



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

# Issue Paper

**DATE:**

November 23, 2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Agreement with United Methodist Church (UMC) Food Ministry to furnish snacks to preschool students during the instructional day.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

UMC Food Ministry currently serves afterschool snacks to schools with an Alphabest after school program. The agreement is to extend service to provide snacks during the instructional day to preschool students at no charge. Kenton County Student Nutrition is currently operating under Seamless Summer Option (SSO) and is limited to serving breakfast and lunch only during the instructional day.

**FISCAL/BUDGETARY IMPACT:**

None.

**RECOMMENDATION:**


Approval to enter into the agreement with UMC Food Ministry to provide snacks to preschool students during the instructional day.

**CONTACT PERSON:**

Elizabeth Hord, Ellen Zimmer

  
Principal/Administrator

  
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.

**AGREEMENT BETWEEN SPONSORING ORGANIZATION  
AND CHILD AND ADULT CARE CENTER  
FOR THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)**

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**INSTRUCTIONS:** Complete this form for each center in which the Sponsoring Organization administers the CACFP. (One copy of this agreement should be maintained on file by the Sponsoring Organization and one copy of this form should be given to the center.)

This Agreement is entered into this 27th \_\_\_\_ day of **October** \_\_, by and between

UMCFOOD (IRN 12149); 101 E Southern Ave., Latonia, KY 41015

(Name of Sponsoring Organization, CNIPS #)

(Address)

And KENTON COUNTY SCHOOLS, for the following sites:

Site Name	Site Address	Employee Contact
Beechgrove Elementary	1029 Bristow Road Independence, KY 41051	Sherry Winters sherry.winters@kenton.kyschools.us 859-371-1636 ext 61208
Caywood Elementary	3300 Turkeyfoot Road Edgewood, KY 41017	Karen Fry karen.fry@kenton.kyschools.us 859-341-7062 ext 6837
Fort Wright Elementary	501 Farrell Drive Ft. Wright, KY 41011	Sarah Epure Sarah.epure@kenton.kyschools.us 859-331-7742 ext 21620
RC HINSDALE Elementary	440 Dudley Road Edgewood, KY 41017	Karen Woods karen.woods@kenton.kyschools.us 859-363-4004
Kenton Elementary	11246 Madison Pike Independence, KY 41051	Amy Desander amy.desander@kenton.kyschools.us 859-960-0008 ext 5320
Piner Elementary	2845 Piner Ridge Rd Morningview, KY 41063	Tracy Collins tracey.collins@kenton.kyschools.us 859-356-0583 ext 5014
River Ridge Elementary	2772 Amsterdam Road Villa Hills, KY 41017	Lynita Bachman lynita.bachman@kenton.kyschools.us 859-957-0538
Ryland Elementary	3845 Stewart Road Ryland Heights, KY 41015	Gina Holtkamp gina.holtkamp@kenton.kyschools.us 859-356-9270 ext 5112
Summit View Academy	5006 Madison Pike Independence, KY 41051	Nana Rogers nana.rogers@kenton.kyschools.us 859-363-8914

Taylor Mill Elementary      59007 Taylor Mill Road  
Covington, KY 41015

Ronda Gunn  
ronda.gunn@kenton.kyschools.us  
859-356-2566

White's Tower Elementary      2977 Harris Pike  
Independence, KY 41051

Michelle Beetem  
michelle.beetem@kenton.kyschools.us  
859-356-0471 ext 6714

This Agreement specifies the rights and responsibilities of the Sponsor and the Center as participants in the U.S. Department of Agriculture's Child and Adult Care Food Program as administered by the Kentucky Department of Education.

### **RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION**

In accordance with CACFP regulations, the Sponsoring Organization agrees to:

1. Maintain documentation that the Center is eligible to participate in the CACFP under one of the following conditions:
  - The Center is recognized in writing by the Internal Revenue Service as being exempt from the payment of federal income tax-501(c)(3)
  - The Center is a for-profit center, 25% of the Center's enrollment or license capacity, whichever is less, is comprised of low-income beneficiaries for each month in which meals are to be claimed for CACFP reimbursement.
2. All centers that receive meals instead of reimbursement from the Child and Adult Care Food Program (CACFP) must have a current license/approval issued by the Kentucky Cabinet for Health and Family Services. All other site types are not required to be licensed but are required to have the following items (except school districts).
  - a food safety permit (as per local health department requirements);
  - a fire marshal inspection (as per local requirements); and
  - certificate of occupancy.Please be prepared to provide these documents to reviewers upon request.
3. If required, the sponsor, its employees, and all centers under its sponsorship shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules and regulations. Proof of all licenses shall be provided to the Sponsoring Organization upon request.
4. Train the appropriate Center staff in program requirements and civil rights compliance before participation in the CACFP begins.
5. Offer at least one training session on the Child and Adult Care Food Program (CACFP) regulations per year. This training shall be conducted after the Sponsoring Organization's attendance at State Agency training.
6. Respond to the Center's request(s) for technical assistance or to correct program deficiencies identified during monitor review(s).
7. The Sponsoring Organization shall maintain and verify family size and income eligibility applications on the Center's participants who are enrolled for care.
8. Monitor Center operations to assess compliance with the meal pattern, record keeping and other program requirements. Monitor reviews will be conducted at least three (3) times within a twelve (12) month period. The monitoring schedule prepared by the Sponsoring Organization shall be varied and unpredictable. At least two of the three monitor reviews shall be unannounced, with not more than six months between reviews. At least one unannounced review must include observation of a meal service. At least one review must be made during each new Center's first four (4) weeks of Program operations. Should deficiency(ies) be identified during a monitor review, the follow-up review must be unannounced.
9. Maintain monitoring records concerning the location and dates of all compliance reviews conducted and scheduled, problems noted, and corrective action taken.

10. The Sponsoring Organization has the right and responsibility to visit the Center to review the meal service and any required records during the Center's hours of child care operations.
11. Notify KDE and the Cabinet for Health and Family Services of licensing violations observed.
12. Provide meals to the center in accordance with USDA guidelines.
13. Submit initial monthly Claims for Reimbursement to the Kentucky Department of Education within 15 days of the close of each reporting month.
14. Notify the Center with a written explanation when meals are canceled or delayed.
15. Assure that each private for-profit Center that participates under its sponsorship meets the 25% low-income eligibility each month. The Sponsoring Organization shall not claim reimbursement for the Center in any month in which the Center cannot document the 25% low income eligibility.
16. Not withhold reimbursement for administrative costs in excess of actual incurred administrative expenses or 15% of the total monthly reimbursement earned by the Sponsor.
17. Ensure that Sponsor use all of the income solely for the operation or improvement of the Program and only for those administrative-related expenses permitted by the state and federal rules and regulations.
18. Maintain full and accurate administrative records at the Sponsoring Organizations main office, as indicated on the Sponsoring Organization's application. Upon request, fully cooperate to make all records pertaining to the Program available to State Agency, FNS, and the General Accounting Office for review and/or audit purposes. In addition to the current fiscal year, records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period for as long as required for the resolution of the issues raised by the review and/or audit.
19. Provide CACFP record keeping forms to the Center and offer technical assistance in maintenance of these records.
20. Review all supporting documentation provided by the Sponsor and ensure that all meals meet meal pattern requirements before the claim is submitted.
21. Ensure that the Center is in compliance with civil rights requirements.
22. The Sponsoring Organization has the right to terminate this Agreement for cause if the Center has failed, in a timely manner, to correct deficiency(ies) in its operation of the CACFP after the deficiency(ies) are identified in writing by the Sponsoring Organization. If a termination action is warranted, the Sponsoring Organization shall issue an Intent to Terminate Letter to the Center and to the State Agency at least thirty (30) days prior to the effective date of the termination. The grounds for Termination of the Center for cause include, but are not limited to, any of the following:
  - a. Noncompliance with Federal and/or State regulations established for the program;
  - b. The submission of false information to the Sponsoring Organization;
  - c. Failure to maintain adequate records including, but not limited to;
    - i. Daily attendance records;
    - ii. Daily dated menus;
    - iii. Daily dated meal counts
  - d. The claiming of meals not served to eligible participants;
  - e. The claiming of meals not served to participants;
  - f. Service of a significant number of meals which did not include required quantities of all meal components.
  - g. Failure to allow access to the Center to conduct required monitoring and/or training and technical assistance;
  - h. A history of mismanagement in the CACFP; and
  - i. Violations of any responsibilities as defined in this Agreement.
23. The Sponsoring Organization may also immediately suspend this Agreement (including Program payments) after consultation with the KDE, if the health and safety of the CACFP participants or the public are imminently threatened by the Center.
24. The Sponsoring Organization may also terminate this Agreement for convenience. A termination of the Center for convenience may occur if the Sponsoring Organization determines that it is not administratively feasible to

continue to sponsor the Center. The Sponsoring Organization must notify the Center and the State Agency in writing of such termination prior to the effective date. Notification must occur at least thirty (30) days prior to the effective date of the termination.

25. Maintain a financial management system in accordance with 7 CFR Part 226 and FNS 796-2, Rev.3.
26. Secure and submit an audit in accordance with OMB Circular A-128 (Public) of OMB A-110 (Private-nonprofit\_ which were issued pursuant to the Single Audit Act of 1984 (Public Law 98-502).
27. Ensure that the Sponsor maintains a not for profit food service operation.
28. Maintain original Center records/documentation for three years, plus the current year.
29. Comply with civil rights requirements, In accordance with Federal law and U.S. Department of Agriculture policy, the facility is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

### **RIGHTS AND RESPONSIBILITIES OF THE CENTER**

1. Submit documentation to the Sponsoring Organization that the Center is eligible to participate in the CACFP under one of the following conditions:
  - The Center is recognized in writing by the Internal Revenue Service as being exempt from the payment of federal income tax -501(c)(3)
  - The Center is a for-profit center, 25% of the Center's enrollment or license capacity, whichever is less, is comprised of low-income beneficiaries for each month in which meals are to be claimed for CACFP reimbursement.
2. Submit documentation to the Sponsoring Organization that the Center has a current license issued by the Cabinet for Health and Family Services.
3. Participate in pre-approval training of CACFP requirements conducted by the Sponsoring Organization.
4. Provide adequate staffing for efficient management of the CACFP.
5. Attend an annual training session on CACFP requirements. Owner(s) of for-profit centers and program contacts for all centers must attend annual training.
6. Provide and document training of all Center staff involved with the meal service and/or the CACFP regarding the Child and Adult Care Program (CACFP) regulations. The Center shall submit documentation of training to the Sponsoring Organization.
7. The Center must allow the authorized representative of the Sponsoring Organization, Kentucky Department of Education, FNS, and the General Accounting Office to come into the Center for the purpose of reviewing Child and Adult Care Food Program operations during normal hours of child care operation. These reviews shall be conducted with or without prior notification, and all authorized staff making such reviews must show photo identification.
8. Notify the Sponsoring Organization immediately of any changes in the Center's license or approved status, emergencies, interruptions of services, time of meal service, and personnel changes.
9. The Center is required to maintain records in accordance with USDA, the Kentucky Department of Education, and Sponsoring Organization rules and regulations. These records shall include, but not be limited to:
  - a. Enrollment documentation, including current CACFP Enrollment Forms, for each participant enrolled in the Center.
  - b. Gather income applications for Free and Reduced Price Meals for each participant upon enrollment and classify eligibility.
  - c. Membership Roster that includes the names of all participants enrolled in the Center, their eligibility classification (Free, Reduced, Paid), that reflects the months each participant attends the Center for care.
  - d. Monthly Attendance Records for all participants in attendance.
  - e. Dated Menu Records
  - f. Record of Meals Served (17-9) completed after each meal service.

10. The Center must certify and compile the following original documentation to the Sponsoring Organization by the \_\_\_\_\_ day of each month for the preceding month of operation. Failure to do so may result in the loss of payment for that month.
  - Any new income applications and CACFP enrollment forms;
  - A copy of the Monthly Membership Roster;
  - Attendance records;
  - Record of Meals Served (17-9);
  - If the center is approved for more than two meals and one supplement or two supplements and one meal per participant per day; a Daily Meal Count Form must be submitted. This form must meet the following criteria: 1) must include the first and last names of all children in attendance, and 2) must identify, per child, each meal eaten for each day of the month.
11. The Center must claim only those meals which meet the Child and Adult Care Food Program requirements for age of participants being served, and for which they are approved.
12. Claim only those meals that are served at locations approved by the Sponsoring Organization.
13. Claim only for those meals served to enrolled participants in membership.
14. Claim only those meals that are served to eligible participants who are present at the meal service.
15. The Center must comply with civil rights requirements.
16. The Center must serve meals at no separate charge to enrolled children.
17. The Center may not claim more than two meals and one supplement or two supplements and one meal per participant per day.
18. The Center agrees not to claim for meals served to children who are over 12 years of age, unless the participant is a migrant under the age of 15 or handicapped persons under the age of 18.
19. The Center shall maintain necessary facilities for the storage and service of food and milk and ensure that sanitation health standards are in compliance with all applicable state and local laws and rules.
20. The Center has a right to submit a written complaint to the Kentucky Department of Education, Division of School and Community Nutrition, 2 Hudson Hollow, Suite B, Frankfort, KY 40601, should the Sponsoring Organization fail to comply with the terms of this Agreement.
21. The Center has the right to immediately terminate this Agreement for cause. A termination for cause must be presented in writing to the Sponsoring Organization when the Sponsoring Organization is deficient in its operation of the CACFP. A copy of this written notification is to be provided by the Center to KDE at least thirty (30) days prior to the effective date of termination. The grounds for termination for cause are exclusively limited to the following deficiencies of the Sponsoring Organization:
  - a. Noncompliance with the requirement to disburse meal program payments to the Center within five (5) working days of receipt of payment from KDE;
  - b. Noncompliance with the requirements to submit initial monthly claims to KDE within thirty (30) days of the close of each reporting month, which results in the untimely disbursement of program payments to the Center; and
  - c. Violation of any other responsibilities as defined in this Agreement.
22. The Center may also terminate this Agreement for convenience. A termination of the Agreement for convenience may occur if the Center determines that it is not administratively feasible to continue under the sponsorship of the Sponsoring Organization. The Center must notify the Sponsoring Organization and KDE in writing of such termination prior to the effective date. Notification must occur at least thirty (30) days prior to the effective date of the termination.
23. The Center agrees not to participate in the CACFP under another Sponsoring Organization or the State Agency while this Agreement is in effect.
24. The Center agrees to operate the CACFP in compliance with all information contained on the Center's site sheet approved by the Sponsoring Organization.
25. The Center must notify the Division of School and Community Nutrition if the Sponsoring Organization requires a donation, additional fee or administrative payment for services.
26. The Agreement is subject to appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Sponsoring Organization reserves the right to terminate the Agreement upon written notice to the Center. Termination shall not be deemed a breach of contract by the Sponsoring Organization. Upon receipt, of written notice, the Center shall cease all work associated with the Agreement. Upon such termination, the Center shall have no right to recover from the Sponsoring

Organization any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

27. Strict standards of confidentiality of records shall be maintained in accordance with the law. All materials and information provided to the Center by the Sponsoring Organization or acquired by the Center on behalf of the Sponsoring Organization, whether verbal or written, shall be regarded as confidential information in accordance with the provisions of the State law and ethical standards and shall not be disclosed. All necessary steps shall be taken by the Center to safeguard the confidentiality of such material or information in conformation with State law and ethical standards.

The Agreement is not valid until approved and signed by both parties.

We certify that the Center is not participating in the CACFP under another Sponsoring Organization or the Stage Agency. We agree to comply with the right and responsibilities outlined in this Agreement, and understand that this information is being given in connection with the receipt of federal funds. We agree that KDE may, for cause, verify the information in this Agreement, and that deliberate misrepresentation of the information in this Agreement may subject us to prosecution under applicable state and criminal statutes.

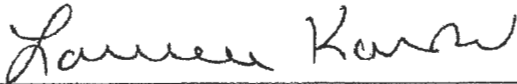
~~NON PROFIT CENTER~~ KY Subdivision Govern - Public School

~~Pastor, Chairman of Board, President or Owner(s)~~

Date of Birth

Date

**SPONSORING ORGANIZATION:**



Sponsor Representative Signature

06/09/1963  
Date of Birth

10/27/2021  
Date