



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

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Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

April 19, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve The Superintendent and Board Chair sign the Permanent Agreement Amendment with Kentucky Department of Education to operate the National School Lunch Program, School Breakfast Program, Summer Food Service Program; Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

During a recent Management Evaluation by the United States Department of Agriculture (USDA), the Division of School and Community Nutrition (SCN) was required to update the Assurance of Civil Rights Compliance with the Permanent Agreement.

FISCAL/BUDGETARY IMPACT:

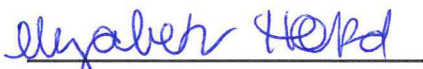
Not applicable

RECOMMENDATION:

Recommended that the board approve and sign the Assurance of Civil Rights Compliance.

CONTACT PERSON:

Elizabeth Hord, Director of Student Nutrition


Principal


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

JD 4-30-18

EXHIBIT A
ASSURANCE OF CIVIL RIGHTS
COMPLIANCE (FNS-74, D)

D. Assurance of Civil Rights Compliance

The State agency hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the State agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance

SIGNATURES

This Agreement establishes or continues the rights and responsibilities of KDE and Participant pursuant to Participant's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Participant certifies that all information submitted pursuant to this agreement is true and correct. Participant understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

Agreement can be signed in parts.

PARTICIPANT

Signature of Official authorized to
sign contracts on behalf of the
Participant

Date: _____

Dr. Henry Webb	Superintendent
_____ Name of Official (Please print or type)	_____ Title of Official (Please print or type)

BOARD GOVERNING PARTICIPANT (If applicable)

Signature of Board Chair authorized to
sign contracts on behalf of the full Board

Date: _____

**KENTUCKY DEPARTMENT OF EDUCATION
SCHOOL AND COMMUNITY NUTRITION
PERMANENT AGREEMENT AMENDMENT**

Kenton County Schools

Sponsor Name

10193

CNIPS Number

Reason for amendment (check all that apply and return the applicable pages listed):

 Change in Program Designation

Page 2 – PROGRAM DESIGNATION

- Please check all of the Child Nutrition Programs your sponsoring organization participates with SCN
- Please note, sponsors are only required to submit one (1) originally signed Permanent Agreement with all programs the sponsor is participating checked. *Of the options listed (NSLP, SBP, CACFP, SFSP and Special Milk Program) please check each of these options your organization is participating in.*

 Change in Authorized Official

 Participant

Please Note Change _____

 Board Governing Participant

Please Note Change _____

Pages 16 and 17 – SIGNATURES

PARTICIPANT or BOARD GOVERNING PARTICIPANT – Unless the name listed on the Sponsor Application or Management Plan is the authorized official, the Permanent Agreement cannot be signed by a Food Service Director, Manager or Child Care Director. To find the name of the designated official, please refer to name listed in CNIPS for the programs listed below:

- **School sponsors** – Please refer to the name listed as the Superintendent/Sponsoring Official (item #3) in the SNP Sponsor Application
- **CACFP sponsors** – Please refer to the name listed as the Executive Director/Owner (item #16) in the CACFP Sponsor Application
- **SFSP sponsors** – Please refer to the name listed as the Board Chair/Superintendent in the SFSP Management Plan

 X **Other Change(s) – (noted below)**

Distribution of Exhibit A – Assurance of Civil Rights Compliance (FNS-74, D) Monday, April 16, 2018