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 _____ Sponsor Name _____

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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: he 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 and15b.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; (t) Contractor agrees to comply with aJI 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

_____	_____
Print Name of Board President	Print Name and Title of Authorized Representative

Signatures on Behalf of KSDE

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