

Regular Meeting

Wednesday, June 10, 2026 5:15 PM

Jr/Sr High Bulldog Room, 1011 Walnut, Marysville, KS 66508

I. Opening

I.A. Call to Order

I.B. Approval of Agenda

I.C. Pledge of Allegiance

I.D. Vision Statement

I.E. Empty Chair Philosophy

II. Consent Agenda

II.A. Approval of Minutes

II.B. Approval of Bills

II.C. Financial Reports

II.D. Transportation Report-May 2026

II.E. Surplus Items

II.F. Approve End of Year Transfers

II.G. Donations

II.H. Personnel Update

II.I. Out of District Requests

II.J. PTO Donations

II.K. MES Library Books

II.L. Approval of Consent Agenda

III. Public Presentations

III.A. Citizen's Open Forum

IV. Building Reports - Focus on Learning

V. Action Items

V.A. Early Graduation

V.B. Out of State Trip Request-FFA

V.C. July Meeting Date

V.D. 2027 Food Service Program Agreement

V.E. 2027 Written Standards of Conduct-Food Service

V.F. Food Service Participation Report-May 2026

V.G. Parochial School Food Service Agreements

V.H. Unpaid Meal Policy

V.I. Food Service Procurement Plan 2026-2027

V.J. Meal Prices

V.K. Enrollment Fees 2026/2027

V.L. IDEA Assurances

VI. Discussion Items

VI.A. Extended Contract Days

VII. Executive Session

VII.A. Convene in Executive Session

VII.B. Reconvene in Open Session

VII.C. Action Resulting from Closed Session
Discussion

VIII. Closing

VIII.A. Announcements

VIII.B. Adjournment

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
017074	05/20/2026	Evergy	Electricity	551.38
017075	05/20/2026	Kansas Gas Service	Heat	256.42
Total for 06 - General Fund				807.80
08 - Local Option Budget				
017074	05/20/2026	Evergy	Electricity	18,731.06
017075	05/20/2026	Kansas Gas Service	Heat	513.17
Total for 08 - Local Option Budget				19,244.23
24 - Food Service				
017077	05/20/2026	Walmart - TreviPay	Food	11.32
Total for 24 - Food Service				11.32
78 - Coop Special Education				
017074	05/20/2026	Evergy	Electricity	248.20
017075	05/20/2026	Kansas Gas Service	Heat	89.27
Total for 78 - Coop Special Education				337.47
99 - Payroll Clearing				
017076	05/20/2026	MASA	Ins Prem	560.00
Total for 99 - Payroll Clearing				560.00
Grand Total				20,960.82

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
001511	05/28/2026	VISA/CITI	KTA Auto Pay/Tolls	1.64
001511	05/28/2026	VISA/CITI	Vision Certification-E Pralle	175.00
017078	05/28/2026	Amazon Capital Services	Cardstock-A Hubbard	262.80
017079	05/28/2026	U.S. Cellular	Cell Phones	412.83
017080	05/28/2026	Walmart - TreviPay	**State Assess. Awards-J Doebele	210.70
017080	05/28/2026	Walmart - TreviPay	Grill Supplies-D Schroeder	54.85
017081	05/28/2026	WoodRiver Energy	Natural Gas	43.84
Total for 06 - General Fund				1,161.66
08 - Local Option Budget				
001511	05/28/2026	VISA/CITI	Chatling Subscription-Full Year	55.00
017081	05/28/2026	WoodRiver Energy	Natural Gas	312.78
Total for 08 - Local Option Budget				367.78
26 - Professional Development				
001511	05/28/2026	VISA/CITI	CASE Virtual Law Conf/504-A Hubbard	350.00
Total for 26 - Professional Development				350.00
78 - Coop Special Education				
001511	05/28/2026	VISA/CITI	Food/Meeting-D Schroeder	68.96
017081	05/28/2026	WoodRiver Energy	Natural Gas	29.25
Total for 78 - Coop Special Education				98.21
Grand Total				1,977.65

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
001597	06/10/2026	ConnexPoint/Revtrak	Monthly Fees/Apr	313.00
001597	06/10/2026	ConnexPoint/Revtrak	Monthly Fees/May	136.24
017138	06/10/2026	Blue Valley Technologies	Cable TV	7.92
017138	06/10/2026	Blue Valley Technologies	Internet/Phone/Fax	3,109.92
017140	06/10/2026	Carlson, Daylan M	College Reimb 6hrs@150	900.00
017141	06/10/2026	Carroll Seating Company	Shot Clock Frames-D Pretre	3,040.00
017145	06/10/2026	Companion Corporation	Alexandria Software Renewal - R Bena	3,006.00
017147	06/10/2026	Crome Lumber, Inc.	Maint. Supplies	691.36
017147	06/10/2026	Crome Lumber, Inc.	Return UPS Package-B Dressman	19.44
017150	06/10/2026	Dopamineo	**Training Bands Set Bundle-D Pretre	382.80
017154	06/10/2026	Eake's Office Solutions	Disinfecting Wipes-E Pralle/B Dressman	100.00
017157	06/10/2026	Ehnen's Automotive	Transp. Supplies	524.18
017161	06/10/2026	Grainger	Cust. Supplies	415.48
017163	06/10/2026	Harris Forms	Activity Accounting Receipts-M	328.16
017167	06/10/2026	Hometown Lumber & Hardware	Maint. Supplies	1,682.86
017168	06/10/2026	Homung, Julius I	State Track Gas Reimb	172.03
017175	06/10/2026	Kansas Power School	2026 KEDS Workshop-J Grauer	50.00
017175	06/10/2026	Kansas Power School	2026 KEDS Workshop-R Thom	50.00
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	30,465.49
017179	06/10/2026	Kramer Oil Co	Bulk Fuel	5,551.48
017179	06/10/2026	Kramer Oil Co	Forklift Propane Refill	30.00
017179	06/10/2026	Kramer Oil Co	Propane	20.00
017179	06/10/2026	Kramer Oil Co	Propane Refill	40.00
017181	06/10/2026	Landmark Implement, Inc.	John Deer Inspection-J Miller	597.56
017182	06/10/2026	Landoll Company, LLC	Cust. Supplies/AG Class	665.02
017186	06/10/2026	Mascot Junction, Inc.	Flag/Banner Bundle-D Schroeder	3,643.00
017189	06/10/2026	Mid America Books	Books/MJSHS - R Bena	263.47
017190	06/10/2026	Mike's OK Tire	Bus 14 Tire Maint.	30.00
017190	06/10/2026	Mike's OK Tire	Bus 15 Tire Maint.	60.00
017193	06/10/2026	Nall, Xavier	College Reimb 3hrs@150	450.00
017203	06/10/2026	Pitney Bowes Global Financial	Postage Meter Lease/MES	168.24
017206	06/10/2026	Porta Phone	Wireless Intercom Syst-D Pretre	3,545.00
017207	06/10/2026	Postmaster	Postage	936.00
017208	06/10/2026	Powerschool Group, LLC	McRel /Subs-B Dressman	1,399.37
017210	06/10/2026	Pur-O-Zone, Inc.	Cust. Supplies	35.43
017214	06/10/2026	Robert Brooke & Associates	Cust. Supplies	99.64
017217	06/10/2026	Schendel Pest Control	Pest Control/D.O.	70.00
017217	06/10/2026	Schendel Pest Control	Pest Control/ERC	40.00
017217	06/10/2026	Schendel Pest Control	Pest Control/Jr Sr High	121.00
017217	06/10/2026	Schendel Pest Control	Pest Control/MES	44.00
017217	06/10/2026	Schendel Pest Control	Termite Monitoring Renewal/D.O.	275.00
017217	06/10/2026	Schendel Pest Control	Termite Monitoring Renewal/Jr Sr High	700.00
017217	06/10/2026	Schendel Pest Control	Termite Monitoring Renewal/MES	700.00
017218	06/10/2026	School Nutrition Association	Registration Fees/Culinary Class-D	400.00
017221	06/10/2026	Spellmeier Automotive	Vehicle 39 Battery	209.95
017221	06/10/2026	Spellmeier Automotive	Vehicle 39 Maint.	223.91
017222	06/10/2026	Spicer, April	Val & Sal Calligraphy	80.00

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
017226	06/10/2026	Temps Disposal Service	Refuse Removal	2,173.50
017228	06/10/2026	Thermal Comfort Air, Inc.	Misc. Maint.	445.75
017228	06/10/2026	Thermal Comfort Air, Inc.	Roof Top Unit Inop	617.50
017229	06/10/2026	Titan Manufacturing &	**Plyo Box/Balls/Bags-D Pretre	387.02
017230	06/10/2026	Truck Repair Plus	2023 Blue Bird Maint.	409.49
017230	06/10/2026	Truck Repair Plus	Bus 15 Maint.	388.83
017230	06/10/2026	Truck Repair Plus	Bus 37 Maint.	7,876.02
017230	06/10/2026	Truck Repair Plus	Transp. Supplies	731.61
017235	06/10/2026	USD 435 Abilene	2026 KSDE Budget Wrkshp Meals	50.00
017236	06/10/2026	Vestis	Mop Service	635.64
017236	06/10/2026	Vestis	Towel Service	87.81
017237	06/10/2026	Walmart - TreviPay	Cust. Supplies	162.43
017238	06/10/2026	WEX Fleet Universal	Fuel/May	827.48
017239	06/10/2026	Wolfe, Carla A	Reimb Gas/DC Trip	190.20
Total for 06 - General Fund				80,776.23
07 - Federal Funds				
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	257.36
017196	06/10/2026	Nations, Megan	Title I Hours/May	1,050.00
017216	06/10/2026	Rottinghaus, Drea	Title I Hours/May	1,275.00
017224	06/10/2026	Stohs, Debra	Title I Hours/May	390.00
Total for 07 - Federal Funds				2,972.36
08 - Local Option Budget				
017138	06/10/2026	Blue Valley Technologies	Internet/Phone/Fax	82.35
017153	06/10/2026	Eagle Technologies	SAN Maintenance Renewal-B Dressman	4,984.46
017154	06/10/2026	Eake's Office Solutions	Cust Supp-D Ballman	170.00
017154	06/10/2026	Eake's Office Solutions	Custodial Supp-D Ballman	170.00
017154	06/10/2026	Eake's Office Solutions	Disinfecting Wipes/MES	450.00
017154	06/10/2026	Eake's Office Solutions	Disinfecting Wipes-E Pralle/B Dressman	200.00
017156	06/10/2026	Edelman-Lyon Automatic Door	MES Handicap Door-D Ballman	1,636.00
017158	06/10/2026	Electronic Contracting	Antenna/Cell Comm-D Ballman	1,210.91
017158	06/10/2026	Electronic Contracting	Quarterly Alarm Monitoring	81.00
017165	06/10/2026	Hobart Corporation	Kitchen Equip. Maint.	890.75
017171	06/10/2026	IS Defender	Content Filter Renewal-B Dressman	4,400.00
017180	06/10/2026	Kully Supply	Valves-D Ballman	607.00
017208	06/10/2026	Powerschool Group, LLC	PowerSchool Consulting Services-B	2,400.00
017211	06/10/2026	RAS Technology Consultants,	PSCB Subscription-B Dressman	450.00
017223	06/10/2026	Staples	BID OFFICE SUPPLIES-T Crawford	45.60
017223	06/10/2026	Staples	BID SUPPLIES-S Mayer	1,705.93
017223	06/10/2026	Staples	DISTRICT BID SUPPLIES- 26/27-R	2,720.06
017223	06/10/2026	Staples	Refunded Class Record	-29.69
017227	06/10/2026	TFM Comm Inc.	Radio Batteries-T Crawford	554.50
Total for 08 - Local Option Budget				22,728.87
11 - At Risk (4 Year Old)				
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	128.68
Total for 11 - At Risk (4 Year Old)				128.68
13 - At Risk (K-12)				
017148	06/10/2026	Dankenbring, LeAnne G	College Reimb 4hrs@100	400.00

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Check Number	Check Date	Full Name	Description	Amount
13 - At Risk (K-12)				
017159	06/10/2026	Elliott, Kathryn A	College Reimb 4hrs@100	400.00
017169	06/10/2026	Imagine Learning	Sonday Systems/MTSS MES/MHS-J	695.00
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	900.76
017177	06/10/2026	KASB	Worker Comp Deductible 2025-2026	1,000.00
017184	06/10/2026	Lyhane, Kelsey R	College Reimb 4hrs@100	400.00
017200	06/10/2026	Packett, Jennifer S	College Reimb 4hrs@100	400.00
017201	06/10/2026	Packett, Lucas S	College Reimb 4hrs@100	400.00
017202	06/10/2026	Pathways to Reading	PTR Yearly SITE Licenses-J Doebele	500.00
017204	06/10/2026	Pittsburg State University/TASN	MTSS Symposium-J Doebele/MES/MHS	5,600.00
017212	06/10/2026	Read Naturally	Read Live Licenses-T Woodcock	1,300.00
017223	06/10/2026	Staples	BID SUPPLIES-S Mayer	840.50
017223	06/10/2026	Staples	DISTRICT BID SUPPLIES- 26/27-R	3,690.08
Total for 13 - At Risk (K-12)				16,526.34
16 - Capital Outlay				
017136	06/10/2026	Apptegy	Engage Suite Subs-D Schroeder	8,737.50
017142	06/10/2026	CDWG	Acer Chromebooks/Staff-B Dressman	55,012.50
017155	06/10/2026	Echelon Arch + Design	Marysville Building Trades Shop	47,790.61
017158	06/10/2026	Electronic Contracting	Replace Fire Alarm-D Ballman	13,808.37
017166	06/10/2026	Hometown Leasing	Copier Lease Payment	4,014.10
017172	06/10/2026	ISCorp	Skyward Hosting Services 7/1/26-6/30/27	3,000.00
017205	06/10/2026	Pony Express Partnership for	"PAT" Rent/June	230.00
017228	06/10/2026	Thermal Comfort Air, Inc.	A/C Inop	1,386.60
017228	06/10/2026	Thermal Comfort Air, Inc.	Heat pump inop	1,581.62
017231	06/10/2026	Typing.com LLC	Edutyping Renewal- R Bena	2,636.70
Total for 16 - Capital Outlay				138,198.00
18 - Driver's Training				
017151	06/10/2026	Driver Ed Market Place	Drivers Ed Brake-T Becker	1,027.60
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	128.68
Total for 18 - Driver's Training				1,156.28
24 - Food Service				
017143	06/10/2026	Clark, Carline	Reimb Lunch Acct	6.50
017146	06/10/2026	Cook, Brian E	Reimb Lunch Acct	16.50
017152	06/10/2026	Duever, Mike	Reimb Lunch Acct	95.20
017162	06/10/2026	Harries, Aaron	Reimb Flour	71.86
017164	06/10/2026	Hiland Dairy	Milk/Jr Sr High	693.77
017164	06/10/2026	Hiland Dairy	Milk/MES	2,027.12
017164	06/10/2026	Hiland Dairy	Milk/St. G	590.54
017170	06/10/2026	Ingersoll, Jeff	Reimb Lunch Acct	13.15
017173	06/10/2026	Johnson, Michelle	Reimb Lunch Acct	18.60
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	7,294.35
017178	06/10/2026	Keating, Krystal	Reimb Lunch Acct	21.90
017185	06/10/2026	MarKan Sales Company	MHS Ala Carte	1,924.20
017188	06/10/2026	Mick, Shannon	Reimb Lunch Acct	21.40
017199	06/10/2026	O'Neil Behrens, Megan M	Reimb Lunch Acct	12.40
017213	06/10/2026	Rengstorf, Kelsey	Reimb Lunch Acct	68.60
017215	06/10/2026	Rothfelder, Rachel	Reimb Lunch Acct	11.60
017219	06/10/2026	Schwerdt, Heather	Reimb Lunch balance	9.30

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
24 - Food Service				
017225	06/10/2026	Sysco Lincoln	Food/Kitchen Supplies	1,995.58
017233	06/10/2026	US Foods	CM for Inv 3144694	-12.97
017233	06/10/2026	US Foods	Food	6,190.58
017233	06/10/2026	US Foods	Food/Kitchen Supplies	7,887.46
017237	06/10/2026	Walmart - TreviPay	Misc. Kitchen Supplies	102.71
017237	06/10/2026	Walmart - TreviPay	Slicers-D Bargman	51.98
017241	06/10/2026	Zutterman, Dustin	Reimb Lunch Acct	46.20
Total for 24 - Food Service				29,158.53
26 - Professional Development				
017174	06/10/2026	Kansas Dept. of Education	Great Minds Conference-J Doebele	400.00
017175	06/10/2026	Kansas Power School	KEDS Workshop -S Koehler	50.00
017175	06/10/2026	Kansas Power School	Reg. KEDS Workshop-J Doebele	50.00
017176	06/10/2026	Kansas Speech Communication	Conference Registration-C Wolfe	200.00
017234	06/10/2026	USA Kansas	Coaching/PD Services	1,409.60
Total for 26 - Professional Development				2,109.60
34 - Career & Post Secondary Education				
017137	06/10/2026	B&H Photo - Video	Headphones-K Hynek	1,937.40
017138	06/10/2026	Blue Valley Technologies	Internet/Phone/Fax	78.82
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	514.72
017187	06/10/2026	Matheson Tri-Gas, Inc.	Welding Consumables-S Piepho	45.60
017194	06/10/2026	National Council for Agricultural	CASE Curriculum Training - S. Siemens	2,450.00
017198	06/10/2026	Oklahoma State University	Lodging & Meals/CASE - S. Siemens	350.00
Total for 34 - Career & Post Secondary Education				5,376.54
35 - Gifts and Grants				
017135	06/10/2026	Amazon Capital Services	Food/Backsnacks-M Dobrovolny	86.56
Total for 35 - Gifts and Grants				86.56
55 - Student Revolving				
001597	06/10/2026	ConnexPoint/Revtrak	Monthly Fees/Apr	274.58
001597	06/10/2026	ConnexPoint/Revtrak	Monthly Fees/May	219.00
Total for 55 - Student Revolving				493.58
59 - Jr/Sr High Tech				
017139	06/10/2026	Canvas	Canvas LMS Cloud Subscription-B	5,470.00
Total for 59 - Jr/Sr High Tech				5,470.00
78 - Coop Special Education				
017134	06/10/2026	Acellus Education Center	Yearly Online/2 Students- J Gurtler	1,817.00
017138	06/10/2026	Blue Valley Technologies	Internet/Phone/Fax	194.39
017144	06/10/2026	Column Software PBC	Destruction of Records Ad-J Gurtler	95.68
017160	06/10/2026	Figge, Alicia R	College Reimb 5hrs@150	750.00
017166	06/10/2026	Hometown Leasing	Copier Lease Payment	822.17
017177	06/10/2026	KASB	Work Comp Ins. 7/1/26-6/30/27	2,830.96
017177	06/10/2026	KASB	Worker Comp Deductible 2024-25	1,000.00
017177	06/10/2026	KASB	Worker Comp Deductible 2025-2026	1,060.37
017183	06/10/2026	Learning Tree Institute at	Reimb Medicaid Payment/Apr	366.08
017183	06/10/2026	Learning Tree Institute at	Reimb Medicaid Payment/May	211.15
017191	06/10/2026	Miller, Anna	College Reimb 3hrs@150	450.00
017192	06/10/2026	Motor Mouth Therapy Services,	May Contract Services	2,718.75
017195	06/10/2026	National Screening Bureau	Background Check	22.00

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
78 - Coop Special Education				
017197	06/10/2026	NCS Pearson, Inc.	CELF-T Bruna	31.50
017197	06/10/2026	NCS Pearson, Inc.	WISC-H Johnston	23.40
017204	06/10/2026	Pittsburg State University/TASN	Summer Leadership Conference-H	550.00
017208	06/10/2026	Powerschool Group, LLC	McRel /Subs-B Dressman	286.62
017209	06/10/2026	Pro-Ed, Inc..	Forms-T Harries/Shipping	10.00
017220	06/10/2026	SLP Toolkit	SLP Toolkit - R Brown/T Bruna/S Wood	675.00
017223	06/10/2026	Staples	BID SUPPLIES-S Mayer	252.15
017223	06/10/2026	Staples	DISTRICT BID SUPPLIES- 26/27-R	1,640.03
017240	06/10/2026	Wood, Sheila J	April and May Mileage	75.60
Total for 78 - Coop Special Education				15,882.85
99 - Payroll Clearing				
001596	06/10/2026	BCBS of Kansas	June Prem, May Ded	3,411.98
001598	06/10/2026	Guardian	Ins Prem	5,853.99
017149	06/10/2026	Delta Dental of Kansas	June Prem, May Ded	620.90
017232	06/10/2026	US Alliance	Ins Prem	449.95
Total for 99 - Payroll Clearing				10,336.82
Grand Total				331,401.24

UNIFIED SCHOOL DISTRICT #364

DEPOSITORY SECURITY

as of May 31, 2026

Checking Balance	FDIC Coverage	District Uninsured Public Money	Statutory Collateral Requirement (102%)	Market Value	Compliant
\$9,508,222.68	\$250,000.00	\$9,258,222.68	\$9,443,387.13	\$45,001,598.60	Yes

*Pursuant to **Kansas HB 2152**, our depository bank now secures school funds via a centralized state-monitored pool rather than individual distinct bond allocations. The market value shown represents the bank's total pooled security backing all local public deposits, which the Kansas State Treasurer continually monitors to ensure it stays at or above the 102% legal safety threshold.

Junior High/Senior High Activity Account Bank Reconciliation

May - 2026

Statement Balance	\$380,369.43
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Outstanding Checks	\$9,858.49
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TOTAL BOOK BALANCE	\$370,510.94
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SELECTED Data

Current Cash Balance Report

Arranged by:

Date: 05/01/2026 thru 05/29/2026

Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A ATHLETICS					
1000 ATHLETICS	20,148.71	1,450.00	654.99	0.00	20,943.72
1007 CROSS COUNTRY	-817.50	0.00	0.00	0.00	-817.50
1012 FOOTBALL	6,059.44	0.00	0.00	0.00	6,059.44
1019 GIRL'S TENNIS	-390.00	0.00	0.00	0.00	-390.00
1029 VOLLEYBALL	-62.61	0.00	0.00	0.00	-62.61
1030 BASKETBALL	394.62	0.00	0.00	0.00	394.62
1046 WRESTLING	-1,307.66	0.00	0.00	0.00	-1,307.66
1053 BASEBALL	-2,640.00	0.00	0.00	0.00	-2,640.00
1060 GOLF	-1,260.00	0.00	390.00	0.00	-1,650.00
1066 BOY'S TENNIS	-75.00	0.00	50.00	0.00	-125.00
1073 SOFTBALL	-2,880.00	200.00	0.00	0.00	-2,680.00
1078 TRACK	-825.00	0.00	280.00	0.00	-1,105.00
1105 J.H. FOOTBALL	512.74	0.00	0.00	0.00	512.74
1108 J.H. VOLLEYBALL	-134.68	0.00	0.00	0.00	-134.68
1120 J.H. WRESTLING	1,287.98	0.00	0.00	0.00	1,287.98
1123 J.H. GIRL'S BASKETBALL	-456.71	0.00	0.00	0.00	-456.71
1126 J.H. BOY'S BASKETBALL	-84.38	0.00	0.00	0.00	-84.38
1132 J.H. TRACK	-500.00	0.00	270.00	0.00	-770.00
A ATHLETICS Totals:	16,969.95	1,650.00	1,644.99	0.00	16,974.96
B CLASSES					
2020 CLASS OF 2020	1,479.59	0.00	0.00	0.00	1,479.59
2021 CLASS OF 2021	193.57	0.00	0.00	0.00	193.57
2022 CLASS OF 2022	17.91	0.00	0.00	0.00	17.91
2023 CLASS OF 2023	167.35	0.00	0.00	0.00	167.35
2024 CLASS OF 2024	173.69	0.00	0.00	0.00	173.69
2025 CLASS OF 2025	825.63	0.00	65.35	0.00	760.28
2026 CLASS OF 2026	1,135.71	0.00	50.72	-915.00	169.99
2027 CLASS OF 2027	5,532.17	0.00	2,150.00	915.00	4,297.17
2028 CLASS OF 2028	11,636.57	0.00	0.00	0.00	11,636.57
2029 CLASS OF 2029	1,900.11	0.00	0.00	0.00	1,900.11
B CLASSES Totals:	23,062.30	0.00	2,266.07	0.00	20,796.23
C CLUBS					
3000 S.H. ANNUAL	19,079.19	1,525.00	112.85	0.00	20,491.34
3001 LIFTERS CLUB	11,671.52	0.00	1,504.67	0.00	10,166.85
3002 BULLDOG CLUB	19,272.58	750.00	903.37	0.00	19,119.21
3003 BAND CLUB	4,784.95	30.00	0.00	0.00	4,814.95
3004 FBLA	27,383.38	0.00	0.00	0.00	27,383.38
3005 F.F.A.	44,547.31	500.00	2,148.55	0.00	42,898.76
3006 F.C.C.L.A.	15,674.13	20.00	2,000.00	-105.00	13,589.13
3008 KAYS	1,251.96	0.00	0.00	0.00	1,251.96
3009 M-CLUB	11,793.23	154.00	12.20	0.00	11,935.03
3010 S.H. STUDENT COUNCIL	3,169.92	793.00	285.79	105.00	3,782.13
3011 MATMAIDS	565.76	0.00	0.00	0.00	565.76
3013 ART CLUB	3,125.93	0.00	198.32	0.00	2,927.61
3014 DRAMA CLUB	1,541.32	0.00	0.00	0.00	1,541.32
3015 KSCFL	2,299.97	590.00	1,499.85	-70.00	1,320.12
3016 VOCAL MUSIC CLUB	574.59	30.00	500.00	0.00	104.59
3017 BOYS' WRESTLING CLUB	12,622.98	415.00	1,245.00	-6,311.40	5,481.58
3018 GIRLS' WRESTLING CLUB	0.00	0.00	0.00	6,311.40	6,311.40
3019 S.A.D.D.	988.93	0.00	0.00	0.00	988.93
3020 CHEERLEADERS	5,091.88	1,750.00	5,064.28	0.00	1,777.60
3021 SCHOLARS' BOWL	482.91	50.00	0.00	0.00	532.91

SELECTED Data

Current Cash Balance Report

Date: 05/01/2026 thru 05/29/2026

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
3026 GBB CLUB	4,823.64	0.00	0.00	0.00	4,823.64
3027 BBB CLUB	6,128.92	0.00	3,242.08	-199.85	2,686.99
3028 VB CLUB	1,044.85	0.00	0.00	0.00	1,044.85
3029 SOFTBALL CLUB	7,426.34	0.00	0.00	0.00	7,426.34
3030 BASEBALL CLUB	1,422.15	0.00	0.00	0.00	1,422.15
3031 TENNIS - GIRLS	1,857.61	0.00	0.00	0.00	1,857.61
3032 TENNIS - BOYS	1,723.74	312.00	589.38	0.00	1,446.36
3037 J.H. WRESTLING CLUB	715.79	0.00	0.00	0.00	715.79
3038 GOLF CLUB	874.64	0.00	0.00	0.00	874.64
3041 YOGOWYPI	888.14	0.00	0.00	0.00	888.14
3042 SPANISH CLUB	393.95	0.00	0.00	0.00	393.95
3043 TRACK CLUB	666.39	0.00	75.11	0.00	591.28
3044 CROSS COUNTRY CLUB	986.86	0.00	0.00	0.00	986.86
3045 NATIONAL HONOR SOCIETY CLUB	2,245.84	15.00	130.51	0.00	2,130.33
3048 VIDEOGRAPHY CLUB	922.65	0.00	0.00	0.00	922.65
3049 PHOTO SERVICES	5,386.54	415.00	966.97	199.85	5,034.42
3051 BIOLOGY CLUB	4,620.62	0.00	141.07	0.00	4,479.55
3052 POPULAR MUSIC LAB	3.82	0.00	0.00	0.00	3.82
3055 FOOTBALL CLUB	2,257.34	454.00	32.95	0.00	2,678.39
3056 TRI-M CLUB	1.00	0.00	0.00	0.00	1.00
3062 FFA CATTLE FUND	2.31	0.00	0.00	0.00	2.31
3063 COLOR GUARD	282.04	0.00	0.00	0.00	282.04
3064 ROBOTICS CLUB	606.86	0.00	0.00	0.00	606.86
3065 LIFE SKILLS	1,280.06	0.00	0.00	0.00	1,280.06
3066 FFA GREENHOUSE	3,825.50	2,008.00	1,108.15	70.00	4,795.35
3069 DANCE	4,288.39	0.00	0.00	0.00	4,288.39
C CLUBS Totals:	240,598.43	9,811.00	21,761.10	0.00	228,648.33
D SCHOLARSHIPS					
4004 SCHOLARSHIPS	0.00	0.00	0.00	0.00	0.00
D SCHOLARSHIPS Totals:	0.00	0.00	0.00	0.00	0.00
E STUDENT REVOLVING					
5002 IND. ARTS-SIEMENS	0.00	0.00	0.00	0.00	0.00
5005 S.H. & J.H. BOOK RENTALS	0.00	587.00	587.00	0.00	0.00
5007 MARYSVILLE METAL WORKS	16.70	0.00	0.00	0.00	16.70
5008 AG LAB ROOM	252.33	0.00	0.00	0.00	252.33
E STUDENT REVOLVING Totals:	269.03	587.00	587.00	0.00	269.03
F JR. HIGH					
6002 J.H. STUDENT COUNCIL	2,327.46	0.00	46.38	0.00	2,281.08
F JR. HIGH Totals:	2,327.46	0.00	46.38	0.00	2,281.08
G MISC.					
3061 CONCESSIONS	3,060.75	718.25	2,159.03	0.00	1,619.97
3070 SPED VENDING	970.24	89.00	192.38	0.00	866.86
3071 JAG	807.05	0.00	0.00	0.00	807.05
7001 OPERATING EXPENSE	1,366.43	107.60	0.00	0.00	1,474.03
7008 LIBRARY FEES	2,182.92	13.00	0.00	0.00	2,195.92
7009 PEPSI	4,506.04	0.00	0.00	0.00	4,506.04
7013 MARSHALL CO. SPEECH EXPERIENCE	234.83	0.00	0.00	0.00	234.83
7014 SCHOOL SUPPLIES	53,058.09	0.00	0.00	0.00	53,058.09
7016 COURTESY FUND	110.69	0.00	0.00	0.00	110.69
7017 ATHLETICS/ACTIVITIES IMPROVEMENT	19,320.33	0.00	0.00	0.00	19,320.33
G MISC. Totals:	85,617.37	927.85	2,351.41	0.00	84,193.81

SELECTED Data

Current Cash Balance Report

Date: 05/01/2026 thru 05/29/2026

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
H ACTIVITY TICKETS					
8000 ACTIVITY TICKETS	10,759.32	343.89	1,934.10	0.00	9,169.11
8001 S.H. & J.H. REVENUE	6,316.77	100.00	6.34	0.00	6,410.43
8003 MARYSVILLE ELEM.-REVENUE	1,049.73	0.00	0.00	0.00	1,049.73
8005 GOOD SHEPHERD -REVENUE	92.08	0.00	0.00	0.00	92.08
8006 ST. GREGORY'S -REVENUE	626.15	0.00	0.00	0.00	626.15
H ACTIVITY TICKETS Totals:	<u>18,844.05</u>	<u>443.89</u>	<u>1,940.44</u>	<u>0.00</u>	<u>17,347.50</u>
Report Totals:	<u>387,688.59</u>	<u>13,419.74</u>	<u>30,597.39</u>	<u>0.00</u>	<u>370,510.94</u>

Bank Statement Reconciliation Summary

1. Statement Balance	40,794.15
2. - Outstanding Checks	0.00
3. + Outstanding Receipts	<u>0.00</u>
4. Total	40,794.15
5. + Investments	<u>0.00</u>
6. Book Balance	40,794.15

Bank Reconciliation

May 2026 — Bank Account: General Checking Account — Status: O — Created By: Clark,
Lindsey M

MARYSVILLE UNIF SCH DIST 364

	System Totals	On Statement	Outstanding
Monthly Beginning Balance			-158,024.85
ACH	-456,369.77	-456,369.77	0.00
Accounts Payable Invoices	0.00	0.00	0.00
Accounts Receivable Invoices	0.00	0.00	0.00
Cash Receipt Deposits	405,216.27	410,799.52	7,179.06
Checks	-299,629.33	-291,253.88	-67,969.59
Fee Management Payments	0.00	0.00	0.00
Food Service Payments	0.00	0.00	0.00
Food Service Purchases	0.00	0.00	0.00
Journal Entries	0.00	0.00	0.00
Wire Transfers	-332,954.81	-311,839.54	-128,926.02
Manual Adjustments			654.19
Grand Totals	-\$683,737.64	-\$648,663.67	-\$189,062.36
Bank Statement Ending Balance	10,298,327.08		
+ Outstanding Balance	-189,062.36		
- Monthly Ending Balance	10,109,264.63		
= Variance	\$0.09		

x Lindsey Clark

x Jody A. Burns

MARYSVILLE UNIFIED SCHOOL DISTRICT #364

Report of Transportation
Year to Date Through May 2026

	Activity Bus	Chevy Truck	Activity Bus		Traverse	Suburban		
Transportation Report	Bus 1	Bus 2	Bus 3	Bus 4	Bus 5	Bus 6	Bus 7	Bus 8
Mileage	7,073	1,312	12,464	0	11,680	11,299	0	0
Amount paid drivers for Act. Trips	\$124.88	\$0.00	\$1,763.15	\$0.00	\$44.61	\$17.77	\$0.00	\$0.00
Gas								
Gallons	1101.5	133.4	1752.1	0.0	418.0	480.2	0.0	0.0
TOTAL Cost	\$3,803.15	\$335.47	\$6,029.24	\$0.00	\$1,098.14	\$1,367.40	\$0.00	\$0.00
Cost per gallon	\$3.4527	\$2.5148	\$3.4412	#DIV/0!	\$2.6271	\$2.8476	#DIV/0!	#DIV/0!
Oil								
Quarts	17	0	17	0	6	8	0	0
Cost	\$68.69	\$0.00	\$68.69	\$0.00	\$28.14	\$30.25	\$0.00	\$0.00
Parts	\$836.53	\$5.99	\$1,085.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor	\$378.96	\$0.00	\$126.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tires & Tubes	\$428.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drivers Salary	\$13,510.55	\$0.00	\$12,900.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Mile	\$3.2435	\$0.3388	\$2.1210	#DIV/0!	\$0.2001	\$0.1730	#DIV/0!	#DIV/0!
Year to Date Cost	\$22,941.16	\$444.53	\$26,435.66	\$429.42	\$2,337.53	\$1,955.05	\$0.00	\$0.00

	Suburban		Maintenance	ERC CAR	Activity Bus		
Transportation Report	Bus 9	Bus 10	Bus 11	Bus 12	Bus 14	Bus 15	Bus 16
Mileage	10,038	0	1,145	6,582	12,167	6,641	11,714
Amount paid drivers for Act. Trips	\$0.00	\$0.00	\$0.00	\$0.00	\$74.35	\$17.77	\$269.87
Gas							
Gallons	429.8	0.0	156.1	219.4	1362.5	693.1	1198.9
TOTAL Cost	\$1,230.06	\$0.00	\$440.39	\$570.47	\$3,700.99	\$1,866.60	\$3,201.66
Cost per gallon	\$2.8619	#DIV/0!	\$2.8212	\$2.6001	\$2.7163	\$2.6931	\$2.6705
Oil							
Quarts	8	0	0	6	24	12	24
Cost	\$30.25	\$0.00	\$0.00	\$34.14	\$194.55	\$43.60	\$101.69
Parts	\$0.00	\$880.48	\$0.00	\$70.97	\$493.62	\$219.99	\$159.91
Labor	\$0.00	\$1,380.30	\$0.00	\$0.00	\$515.00	\$0.00	\$0.00
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$777.70	\$86.00	\$379.38
Drivers Salary	\$0.00	\$1,224.23	\$0.00	\$0.00	\$16,510.03	\$15,818.48	\$22,751.65
Cost Per Mile	\$0.1866	#DIV/0!	\$0.5565	\$0.1417	\$1.8183	\$2.8748	\$2.6920
Year to Date Cost	\$1,873.34	\$6,260.28	\$637.22	\$932.65	\$22,122.80	\$19,091.62	\$31,533.63

Passenger Car

Transportation Report	Bus 17	Bus 18	Bus 19	Bus 20	Bus 21	Bus 22	Bus 23
Mileage	1,411	7,735	0	4,154	9,532	949	8,463
Amount paid drivers for Act. Trips	\$0.00	\$0.00	\$0.00	\$3,721.06	\$0.00	\$0.00	\$53.31
Gas							
Gallons	61.0	228.6	0.0	594.1	1082.4	81.0	540.7
TOTAL Cost	\$176.32	\$602.42	\$0.00	\$2,175.59	\$2,924.13	\$221.23	\$1,475.22
Cost per gallon	\$2.8905	\$2.6353	#DIV/0!	\$3.6620	\$2.7015	\$2.7312	\$2.7284
Oil							
Quarts	5	10	0	0	12	0	12
Cost	\$25.04	\$56.98	\$0.00	\$0.00	\$62.19	\$0.00	\$58.43
Parts	\$499.94	\$416.00	\$0.00	\$0.00	\$678.44	\$0.00	\$0.00
Labor	\$0.00	\$40.00	\$0.00	\$0.00	\$330.00	\$0.00	\$0.00
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drivers Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800.00	\$0.00	\$0.00
Cost Per Mile	\$0.6205	\$0.2657	#DIV/0!	\$1.7240	\$0.9725	\$0.3332	\$0.2534
Year to Date Cost	\$875.55	\$2,055.06	\$1,580.99	\$7,161.57	\$9,269.60	\$316.23	\$2,144.25

						Special Ed.	Special Ed.
Transportation Report	Bus 24	Bus 25	Bus 26	Bus 27	Bus 28	Bus 29	Bus 30
Mileage	11,114	9,514	0	0	3,112	367	0
Amount paid drivers for Act. Trips	\$195.47	\$103.66	\$0.00	\$0.00	\$2,015.93	\$0.00	\$0.00
Gas							
Gallons	705.0	1346.5	0.0	0.0	396.5	76.1	0.0
TOTAL Cost	\$1,894.81	\$4,590.24	\$0.00	\$0.00	\$1,320.04	\$185.54	\$0.00
Cost per gallon	\$2.6877	\$3.4090	#DIV/0!	#DIV/0!	\$3.3292	\$2.4381	#DIV/0!
Oil							
Quarts	18	0	0	0	0	0	0
Cost	\$86.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Parts	\$0.00	\$0.00	\$0.00	\$0.00	\$202.81	\$0.00	\$0.00
Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$757.92	\$0.00	\$0.00
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drivers Salary	\$0.00	\$12,592.72	\$0.00	\$0.00	\$1,772.08	\$0.00	\$0.00
Cost Per Mile	\$0.3303	\$2.0040	#DIV/0!	#DIV/0!	\$2.2804	\$0.8384	#DIV/0!
Year to Date Cost	\$3,670.52	\$19,065.69	\$495.50	\$0.00	\$7,096.62	\$307.68	\$50.46

	Passenger Car	Special Ed.				Maintenance	Activity Bus
Transportation Report	Bus 31	Bus 32	Bus 33	Bus 34	Bus 35	Bus 36	Bus 37
Mileage	224	1,931	1,434	1,640	0	0	4,160
Amount paid drivers for Act. Trips	\$0.00	\$17.77	\$604.18	\$888.50	\$0.00	\$0.00	\$3,715.88
Gas							
Gallons	16.5	240.0	112.6	121.7	0.0	0.0	588.0
TOTAL Cost	\$40.74	\$661.78	\$349.96	\$310.85	\$0.00	\$0.00	\$1,896.19
Cost per gallon	\$2.4691	\$2.7574	\$3.1080	\$2.5542	#DIV/0!	#DIV/0!	\$3.2248
Oil							
Quarts	0	6	0	6	0	0	0
Cost	\$0.00	\$28.14	\$0.00	\$21.65	\$0.00	\$0.00	\$0.00
Parts	\$504.28	\$448.93	\$0.00	\$196.95	\$0.00	\$7.50	\$7,563.92
Labor	\$142.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,180.56
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drivers Salary	\$0.00	\$8,657.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Mile	\$3.5525	\$5.4937	\$1.3668	\$1.7587	#DIV/0!	#DIV/0!	\$3.5516
Year to Date Cost	\$795.75	\$10,608.42	\$1,960.02	\$2,884.30	\$0.00	\$7.50	\$14,774.81

	Food Van	Vo Ag	Bulldog Bus					
Transportation Report	Bus 38	Bus 39	Bus 40	Bus 42	Bus 43	OFFICE/ HELP	TRANS. SUPV	TOTAL
Mileage	700	0	11,557	0	0	0	0	170,112
Amount paid drivers for Act. Trips	\$0.00	\$0.00	\$10,472.81	\$0.00	\$0.00	\$0.00	\$0.00	\$24,100.97
Gas								
Gallons	194.0	20.0	1469.8	87.6	0.0	0.0	0.0	15907.1
TOTAL Cost	\$496.75	\$77.92	\$5,187.72	\$272.26	\$0.00	\$0.00	\$0.00	\$48,503.28
Cost per gallon	\$2.5606	\$3.8960	\$3.5295	\$3.1080	#DIV/0!	#DIV/0!	#DIV/0!	\$3.0492
Oil								
Quarts	0	0	0	0	0	0	0	191
Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$939.00
Parts	\$231.82	\$525.45	\$1,304.95	\$0.00	\$0.00	\$0.00	\$0.00	\$16,334.16
Labor	\$315.80	\$189.00	\$616.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,972.36
Tires & Tubes	\$0.00	\$0.00	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,721.83
Drivers Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$5,635.36	\$9,935.29	\$36,379.28	\$160,537.46
Cost Per Mile	\$1.6103	#DIV/0!	\$1.4387	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$1.8705
Year to Date Cost	\$1,127.19	\$792.37	\$16,626.69	\$285.16	\$5,635.36	\$12,407.44	\$50,588.21	\$318,190.87

PTO Expenses 2025-2026

EXPENSES

Christmas Staff Gifts	\$1,275.48
State Testing Snacks (948 Total for 2 Weeks)	\$327.72
Fundraiser Rewards	\$770.40
Teacher Appreciation Week	\$178.57
Field Trips	\$2,530.81
Teacher Apprciation Week	\$75.36
Mrs Olmstead Fundraiser	\$17.15
Conference Meals	\$710.85
Back to School Night	\$1,467.31
Total Expenses:	\$7,353.65

	Barcode	Title	Author	Reason
4/22/2026	32337	Cranes	Randolph	outdated, not great condition
4/22/2026	32991	Road scraper	Randolph	outdated, not great condition
4/22/2026	32289	Road pavers	Randolph	outdated, not great condition
4/22/2026	32336	Backhoes	Randolph	outdated, not great condition
4/22/2026	32290	Road milling machines	Randolph	outdated, not great condition
4/22/2026	32332	Bulldozers	Randolph	outdated, not great condition
4/22/2026	32333	Wheel loaders	Randolph	outdated, not great condition
4/22/2026	32286	Road roller	Randolph	outdated, not great condition
4/22/2026	32334	Dump trucks	Randolph	outdated, not great condition
4/22/2026	32287	Snowplows	Randolph	outdated, not great condition
4/22/2026	32335	Tractors	Randolph	outdated, not great condition
4/22/2026	30340	A day in the life of a builder	Hayward	outdated, not great condition
4/22/2026	30342	A day in the life of a dancer	Hayward	outdated, not great condition
4/22/2026	31310	A day with paramedics	Kottke	outdated, not great condition
4/22/2026	31307	A day with a librarian	Kottke	outdated, not great condition
4/22/2026	31311	A day with police officers	Kottke	outdated, not great condition
4/22/2026	31306	A day with a doctor	Kottke	outdated, not great condition
4/22/2026	31308	A day with a mail carrier	Kottke	outdated, not great condition
4/22/2026	31309	A day with firefighters	Kottke	outdated, not great condition
4/30/2026	27764	Watchdog and the coyotes	Wallace	un-repairable
4/30/2026	23624	A dog called kitty	Wallace	un-repairable
4/30/2026	11359	Wanted...mud blossoms	Byars	old and falling apart - no recent circulations
4/30/2026	36258	The SOS file	Byars	no recent circulations
4/30/2026	35304	The lambkins	Bunting	no recent circulations
4/30/2026	11423	The chocolate touch	Catling	old and falling apart - no recent circulations
4/30/2026	35526	Community rules and laws	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38179	Getting ready for kindergarten	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35532	Landforms	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35535	Economics for children	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35531	Learning about money	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38823	Money & making change	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35534	Effective teaching with classroom videos	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39703	King	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35528	Citizenship in the community	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39687	Sight words level 1	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39688	Sight words level 2	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39689	Sight words level 3	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35530	Difference between wants and needs	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35527	Neighborhoods: understanding where we live	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39626	Earth science	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39630	Life science	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39619	Physical science	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36442	Charts, graphs, and diagrams	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36444	Learning about sorting and grouping	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36317	Christmas around the world	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35529	Transportation in and between communities	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35536	Telling time	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38824	Telling time	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38822	Addition & subtraction rap	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	32995	Willy the sparrow	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38826	Shrek	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38827	Shrek 2	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	33886	The princess and the pea	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35539	The secret of Nimh	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38496	Multiplication rap	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38180	Letter sounds	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38178	Colors, shapes and counting	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38990	The best Christmas pageant ever	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	39628	The Spiderwick chronicles	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	37410	The butterfly king	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36437	March of the penguins	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38495	Puss in boots	DVD	no circulation in approx 10 years - will be offered to teachers/staff

4/30/2026	35533	This is our world	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36439	Pioneer life for children	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38825	Cars	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38177	Charlotte's web	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38176	Charlotte's web	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	34765	Coyote summer	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35538	Because of Winn-dixie	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35713	Happy feet	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35709	Musical school day	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36318	Hoot	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38828	The Incredibles	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	38829	Inspector Gadget	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	35537	A wrinkle in time	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36441	Saving Shiloh	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	36440	Shiloh season	DVD	no circulation in approx 10 years - will be offered to teachers/staff
4/30/2026	32998	Friendship's field	DVD	no circulation in approx 10 years - will be offered to teachers/staff
5/1/2026	20884	The frog prince	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	20887	Red Riding Hood	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	20893	Arrow to the sun	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	20888	The little red hen	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	20881	Mysterious tadpole	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	20896	The grouchy ladybug	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	20889	The princess and the pea	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	20891	The legend of the bluebonnet	Kit	no circulation ever - will be offered to teachers/staff
5/1/2026	26452	Sitting Bull	Shaughnessy	low circulation - will be offered to teachers/staff
5/1/2026	20118	We'll race you, Henry	Mitchell	low circulation - will be offered to teachers/staff
5/1/2026	20273	Can't you make them behave, King George?	Fritz	low circulation - will be offered to teachers/staff
5/1/2026	27369	Snowflake Bentley	Martin	low circulation - will be offered to teachers/staff
5/1/2026	20015	George Washington Carver	Benitez	low circulation - will be offered to teachers/staff
5/1/2026	10113	Black whiteness	Burleigh	low circulation - will be offered to teachers/staff
5/1/2026	27188	Bravery: The story of Sitting Bull	Murray	low circulation - will be offered to teachers/staff
5/1/2026	26570	The man who painted Indians	Plain	low circulation - will be offered to teachers/staff
5/1/2026	27117	Sacagawea	Gleiter	low circulation - will be offered to teachers/staff
5/1/2026	27119	Pocahontas	Gleiter	low circulation - will be offered to teachers/staff
5/1/2026	27118	Annie Oakley	Gleiter	low circulation - will be offered to teachers/staff
5/1/2026	26952	Kit Carson	Gleiter	low circulation - will be offered to teachers/staff
5/20/2026	41363	The Tale of Angelino Brown		low circulation - will be offered to teachers/staff
5/20/2026	31848	Crispin		low circulation - will be offered to teachers/staff
5/20/2026	40118	The final battle: for now		low circulation - will be offered to teachers/staff
5/20/2026	40124	Rebecca's rashness		low circulation - will be offered to teachers/staff
5/20/2026	40119	Zinnia's zaniness		low circulation - will be offered to teachers/staff
5/20/2026	39511	Lantern Sam and the Blue Streak bandits		low circulation - will be offered to teachers/staff
5/20/2026	38505	The puzzler's mansion		low circulation - will be offered to teachers/staff
5/20/2026	11451	The Penderwicks at last		low circulation - will be offered to teachers/staff
5/20/2026	34497	Hill Hawk Hattle		low circulation - will be offered to teachers/staff
5/20/2026	11398	The Ambrose deception		low circulation - will be offered to teachers/staff
5/20/2026	40036	Absolutely almost		low circulation - will be offered to teachers/staff
5/20/2026	40779	Children of exile		low circulation - will be offered to teachers/staff
5/20/2026	39329	The year of Billy Miller		low circulation - will be offered to teachers/staff
5/20/2026	40856	The Van Gogh deception		low circulation - will be offered to teachers/staff
5/20/2026	36255	Bartlett and the city of flames		low circulation - will be offered to teachers/staff
5/20/2026	41082	The last wilderness		low circulation - will be offered to teachers/staff
5/20/2026	33549	The Bellmaker		low circulation - will be offered to teachers/staff
5/20/2026	37777	The outcast of Redwall		low circulation - will be offered to teachers/staff
5/20/2026	40945	Brave red, smart frog		low circulation - will be offered to teachers/staff
5/20/2026	12303	The Mystery of the ivory charm		low circulation - will be offered to teachers/staff
5/20/2026	40906	Step up to the plate, Maria Singh		low circulation - will be offered to teachers/staff
5/20/2026	40813	Mary Anne's Curiosity		low circulation - will be offered to teachers/staff
5/20/2026	40417	Pippi Longstocking		low circulation - will be offered to teachers/staff
5/20/2026	41264	The Problim children		low circulation - will be offered to teachers/staff
5/20/2026	40576	A long pitch home		low circulation - will be offered to teachers/staff
5/20/2026	39949	Alive and kicking		low circulation - will be offered to teachers/staff
5/20/2026	39341	Better to wish		low circulation - will be offered to teachers/staff

5/20/2026	39014	Hide and seek	low circulation - will be offered to teachers/staff
5/20/2026	40649	The secret of Goldenrod	low circulation - will be offered to teachers/staff
5/20/2026	41105	How Oscar Indigo broke the universe	low circulation - will be offered to teachers/staff
5/20/2026	40740	Word of mouse	low circulation - will be offered to teachers/staff
5/20/2026	41263	The Real McCoys	low circulation - will be offered to teachers/staff
5/20/2026	11105	How Oscar Indigo broke the universe	low circulation - will be offered to teachers/staff
5/20/2026	40128	The case of the phantom cat	low circulation - will be offered to teachers/staff
5/20/2026	40574	The case of the secret tunnel	low circulation - will be offered to teachers/staff
5/20/2026	40322	The case of the feathered mask	low circulation - will be offered to teachers/staff
5/20/2026	31259	Belle Prater's boy	low circulation - will be offered to teachers/staff
5/20/2026	34673	Tadpole	low circulation - will be offered to teachers/staff
5/20/2026	39071	The summer of hammers & angels	low circulation - will be offered to teachers/staff
5/20/2026	41500	Harbor me	low circulation - will be offered to teachers/staff

**Child Nutrition & Wellness
Kansas State Department of Education**

2027 PROGRAM AGREEMENT

**National School Lunch Program, School Breakfast Program, Special Milk Program,
Afterschool Snack Program, Cash-in-lieu-of Commodities, Child and Adult Care
Food Program, At-Risk Afterschool Meals, Fresh Fruit and Vegetable Program,
Summer Food Service Program and Seamless Summer Option**

Instructions:

1. Two copies of this agreement must be completed, signed and submitted to Child Nutrition & Wellness, Kansas State Department of Education (KSDE), Landon State Office Building, 900 SW Jackson Street, Suite 251, Topeka, KS 66612-1212. Original signatures are required. A signature stamp is acceptable only if it is registered with the Kansas Secretary of State.
 2. When this agreement is approved, a copy will be returned for the Sponsor's files.
-

Please print.

Sponsor Number 364 Sponsor Name Marysville

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A. Additional Documents Incorporated Into this Agreement

The following separate documents are incorporated herein by reference and are a part of this agreement. The Sponsor shall complete these documents using instructions provided by Child Nutrition & Wellness, Kansas State Department of Education (KSDE). The Sponsor agrees to seek approval from KSDE prior to using a modified version of any form or attachment listed below.

All School Nutrition Programs (via the KN-CLAIM computer system):

- Sponsor Application
- Site Application(s)
- Monthly/Annual Financial Report
- Wellness Impact Tool
- Food Safety Training Record
- Pre-Verification Worksheet
- Post Verification Results
- Community Eligibility Provision Notification
- Paid Lunch Equity Tool

National School Lunch Program (NSLP), School Breakfast Program (SBP), Cash-in-lieu-of Commodities:

- Letter to Household
- Application Packet for Free and Reduced Price School Meals
- Notify Household about School Meal Benefits
- Consent for Disclosure
- Announcement of Child Nutrition Programs
- Appointment of a New Authorized Representative
- Confirm Your Eligibility for Free/Reduced Price Meals
- We Have Reviewed Your Application (Verification Results Letter)
- Procurement Plan
- Written Standards of Conduct
- Sponsor Unpaid Meal Charge Policy

Child & Adult Care Food Program (CACFP):

- Management Plan
- Budget
- Purchasing Plan
- Written Standards of Conduct
- Verification of CACFP Staff Training
- Recordkeeping Forms
- Meal Contract (if applicable)

Summer Food Service Program (SFSP):

- Letter to Health Department
- Budget
- Purchasing Plan and Written Standards of Conduct
- Training Certification
- Vended Meal Contract, if applicable
- Letter to Household, if applicable
- Waiver to Unitized Meals, if applicable

Special Milk Program (SMP) - Paid and Free Milk:

- Special Milk Only – Application Packet for Free Milk
- Special Milk – Information for Households with Kindergarten or Pre-K Students
- Notification of Eligibility Determination
- Consent for Disclosure
- Announcement of Child Nutrition Programs
- Appointment of a New Authorized Representative
- Letter to Household about Direct Certification
- Letter to Household about Benefit Decrease

B. Definitions

For the purpose of this agreement, the following definitions apply.

1. **Adult:** A person who meets any of the following criteria: (a) a staff member or employee of a school, including all faculty, supervisory, and other personnel, or (b) a person who is 21 years of age or older, or (c) a person who is not a student of high school grade or under.

"Adults enrolled for care and training" means (a) students enrolled in school classes above the 12th grade level, and (b) all persons 21 years or older receiving care and training as enrollees of institutions.
2. **Afterschool Snack Program:** The National School Lunch Program (NSLP) offers cash reimbursement to help schools serve snacks to children after their regular school day ends.
3. **At-Risk Afterschool Meals:** The At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP) offers Federal funding to afterschool programs that serve a meal or snack to children in low-income areas.
4. **Categorically Eligible Child:** A child who is eligible for free meal benefits because they, or any household member, receive benefits under Assistance Programs or the child is designated as a member of the Other Source Categorically Eligible Programs. An individual child's eligibility under any of the Other Source Categorically Eligible Programs does not convey to other children in the household. There are two ways a child may be classified as categorically eligible:
 - a) Through participation in Assistance Programs- Food Assistance (FA), Temporary Assistance to Children (TAF), or the Food Distribution Program on Indian Reservations (FDPIR)- (a child or any member of the household, receives benefits as determined through direct certification or an application with appropriate case numbers); or
 - b) Through Other Source Categorically Eligible designation:
 - A child enrolled in a Head Start or Even Start program on the basis of meeting that program's low-income criteria
 - A homeless child as determined by the Sponsor's homeless liaison or by the director of a homeless shelter
 - A migrant child as determined by the State
 - A runaway child who is receiving assistance from a program under the Runaway and Homeless Youth Act and is identified by the local educational liaison
 - A foster child who is under the legal responsibility of a foster care agency or court
5. **Child:** (a) A student of high school grade or under as determined by the State, who is enrolled in an educational unit of high school grade or under as described in paragraphs (a) and (b) of the definition of "school", including students who are mentally or physically handicapped as defined by the State and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of "school".
6. **Child Nutrition Programs (CNP):** The following Federal CNPs are administered at the State-level by KSDE: National School Lunch Program, School Breakfast Program, Special Milk Program, Cash-in-lieu-of Commodities, Child and Adult Care Food Program, Fresh Fruit and Vegetable Program, Seamless Summer, and Summer Food Service Program. The Afterschool Snack Program is a provision of the National School Lunch Program. At-Risk Afterschool Meals (snack and/or supper) is a provision of the Child and Adult Care Food Program.
7. **Community Eligibility Provision (CEP):** An alternative to household applications for free and reduced price meals in Sponsors and schools in high poverty areas. To be eligible, sponsors and/or schools must meet a minimum level (40%) of identified students for free meals in the year prior to implementing CEP; agree to serve free lunches and breakfasts to all students; not collect free and reduced price applications from households in participating schools and agree to cover with non-Federal funds any costs of providing free meals to all students above amounts provided in Federal assistance. Reimbursement is based on claiming percentages derived from the identified student percentage.

8. Competitive Food: All food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the School Campus during the School Day. School Day means, for the purpose of competitive food standards implementation, the period from the midnight before, to 30 minutes after the end of the official school day. School Campus means, for the purpose of competitive food standards implementation, all areas of the property under jurisdiction of the school that are accessible to students during the school day.
9. DCF: Department for Children and Families is the State agency (formerly SRS) that administers the Food Assistance Program and Temporary Assistance for Needy Families (TAF).
10. Direct Certification: The process of determining children eligible for free benefits based on documentation obtained directly from the appropriate State or local agency or other individual authorized to certify that the children are members of a household receiving Food Assistance or assistance under FDPIR or TAF. Children certified as foster children, homeless, migrant, runaway or income-eligible for Head Start/Even Start are also directly certified.
11. FDPIR: Food Distribution Program on Indian Reservations.
12. Federal fiscal year: A period of twelve months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.
13. Food service area: the cafeteria or any other areas in the school where reimbursable meals are prepared, served, and/or eaten.
14. Foster Child: A child whose care and placement is the responsibility of an agency that administers a State plan under part B or E of title IV of the Social Security Act, or a foster child who a court has placed with a caretaker household. These provisions only apply to children formally placed in foster care by a State child welfare agency or a court. They do not apply to informal arrangements such as caretaker arrangements or permanent guardianship placements that may exist outside of or as a result of State or court-based systems. Whether placed by the State child welfare agency or a court, in order for a child to be considered categorically eligible for free meals, the state must retain legal custody of the child. A foster child is categorically eligible for free meals without further application. For purposes of determining eligibility for school meals for other children in the household, the foster child is considered a member of the household in which they reside. The foster child's income is only considered when the foster family applies for meal benefits for the non-foster children in the household.
15. Free meal: A meal served in the National School Lunch Program or School Breakfast Program to a child eligible for benefits under 7 CFR Part 245. Neither the child nor any member of the household pays or is required to work in the school or in the school's food service.
16. Free milk: Milk served in the SMP to a child eligible for free milk under 7 CFR Part 245. Neither the child nor any member of the household pays or is required to work in the school or in the school's food service.
17. Fresh Fruit & Vegetable Program (FFVP): The Fresh Fruit and Vegetable Program provides all students in selected elementary schools with free fresh fruits and vegetables during the school day.
18. Homeless: A child is considered homeless if she/he is identified as lacking a fixed, regular and adequate nighttime residence by the Sponsor's homeless liaison, or by the director of a homeless shelter.
19. KSDE: As used in this agreement, KSDE refers to the Child Nutrition & Wellness Section of the Kansas State Department of Education.
20. Income: All money received by or accruing to the nonprofit food service program including, but not limited to, children's payments, adults' payments, earnings on investments, other local revenue, State reimbursement and Federal reimbursement.

21. Income Eligibility Guidelines: Household size and income levels prescribed annually by the U.S. Secretary of Agriculture for determining eligibility for reduced price and free meals and for free milk. The free guidelines are at or below 130 percent of the Federal poverty guidelines and the reduced price guidelines are between 130 and at or below 185 percent of the Federal poverty guidelines.
22. Independent Review of Applications: Sponsors that demonstrate high levels of, or a high risk for administrative error associated with certification, verification and other administrative processes during an administrative review will be required to conduct an independent review of initial eligibility determinations for free and reduced price school meal applications for accuracy prior to notifying households of eligibility.
23. Local Educational Agency (LEA):
 - The public board of education or other public or private nonprofit authority legally constituted within a State for the administrative control of public or nonprofit schools in a political subdivision of a State.
 - An administrative agency or a combination of school districts or counties that is recognized by the State.
 - Any other public or private nonprofit institution or agency having administrative control and direction of a public or private nonprofit school or residential child care institution
24. Long-term care facility: Any hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more.
25. Meals: Food served at a school under the indicated program(s) which meets the applicable nutritional requirements set forth in this agreement in Section M, Meal Requirements. The term "meals" refers to lunch, supper and/or breakfast, whichever is applicable.
26. Migrant: A child who is enrolled in the migrant education program (MEP) as determined by the state or local MEP coordinator.
27. Net cash resources: All money that is available to the Sponsor for the nonprofit food service program less accounts payable. Cash resources include, but are not limited to, cash on hand, cash receivable, accrued earnings on investments, cash on deposit and the value of stocks, bonds or other negotiable securities.
28. Non-pricing program: A program that provides meals/milk at no separate charge to children.
29. Nonprofit food service: Food service operations conducted by the Sponsor principally for the benefit of children. All income from the nonprofit food service program is used solely for the operation or improvement of such program.
30. Nonprofit private school: A nonpublic school exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1954, as amended.
31. Overt identification: Any action that may result in a child being recognized as potentially eligible to receive or certified for free or reduced price meals or free milk. Sponsors must assure that a child's eligibility status is not disclosed at any point in the process of providing free or reduced meals, including notification of the availability of free or reduced price benefits; certification and notification of eligibility; provision of meals in the cafeteria; the point of service; and through method of payment.
32. Point-of-service: The point in the food service operation where a determination can accurately be made that a reimbursable paid, reduced price or free meal/snack has been served to an eligible child. In most cases, the "point of service" must be at the end of the serving line, since that is generally the only place where it can be determined that a reimbursable meal/snack has been served.
33. Pricing program: A program that sells meals/milk to children. This includes any program in which maximum use is made of CNP reimbursement payments to lower the price children would otherwise pay for meals/milk.

34. Reduced price meal: A breakfast priced at 30 cents or less, a lunch priced at 40 cents or less, or an afterschool snack priced at 15 cents or less and provided to a child eligible for reduced price benefits under 7 CFR Part 245.
35. Residential Child Care Institution (RCCI): Any distinct part of a public or nonprofit private institution that (1) maintains children in residence; (2) operates principally for the care of children; and (3) if private, is licensed by the State or local government to provide residential child care services under the appropriate licensing code. RCCIs are included in the regulatory definition of “school” for the Child Nutrition Programs.
36. Runaway: A runaway child who is receiving assistance from a program under the Runaway and Homeless Youth Act and is identified by the Sponsor’s homeless liaison.
37. 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;
 - any public or nonprofit private classes of preprimary grade when they are conducted in the aforementioned schools;
 - any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes.
38. School week: The period of time used to determine compliance with the nutrition standards and the appropriate calorie and nutrient levels as specified in 7CFR 210.10. In a school, the period shall be a normal school week of four or five consecutive days. However, to accommodate shortened weeks resulting from holidays and other scheduling needs, the period shall be a minimum of three consecutive days and a maximum of seven consecutive days. Weeks in which school meals are offered less than three times shall be combined with either the previous or the following week.
39. School year: The period between July 1 and June 30
40. Senior high school students: Students (a) of a high school grade level as determined by the Kansas State Board of Education, and (b) enrolled in a “school” as defined in this agreement.
41. Snacks: Meal supplements, as described in Section P and Q of this agreement, served after school to children enrolled in an approved after school care program.
42. Special Milk: Milk served to children, enrolled in a school, for whom no other Child Nutrition Program is available (e.g., split-session kindergartens and schools that provide only milk).
43. Split-session: An educational program operating for approximately one-half of the normal school day.
44. Sponsoring Food Authority (Sponsor herein): The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a Federal Child Nutrition Program therein.
45. State fiscal year: A period of twelve months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year.
46. TAF: Temporary Assistance for Needy Families
47. USDA: United States Department of Agriculture
48. Verification: Confirmation of eligibility for reduced price or free Child Nutrition Program benefits. At a minimum, verification shall include confirmation of income eligibility, participation in the Food Assistance Program, or current receipt of TAF or FDPIR benefits.

C. Statement of Agreement

This agreement is entered into by the Child Nutrition & Wellness Section of the Kansas State Department of Education (hereinafter referred to as "KSDE") and the Sponsoring Food Authority named on page one of this document (hereinafter referred to as "Sponsor") in order to implement one or more of the Federal Child Nutrition Programs in the Sponsor's school(s) as indicated on the Site Application for each school. KSDE and the Sponsor mutually agree as follows.

1. This agreement shall be effective starting on the month specified on the Sponsor Application for the programs indicated on each of the Sponsor's approved Site Applications and shall continue until modified or terminated in the manner prescribed herein.
2. This agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and KSDE may terminate this agreement upon receipt of evidence that the Sponsor has not fully complied with the terms and conditions of this agreement or of any applicable laws or regulations. Any termination of this agreement by KSDE shall be in accordance with applicable laws and regulations.
3. The terms of this agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.
4. KSDE shall promptly notify the Sponsor of any change in the minimum meal requirements or the assigned rates of reimbursement.
5. KSDE shall, to the extent that funds are available, disburse reimbursement to the Sponsor promptly and equitably for reimbursable meals, snacks and Special Milk served to enrolled children participating in the programs indicated on their respective school's approved Site Application. Such reimbursement payments are subject to the following limitations.
 - a. Lunch reimbursement paid to the Sponsor shall not exceed the number of paid, reduced price and free lunches served to eligible children multiplied by the reimbursement rate for each category of lunch.
 - b. Regular Breakfast reimbursement rates are paid to Sponsors for schools not participating in the Severe Need option of the School Breakfast Program. Regular breakfast reimbursement paid to the Sponsor shall not exceed the number of paid, reduced price and free breakfasts served to eligible children multiplied by the regular breakfast reimbursement rate for each category of breakfast.
 - c. Severe Need Breakfast reimbursement rates are paid to Sponsors for schools that are participating in the Severe Need option of the School Breakfast Program. Sponsors qualify when at least 40% of the lunches served 2 years prior were served to students qualifying for free and/or reduced price benefits. During any fiscal year, reimbursement paid to the Sponsor for breakfasts served in approved Severe Need schools shall not exceed the number of reduced price and free Severe Need breakfasts served multiplied by the applicable Severe Need breakfast reimbursement rate.
 - d. Cash-in-lieu-of Commodities reimbursement shall be paid for each reimbursable lunch served.
 - e. Afterschool Snack Program reimbursement paid to Sponsors shall not exceed the number of paid, reduced price and free snacks served to eligible children multiplied by the reimbursement rate for each category of snack. Snacks served at site eligible programs shall be reimbursed at the free snack reimbursement rate.
 - f. Special Milk reimbursement shall be paid to Sponsors for each half-pint milk unit served to students qualifying to participate in the Special Milk Program. Reimbursement for paid milk shall not exceed the number of paid units served to students multiplied by the reimbursement rate. Reimbursement for free milk shall not exceed the number of free units served to students multiplied by the average cost per half-pint unit.
 - g. Fresh Fruit and Vegetable Program reimbursement shall be paid to Sponsors for school(s) participating. Reimbursement shall be no less than \$50 and not exceed \$75 per student for the school year for the purchase of fresh fruits and vegetables and limited non-food costs.
 - h. Summer Food Service Program reimbursement shall be paid to Sponsors for up to 2 summer meals (breakfast, am snack, lunch, pm snack, supper) served to students at sites qualified to participate in the summer food service program.
 - i. Seamless Summer Option – School Nutrition Program free reimbursement shall be paid to Sponsors for up to 2 summer meals (breakfast, a.m. snack, lunch, pm snack, supper) daily served to students at open or enrolled school sites qualified by Summer Food Service Program site qualifications.
 - j. Child and Adult Care Food Program – reimbursement shall be paid to Sponsors for each meal or snack served to children at sites qualified to participate in the Child and Adult Care Food Program including At-Risk Afterschool Meals.

6. KSDE will distribute annually a public media release to local news media and the employment offices statewide. The sponsor will distribute the public media release to any major employers who are contemplating large layoffs in the attendance area of the sponsor when the need is identified.

D. Requirements for All Programs

The Sponsor agrees to:

1. Comply with all provisions of the following that are applicable to the conduct of any Federal Child Nutrition Program in which the Sponsor participates: Chapter 7 Code of Federal Regulations (7CFR) Parts 210, 215, 220, 225, 226, 240, 245, and 250; Chapter 2 Code of Federal Regulations (2CFR) Part 200 as applicable; instructions and guidance issued by USDA or KSDE; statutes of the State of Kansas; regulations of the Kansas State Board of Education; and provisions of this agreement.
2. Certify that each school, camp or child care institution, for which a Site Application is submitted, is nonprofit and exempt from Federal income tax under the Internal Revenue Code as amended.
3. Add, modify or inactivate a site by notifying KSDE of changes needed on the Site Application form.
4. Designate an authorized representative who is fully empowered and has responsibility to:
 - enter into any agreement with KSDE;
 - review and analyze meal/snack/milk counts to ensure accuracy; and
 - prepare and sign program documents, program reports, and reimbursement claims pertaining to implementation and operation of the programs.If the authorized representative changes, the Sponsor shall promptly report the change to KSDE.
5. No exempt fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.
6. Implement the Smart Snacks in School Nutrition Standards for competitive foods sold on the school campus during the school day and comply with the exempt fundraiser limit set by the Kansas State Board of Education. There are no frequency limits on fundraisers during which food items that meet the nutrition standards are sold; nor are there any limits on non-food fundraiser activities.
7. Assure that proceeds from the sale of all competitive foods accrue to the food service fund, to the school, or to approved student organizations.
8. Provide students adequate time to eat.
 - Allow a minimum of 15 minutes from the time a student receives a lunch until he/she is required to leave the food service area. KSDE recommends allowing at least 25 minutes for students to get lunch, eat and pass to class.
 - Allow a minimum of 10 minutes from the time a student receives a breakfast until he/she is required to leave the food service area. KSDE recommends allowing at least 20 minutes for students to get breakfast, eat and pass to class. For schools electing to offer breakfast via an innovative breakfast delivery model the amount of time required can be reduced if students are permitted to eat in the classroom or other common areas.
 - Note: Sponsors are encouraged to adopt policy allowing longer meal
 - Allow students time to wash their hands before eating and to clean up after eating.
9. Maintain necessary facilities for storing, preparing, and serving food.
10. Adhere to proper sanitation, health and food handling standards in conformance with all applicable KSDE, Kansas State Board of Education, State, and Federal laws, regulations and policies. Correct any discrepancies found by health officials or KSDE.
11. Organize and implement activities that involve students and parents in the School Nutrition Program.

12. Require all persons (employees or other persons under the supervision of the Sponsor) who come in regular contact with students to submit a health certification signed by a person licensed in any state to practice medicine or surgery. The certificate must indicate that such person is free from a condition that would conflict with the health, safety, or welfare of the students and that freedom from TB has been established by a chest X-ray or negative skin test. Additional certification may be required whenever the Sponsor has reason to believe that such a person is suffering from an illness that might be detrimental to the health of students.
13. If a contract is made with a food service management company or other commercial enterprise for the preparation or delivery of food, the Sponsor shall maintain responsibility to KSDE for compliance with all statutes, rules, and regulations of the program and any revocations, amendments, or supplements thereto.
14. Provide timely and complete responses to requests from KSDE for corrective action or required information. If the Sponsor has not responded to KSDE's satisfaction within 30 days of the due date, the Sponsor's reimbursement may be withheld until such time as the Sponsor complies with the request.
15. Require cooperation with the United States Department of Agriculture officials and contractors conducting evaluation and research.
16. Certify that required training is completed. Participate in Administrative Training (which includes mandatory annual Civil Rights training) as offered by KSDE, Child Nutrition & Wellness. Maintain current food safety training for all child nutrition personnel.
17. Follow the most recent guidance in KSDE's publication, *Food Service Facts*, and in Update Memos posted on the KSDE website at <https://cnw.ksde.gov>.
18. Sponsors are required by NSLP regulations (7 Code of Federal Regulations 210.12(d)(2)) to conduct annual outreach to households about free meals or snacks available from SFSP sites during the summer. The outreach information must be provided to households prior to the end of each school year, so this information may *not* be distributed via the annual school meals application packet. The information may be distributed prior to the end of each school year by any means normally used to communicate with households, for example email or website.
19. Sponsors that have one or more sites that offer the SBP are required by federal program regulations (7 Code of Federal Regulations 210.12(d)(1)) to inform families about the availability of the breakfast program. This information must be sent to households prior to or at the beginning of each school year, so it may be included in the annual school meals application packet. In addition, schools should send reminders regarding the availability of the SBP multiple times throughout the school year. Schools can provide reminders to children through their public address systems in schools or through means normally used to communicate with the households of enrolled children. Other acceptable outreach activities may include developing or disseminating printed or electronic material to families and school children. For example, information about the SBP should be posted on the school's website.

E. Financial Management

The Sponsor agrees to:

1. Establish a fund called the "Food Service Fund," consisting of all money deposited therein or transferred thereto according to law.
2. Maintain a positive cash balance in the Food Service Fund.
3. Credit all revenue received by the Sponsor for food service and from charges for food service to the Food Service Fund.
4. Pay expenses attributable to the Sponsor's food service from the Food Service Fund.
5. Transfer no money from the Food Service Fund to any other fund.
6. Operate a nonprofit School Nutrition Program.

7. Use only program income from sources other than Federal, State, or children's payments to pay for:
 - wages or benefits of teachers or regularly employed administrative personnel for supervision of the program
 - passenger automotive equipment
 - land
 - acquisition or construction of buildings
 - alterations to existing buildings
8. Limit net cash resources to an amount that does not exceed three months average expenditures for the Sponsor's nonprofit food service program. KSDE shall monitor the net cash resources of the nonprofit food service program of the Sponsor. In the event that such resources exceed three months average expenditures for the Sponsor's nonprofit food service program, KSDE may require the Sponsor to reduce student meal prices, improve food quality, or take other actions to improve the nonprofit food service program. In the absence of any such action, KSDE shall adjust reimbursement rates paid to the Sponsor.
9. Establish a Meal Charge Policy approved by the local board of education and upload in KN-CLAIM as part of the annual program renewal process. Sponsors must make reasonable efforts to collect delinquent debt within a reasonable timeframe and determine the process and timeframe for collecting delinquent debt and include in the written policy. Sponsors must also determine when delinquent debt is uncollectable and will be considered bad debt, transfer funds for bad debt to the food service account from non-federal sources, assume costs of on-going collection fees and legal fees, if applicable, and maintain records related to bad debt (SP 46-2016).
10. The local Meal Charge Policy must be communicated in writing to all households at the start of the school year and to families that transfer in during the school year. Sponsors must communicate to all staff responsible for enforcing any aspect of the policy and maintain records related to the meal charge policy including the written policy, and documentation of the methods used to communicate the policy to households and to staff responsible for policy enforcement. (SP 46-2016).
11. Ensure sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free or reduced price meals. There are two ways to meet this requirement: either through the prices charged for "paid" meals or through other non-Federal sources provided to the nonprofit school food service account (7 CFR 210.14(e)).

F. Purchasing

The Sponsor agrees to:

1. Comply with the "Buy American" provision of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 and regulations implementing the law's requirements as follows: To the maximum extent practicable, the Sponsor shall purchase domestic commodities or products for use in meals served under the National School Lunch Program and the School Breakfast Program. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
2. When nonprofit food service account funds are used, procurement transactions for food products on the commercial market must comply with the Buy American provision (7 CFR part 210.21(d)), whether food products are purchased by Sponsors or entities that are purchasing on their behalf.
3. The Buy American provision must be included in all product specifications, bid solicitations, requests for proposals, contracts, purchase orders, and other procurement documents issued and applies to all money expended from the Sponsor's Food Service Fund. Sponsors are required by 2 CFR 200.318(b) to monitor contractor performance to ensure compliance with all contractual requirements including the Buy American provision.

4. Use Cash-in-lieu-of Commodities only to obtain foods for use during the State fiscal year in which the funds are made available. Cash-in-lieu-of Commodities is to be used only for the food service programs of those schools of the Sponsor participating in the lunch and breakfast programs.
5. Purchase foods designated as plentiful by KSDE or USDA in the largest quantities as may be efficiently utilized in the food service program.
6. Maintain written standards of conduct for staff awarding and administering the contract. No employee, officer or agent shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors.
7. Sponsors may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.
8. Follow Federal (2 CFR 200, 7 CFR 210), State or local purchasing requirements, whichever are more stringent.
9. A procurement plan (2 CFR 200.318(a)) and written standards of conduct (2 CFR 200.318(c)(1)) must be uploaded into KN-CLAIM as a part of Program Renewal and reviewed by KSDE annually.
10. Participate annually in procurement training as required under the USDA Integrity Final Rule to ensure compliance with federal procurement standards.

G. Accountability, Collection Procedures and Reimbursement Claims

The Sponsor agrees that:

1. The procedure(s) for each school to collect from students who pay for their meals and the point-of-service meal accountability system that ensures daily accuracy of meal counts by category (i.e., paid, reduced price and free) will be implemented as specified on each Site Application of this agreement and approved by KSDE and will prevent the overt identification of the children receiving free or reduced price meals or free milk.
2. Any alterations in the aforementioned approved counting and claiming procedures, will be submitted to KSDE for approval prior to implementation. Such changes shall be effective only upon approval by KSDE.
3. The number of paid, reduced price and free reimbursable meals served to eligible children will be counted at the point of service; or through another counting system only as pre-approved by KSDE.
4. If the Sponsor has more than one food service site, the Sponsor will conduct on-site reviews by February 1 of each year to verify meal accountability and claiming practices at each site where meals are served. If a problem(s) exists, corrective action will be implemented and a follow-up site review will be conducted within 45 calendar days to verify resolution of problem(s).
5. Each school's daily meal count and the Sponsor's monthly meal count will be compared against data which will assist in identifying excess numbers of meals claimed.
6. Claims for reimbursement will be submitted in accordance with procedures established by KSDE and as specified in 7CFR, Part 210.8 and if applicable 7 CFR 215.10, 7 CFR 220.11, 7 CFR 225.16, 7 CFR 225.9(d) and 7 CFR 226.10
7. Reimbursement will be claimed for no more than one breakfast and one lunch per day served to each eligible participant in the National School Lunch Program and School Breakfast Program.
8. Reimbursement will be claimed only for those meals that meet the requirements set forth in this agreement's Section M., Meal Requirements.
9. Reimbursement will be claimed only for meals/snacks/milk served to eligible children.

10. Final claims for reimbursement will be submitted within 60 days following the close of the claim month. Claims received after the 60-day deadline cannot be reimbursed. However, KSDE's Director of Child Nutrition & Wellness can grant an exception to the 60-day rule once during each 36-month period. Requests for exceptions must be submitted in writing and include a corrective action plan. Failure to submit accurate reimbursement claims will result in the recovery of an over-claim and may result in the withholding of payments, suspension or termination of this program as specified in 7 CFR 210.24, 7 CFR 215.15, 7 CFR 220.18 and 7 CFR 226.10 as applicable.
11. If failure to submit accurate claims is the result of embezzlement, willful misapplication of funds, theft, or fraudulent activity, then the penalties specified in 7CFR 210.26, 7 CFR 215.6, 7 CFR 220.6, CFR 225.6 and 7 CFR 226.10 and 226.25 shall apply.

H. Record Keeping

The Sponsor agrees to:

1. Maintain full and accurate records of operations under this agreement, including those set forth in this section, to serve as a basis for claims for reimbursement.
2. Retain all such records for a period of five (5) years after the date of the final claim for reimbursement for the fiscal year to which they pertain. However, if audit or review findings have not been resolved, the records shall be retained as long as required for the resolution of the issues raised by the audit or review.
3. Maintain records of income receipts and expenditures in a manner that documents the nonprofit status of the food service program.
4. Upon request, make all accounts and records pertaining to the food service operation available to KSDE representatives for audit or review at a reasonable time and place.
5. Request and receive annual approval from KSDE prior to using alternate forms/records in place of those provided by KSDE. The Sponsor may request approval to use alternate forms at times other than during the annual program approval process.
6. Maintain accurate records of the following:
 - a. Meal/milk counts identified by program(s) and attendance center(s):
 - Daily number of meals/milks served to children by school and by type of meal
 - Daily number of paid meals/milks served to eligible children
 - Daily number of reduced price meals served to eligible children
 - Daily number of free meals/milks served to eligible children
 - Daily number of meals served to adults
 - b. Income identified by program and attendance centers from:
 - Children's payments for meals/milk
 - Federal reimbursement including Cash-in-lieu-of Commodities
 - State reimbursement
 - Other program sales/income
 - Non-program foods
 - Transfers from the Sponsor's General Fund or other funds
 - c. Expenditures identified by program and allocated to preparation centers (supported by invoices, receipts, or other evidence) for:
 - Food/milk
 - Direct labor
 - Equipment
 - Food service contractual services
 - Other direct program costs
 - Non-program foods
 - Indirect costs
 - d. Income and expenditures reconciled with the Food Service Fund account each month
 - e. Number of children in each school who are currently approved for reduced price or free benefits
 - f. Applications submitted by households for reduced price or free benefits

- g. Value of all donations to program
- h. Accountability records pertaining to receipt of Cash-in-lieu-of Commodities
- i. Menu planning and food production records to document the menus served and quantities of food planned and served
- j. Production records to demonstrate that only one reimbursable breakfast/lunch/snack per child is provided per day
- k. Summary of eligibility verification, including procedures used, total number of approved applications on file October 1, total number of students in each eligibility category as of October 31 and percentage or number of applications verified
- l. On-site meal accountability review forms
- m. Paid Lunch Equity Tool (if applicable)
- n. Food Service Management Company Monitoring Forms and documentation of any contract addendums or amendments (if applicable)
- o. Community Eligibility Provision Notification Data
- p. Annual Report of Independent Review of Applications, detailing the number of free and reduced price applications subject to a second review, the number and percentage of reviewed applications for which eligibility determinations was changed and a summary of the type of changes made by October 31 (if applicable).
- q. Procurement Plan and Written Standards of Conduct
- r. Meal Charge Policy

I. Reduced Price and Free Policy

The Sponsor agrees to:

1. Provide reduced price or free benefits to enrolled children (a) who qualify based upon household size and income using the current federal Income Eligibility Guidelines or (b) who are directly certified or categorically eligible as defined in part B of this Agreement Addendum. The charge for reduced price meals shall not exceed 40 cents for lunch, 30 cents for breakfast and 15 cents for after school snacks.
2. Make no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of the meal. The names of the children eligible to receive reduced price or free benefits shall not be published, posted, distributed or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for reduced price or free benefits shall not be required to:
 - Work for their meals/milk
 - Use a separate food service area
 - Go through a separate serving line
 - Enter the food service area through a separate entrance
 - Consume meals/milk at a different time
 - Eat a meal different from the one sold to children paying the full price

When more than one lunch or breakfast or type of milk is offered which meets program requirements, a child eligible for reduced price or free benefits shall have the same choice of meals and/or milk that is available to a child who pays the full price for his/her meal/milk.

3. Prohibit the denial of paid, reduced price or free benefits as a disciplinary action to all students in attendance at participating schools.
4. Assure that the reduced price and free benefit eligibility status of all students will be maintained in a confidential manner and will be accessible to only persons who have direct administrative or enforcement responsibility in the food service program, Federal education programs, State health or education programs or Federal, State or local means-tested nutrition programs with eligibility standards comparable to the National School Lunch Program.
5. Agrees to avoid any policy or practice that has the effect of overtly identifying eligible children in the sale of competitive foods. If competitive foods are sold, the sale of competitive foods will not inadvertently result in eligible children being identified. Ways to limit overt identification related to the sale of competitive foods include:

- Limit competitive foods to those also offered as part of reimbursable meals on the reimbursable meals lines;
 - Offer competitive foods on the same lines as reimbursable meals are offered; or
 - Only allow competitive foods to be purchased with a pre-paid card.
6. The Letter to Household must be distributed to the households of children attending the school. This letter tells families which Child Nutrition Programs are available and notifies households that meals may be available free or at a reduced price. All Sponsors must be able to provide households with paper applications and instructions (Application Packet for Free and Reduced Price School Meals) for meals and for Special Milk Only. The Letter to Household may be distributed by the postal service, emailed to the parent/guardian or included in the information packet provided to students.
 7. Letters and applications cannot be sent home at the end of the school year for the next year, nor can the sponsor begin accepting and processing applications before July 1; except that year-round schools operating from July 1 through June 30 may distribute these materials in June.
 8. The letter and application described in item 6 above cannot be distributed to households before July 1.
 9. If the sponsor uses paper applications, an application form and instructions **must** be included with the letter to households.
 10. If the sponsor uses a computer or web-based system to process applications, the letter must inform the household how to access the system in order to apply for benefits. In addition, the letter **must** explain to the household how to obtain and submit a paper application. This may be done by including a telephone number or a form to return requesting that an application be sent.
 11. Publicly announce any changes in Child Nutrition Program eligibility criteria in the same manner used at the beginning of the school year.
 12. Maintain such applications and documentation of action taken for five (5) years after the end of the fiscal year to which they pertain.
 13. Allow applications for reduced price or free benefits to be submitted at any time during the year. Any parent/guardian enrolling a child in a school at any time during the year shall be supplied with the application documents. If a child transfers from one school to another under the jurisdiction of the same Sponsor, the eligibility for reduced price or free benefits shall be transferred to and honored by the receiving school.
 14. Obtain a copy of the application from the transferring Sponsor or require a new application for reduced price or free benefits to be completed and make a new eligibility determination for any student transferring from another Sponsor.
 15. Provide the same benefits to all children found to be income eligible on a household's application for reduced price or free benefits. Within ten (10) working days of the receipt of the application, notify the parent/guardian individually of the approval or denial of the application. Provide reduced price or free benefits immediately to children upon determination of their eligibility.
 16. Use approved applications from the prior year to establish student eligibility for up to 30 operating days of the current school year. A new eligibility determination in the current school year supersedes the carry-over eligibility. This policy applies to those students eligible based on direct certification or categorical and income eligible applications.
 17. Comply with the provisions for direct certification in Section J. of this agreement for all students certified eligible for free or reduced meals through the direct certification process.
 18. Designate a determining official to review applications, determine eligibility, and to sign and date applications.
 19. Designate a confirming official to review and confirm eligibility determinations made by the determining official on applications selected for verification.

20. Designate an independent individual or entity that did not make the original eligibility determination to conduct a second review of applications if required due to a high level of or high risk for administrative error as determined by KSDE.
21. Designate a hearing official who shall not be involved in the original eligibility determination.
22. Inform parents/guardians in writing when an application is denied, of the reason for denial and about the hearing procedure.
23. During appeals and hearings the children shall continue to receive reduced price or free benefits.
24. Provide an opportunity for the parent/guardian or Sponsor to request an informal conference prior to initiating the formal hearing procedure. The conference shall be used to discuss the situation, present information, obtain an explanation of data submitted in the application and of decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.
25. Develop a formal hearing procedure that provides:
 - a. A publicly announced, simple method for making an oral or written request for a hearing.
 - b. An opportunity to be assisted or represented by an attorney or other person.
 - c. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
 - d. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
 - e. An opportunity to present oral or documentary evidence and arguments supporting the presenter's position.
 - f. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
 - g. A hearing official, who did not participate in the decision under appeal, to conduct hearings and make a decision.
 - h. That the decision of the hearing official is based on USDA eligibility guidelines, and that the oral and documentary evidence is presented at the hearing and made a part of the hearing record.
 - i. That the decision of the hearing official is binding.
 - j. That the parties concerned and any designated representatives thereof will be notified in writing within five (5) days of the decision of the hearing official.
 - k. That for each hearing an accurate written record will be prepared, including (1) the decision under appeal, (2) any documentary evidence and a summary of any oral testimony presented at the hearing, (3) the decision of the hearing official and the reasons therefore, and (4) a copy of the notification to the parties concerned of the hearing official's decision.
 - l. That such written record shall be preserved for a period of five (5) years and shall be available for examination by the parties concerned or their representatives at any reasonable time and place during such period.
26. Notify households of the eligibility determination for reduced price or free benefits and include all information as printed in Notify Household about School Meal Benefits.
27. Verify the eligibility status of reduced price and free benefit recipients in accordance with provisions set forth in 7CFR Part 245 and to use forms prescribed by KSDE.
28. Develop procedures to ensure to the maximum extent practicable, that the sale of competitive foods and the method of payment do not inadvertently result in children being identified by their peers as receiving free or reduced price meal benefits.
29. Ensure there are no barriers for participation in Child Nutrition Programs for Limited English Proficient families. Sponsors are required to communicate with parents and guardians in a language they can understand throughout certification and verification processes.
30. Provide KSDE with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for reduced price or free meals as of September 20 of each year. The KSDE Principal's Building Report will be used to collect this information from public schools and KSDE will provide private schools with an alternative reporting mechanism.

31. Provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for reduced price or free benefits, upon the request of a sponsoring organization of day care homes in the Child and Adult Care Food Program (CACFP).
32. A foster child is categorically eligible for free meals and may be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. Foster care children can be included as household members and help other children in the household qualify for free or reduced price meals. If the foster family is not eligible for free or reduced price meal benefits, it does not prevent a foster child from receiving free meal benefits.
33. Households with children who are categorically eligible through Migrant, Homeless, Head Start and Runaway Programs should contact the school for assistance in receiving benefits and mark the relevant box on the application to indicate their status.

J. Direct Certification for Child Nutrition Program Benefits

The Sponsor agrees to:

1. Designate staff to complete activities associated with the direct certification process.
2. Assure KSDE that the information received about directly certified students shall be kept confidential and shall be used only for determining eligibility for Child Nutrition Program benefits or for optional benefits for which the child's parent/guardian has specifically waived confidentiality.
3. Access the Direct Certification electronic files and/or reports available in KN-CLAIM and:
 - Use the electronic file and/or report of matched students to approve these students for benefits.
 - Use the individual student look-up feature to certify any student who was not automatically matched but whose parent/guardian provides a Food Assistance/TAF case number.
4. Provide all households of directly certified students with written notification (Notify Household about School Meal Benefits) that these students are eligible for free meal benefits; that no further application is required; and that they may decline these benefits if they choose. Maintain a file of these notification letters.
5. Maintain full and accurate records of direct certification procedures and activities, including the KN-CLAIM information and certification letters from KSDE and retain such records for a period of five (5) years after the current year or as long as required to resolve audit or review issues.

K. Civil Rights

The Sponsor agrees to:

1. "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement." "By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

2. Comply with U.S. Department of Agriculture, Food and Nutrition Service Civil Rights Instruction 113-1 and the Kansas Act Against Discrimination and rules and regulations implementing the same to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity of the Sponsor to which assistance is provided by KSDE. Compile data, maintain records and submit reports, as required, to permit effective enforcement of the civil rights and nondiscrimination laws and permit authorized State and Federal personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. In the case of any compliance violations, KSDE or the State of Kansas shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from KSDE.

3. Use the current nondiscrimination statement for Child Nutrition Programs:

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.

4. Apply this civil rights provision to admission and recruitment policies.
5. Comply with the USDA's regulations regarding nondiscrimination in employment (7CFR Parts 15, 15a, and 15b; 7CFR Parts 210.9(b), 210.9(b)(11), 215.7(d), 215.7(d)(3), 220.7(e) and 220.7(e)(15)).
6. When a complaint of discrimination is received or to file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: [U.S Department of Agriculture USDA Program Discrimination Complaint Form](#), by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, basis of the complaint, date that alleged discrimination occurred, name of the individual(s) or entity of the alleged discrimination and the agency or recipient that employs that/those individual(s) and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

(2) **online:**
[Program Discrimination Complaint Electronic Submission Portal | Home](#)

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

7. Provide Civil Rights training to all individuals identified as directly involved in the Child Nutrition Program and submit documentation to KSDE on an annual basis as a part of program renewal.
8. Make modifications to accommodate disabilities in child nutrition programs (SP 59-2016, SP 26-2017). Sponsors must work with school food service staff to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances (7CFR 15b.25 and 15b.6(b)).
9. Sponsors that employ 15 or more individuals must designate at least one person (often referred to as the Section 504 Coordinator) to coordinate compliance with disability requirements (7 CFR 15b.6).
10. Sponsors must obtain a written medical statement from a State licensed healthcare professional in order to receive reimbursement for meal modifications when the modified meal does not meet Program meal pattern requirements (7 CFR 210.10). Schools may receive reimbursement for a meal modification request without a medical statement when the accommodation can be made within the Program meal pattern.
11. Meal modifications to accommodate a food preference for religious, ethnic, moral, or other reasons may be reimbursed provided these meals adhere to the standards found in Program regulations (7 CFR 210.10 (m)(2)).
12. Sponsors are required to take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP). Failure to do so could be discrimination on the basis of national origin.

L. Menu Planning Requirements

The Sponsor agrees that:

1. All participating schools must follow the Nutrition Standards for School Meals meal pattern requirements. For specific information, refer to Food Service Facts, Chapter 16 and Child Nutrition Programs: Meal Patterns Consistent with the 2020-2025 Dietary Guidelines for Americans final rule.
 - All of Sponsor's staff who plan menus and maintain production records will attend KSDE required training.
 - Sponsor's staff will provide KSDE staff with sufficient information to evaluate each menu's contribution to the required calorie and nutrition standards.
 - Sponsor's staff shall maintain food production records. Production records document required number of food components and food or menu items offered on a given day.
2. All schools that serve Pre-K students or cater meals for local day care centers must follow the Child and Adult Care Food Program meal patterns for children 0-5 years old as set forth in the Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy Hunger-Free Kids Act of 2010 Final Rule unless co-mingled. "Offer vs Serve" is not an option for this age group unless co-mingled.

M. Meal Requirements

The Sponsor agrees that:

1. All breakfasts served to children in Kindergarten and older shall, at a minimum, meet the nutrition standards and the appropriate level of calories for established age/grade groups as set forth in 7CFR Part 220. Compliance shall be determined by averaging nutritional information for breakfasts offered over a period of a school week.
2. All lunches served to children in Kindergarten and older shall, at a minimum, meet the nutrition standards and the appropriate level of calories for established age/grade groups as set forth in 7CFR Part 210. Compliance shall be determined by averaging nutritional information for lunches offered over a period of a school week.
3. All meals and snacks served to Pre-K children 0 to 5 years of age shall at a minimum meet the Child and Adult Care Food Program meal patterns set forth in the Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy, Hunger-Free Kids Act of 2010 Final Rule unless co-mingled. "Offer versus Serve" is not an option for the Pre-K age group unless co-mingled.
4. Water must be available during meal service to children at no charge in the place where lunch meals are served and when breakfast is served in the cafeteria.
5. Meals will be priced as a unit.
6. KSDE will be notified in the event of a natural disaster or other emergency condition which prevents a school from temporarily obtaining delivery of a food component or menu item. Under these circumstances, KSDE may approve reimbursement for meals that do not meet the requirements in this section.
7. Substitutions in foods specified in 7CFR Part 210 and Part 220 shall be made for students who have a disability and whose disability restricts their diet. However, such substitutions shall be made on a case-by-case basis only when supported by a statement of the need for substitutions from a licensed medical authority that includes recommended alternate foods.
8. Milk substitutions may be made for those students not having a disability but are limited to lactose free milk or non-dairy beverages that meet USDA substitution criteria (nutritionally equivalent to cow's milk).

N. Offer vs Serve

The Sponsor agrees that:

1. Students in each school approved to "offer" menu items under the "offer versus serve" provision will be taught how to select menu/food items to assemble a reimbursable meal.
2. In each school participating in the School Breakfast Program that is approved to "offer" rather than "serve" menu items:
 - Students will be offered a complete breakfast as required under 7CFR Part 220.
 - The Nutrition Standards for School Meals Menu Planning system will be used and the guidance provided in Chapter 16 of Food Service Facts will be followed.
 - A student's decision to decline a menu item shall not affect the charge for the breakfast.
3. In each school participating in the National School Lunch Program that is approved to "offer" rather than "serve" menu items:
 - Students will be offered a complete lunch as required under 7CFR Part 210.
 - The Nutrition Standards for School Meals Menu Planning system will be used and the guidance provided in Chapter 16 of Food Service Facts will be followed.
 - A student's decision to decline a menu item shall not affect the charge for the lunch.
4. Offer vs Serve is not an option for the Pre-K 0-5 year old age group following the Child and Adult Care Food Program meal pattern.

O. Professional Standards Rule

The Sponsor agrees that:

1. All new and current employees including Authorized Representatives will meet minimum continuing education standards as specified in the Professional Standards Final Rule at <http://www.fns.usda.gov/school-meals/professional-standards>. All training taken must be in the key areas of nutrition, operations, administration and/or communications/marketing. USDA may require specific training to address Program integrity and other critical issues. Supporting documentation for all completed trainings must be maintained on file.
2. An Authorized Representative or Food Service Director advertised for and hired after July 1, 2015 must meet the hiring standards based upon the school district size as specified in the Professional Standards Final Rule and the Hiring Flexibility Under Professional Standards Final Rule. New Food Service Directors are also required to have eight hours food safety training either not more than five years prior to their starting date or completed within 30 days of the employee's start date.

P. Afterschool Snack Program Requirements

If the Sponsor participates in the Afterschool Snack Program, the Sponsor agrees to:

1. Accept full responsibility for meeting all Afterschool Snack Program requirements.
2. Identify on the Site Application each serving site that will participate in the Afterschool Snack Program.
3. Conduct an after school care program that provides education or enrichment activities in an organized, structured and supervised environment for enrolled students.
4. Maintain documentation of program eligibility by one of the following two methods:
 - a. **Individual eligibility** of students participating in the Afterschool Snack Program based on their individual eligibility status for Child Nutrition Program benefits, or
 - b. **Site eligibility** based on the Afterschool Snack Program site's location in the attendance area of a school (elementary, middle, junior high, or high) in which at least 50 percent of the enrolled students are approved for Child Nutrition Program reduced price or free benefits.
5. Maintain records of:
 - Each student's attendance on a daily basis (e.g. a list, roster, sign-in sheet).
 - Daily and monthly snack counts taken at the point of service. Report to KSDE on a monthly basis the number of reimbursable snacks served to enrolled students.
 - Menus and production records to document compliance with meal pattern requirements.
 - On-site reviews of the program site conducted by the Sponsor twice per year including a review made during the first four weeks of operation each school year.
6. Claim reimbursement for only:
 - Snacks served to eligible participants (i.e. enrolled students from birth to age 18, or enrolled students of any age who are mentally or physically disabled).
 - One snack per day per eligible participant.
 - Snacks that consist of at least two of the four meal components served in the required amounts: meat/meat alternate, fruit/vegetable, grain/bread, and fluid milk.
 - Snacks served in approved after school care programs on days when school is in session.

Q. Child and Adult Food Program Requirements

If the Sponsor participates in the Child & Adult Care Food Program, the Sponsor agrees to:

1. Accept full responsibility for meeting all Child and Adult Food Program Requirements (7CFR Part 226).
2. Identify on the CACFP Site Application(s) each site participating.
3. For At-Risk Afterschool Meals, obtain documentation indicating that each school that will be offering after school meals through CACFP offers educational or enrichment activities and is a school where at least 50 percent of the children are eligible for free or reduced price school meals or is located in the attendance area of an eligible school as required by 7 CFR 226.17a(i). Sites will be identified and documentation provided on the KN-CLAIM site application.

4. Certify that during the last 7 years, the Sponsor and the individual responsible for the food service have not been declared ineligible to participate in any other publicly funded program by reason of violating that program's requirements or provide documentation that it was later reinstated or determined eligible for the program or convicted of any activity that indicated a lack of business integrity.
5. Attend CACFP Administrative training annually.
6. For At-Risk Afterschool Meals, document service of one meal and/or snack in the program operated after school or on days that school is not in session. Follow the meal pattern requirements for CACFP [7 CFR 226.20] or NSLP meals [7 CFR 210.10(a)(1)(i)].
7. Claim Reimbursement only for meals served to eligible enrolled participants in each income category within the limits of the license issued by the Kansas Department of Health and Environment or appropriate federal authority. No more than 2 meals and 1 snack or 2 snacks and 1 meal per participant shall be claimed. For At-Risk, 1 meal and 1 snack may be claimed.
8. Abide by all of the requirements for procurement found in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22. Disburse all Child Nutrition Program reimbursements to pay expenses related to Child Nutrition Programs without the requirement to allocate programs separately. Charge indirect costs appropriately to the nonprofit school food service account.
9. Maintain full and accurate records regarding its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. The records to be kept include the following:
 - Menus and production records to document compliance with meal pattern requirements
 - Daily Attendance Records
 - Daily counts of the number of meals served to enrolled children taken at the point of service
 - Program Income (receipts)
 - Program Expenditures
 - Enrollment Forms which are current and complete with ethnic/racial data
 - Annual certification documents and management plan
 - Applicable Income Eligibility Forms
10. Operate in accordance with guidance provided in the CACFP Administrative Handbook and Monthly Updates available at <https://cnw.ksde.gov>.
11. Independent centers and sponsoring organizations of centers which charge separately for meals shall develop a policy statement for determining eligibility for free and reduced price meals which shall include all the requirements of 7 CFR 226.23.

R. Special Milk Program Requirements

If the Sponsor participates in the Special Milk Program, the Sponsor agrees to:

1. Accept full responsibility for meeting all Special Milk Program requirements.
2. Make maximum use of the reimbursement payments to reduce the price of the milk served to children as a means of encouraging milk consumption.
3. Report the "cost of milk" to KSDE, which shall be the average purchase price per half-pint unit paid by the Sponsor to the milk supplier for milk delivered to the school or child care institution. This shall not include any amount paid to the milk supplier for servicing, rental or installment purchase of milk service equipment.
4. Use forms and instructions provided by KSDE to maintain complete and accurate records of Special Milk usage, program income and expenditures.

S. Fresh Fruit and Vegetable Program Requirements

If the Sponsor is selected to participate in the Fresh Fruit and Vegetable Program, the Sponsor agrees to:

1. Use FFVP funds only for the purposes authorized by Section 19 of the Richard B. Russell National School Lunch Act.

2. Abide by all of the requirements for administering the FFVP as stated in Section 19 of the Richard B. Russell National School Lunch Act.
3. Provide funds to the school(s) selected to participate under its jurisdiction for the service of approved fresh fruits and vegetables in accordance with local, State, and Federal regulations and requirement.
4. Implement the program in accordance with the plan outlined in the signed School Application for the Fresh Fruit and Vegetable Program and the Fresh Fruit and Vegetable Program Handbook.
5. Participate in FFVP training annually as offered by KSDE, Child Nutrition & Wellness.

T. Summer Food Service Program or Seamless Summer Option Requirements

If the Sponsor participates in the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO), the Sponsor agrees to:

1. Accept full responsibility for meeting all Summer Food Service Program or Seamless Summer requirements (7 CFR Part 225, 7 CFR Part 210, SP 09-2017).
2. Identify on the Summer Site Applications each serving site that will participate in the Summer Food Service Program or on the SNP Site Application for Seamless Summer.
3. Conduct a summer food service program that provides meals to children when school is not in session.
4. Qualify each serving site by one of the following methods:
 - **Area eligibility** documenting more than 50% of students in a school or census area are eligible for reduced price and/or free meals, or
 - **Enrolled eligibility** based on the eligibility of reduced price or free meals of the students participating in the summer food service program at the site, or
 - **Residential Camp** based on the eligibility of individual participants.
 - **Conditional Non-Congregate based on** free or reduced price meals in an area that does not meet the definition of “areas in which poor economic conditions exists” and is not a “camp” as defined in 7 CFR 225.2. If the site qualifies as a conditional non-congregate site, documentation of the number of children enrolled in the Program who individually meet the Program’s income standards is required.
5. Maintain non-congregate meal service integrity by implementing procedures that document meals are only distributed, to a reasonable extent, to eligible children and that duplicate meals are not distributed to any child, if the applicant sponsor is electing to use the non-congregate meal service options described in 7 CFR 225.16(i)(1) and (2).
6. Maintain records of:
 - Daily participation meal counts taken at the point of service. Report to KSDE on a monthly basis the number of reimbursable meals served to children.
 - Menus and production records to document compliance with meal pattern requirements.
 - Notification of the local health department
 - Site visits and site reviews conducted by the Sponsor
 - Training completed by all administrative and site personnel
 - Ethnic/racial participation
 - Administrative and operational costs
7. Claim reimbursement for:
 - Allowable meals (breakfast, snack, lunch, supper) that meet requirements served to children from the ages of 1 thru 18
 - Congregate Meals Only: Second complete meals up to 2% of the total first meals for the SFSP and up to 2% of second complete breakfast meals only for SSO.
8. Use forms and instructions provided by KSDE in the Summer Food Service Program Administrative Handbook and School Nutrition Programs Food Service Facts to maintain complete and accurate records of Summer Food Service Program or Seamless Summer Option activity.
9. Promote the Summer Food Service Program at all program sites.

10. Comply with the USDA's regulations regarding nondiscrimination in employment (7CFR Parts 15, 15a, and 15b; 7CFR Parts 225.7.9(n)).

U. Residential Child Care Institution (RCCI) Requirements

The provisions in this section are applicable only to RCCI Sponsors.

1. When the RCCI serves only resident children, the Sponsor:
 - Shall not complete forms or provisions related to applications for free meal benefits.
 - Shall comply with all other provisions of this agreement.
 - Shall provide documentation to support that each resident is eligible for free meals based on the individual resident's personal use income.
2. When the RCCI serves both day students and resident children:
 - For resident children, the Sponsor shall comply with the requirements of this agreement stated in Section U. 1.
 - For day students, the Sponsor shall comply with all provisions of this agreement including those related to applications for reduced price and free meal benefits and verification.

V. Provision 2

The Sponsor agrees to:

1. Indicate on each Site Application if the school will participate in Provision 2 and specify the Base School Year for the site (i.e. the first year of a four-year Provision 2 cycle).
2. Serve free meals to all students, enrolled in a school participating in Provision 2 for a four-year period regardless of their eligibility for CNP benefits.
3. Pay the difference between the cost of providing the meal and the total reimbursement received for each student meal using funds other than State reimbursement, Federal reimbursement or student payments.
4. Distribute letters and applications for reduced price or free CNP benefits to households of all enrolled students prior to or at the beginning of the Base School Year and determine eligibility of applicants. Households need not be notified of the eligibility determination.
5. Account daily during the Base School Year for student lunches and breakfasts served by eligibility category and establish monthly claiming percentages for paid, reduced price and free lunches, breakfasts and after school snacks.
6. Apply the monthly claiming percentages from the Base School Year to the corresponding monthly total meal count for lunches, breakfasts, and after school snacks served during the second, third and fourth consecutive school years.
7. Establish procedures during the second, third and fourth consecutive school years to count student meals served at the point of service, and maintain daily meal counts of total lunches, breakfasts and snacks served to students. Daily meal counts by income category are not required in the second, third and fourth consecutive school years.
8. Establish a new Base School Year (i.e. determine new claiming percentages based on actual counts of meals served in each income eligibility category) if applications for CNP Benefits are collected in the second, third or fourth consecutive school years.
9. Notify parents if the Sponsor chooses to discontinue Provision 2 and return to the standard CNP Reduced Price and Free Policy in the second, third or fourth consecutive school year following the Base School Year.
10. Complete verification requirements once during the four-year Provision 2 cycle.

W. Community Eligibility Provision

If the Sponsor elects the Community Eligibility Provision, the Sponsor agrees to:

1. Indicate on the Sponsor Application if the Sponsor, a school or a group of schools will participate in the Community Eligibility Provision and complete the Community Eligibility Application in KN-CLAIM prior to June 30. To be eligible, the Sponsor and/or schools must meet a minimum level (25%) of identified students for free meals in the year prior to implementing the Community Eligibility Provision.
2. Serve free breakfast and lunch meals to all students, enrolled in a school participating in Community Eligibility Provision regardless of their eligibility for CNP benefits.
3. Not collect free and reduced price applications from households in participating schools
4. Cover the difference between the cost of providing the meals and the total reimbursement received for each student meal using non-Federal funds.
5. Reimbursement is based on claiming percentages derived from the identified student percentages. Schools apply the claiming percentages to the total number of lunch and the total number of breakfast meals served to determine the number of meals claimed at the free and paid rates.
6. The claiming percentages established for a school in the first year may be used for a period of four school years and may be increased each year if the identified student percentages rise for the Sponsor and/or school.
7. The percentage of identified students is multiplied by a factor of 1.6 to determine the total percentage of meals reimbursed at the Federal free reimbursement rate (The percentage derived from this calculation must not exceed 100 percent). The remaining percentage of meals, equaling up to 100 percent, is reimbursed at the Federal paid reimbursement rate.

X. Smart Snacks in Schools Rule

The Sponsor agrees to:

1. Implement Section 10 of the Child Nutrition Act of 1966, 42 USC 1779, as amended by the Healthy, Hunger-Free Kids Act of 2010 which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day must meet the nutrition standards set forth in the Final Rule titled "National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010."
2. Follow the exempt fundraiser frequency established by the Kansas State Board of Education. "One exempt fundraiser per school organization per semester that does not meet the Nutrition Standards for All Foods Sold in School during the school day (midnight before to 30 minutes after the end of the school day) on school grounds will be allowed. An organization is defined as a school group that is approved by the local board of education. Length of the organization's exempt fundraiser cannot exceed 2 days." Exempted fundraiser foods or beverages may not be sold in competition with school meals in the food serving area during meal service. There is no frequency or time limit on fundraisers during which food or beverage items that meet the nutrition standards are sold; nor are there any limits on non-food fundraiser activities.
3. Proceeds from the sale of all competitive foods must accrue to the food service fund, to the school, or to approved student organizations.
4. Maintain records such as receipts, nutrition labels and product specifications. Food service maintains records for competitive foods sold under the nonprofit school food service account. The Local Educational Agency maintains records for all other competitive food sales.

Y. Wellness Policy Requirements

The Sponsor agrees to:

1. Implement a local school wellness policy that at a minimum:
 - Includes specific goals for nutrition, nutrition promotion and education, physical activity and other school-based activities that are designed to promote student wellness (7 CFR 210.31(c)(1));
 - Includes standards and nutrition guidelines for all foods and beverages sold on the school campus during the school day that are at a minimum, consistent with Federal regulations for program meals and Smart Snacks in School nutrition standards and designed to promote student health and reduce childhood obesity (7 CFR 210.31(c)(2) and(3));
 - Includes standards and nutrition guidelines for all foods and beverages available but not sold to students on the school campus during the school day (for example classroom parties or rewards). These standards and nutrition guidelines are not required to be consistent with Smart Snacks standards and the Sponsor has the discretion to adopt standards that are consistent with Federal school meals and Smart Snacks nutrition standards or to adopt more or less stringent standards.
 - Includes policies that allow marketing or advertising of only those foods and beverages that may be sold on the school campus during the school day, i.e., those foods and beverages that meet the Smart Snacks in School nutrition standards (7 CFR 210.31(c)(3)(iii));
 - Establishes a plan for measuring implementation of the local wellness policy, including designation of one or more persons at the Sponsor-level or at each school, charged with operational responsibility for ensuring that the school complies with the local wellness policy; and
 - Involves parents, students, representatives of the school nutrition program, teachers of physical education, school health professionals, the school board, school administrators and the public in the development, implementation and evaluation of the local wellness policy.
2. Review and consider evidence-based strategies in determining local school wellness goals (7 CFR 210.31(c)(1)).
3. Involve, inform, and update the public (including parents, students, and other stakeholders) about the content and implementation of the local school wellness policy (7 CFR 210.31(d)(2) and (3));
4. Conduct an assessment annually by updating the Sponsor's status in relation to the Kansas School Wellness Policy Model Guidelines in KSDE's online Wellness Impact Tool, to determine compliance, progress, and the extent to which the policy compares to model local school wellness policies (7 CFR 210.31(e)(2));
5. Designate a Wellness Policy Contact person on the Sponsor Application and enter the Wellness Policy Chair and committee members' names in the Wellness Impact Tool. The Sponsor must designate at least one LEA or school official(s) as responsible for determining the extent to which each school under their jurisdiction is in compliance with their wellness policies (7 CFR 210.31(e)(1)).
6. Update or modify the local school wellness policy as appropriate (7 CFR 210.31(e)(3)). Maintain on file for review or audit records of wellness policy implementation plans and progress.

Z. Contractual Provisions

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. **Anti-Discrimination Clause**: The contractor agrees to the extent required by applicable federal and state law: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A.44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, sex, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Signatures on Behalf of Sponsor

_____	_____	_____	_____
Board President	Date	Authorized Representative	Date
 <u>Liberty Price-Obley</u> Print Name of Board President		 <u>Danielle Bargman, Food Service Director</u> Print Name and Title of Authorized Representative	

Signatures on Behalf of KSDE

_____	_____	_____	_____
Commissioner of Education	Date	Director, Child Nutrition & Wellness	Date

USD #364 Marysville

Written Standards of Conduct

Kansas State Department of Education (KSDE)
Department of Child Nutrition and Wellness (CNW)

*Effective **July 1, 2026** Remains in effect until amended*

This Written Standards of Conduct governs the actions of all employees, officers, board members (owners), agents, volunteers, and contractors involved in the selection, award, or administration of contracts to ensure transparency and accountability in the use of Child Nutrition Program (CNP) funds. All individuals must avoid conflicts of interest and act with integrity, ensuring that all procurement decisions are made solely in the best interest of the program and free from personal bias or outside influence.

Procurement Contact

Date

Authorized Representative (if different)

Date

Superintendent/BOE/Board Chair/Owner

Date

The "Sponsor" is ultimately responsible for ensuring that all individuals involved in Child Nutrition Program procurement comply with the standards outlined in this document and all applicable federal regulations, state laws, and local policies.

Written Standards of Conduct

Conflicts of Interest (2 CFR 200.318(c)(1); 7 CFR 210.21(c))

No individual may participate in the selection, award, or administration of a contract if they, or any of the following, have a financial interest or could benefit personally from the vendor:

- ✓ The employee, officer, or agent
- ✓ Their immediate family member
- ✓ Their partner, spouse, friend
- ✓ An organization employing any of the above

Both actual and perceived conflicts of interest must be avoided to maintain public trust.

Food Samples

Sponsors may accept food samples from vendors at no cost if they are used solely for student taste tests, menu planning, or product evaluation. No samples may be taken out of the food service operation, and acceptance of samples must not influence procurement decisions. No preference may be given to vendors who provide samples.

Gifts and Gratuities (2 CFR 200.318(c)(1))

Covered individuals must not solicit or accept any gratuity, favor, or item of monetary value from contractors, vendors, or their representatives. This includes:

- ✓ Entertainment
- ✓ Hotel accommodations
- ✓ Transportation
- ✓ Gifts or promotional items
- ✓ Meals

No exceptions are allowed under this policy to ensure full compliance and eliminate ambiguity.

Ethical Conduct

Procurement-related decisions must be made on merit, free from coercion, personal relationships, or favoritism. Individuals must avoid actions that might appear unethical to the public, even if those actions are technically permitted. Maintaining integrity and public trust is essential to the mission of the Child Nutrition Program.

Disciplinary Action

Violations of this policy may result in disciplinary consequences appropriate to the severity of the infraction. These may include verbal or written warnings, suspension from procurement responsibilities, termination of employment or board service, or referral to legal authorities for potential prosecution. All disciplinary action will be handled in accordance with applicable HR policies and school board procedures.

Training and Acknowledgment

Covered individuals must review and sign this document when they begin procurement-related duties under the Child Nutrition Programs. A new signature is only required if the designated procurement contact or the sponsor's authorized representative changes.

FOOD SERVICE PARTICIPATION REPORT

May-26

	Eligible Stud.	SCHOOL	Days Served	Total Meals Served	Ave. No. Eating	Percent Eating
BREAKFAST	368	Jr/Sr Hi	15	1,465	98	26.54%
	357	Elementary	15	1,421	95	26.54%
	725	Total	15	2,886	192	26.54%
LUNCH	368	Jr/Sr Hi	14	2,896	207	56.21%
	357	Elementary	14	2,803	200	56.08%
	725	Total	14	5,699	407	56.15%

	L U N C H E S			BREAKFAST	
	2024	2025	2026	2025	2026
Number of Meals Served					
Public Student, Paid	2,066	3,002	2,727	908	964
Public Student, Free	2,393	2,832	2,394	1,839	352
Public Student, Reduced	346	709	578	315	1,570
SUBTOTAL	4,805	6,543	5,699	3,062	2,886
Teacher Gratis	27	37	36	9	-
Public School, Adult Paid	97	267	251	1	1
Public School, Adult Gratis	39	91	39	0	0
SUBTOTAL	4,968	6,938	6,025	10	-
St. Gregory	909	1,329	1,158		
Good Sheperd Lutheran	332	497	478		
SUBTOTAL	6,209	8,764	7,661		
Ala Carte Dollar income	\$ 2,549.10	\$ -	\$ 4,669.60		
Meal Equivalent Price	\$ 4.55	\$ 4.65	\$ 4.75		
No. of Equivalent Meals	560	-	983		
Total Meals Served	6,769	8,764	8,644	3,072	2,886
Number of Days Served	11	15	14	16	15
Average # Served Daily	615	584	617	192	192

36 Teacher Gratis Lunch @ \$4.18 each = \$150.48
 - Teacher Gratis Breakfast @ \$2.70 ea= \$0.00

**Vended Contract to Provide Meals
for the
USDA Child Nutrition Programs**

Good Shepherd Lutheran School, #144

July 31, 2026

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.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

I. General Information

This contract beginning on July 31, 2026 is between the governing board of Good Shepherd Lutheran School, hereinafter referred to as the SPONSOR and Marysville U.S.D. #364, hereinafter referred to as the CONTRACTOR. This contract provides provisions and instructions to the CONTRACTOR for providing meals for the SPONSOR's Child Nutrition Programs.

The SPONSOR shall administer the United States Department of Agriculture's (USDA) Child Nutrition Programs. The Child Nutrition & Wellness (CNW) of the Kansas State Department of Education (KSDE) administers Child Nutrition Programs at the State level. This contract is subject to review and approval by CN&W, KSDE prior to implementation. The phrase, "food service program", shall refer to the operation of the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP), and/or Seamless Summer Option (SSO), and/or the Afterschool Snack Program (ASP), and/or Fresh Fruit & Vegetable Program (FFVP), and/or Special Milk Program (SMP) and/or Child and Adult Care Food Program (CACFP) which includes At-Risk Afterschool Meals, and/or Summer Food Service Program (SFSP). NSLP, SBP, SSO, ASP are all referred to as the School Nutrition Programs (SNP).

The contract applies only to those meals served through the SPONSOR's food service program that are subject to the requirements of the USDA Child Nutrition Programs. The CONTRACTOR will assume responsibility for the meals meeting the requirements of the USDA Child Nutrition Program as described in the following contract terms and conditions.

In agreeing to serve meals that will be eligible for reimbursement under the USDA Child Nutrition Program, the CONTRACTOR agrees to follow the program requirements as outlined in this contract. Changes to or modifications of this contract shall be mutually agreed upon to be effective.

The provisions contained in the Contractual Provisions Attachment (Form DA-146a), attached hereto and marked Attachment E, are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

II. Meal Services:

A. The CONTRACTOR will provide the SPONSOR with the meals/snacks/milk indicated below:

National School Lunch/School Breakfast/SSO	Days Meals Served
<input type="checkbox"/> Breakfast	<input checked="" type="checkbox"/> Monday
<input checked="" type="checkbox"/> Lunch	<input checked="" type="checkbox"/> Tuesday
<input type="checkbox"/> Afterschool Snack	<input checked="" type="checkbox"/> Wednesday
<input checked="" type="checkbox"/> Special Milk	<input checked="" type="checkbox"/> Thursday
<input type="checkbox"/> Fresh Fruit & Vegetable Program	<input checked="" type="checkbox"/> Friday
<input type="checkbox"/> A la carte (includes extra milk)	<input type="checkbox"/> Saturday
	<input type="checkbox"/> Sunday
Child & Adult Care Food Program	Days Meals Served
<input type="checkbox"/> Breakfast	<input type="checkbox"/> Monday
<input type="checkbox"/> Lunch	<input type="checkbox"/> Tuesday
<input type="checkbox"/> AM Snack	<input type="checkbox"/> Wednesday
<input type="checkbox"/> PM Snack	<input type="checkbox"/> Thursday
<input type="checkbox"/> Supper	<input type="checkbox"/> Friday
<input type="checkbox"/> Evening Snack	<input type="checkbox"/> Saturday
	<input type="checkbox"/> Sunday

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

Child & Adult Care Food Program At-Risk Afterschool Meals		Days Meals Served	
<input type="checkbox"/> Breakfast		<input type="checkbox"/> Monday	
<input type="checkbox"/> AM Snack		<input type="checkbox"/> Tuesday	
<input type="checkbox"/> Lunch		<input type="checkbox"/> Wednesday	
<input type="checkbox"/> PM Snack		<input type="checkbox"/> Thursday	
<input type="checkbox"/> Supper		<input type="checkbox"/> Friday	
<input type="checkbox"/> Evening Snack		<input type="checkbox"/> Saturday	
		<input type="checkbox"/> Sunday	
Summer Food Service Program		Days Meals Served	
<input type="checkbox"/> Breakfast		<input type="checkbox"/> Monday	
<input type="checkbox"/> Lunch		<input type="checkbox"/> Tuesday	
<input type="checkbox"/> AM Snack		<input type="checkbox"/> Wednesday	
<input type="checkbox"/> PM Snack		<input type="checkbox"/> Thursday	
<input type="checkbox"/> Supper		<input type="checkbox"/> Friday	
		<input type="checkbox"/> Saturday	
		<input type="checkbox"/> Sunday	
<input type="checkbox"/> Other:			

B. The SPONSOR will provide an accurate meal order to the CONTRACTOR's food service office by 9:00 AM each day. The SPONSOR will notify the CONTRACTOR of any increase or decrease in the number of meals ordered no later than 10:00 AM each day. The Contractor will provide the Sponsor with adequate servings of meals/snacks to meet the requirements for the number of meals/snacks ordered by SPONSOR.

III. Meal Program Requirements

- A. Sponsor Retains Control: The SPONSOR shall retain control of quality, extent and general nature of its food service program.
- B. Responsible Authority: The SPONSOR is the responsible authority without recourse to USDA Food and Nutrition Services or to KSDE for the settlement and satisfaction of all contractual and administrative issues arising from the contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.
- C. Menu Planning and Approval: The CONTRACTOR will be responsible for all menu planning. The SPONSOR shall review and approve all menus prior to preparation and service of food. The CONTRACTOR shall provide menus to the SPONSOR on a monthly basis 10 days in advance of meal service. If cycle menus are used, they will be furnished monthly or as part of the cycle runs.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

Meal Pattern Requirements: The CONTRACTOR shall serve meals that comply with the most current meal pattern requirements and Dietary Guidelines for Americans as required by USDA in Federal regulations for the National School Lunch and the School Breakfast Programs, Child and Adult Care Food Program, and/or Summer Food Service Program as specified in 7 CFR Part 210, 215, 220, 225, 226. All meals claimed for reimbursement by the SPONSOR shall abide by the USDA meal pattern requirements as specified in Exhibit A of this contract, and as modified as program requirements are revised.

If CACFP meals shall be provided by the CONTRACTOR per the Agreement, the CONTRACTOR shall serve reimbursable meals that comply with the Child and Adult Care Food Program (CACFP) meal pattern requirements. Refer to Exhibit A. The CONTRACTOR shall bill the SPONSOR for CACFP meals per Exhibit A.

- D. A la Carte: The SPONSOR will retain the sole authority to determine a la carte prices. All a la carte items shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School.
- E. Menu Planning and Recordkeeping Training: The CONTRACTOR may participate in KSDE Nutrition Standards for School Meals, Calculating Components, CACFP Menu Planning and SFSP Menu Planning training to receive instruction for preparing, serving, crediting and documenting meals to assure that all USDA meal pattern requirements are met.
- F. Special Diets: In accordance with Federal regulations the CONTRACTOR shall make substitutions in reimbursable meals as specified by a licensed healthcare professional that is authorized by Kansas state law to write medical prescriptions, i.e., licensed physician (MD or DO) OR a physician's assistant (PA) OR an advanced practice registered nurse (APRN) authorized by their responsible licensed physician, OR Registered Dietitian (RD) or Registered Dietitian Nutritionist (RDN) for individual participating children unable, because of a disability, to consume specified foods. The SPONSOR shall notify the CONTRACTOR of any such special dietary needs.
- G. Unacceptable Meals: No payment shall be made for meals that are spoiled, unwholesome, do not meet meal pattern requirements or disallowed by appropriate authority at time of service or do not otherwise meet the intent of this agreement; provided however, that no deduction shall be made unless the SPONSOR shall give the CONTRACTOR written notification, specifying the number of meals for which the SPONSOR intends to deduct payment and setting forth the reasons for the deduction.
- H. Food Service Outside of the Child Nutrition Program: This contract shall not interfere with the provision of meals and snacks outside of the USDA's Child Nutrition Program other than to assure that all federal and state program regulations are met. The CONTRACTOR shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School.
- I. Unitized Meals:
 - 1. If Sponsor participates in the Summer Food Service Program: The Contractor agrees to deliver unitized meals. Meals will be inclusive of milk on a daily basis. If meals are not unitized for delivery, a waiver from unitized meals is on file with KSDE and meals will be served at the site in this manner: . The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
 - 2. If Sponsor participates in the Child and Adult Care Food Program: All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless KSDE determines that unitization would impair the

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

effectiveness of food service operations. The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

- J. Food Service Sanitation: The CONTRACTOR shall comply with the laws, ordinances, rules and regulations of all applicable Federal, State, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations, and the implementing regulations of the USDA issued hereunder and any additions or amendments thereto.
- K. License: The CONTRACTOR shall obtain and keep in effect all Federal, State, and local licenses required for the operation of its food service operation. Such licenses shall be posted in a prominent place within the food service area as required by law or regulation.

The NSLP and SBP SPONSOR is ultimately responsible for ensuring that its School Nutrition Program sites have been inspected by Kansas Department of Agriculture at least twice per school year. The SPONSOR shall obtain State or local health license(s) for any facility, in which meals will be served for the SPONSOR's food service programs. Per 7 CFR 210.13 (b) and 7 CFR 220.7(a)(2) *Food safety inspections: Schools shall obtain a minimum of two food safety inspections during each school year conducted by a State or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report to any member of the public upon request.*

Per K.A.R. 28-4-439 (s): If CACFP meals are delivered from an off-site location:

1. Food provided from a central kitchen or vendor and delivered to the center shall be obtained from a source licensed or inspected by the Kansas department of agriculture or equivalent food safety licensing agency in another state.
 2. Food shall be transported in covered and temperature-controlled containers. Hot foods shall be maintained at not less than 140 degrees Fahrenheit, and cold foods shall be maintained at 40 degrees Fahrenheit or less.
 3. Food prepared in one licensed center and transferred to another licensed center owned by the same licensee shall be permitted.
- L. Buy American: As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). Per SP 38-2017, all Sponsors participating in the National School Lunch Program and School Breakfast Program are required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Substantially it is defined as that of which the final processed product contains 51% or more of agricultural commodities which were grown domestically. The CONTRACTOR shall provide to the SPONSOR appropriate documents, i.e. attestation statements, country of origin labeling, to document compliance with the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official of the Sponsor, a minimum of 10 day(s) in advance of delivery. The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and

- b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

Non-domestic food purchases must not exceed the following caps by the established deadlines:

1. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a SPONSOR purchases per school year.
2. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a SPONSOR purchases per school year.
3. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a SPONSOR purchases per school year.

The Buy American provision is a best practice for the Child and Adult Care Food Program and the Summer Food Service Program.

- M. Geographic Preference: Contractors purchasing on behalf of a Sponsor may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.

IV. Meal Program Supervision Responsibilities

- A. Review of Pertinent Records: The SPONSOR shall oversee all the provisions of the contract. This includes the review of all pertinent records, including bills for meals served, meal production records, and other relevant information to ensure adherence to the federal and state rules and regulations, and to ensure that bills accurately represent meals served.
- B. SPONSOR Rights: The SPONSOR shall monitor and conduct on-site visits to the food service operation to ensure compliance with all applicable rules and regulations of KSDE and the United States Department of Agriculture (USDA).
- C. SPONSOR Responsibilities:
1. SPONSOR shall provide CONTRACTOR with relevant updates in meal pattern and menu documentation requirements as issued by KSDE and USDA.
 2. SFSP: The SPONSOR shall provide to the CONTRACTOR a list of meal service sites approved by KSDE, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under 7 CFR 225.6(g)(2), and shall notify the CONTRACTOR of all sites which have been approved, cancelled or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract.
- D. Recordkeeping and Reporting: The SPONSOR and CONTRATOR shall adhere to required record keeping requirements:
1. The CONTRACTOR shall maintain and provide copies of records to the SPONSOR needed to support the SPONSOR'S claim for reimbursement under the National School Lunch Act and Child Nutrition Act including documents such as Child Nutrition Labels, recipes, transport sheets, meal counts and production records. Upon request, all records of the CONTRACTOR pertaining to the SPONSOR's meal requirements shall be made available at the CONTRACTOR's offices during regular business hours to representatives of the SPONSOR, KSDE and USDA.
 2. All Child Nutrition Program records shall be kept on file for five (5) years (NSLP) or three (3) years (SFSP and CACFP) after the end of the Federal fiscal year to which they pertain,

or for such other period which the U.S. Secretary of Agriculture or appropriate State officials may from time to time determine; provided however, that if audit findings have not been resolved, the records shall be retained beyond the required program period as long as required for the resolution of the issues raised by the audit. 7 CFR 226.10 (d), 7 CFR 225.15 (c), CFR 210.23 (c) and KSA 72-5121

V. Financial Management

- A. Meal Fees by CONTRACTOR: The fees shall be established and charged on a per meal basis as identified in Exhibit D, Meal Fees. Additional expenses incurred by the CONTRACTOR may not be charged back to the SPONSOR in any other manner. At no time shall the fee structure be cost-plus-percentage-of-cost or cost-plus-percentage-of-income.
- B. SNP Billing: The CONTRACTOR shall bill the SPONSOR for the total number of meals served each month according to the meal prices specified in Exhibit D, Meal Prices.
- C. CACFP/SFSP Billing: The CONTRACTOR will invoice the SPONSOR monthly for meals/snacks/milk provided. Payment will be due to the CONTRACTOR within 10 days from the invoice date. If SPONSOR participates in the Summer Food Service Program, the CONTRACTOR shall attach a ticket with each delivery specifying the quantity of meals, by type, (breakfast, lunch, supper, and snack) that are provided. The CONTRACTOR shall submit an itemized invoice to the Sponsor monthly that specifies the quantity of meals by type delivered during the preceding month, with a copy of each delivery ticket attached.
- D. The SPONSOR will account for the number of student/participant and adult meals served according to procedures approved by the Kansas State Department of Education (KSDE).
- E. Food Service Fund Account:
 1. The SPONSOR shall retain control of the nonprofit food service account and overall financial responsibility for the food service program.
 2. The SPONSOR must maintain separate accounting for all food service revenues and meal payments. Federal and state reimbursement for meals must be used only for the Child Nutrition program. Any excess of revenues over expenses must be used in the Child Nutrition Program.
 3. If reimbursement from KSDE is denied as a direct result of the CONTRACTOR's failure to comply with the provisions of this addendum, the CONTRACTOR shall reimburse the SPONSOR for the amount which it would otherwise have been entitled.
 4. All payments for meals by Kansas State Department of Education must accrue to the Sponsor's Food Service account.
- F. Audits and Reviews

The SPONSOR shall be responsible for ensuring resolution of program review and audit findings.

 1. The SPONSOR shall ensure that KSDE has reviewed and approved the contract terms and that the SPONSOR has incorporated all required changes into the contract or addendum before any contract or addendum is executed. Any changes to this prototype contract must be approved in writing by KSDE, prior to the effective date of the contract.
 2. The CONTRACTOR agrees to allow Child Nutrition & Wellness to inspect the CONTRACTOR facilities as part of the Summer Food Service Program Administrative Review. In addition, the CONTRACTOR agrees to allow Child Nutrition & Wellness to conduct inspections of food preparation facilities and food service sites and perform meal quality tests.

VI. Contract Provisions

The CONTRACTOR and SPONSOR shall comply with all requirements of Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

A. Termination

1. **Material Breach:** In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
2. **Sanctions and Remedies:** Nonperformance subjects the CONTRACTOR to specified sanctions in instances where the CONTRACTOR violates or breaches contract terms according to 7 CFR 210.16(b)(2) and 2 CFR Appendix-II-to-Part-200(A). The SPONSOR shall implement the following administrative, contractual, or legal remedies and sanctions in accordance with the procurement provisions stated in 7 CFR 210.21:
 - a. The CONTRACTOR shall pay the SPONSOR for any overclaims assessed by the State Agency as a result of an Administrative Review or audit due to CONTRACTOR negligence or noncompliance with regulations.
 - b. The CONTRACTOR shall complete a Corrective Action Plan that is permanently implemented to correct any issues of nonperformance.
3. Notwithstanding the previously stated breaching provision, the SPONSOR may terminate this contract for breach/neglect as determined by the SPONSOR with written notification to the CONTRACTOR, in regard to such items as failure to maintain and enforce required standards of sanitation, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SPONSOR.
4. The CONTRACTOR and the SPONSOR may each terminate this agreement without cause by 15 days written notice to the other party of its intent to terminate.
5. The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

B. Performance Security (required for SFSP)

1. In cases of nonperformance or noncompliance on the part of the CONTRACTOR, the CONTRACTOR shall pay the SPONSOR for any excess costs in which the SPONSOR may incur by obtaining meals from another source.
2. The CONTRACTOR shall:
 - a. Submit with the proposal, a bid guarantee payable to the SPONSOR in the amount of 5% of the bid price in the form of <select one>. Upon award of contract, the SPONSOR shall return all such bid guarantees. If the Sponsor operates the Summer Food Service Program then a Performance bond in the amount of percent of the contract price must be submitted by the successful CONTRACTOR to the SPONSOR. The successful CONTRACTOR shall submit the performance bond from a surety company listed in the most recent U.S. Department of Treasury Circular 570 to the SPONSOR by .
 - b. The SPONSOR shall retain the successful CONTRACTOR'S deposit until the CONTRACTOR has faithfully performed all terms of the contract.
 - c. The CONTRACTOR shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. Any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts shall not be allowed.

- C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Environmental: As specified in 7CFR, Section 3016.36(i)(12), the CONTRACTOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under

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section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).

Per 2 CFR, Section 200.323, the CONTRACTOR and the Sponsor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- H. Energy: The SPONSOR and CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (7CFR, Section 3016.36(i)(13)).
- I. Equal Employment: The SPONSOR and CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).
- J. Nondiscrimination: The SPONSOR and CONTRACTOR shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.
- K. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—
 1. Providing or attempting to provide or offering to provide any kickback;
 2. Soliciting, accepting, or attempting to accept any kickback; or
 3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (K, 1-3) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (K, 1-3) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

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The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (K, 1-3) of this clause.

The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

- L. Awarding agency requirements and regulations including allowable cost provisions in 7 CFR Part 210.21.
- M. As specified in 7CFR, Section 3016.36(i)(12), the CONTRACTOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).

VII. Sponsor Responsibilities

- A. SNP: For contracts totaling less than \$350,000, informal purchasing procedures may be followed.
 - 1. Obtain an adequate number of price quotations (**2 or more**).
 - 2. Maintain a written record of all contacts and quotations obtained.
 - 3. Award the contract to the most responsive and lowest in price.
- B. SFSP: For contracts totaling less than \$350,000, informal purchasing procedures may be followed.
 - 1. Obtain an adequate number of price quotations (**2 or more**).
 - 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).
 - 3. Award the contract to the most responsive and lowest in price.
 - 4. All bids in an amount which exceeds the lowest bid shall be submitted to KSDE for approval before acceptance.
 - 5. If the contract exceeds \$100,000, submit the contract and price quotes to KSDE prior to signing.
- C. CACFP: For contracts totaling less than \$350,000, informal purchasing procedures may be followed.
 - 1. Obtain an adequate number of price quotations (**2 or more**).
 - 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).
 - 3. Award the contract to the most responsive and lowest in price.
 - 4. All bids in an amount which exceeds the lowest bid shall be submitted to KSDE for approval before acceptance.
 - 5. If the contract exceeds \$50,000, submit the contract and price quotes to KSDE prior to signing.

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D. Indicate price of contract: \$.

VIII. Term of Contract

- A. Contract Period: This contract shall become effective on 08/18/2026, and shall terminate on 05/19/2027 (a period not exceeding 1 year).
- B. The SPONSOR may terminate this contract for breach/neglect as determined by the CONTRACTOR when considering such items as failure to maintain and enforce required standards of sanitation, failure to provide periodic information/statements or failure to maintain quality of service at a level satisfactory to the SPONSOR.

IX. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date and year first written above.

SPONSOR:

CONTRACTOR:

Authorized Signature

Authorized Signature

Mr. Kyle Erickson, Principal
Name and Title

Mr. Darren Schroeder, Superintendent
Name and Title

July 31, 2026
Date

July 31, 2026
Date

Exhibits

Exhibit A	Nutrition Standards/Meal Pattern Requirements
Exhibit B	Contractor Responsibilities for the Child Nutrition Program
Exhibit C	Other Responsibilities as Specified
Exhibit D	Meal Fees
Exhibit E	Specifications for Meals on Contract
Exhibit F	Menus
Exhibit G	Contractual Provisions Attachment
Exhibit H	Certificate of Independent Price Determination

Exhibit A – Menu Standards

National School Lunch Program (NSLP) Meal Pattern and Dietary Specifications

Amount of Food¹ Per Week (minimum per day)			
Meal Components	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	2.5 (.5)	2.5 (.5)	5 (1)
Vegetables (cups) ²	3.75 (.75)	3.75 (.75)	5 (1)
Dark green ³	.5	.5	.5
Red/Orange ³	.75	.75	1.25
Beans, Peas, and Lentils ³	.5	.5	.5
Starchy ³	.5	.5	.5
Other ^{3,4}	.5	.5	.75
Additional Vegetables needed to meet weekly requirement	1	1	1.5
Grains (oz eq) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁷	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁸			
Minimum-Maximum calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	< 10	< 10	< 10
Added sugars (% of total calories) Must be implemented by July 1, 2027 ⁸	< 10	< 10	< 10
Sodium limit: In place through June 30, 2027	≤ 1110 mg	≤ 1225 mg	≤ 1280 mg
Sodium limit: Must be implemented by July 1, 2027 ⁸	≤ 935 mg	≤ 1035 mg	≤ 1080 mg

- 1 Food items included in each group and subgroup and amount equivalents.
- 2 Minimum creditable serving is 1/8 cup. One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
- 3 Larger amounts of these vegetables may be served.
- 4 This subgroup consists of "Other vegetables" as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.
- 5 Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.
- 6 Minimum creditable serving is 0.25 oz. eq.
- 7 Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.
- 8 By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

School Breakfast Program (SBP) Meal Pattern and Dietary Specifications

Amount of Food ¹ Per Week (Minimum Per Day)			
Meal Components	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Grains and/or Meats/Meat Alternates (oz eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week ⁵			
Min-Max calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	< 10	< 10	< 10
Added Sugars (% of total calories): Must be implemented by July 1, 2027	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

- 1 Food items included in each group and subgroup and amount equivalents.
- 2 Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section.
- 3 Minimum creditable serving is 0.25 oz eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must meet the whole grain-rich criteria as defined in § 210.2, and the remaining grain items offered must be enriched.
- 4 Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements of paragraph (d) of this section.
- 5 By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

National School Lunch Program Meal Pattern for Afterschool Snack Service

Select Two of the Five Components for a Reimbursable Snack	
Meal Components ¹	Minimum Quantities ²
Fluid Milk ³	8 fluid ounces
Meats/Meat Alternates ⁴	1 ounce equivalent
Vegetables ⁵	¾ cup
Fruits ⁵	¾ cup
Grains ⁶	1 ounce equivalent

- 1 Must serve two of the five components for a reimbursable NSLP snack. Only one of the two components may be a beverage.
- 2 May need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored.
- 4 Alternate protein products must meet the requirements in Appendix A to Part 226 of this Chapter. Effective July 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
- 5 Juice must be pasteurized, full-strength juice. No more than half of the weekly fruit or vegetable offerings may be in the form of juice.
- 6 At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich, as defined in § 210.2, and the remaining grains items offered must be enriched. Grain-based desserts may not be used to meet the grains requirement. Effective July 1, 2025, breakfast cereal must have no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Summer Food Service Program Meal Pattern Requirements

Summer Breakfast Meal Pattern

Select all three components for a reimbursable meal

Component	Serving Size	Description
1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice ¹ , and/or vegetable
1 grains/bread²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Summer Lunch or Supper Meal Pattern

Select all four components for a reimbursable meal

Component	Serving Size	Description
1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish ³ or
	2 oz.	alternate protein product ⁴ or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans, peas, or lentils or
	4 Tbsp.	peanut or other nut or seed butter or
	2 oz.	nuts and/or seeds ⁵ or
	8 oz.	yogurt ⁶

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Must meet the requirements in Appendix A to Part 225- Alternate Foods for Meals.

⁵ Nuts and seeds may credit for the entire meats/meat alternates component.

⁶ Yogurt may be plain or flavored, unsweetened or sweetened.

Summer Snack Meal Pattern

Select two of the four components for a reimbursable snack

Component	Serving Size	Description
1 milk	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product ⁴ or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans, peas, or lentils or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt ⁵

- 1 Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
- 2 Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
- 3 A serving consists of the edible portion of cooked lean meat or poultry or fish.
- 4 Must meet the requirements in Appendix A to Part 225- Alternate Foods for Meals.
- 5 Yogurt may be plain or flavored, unsweetened or sweetened.

Child & Adult Care Food Program Meal Pattern for Children and Adults: Breakfast

Select all three components for a reimbursable meal

Meal Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult Participants
Fluid Milk	4 fl oz ³	6 fl oz ⁴	8 fl oz ⁵	8 fl oz ⁵	8 fl oz ⁶
Vegetables, fruits or portions of both⁷	¼ cup	½ cup	½ cup	½ cup	½ cup
Grains⁸	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

- 1 Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must be unflavored whole milk for children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).
- 7 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.
- 8 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.

Child & Adult Care Food Program Meal Pattern for Children and Adults: Lunch and Supper

Select all five components for a reimbursable meal

Meal Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult Participants
Fluid Milk	4 fl oz ³	6 fl oz ⁴	8 fl oz ⁵	8 fl oz ⁵	8 fl oz ⁶
Meats/meat alternates⁷	1 ounce equivalent	1½ ounce equivalents	2 ounce equivalents	2 ounce equivalents	2 ounce equivalents
Vegetables⁸	⅛ cup	¼ cup	½ cup	½ cup	½ cup
Fruits⁸	⅛ cup	¼ cup	¼ cup	¼ cup	½ cup
Grains⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

- 1 Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must serve unflavored whole milk to children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.
- 7 Alternate protein products must meet the requirements in Appendix A to Part 226. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
- 8 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- 9 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Child & Adult Care Food Program Meal Pattern for Children and Adults: Snacks

Select two of the five components for a reimbursable snack

Meal Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult Participants
Fluid Milk	4 fl oz ³	4 fl oz ⁴	8 fl oz ⁵	8 fl oz ⁵	8 fl oz ⁶
Meats/meat alternates⁷	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent
Vegetables⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Fruits⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Grains⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent

- 1 Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must serve unflavored whole milk to children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.
- 7 Alternate protein products must meet the requirements in Appendix A to Part 226. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
- 8 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.
- 9 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Infant Meal Pattern

Child and Adult Care Food Program Infant Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

Infants	Birth through 5 months	6 through 11 months
Breakfast, Lunch, or Supper	4-6 fluid ounces breast milk ¹ or formula ²	6-8 fluid ounces breast milk ¹ or formula; ² and 0-½ ounce equivalent infant cereal; ^{2,3} or 0-4 tablespoons: meat, fish, poultry, whole egg, cooked dry beans, peas, and lentils; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½ cup of yogurt; ⁴ or a combination of the above; ⁵ and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}
Snack	4-6 fluid ounces breast milk ¹ or formula ²	2-4 fluid ounces breast milk ¹ or formula; ² and 0-½ ounce equivalent bread; ^{3,7} or 0-¼ ounce equivalent crackers; ^{3,7} or 0-½ ounce equivalent infant cereal; ^{2,3} or 0-¼ ounce equivalent ready-to-eat breakfast cereal; ^{3,5,7,8} and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}

¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Information on crediting grain items may be found in FNS guidance.

⁴ By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

⁷ A serving of grains must be whole grain-rich, enriched meal, enriched flour, bran, or germ.

⁸ By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

All serving sizes are minimum quantities of the food components that are required to be served.

Exhibit B – Contractor Responsibilities for the Child Nutrition Program

1.	<p>Plan menus that meet Child Nutrition Program requirements for:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Infant Meals</td> <td style="width: 50%;"><input checked="" type="checkbox"/> Grades K-5</td> </tr> <tr> <td><input type="checkbox"/> Ages 1-2</td> <td><input checked="" type="checkbox"/> Grades 6-8</td> </tr> <tr> <td><input type="checkbox"/> Ages 3-5</td> <td><input type="checkbox"/> Grades 9-12</td> </tr> <tr> <td><input type="checkbox"/> Ages 6-12</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Adults</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Summer Food Service Program</td> <td></td> </tr> </table>	<input type="checkbox"/> Infant Meals	<input checked="" type="checkbox"/> Grades K-5	<input type="checkbox"/> Ages 1-2	<input checked="" type="checkbox"/> Grades 6-8	<input type="checkbox"/> Ages 3-5	<input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Ages 6-12		<input type="checkbox"/> Adults		<input type="checkbox"/> Summer Food Service Program	
<input type="checkbox"/> Infant Meals	<input checked="" type="checkbox"/> Grades K-5												
<input type="checkbox"/> Ages 1-2	<input checked="" type="checkbox"/> Grades 6-8												
<input type="checkbox"/> Ages 3-5	<input type="checkbox"/> Grades 9-12												
<input type="checkbox"/> Ages 6-12													
<input type="checkbox"/> Adults													
<input type="checkbox"/> Summer Food Service Program													
2.	<p>Complete production records as required by KSDE that reflect actual production and that meals that are to be claimed for reimbursement meet Child Nutrition Requirements</p>												
3.	<p>Purchase and prepare food.</p>												
4.	<p>Meals shall coincide on a daily basis with the menu cycle which appears in Exhibit F (minimum of four weeks). Menu changes shall be agreed upon by both parties but changes will not be entertained subsequent to placement of any weekly order. Menu changes shall be approved by the Sponsor. When an emergency situation exists which might prevent the contractor from delivering a specified meal component he shall notify the Sponsor immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the contractor's unit price cost periodically throughout the contract period.</p>												
5.	<p>Plan menus that meet Child Nutrition Program requirements.</p>												
6.	<p>Complete production record/transport sheets as required by KSDE that reflect actual production quantities and confirm meals that are to be claimed for reimbursement meet Child Nutrition Requirements</p>												
7.	<p>Purchase and prepare food according to USDA Procurement Guidelines as stated in 2 CFR, Part 200 and 7 CFR 210-299.</p>												
8.	<p>Deliver meals to each site according to Exhibit E. The Sponsor reserves the right to add or delete sites. Sites will be added or deleted not less than one week prior to the date of change in service. Any change in transportation cost that incurs shall be negotiated.</p>												
9.	<p>The Contractor shall attach a Meal Transport Sheet with each delivery specifying the date and quantity of meals, by type (breakfast, lunch, snack, supper) that are provided.</p>												

Exhibit C – Other Responsibilities as Specified

	Other Responsibilities as Specified	Indicate Contractor (C) or Sponsor (S)
1.	Transportation of food to serving sites. Meals/snacks provided will be bulk quantities.	C
2.	Provide eating utensils/ trays	S
3.	Provide serving utensils	S
4.	Provide paper goods	S
5.	Provide appropriate containers for transporting food	S
6.	Cleaning of transport containers	S
7.	Attend KSDE sponsored training to acquire understanding of required menu documentation requirements.	C
8.	Provide adequate refrigeration/heating for all food transported to sites.	S

Exhibit D – Meal Fees

The SPONSOR agrees to pay the CONTRACTOR the following prices for meals/snacks/milk:

National School Lunch/School Breakfast	Student/Child Meal Price	Adult Meal Price
<input type="checkbox"/> Breakfast		
<input checked="" type="checkbox"/> Lunch	\$4.50	\$4.50
<input type="checkbox"/> Afterschool Snack		
<input checked="" type="checkbox"/> Special Milk or extra milk	\$.50	\$.50
<input type="checkbox"/> Fresh Fruit & Vegetable Program		
<input type="checkbox"/> A la carte		
<input type="checkbox"/> Internal Catering		
Child and Adult Care Food Program		
<input type="checkbox"/> Breakfast		
<input type="checkbox"/> AM snack		
<input type="checkbox"/> Lunch		
<input type="checkbox"/> PM snack		
<input type="checkbox"/> Supper		
<input type="checkbox"/> Evening snack		
<input type="checkbox"/> Internal Catering		
Summer Food Service Program		
<input type="checkbox"/> Breakfast		
<input type="checkbox"/> Lunch		
<input type="checkbox"/> AM Snack		
<input type="checkbox"/> PM Snack		
<input type="checkbox"/> Supper		
<input type="checkbox"/> A la carte		
<input type="checkbox"/> Internal Catering		

Exhibit E – Specifications for Meals on Contract

Directions: Complete one Exhibit E for each site. Type “XXX” in boxes which are not applicable.

<u>Good Shepherd Lutheran School</u>	
Name of Site	
<u>206 S 17th</u>	
Address	
<u>Marysville</u>	<u>66508</u>
City	Zip
<u>Kyle Erickson</u>	<u>785-562-3181</u>
Center Director	Phone Number

	Breakfast	AM Snack	Lunch	PM Snack	Supper	Evening Snack
A. Delivery time for each meal.			10:30 AM			
B. Estimated number of meals per day.			40			
C. Estimated number of serving days per <u>year</u> .			150			
D. Unit price per meal.			\$4.50			
E. Estimate total for contract period. (B x C x D = E)			27,000			

Exhibit F – Menus

20-Day Cycle Menu					
Program: <input type="checkbox"/> National School Lunch Program <input type="checkbox"/> School Breakfast Program <input type="checkbox"/> Afterschool Snack Program <input type="checkbox"/> Seamless Summer Option		Program: <input type="checkbox"/> Fresh Fruit & Vegetable <input type="checkbox"/> Child & Adult Care Food Program <input type="checkbox"/> Summer Food Service Program		Meal: <input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Supper <input type="checkbox"/> Snack	
Day	Menu Items	Portion Sizes			
		Age/Grade Group	Age/Grade Group	Age/Grade Group	Age/Grade Group
1					
2					
3					
4					
5					
6					
7					

20-Day Cycle Menu

Program:

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Seamless Summer Option

Program:

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program
- Summer Food Service Program

Meal:

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group	Age/Grade Group	Age/Grade Group	Age/Grade Group
8					
9					
10					
11					
12					
13					
14					

20-Day Cycle Menu

Program:

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Seamless Summer Option

Program:

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program
- Summer Food Service Program

Meal:

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group	Age/Grade Group	Age/Grade Group	Age/Grade Group
15					
16					
17					
18					
19					
20					

State of Kansas
Department of Administration
DA-146a (Rev. 07-19)

Exhibit G – CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions

Vended Contract to Provide Meals for the USDA Child Nutrition Programs – Exhibits

of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**Vended Contract to Provide Meals
for the
USDA Child Nutrition Programs**

St. Gregory's Catholic School, #874

July 31, 2026

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.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

I. General Information

This contract beginning on July 31, 2026 is between the governing board of St. Gregory's Catholic School, hereinafter referred to as the SPONSOR and Marysville U.S.D. #364, hereinafter referred to as the CONTRACTOR. This contract provides provisions and instructions to the CONTRACTOR for providing meals for the SPONSOR's Child Nutrition Programs.

The SPONSOR shall administer the United States Department of Agriculture's (USDA) Child Nutrition Programs. The Child Nutrition & Wellness (CNW) of the Kansas State Department of Education (KSDE) administers Child Nutrition Programs at the State level. This contract is subject to review and approval by CN&W, KSDE prior to implementation. The phrase, "food service program", shall refer to the operation of the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP), and/or Seamless Summer Option (SSO), and/or the Afterschool Snack Program (ASP), and/or Fresh Fruit & Vegetable Program (FFVP), and/or Special Milk Program (SMP) and/or Child and Adult Care Food Program (CACFP) which includes At-Risk Afterschool Meals, and/or Summer Food Service Program (SFSP). NSLP, SBP, SSO, ASP are all referred to as the School Nutrition Programs (SNP).

The contract applies only to those meals served through the SPONSOR's food service program that are subject to the requirements of the USDA Child Nutrition Programs. The CONTRACTOR will assume responsibility for the meals meeting the requirements of the USDA Child Nutrition Program as described in the following contract terms and conditions.

In agreeing to serve meals that will be eligible for reimbursement under the USDA Child Nutrition Program, the CONTRACTOR agrees to follow the program requirements as outlined in this contract. Changes to or modifications of this contract shall be mutually agreed upon to be effective.

The provisions contained in the Contractual Provisions Attachment (Form DA-146a), attached hereto and marked Attachment E, are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

II. Meal Services:

A. The CONTRACTOR will provide the SPONSOR with the meals/snacks/milk indicated below:

National School Lunch/School Breakfast/SSO	Days Meals Served
<input type="checkbox"/> Breakfast	<input checked="" type="checkbox"/> Monday
<input checked="" type="checkbox"/> Lunch	<input checked="" type="checkbox"/> Tuesday
<input type="checkbox"/> Afterschool Snack	<input checked="" type="checkbox"/> Wednesday
<input checked="" type="checkbox"/> Special Milk	<input checked="" type="checkbox"/> Thursday
<input type="checkbox"/> Fresh Fruit & Vegetable Program	<input checked="" type="checkbox"/> Friday
<input type="checkbox"/> A la carte (includes extra milk)	<input type="checkbox"/> Saturday
	<input type="checkbox"/> Sunday
Child & Adult Care Food Program	Days Meals Served
<input type="checkbox"/> Breakfast	<input type="checkbox"/> Monday
<input type="checkbox"/> Lunch	<input type="checkbox"/> Tuesday
<input type="checkbox"/> AM Snack	<input type="checkbox"/> Wednesday
<input type="checkbox"/> PM Snack	<input type="checkbox"/> Thursday
<input type="checkbox"/> Supper	<input type="checkbox"/> Friday
<input type="checkbox"/> Evening Snack	<input type="checkbox"/> Saturday
	<input type="checkbox"/> Sunday

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

Child & Adult Care Food Program At-Risk Afterschool Meals		Days Meals Served	
<input type="checkbox"/> Breakfast		<input type="checkbox"/> Monday	
<input type="checkbox"/> AM Snack		<input type="checkbox"/> Tuesday	
<input type="checkbox"/> Lunch		<input type="checkbox"/> Wednesday	
<input type="checkbox"/> PM Snack		<input type="checkbox"/> Thursday	
<input type="checkbox"/> Supper		<input type="checkbox"/> Friday	
<input type="checkbox"/> Evening Snack		<input type="checkbox"/> Saturday	
		<input type="checkbox"/> Sunday	
Summer Food Service Program		Days Meals Served	
<input type="checkbox"/> Breakfast		<input type="checkbox"/> Monday	
<input type="checkbox"/> Lunch		<input type="checkbox"/> Tuesday	
<input type="checkbox"/> AM Snack		<input type="checkbox"/> Wednesday	
<input type="checkbox"/> PM Snack		<input type="checkbox"/> Thursday	
<input type="checkbox"/> Supper		<input type="checkbox"/> Friday	
		<input type="checkbox"/> Saturday	
		<input type="checkbox"/> Sunday	
<input type="checkbox"/> Other:			

B. The SPONSOR will provide an accurate meal order to the CONTRACTOR's food service office by 9:00 AM each day. The SPONSOR will notify the CONTRACTOR of any increase or decrease in the number of meals ordered no later than 10:00 AM each day. The Contractor will provide the Sponsor with adequate servings of meals/snacks to meet the requirements for the number of meals/snacks ordered by SPONSOR.

III. Meal Program Requirements

- A. Sponsor Retains Control: The SPONSOR shall retain control of quality, extent and general nature of its food service program.
- B. Responsible Authority: The SPONSOR is the responsible authority without recourse to USDA Food and Nutrition Services or to KSDE for the settlement and satisfaction of all contractual and administrative issues arising from the contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.
- C. Menu Planning and Approval: The CONTRACTOR will be responsible for all menu planning. The SPONSOR shall review and approve all menus prior to preparation and service of food. The CONTRACTOR shall provide menus to the SPONSOR on a monthly basis 10 days in advance of meal service. If cycle menus are used, they will be furnished monthly or as part of the cycle runs.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

Meal Pattern Requirements: The CONTRACTOR shall serve meals that comply with the most current meal pattern requirements and Dietary Guidelines for Americans as required by USDA in Federal regulations for the National School Lunch and the School Breakfast Programs, Child and Adult Care Food Program, and/or Summer Food Service Program as specified in 7 CFR Part 210, 215, 220, 225, 226. All meals claimed for reimbursement by the SPONSOR shall abide by the USDA meal pattern requirements as specified in Exhibit A of this contract, and as modified as program requirements are revised.

If CACFP meals shall be provided by the CONTRACTOR per the Agreement, the CONTRACTOR shall serve reimbursable meals that comply with the Child and Adult Care Food Program (CACFP) meal pattern requirements. Refer to Exhibit A. The CONTRACTOR shall bill the SPONSOR for CACFP meals per Exhibit A.

- D. A la Carte: The SPONSOR will retain the sole authority to determine a la carte prices. All a la carte items shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School.
- E. Menu Planning and Recordkeeping Training: The CONTRACTOR may participate in KSDE Nutrition Standards for School Meals, Calculating Components, CACFP Menu Planning and SFSP Menu Planning training to receive instruction for preparing, serving, crediting and documenting meals to assure that all USDA meal pattern requirements are met.
- F. Special Diets: In accordance with Federal regulations the CONTRACTOR shall make substitutions in reimbursable meals as specified by a licensed healthcare professional that is authorized by Kansas state law to write medical prescriptions, i.e., licensed physician (MD or DO) OR a physician's assistant (PA) OR an advanced practice registered nurse (APRN) authorized by their responsible licensed physician, OR Registered Dietitian (RD) or Registered Dietitian Nutritionist (RDN) for individual participating children unable, because of a disability, to consume specified foods. The SPONSOR shall notify the CONTRACTOR of any such special dietary needs.
- G. Unacceptable Meals: No payment shall be made for meals that are spoiled, unwholesome, do not meet meal pattern requirements or disallowed by appropriate authority at time of service or do not otherwise meet the intent of this agreement; provided however, that no deduction shall be made unless the SPONSOR shall give the CONTRACTOR written notification, specifying the number of meals for which the SPONSOR intends to deduct payment and setting forth the reasons for the deduction.
- H. Food Service Outside of the Child Nutrition Program: This contract shall not interfere with the provision of meals and snacks outside of the USDA's Child Nutrition Program other than to assure that all federal and state program regulations are met. The CONTRACTOR shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School.
- I. Unitized Meals:
 - 1. If Sponsor participates in the Summer Food Service Program: The Contractor agrees to deliver unitized meals. Meals will be inclusive of milk on a daily basis. If meals are not unitized for delivery, a waiver from unitized meals is on file with KSDE and meals will be served at the site in this manner: . The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
 - 2. If Sponsor participates in the Child and Adult Care Food Program: All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless KSDE determines that unitization would impair the

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

effectiveness of food service operations. The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

- J. Food Service Sanitation: The CONTRACTOR shall comply with the laws, ordinances, rules and regulations of all applicable Federal, State, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations, and the implementing regulations of the USDA issued hereunder and any additions or amendments thereto.
- K. License: The CONTRACTOR shall obtain and keep in effect all Federal, State, and local licenses required for the operation of its food service operation. Such licenses shall be posted in a prominent place within the food service area as required by law or regulation.

The NSLP and SBP SPONSOR is ultimately responsible for ensuring that its School Nutrition Program sites have been inspected by Kansas Department of Agriculture at least twice per school year. The SPONSOR shall obtain State or local health license(s) for any facility, in which meals will be served for the SPONSOR's food service programs. Per 7 CFR 210.13 (b) and 7 CFR 220.7(a)(2) *Food safety inspections: Schools shall obtain a minimum of two food safety inspections during each school year conducted by a State or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report to any member of the public upon request.*

Per K.A.R. 28-4-439 (s): If CACFP meals are delivered from an off-site location:

1. Food provided from a central kitchen or vendor and delivered to the center shall be obtained from a source licensed or inspected by the Kansas department of agriculture or equivalent food safety licensing agency in another state.
 2. Food shall be transported in covered and temperature-controlled containers. Hot foods shall be maintained at not less than 140 degrees Fahrenheit, and cold foods shall be maintained at 40 degrees Fahrenheit or less.
 3. Food prepared in one licensed center and transferred to another licensed center owned by the same licensee shall be permitted.
- L. Buy American: As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). Per SP 38-2017, all Sponsors participating in the National School Lunch Program and School Breakfast Program are required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Substantially it is defined as that of which the final processed product contains 51% or more of agricultural commodities which were grown domestically. The CONTRACTOR shall provide to the SPONSOR appropriate documents, i.e. attestation statements, country of origin labeling, to document compliance with the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official of the Sponsor, a minimum of 10 day(s) in advance of delivery. The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications:
 - a. Price of the domestic food alternative substitute(s); and

- b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
 - a. Price of the domestic food product; and
 - b. Price of the non-domestic product that meets the required specification of the domestic product.

Non-domestic food purchases must not exceed the following caps by the established deadlines:

1. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a SPONSOR purchases per school year.
2. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a SPONSOR purchases per school year.
3. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a SPONSOR purchases per school year.

The Buy American provision is a best practice for the Child and Adult Care Food Program and the Summer Food Service Program.

- M. Geographic Preference: Contractors purchasing on behalf of a Sponsor may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.

IV. Meal Program Supervision Responsibilities

- A. Review of Pertinent Records: The SPONSOR shall oversee all the provisions of the contract. This includes the review of all pertinent records, including bills for meals served, meal production records, and other relevant information to ensure adherence to the federal and state rules and regulations, and to ensure that bills accurately represent meals served.
- B. SPONSOR Rights: The SPONSOR shall monitor and conduct on-site visits to the food service operation to ensure compliance with all applicable rules and regulations of KSDE and the United States Department of Agriculture (USDA).
- C. SPONSOR Responsibilities:
 1. SPONSOR shall provide CONTRACTOR with relevant updates in meal pattern and menu documentation requirements as issued by KSDE and USDA.
 2. SFSP: The SPONSOR shall provide to the CONTRACTOR a list of meal service sites approved by KSDE, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under 7 CFR 225.6(g)(2), and shall notify the CONTRACTOR of all sites which have been approved, cancelled or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract.
- D. Recordkeeping and Reporting: The SPONSOR and CONTRATOR shall adhere to required record keeping requirements:
 1. The CONTRACTOR shall maintain and provide copies of records to the SPONSOR needed to support the SPONSOR'S claim for reimbursement under the National School Lunch Act and Child Nutrition Act including documents such as Child Nutrition Labels, recipes, transport sheets, meal counts and production records. Upon request, all records of the CONTRACTOR pertaining to the SPONSOR's meal requirements shall be made available at the CONTRACTOR's offices during regular business hours to representatives of the SPONSOR, KSDE and USDA.
 2. All Child Nutrition Program records shall be kept on file for five (5) years (NSLP) or three (3) years (SFSP and CACFP) after the end of the Federal fiscal year to which they pertain,

or for such other period which the U.S. Secretary of Agriculture or appropriate State officials may from time to time determine; provided however, that if audit findings have not been resolved, the records shall be retained beyond the required program period as long as required for the resolution of the issues raised by the audit. 7 CFR 226.10 (d), 7 CFR 225.15 (c), CFR 210.23 (c) and KSA 72-5121

V. Financial Management

- A. Meal Fees by CONTRACTOR: The fees shall be established and charged on a per meal basis as identified in Exhibit D, Meal Fees. Additional expenses incurred by the CONTRACTOR may not be charged back to the SPONSOR in any other manner. At no time shall the fee structure be cost-plus-percentage-of-cost or cost-plus-percentage-of-income.
- B. SNP Billing: The CONTRACTOR shall bill the SPONSOR for the total number of meals served each month according to the meal prices specified in Exhibit D, Meal Prices.
- C. CACFP/SFSP Billing: The CONTRACTOR will invoice the SPONSOR monthly for meals/snacks/milk provided. Payment will be due to the CONTRACTOR within 10 days from the invoice date. If SPONSOR participates in the Summer Food Service Program, the CONTRACTOR shall attach a ticket with each delivery specifying the quantity of meals, by type, (breakfast, lunch, supper, and snack) that are provided. The CONTRACTOR shall submit an itemized invoice to the Sponsor monthly that specifies the quantity of meals by type delivered during the preceding month, with a copy of each delivery ticket attached.
- D. The SPONSOR will account for the number of student/participant and adult meals served according to procedures approved by the Kansas State Department of Education (KSDE).
- E. Food Service Fund Account:
 1. The SPONSOR shall retain control of the nonprofit food service account and overall financial responsibility for the food service program.
 2. The SPONSOR must maintain separate accounting for all food service revenues and meal payments. Federal and state reimbursement for meals must be used only for the Child Nutrition program. Any excess of revenues over expenses must be used in the Child Nutrition Program.
 3. If reimbursement from KSDE is denied as a direct result of the CONTRACTOR's failure to comply with the provisions of this addendum, the CONTRACTOR shall reimburse the SPONSOR for the amount which it would otherwise have been entitled.
 4. All payments for meals by Kansas State Department of Education must accrue to the Sponsor's Food Service account.
- F. Audits and Reviews

The SPONSOR shall be responsible for ensuring resolution of program review and audit findings.

 1. The SPONSOR shall ensure that KSDE has reviewed and approved the contract terms and that the SPONSOR has incorporated all required changes into the contract or addendum before any contract or addendum is executed. Any changes to this prototype contract must be approved in writing by KSDE, prior to the effective date of the contract.
 2. The CONTRACTOR agrees to allow Child Nutrition & Wellness to inspect the CONTRACTOR facilities as part of the Summer Food Service Program Administrative Review. In addition, the CONTRACTOR agrees to allow Child Nutrition & Wellness to conduct inspections of food preparation facilities and food service sites and perform meal quality tests.

VI. Contract Provisions

The CONTRACTOR and SPONSOR shall comply with all requirements of Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

A. Termination

1. **Material Breach:** In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
2. **Sanctions and Remedies:** Nonperformance subjects the CONTRACTOR to specified sanctions in instances where the CONTRACTOR violates or breaches contract terms according to 7 CFR 210.16(b)(2) and 2 CFR Appendix-II-to-Part-200(A). The SPONSOR shall implement the following administrative, contractual, or legal remedies and sanctions in accordance with the procurement provisions stated in 7 CFR 210.21:
 - a. The CONTRACTOR shall pay the SPONSOR for any overclaims assessed by the State Agency as a result of an Administrative Review or audit due to CONTRACTOR negligence or noncompliance with regulations.
 - b. The CONTRACTOR shall complete a Corrective Action Plan that is permanently implemented to correct any issues of nonperformance.
3. Notwithstanding the previously stated breaching provision, the SPONSOR may terminate this contract for breach/neglect as determined by the SPONSOR with written notification to the CONTRACTOR, in regard to such items as failure to maintain and enforce required standards of sanitation, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SPONSOR.
4. The CONTRACTOR and the SPONSOR may each terminate this agreement without cause by 15 days written notice to the other party of its intent to terminate.
5. The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

B. Performance Security (required for SFSP)

1. In cases of nonperformance or noncompliance on the part of the CONTRACTOR, the CONTRACTOR shall pay the SPONSOR for any excess costs in which the SPONSOR may incur by obtaining meals from another source.
2. The CONTRACTOR shall:
 - a. Submit with the proposal, a bid guarantee payable to the SPONSOR in the amount of 5% of the bid price in the form of <select one>. Upon award of contract, the SPONSOR shall return all such bid guarantees. If the Sponsor operates the Summer Food Service Program then a Performance bond in the amount of percent of the contract price must be submitted by the successful CONTRACTOR to the SPONSOR. The successful CONTRACTOR shall submit the performance bond from a surety company listed in the most recent U.S. Department of Treasury Circular 570 to the SPONSOR by .
 - b. The SPONSOR shall retain the successful CONTRACTOR'S deposit until the CONTRACTOR has faithfully performed all terms of the contract.
 - c. The CONTRACTOR shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. Any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts shall not be allowed.

- C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and

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3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Environmental: As specified in 7CFR, Section 3016.36(i)(12), the CONTRACTOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under

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section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).

Per 2 CFR, Section 200.323, the CONTRACTOR and the Sponsor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- H. Energy: The SPONSOR and CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (7CFR, Section 3016.36(i)(13)).
- I. Equal Employment: The SPONSOR and CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).
- J. Nondiscrimination: The SPONSOR and CONTRACTOR shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.
- K. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—
 1. Providing or attempting to provide or offering to provide any kickback;
 2. Soliciting, accepting, or attempting to accept any kickback; or
 3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (K, 1-3) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (K, 1-3) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

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The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (K, 1-3) of this clause.

The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

- L. Awarding agency requirements and regulations including allowable cost provisions in 7 CFR Part 210.21.
- M. As specified in 7CFR, Section 3016.36(i)(12), the CONTRACTOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).

VII. Sponsor Responsibilities

- A. SNP: For contracts totaling less than \$350,000, informal purchasing procedures may be followed.
 - 1. Obtain an adequate number of price quotations (**2 or more**).
 - 2. Maintain a written record of all contacts and quotations obtained.
 - 3. Award the contract to the most responsive and lowest in price.
- B. SFSP: For contracts totaling less than \$350,000, informal purchasing procedures may be followed.
 - 1. Obtain an adequate number of price quotations (**2 or more**).
 - 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).
 - 3. Award the contract to the most responsive and lowest in price.
 - 4. All bids in an amount which exceeds the lowest bid shall be submitted to KSDE for approval before acceptance.
 - 5. If the contract exceeds \$100,000, submit the contract and price quotes to KSDE prior to signing.
- C. CACFP: For contracts totaling less than \$350,000, informal purchasing procedures may be followed.
 - 1. Obtain an adequate number of price quotations (**2 or more**).
 - 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).
 - 3. Award the contract to the most responsive and lowest in price.
 - 4. All bids in an amount which exceeds the lowest bid shall be submitted to KSDE for approval before acceptance.
 - 5. If the contract exceeds \$50,000, submit the contract and price quotes to KSDE prior to signing.

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D. Indicate price of contract: \$.

VIII. Term of Contract

- A. Contract Period: This contract shall become effective on 08/18/2026, and shall terminate on 05/19/2027 (a period not exceeding 1 year).
- B. The SPONSOR may terminate this contract for breach/neglect as determined by the CONTRACTOR when considering such items as failure to maintain and enforce required standards of sanitation, failure to provide periodic information/statements or failure to maintain quality of service at a level satisfactory to the SPONSOR.

IX. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date and year first written above.

SPONSOR:

CONTRACTOR:

Authorized Signature

Authorized Signature

Mrs. Karen Farrell, Principal
Name and Title

Mr. Darren Schroeder, Superintendent
Name and Title

July 31, 2026
Date

July 31, 2026
Date

Exhibits

Exhibit A	Nutrition Standards/Meal Pattern Requirements
Exhibit B	Contractor Responsibilities for the Child Nutrition Program
Exhibit C	Other Responsibilities as Specified
Exhibit D	Meal Fees
Exhibit E	Specifications for Meals on Contract
Exhibit F	Menus
Exhibit G	Contractual Provisions Attachment
Exhibit H	Certificate of Independent Price Determination

Exhibit A – Menu Standards

National School Lunch Program (NSLP) Meal Pattern and Dietary Specifications

Amount of Food¹ Per Week (minimum per day)			
Meal Components	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	2.5 (.5)	2.5 (.5)	5 (1)
Vegetables (cups) ²	3.75 (.75)	3.75 (.75)	5 (1)
Dark green ³	.5	.5	.5
Red/Orange ³	.75	.75	1.25
Beans, Peas, and Lentils ³	.5	.5	.5
Starchy ³	.5	.5	.5
Other ^{3,4}	.5	.5	.75
Additional Vegetables needed to meet weekly requirement	1	1	1.5
Grains (oz eq) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁷	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁸			
Minimum-Maximum calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	< 10	< 10	< 10
Added sugars (% of total calories) Must be implemented by July 1, 2027 ⁸	< 10	< 10	< 10
Sodium limit: In place through June 30, 2027	≤ 1110 mg	≤ 1225 mg	≤ 1280 mg
Sodium limit: Must be implemented by July 1, 2027 ⁸	≤ 935 mg	≤ 1035 mg	≤ 1080 mg

- 1 Food items included in each group and subgroup and amount equivalents.
- 2 Minimum creditable serving is 1/8 cup. One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
- 3 Larger amounts of these vegetables may be served.
- 4 This subgroup consists of "Other vegetables" as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.
- 5 Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.
- 6 Minimum creditable serving is 0.25 oz. eq.
- 7 Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.
- 8 By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

School Breakfast Program (SBP) Meal Pattern and Dietary Specifications

Amount of Food ¹ Per Week (Minimum Per Day)			
Meal Components	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Grains and/or Meats/Meat Alternates (oz eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week ⁵			
Min-Max calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	< 10	< 10	< 10
Added Sugars (% of total calories): Must be implemented by July 1, 2027	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

- 1 Food items included in each group and subgroup and amount equivalents.
- 2 Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section.
- 3 Minimum creditable serving is 0.25 oz eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must meet the whole grain-rich criteria as defined in § 210.2, and the remaining grain items offered must be enriched.
- 4 Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements of paragraph (d) of this section.
- 5 By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

National School Lunch Program Meal Pattern for Afterschool Snack Service

Select Two of the Five Components for a Reimbursable Snack	
Meal Components ¹	Minimum Quantities ²
Fluid Milk ³	8 fluid ounces
Meats/Meat Alternates ⁴	1 ounce equivalent
Vegetables ⁵	¾ cup
Fruits ⁵	¾ cup
Grains ⁶	1 ounce equivalent

- 1 Must serve two of the five components for a reimbursable NSLP snack. Only one of the two components may be a beverage.
- 2 May need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored.
- 4 Alternate protein products must meet the requirements in Appendix A to Part 226 of this Chapter. Effective July 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
- 5 Juice must be pasteurized, full-strength juice. No more than half of the weekly fruit or vegetable offerings may be in the form of juice.
- 6 At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich, as defined in § 210.2, and the remaining grains items offered must be enriched. Grain-based desserts may not be used to meet the grains requirement. Effective July 1, 2025, breakfast cereal must have no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Summer Food Service Program Meal Pattern Requirements

Summer Breakfast Meal Pattern

Select all three components for a reimbursable meal

Component	Serving Size	Description
1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice ¹ , and/or vegetable
1 grains/bread²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains

¹ Fruit or vegetable juice must be full-strength.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Summer Lunch or Supper Meal Pattern

Select all four components for a reimbursable meal

Component	Serving Size	Description
1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	2 oz.	lean meat or poultry or fish ³ or
	2 oz.	alternate protein product ⁴ or
	2 oz.	cheese or
	1 large	egg or
	1/2 cup	cooked dry beans, peas, or lentils or
	4 Tbsp.	peanut or other nut or seed butter or
	2 oz.	nuts and/or seeds ⁵ or
	8 oz.	yogurt ⁶

¹ Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Must meet the requirements in [Appendix A to Part 225- Alternate Foods for Meals](#).

⁵ Nuts and seeds may credit for the entire meats/meat alternates component.

⁶ Yogurt may be plain or flavored, unsweetened or sweetened.

Summer Snack Meal Pattern

Select two of the four components for a reimbursable snack

Component	Serving Size	Description
1 milk	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	juice ¹ , fruit and/or vegetable
1 grains/bread²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product ⁴ or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans, peas, or lentils or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt ⁵

- 1 Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
- 2 Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
- 3 A serving consists of the edible portion of cooked lean meat or poultry or fish.
- 4 Must meet the requirements in Appendix A to Part 225- Alternate Foods for Meals.
- 5 Yogurt may be plain or flavored, unsweetened or sweetened.

Child & Adult Care Food Program Meal Pattern for Children and Adults: Breakfast

Select all three components for a reimbursable meal

Meal Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult Participants
Fluid Milk	4 fl oz ³	6 fl oz ⁴	8 fl oz ⁵	8 fl oz ⁵	8 fl oz ⁶
Vegetables, fruits or portions of both⁷	¼ cup	½ cup	½ cup	½ cup	½ cup
Grains⁸	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

- 1 *Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.*
- 2 *At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.*
- 3 *Must be unflavored whole milk for children age 1.*
- 4 *Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 5 *May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 6 *May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).*
- 7 *Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.*
- 8 *Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.*

Child & Adult Care Food Program Meal Pattern for Children and Adults: Lunch and Supper

Select all five components for a reimbursable meal

Meal Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult Participants
Fluid Milk	4 fl oz ³	6 fl oz ⁴	8 fl oz ⁵	8 fl oz ⁵	8 fl oz ⁶
Meats/meat alternates⁷	1 ounce equivalent	1½ ounce equivalents	2 ounce equivalents	2 ounce equivalents	2 ounce equivalents
Vegetables⁸	⅛ cup	¼ cup	½ cup	½ cup	½ cup
Fruits⁸	⅛ cup	¼ cup	¼ cup	¼ cup	½ cup
Grains⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents

- 1 Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must serve unflavored whole milk to children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.
- 7 Alternate protein products must meet the requirements in Appendix A to Part 226. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
- 8 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- 9 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Child & Adult Care Food Program Meal Pattern for Children and Adults: Snacks

Select two of the five components for a reimbursable snack

Meal Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)	Adult Participants
Fluid Milk	4 fl oz ³	4 fl oz ⁴	8 fl oz ⁵	8 fl oz ⁵	8 fl oz ⁶
Meats/meat alternates⁷	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent
Vegetables⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Fruits⁸	½ cup	½ cup	¾ cup	¾ cup	½ cup
Grains⁹	½ ounce equivalent	½ ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent

- 1 Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must serve unflavored whole milk to children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.
- 7 Alternate protein products must meet the requirements in Appendix A to Part 226. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
- 8 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.
- 9 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Infant Meal Pattern

Child and Adult Care Food Program Infant Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

Infants	Birth through 5 months	6 through 11 months
Breakfast, Lunch, or Supper	4-6 fluid ounces breast milk ¹ or formula ²	6-8 fluid ounces breast milk ¹ or formula; ² and 0-½ ounce equivalent infant cereal; ^{2,3} or 0-4 tablespoons: meat, fish, poultry, whole egg, cooked dry beans, peas, and lentils; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½ cup of yogurt; ⁴ or a combination of the above; ⁵ and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}
Snack	4-6 fluid ounces breast milk ¹ or formula ²	2-4 fluid ounces breast milk ¹ or formula; ² and 0-½ ounce equivalent bread; ^{3,7} or 0-¼ ounce equivalent crackers; ^{3,7} or 0-½ ounce equivalent infant cereal; ^{2,3} or 0-¼ ounce equivalent ready-to-eat breakfast cereal; ^{3,5,7,8} and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}

¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Information on crediting grain items may be found in FNS guidance.

⁴ By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

⁷ A serving of grains must be whole grain-rich, enriched meal, enriched flour, bran, or germ.

⁸ By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

All serving sizes are minimum quantities of the food components that are required to be served.

Exhibit B – Contractor Responsibilities for the Child Nutrition Program

1.	<p>Plan menus that meet Child Nutrition Program requirements for:</p> <table border="0"> <tr> <td><input type="checkbox"/> Infant Meals</td> <td><input checked="" type="checkbox"/> Grades K-5</td> </tr> <tr> <td><input type="checkbox"/> Ages 1-2</td> <td><input checked="" type="checkbox"/> Grades 6-8</td> </tr> <tr> <td><input type="checkbox"/> Ages 3-5</td> <td><input type="checkbox"/> Grades 9-12</td> </tr> <tr> <td><input type="checkbox"/> Ages 6-12</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Adults</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Summer Food Service Program</td> <td></td> </tr> </table>	<input type="checkbox"/> Infant Meals	<input checked="" type="checkbox"/> Grades K-5	<input type="checkbox"/> Ages 1-2	<input checked="" type="checkbox"/> Grades 6-8	<input type="checkbox"/> Ages 3-5	<input type="checkbox"/> Grades 9-12	<input type="checkbox"/> Ages 6-12		<input type="checkbox"/> Adults		<input type="checkbox"/> Summer Food Service Program	
<input type="checkbox"/> Infant Meals	<input checked="" type="checkbox"/> Grades K-5												
<input type="checkbox"/> Ages 1-2	<input checked="" type="checkbox"/> Grades 6-8												
<input type="checkbox"/> Ages 3-5	<input type="checkbox"/> Grades 9-12												
<input type="checkbox"/> Ages 6-12													
<input type="checkbox"/> Adults													
<input type="checkbox"/> Summer Food Service Program													
2.	<p>Complete production records as required by KSDE that reflect actual production and that meals that are to be claimed for reimbursement meet Child Nutrition Requirements</p>												
3.	<p>Purchase and prepare food.</p>												
4.	<p>Meals shall coincide on a daily basis with the menu cycle which appears in Exhibit F (minimum of four weeks). Menu changes shall be agreed upon by both parties but changes will not be entertained subsequent to placement of any weekly order. Menu changes shall be approved by the Sponsor. When an emergency situation exists which might prevent the contractor from delivering a specified meal component he shall notify the Sponsor immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the contractor's unit price cost periodically throughout the contract period.</p>												
5.	<p>Plan menus that meet Child Nutrition Program requirements.</p>												
6.	<p>Complete production record/transport sheets as required by KSDE that reflect actual production quantities and confirm meals that are to be claimed for reimbursement meet Child Nutrition Requirements</p>												
7.	<p>Purchase and prepare food according to USDA Procurement Guidelines as stated in 2 CFR, Part 200 and 7 CFR 210-299.</p>												
8.	<p>Deliver meals to each site according to Exhibit E. The Sponsor reserves the right to add or delete sites. Sites will be added or deleted not less than one week prior to the date of change in service. Any change in transportation cost that incurs shall be negotiated.</p>												
9.	<p>The Contractor shall attach a Meal Transport Sheet with each delivery specifying the date and quantity of meals, by type (breakfast, lunch, snack, supper) that are provided.</p>												

Exhibit C – Other Responsibilities as Specified

	Other Responsibilities as Specified	Indicate Contractor (C) or Sponsor (S)
1.	Transportation of food to serving sites. Meals/snacks provided will be bulk quantities.	C
2.	Provide eating utensils/ trays	S
3.	Provide serving utensils	S
4.	Provide paper goods	S
5.	Provide appropriate containers for transporting food	S
6.	Cleaning of transport containers	S
7.	Attend KSDE sponsored training to acquire understanding of required menu documentation requirements.	C
8.	Provide adequate refrigeration/heating for all food transported to sites.	S

Exhibit D – Meal Fees

The SPONSOR agrees to pay the CONTRACTOR the following prices for meals/snacks/milk:

National School Lunch/School Breakfast	Student/Child Meal Price	Adult Meal Price
<input type="checkbox"/> Breakfast		
<input checked="" type="checkbox"/> Lunch	\$4.50	\$4.50
<input type="checkbox"/> Afterschool Snack		
<input checked="" type="checkbox"/> Special Milk or extra milk	\$.50	\$.50
<input type="checkbox"/> Fresh Fruit & Vegetable Program		
<input type="checkbox"/> A la carte		
<input type="checkbox"/> Internal Catering		
Child and Adult Care Food Program		
<input type="checkbox"/> Breakfast		
<input type="checkbox"/> AM snack		
<input type="checkbox"/> Lunch		
<input type="checkbox"/> PM snack		
<input type="checkbox"/> Supper		
<input type="checkbox"/> Evening snack		
<input type="checkbox"/> Internal Catering		
Summer Food Service Program		
<input type="checkbox"/> Breakfast		
<input type="checkbox"/> Lunch		
<input type="checkbox"/> AM Snack		
<input type="checkbox"/> PM Snack		
<input type="checkbox"/> Supper		
<input type="checkbox"/> A la carte		
<input type="checkbox"/> Internal Catering		

Exhibit E – Specifications for Meals on Contract

Directions: Complete one Exhibit E for each site. Type “XXX” in boxes which are not applicable.

<u>St. Gregory's Catholic School</u> Name of Site	
<u>207 N 14th</u> Address	
<u>Marysville</u> City	<u>66508</u> Zip
<u>Karen Farrell</u> Center Director	<u>785-562-2831</u> Phone Number

	Breakfast	AM Snack	Lunch	PM Snack	Supper	Evening Snack
A. Delivery time for each meal.			10:30 AM			
B. Estimated number of meals per day.			75			
C. Estimated number of serving days per <u>year</u> .			150			
D. Unit price per meal.			\$4.50			
E. Estimate total for contract period. (B x C x D = E)			50,625			

Exhibit F – Menus

20-Day Cycle Menu					
Program: <input type="checkbox"/> National School Lunch Program <input type="checkbox"/> School Breakfast Program <input type="checkbox"/> Afterschool Snack Program <input type="checkbox"/> Seamless Summer Option		Program: <input type="checkbox"/> Fresh Fruit & Vegetable <input type="checkbox"/> Child & Adult Care Food Program <input type="checkbox"/> Summer Food Service Program		Meal: <input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Supper <input type="checkbox"/> Snack	
Day	Menu Items	Portion Sizes			
		Age/Grade Group	Age/Grade Group	Age/Grade Group	Age/Grade Group
1					
2					
3					
4					
5					
6					
7					

20-Day Cycle Menu

Program:

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Seamless Summer Option

Program:

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program
- Summer Food Service Program

Meal:

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group	Age/Grade Group	Age/Grade Group	Age/Grade Group
8					
9					
10					
11					
12					
13					
14					

20-Day Cycle Menu

Program:

- National School Lunch Program
- School Breakfast Program
- Afterschool Snack Program
- Seamless Summer Option

Program:

- Fresh Fruit & Vegetable
- Child & Adult Care Food Program
- Summer Food Service Program

Meal:

- Breakfast
- Lunch
- Supper
- Snack

Day	Menu Items	Portion Sizes			
		Age/Grade Group	Age/Grade Group	Age/Grade Group	Age/Grade Group
15					
16					
17					
18					
19					
20					

State of Kansas
Department of Administration
DA-146a (Rev. 07-19)

Exhibit G – CONTRACTUAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions

Vended Contract to Provide Meals for the USDA Child Nutrition Programs – Exhibits

of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

EE - Food Services Management

EE

(See EBBD)

A supervisor may be hired by the board to oversee the district's food service program.

Sanitation Inspections

The building principal shall inspect each lunchroom to ensure that proper sanitation procedures are being followed.

Records

The supervisor shall be responsible for keeping food service records required by state and federal laws and regulations.

The supervisor shall be under the direct supervision of the superintendent and shall have control over all aspects of the district's food service programs subject to board policy, rules and state and federal regulations.

Meal Prices

Meal prices shall be determined by the board.

Free or Reduced Price Meals

Parents or guardians of students attending schools participating in federal school meal programs must be informed of the availability of reimbursable school meals and provided with information about eligibility and the process for applying for free or reduced price meals on or before the start of school each year. Access to this policy will be provided to parents or guardians when they receive information regarding eligibility and applying for free or reduced price meals.

Unpaid Meal Charges

The district's meal charging requirements are as follows.

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than \$50 in the elementary grades, \$50 in the middle or junior high grades, and \$50 in the high school grades for the purchase of meals to this account without triggering the district's delinquent debt proceedings as outlined in this policy and board policy DP. Charging of a la carte or extra items to this account will not be permitted.

When the charge levels identified in this policy have been met, a student's meal account becomes delinquent. The student will be allowed to purchase a meal if the student pays for the meal when it is received. Students who have delinquent accounts and cannot pay out of pocket for a meal will be provided a regular, reimbursable meal from the cafeteria menu, which shall be charged to the student's account while the district proceeds with attempts to resolve the delinquent debt with the student's parent

EE - Food Services Management

EE-2

or guardian. If attempts to receive payment for charged meals do not result in full payment of the debt in the timelines provided herein, debt collection proceedings will begin in accordance with board policy DP.

At least one verbal and one written warning shall be provided to a student and the student's parent or guardian prior to reaching the delinquent debt threshold outlined herein. Access to this policy will be provided to the student's parent or guardian with the written warning. If payment of the negative balance is not received within 5 working days of the delinquent debt threshold being attained, the debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP. If the debt is not paid within 10 days of mailing the final notice of the negative account balance under policy DP, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges. Bad debt must be written off as an operating loss and restored using non-Federal funds, even if it has been turned over for collection through other legal means.

Payments for school meals may be made at the school or district office, at the point of service of school meals, or online at <https://usd364.revtrak.net/>. Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy, a copy of the policy will be posted in district meal service facilities, and the policy will be made available on the district's website and social media accounts. Records of how and when it is communicated to households and staff will be retained.

Approved:

KASB Recommendation - 4/07; 12/16; 6/21; 12/23; 6/24; 6/26

USD #364 Marysville

CNP Procurement Plan

Kansas State Department of Education (KSDE)
Department of Child Nutrition and Wellness (CNW)

This procurement plan, outlined in the following pages, will take effect on **July 1, 2026** and remain in place until amended. It applies to all Child Nutrition Programs in the state of Kansas, including the School Breakfast Program (SBP), National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), Seamless Summer Option (SSO), Special Milk Program (SMP), Fresh Fruit and Vegetable Program (FFVP), and Summer Food Service Program (SFSP). All procurement activities must uphold the principles of free and open competition, with comprehensive source documentation maintained to demonstrate adherence to competitive practices, cost reasonableness, allowable expenses, and proper cost allocation. When purchasing goods or services from the nonprofit food service account, all procurements must adhere to the standards outlined in [2 CFR 200 subpart D](#) and applicable program regulations. Sponsors must retain all documentation for each procurement per regulations.

Procurement Contact

Date

Authorized Representative (if different)

Date

Superintendent/BOE/Board Chair/Owner

Date

The "Sponsor" is ultimately responsible for ensuring the plan complies with all Federal Regulations, State General Statutes and local procurement policies.

Documented Procurement Procedures
Child Nutrition Programs
[2 CFR 200.318\(a\)](#)

Sponsor Identification Clause:

For the purposes of this Procurement Plan, the entity responsible for procurement activities shall be referred to as the **"Sponsor."** Upon entering the official district identification below, all subsequent references to "Sponsor" within this document shall be understood to specifically refer to the entity identified in that field. This designation applies consistently throughout the document unless otherwise specified.

USD #364 Marysville

SECTION 1: Introduction

SECTION 2: Procurement Roles and Responsibilities

SECTION 3: Procurement Planning and Forecasting

SECTION 4: Procurement Thresholds

SECTION 5: Buy American

SECTION 6: Common Procurement Methods

SECTION 7: Less Common Procurement Methods

SECTION 8: Special Procurement Considerations

SECTION 9: FSMC's, Sponsor-to-Sponsor Agreements, Vended Meal Contracts, Purchasing Goods and Services Using Cooperative Agreements, Agents, and Third-Party Services

SECTION 1: Introduction

The “Sponsor” will purchase goods, products, and/or services for use in the Child Nutrition Programs (CNP) in compliance with [2 CFR Part 200](#), as well as [7 CFR 210, 220, 225, 226](#), and [215](#). Procurement standards are specifically located in [2 CFR 200.317-327](#) (All Federal Awards and Grants), [7 CFR 210.21](#) (NSLP), [7 CFR 220.16](#) (SBP), [7 CFR 225.17](#) (SFSP), and [7 CFR 226.22](#) (CACFP).

The primary purpose of written procurement procedures is to ensure full and open competition, transparency, and proper documentation of all procurement activities. Written procurement procedures are required under [2 CFR 200.318\(a\)](#) for all federal award recipients, including Child Nutrition Program Sponsors. These procedures must be maintained and followed for all purchases made with the nonprofit food service account. The “Sponsor’s” procurement process must not restrict or eliminate competition. For instance, product or service descriptions should avoid unnecessary specifications that limit competitive bids. A competitive process ensures that goods, products, and services best meet your organization’s needs.

While a new procurement procedure does not need to be developed annually, it is recommended that the approved procedures be reviewed each year to ensure alignment with current regulations and policies. Always check with KSDE CNW to ensure no regulations are updated, which will require an updated plan to be completed.

Procurement activities for SBP and NSLP, as part of the School Nutrition Programs, are subject to state Procurement Reviews to ensure compliance with federal and state requirements. While this plan outlines the best practices applicable to all Child Nutrition Programs, it also provides a framework to support consistency, transparency, and accountability in all procurement-related activities.

The procurement plan must not be treated as a static document. It is an active management tool to ensure compliant purchasing practices and must be updated as needed when procurement policies, regulations, or organizational practices change.

SECTION 2: Procurement Roles and Responsibilities

The **Procurement Contact** is responsible for overseeing all procurement activities to ensure compliance with federal regulations. This includes:

- Evaluating procurement needs and forecasting purchase amounts to ensure the appropriate procurement method is followed.
- Verifying that no awards, sub-awards, or contracts are made with parties that are debarred, suspended, or otherwise ineligible for federal assistance programs.
- Conducting and documenting a cost or price analysis for every procurement action over the simplified acquisition threshold, including new procurements and contract modifications, as required by 2 CFR 200.324(a).
- Ensuring that all contracts contain the required provisions outlined in federal regulations.
- Determining the allowability of costs, ensuring they are:
 - Necessary and reasonable for the efficient administration of the program(s).
 - Allocable to federal awards applicable to program administration.
 - Authorized and not prohibited by federal, state, or local laws.
- Ensuring the Written Standards of Conduct are maintained and followed in all procurement activities.
- Ensuring that all individuals involved in procurement for the School Nutrition Programs, as identified in this procurement plan, complete a minimum of one hour of procurement training annually per [7 CFR 210.21\(h\)](#) and for retaining records to document compliance.
- Ensuring the Sponsor maintains an effective system of internal controls, including segregation of duties, documented approval processes, and oversight of procurement actions to prevent waste, fraud, and abuse in accordance with [2 CFR 200.303](#).

Procurement Roles and Responsibilities

Name	Title	Procurement Related Responsibilities: (prepare bids, place orders, submit bids, pay bills, etc.)
Danielle Bargman	Food Service Director	Places Orders, Submits Bids, Record Keeping, Prepare Claims
Tara Crawford	Secretary	Prepares and submits milk bids; file claims
Darren Schroeder	Superintendent	Approves bids and orders
Lindsey Clark	Treasurer	Pays bills

**Any "[Title of Person]" listed throughout this procurement plan with a role in procurement should be listed in the chart above.*

***The procurement contact should match the one listed on your program application in KN-CLAIM.*

Procurement Training: All staff listed on this procurement plan responsible for School Nutrition Program procurement responsibilities will be trained in the Federal procurement standards annually when using the nonprofit food service account in accordance with [7 CFR 210.21\(h\)](#). Procurement training may count towards the professional standards training standards at [7 CFR 210.30\(g\)](#) and [7 CFR 235.11\(h\)](#). Procurement training and resources are available on the [KSDE Training Portal](#) and the [Institute of Child Nutrition Website](#). Staff purchasing goods or services will be responsible for referencing USDA Procurement Policy memos at the [USDA FNS Documents & Resources](#) website.

The technical assistance (TA) or training provided during a procurement review may be counted toward professional standards training requirements. However, only procurement related training

available on the [KSDE Training Portal](#) or watched live via a KSDE Training Webinar qualifies toward the required one hour of annual procurement training.

SECTION 3: Procurement Planning and Forecasting

Accurate forecasting is the first step in proper procurement for Child Nutrition Programs. Forecasting ensures that purchases align with program needs, budget constraints, and federal, state, and local procurement regulations. Proper forecasting determines the total anticipated cost of a procurement need, which then identifies the correct procurement method to use. Forecasting is a required part of the procurement process. Sponsors must develop realistic estimates of procurement needs based on historical data, projected participation, and anticipated menu changes. This ensures appropriate use of procurement methods and helps avoid noncompliance due to under- or overestimating costs.

Forecasting is used to determine the aggregate dollar value of anticipated purchases by item category (e.g., milk, fresh produce, paper goods). This total projected cost determines the applicable procurement method in accordance with [2 CFR 200.318\(d\)](#) and [2 CFR 200.320](#). Sponsors must avoid artificially dividing purchases to remain under thresholds.

Forecasting for Recurring Procurement Needs: For known, recurring procurement needs—such as food, supplies, and services that are regularly purchased throughout the program year—the aggregate transaction total is based on the total forecasted amount to be spent over the entire program year. This total should include estimated meal participation, historical purchasing data, anticipated changes in menu offerings, and any external factors (e.g., supply chain disruptions and enrollment changes) that may impact purchasing volumes. Forecasted amounts must be aggregated across all Child Nutrition Programs (e.g., NSLP, SBP, CACFP, SFSP). When recurring purchases exceed procurement thresholds, simplified acquisition or formal procurement methods may be required.

Forecasting for Unforeseen or Emergency Purchases: For unplanned purchasing needs, such as a vendor shorting an order, an equipment failure requiring immediate repair, or an emergency food purchase due to an unexpected surge in participation, the aggregate transaction total is determined by the cost of that single, specific event. These purchases are often considered micro-purchases or simplified acquisitions depending on the dollar amount and should be handled in compliance with applicable procurement thresholds. When practical, multiple price comparisons should be conducted to ensure cost reasonableness, even for unforeseen procurements.

Ongoing Monitoring and Adjustments: Forecasting should be reviewed and updated periodically to reflect actual usage trends and unexpected changes in demand. Regular adjustments to procurement plans ensure compliance, prevent waste, and maintain the efficiency of Child Nutrition Program operations.

By embedding forecasting as the foundation of the procurement process, Child Nutrition Programs can optimize purchasing decisions, remain compliant with federal and state regulations, and ensure cost-effective meal service for program participants.

SECTION 4: Procurement Thresholds

The “Sponsor” may establish a simplified acquisition threshold lower than the federal or state threshold shown below. The most restrictive (lowest) threshold—federal, state, or local—must always be followed. Sponsors must document their thresholds clearly and ensure procurement staff are trained on which limits apply to food and non-food purchases.

Does “Sponsor” have a simplified acquisition threshold lower than the federal limit? (Mark the appropriate answer.)

- Yes (Fill in the chart below)
- No (Leave fill-in areas blank on the chart below)

Procurement Method	Food Items		Non-Food Items	
	Federal Threshold	“Sponsor” Threshold (Fill In)	Federal Threshold	“Sponsor” Threshold (Fill In)
Micro-Purchasing	Less than \$15,000 2 CFR 200.320(a)(1)	_____	Less than \$15,000 2 CFR 200.320(a)(1)	_____
Simplified Acquisition (formerly known as Small Purchase)	Less than \$350,000 2 CFR 200.320(a)(2)	_____	Less than \$20,000 2 CFR 200.320(a)(2)	_____
Formal (IFB/RFP) Invitation for Bid / Request for Proposal	Greater than or equal to \$350,000 or any total Food Service Management Contract 2 CFR 200.320(b)	_____	Greater than or equal to \$20,000 or any total Food Service Management Contract 2 CFR 200.320(b) & KSA 72-1151	_____

SECTION 5: Buy American (7 CFR 210.21(d) & 7 CFR 220.16(d)):

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 ([Public Law 105-336](#)) added Section 12(n) to the National School Lunch Act ([42 USC 1760\(n\)](#)), requiring school food authorities (SFAs) to purchase domestic commodities and products to the maximum extent practicable. This provision aligns with the Child Nutrition Program's mission to serve nutritious meals to children while supporting American agriculture. The Buy American requirement applies to agricultural food products served in the National School Lunch Program (NSLP) and School Breakfast Program (SBP). It does not apply to non-food items.

Limited Exceptions to the Buy American Provision

Under certain circumstances, non-domestic food purchases may be allowed. The **Food Service Director** may approve and document an exception if:

1. The product is not produced or manufactured in the U.S. in sufficient quantity or of satisfactory quality.
2. Competitive bids show that the cost of a U.S. product is significantly higher than the non-domestic product.
3. The product is listed as a [nonavailable article under FAR 25.104](#).

Compliance and Monitoring Requirements

To ensure compliance with the Buy American provision, the "Sponsor" must:

- Include the Buy American requirement in all solicitations, contracts, and procurement procedures for all agricultural products.
- Retain records documenting any exceptions to the Buy American requirement.
- Require suppliers (e.g., manufacturers or distributors) to provide certification of the domestic percentage of agricultural food components in processed products.

The **Food Service Director** is responsible for:

- Monitoring contractor compliance with the Buy American provision as required by [2 CFR 200.318\(b\)](#).
- Reviewing products, invoices, and receipts to verify that domestic food products ordered are the ones received.
- Conducting periodic on-site reviews of storage facilities, freezers, refrigerators, dry storage, and warehouses to confirm compliance.
- Maintaining documentation showing the total value of commercial food purchases and the percentage that is non-domestic, to demonstrate compliance with USDA non-domestic food purchase limits.

Non-Domestic Food Purchase Limits & Deadlines

Non-domestic food purchases must not exceed the following limits based on total annual commercial food costs per school year:

- By July 1, 2025, → 10% cap on non-domestic food purchases.
- By July 1, 2028, → 8% cap on non-domestic food purchases.
- By July 1, 2031, → 5% cap on non-domestic food purchases.

A Buy American tracking tool and other resources can be found on the [USDA Website](#).

SECTION 6: Common Procurement Methods

1. Micro-Purchase procedures ([2 CFR 200.320\(a\)\(1\)](#)):

Micro-purchases apply to the procurement of supplies or services when the total dollar amount does not exceed **\$15,000.00**. These purchases may be made without soliciting competitive quotes, provided the “Sponsor” determines the price is reasonable in accordance with [2 CFR 200.404](#). The “Sponsor” must also ensure micro-purchases are equitably distributed among qualified suppliers to the maximum extent practicable. Purchases must not be split or separated to stay under the micro-purchase threshold. The total expected cost of related purchases must be aggregated to determine the correct procurement method, as required by [2 CFR 200.324\(a\)](#).

The **Food Service Director** is responsible for:

- Verifying and documenting that the purchased product or service was received.
- Ensuring purchases are equitably distributed among qualified suppliers offering reasonable prices.
- Ensuring prices are reasonable based on purchase history or market averages.
- Signing documentation to confirm review and approval of the purchase.
- Documenting and approving all purchase card transactions under the micro-purchase procurement method.
- Documenting qualified vendors, or lack thereof, to ensure we spread the wealth to the maximum extent practicable.

2. Simplified Acquisitions Procurement procedures (formerly known as Small Purchase) ([2 CFR 200.320\(a\)\(2\)](#)):

This procurement method applies to the purchase of food items and non-food items within specific dollar limits. The simplified acquisition threshold for food items is **less than \$350,000** per 2 CFR 200.320(a)(2). However, for **non-food items** (such as supplies, equipment, or services), the Kansas State Department of Education – Child Nutrition & Wellness requires a lower threshold of **less than \$20,000**. Sponsors must follow the most restrictive threshold—federal, state, or local.

While this procurement method does not require contracts or agreements, the “Sponsor” may wish to obtain fixed-fee or cost-plus fixed-fee pricing that is honored for a designated period of time. Doing so allows for fewer price comparisons and minimizes the administrative burden of conducting price comparisons with each procurement. However, if no such pricing agreement exists, price comparisons must be performed for each procurement to ensure compliance with procurement regulations. Price or rate quotes must be obtained from at least two (2) qualified sources (with three [3] or more being best practice), and all purchases must be properly documented. Quotes may be written, verbal, or electronic, but all quotes must be documented with the date, vendor name, price, and item/service description to ensure compliance.

The **Food Service Director** is responsible for overseeing the following:

- Developing written specifications that are consistent across all vendors/contractors. The “Sponsor” may conduct market research, including online pricing, catalogs, newspapers, farmer’s markets, or grocery stores.
- Soliciting price or rate quotes from at least two (2) vendors/contractors before each purchase unless a fixed-fee or cost-plus fixed-fee pricing structure has been established.
- Ensuring confidentiality of price quotes until an award is made.

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- Ensuring all solicitations for agricultural products include Buy American provisions (required for NSLP,SBP), maintaining compliance with federal regulations that require the purchase of domestic commodities and food products to the maximum extent practicable.
- Evaluating and awarding quotes based on price, quality, service availability, and other relevant specifications, with price as the primary factor carrying the most weight in the award decision. Awards will be made to the most responsive and responsible vendor offering the lowest price.
- Maintaining documentation of:
 - Vendor/contractor selection and reasons for selection.
 - Names of all vendors/contractors contacted and their price quotes.
 - Written specifications and purchase records.
 - Verification that the food items or non-food items received match the specifications.
- Handling substitutions: If an accepted food item is unavailable, selecting an acceptable alternative, documenting the reason for the substitution, and keeping records on file.
- If no pricing agreement is in place, verifying and documenting price comparisons at the time of each purchase to demonstrate due diligence in obtaining the most competitive pricing.
- Verifying vendor eligibility in the System for Award Management (SAM) to confirm that the awarded vendor is not debarred, suspended, or otherwise ineligible for federal assistance programs (2 CFR 200.214).
- Approving and signing documentation to confirm review and authorization of purchases.
- Serving as the “Sponsor’s” authorized purchaser for all procurements under this method.

3. Formal purchase procedures: ([2 CFR 200.320\(b\)\(1\)\(2\)](#) & [KSA 72-1151](#)):

This procurement method is **required** for:

- Food items when the total cost **exceeds \$350,000**.
- Non-food items (e.g., equipment, supplies, and services) when the total cost **exceeds \$20,000**.
- All Food Service Management Company (FSMC) contracts, regardless of the dollar amount.

Formal procurement requires the use of either an **Invitation for Bid (IFB)** or a **Request for Proposal (RFP)** to ensure full and open competition.

- **IFB**—Use this method when the award will go to the lowest-priced bid that meets the product/service specifications. All items must be considered equal in quality, and you must award to the lowest price if the bid is responsive and responsible.
- **RFP**—Use this method to evaluate vendors on more than just price (e.g., service, experience, taste tests, delivery). You’ll use a scoring rubric with weighted categories. Price must count more than any other individual category, but it doesn’t have to be the majority of total points.

Contract Duration and Renewals

All formal procurement contracts, including those not involving a Food Service Management Company (FSMC), shall be awarded for a base term of one (1) year with up to four (4) optional one-year renewals. Renewal is contingent upon the availability of funds, continued satisfactory performance by the vendor, and mutual agreement of both parties. At no time shall any formal contract exceed a total term of five (5) years without undergoing a new formal procurement

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process. This practice ensures compliance with federal regulations and promotes full and open competition.

The **Food Service Director** is responsible for overseeing the following:

- Serving as the “Sponsor’s” authorized purchaser for all formal procurements.
- Publicizing an IFB or RFP by placing an announcement in a newspaper, media outlet, website, or other internet source to notify potential vendors of the “Sponsor’s” intent to purchase.
 - The public advertisement must run for at least one day, which is sufficient to notify vendors that the Sponsor is seeking sealed bids or proposals. The advertisement must state where and how vendors may access the full solicitation (IFB or RFP). While only one day of advertisement is required, the IFB must be made available to vendors for at least 30 calendar days, and the RFP must be available for at least 45 calendar days prior to the due date, per USDA. This ensures that vendors have adequate time to prepare responsive bids or proposals and promotes full and open competition.
- Providing all vendors/contractors with the same specifications to ensure a fair and competitive bidding process.
- Prohibiting anyone who helps write the product specifications or bid requirements, even if they offer input or suggestions, from submitting a bid or proposal for that item or service.

All formal procurement documents must clearly define purchase conditions and include the following:

1. General Contract Requirements

- Contract period and terms.
- Sponsor responsibility statement clarifies that the “Sponsor” is responsible for all awarded contracts.
- Bid opening details, including date, time, and location.
- Encourage competition by not placing unreasonable requirements that limit free and open competition including requiring excessive bonding or specifying a "brand name" product and not allowing "an equal."
- Notification procedures outlining how vendors/contractors will be informed of bid acceptance or rejection.
- Delivery schedule and requirements.
- Bidder qualifications, specifying the criteria vendors must meet for bid evaluation.
- Contractor non-performance provisions detailing the “Sponsor’s” rights if a contractor fails to perform.
- Inclusion of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms, ensuring affirmative steps are taken per [2 CFR 200.321](#).
- Purchase incentives, discounts, rebates, and credits requiring the return of all benefits to the non-profit Child Nutrition account under [7 CFR 210.21\(f\)](#).
- Firm fixed-price contracts issued following the formal bidding process.
- Price adjustment clause, aligned with a recognized standard or cost index ([USDA Policy Memo SP 10-2009](#)).

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2. Procurement and Award Process

- Evaluation method and type of contract to be awarded.
- Award announcement and effective date, if required by State or local regulations.
- Bid protest procedures, including contact details and deadlines for written protests.
- Access to records, granting the "Sponsor", KSDE CNW, USDA, and Comptroller General access to relevant documents ([2 CFR 200.334](#)).
- Shipping and delivery procedures upon contract award.
- Program regulations compliance, requiring adherence to 7 CFR Parts [210](#), [215](#), [220](#), [225](#), and [226](#).

3. Federal and Regulatory Compliance

- Buy American Provision (NSLP, SBP) under [7 CFR 210.21\(d\)](#) & [7 CFR 220.16\(d\)](#):
 - Vendors must prioritize domestic agricultural products (over 51% U.S.-grown).
 - Exceptions allowed only when domestic options are unavailable or impractical.
- Lobbying compliance ([Byrd Anti-Lobbying Amendment, 31 USC 1352](#)):
 - Disclosure of lobbying activities ([2 CFR 200.327](#), [2 CFR 200.450](#), [Appendix II](#)).
 - Certification of non-use of federal funds for lobbying (contracts over \$100,000).
- Independent price determination, requiring vendors to certify that pricing was determined independently, without collusion ([2 CFR 200.324\(a\)](#)).
- Civil Rights Compliance, ensuring non-discrimination in federally assisted programs.
- Equal Employment Opportunity, per Executive Orders 11246 & 11375.
- Termination clause, allowing contract termination for cause or convenience (contracts over \$10,000, [Appendix II to 2 CFR 200](#)).
- Debarment and Suspension ([2 CFR 180.220\(b\)\(1\)](#), [2 CFR 200.214](#)):
 - Contractors must certify they are not debarred or suspended from federal programs.
- Reference to Rights to Inventions Made Under a Contract or Agreement: (if applicable) ([Appendix II to 2 CFR 200](#))

4. Environmental and Labor Regulations ([Appendix II Part 200](#))

- Energy Policy & Conservation Act, ensuring energy efficiency compliance. (Applies to all relevant contracts, e.g. HVAC, electrical, installations, etc.)
- Contract Work Hours & Safety Standards Act (Applies to contracts over \$100,000)
- Clean Air & Water Acts, requiring compliance with environmental standards. (Applies to contracts over \$150,000)

5. Financial & Record-Keeping Requirements

- Record retention, requiring contractor records to be accessible for a minimum of 5 years, plus the current year ([2 CFR 200.334](#)).
- Invoicing transparency, ensuring full disclosure of rebates, discounts, and incentives received.
- Cost-reimbursable contracts, ensuring payments do not exceed actual net allowable costs ([7 CFR 210.21](#), [2 CFR 200](#)).
- Non-collusion statement, requiring vendors to certify compliance.

6. Additional Requirements for Building Projects

- Copeland "Anti-Kickback" Act, requiring compliance for contracts over \$2,000.
- Davis-Bacon Act, ensuring prevailing wage compliance for construction contracts over \$2,000 ([29 CFR Part 5](#)).

Bid Specifications, Contract Award, and Procurement Compliance

- Specifications will be prepared in accordance with [2 CFR 200.319](#) and provided to potential vendors/contractors interested in submitting an IFB or RFP.
- If a potential vendor/contractor requires clarification regarding specifications or purchase conditions, an interpretation will be provided by the **Food Service Director**.

The **Authorized Representative, the Superintendent, or the Food Service Director** is responsible for:

1. Securing all IFBs and RFPs.
2. Ensuring all procurements comply with federal, state, and “Sponsor” policies.
3. Maintaining full documentation of the procurement process for audit and review.

Criteria for Awarding Contracts

Competitive Sealed Bids (IFB) – Lowest Price from a Qualified Vendor

- IFB contracts will be awarded to the responsible bidder that submits the lowest responsive bid, provided the vendor meets all qualifications and bid specifications.
- Price is the determining factor, but only qualified vendors meeting all bid requirements will be considered.

Competitive Negotiations (RFP) – Price & Other Factors

- A weighted evaluation sheet outlining award criteria will be provided in the bid materials.
- While price remains the primary factor, other evaluation criteria will be considered.
- After evaluation and negotiations, a firm-fixed-price or cost-reimbursable contract will be awarded.

Vendors/contractors will be evaluated based on the following criteria:

1. Product specifications – Does the product meet the required standards?
2. Delivery schedule – Can the vendor meet the “Sponsor’s” needs?
3. Other factors – Additional criteria determined by the “Sponsor.”

The **Authorized Representative, the Superintendent, or the Food Service Director** is required to sign the bid tabulation sheet (for an IFB) or the evaluation score sheet (for a RFP), signifying review and approval of the selection process.

Post-Award Responsibilities

- The **Authorized Representative, the Superintendent, or the Food Service Director**] will regularly review the procurement system to ensure compliance with applicable laws.
- The **Authorized Representative, the Superintendent, or the Food Service Director** will document that the specified product is received.
- If an accepted item is unavailable, the **Authorized Representative, the Superintendent, or the Food Service Director** will:
 - Select an acceptable alternative.
 - Require the contractor to notify them in advance if a product is unavailable.
 - Approve any non-domestic agricultural product substitutions in compliance with the Buy American Provision ([7 CFR 210.21\(d\)](#), [7 CFR 220.16\(d\)](#)).
 - Maintain full documentation of unavailability and alternate selection for audit and review.

SECTION 7: Less Common Procurement Methods

While competitive procurement methods are preferred, certain situations may allow for **noncompetitive**, or **emergency procurement** as outlined in [2 CFR 200.320\(c\)](#). These methods must be used sparingly and in strict compliance with federal, state, and “Sponsor” policies.

1. Noncompetitive Procurement ([2 CFR 200.320\(c\)](#)):

Noncompetitive procurement (also known as **sole-source procurement**) may only be used if one or more of the following circumstances apply:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold.
2. The item or service is only available from a single source.
3. There is an emergency or urgent need (e.g., fire, flood, or broken equipment) and you don't have time to do a competitive bidding process.
4. After soliciting multiple vendors, competition is deemed inadequate (e.g., only received a single bid).

Documentation and Compliance Requirements

The **Food Service Director** is responsible for ensuring that all noncompetitive procurements are properly documented, including:

- Written specifications provided to the vendor/contractor ([2 CFR 200.319\(d\)](#)).
- Justification records explaining the decision to use noncompetitive procurement, maintained for audit and review.
- Verification that the product or service received matches specifications.
- Reviewing procedures to ensure compliance with all single-source or noncompetitive procurement requirements.

Use for New Food Items & Testing Samples

- Noncompetitive procurement may be used for one-time purchases of a new food item to assess the child's acceptance or for sample testing.
- A record of noncompetitive purchases must be maintained, including:
 - Item name
 - Dollar amount
 - Vendor/contractor
 - Justification for using noncompetitive procurement

2. Emergency Procurement ([2 CFR 200.320\(c\)\(3\)](#)):

In cases where an emergency procurement is necessary to continue operations, purchases may be made immediately, with appropriate documentation. All emergency procurements must be approved by the **Food Service Director** and fully documented. Documentation must include the justification for emergency status, the name of the vendor, the item or service purchased, the total cost, and the steps taken to restore normal procurement as soon as possible.

SECTION 8: Special Procurement Considerations

- 1. Record Keeping** ([2 CFR 200.334](#), [7 CFR 210.23\(c\)](#), [7 CFR 225.15\(c\)](#), [7 CFR 226.15\(e\)](#), and [7 CFR 250.54](#)): The “Sponsor” and contractor must retain all books, records, and documents related to the contract agreement for a minimum of five years, plus the current year. During this period, the “Sponsor,” its authorized agents, KSDE CNW, and/or USDA auditors shall have full access to and the right to examine these records.

The **Food Service Director** is responsible for ensuring the following records are properly maintained and available for audit and review.

At a minimum, the CNP “Sponsor” must maintain the following procurement records:

- ✓ Written rationale for the chosen procurement method.
 - ✓ Copy of the original solicitation (IFB, RFP, etc.).
 - ✓ Selection of contract type (fixed-price, cost-reimbursable, etc.).
 - ✓ Bidding and negotiation history, including working papers.
 - ✓ Basis for contractor selection (evaluation criteria and justification).
 - ✓ State agency approval for noncompetitive procurement when competition is lacking.
 - ✓ Basis for award cost or price, including price analysis documentation.
 - ✓ Final contract terms and conditions.
 - ✓ Records of contract modifications, including negotiation history.
 - ✓ Billing and payment records.
 - ✓ History of contractor claims and dispute resolutions.
 - ✓ History of any contractor breaches and corrective actions taken.
- 2. Equipment:** The “Sponsor” must follow specific federal and state requirements when purchasing equipment with Child Nutrition Program (CNP) funds. While equipment is officially defined as nonexpendable tangible property with a useful life of at least one year and an acquisition cost of \$5,000 or more, KSDE recognizes that equipment may also include any item a sponsor would list on their inventory or claim to insurance if damaged in a disaster, such as a fire. This broader understanding helps ensure proper asset tracking and accountability. Before beginning any equipment procurement, sponsors must check whether the item is included on the [KSDE CNP Pre-Approved Equipment List](#). If it is listed, the sponsor may proceed with the appropriate procurement method (micro, simplified, or formal) based on the forecasted total cost. If the item is not on the list, the sponsor must submit an [Equipment Purchase Request Form](#) and receive written approval from KSDE before proceeding. No costs are allowable until approved. If approval is non-granted, the cost of the equipment is not an allowable expense to the Food Service Fund and other non-federal funds must be used to cover the cost of the equipment purchase. During reviews, KSDE will verify that all equipment purchases were either pre-approved or followed this process and were properly procured.
 - 3. Contracting with Small, Minority, Women-Owned, Veteran-Owned, and Labor Surplus Area Businesses** ([2 CFR 200.321](#)): The “Sponsor” is required to take affirmative steps to ensure inclusion of small, minority-owned, women-owned, veteran-owned, and labor surplus area businesses whenever possible, as outlined in 2 CFR 200.321.

Affirmative Steps for Inclusion

The **Food Service Director** is responsible for ensuring the following steps are taken:

- Include these businesses on solicitation lists.
- Solicit bids and proposals from these businesses whenever they are deemed eligible sources.
- Divide procurement transactions when feasible to allow for greater participation.
- Establish delivery schedules that encourage participation.
- Utilize support organizations, such as:
 - Small Business Administration (SBA)
 - Minority Business Development Agency (U.S. Department of Commerce)
- Require prime contractors to apply these affirmative steps when awarding subcontracts under a federal award.

4. Cost Reimbursable Contracts

The **Food Service Director** is responsible for ensuring that all cost-reimbursable contracts include the required provisions outlined in:

- [7 CFR 210.21\(f\)](#) (NSLP)
- [7 CFR 220.16\(e\)](#) (SBP)
- [7 CFR 215.14a\(d\)](#) (SMP)

Sponsors are prohibited from using cost-plus-a-percentage-of-cost or percentage-of-construction-cost contracts under any circumstances, in accordance with [2 CFR 200.324\(d\)](#).

5. Civil Rights Assurance Statement

The **Food Service Director** is responsible for ensuring that the full Civil Rights Assurance Statement is included in all contracts, agreements, and solicitations in accordance with [7 CFR 15.4](#).

6. Geographical Preference for Local Food Procurement

The “Sponsor” may include geographic preference in solicitations when purchasing unprocessed or minimally processed agricultural products. This option is allowed under federal regulations [7 CFR 210.21\(g\)](#) and [7 CFR 220.16\(f\)](#) and may be used to prioritize locally grown food while maintaining full and open competition.

If geographic preference is applied, it must be clearly stated in the solicitation and evaluated consistently across all vendors, in accordance with [USDA Policy Memo SP 24-2024, CACFP 10-2024, and SFSP 14-2024](#).

Definitions:

- Locally grown: **within 250 miles**
- Minimally processed: Products that have been washed, cut, packaged, chilled, or otherwise handled without altering their form or nutritional value

The use of geographic preference does not require a waiver but must be used in a way that does not unfairly limit competition.

7. Vendor Rewards, Incentives, and Credit Accruals

Any benefits, incentives, or rewards accrued as a result of procurement activities under the nonprofit food service account must be returned to the food service program. This includes, but is not limited to:

- Vendor loyalty or rebate points
- Credit card rewards (e.g., cash back, travel points)
- Store loyalty or membership points
- Manufacturer incentives or rebates
- Discounts or rewards offered through cooperative purchasing programs

These benefits must be used exclusively for the benefit of the nonprofit food service program. Allowable uses include, but are not limited to, applying points toward the purchase of food service supplies or equipment, discounted allowable travel for food service training or conferences, or direct credit to the food service account. Under no circumstances shall points, credits, or rewards be used for personal benefit or outside the scope of the food service program.

SECTION 9: FSMC's, Sponsor-to-Sponsor Agreements, Vended Meal Contracts, Purchasing Goods and Services Using Cooperative Agreements, Agents, and Third-Party Services

1. Sponsor-to-Sponsor Agreements vs. Vended Meal Contracts

In Kansas, the same standardized Vended Meal Contract (VMC) form is used for both Sponsor-to-Sponsor Agreements and traditional Vended Meal Contracts. However, they are not the same in terms of regulatory treatment, procurement requirements, or oversight responsibilities.

Sponsor-to-Sponsor Agreement

A Sponsor-to-Sponsor Agreement is used when meals are provided by an entity that is already a KSDE-approved Sponsor operating a Child Nutrition Program (CNP). Because both parties are subject to the same federal regulations and oversight:

- Procurement procedures do not apply.
- These agreements are not considered contracts with a vendor.
- KSDE recognizes that both Sponsors are already held to program requirements, including meal pattern compliance, recordkeeping, and food safety.
- No price quotes or competitive process is required.
- These agreements are still submitted via the Checklist tab in KN-CLAIM during annual program renewal for KSDE review.

Vended Meal Contract (VMC)

A Vended Meal Contract is used when meals are provided by an entity that is not a current CNP Sponsor (e.g., a food service company, private vendor, or commercial kitchen). These contracts are subject to federal procurement regulations ([2 CFR 200](#) and 7 CFR [210](#), [220](#), [225](#), and [226](#)) and must:

- Follow applicable procurement thresholds and competition requirements.
- Include all required KSDE Exhibits A–G.
- Be approved by KSDE before signing if the total value is \$350,000 or more.
- Be uploaded to the Checklist tab in KN-CLAIM for review.

Feature	Sponsor-to-Sponsor Agreement	Vended Meal Contract (VMC)
Provider type	KSDE-approved Sponsor	Commercial vendor or non-Sponsor
Procurement required	No	Yes (per 2 CFR 200)
Required documentation	KSDE VMC form	KSDE VMC form + Exhibits A–G
Pre-signature approval (≥\$350K)	No	Yes – must contact KSDE
Submission method	KN-CLAIM Checklist tab	KN-CLAIM Checklist tab
Price quotes required	No	Yes – at least 2 documented quotes
Program type	All CNP's (SBP, NSLP, SSO, SFSP, CACFP)	All CNP's (SBP, NSLP, SSO, SFSP, CACFP)

*Sponsors may not claim reimbursement of meals until KSDE has approved the agreement/contract.

2. Purchasing Goods and Services Using Cooperative Agreements, Agents, and Third-Party Services

The **Food Service Director** is responsible for ensuring that all procurement activities conducted through cooperative agreements, agents, or third-party services comply with federal procurement regulations, including [2 CFR 200.318 – 200.327](#), [7 CFR 210.21](#), and [USDA Policy Memo SP-05-2017](#).

Regardless of the purchasing method used, the “Sponsor” is ultimately responsible for ensuring all procurement procedures comply with federal, state, and local requirements. Improper procurement by a cooperative, agent, or third-party service does not exempt the “Sponsor” from accountability or potential findings during an audit or review.

The **Food Service Director** is responsible for:

- Ensuring that all procurement records are maintained, including documentation of procurement history. ([2 CFR 200.318\(i\)](#))
- Verifying that adding the “Sponsor” to an existing cooperative or third-party contract does not result in a material change to the original solicitation, contract scope, or award structure. ([USDA Policy Memo SP-05-2017](#))
- Documenting that the original procurement included language allowing additional entities to join. ([USDA Policy Memo SP-05-2017](#))

I. CNP Program Operator-Only & CNP State Agency Cooperative Agreements

These agreements are formed solely between CNP Program operators or include CNP State agency cooperatives to increase purchasing power. These are not procurement methods but rather agreements to conduct competitive procurement together.

- These agreements may include a fixed fee to cover overhead or administrative costs, as specified in the agreement.
- The “Sponsor” remains responsible for ensuring that all competitive procurement methods are properly conducted.

II. Agents

An agent is a person or business authorized to act on behalf of the “Sponsor” when procuring goods or services.

- Use of an agent may be necessary if the “Sponsor” lacks the technical expertise, time, or resources to conduct a procurement properly.
- Because an agent has a fiduciary responsibility to act in the best interest of the “Sponsor,” the contract must explicitly require the agent to follow all competitive procurement regulations.
- If the cost of using an agent exceeds the micro-purchase threshold (\$15,000), the agent must be procured using the appropriate procurement method (simplified acquisition or formal procurement). ([2 CFR 200.320](#)).
- The “Sponsor” is responsible for any noncompliance resulting from an agent’s failure to follow proper procurement procedures.

III. Third-Party Entities

Third-party entities include State procurement agency agreements, inter-agency agreements, group purchasing organizations (GPOs), group buying organizations (GBOs), and third-party vendors.

Child Nutrition Programs Procurement Plan

i. State Procurement Agency Agreements

- These agreements involve state-contracted sources and may include public, private, and non-profit entities.
- These procurement services are not operated by the CNP State Agency; they are conducted for state facility needs.
- When conducting competitive procurement, the “Sponsor” may use state price lists as one source of pricing when utilizing small purchase procedures, sealed bids, or competitive proposals.
- The “Sponsor” is responsible for ensuring that purchases made through state procurement agreements meet all federal procurement requirements.

ii. Inter-Agency Agreements

- These agreements involve public, private, and non-profit entities forming partnerships to procure goods and services together (e.g., an educational hub purchasing for multiple sponsors).
- The “Sponsor” must ensure that any procurement conducted under these agreements meets federal procurement requirements before making purchases.

iii. Group Purchasing Organizations (GPOs), Buying Organizations, and Third-Party Vendors

- GPOs are membership-based purchasing groups that may include CNP and non-CNP entities (e.g., schools, hospitals, law enforcement, universities, public works, etc.).
- GPOs may be private, for-profit, or nonprofit and often charge membership fees for access to negotiated pricing.
- The use of a GPO price list does not automatically meet federal procurement requirements. If the “Sponsor” purchases from a GPO without proper competitive procurement, it may result in noncompliance.
- When using a GPO, the “Sponsor” must verify that all procurement methods comply with federal regulations ([2 CFR 200.320](#)).
- The “Sponsor” is responsible for improper procurement actions conducted by a GPO and is liable for any audit findings.

Regardless of the procurement method used, the Sponsor is responsible for **maintaining complete procurement documentation**, including quotes, evaluation materials, and records of vendor performance, even when purchases are made through an agent, cooperative, or third-party service.