

Administrative Office
North Carolina Department of Agriculture
and Consumer Services
Food Distribution Division
PO Box 659
Butner, NC 27509-0659
Phone (919) 575-4490 Fax (919) 575-4143

Your response should be mailed to this office within ten (10) working days from the date of this exit conference.

Corrective Action Required

☐ **Yes** ☐ **No**

Current Civil Rights Poster: And Justice for All

☐ **Yes** ☐ **No**

_____
Recipient Agency Name

_____
Signature of Sponsor Representative

_____
Signature of NCDA&CS Reviewer

DATE: _____

DATE: _____

RA Code # _____

CIVIL RIGHTS COMPLIANCE

A. Civil Rights Assurance

Does the recipient agency have a signed agreement with the state agency assuring that no person 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?

☐ **Yes** ☐ **No**

Comments: _____

B. Public Notification

1. Has the recipient agency established a public notification system to inform the public, particularly minorities and grass roots organizations, of the Food Distribution Program eligibility requirements and complaint handling procedures?

   ☐ **Yes** ☐ **No**

   Comments: _____

2. Do all forms of communication, which are used to inform the general public about the program include the required nondiscrimination statement?

   ☐ **Yes** ☐ **No**

   Comments: _____

3. Has the policy on nondiscrimination and the procedures for filing a complaint been publicized and do participants have access to Title VI information?

   ☐ **Yes** ☐ **No**

   Comments: _____

4. Have program participants, particularly minorities, been informed of significant program developments and/or changes in eligibility or benefits?

   ☐ **Yes** ☐ **No**

   Comments: _____

5. Is the USDA Title VI poster "And Justice for All," or an approved substitute poster containing the nondiscrimination statement and complaint filing information, displayed in a prominent place?

   ☐ **Yes** ☐ **No**

   Comments: _____

C. Racial/Ethnic Date Collection and Retention

1. What is the system for collecting, analyzing, and maintaining participation data? Explain:

   _____

2. Is racial data collected and maintained on recipients as well as denied applicants?

   ☐ **Yes** ☐ **No**

   Explain: _____

RA Code # _____

3. What source(s) does the recipient agency use to estimate the racial makeup of its service delivery
   Explain: _____

D. Complaints of Discrimination

1. What procedures are used by the recipient agency for handling alleged discrimination complaints?
   Explain: _____

2. How many complaints have been filed during the past year alleging discrimination on the basis of race, color, national origin, sex, disability, age, reprisal or retaliation ?

3. Has the state agency conducted a compliance review of the recipient agency against whom complaints alleging discrimination have been filed?
   ☐ **Yes** ☐ **No**
   Explain: _____

E. Non-English Speaking Provision

1. What steps have been taken to provide bilingual personnel and/or materials to limited or non-English communicating persons that will assure equal opportunity for participants in the program by eliminating any information or communication barriers?
   Explain: _____

2. Has the recipient agency encountered any problems with providing bilingual personnel and/or materials to limited or non-English speaking persons?
   ☐ **Yes** ☐ **No**
   Explain: _____

F. Training and Monitoring

1. What steps does the recipient agency take for training staff and volunteers? Are training sessions documented?
   Explain: _____

2. How does the recipient agency monitor it's various sites/subrecipients?
   Explain: _____

G. Disability Accommodations

1. How does the recipient agency accommodate participants with disabilities?
   Explain: _____

American Red Cross

Sample Agreement for
Use of USDA-Donated Foods

I. Purpose

The purpose of this plan is to establish the procedures for obtaining USDA-donated foods in the state of _____ for use by the American Red Cross for mass feedings of disaster victims and workers.

II. Background

Food purchased by the USDA Food and Nutrition Service for feeding programs is available to American Red Cross chapters in the state of _____ for Mass Care purposes in the event of disaster.

[Include pertinent information on schools, particularly the number that have facilities to prepare food.]

Note: USDA-donated foods will not be available to individual families except when the Secretary of Agriculture determines that the commercial channels of trade are disrupted because of the emergency situation resulting from the disaster.

III. General

A. USDA-donated foods become the property of the state. In _____ they are handled by (Name of state agency) _____.

B. Contact should be initiated with (American Red Cross state liaison) _____.

C. Food items are stored in bulk in warehouse(s) in the state as well as in participating schools and institutions.

D. Transportation needed to move the foods to the disaster area is the responsibility of _____(The responsible agency, e.g., the Red Cross, local government.) _____.

E. Food may be released when a disaster appears to be imminent, people are being evacuated, or mass feeding is needed for a substantial number of dislocated families and individuals.

F. Chapters are responsible for making pre-disaster plans with local school officials and other organizations to arrange for feeding operations during disasters and other emergencies.

IV. Procedures for Obtaining USDA-Donated Foods

A. When the feeding is being done in school lunch facilities

1. When available, the food will come from the school lunch inventory.
2. When additional foods are required, school lunch personnel will request them (see III, C.), and will coordinate with the chapter regarding transportation.

B. When the feeding is being done in facilities other than school lunchrooms, the chapter will make its request to (The American Red Cross state contact) _____.

1. Arrangements will be made to release the food from the nearest warehouse or facility.
2. The chapter will make the necessary transportation arrangements.

In all instances, the amount and type of food received is documented, and signed receipts are obtained and kept on file.

V. Procedure for Returning Unused Foods

The chapter will report the amount of unused foods to the ____(American Red Cross state contact) , who will request instructions from _____(state agency)____ for disposition. The chapter will obtain and file a receipt for the returned food.

VI. Procedures for Reporting on the Use of USDA-Donated Foods

A. After mass feeding is completed, the chapter will be advised of what information is required to enable the _____(state agency)____ to report on foods used for disaster relief, including certification that all food products were used in accordance with existing regulations and for mass feeding.

B. The program for USDA-donated foods will be considered completed when all unused food has been returned and the above has been completed and submitted by the chapter.

American Red Cross State Relations Representative _____

Address: _____

USDA Foods Complaint Form

Complete this form and click on the SEND NOW button at the bottom. The completed form will be sent directly to the NCDA&CS Food Distribution Complaint Department. If you experience technical difficulties, you may also scan/email or fax to Vicky Cox: vicky.cox@ncagr.gov or FAX (919) 575-4143 Unless Marked URGENT, you will receive an acknowledgement USDA complaint number.

Agencè bl·YŜ:

Location of complaint/product:

Contact Person: **Phone:** **9mail:**

Problem/ Complaint Details:

USDA Foods Description: **USDA Foods Material Identification Number:**

Vendor / Product Name: **Pack / Best If Used By Date:** **[ot/Can Code:**

Delivery / Receipt Date: **vdzl·yúλúè 9ŦŦŜŏúŜŘ:** **vúè 2y l l·yŘк l 2ťŘ:**

LftyŜăă к Ly?dzNè CN2Y tN2ŘdzŏúY

☐ **Seeking Replacement / Reimbursement**

☐ **For Informational / Tracking Purposes – Isolated Incident**

☐ **Other**

Send Now