

Finance Committee Meeting

Monday, June 16, 2025 7:30 AM

Faribault Public Schools District Office, 710 17th Street SW, Faribault, MN 55021

I. Business Items

I.A. Approval of the Finance Committee Minutes from the 5/12/2025 meeting

II. Contracts, Agreements, Bids and Grants for Review

II.A. Approval of the FY 25-26 School Year P & C Insurance Renewal

II.B. Approval of the Food Service Management Agreement for the FY 25-26 School Year

II.C. Approval of the School Nutrition Program Joint Agreement Contract for the FY 25-26 School Year - Cannon Valley Special Education Cooperative

II.D. Approval of the Vended Meals Agreements for the FY 25-26 School Year

- Discovery School
- Head Start
- Little Scholars
- Surad Academy

II.E. Approval of the MN State Academies and FPS Tuition Agreement for the FY 25-26 School Year

II.F. Approval of a new Grant Manager Position

II.G. Approval of the Nerstrand Lease for FY 25-26.

III. Financial Performance

III.A. May 2025 Monthly Student Counts

III.B. May 2025 Comparative Financial Report

III.C. May 2025 Investments Report

III.D. May 2025 Analytical Report

IV. Financial Strategies

IV.A. Approval of the FY 25-26 School Year Adopted Budget

V. Next Meeting

VI. Adjourn - ACTION

FINANCE COMMITTEE MINUTES

This meeting was held remotely via Google Meet
May 12, 2025 at 7:30 a.m.

Members in Attendance: John Bellingham, Jamie Bente, Lynda Boudreau, Rob Dehnert, Stacy Fox, Meghan Knutson, Brett Martindale, Joel Olson, Barbie Roessler, and Chad Wolff

Others in Attendance:

Members Absent: Dave Campbell and Jason Engbrecht

This meeting was called to order at 7:30 a.m.

I. Business Items

- a. Approval of the previous meeting minutes: Minutes from April's meeting were amended. A new document was uploaded to BoardBook with an amendment to strike through incorrect information. New information was then added in red. Motion to approve by Ms Boudreau and seconded by Mr Bente. Motion carried.

II. Contracts, Agreements, Bids and Grants for Review

- a. Approval of the FY26 Ice Arena Contract: This is the same contract as was presented for FY25. The rates remain the same. Motion to approve by Mr Olson and seconded by Mr Bellingham. Motion carried.
- b. Approval of the Revised FY25 Budget: This is a revision of the adopted budget that was originally approved back in June of 2024 for FY25. The revision is necessary to ensure that our budget correctly aligns with what our actual expenses are predicted to be. The general fund's adopted budget showed \$273k in expense over revenue compared to the revised showing \$664k expense over revenue. In the adopted budget, benefits were under budgeted by \$1.16 million. Title, Capital (Equipment and LTFM), and other expenditure budgets were increased by \$375k, 302k, and 70k respectively. Total expenditure budgets in the General Fund increased by \$1.9 million while revenue budgets were increased by 1.5 million, a difference of \$391k, expense over revenue, as compared to the adopted budget. Mr Wolff posed two questions; How was \$1.1 million in benefits missed and how was \$702k in special ed revenue missed. As to benefits, this was an oversight as to the increased cost of health insurance. As for special ed revenue, Mr Dehnert stated that just as of last year in FY24, federal funding was used for tuition billing and while the expense line was added in FY25 to the budget to account for this, the revenue budget line was not updated. The Food Service fund showed \$38k in revenue over expenses but our fund balance is too high and must be spent down. Ms Roessler stated that new equipment has been purchased for almost all kitchens, including a remodel of McKinley in order to house ALC students beginning in FY27. The revised food service budget for

FY25 now shows \$145k expense over revenue. Community Education didn't change too much with an overall increase of \$44k, expense over revenue compared to the adopted budget. In construction, projects are being completed sooner than predicted so we've had more expense being shown in FY25 than was originally budgeted for. We've seen more claims in our Self-Insurance fund as well so our revised budget for FY25 is now \$373k, expense over revenue, as compared to the adopted which showed revenues over expenses in the amount of \$117k. Mr Wolff asked Ms Roessler if she had any concerns over this budget revision. Ms Roessler replied that she wasn't concerned because our unassigned fund balance remains at a healthy level and there were no real issues or concerns with any of the other funds. Motion to approve the revised budget by Mr Bente and seconded by Mr Wolff. Motion carried.

III. Financial Performance

- a. April Student Counts: Mr Dehnert spoke to a new site to report students through Allina's creation of a Partial Hospitalization Program where students needing mental health treatments stay for up to 14 days. Faribault school provides a teacher to District One for 90 minutes per day in order to provide these students with education. Most of these students are already students of FPS so this is really just a shift in student counts from one site to the PHP site. However, some students in the PHP program are from other districts and we'll bill those districts for the appropriate tuition. Overall, we're down 71 students as compared to what we had budgeted for or roughly \$710k.
- b. April Comparative Financial Report: We see a clear difference in HVAC as April of 2024 shows no expense and April of 25 shows \$70k. This is due to a timing issue of when we received the bill. Ms Roessler stated that in one instance, we received the bill early and in another we received it late. As we are entering and paying these utility bills, they might not necessarily correlate with the month they are for. Water is on par with last year. We continue to see rebates in electricity and showed a negative expense for April of 2025. We saw some snow in March and so we did have expenses in April but overall, we're well under budget for snow removal. Our self-funded insurance showed revenue over expenses for the month of April and year to date, we're moving in the right direction. We're showing \$37k expenses over revenue compared to over \$100k last month.
- c. April Investment Report: We're continuing to leave a small balance at CCF bank because we still have some outstanding checks and to cover any unforeseen ACH withdrawals or deposits but most of these should have been switched over to Reliance at this point. Our main checking account at Reliance has an automated sweep of any dollar amount over \$750k into our savings account. Also, once our CD with Reliance matures, we'll move that into savings as well and no longer renew that particular CD.
- d. April Analytics: We updated the yearly analytical report to show the revised budget that was approved earlier in this meeting. This report now has us more aligned with where we are sitting as compared to years past. This also shows us deficit spending 5.3 million in FY25. \$4.3 million of that however comes from our

construction fund. Revenue from the sale of bonds for the construction project was already recorded in FY24 and is now sitting in the 06 fund balances.

IV. Financial Strategies

V. Next Meeting: June 16, 2025 at 7:30 am.

VI. Adjournment at 8:28 am: Motion to adjourn by Mr Bente and seconded by Ms Boudreau.

Respectfully submitted by Brett Martindale

2025 ISD 656 Insurance program YOY comparison

Line	2024 Premium	2025 Premium
Abuse & Molestation	\$22,772	\$21,714
Auto	\$4,520	\$4,808
COP	\$211,533	\$256,230
GL	\$8,465	\$8,459
Inland Marine	\$8,838	\$12,187
School BD Legal	\$12,389	\$11,894
Umbrella	\$17,170	\$17,678
Total	\$285,687	\$333,120
Work Comp	\$230,902	\$228,743



MEMORANDUM

Date: June 16, 2025

To: Finance Committee
Jamie Bente, Superintendent of Schools

From: Barbie Roessler, Director of Finance and Operations

RE: P & C Insurance Renewal FY2025-2026

The property insurance industry has faced significant financial pressure due to an increase in severe weather events, rising inflation, and the escalating costs of construction materials. As a result, many insurance carriers throughout Minnesota are issuing renewals with significant increases.

In FY2025, we worked with our insurance broker, Heartman Insurance, to lessen the increase we would have faced due to property value increases as well as other factors affecting the market. Our overall increase last year was \$63,825.

The total premium for FY2026 renewed policy is \$333,120, representing an overall increase of \$47,433. And, our Workers' Compensation shows a *decrease* of \$2,159 with a premium of \$228,743.

My recommendation is an approval of the FY 2025–2026 property insurance policy with Selective Insurance.

School Nutrition Programs Renewal of Food Service Management Contract School Year 2025–26

Food service management contracts that started in 2021–2022 or later may be renewed for the 2025–26 contract year if both parties have mutually agreed to renew.

Federal regulations for the National School Lunch Program (NSLP), at 7 Code of Federal Regulations section 210.16 and Minnesota Statutes 2023, section 123B.52, allow a food service management contract to be renewed for a term not to exceed one year for up to four renewals (a total of five years including the original contract).

This renewal document must be used to meet NSLP requirements and for contract payments to be allowable costs to the nonprofit school food service. No changes may be made to this renewal document without preapproval by the Minnesota Department of Education (MDE), except for the information required to be inserted by the school food authority.

1. Definitions

“SFA” is the school food authority (school district, nonpublic school or residential childcare organization) contracting for food service management.

SFA: _____

Cyber-Linked Interactive Child Nutrition Systems (CLiCS) Identification Number: _____

“Vendor” is the Vendor providing food service management to School.

Vendor: _____

“Original contract” is the first year of the food service management contract, which was competitively procured and specified the terms for contract renewals.

The original contract was for school year _____.

2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year. **(Use 2, 3, 4, or 5 to specify year of contract).**

This is the _____ year of the contract, counting the original year of the contract and renewals.

Start Date for Renewed Contract: _____ End Date for Renewed Contract: _____

3. Adjusted Meal Prices

SFA and Vendor have mutually agreed to 2025–26 prices or fees as shown below. The maximum amount 2025–26 prices or fees may be increased is **3.1** percent (Consumer Price Index (CPI-U), Food Away from Home, Midwest Region, for the twelve months ending December 2024).

Check one:

Fixed Meal Price Contract – Prices are adjusted as shown below.

Cost-Reimbursable Contract – Fees are adjusted as shown below.

The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., price of milk *must* be included in total fixed meal price). The fixed price(s), or fixed administrative fee(s), and the calculation of the revised price(s) or fee(s) are shown below:

Meal Service	2024–25 Price or Fee	Percent Increase (Maximum 3.1%)	2025–26 Price or Fee
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$

Charges outside the scope of this contract must be procured and invoiced separately.

4. Chargeback

SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, SFA may deny the charge. SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor’s account. SFA will notify Vendor of the short payment to the invoice with unallowable charges or obligation to pay which Vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive SFA’s chargeback rights.

5. Meal Equivalency Factor

The meal equivalency factor for school year 2025–2026, used to determine the number of lunches that the a la carte food service revenue is equivalent to for billing purposes, is \$5.00.

6. Value of U.S. Department of Agriculture (USDA) Foods

Contract prices do not consider the value of USDA Foods that Vendor will receive during the contract year. The Vendor will continue to credit SFA for USDA Foods received for the renewed contract year.

At the time that this contract renewal is sent to MDE, the SFA must include a completed Reconciliation of Credits for USDA Foods form to show the USDA Foods have been fully credited during the 2023–24 contract year. Contract may not be approved without evidence of proper crediting.

7. Non-Financial Adjustments

No material changes have been made since the original contract.

Minor non-financial adjustments for renewal, if any, are described here:

8. Revised Program Requirements

Vendor agrees to meet all SNP requirements including requirements that become effective during the renewed contract year.

9. Termination

Either party may terminate the contract for cause as allowed in the original contract. The contract may be terminated for (no cause) if the partners mutually agree to terminate for convenience.

Signatures

School Food Authority: _____

Address: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

School Food Authority Contact: _____

Title: _____

Phone: _____

Email: _____

Vendor:

Address: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Vendor Contact:

Title: _____

Phone: _____

Email: _____

Independent Price Determination Certificate

Both the SFA and the Food Service Management Company (FSMC) shall execute this Independent Price Determination Certificate.

Name of FSMC

Name of SFA

By submission of this offer, the FSMC certifies, and—in the case of a joint offer—each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the FSMC and will not knowingly be disclosed by the FSMC prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by the FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the FSMC certifies that:

1. He or she is the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to one through three above; or
2. He or she is not the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to one through three above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to one through three above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of FSMC's Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the school food authority has taken any action that may have jeopardized the independence of the offer referred above.

Signature of SFA Authorized Representative

Title

Date

Instructions for Debarment Certification Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the records on the System for Award Management (SAM). [View the SAM website.](#)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction—in addition to other remedies available to the federal government—the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on next page before completing Certification).

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: _____

Project Name: National School Lunch Program

Name/Title of Authorized Representative: _____

Signature: _____

Date: _____

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: _____

Project Name: National School Lunch Program

Name/Title of Authorized Representative: _____

Signature: _____

Date: _____

Assurance of Civil Rights Compliance Certification

The vendor 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);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- 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);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), 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.
- 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 vendor 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 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 vendor, 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 behalf of the vendor.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and teletypewriter (TTY)) or contact USDA through the Federal Relay Service at (800) 877-8339.

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: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number 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. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

Vendor Name: _____

Award Number or Project Name: School Nutrition Program (NSLP, SBP)

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

School Nutrition Programs

Renewal of Food Service Management Contract

School Year 2025–26

Food service management contracts that started in 2021–2022 or later may be renewed for the 2025–26 contract year if both parties have mutually agreed to renew.

Federal regulations for the National School Lunch Program (NSLP), at 7 Code of Federal Regulations section 210.16 and Minnesota Statutes 2023, section 123B.52, allow a food service management contract to be renewed for a term not to exceed one year for up to four renewals (a total of five years including the original contract).

This renewal document must be used to meet NSLP requirements and for contract payments to be allowable costs to the nonprofit school food service. No changes may be made to this renewal document without preapproval by the Minnesota Department of Education (MDE), except for the information required to be inserted by the school food authority.

1. Definitions

“SFA” is the school food authority (school district, nonpublic school or residential childcare organization) contracting for food service management.

SFA: Independent School District #0656

Cyber-Linked Interactive Child Nutrition Systems (CLiCS) Identification Number: 10000003993

“Vendor” is the Vendor providing food service management to School.

Vendor: Sodexo America, LLC

“Original contract” is the first year of the food service management contract, which was competitively procured and specified the terms for contract renewals.

The original contract was for school year 2022-2023.

2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year. **(Use 2, 3, 4, or 5 to specify year of contract).**

This is the 4 year of the contract, counting the original year of the contract and renewals.

Start Date for Renewed Contract: 7/1/25 End Date for Renewed Contract: 6/30/26

3. Adjusted Meal Prices

SFA and Vendor have mutually agreed to 2025–26 prices or fees as shown below. The maximum amount 2025–26 prices or fees may be increased is **3.1** percent (Consumer Price Index (CPI-U), Food Away from Home, Midwest Region, for the twelve months ending December 2024).

Check one:

- Fixed Meal Price Contract – Prices are adjusted as shown below.
- Cost-Reimbursable Contract – Fees are adjusted as shown below.

The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., price of milk *must* be included in total fixed meal price). The fixed price(s), or fixed administrative fee(s), and the calculation of the revised price(s) or fee(s) are shown below:

Meal Service	2024–25 Price or Fee	Percent Increase (Maximum 3.1%)	2025–26 Price or Fee
Snack	\$ 1.107	3.1 %	\$ 1.1413
CACFP	\$ 3.90	3.1 %	\$ 4.0209
SFSP/SSO	\$ 3.90	3.1 %	\$ 4.0209
SFSP Breakfast	\$ 2.918	3.1 %	\$ 3.0085
NSLP	\$ 3.516	3.1 %	\$ 3.625
	\$	%	\$
	\$	%	\$
	\$	%	\$

Charges outside the scope of this contract must be procured and invoiced separately.

4. Chargeback

SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, SFA may deny the charge. SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor’s account. SFA will notify Vendor of the short payment to the invoice with unallowable charges or obligation to pay which Vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive SFA’s chargeback rights.

5. Meal Equivalency Factor

The meal equivalency factor for school year 2025–2026, used to determine the number of lunches that the a la carte food service revenue is equivalent to for billing purposes, is \$5.00.

6. Value of U.S. Department of Agriculture (USDA) Foods

Contract prices do not consider the value of USDA Foods that Vendor will receive during the contract year. The Vendor will continue to credit SFA for USDA Foods received for the renewed contract year.

At the time that this contract renewal is sent to MDE, the SFA must include a completed Reconciliation of Credits for USDA Foods form to show the USDA Foods have been fully credited during the 2023–24 contract year. Contract may not be approved without evidence of proper crediting.

7. Non-Financial Adjustments

No material changes have been made since the original contract.

Minor non-financial adjustments for renewal, if any, are described here:

8. Revised Program Requirements

Vendor agrees to meet all SNP requirements including requirements that become effective during the renewed contract year.

9. Termination

Either party may terminate the contract for cause as allowed in the original contract. The contract may be terminated for (no cause) if the partners mutually agree to terminate for convenience.

Signatures

School Food Authority: Independent School District #0656 - Faribault

Address: 710 17th Street SW, PO Box 618, Faribault, MN 55021

Authorized Representative: Barbie Roessler

Title: Director of Finance and Operations

Signature: _____

Date: 6/13/05

School Food Authority Contact: _____

Title: _____

Phone: _____

Email: _____

Vendor: Sodexo America, LLC

Address: 98001 Washtonian Blvd, Gaithersburg, MD 20878

Authorized Representative: Deborah Whitmire

Title: Senior Vice President

Signature: _____

Date: 6/13/25

Vendor Contact: Deborah Whitmire

Title: Senior Vice President

Phone: (803) 319-9604

Email: deborah.whitmire@sodexo.com

Independent Price Determination Certificate

Both the SFA and the Food Service Management Company (FSMC) shall execute this Independent Price Determination Certificate.

Sodexo America LLC

Independent School District #0656 - Faribault

Name of FSMC

Name of SFA

By submission of this offer, the FSMC certifies, and—in the case of a joint offer—each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the FSMC and will not knowingly be disclosed by the FSMC prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by the FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the FSMC certifies that:

1. He or she is the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to one through three above; or
2. He or she is not the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to one through three above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to one through three above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_____ Signature of FSMC's Authorized Representative	SVP _____ Title	6/13/25 _____ Date
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In accepting this offer, the SFA certifies that no representative of the school food authority has taken any action that may have jeopardized the independence of the offer referred above.

_____ Signature of SFA Authorized Representative	Director of Finance & Operation _____ Title	6/13/25 _____ Date
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Instructions for Debarment Certification Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the records on the System for Award Management (SAM). [View the SAM website.](#)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction—in addition to other remedies available to the federal government—the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on next page before completing Certification).

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: Sodexo America LLC

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Deborah Whitmire SVP

Signature: _____

Date: 6/13/25

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Sodexo America LLC

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Deborah Whitmire SVP

Signature: _____

Date: 6/13/25

Assurance of Civil Rights Compliance Certification

The vendor 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);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- 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);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), 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.
- 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 vendor 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 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 vendor, 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 behalf of the vendor.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and teletypewriter (TTY)) or contact USDA through the Federal Relay Service at (800) 877-8339.

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: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number 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. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

Vendor Name: Sodexo America LLC

Award Number or Project Name: School Nutrition Program (NSLP, SBP)

Name and Title of Authorized Representative: Deborah Whitmire SVP

Signature: _____

Date: 6/13/25



School Nutrition Program Joint Agreement Contract

A joint agreement is required when a School Food Authority (SFA) will administer School Nutrition Programs (SNP), and any other child nutrition programs listed on page 2 of this agreement, for another school (referred to as "Site" in the joint agreement) that is legally separate from the SFA and is eligible to participate in SNP.

- This template must be used for the joint agreement.
- Meals served at Site qualify to be claimed for program reimbursement if (1) a joint agreement is in effect and (2) Site is an approved site on the SFA's application to the Minnesota Department of Education (MDE) to participate in the applicable child nutrition program(s).
- While this joint agreement is in effect, Site may not participate in or claim reimbursements for the program(s) independently from the SFA.

The SFA is responsible under its program agreement with MDE for ensuring that program requirements are met at the Site, including accurate meal counts taken at the point of service. The SFA is responsible for fiscal and other corrective actions taken concerning program operations at the Site.

Instructions for completing Section I: Information in Section I must be complete in order to meet program requirements. Section I provisions may not be changed except for information required to be inserted.

Instructions for completing Section II: Information in Section II may be provided as needed to specify operational requirements. The SFA and Site may change, add to, or delete Section II provisions as long as Section II does not conflict with Section I.

Section I

The SFA and Site must provide all requested information in Section I.

Identification of Parties, Term and Renewals, Cancellation

A. _____ Cyber-Linked Interactive Child Nutrition System (CLiCS) ID _____ agrees to provide food service meeting SNP requirements, and meeting the requirements for any other child nutrition programs indicated on page 2 of this agreement to _____

CLiCS Site ID Number _____ for the period of _____ through _____ in accordance with this agreement and regulations for the applicable program(s). Site agrees to meet program requirements that are applicable to site operations so that SFA can meet the costs of providing meals by claiming SNP meal reimbursements.

- B. The contract may be renewable for additional one-year periods, if mutually agreed to by SFA and Site, for up to four one-year contracts after the original contract. Annually the SFA must provide and upload a copy of the renewal document through CLiCS to confirm the Site continues to be eligible as a site on SFA's program application.
- C. Either party may cancel this agreement by notifying the other party with:
 - Sixty (60) days' written notice
 - Other – specify: _____

Meal Requirements

- D. SFA will provide the following types of SNP meals, including milk, that conforms to the meal pattern and/or milk requirements for the following U.S. Department of Agriculture (USDA) programs:
 - School Breakfast (7 CFR 220)
 - School Lunch (7 CFR 210)
 - Afterschool Care Snack (7 CFR 210)
 - Milk Programs (Special Milk Program* and/or Minnesota Kindergarten Milk Program)

* Special Milk Program (SMP) reimbursement may be claimed only for milk served to groups of children who do not have access to program meals.

- E. Meals will be provided:
 - As unitized (individual) meals
 - In bulk quantities, accompanied by written instructions provided by SFA listing the planned portion size to be served of each food component needed to meet meal pattern requirements.

Describe any additional requirements for meals/milk:

- F. If applicable, indicate additional USDA child nutrition programs for which meals will be provided and specify which meal/snack services will be provided for each program:
 - Child and Adult Care Food Program (7 CFR 226)
 - Summer Food Service Program (7 CFR 225)
- G. SFA will be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of delivery.

Substitutions and Modifications for Medical or Special Dietary Needs

- H. Site will notify SFA substitute food or beverage items or modified food items for qualifying students as required by federal and state law and SFA policies. Neither SFA nor Site may charge any additional amounts to students for substitutions or modifications.
1. Substitutions or Modifications for Students with a Disability – Federal Requirement
 2. Site will notify SFA of substitutions to, or modifications of, meals as required by federal law for students with a disability, including the food or foods to be omitted from the student’s diet, and the food or choice of foods that must be substituted.
 3. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement
 4. SFA will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 upon notice by Site: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container.
 5. Meal Substitutions for Students without Disability (Optional)

 If this box is checked, Site has established a policy as allowed by SNP regulations to offer meal substitutions for students who do not have a disability but are unable to eat the regular meals due to medical or special dietary needs. Site will notify SFA of the food or foods to be omitted from the student’s diet and the food or choice of foods that must be substituted.
 6. Non-Dairy Fluid Milk Substitutes (Optional)

 If this box is checked, Site has established a policy as allowed by SNP regulations to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow’s milk to students with a medical or other special dietary need. Site will notify SFA of the substitution requirements.

Meal Counts

- I. SFA / Site will take daily counts at the point of service of the number of reimbursable meals served by category (free, reduced-price and paid) to eligible children, and the number of meals served to adults. If Site takes meal counts, Site will accurately report meal counts to SFA. SFA is responsible for submitting claims for reimbursement to MDE and maintaining documentation to support the claim.

Describe any additional requirements for meal counts:

Collection of Meal Payments

- J. SFA / Site is responsible for the collection of money and/or the sale of meal pre-payments to students and adults.

Monitoring

- P. Prior to February 1 of the school year that this agreement is in effect, SFA will perform an on-site review of the lunch counting and claiming system used by Site. If the review discloses problems with meal counting or claiming procedures, SFA will ensure that Site implements corrective action and SFA will conduct a follow-up on-site review in accordance with 7 CFR 210.8(a)(1).

Section II

Section II provisions may not conflict with Section I provisions.

Ordering and Delivery

- Q. Describe how Site will notify SFA in advance for number of meals needed (include minimum timeline for notification; whether notified by phone or other method; minimum timeline for increase or decrease to order):

- R. By _____ each day food is prepared, meals will be:

___ Delivered by SFA to Site.

___ Ready for pickup at SFA's site.

___ Other – describe: _____

Site will provide a calendar of the days that meals are required.

Describe any additional procedures for ordering and delivery:

Labor

- S. SFA or Site is responsible for providing labor, as indicated:

SFA	Site	Labor
___	___	Employee(s) for meal service—number of employees:
___	___	Additional servers if necessary to accommodate meal schedules
___	___	Cashier
___	___	Supervision
___	___	Clean-up of kitchen
___	___	Other—describe: _____

The party providing each type of labor is responsible for the expense of the labor, unless otherwise indicated.

Equipment and Supplies

T. Responsibility for equipment and supplies:

SFA	Site	Equipment and Supplies
___	___	Trays
___	___	Serving spoons and tongs
___	___	Eating utensils
___	___	Condiments
___	___	Disposable supplies
___	___	Safe transportation containers*
___	___	Equipment**

*Specify SFA and/or Site responsibilities for cleaning and transportation of containers:

**Specify SFA and/or Site additional financial responsibilities:

***Specify equipment – oven, refrigerator, cooler, serving counter, etc. – and describe responsibilities for equipment:

Student and Adult Meal Prices

U. The following meal prices will be in effect during the term of this agreement:

Meal	Students Elementary/Secondary	Adult
Breakfast	/	
Lunch	/	
Snack	/	
A la carte Milk	/	
Other (describe)	/	
Other (describe)	/	
Other (describe)	/	

Charges outside the scope of this contract must be procured and invoiced separately.

Site has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Site may deny the charge. Site may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the SFA's account. Site will notify SFA of the short payment to the invoice with unallowable charges or obligation to pay which vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Site's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

V. Additional provisions at option of SFA and Site:

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

SFA: _____

Authorized Representative

Title of Authorized Representative

Telephone: _____

Signature: _____ Date: _____

Site: _____

Authorized Representative

Title of Authorized Representative

Telephone: _____

Signature: _____ Date: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, 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) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

School Nutrition Programs

Agreement for Vended Meals Provided by a School Food Authority

School Year 2025-26

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the “Vendor.” An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

If the Vendor SFA has an existing FSMC contract, the FSMC may NOT be a party to this contract. This agreement is between the Vendor SFA and the recipient SFA only.

I. Purpose and Term

“School Food Authority” or “SFA” means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA’s agreement with the Minnesota Department of Education (MDE).

“Vendor” means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA): _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____

and Vendor: _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____
authorizes the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of _____ through _____.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS number (if known)

SFA will notify Vendor SFA with _____ days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

___ Lunches meeting National School Lunch Program requirements, 7 Code of Federal Regulations (CFR) 210.

___ Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.

___ Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.

___ Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.

___ Other (describe): _____

B. Vendor will provide meals to SFA in the following manner:

___ Unitized meals.

___ Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

___ Eating Utensils.

___ Transportation Containers.

___ Condiments.

___ Other (describe): _____

___ Paper Items.

___ Extra Milk.

III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have not been reduced to reflect the value of SFA’s USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V. **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., the price of milk *must* be included in total fixed meal price).**

Meal Type	2025–26 Price
Breakfast	\$
Lunch	\$
Snack	\$
Special Milk	\$
	\$
	\$
	\$

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Vendor SFA will bill SFA as described (include frequency of billing):

NOTE: Charges outside the scope of this contract or the MDE price proposal must be procured and invoiced separately. Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

Recipient SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Recipient SFA may deny the charge. Recipient SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor SFA’s account. Recipient SFA will notify Vendor

SFA of the short payment to the invoice with unallowable charges or obligation to pay which Vendor SFA must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Recipient SFA's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements,

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the Special Diet Statement for the student. This is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes, section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for students who do not have a disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ _____ . SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. SFA must notify MDE prior to the Spring Store opening date of any entitlement transfer on an annual basis via email at mde.fsmc@state.mn.us. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$ _____

Other frequency _____

At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring delivery receipts are changed to reflect adjusted meal orders; and ensuring adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by email, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time the meals will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference to attached information:

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.) Describe here, or reference to attached information:

D. Other:

VII. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; and 3) daily number of meals furnished, by type of meal.
- B. Vendor and SFA agree the books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except in circumstances in which audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the audit.

VII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing. The notice of termination must provide a termination date with at least 60 days' notice. The contract also may be terminated for convenience (no cause) if the parties mutually agree to the termination.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Signatures

SFA Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, 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) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

School Nutrition Programs

Agreement for Vended Meals Provided by a School Food Authority

School Year 2025-26

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the “Vendor.” An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

If the Vendor SFA has an existing FSMC contract, the FSMC may NOT be a party to this contract. This agreement is between the Vendor SFA and the recipient SFA only.

I. Purpose and Term

“School Food Authority” or “SFA” means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA’s agreement with the Minnesota Department of Education (MDE).

“Vendor” means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA): _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____

and Vendor: _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____
authorizes the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of _____ through _____.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS number (if known)

SFA will notify Vendor SFA with _____ days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

___ Lunches meeting National School Lunch Program requirements, 7 Code of Federal Regulations (CFR) 210.

___ Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.

___ Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.

___ Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.

___ Other (describe): _____

B. Vendor will provide meals to SFA in the following manner:

___ Unitized meals.

___ Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

___ Eating Utensils.

___ Transportation Containers.

___ Condiments.

___ Other (describe): _____

___ Paper Items.

___ Extra Milk.

III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have not been reduced to reflect the value of SFA’s USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V. **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., the price of milk *must* be included in total fixed meal price).**

Meal Type	2025–26 Price
Breakfast	\$
Lunch	\$
Snack	\$
Special Milk	\$
	\$
	\$
	\$

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Vendor SFA will bill SFA as described (include frequency of billing):

NOTE: Charges outside the scope of this contract or the MDE price proposal must be procured and invoiced separately. Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

Recipient SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Recipient SFA may deny the charge. Recipient SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor SFA’s account. Recipient SFA will notify Vendor

SFA of the short payment to the invoice with unallowable charges or obligation to pay which Vendor SFA must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Recipient SFA's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements,

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the Special Diet Statement for the student. This is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes, section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for students who do not have a disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ _____ . SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. SFA must notify MDE prior to the Spring Store opening date of any entitlement transfer on an annual basis via email at mde.fsmc@state.mn.us. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$ _____

Other frequency _____

At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring delivery receipts are changed to reflect adjusted meal orders; and ensuring adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by email, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time the meals will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference to attached information:

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.) Describe here, or reference to attached information:

D. Other:

VII. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; and 3) daily number of meals furnished, by type of meal.
- B. Vendor and SFA agree the books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except in circumstances in which audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the audit.

VII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing. The notice of termination must provide a termination date with at least 60 days' notice. The contract also may be terminated for convenience (no cause) if the parties mutually agree to the termination.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Signatures

SFA Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, 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) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

School Nutrition Programs

Agreement for Vended Meals Provided by a School Food Authority

School Year 2025-26

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the “Vendor.” An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

If the Vendor SFA has an existing FSMC contract, the FSMC may NOT be a party to this contract. This agreement is between the Vendor SFA and the recipient SFA only.

I. Purpose and Term

“School Food Authority” or “SFA” means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA’s agreement with the Minnesota Department of Education (MDE).

“Vendor” means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA): _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____

and Vendor: _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____
authorizes the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of _____ through _____.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS number (if known)

SFA will notify Vendor SFA with _____ days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

___ Lunches meeting National School Lunch Program requirements, 7 Code of Federal Regulations (CFR) 210.

___ Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.

___ Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.

___ Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.

___ Other (describe): _____

B. Vendor will provide meals to SFA in the following manner:

___ Unitized meals.

___ Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

___ Eating Utensils.

___ Transportation Containers.

___ Condiments.

___ Other (describe): _____

___ Paper Items.

___ Extra Milk.

III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have not been reduced to reflect the value of SFA’s USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V. **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., the price of milk *must* be included in total fixed meal price).**

Meal Type	2025–26 Price
Breakfast	\$
Lunch	\$
Snack	\$
Special Milk	\$
	\$
	\$
	\$

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Vendor SFA will bill SFA as described (include frequency of billing):

NOTE: Charges outside the scope of this contract or the MDE price proposal must be procured and invoiced separately. Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

Recipient SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Recipient SFA may deny the charge. Recipient SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor SFA’s account. Recipient SFA will notify Vendor

SFA of the short payment to the invoice with unallowable charges or obligation to pay which Vendor SFA must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Recipient SFA's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements,

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the Special Diet Statement for the student. This is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes, section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for students who do not have a disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ _____ . SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. SFA must notify MDE prior to the Spring Store opening date of any entitlement transfer on an annual basis via email at mde.fsmc@state.mn.us. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$ _____

Other frequency _____

At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring delivery receipts are changed to reflect adjusted meal orders; and ensuring adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by email, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time the meals will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference to attached information:

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.) Describe here, or reference to attached information:

D. Other:

VII. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; and 3) daily number of meals furnished, by type of meal.
- B. Vendor and SFA agree the books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except in circumstances in which audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the audit.

VII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing. The notice of termination must provide a termination date with at least 60 days' notice. The contract also may be terminated for convenience (no cause) if the parties mutually agree to the termination.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Signatures

SFA Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, 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) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

School Nutrition Programs

Agreement for Vended Meals Provided by a School Food Authority

School Year 2025-26

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the “Vendor.” An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

If the Vendor SFA has an existing FSMC contract, the FSMC may NOT be a party to this contract. This agreement is between the Vendor SFA and the recipient SFA only.

I. Purpose and Term

“School Food Authority” or “SFA” means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA’s agreement with the Minnesota Department of Education (MDE).

“Vendor” means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA): _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____

and Vendor: _____

SFA’s Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: _____
authorizes the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of _____ through _____.

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS number (if known)

SFA will notify Vendor SFA with _____ days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

___ Lunches meeting National School Lunch Program requirements, 7 Code of Federal Regulations (CFR) 210.

___ Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.

___ Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.

___ Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.

___ Other (describe): _____

B. Vendor will provide meals to SFA in the following manner:

___ Unitized meals.

___ Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

___ Eating Utensils.

___ Transportation Containers.

___ Condiments.

___ Other (describe): _____

___ Paper Items.

___ Extra Milk.

III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have not been reduced to reflect the value of SFA’s USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V. **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., the price of milk *must* be included in total fixed meal price).**

Meal Type	2025–26 Price
Breakfast	\$
Lunch	\$
Snack	\$
Special Milk	\$
	\$
	\$
	\$

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Vendor SFA will bill SFA as described (include frequency of billing):

NOTE: Charges outside the scope of this contract or the MDE price proposal must be procured and invoiced separately. Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

Recipient SFA has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Recipient SFA may deny the charge. Recipient SFA may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the Vendor SFA’s account. Recipient SFA will notify Vendor

SFA of the short payment to the invoice with unallowable charges or obligation to pay which Vendor SFA must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Recipient SFA's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements,

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the Special Diet Statement for the student. This is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes, section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for students who do not have a disability but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$ _____ . SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. SFA must notify MDE prior to the Spring Store opening date of any entitlement transfer on an annual basis via email at mde.fsmc@state.mn.us. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$ _____

Other frequency _____

At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring delivery receipts are changed to reflect adjusted meal orders; and ensuring adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by email, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time the meals will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference to attached information:

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.) Describe here, or reference to attached information:

D. Other:

VII. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; and 3) daily number of meals furnished, by type of meal.
- B. Vendor and SFA agree the books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except in circumstances in which audit findings have not been resolved, the records must be retained beyond the three-year period until resolution of the audit.

VII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing. The notice of termination must provide a termination date with at least 60 days' notice. The contract also may be terminated for convenience (no cause) if the parties mutually agree to the termination.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Signatures

SFA Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature of Authorized Representative: _____

Date: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, 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) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.



MINNESOTA STATE ACADEMIES FOR THE DEAF AND THE BLIND

615 Olof Hanson Drive, Faribault MN 55021 (507) 384-6600 www.msa.state.mn.us

Minnesota State Academies and Faribault Public School District Tuition Agreement 2025-2026

WHEREAS, the Faribault School District #656, hereinafter referred to as Faribault School District, and the Minnesota State Academy for the Blind and Minnesota State Academy for the Deaf, hereinafter referred to as Minnesota State Academies (District #160), have entered into a positive relationship for the education of students with disabilities.

WHEREAS, the Board of the Minnesota State Academies and the School Board of the Faribault School District wish to maintain this positive relationship,

NOW THEREFORE:

Be it resolved that the Faribault School District, as authorized by M.S. 125A.65, Subdivision 5, will provide opportunities for learners who are enrolled in the Minnesota State Academies.

Be it resolved that the Board of Minnesota State Academies, in accordance with M.S. 125A.65, Subdivision 6, has determined that no tuition will be charged to the Faribault School District for students enrolled at the Minnesota State Academies who are residents of the Faribault School District.

Be it resolved that the School Board of Faribault School District, in accordance with M.S. 125A.65, Subdivision 6, has determined that no tuition will be charged to the Minnesota State Academies for students attending classes at the Faribault School District.

This resolution shall be in effect for the 2025-2026 school year.

RECOMMENDED BY

THE MINNESOTA STATE ACADEMIES – DISTRICT #160

BY _____

TITLE: _____

DATE: _____

APPROVED

FARIBAULT SCHOOL DISTRICT #656

BY _____

TITLE: _____

DATE: _____

APPROVED

MINNESOTA STATE ACADEMIES BOARD

BY _____

TITLE: _____

DATE: _____

Grant Manager

General Definition of Work: The Grant Manager is responsible for the comprehensive management of the district's grant acquisition and compliance efforts. This pivotal role involves identifying potential funding opportunities, developing and writing compelling grant proposals, ensuring adherence to all grant regulations and reporting requirements, and fostering strong relationships with funding agencies and internal stakeholders. The Grant Manager plays a crucial role in securing external resources to support strategic district initiatives, enhance educational programming, and provide innovative opportunities for all students. This position will report directly to the Superintendent and Finance & Operations Director.

Essential Functions:

- Grant Identification & Development:
 - Researches, identifies, and evaluates prospective grant opportunities from federal, state, local, corporate, and private foundation sources that align with the district's mission, vision, and strategic goals.
 - Maintains an organized database of potential grants, submission deadlines, and grantor requirements.
- Proposal Writing & Submission:
 - Develops and writes persuasive, well-researched, and clear grant proposals, narratives, project descriptions, and detailed budgets.
 - Collaborates effectively with district leadership, school administrators, teachers, and department heads to gather necessary data, define project scope, and ensure all proposals meet grantor guidelines and district needs.
 - Manages the timely and accurate submission of all grant applications, ensuring compliance with all specified procedures.
- Grant Management & Compliance:
 - Oversees awarded grants, ensuring strict adherence to all federal, state, and grantor regulations, terms, and conditions throughout the grant period.
 - Works closely with the Business Office to monitor grant budgets, track expenditures, and ensure financial accountability and accurate reporting.
 - Establishes and maintains comprehensive record-keeping systems for all grant-related documentation.
 - Stays current with evolving grant regulations, compliance mandates, and funding trends to ensure district practices remain current.
- Collaboration & Communication:
 - Serves as the primary liaison and point of contact for external funding organizations and internal district personnel regarding all grant-related inquiries.
 - Facilitates and leads meetings, workshops, and training sessions to educate district staff on grant opportunities, best practices in proposal development, and grant compliance.
 - Builds and nurtures collaborative relationships with funding entities, community partners, and relevant agencies.
- Reporting & Evaluation:
 - Prepares and submits accurate, comprehensive, and timely progress reports, financial reports, and final evaluations to grantors as stipulated by grant agreements.
 - Collaborates with program implementers to collect and analyze data, assessing the effectiveness and impact of grant-funded projects and ensuring outcomes align with original objectives.

Education and Experience:

- Bachelor's Degree in Education, Public Administration, Business Administration, Communications, English, or a closely related field required, Master's Degree preferred.
- Minimum of 3-5 years of demonstrated experience in grant writing, grant management, or a similar role focused on securing external funding.
- Prior experience in a public school district or non-profit educational organization highly desirable.
- Proven track record of successful grant awards from federal, state, or private foundation sources.
- Familiarity with federal and state educational grant programs and compliance requirements (e.g., ESSA, IDEA) is a significant asset.

Knowledge, Skills and Abilities:

- Exceptional written and verbal communication skills, with a superior ability to articulate complex ideas clearly and persuasively.
- Strong research, analytical, and critical thinking skills to identify opportunities and assess program effectiveness.
- Highly organized, meticulous attention to detail, and proven ability to manage multiple projects, competing priorities, and strict deadlines simultaneously.
- Excellent interpersonal skills to build rapport and foster collaboration with diverse stakeholders.
- Proficiency in budget development, financial tracking, and reporting.
- Advanced proficiency in Microsoft Office Suite (Word, Excel, PowerPoint) and experience with grant management software or databases.
- Ability to work effectively both independently and as a contributing member of a team.



710 17th St. SW, Faribault, MN 55021

Office: 507-333-6000 | Fax: 507-333-6050

MEMORANDUM

TO: Jamie Bente, Superintendent
Finance Committee
School Board Members

FROM: Barbie Roessler
Director of Finance and Operations

DATE: June 23, 2025

RE: 2025-26 Nerstrand Charter School Lease

Attached you will find a lease agreement for our building in Nerstrand. Nerstrand Charter School would like to continue to lease this building until a successful sale of the building. The lease agreement is a two-month agreement. The amount is \$27,375, for FY26.

If the sale of the building and property takes longer than two months to complete, the lease will continue on a month-by-month basis.

Building Lease

THIS LEASE AGREEMENT, Made and entered into the 1st day of July, 2025 by and between Independent School District #656 hereinafter referred to as "School District" whose address is 710 17th St SW, Faribault, MN 55021 and Nerstrand Charter School whose address is 205 South Second Street, Nerstrand, MN 55053.

WITNESS THAT:

- 1) **PREMISES TO BE LEASED:** Nerstrand Elementary School including the building, storage area, and adjacent grounds.
- 2) **TERM:** The term of this lease shall begin on the 1st day of July 2025 and shall continue for a period of two months, ending on August 31, 2025 with ongoing renewals with mutual agreement between the School District and Nerstrand Charter School.
- 3) **RENT:** The basic rent for the leased property shall be \$27,375 payable in monthly installments of \$13,687.50 due the 1st day of each month beginning July 2025.
- 4) **USE:** During the term of this lease the property shall be used only for operating Nerstrand Charter School and for its activities. All other rental of this facility shall be coordinated with Nerstrand Charter Schools
- 5) **CARE AND MAINTENANCE OF PREMISES:** Landlord shall be solely responsible and liable for all major repairs necessary to maintain the structural integrity of the interior and exterior of the building; to maintain all heating, cooling, electrical and plumbing systems efficient working order; and to repair and replace as necessary. The landlord shall comply with all laws. Landlord will also be responsible for all health and safety testing and monitoring.
- 6) **UTILITIES:** The Tenant shall be liable for payment of heat and electric utilities and garbage/recycling costs as the same become due and payable month to month during the term of this lease.
- 7) **INDEMNIFICATION OF LANDLORD:** To the extent authorized by law, tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life and/or personal injury and/or property damage arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by any willful or negligent act or omission of Tenant, its officers, agents contractors or employees.

- 8) INSURANCE: The tenant shall additionally keep the leased property insured throughout the term of this lease against the following:
- (a) Claims for personal injury or property damage under a policy of general public liability insurance with such limits as may be reasonably requested by the landlord.
 - (b) Nerstrand Charter School shall purchase insurance as required by law and provide the school district with documentation of said coverage. The types and amounts of insurance obtained by Nerstrand Charter School will cover the exposure limits of municipal corporations established by Minnesota Statute 466.04, subd. 1. Faribault Public Schools, ISD #656 shall be named as additional insured.
- 9) INSPECTION OF THE PREMISES BY LANDLORD: (a) The tenant shall permit the landlord and authorized representatives of the landlord to enter the lease property upon reasonable prior notice to the tenant during the usual business hours, whether or not the tenant or tenant's representatives are present (and at any time in the event of emergencies) for the purpose of (1) inspecting the same, and (2) performing any work therein which may be necessary by reason of the tenant's default under any terms of this lease. Nothing herein shall imply any duty upon the part of the landlord to do any such work which under any provision of this lease the tenant may be required to perform not to place upon the landlord any obligation or liability whatsoever, for the care, supervision or repair of the leased property. The landlord may during the progress of any work in the leased property keep and store therein all necessary materials, tools, and equipment. The landlord shall not in any event be responsible for inconvenience, loss of business or other damage to the tenant by reason of the performance of any such work in the leased property or on account of bringing materials, supplies and equipment into or through the leased property during the course thereof. (b) The landlord is hereby given the right during usual business hours to enter the leased property and to exhibit the same in a reasonable manner for the purpose of sale during the last three months of the initial term to exhibit the same to any prospective tenant.
- 10) SURRENDER IN GOOD REPAIR AND CONDITION: The tenant shall surrender the leased property in good repair and condition, rooms cleaned and free of tenant's property.
- 11) NON-ASSIGNABILITY: Tenant may not sublease, assign, transfer, mortgage, or encumber its interest in this lease.
- 12) PERFORMANCE OF LANDLORD'S OBLIGATION: If the landlord defaults in the observance or performance of any term or covenant required to be performed under this lease, and such default is not being legally contested,

the tenant after no less than 30 days' notice to the landlord may but shall not be obligated to remedy such default and in connection therewith may pay expenses and employ counsel, provided that the tenant shall have the right to remedy such default without notice in the event of emergency. All sums expended or obligations incurred by the tenant in connection therewith shall be paid by the landlord to the tenant upon demand: and if the landlord fails to reimburse the tenant, then tenant in addition to any other right or remedy that tenant may have may deduct such amount in subsequent installments of basic rent which from time to time thereafter may become due to the landlord.

- 13) TERMINATION OF LEASE AND DEFAULT OF TENANT: (a) Upon default in payment of rent herein or upon any other default by the tenant in accordance with the terms and provisions of this lease, the lease may at the option of the landlord be cancelled or forfeited, PROVIDED HOWEVER, that before any such cancellation or forfeiture except as provided in subparagraph (b) hereof, the Landlord shall give Tenant a written notice specifying the default or defaults and stating that this lease will be cancelled and forfeited 30 days after the giving of such notice unless default or defaults are remedied within such grace period. (b) Bankruptcy or insolvency of tenant: In the event the Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by the other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within 30 days from the giving of notice thereof by the landlord to the tenant, then and in such event the landlord may at its option immediately terminate this lease, re-enter the premises upon giving 30 days' notice by landlord to tenant. (c) Termination of Charter School contract: Pursuant to Minn. Stat. § 124E.22, (a)(3)(ii), this Lease is subject to cancellation upon thirty (30) days prior written notice by Tenant to Landlord, if the Tenant's charter contract is terminated or not renewed. This provision shall not be constructed or construed to relieve the Tenant of its lease obligations in effect before the charter contract is terminated or not renewed.
- 14) MECHANIC'S LIENS: Neither the tenant nor anyone claiming by, through or under the tenant shall have the right to file or place upon said premises or upon any building or improvement thereon or upon the leasehold interest of the tenant therein any mechanic's lien or other lien of any kind or character whatsoever, and notice is hereby given that no contractor, sub-contractor or anyone else who may furnish any materials, services or labor for any building, improvement, alterations, repair or any part thereof, shall be or become entitled to any lien thereon and for the further security of the landlord the tenant covenants and agrees to give actual notice thereof in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such materials, service of labor.

- 15) CONSENT OF LANDLORD AND IMPROVEMENTS TO BECOME PROPERTY OF LANDLORD: No alteration, addition or improvement in excess of \$1,000 to the leased property shall be made by the tenant without the written consent of the landlord. Any alteration, addition or improvement made by the tenant after such consent shall have been given and any fixtures installed as part thereof shall at the landlord's option become the property of the landlord upon expiration or other sooner termination of this lease: provided, however, that the landlord shall have the right to require the tenant to remove such fixtures at the tenant's cost upon such termination of this lease.
- 16) NOTICE AND DEMANDS: Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on Page 1 of this lease unless either party notified the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid by certified mail, return receipt requested, and so deposited in the United States Mail Box.
- 17) CHANGE TO BE IN WRITING: None of the covenants, provisions, terms or conditions of this lease to be kept or performed by the landlord or tenant shall be in any manner modified, waived or abandoned except by a written instrument duly signed by the parties and delivered to the landlord and tenant. This lease contains the whole agreement of the parties.
- 18) FIRE AND OTHER CASUALTY LOSS: In case of damage by fire or other casualty to the building in which the leased property is located, if the damage is so extensive as to amount practically to the substantial destruction of the leased property or of such building, the rent shall be apportioned to the time of the damage and the lease shall cease unless the tenant, at his option, requests that the premise be restored as nearly as possible of the business for which this lease is intended at the present location. Since under the terms hereof, it is the obligation of the landlord to insure said premises, said insurance should therefore be maintained at a level adequate to restore the premises to substantially the same degree as they now exist. In all other cases where the leased property is damaged by fire or other casualty, the landlord shall repair the damage with reasonable dispatch and if the damage has rendered the leased property untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond the landlord's control.

- 19) REMEDIES CUMULATIVE: All remedies conferred in this Lease shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.
- 20) PARTIES BOUND: The covenants and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to the Agreement.
- 21) TIME OF THE ESSENCE Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.
- 22) SECTION CAPTIONS: The captions appearing after the section number designations of this Lease for are convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- 23) CONSTRUCTION OF LEASE: It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota. It is further agreed that both parties have participated in the drafting of this Lease, by and through their respective legal counsel, and that the rule of construction that ambiguities in such agreements will be construed against the drafter will have no application on any interpretation or construction of this Lease or the party's rights and responsibilities hereunder.
- 24) MODIFICATION OF LEASE: Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 25) ADDITIONAL DOCUMENTS: The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease, including without limitation, a memorandum of this Lease in recordable form.

Faribault Public Schools
Independent School District #656

Nerstrand Charter School

Chair

Chair

Clerk

Clerk

Date

Date

**Faribault Public Schools
Enrollment Report by Building
FY 2024-2025**

	May										Total Served @ FPS	
	McKinley	Jefferson	Lincoln	Roosevelt	Middle School	High School	ALC	FOA - MS	FOA - HS	Allina PHP		
Early Childhood	65											65
VPK	66											66
Kindergarten		59	55	84								198
1		62	67	62								191
2		66	74	69								209
3		56	64	77								197
4		48	54	50								152
5		57	61	63								181
6					181							181
7					201			7				208
8					199			13		2		214
9						230	8		12	-		250
10						244	25		21			290
11						190	35		47	1		273
12						185	46		36			267
Total	131.00	348.00	375.00	405.00	581.00	849.00	114.00	20.00	116.00	3.00		2,942
+/-over Last Month	(1)	(10)	(2)	2	-	(4)	(2)	1	-	-		(16)

**Faribault Public Schools
Enrollment Report by Month**

School Year 2024 - 2025

	<i>September</i>	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>YTD Average</i>	<i>Plus: Projected Tuition</i>	<i>Projected Total ADM</i>
Early Childhood	53	55	56	76	71	73	71	66	65	65		65
VPK	66	66	66	66	66	66	66	66	66	66		66
Kindergarten	196	206	205	204	201	202	202	201	198	202	2.0	204
1	202	205	202	200	202	202	199	194	191	200	2.0	202
2	213	216	211	209	210	210	209	210	209	211	2.0	213
3	197	201	200	198	199	196	199	198	197	198	2.8	201
4	152	153	151	149	151	154	155	155	152	152	3.0	155
5	176	180	179	177	180	181	183	180	181	180	3.0	183
6	180	184	184	182	182	183	184	181	181	182	2.0	184
7	212	215	210	210	210	212	212	209	208	211	4.4	215
8	209	216	212	210	208	209	210	212	214	211	2.0	213
9	250	256	253	250	251	252	252	249	250	251	3.9	255
10	284	291	287	283	280	290	294	291	290	288	5.9	294
11	278	279	275	274	268	272	273	274	273	274	5.8	280
12	310	311	303	294	285	283	283	272	267	290	14.5	304
Total	2,978	3,034	2,993	2,982	2,964	2,985	2,992	2,958	2,942	2,981	53.3	3,034.2
		56	(40)	(11)	(18)	21	7	(34)	(16)			
EC-12 Average September - June		3,006	3,002	2,997	2,990	2,989	2,990	2,986	2,981			
Over (Under) Budget	(51)	5	(36)	(47)	(65)	(44)	(37)	(71)	(87)			

Faribault Public Schools
Comparative Financial Report - Select General Fund Expenditure Accounts
As of May 31, 2025

	FY24 May 2024	FY25 May 2025	FY24 YTD Through May 2024	FY25 YTD Through May 2025	FY24 FIN Budget	FY25 REV Budget	FY24 % of Budget through May 2024	FY25 % of Budget through May 2025
EXPENDITURES:								
HVAC	-	44,556	139,438	292,539	289,000	289,000	48.25%	101.22%
Water	7,614	8,259	72,335	77,041	60,700	67,200	119.17%	114.64%
Electric	64,266	48,695	594,322	576,120	642,000	639,000	92.57%	90.16%
Snow Removal	-	595	27,379	48,721	101,200	100,200	27.05%	48.62%
Total Expenditures	71,880	102,105	833,473	994,421	1,092,900	1,095,400	76.26%	90.78%

Faribault Public Schools
Comparative Financial Report - Self Insurance Fund
As of May 31, 2025

	FY24 May 2024	FY25 May 2025	FY24 YTD Through May 2024	FY25 YTD Through May 2025	FY24 FIN Budget	FY25 REV Budget	FY24 % of Budget through May 2024	FY25 % of Budget through May 2025
REVENUES:								
District Contributions	242,481	262,161	2,265,637	2,482,724	2,459,074	2,536,426	92.13%	97.88%
Employee Contributions	23,756	29,871	239,474	250,432	266,918	264,673	89.72%	94.62%
Retirees Contributions	10,228	5,310	98,931	79,951	133,531	85,261	74.09%	93.77%
Cobra Contributions	909	-	9,995	2,862	10,955	11,130	91.24%	25.72%
Total Revenue	277,374	\$297,342	\$2,614,037	\$2,815,968	\$2,870,478	\$2,897,490	91.07%	97.19%

EXPENDITURES:								
Medical Claims	189,365	154,983	2,074,588	2,407,549	2,327,127	2,782,154	89.15%	86.54%
Administrative Fees	10,318	124,991	316,917	488,478	403,953	403,787	78.45%	120.97%
Additional Charges	2,002	7,486	61,132	50,636	83,872	84,357	72.89%	60.03%
Total Expenditures	\$201,684	\$287,461	\$2,452,636	2,946,663	\$2,814,952	\$3,270,298	87.13%	90.10%

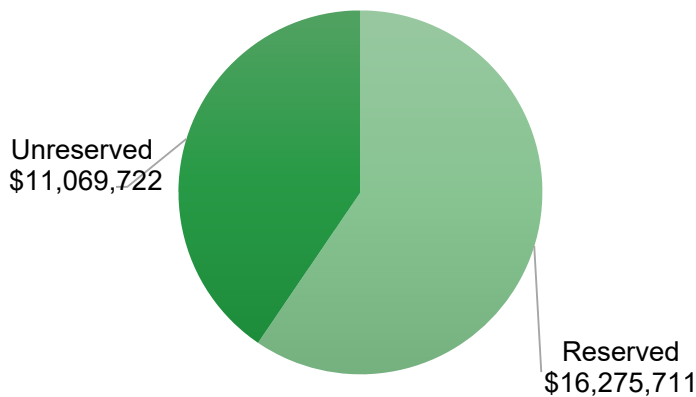
(\$130,695)



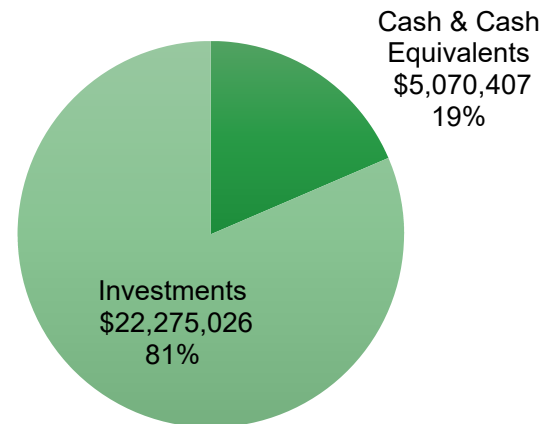
FARIBAULT PUBLIC SCHOOLS
Investment Balances
As of May 2025

	Ending Balance 4/30/2025	Ending Balance 5/31/2025	Interest/Div Earned
CCF - MAIN CHECKING	493,040.44	493,477.38	\$ 1,752.47
CCF -SAVINGS	1,304.49	-	1.70
RELIANCE - MAIN CHECKING	750,000.00	749,950.51	
RELIANCE - SAVINGS	2,918,065.04	2,346,154.76	3,781.03
MSDLAF+LIQUID MONEY MARKET	1,163,850.73	1,303,844.35	4,370.36
MSDLAF+ MAX MONEY MARKET	173,946.97	174,574.05	627.08
MN TRUST OPERATIONS	6,615,283.29	11,035,131.07	21,328.14
MN TRUST INVESTMENTS	4,108,240.84	4,108,240.84	
MN TRUST MAINTENANCE BONDS	4,023,977.60	4,035,108.23	11,130.63
US BANK - IRREVOCABLE TRUST	2,496,518.25	2,496,518.25	
US BANK - ROOSEVELT DEBT	27.19	27.27	0.08
FIRST UNITED BANK CD	150,000.00	150,000.00	
PREMIER BANK CD	150,000.00	150,000.00	
RELIANCE BANK CD	150,000.00	150,000.00	
STATE BANK OF FARIBAULT CD	150,000.00	150,000.00	
PETTY CASH	2,406.00	2,406.00	
TOTAL CASH AND INVESTMENTS	\$ 23,346,660.84	\$ 27,345,432.71	\$ 42,991.49

Asset Reservations



Liquidity



Faribault Public Schools ISD 656
Exp/Rev Summary - Fd
Period Ending May 31, 2025

Sequence: L, Fd

		25REV				% YTD	Remaining
Description		Annual Budget	Period 202511	Year To Date	% YTD	Encumbrances + Enc	Balance
E	Expenditure						
01	General	64,376,800.00	5,449,949.66	52,104,486.69	81%	179,696.06	12,092,617.25
02	Food Service	3,061,170.00	286,921.76	2,093,950.78	68%	327,555.10	639,664.12
04	Community Service	5,937,722.00	495,871.45	4,682,457.78	79%	8,321.28	1,246,942.94
06	Building Construction	4,288,934.00	311,929.53	4,541,016.39	106%	0.00	(252,082.39)
07	Debt Redemption	2,433,808.00	0.00	2,433,283.33	100%	0.00	524.67
20	Internal Service	3,270,298.00	287,460.60	2,946,663.35	90%	0.00	323,634.65
45	OPEB Irrevocable Trust	208,000.00	8,266.37	117,985.54	57%	0.00	90,014.46
50	Student Activities	110,000.00	10,736.17	94,705.17	86%	352.43	14,942.40
E	Expenditure	83,686,732.00	6,851,135.54	69,014,549.03	82%	515,924.87	14,156,258.10
R	Revenue						
01	General	(63,712,549.00)	(9,418,906.84)	(52,962,820.41)	83%	0.00	(10,749,728.59)
02	Food Service	(2,916,100.00)	(322,889.77)	(2,304,084.71)	79%	0.00	(612,015.29)
04	Community Service	(5,872,644.00)	(369,308.55)	(3,969,290.31)	68%	0.00	(1,903,353.69)
06	Building Construction	(250,000.00)	(11,130.63)	(260,337.38)	104%	0.00	10,337.38
07	Debt Redemption	(2,494,862.00)	(501,920.94)	(1,945,242.73)	78%	0.00	(549,619.27)
20	Internal Service	(2,897,490.00)	(297,342.03)	(2,815,968.44)	97%	0.00	(81,521.56)
45	OPEB Irrevocable Trust	(145,000.00)	0.00	(111,132.87)	77%	0.00	(33,867.13)
50	Student Activities	(108,000.00)	(13,414.80)	(108,477.73)	100%	0.00	477.73
R	Revenue	(78,396,645.00)	(10,934,913.56)	(64,477,354.58)	82%	0.00	(13,919,290.42)
Report Totals:		5,290,087.00	(4,083,778.02)	4,537,194.45	86%	515,924.87	236,967.68

Faribault Public Schools ISD 656 Multi Year Guideline by Object Series

Sequence: Fd, O/S		202311			202411			202511		
Description	Budget 23FIN	Year to Date	%	Budget 24FIN	Year to Date	%	Budget 25REV	Year to Date	%	
01 General										
100 Salaries & Wages	33,329,686.00	26,577,178.10	80%	36,691,729.00	28,165,828.28	77%	35,400,605.00	28,375,613.63	80%	
200 Employee Benefits	12,376,700.00	9,892,940.54	80%	12,743,620.00	10,337,708.17	81%	13,187,389.00	10,825,540.47	82%	
300 Purchased Services	8,789,786.00	7,417,774.66	84%	9,419,104.00	8,322,675.21	88%	10,442,726.00	8,686,162.44	83%	
400 Supplies & Materials	2,867,236.00	3,208,923.87	112%	2,870,733.00	2,073,022.09	72%	2,864,209.00	2,147,783.18	75%	
500 Capital Expenditures	1,327,615.00	1,416,685.77	107%	2,066,851.00	1,979,215.84	96%	2,053,292.00	1,887,270.69	92%	
800 Other Expenditures	430,293.00	353,579.97	82%	621,589.00	285,679.65	46%	428,579.00	182,116.28	42%	
01 General	59,121,316.00	48,867,082.91	83%	64,413,626.00	51,164,129.24	79%	64,376,800.00	52,104,486.69	81%	
Report Totals:	59,121,316.00	48,867,082.91	83%	64,413,626.00	51,164,129.24	79%	64,376,800.00	52,104,486.69	81%	

Faribault Public Schools

Budget / Fund Balance Overview

2025-2026 Proposed Budget

	Beginning Fund Balance	Revenues	Expenditures	Transfers	End of Year Proj. Balance	Net Increase or Decrease
General Fund - 01						
422 Unassigned Fund Balance	8,995,283 14.26%	50,453,594	52,378,802	(250,000)	6,820,075 10.29%	(2,175,208) -3.98%
Restricted						
401 Student Activities	111,028	112,000	110,000	-	113,028	2,000
403 Staff Development	51,925	502,604	499,421	-	55,108	3,183
412 Literacy Incentive Aid	12,764	97,715	110,245	-	234	(12,530)
420 American Indian Aid	1,541	48,500	48,500	-	1,541	-
424 Operating Capital	386,810	813,268	781,723	-	418,355	31,545
428 Learning and Development	10,066	609,682	609,682	-	10,066	-
434 Area Learning Center	245,563	1,077,349	1,322,912	-	-	(245,563)
434 Targeted Services	140,386	565,950	656,065	-	50,271	(90,115)
438 Gifted and Talented	14,420	43,670	43,670	-	14,420	-
439 EL Support Aid	(3,022)	1,297,920	1,294,898	-	-	3,022
441 Basic Skills Programs	(351,951)	7,278,374	6,926,423	-	-	351,951
443 School Library Aid	53,033	34,980	34,980	-	53,033	-
448 Achievement and Integration Revenue	(3,808)	792,990	722,421	-	66,761	70,569
449 Safe Schools Levy	77,422	128,043	128,043	-	77,422	-
456 Literacy Incentive Aid	124,094	-	-	-	124,094	-
457 Teacher Comp for Read Act	112,038	-	-	-	112,038	-
467 Long-Term Facilities Maint	4,828	1,360,576	1,190,560	-	174,844	170,016
471 Student Support Personnel School	(781)	40,000	39,219	-	-	781
472 Medical Assistance	-	700,000	700,000	-	-	-
Subtotal Restricted	986,356	15,503,621	15,218,762	-	1,271,215	284,859
460 Nonspendable	294,742	-	-	-	294,742	-
Assigned Funds						
460 Assigned (CVSEC LT Receivable)	318,827	-	-	250,000	568,827	250,000
Total General Fund	10,595,208	65,957,215	67,597,564	-	8,954,859	(1,640,349)

Faribault Public Schools

Budget / Fund Balance Overview

2025-2026 Proposed Budget

Food Service Fund - 02

464 Restricted	1,973,967	2,755,320	3,246,374	-	1,482,913	(491,054)
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Community Services - 04

464 Restricted	43,603	226,846	230,333	-	40,116	(3,487)
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Restricted / Reserved

431 Community Education	579,496	3,062,123	2,985,201	-	656,418	76,922
432 Early Childhood	146,409	299,210	360,450	-	85,169	(61,240)
444 School Readiness	196,983	1,244,017	1,286,640	-	154,360	(42,623)
447 Adult Basic Education	138,332	566,348	596,090	-	108,590	(29,742)
Restricted/Reserved - Subtotal	1,061,220	5,171,698	5,228,381	-	1,004,537	(56,683)
Total Community Education	1,104,823	5,398,544	5,458,714	-	1,044,653	(60,170)

Construction - 06

464 Restricted	3,069,808	200,000	2,677,000	-	592,808	(2,477,000)
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Debt Service - 07

464 Restricted	631,581	2,548,834	2,379,350	-	801,065	169,484
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Internal Service Fund - 20

	601,703	3,290,315	3,378,331	-	513,687	(88,016)
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OPEB Irrevocable Trust - 45

	2,332,254	158,000	158,000	-	2,332,254	-
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Total All Funds:

	20,309,344	80,308,228	84,895,333	-	15,722,239	(4,587,105)
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