

Monday, July 14, 2025
Regular Meeting

6:00 PM
Jr/Sr High Innovation Room

- I. Opening
 - I.A. Call to Order
 - I.B. Approval of Agenda
 - I.C. Pledge of Allegiance
 - I.D. Vision Statement
"Life-long Success for ALL Learners."
 - I.E. Empty Chair Philosophy
This chair is reserved for every student in our district. The adults in this room will mentally place a student in this seat before a meeting begins, and keep that student in mind during discussions and while making decisions.
- II. Election of Officers
 - II.A. Election of President for the 2025-26 School Year
 - II.B. Election of Vice President for the 2025-26 School Year
 - II.C. Appointment of District Clerk, Deputy Clerk, Treasurer and Attorney for the 2025-26 School Year
Recommendations for these positions are Jody Bruna as Clerk, Tara Crawford as Deputy Clerk, Lindsey Clark as Treasurer, and the firm of Westbrook Law Offices as attorney.
- III. Consent Agenda
 - III.A. Approval of Minutes
 - III.B. Approval of Bills
 - III.C. Financial Reports
 - III.D. Surplus Items
 - III.E. Transportation Report June 25
 - III.F. Appoint Representative for State & Federal Programs
The recommendation is made that the Superintendent continues to serve as the authorized district representative for all State and Federal Programs, excluding food service, and including liaison for homeless children and youth and that Jody Bruna be appointed Designated Agent for KPERS.
 - III.G. Authorize Depositories for District
The recommendation is made that Citizen's State Bank & Trust Company of Bremen, United Bank & Trust, Citizen's State Bank and First Commerce Bank all of Marysville be designated as depositories of district funds.
 - III.H. Set School Year at 1,116 Hours
State law sets the school year at either 186 days or 1,116 hours. The option of 1,116 hours is recommended, since our teacher contract length is 182 days the 186-day law is not an option.
 - III.I. Designate Official District Newspaper

- III.J. Designate In-Service Credit Validation Individual
The recommendation is to designate Randy Corns, the Director of the Southeast Kansas Education Service Center (Greenbush), as the person who will verify that the in-service credit is valid for license renewal. This is to comply with Kansas State Board Regulations 91-1-146d(d). This needs to be approved in order for the Service Center to process teacher in-service transcripts for re-licensure.
- III.K. Appoint Hearing Officer for Free & Reduced Lunches
The recommendation is to appoint the Superintendent as the hearing officer for free and reduced price meal application appeals, Danielle Bargman as authorized food service representative and Tara Crawford as the determining official.
- III.L. Appoint Hearing Officer for Due Process Hearings
The recommendation is to appoint the Superintendent as the hearing officer to conduct due process hearings for student long-term suspensions or expulsions.
- III.M. Appoint Hearing Officer to hear Appeals in Student Expulsion Cases
The recommendation is to appoint Aaron Westbrook or his designee as the hearing officer to hear appeals in student expulsion cases. Mr. Westbrook has agreed to \$95 per hour for legal services.
- III.N. Appoint Attendance Officers
- III.O. Appoint Freedom of Information Officer
- III.P. Designate Asbestos Person
- III.Q. Approve Facsimile Signatures
- III.R. Approve Early Payment Requests
- III.S. Approve Fixed Asset Accounting
- III.T. Approve G.A.A.P. Waiver
- III.U. Set Mileage Rate
The State mileage rate increased to \$.70 per mile effective July 1, 2025. The Federal rate increased to \$.70 cents January 1, 2025. The district can decide to reimburse at a rate other than the state rate, but there are tax consequences if they would exceed the Federal rate.
- III.V. Donations
Kramer Oil donated \$314.98 to Kids U for snacks
- III.W. Personnel Update
- III.X. Out of District Requests
- III.Y. Approval of Consent Agenda
- IV. Public Presentations
- IV.A. Citizen's Open Forum
- V. Building Reports - Focus on Learning
- VI. Action Items
- VI.A. Food Service Procurement Plan
- VI.B. Parochial School Food Service Agreements
- VI.C. Resolution Authorizing Activity Funds
- VI.D. Resolution Authorizing Petty Cash Funds
- VI.E. Resolution for Destruction of Records
- VI.F. Approve Resolution for Regular Board Meetings
- VI.G. Committee Assignments
Liberty Price

Committee Member Selection

- VI.H. Milk Bid 2025-2026
 - Hiland Dairy was our only bid.
 - 1% and Skim Milk=increase of \$0.0005
 - Chocolate and Strawberry=increase of \$0.01
 - Orange Juice=increase of \$0.03

- VI.I. June Board Policy Updates
- VI.J. Out of State Trip Request
 - FFA
- VI.K. Auditorium Sound System
 - Darren Schroeder
 - Bid - Sound System
- VI.L. MES Carpet Installation
 - Darren Schroeder
 - Yearly Classroom Rotation - Carpet
- VI.M. Stadium and Pressbox Donor Sign
 - Sign Selection Choices
- VI.N. Building Student Handbooks
 - Approval of Student Handbooks
- VI.O. Jr/Sr High Stadium Driveway
- VI.P. COPS Grant - Security Mirrors

- VII. Discussion Items
 - VII.A. District Tax Credits
 - Darren Schroeder
 - Selling of Tax Credits Process

 - VII.B. District Enrollment Trend
 - Darren Schroeder
 - FY 26
 - Enrollment Trend
 - New Monies
 - Budget Impact tied to Enrollment Trend

 - VII.C. Farm to Plate Initiative
 - Travis Pralle, Pam Dankenbring
 - Student Meals
 - Community Stakeholders
 - Themes
 - Focus Areas

- VIII. Superintendent Update
 - Darren Schroeder
 - Classified and Administration Increases
 - Meal Increases
 - Enrollment Fee Increases

- IX. Executive Session
 - IX.A. Convene in Executive Session
 - IX.B. Reconvene in Open Session

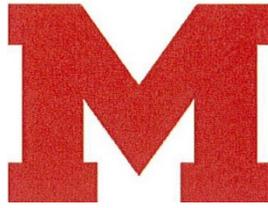
IX.C. Action Resulting from Closed Session Discussion

X. Closing

X.A. Announcements

KASB Annual Conference is Nov. 14-16

X.B. Adjournment



**Monday, June 9, 2025
Regular Meeting**

**6:00 PM
Jr/Sr High Innovation Room**

**** UNOFFICIAL UNTIL APPROVED BY THE BOARD ****

I. Opening

Members: Pam Dankenbring, Paige Howard, Buster Schmitz, Liberty Price-Obley, Travis Pralle, Craig Harries, Rose Shelburne

Others: Superintendent Darren Schroeder, Clerk Jody Bruna, Administrators Tim Woodcock and Janine Doebele; Tom Nesbitt, Kim Gudenkauf, Leigha Behrens and Kathy Huerter

Media: Julie Perry

I.A. Call to Order

The meeting was called to order at 6:05pm.

I.B. Approval of Agenda

Motion to approve the agenda. This motion, made by Pam Dankenbring and seconded by Paige Howard, Carried.

Yea: 7, Nay: 0

I.C. Pledge of Allegiance

The Pledge of Allegiance was recited.

I.D. Vision Statement

"Life-long Success for All Learners."

I.E. Empty Chair Philosophy

Empty Chair Philosophy

This chair is reserved for every student in our district. The adults in this room will mentally place a student in this seat before a meeting begins, and keep that student in mind during discussions and while making decisions.

II. Consent Agenda

II.A. Approval of Minutes

II.B. Approval of Bills

II.C. Financial Reports

II.D. Food Service Part Report-May 25

II.E. Transportation May 2025

II.F. Surplus Items

II.G. Approve End of Year Transfers

II.H. Donations

- \$250 from CMH for the Kindergarten Walk T-Shirts
- \$100 from Crist & Pieschl for the Kindergarten Walk T-Shirts
- \$236 from FFA Alumni for the Kindergarten Walk T-Shirts

- \$25 from Stacy Wullschleger to MES
- Misc. items from PTO, list attached

II.I. Personnel Update

II.J. Out of District Requests

II.K. Approval of Consent Agenda

Motion to approve Consent Agenda items. This motion, made by Buster Schmitz and seconded by Pam Dankenbring, Carried.

Yea: 7, Nay: 0

III. Public Presentations

III.A. Citizen's Open Forum

No one filed to address the board.

IV. Building Reports - Focus on Learning

IV.A. All-Star High School Award - KSHSAA

Leigha Behrens reported that we received the All-Star High School Award. The award is part of the Apply Kansas program. To qualify, schools must host a FAFSA event, Apply Kansas college event and senior signing day.

IV.B. Pre-ACT Recognition

The Pre-ACT is not as long as the ACT, but gives questions over all the content areas.
9th Grade Rising Scholars Awards:

- Distinguished Level - Top 5% or Nation -- None
- Rising Stars Level - Top 10% of Nation -- 4 students
- Early - Top 35% of Nation -- 36 students

IV.C. Diversified Drug Testing

Tom Nesbitt with Diversified Drug Testing provided information regarding drug testing.

Motion to approve Diversified Drug Testing for administering Student Drug Testing Program for the 2025-26 school year. This motion, made by Pam Dankenbring and seconded by Travis Pralle, Carried.

Yea: 7, Nay: 0

IV.D. MJSHS Student Handbook - Draft

Mr. Woodcock highlighted the changes made to the 2025-26 student and teacher handbooks.

IV.E. MES Handbook - Draft

Mrs. Doebele reviewed the proposed changes for the 2025-26 school year to the student and teacher handbooks.

V. Action Items

V.A. Cardiac Emergency Response Plan

Kathy presented information to the board regarding the district Cardiac Emergency Response Plan and information about Project ADAM. She shared information about the district's AEDs and where they are located.

Motion to approve the district Cardiac Emergency Response Plan. This motion, made by Pam Dankenbring and seconded by Travis Pralle, Carried.

Yea: 7, Nay: 0

V.B. District Master Calendar (2025-26)

Move the September 22nd PD day to September 26th due to KSDE student count day. MES Open House moves from Monday, August 18th to Friday, August 15th.

Motion to approve the changes to the 2025-26 District Master Calendar as presented. This motion, made by Pam Dankenbring and seconded by Buster Schmitz, Carried.

Yea: 7, Nay: 0

V.C. Suburban Purchase

Mr. Schroeder let the board know bids were solicited for 2 new suburbans. Don Hattan Chevrolet was awarded the bid.

Motion to purchase 2 suburbans from Don Hattan Chevrolet in the amount of \$62,250 each. This motion, made by Buster Schmitz and seconded by Paige Howard, Carried.

Yea: 7, Nay: 0

V.D. 2026 Food Service Agreement

Motion to approve the 2026 Food Service Agreement as presented. This motion, made by Liberty Price-Obley and seconded by Travis Pralle, Carried.

Yea: 7, Nay: 0

V.E. Written Standard of Conduct

Motion to approve the KSDE/CNW Written Standards of Conduct as presented. This motion, made by Paige Howard and seconded by Travis Pralle, Carried.

Yea: 7, Nay: 0

VI. Discussion Items

VI.A. Classified Reference Guide - DRAFT

Mr. Schroeder shared the draft of the Classified Reference Guide. This is intended to put the district's past practices in writing so staff can access it and to enhance communication. It will be reviewed with staff at the beginning of the year.

7:26pm Motion to take a 5 minute recess and the meeting resume at 7:31pm. This motion, made by Travis Pralle and seconded by Paige Howard. Carried

Yea: 7, Nay: 0

VII. Executive Session

VII.A. Convene in Executive Session

Motion that the board to go into Executive Session with Mr. Schroeder and Mrs. Doebele for 15 minutes to discuss employee performance pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA), and that the open meeting shall resume at 7:46pm in the boardroom.

This motion, made by Travis Pralle and seconded by Pam Dankenbring, Carried.

Yea: 7, Nay: 0

7:45pm Mrs. Doebele left the Executive Session.

Motion that the board to go into Executive Session with Mr. Schroeder for 5 minutes to discuss employee performance pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA), and that the open meeting shall resume at 7:51pm in the boardroom. This motion, made by Travis Pralle and seconded by Paige Howard, Carried.
Yea: 7, Nay: 0

Motion that the board to go into Executive Session with Mr. Schroeder for 5 minutes to discuss employee performance pursuant to the non-elected personnel exception under the Kansas Open Meetings Act (KOMA), and that the open meeting shall resume at 7:56pm in the boardroom. This motion, made by Pam Dankenbring and seconded by Rose Shelburne, Carried.
Yea: 7, Nay: 0

Motion that the board to go into Executive Session with Mr. Schroeder for 4 minutes to discuss negotiations pursuant to the exception for employer-employee negotiations under the Kansas Open Meetings Act (KOMA), and that the open meeting shall resume at 8:00pm in the boardroom. This motion, made by Travis Pralle and seconded by Pam Dankenbring, Carried.
Yea: 7, Nay: 0

Motion that the board to go into Executive Session with Mr. Schroeder for 5 minutes to discuss negotiations pursuant to the exception for employer-employee negotiations under the Kansas Open Meetings Act (KOMA), and that the open meeting shall resume at 8:05pm in the boardroom. This motion, made by Buster Schmitz and seconded by Paige Howard, Carried.
Yea: 7, Nay: 0

VII.B. Reconvene in Open Session

VII.C. Action Resulting from Closed Session Discussion

VIII. Closing

VIII.A. Announcements

Mrs. Price-Obley reminded the board of items coming up for next month:

- Elect President & Vice President next month
- Set meeting date and times next month
- Discuss Committees next month

VIII.B. Adjournment

Motion to adjourn the meeting. This motion, made by Paige Howard and seconded by Travis Pralle, Carried.

Yea: 7, Nay: 0

The meeting adjourned at 8:09pm.

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
015759	06/20/2025	Kansas Turnpike Authority	Toll Fees	3.32
Total for 06 - General Fund				3.32
08 - Local Option Budget				
015757	06/20/2025	Amazon Capital Services	Replacement Batteries-D Ballman	882.06
Total for 08 - Local Option Budget				882.06
30 - Special Education				
015758	06/20/2025	Kansas Dept. of Health &	Refund IEP Ratio Adj.	14,996.68
Total for 30 - Special Education				14,996.68
99 - Payroll Clearing				
001233	06/20/2025	Guardian	Ins Premiums	5,391.82
015760	06/20/2025	US Alliance	Life Ins. Premiums	519.24
Total for 99 - Payroll Clearing				5,911.06
Grand Total				21,793.12

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
001245	06/30/2025	Director Of Taxation	Sales Tax	130.09
015774	06/30/2025	Amazon Capital Services	Pad/Pnt/Hdph/Fldrs/Dots-B Evans/C	264.58
015774	06/30/2025	Amazon Capital Services	Preschool Supplies-J Anderson/K	119.26
015774	06/30/2025	Amazon Capital Services	Signs-R Throm	36.94
015775	06/30/2025	Kansas Gas Service	Heat	48.61
015778	06/30/2025	Postmaster	Stamps	1,825.00
015779	06/30/2025	Superintendent's Petty Cash	Reimb Petty Cash/Budget Wrkshp Meal	15.00
015780	06/30/2025	U.S. Cellular	Cell Phone	115.92
015781	06/30/2025	Wal-Mart - Capital One	Blinds-T Woodcock	33.92
015781	06/30/2025	Wal-Mart - Capital One	Cust Supp-D Ballman	314.86
015781	06/30/2025	Wal-Mart - Capital One	Negotiations Meeting Snacks-D	29.52
015781	06/30/2025	Wal-Mart - Capital One	Trans Supplies-T Becker	70.49
015781	06/30/2025	Wal-Mart - Capital One	Trans Supp-T Becker	62.90
Total for 06 - General Fund				3,067.09
07 - Federal Funds				
015776	06/30/2025	Kirkland, Megan	Summer Tutoring/May Title Hours	2,235.00
015777	06/30/2025	Latta, Jori	Summer Tutoring	5,235.00
Total for 07 - Federal Funds				7,470.00
08 - Local Option Budget				
015781	06/30/2025	Wal-Mart - Capital One	Chrmcb Cleaning Supp-B Dressman	19.90
Total for 08 - Local Option Budget				19.90
11 - At Risk (4 Year Old)				
015774	06/30/2025	Amazon Capital Services	Preschool Supplies-J Anderson/K	119.26
Total for 11 - At Risk (4 Year Old)				119.26
13 - At Risk (K-12)				
015774	06/30/2025	Amazon Capital Services	Pad/Pnt/Hdph/Fldrs/Dots-B Evans/C	5.69
Total for 13 - At Risk (K-12)				5.69
24 - Food Service				
015781	06/30/2025	Wal-Mart - Capital One	Supplies-D Bargman	13.24
Total for 24 - Food Service				13.24
78 - Coop Special Education				
015774	06/30/2025	Amazon Capital Services	File Holders-M Blacketer	164.43
015774	06/30/2025	Amazon Capital Services	Preschool Supplies-J Anderson/K	119.27
015781	06/30/2025	Wal-Mart - Capital One	Bndr/Tpe/Envlp/Drinks-J Gurtler	88.23
Total for 78 - Coop Special Education				371.93
99 - Payroll Clearing				
001246	06/30/2025	KPERS Optional Life Ins.	Ins. Prem	255.60
Total for 99 - Payroll Clearing				255.60
Grand Total				11,322.71

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
015754	06/16/2025	Evergy	Electricity	490.50
015755	06/16/2025	Kansas Gas Service	Heat	275.59
015756	06/16/2025	Kansas Turnpike Authority	Toll Fees	12.46
Total for 06 - General Fund				778.55
08 - Local Option Budget				
015754	06/16/2025	Evergy	Electricity	17,747.41
015755	06/16/2025	Kansas Gas Service	Heat	398.74
Total for 08 - Local Option Budget				18,146.15
16 - Capital Outlay				
015753	06/16/2025	Don Hattan Chevrolet, Inc.	Suburbans-T Becker	125,256.00
Total for 16 - Capital Outlay				125,256.00
78 - Coop Special Education				
015754	06/16/2025	Evergy	Electricity	289.72
Total for 78 - Coop Special Education				289.72
Grand Total				144,470.42

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
001256	07/14/2025	Citizens State Bank	Deposit Slip Books-M Schmelzle	149.52
001257	07/14/2025	Director Of Taxation	Correction to comp buy out sales	-45.55
001258	07/14/2025	Kansas Employ. Security Fund	Ovrpd Unem. Qtrr 2	-0.10
001259	07/14/2025	RevTrak, Inc.	Monthly Fees/June	128.32
001260	07/14/2025	VISA	Board Mtg Meal	132.30
001260	07/14/2025	VISA	Correct Fraud Trfr	45.26
001260	07/14/2025	VISA	Hotel/State Track-D Nelsen	2,594.34
001260	07/14/2025	VISA	USA/Conf.	573.78
001261	07/14/2025	VISA/CITI	Canva District Subscription	120.00
001261	07/14/2025	VISA/CITI	Food/Conferences-D Schroeder	124.06
001261	07/14/2025	VISA/CITI	Gift Card Payment/30025142	-245.84
001261	07/14/2025	VISA/CITI	Phone-D Schroeder	998.02
001261	07/14/2025	VISA/CITI	Pncl Shrpnr/Dvdrs/Fldr/Esl Pds-K Lyhane	330.30
001261	07/14/2025	VISA/CITI	Retiree Awards-T Crawford	129.96
001261	07/14/2025	VISA/CITI	Secretary Lunch/Team Building	57.78
012555	07/14/2025	Superintendent's Petty Cash	Petty Cash Acct.	1,500.00
015798	07/14/2025	Amazon Capital Services	**Soft Pastels-A Ackerman	499.93
015800	07/14/2025	Arbor Ink	Bulldogs Cards/Activity Tickets	89.07
015803	07/14/2025	Blue Valley Technologies	Cable TV	7.92
015803	07/14/2025	Blue Valley Technologies	Internet/Phone/Fax	3,051.73
015805	07/14/2025	Cintas Fire Protection	Inspection and Maint./Bus Barn	1,018.80
015805	07/14/2025	Cintas Fire Protection	Inspection and Maint./DO	164.12
015806	07/14/2025	City of Marysville	Water	4,086.12
015807	07/14/2025	Clark Plumbing, Heating, & Air	Distilled Water	22.50
015807	07/14/2025	Clark Plumbing, Heating, & Air	Plugged Floor Drain/Greenhouse	210.00
015808	07/14/2025	Compliance One	DOT Test	99.45
015810	07/14/2025	Crome Lumber, Inc.	Maint. Supplies	2,538.46
015815	07/14/2025	Ehnen's Automotive	Custodial Supplies	90.14
015815	07/14/2025	Ehnen's Automotive	Custodial Supplies/Credit	-6.99
015815	07/14/2025	Ehnen's Automotive	Maint. Supplies	13.99
015815	07/14/2025	Ehnen's Automotive	Transportation Supplies	438.14
015819	07/14/2025	Harris Forms	Checks-M Schmelzle	344.97
015822	07/14/2025	Hometown Lumber & Hardware	Maint. Supplies	3,064.86
015823	07/14/2025	Hubbard, Ashley A	Gas Reimb KSCA Conf	31.75
015824	07/14/2025	Huerter, Katherine E	Mileage Reimb	16.75
015825	07/14/2025	Illinois Tollway	Forensics Nat'ls	87.05
015832	07/14/2025	JW Pepper & Son, Inc.	Music Boxes - B Nations	333.74
015833	07/14/2025	Kan Equip, Inc.	Maint. Supplies	1.50
015834	07/14/2025	Kansas Power School	Cntrl St Conf/K Huerter	125.00
015835	07/14/2025	Kansas State Treasurer	Bond Payment	1.25
015836	07/14/2025	Kansas Truck Equipment Co.	Transportation Supplies	604.02
015838	07/14/2025	Kendall Hunt Publishing	Math Student Wrkbk-J Doebele	1,798.44
015839	07/14/2025	KICS	District Liability Insurance	21,380.14
015840	07/14/2025	Kramer Oil Co	Propane/Forklift	25.00
015842	07/14/2025	Lefty's Auto Repair	Replace Alternator/#11	302.89
015842	07/14/2025	Lefty's Auto Repair	Replace Stater/#11	243.28
015847	07/14/2025	Mike's OK Tire	Service Tires/bus 14	41.00

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
06 - General Fund				
015847	07/14/2025	Mike's OK Tire	Tires/Alignment-12	949.00
015847	07/14/2025	Mike's OK Tire	Tires/Bus 16	778.00
015847	07/14/2025	Mike's OK Tire	Transportation Supplies	26.50
015848	07/14/2025	Mystery Science Inc. c/o	Mystery Pack Supplies-C Griffin	1,040.00
015850	07/14/2025	Palmer's Precision Pruning,	Landscape Maint.	1,691.07
015851	07/14/2025	Pitney Bowes Bank Inc Reserve	Refill Postage Machine-M Schmelzle	750.00
015852	07/14/2025	Pitney Bowes Global Financial	Postage Meter/Jr Sr High	216.69
015855	07/14/2025	Postmaster	Stamps-M Schmelzle	73.00
015856	07/14/2025	Powerschool Group, LLC	McRel Renewal	1,307.82
015857	07/14/2025	Pur-O-Zone, Inc.	Maint. Supplies	1,377.22
015859	07/14/2025	Riddell/All-American Sports	Year 1 of a 2 year deal for new football	9,933.95
015860	07/14/2025	Schendel Pest Control	Pest Control/ERC	40.00
015860	07/14/2025	Schendel Pest Control	Pest Control/Jr Sr High	121.00
015860	07/14/2025	Schendel Pest Control	Pest Control/MES	44.00
015860	07/14/2025	Schendel Pest Control	Termite Monitoring Renewal/MES	700.00
015862	07/14/2025	School Specialty LLC.	Rubber Seats-J Tjaden	275.96
015865	07/14/2025	Spicer, April	Val & Sal Calligraphy-K Kneifl	80.00
015866	07/14/2025	Stage Accents	Choir Attire Garment Bags - K Milholland	425.00
015867	07/14/2025	Superintendent's Petty Cash	Petty Cash	0.00
015867	07/14/2025	Superintendent's Petty Cash	Petty Cash Acct.	0.00
015869	07/14/2025	Temps Disposal Service	Refuse Removal	1,058.35
015871	07/14/2025	Thermal Comfort Air, Inc.	Chiller Inop	198.00
015871	07/14/2025	Thermal Comfort Air, Inc.	Heat pump inop.	354.00
015871	07/14/2025	Thermal Comfort Air, Inc.	LG Unit Service	255.00
015871	07/14/2025	Thermal Comfort Air, Inc.	VRF System Maint.	255.00
015873	07/14/2025	Tractor Supply Credit Plan	Hand Truck- D Ballman	109.99
015874	07/14/2025	Truck Repair Plus	Battery/Bus 37	521.46
015874	07/14/2025	Truck Repair Plus	Pwr Strng Leak/Bus 37	426.18
015874	07/14/2025	Truck Repair Plus	Pwr Strng Maint./Bus 37	208.92
015874	07/14/2025	Truck Repair Plus	Service/Bus 1	10,075.62
015874	07/14/2025	Truck Repair Plus	Service/Bus 40	430.50
015874	07/14/2025	Truck Repair Plus	Transport. Supplies	29.46
015875	07/14/2025	Uline	Chipboard/Art-A Ackerman	108.00
015876	07/14/2025	Vestis	Mop Service	454.29
015876	07/14/2025	Vestis	Towel Rental	85.97
015878	07/14/2025	WEX Fleet Universal	Fuel/June	177.59
Total for 06 - General Fund				81,894.71
07 - Federal Funds				
001260	07/14/2025	VISA	Hotel/Cops Grant-J Leis	659.68
Total for 07 - Federal Funds				659.68
08 - Local Option Budget				
015798	07/14/2025	Amazon Capital Services	Mop Buckets-D Ballman	80.96
015798	07/14/2025	Amazon Capital Services	Tape/Kybords/Mini PC/Chrg Sttn-B	1,470.94
015803	07/14/2025	Blue Valley Technologies	Internet/Phone/Fax	82.30
015805	07/14/2025	Cintas Fire Protection	Inspection and Maint./Jr Sr High	2,383.93
015814	07/14/2025	Edutek Solutions, LLC	One to One Subscription-B Dressman	1,995.00
015827	07/14/2025	IS Defender	Content filter renewal-B Dressman	4,400.00

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
08 - Local Option Budget				
015837	07/14/2025	KASB	eGovernance Solutions/BoardBook	6,000.00
015839	07/14/2025	KICS	District Liability Insurance	194,170.94
015844	07/14/2025	MarKan Sales Company	Toilet Paper-D Ballman	2,082.50
015850	07/14/2025	Palmer's Precision Pruning,	Landscape Maint.	260.00
015857	07/14/2025	Pur-O-Zone, Inc.	Refinish Gym Floor-D Ballman	5,740.00
015861	07/14/2025	School Health Corporation	Gloves-D Ballman	670.40
Total for 08 - Local Option Budget				219,336.97
13 - At Risk (K-12)				
015799	07/14/2025	Amplify	CKLA/Reading-J Doebele	1,624.00
015799	07/14/2025	Amplify	PREK ELA Curriculum-J Doebele	5,750.54
015826	07/14/2025	Imagine Learning	Sonday System Renewal-J Doebele	4,380.00
015826	07/14/2025	Imagine Learning	Sonday System/MTSS-T Woodcock	3,113.50
015829	07/14/2025	Jobs for America's Graduates-	JAG-K Program Affiliate Fee 25-26	14,238.00
015853	07/14/2025	Pittsburg State University/TASN	MTSS Registration-J Doeb/T Harr/C	2,100.00
015858	07/14/2025	Renaissance	Fastbridge Licenses-T Woodcock	3,016.00
015864	07/14/2025	Southeast Kansas Ed Service	XELLO Subscription-T Woodcock	1,957.00
Total for 13 - At Risk (K-12)				36,179.04
16 - Capital Outlay				
015812	07/14/2025	DCS Services, LLC	Fence Removal	5,000.00
015813	07/14/2025	Dollamur	Wrestling Mat-D Pretre	10,525.00
015816	07/14/2025	Gudenkauf Tree Service	Tree Removal	8,400.00
015817	07/14/2025	Hall Brothers, Inc.	Compact Millings/Ag Lot	5,141.40
015821	07/14/2025	Hometown Leasing	Copier Lease Payment	4,014.10
015828	07/14/2025	JAMF Software, LLC	JAMF Software Renewal-B Dressman	2,700.00
015831	07/14/2025	JourneyEd.com, Inc.	Microsoft Renewal-B Dressman	7,136.20
015854	07/14/2025	Pony Express Partnership for	"PAT" Rent/July	230.00
015856	07/14/2025	Powerschool Group, LLC	Applicant Tracking	2,517.43
015856	07/14/2025	Powerschool Group, LLC	PS SIS Hosting/Cert	4,076.42
015871	07/14/2025	Thermal Comfort Air, Inc.	Roof Top Inop	1,883.53
015872	07/14/2025	TK Elevator Corporation	Full Maint. Ag Shop	1,003.40
Total for 16 - Capital Outlay				52,627.48
24 - Food Service				
015797	07/14/2025	Accurate	Kitchen Supplies	0.00
015879	07/14/2025	Accurate	Kitchen Supplies	669.70
Total for 24 - Food Service				669.70
26 - Professional Development				
001261	07/14/2025	VISA/CITI	USA Conf./PO 00025109	573.78
015823	07/14/2025	Hubbard, Ashley A	Conf Meal Reimb	20.00
015864	07/14/2025	Southeast Kansas Ed Service	PREPaRE Wrkshp/Admin/Cnslrs	330.00
015864	07/14/2025	Southeast Kansas Ed Service	Wrkshp Stndrd Algnmnt/D Schroeder	30.00
Total for 26 - Professional Development				953.78
34 - Career & Post Secondary Education				
001261	07/14/2025	VISA/CITI	Camera Lens-K Hynek	144.00
001261	07/14/2025	VISA/CITI	Music Subscription-K Hynek	119.88
015801	07/14/2025	B & H Photo - Video	Mono Pods-K Hynek	395.76
015803	07/14/2025	Blue Valley Technologies	Internet/Phone/Fax	78.40
015846	07/14/2025	Matheson Tri-Gas, Inc.	Consumables- S Piepho	48.00

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
34 - Career & Post Secondary Education				
015870	07/14/2025	The Owl's Nest	Agriscience Course Curriculum-S	1,100.00
Total for 34 - Career & Post Secondary Education				1,886.04
55 - Student Revolving				
001259	07/14/2025	RevTrak, Inc.	Monthly Fees/June	37.50
Total for 55 - Student Revolving				37.50
56 - Elem. Bk Rental, Inst. Mat.				
015838	07/14/2025	Kendall Hunt Publishing	Math Student Wrkbk-J Doebele	9,000.00
Total for 56 - Elem. Bk Rental, Inst. Mat.				9,000.00
57 - Jr/Sr High Bk Ren, Inst. Mat.				
015804	07/14/2025	Bluum of Texas, LLC	Chromebooks-B Dressman	10,166.20
Total for 57 - Jr/Sr High Bk Ren, Inst. Mat.				10,166.20
63 - Bond and Interest				
015835	07/14/2025	Kansas State Treasurer	Bond Payment	1,044,310.13
Total for 63 - Bond and Interest				1,044,310.13
70 - Kids University				
015809	07/14/2025	Crawford, Tara J	Kids U Reimb	29.00
015811	07/14/2025	Curtis-Boese, Jessica E	Kids U Reimb	14.00
015877	07/14/2025	Wassenberg, Melissa	Kids U Reimb	70.00
Total for 70 - Kids University				113.00
78 - Coop Special Education				
001261	07/14/2025	VISA/CITI	Hotel/Newton-M Blacketer/A Smith	494.34
001261	07/14/2025	VISA/CITI	On Demand Workshops-R Sloop	148.00
001261	07/14/2025	VISA/CITI	Storage/Totes-A Smith	98.90
015798	07/14/2025	Amazon Capital Services	Classroom Supplies-A Smith	952.69
015798	07/14/2025	Amazon Capital Services	Dots/Sheets/Paper-A Smith	182.44
015798	07/14/2025	Amazon Capital Services	Special Education Sensory Room Items-	2,383.03
015798	07/14/2025	Amazon Capital Services	Storage Shelves-J Gurtler	1,350.96
015798	07/14/2025	Amazon Capital Services	Student Binders-M Downard	147.55
015802	07/14/2025	Blacketer, Megan A	Conf Meal Reimb	75.43
015803	07/14/2025	Blue Valley Technologies	Internet/Phone/Fax	193.72
015806	07/14/2025	City of Marysville	Water	217.68
015818	07/14/2025	Harries, Terry	College Reimb Hrs	200.00
015820	07/14/2025	Hawkinson, Deborah	Conf Meal Reimb	20.94
015821	07/14/2025	Hometown Leasing	Copier Lease Payment	822.17
015830	07/14/2025	Johnston, Hannah E	Meal Conf Reimb	20.00
015841	07/14/2025	Learning Tree Institute at	Reimb Medicaid Payment	267.39
015843	07/14/2025	LessonPix, Inc.	1 year renewal of LessonPix Group User	388.80
015849	07/14/2025	Nemaha Valley Community	OTR Hours/May	3,274.77
015855	07/14/2025	Postmaster	Stamps-J Gurtler	146.00
015856	07/14/2025	Powerschool Group, LLC	McRel Renewal	267.87
015862	07/14/2025	School Specialty LLC.	Table/Chair/Sensory Items-A Figge	800.66
015863	07/14/2025	Smith, Angela A	Conf Meal Reimb	75.52
015864	07/14/2025	Southeast Kansas Ed Service	Learning Backpacks IEPS 210	840.00
015864	07/14/2025	Southeast Kansas Ed Service	PREPaRE Wrkshp/Admin/Cnslrs	55.00
015864	07/14/2025	Southeast Kansas Ed Service	PREPaREm Wrkshp/D Hawkinson	55.00
Total for 78 - Coop Special Education				13,478.86
99 - Payroll Clearing				

Checks for Payment Listing

MARYSVILLE UNIF SCH DIST 364

Check Number	Check Date	Full Name	Description	Amount
99 - Payroll Clearing				
015845	07/14/2025	MASA	Ins Prem	518.00
015868	07/14/2025	Surency	July Prem, June Ded	335.93
015868	07/14/2025	Surency	June Prem, May Ded	357.95
Total for 99 - Payroll Clearing				1,211.88
Grand Total				1,472,524.97

Athletic Ledger for School Year 2024-2025

Account	Receipts	Expenses	Balance
Cross Country	-0-	704.00	-704.00
Football	14,160.00	4,804.32	9,355.68
Girls' Tennis	-0-	390.00	-390.00
Volleyball	6,717.00	6,156.91	560.90
Basketball	9,369.00	8,286.14	1,082.86
Wrestling	2,577.00	4,431.57	-1,854.57
Baseball	-0-	2,590.00	-2,590.00
Golf	-0-	1,785.00	-1,785.00
Boys' Tennis	-0-	225.00	-225.00
Softball	6,175.00	6,666.77	-491.77
Track	-0-	1,465.00	-1,465.00
JH Football	2,016.00	954.64	1,061.36
JH Volleyball	2,643.00	2,119.30	523.70
JH Wrestling	1,372.00	1,423.65	-51.65
JHGGB	1,938.00	2,453.47	-515.47
JHBBB	1,749.00	2,433.51	-684.51
JH Track	-0-	770.00	-770.00
Total	\$48,716.00	\$47,659.28	\$1,056.72

Junior High/Senior High Activity Account Bank Reconciliation

June - 2025

Statement Balance	\$336,609.08
Outstanding Checks	\$2,787.95

TOTAL BOOK BALANCE \$333,821.13

Current Cash Balance Report

SELECTED Data

Date: 06/01/2025 thru 06/30/2025

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A ATHLETICS					
1000 ATHLETICS	14,076.54	300.00	115.94	0.00	14,260.60
1007 CROSS COUNTRY	-704.00	0.00	0.00	0.00	-704.00
1012 FOOTBALL	9,355.68	0.00	0.00	0.00	9,355.68
1019 GIRL'S TENNIS	-390.00	0.00	0.00	0.00	-390.00
1029 VOLLEYBALL	560.09	0.00	0.00	0.00	560.09
1030 BASKETBALL	1,082.86	0.00	0.00	0.00	1,082.86
1046 WRESTLING	-1,854.57	0.00	0.00	0.00	-1,854.57
1053 BASEBALL	-2,590.00	0.00	0.00	0.00	-2,590.00
1060 GOLF	-1,835.00	0.00	-50.00	0.00	-1,785.00
1066 BOY'S TENNIS	-225.00	0.00	0.00	0.00	-225.00
1073 SOFTBALL	-491.77	0.00	0.00	0.00	-491.77
1078 TRACK	-1,465.00	0.00	0.00	0.00	-1,465.00
1105 J.H. FOOTBALL	1,061.36	0.00	0.00	0.00	1,061.36
1108 J.H. VOLLEYBALL	523.70	0.00	0.00	0.00	523.70
1120 J.H. WRESTLING	-51.65	0.00	0.00	0.00	-51.65
1123 J.H. GIRL'S BASKETBALL	-515.47	0.00	0.00	0.00	-515.47
1126 J.H. BOY'S BASKETBALL	-684.51	0.00	0.00	0.00	-684.51
1132 J.H. TRACK	-770.00	0.00	0.00	0.00	-770.00
A ATHLETICS Totals:	15,083.26	300.00	65.94	0.00	15,317.32
B CLASSES					
2020 CLASS OF 2020	1,479.59	0.00	0.00	0.00	1,479.59
2021 CLASS OF 2021	193.57	0.00	0.00	0.00	193.57
2022 CLASS OF 2022	17.91	0.00	0.00	0.00	17.91
2023 CLASS OF 2023	167.35	0.00	0.00	0.00	167.35
2024 CLASS OF 2024	173.69	0.00	0.00	0.00	173.69
2025 CLASS OF 2025	944.74	0.00	119.11	0.00	825.63
2026 CLASS OF 2026	1,464.98	0.00	0.00	0.00	1,464.98
2027 CLASS OF 2027	3,000.53	0.00	0.00	0.00	3,000.53
2028 CLASS OF 2028	1,182.15	0.00	0.00	0.00	1,182.15
B CLASSES Totals:	8,624.51	0.00	119.11	0.00	8,505.40
C CLUBS					
3000 S.H. ANNUAL	20,537.65	320.00	0.00	0.00	20,857.65
3002 BULLDOG CLUB	9,447.73	0.00	0.00	0.00	9,447.73
3003 BAND CLUB	4,049.61	0.00	0.00	0.00	4,049.61
3004 FBLA	25,485.39	0.00	2,222.46	0.00	23,262.93
3005 F.F.A.	35,378.42	100.00	1,800.17	0.00	33,678.25
3006 F.C.C.L.A.	17,925.91	0.00	0.00	0.00	17,925.91
3008 KAYS	953.57	0.00	0.00	0.00	953.57
3009 M-CLUB	12,815.61	0.00	0.00	0.00	12,815.61
3010 S.H. STUDENT COUNCIL	4,348.68	0.00	0.00	0.00	4,348.68
3011 MATMAIDS	565.76	0.00	0.00	0.00	565.76
3013 ART CLUB	2,405.91	0.00	0.00	0.00	2,405.91
3014 DRAMA CLUB	1,344.28	0.00	0.00	0.00	1,344.28
3015 KSCFL	486.67	0.00	0.00	0.00	486.67
3016 VOCAL MUSIC CLUB	1,662.25	0.00	0.00	0.00	1,662.25
3017 WRESTLING CLUB	12,190.25	0.00	0.00	0.00	12,190.25
3019 S.A.D.D.	988.93	0.00	0.00	0.00	988.93
3020 CHEERLEADERS	6,467.17	400.00	1,412.50	0.00	5,454.67
3021 SCHOLARS' BOWL	109.17	0.00	0.00	0.00	109.17
3026 GBB CLUB	4,701.42	60.00	283.00	0.00	4,478.42
3027 BBB CLUB	7,239.24	460.00	0.00	0.00	7,699.24
3028 VB CLUB	1,044.85	0.00	0.00	0.00	1,044.85

Current Cash Balance Report

SELECTED Data

Date: 06/01/2025 thru 06/30/2025

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
3029 SOFTBALL CLUB	7,455.73	0.00	0.00	0.00	7,455.73
3030 BASEBALL CLUB	1,891.99	0.00	0.00	0.00	1,891.99
3031 TENNIS - GIRLS	850.74	0.00	0.00	0.00	850.74
3032 TENNIS - BOY'S	827.05	0.00	0.00	0.00	827.05
3037 J.H. WRESTLING CLUB	715.79	0.00	0.00	0.00	715.79
3038 GOLF CLUB	874.64	0.00	0.00	0.00	874.64
3041 YOGOWYPI	605.89	0.00	0.00	0.00	605.89
3042 SPANISH CLUB	460.42	0.00	0.00	0.00	460.42
3043 TRACK CLUB	663.54	0.00	0.00	0.00	663.54
3044 CROSS COUNTRY CLUB	986.86	0.00	0.00	0.00	986.86
3045 NATIONAL HONOR SOCIETY CLUB	532.25	0.00	0.00	0.00	532.25
3048 VIDEOGRAPHY CLUB	1,151.41	0.00	0.00	0.00	1,151.41
3049 PHOTO SERVICES	26.85	0.00	0.00	0.00	26.85
3051 BIOLOGY CLUB	4,616.47	0.00	0.00	0.00	4,616.47
3052 POPULAR MUSIC LAB	3.82	0.00	0.00	0.00	3.82
3055 FOOTBALL CLUB	4,036.00	0.00	0.00	0.00	4,036.00
3056 TRI-M CLUB	1.00	0.00	0.00	0.00	1.00
3062 FFA CATTLE FUND	3,061.80	0.00	0.00	0.00	3,061.80
3063 COLOR GUARD	421.12	0.00	0.00	0.00	421.12
3064 ROBOTICS CLUB	606.86	0.00	0.00	0.00	606.86
3065 LIFE SKILLS	1,337.46	0.00	0.00	0.00	1,337.46
3066 FFA GREENHOUSE	5,490.30	0.00	0.00	0.00	5,490.30
3069 DANCE	2,631.03	0.00	0.00	0.00	2,631.03
C CLUBS Totals:	209,397.49	1,340.00	5,718.13	0.00	205,019.36
D SCHOLARSHIPS					
4004 SCHOLARSHIPS	600.00	0.00	600.00	0.00	0.00
D SCHOLARSHIPS Totals:	600.00	0.00	600.00	0.00	0.00
E STUDENT REVOLVING					
5002 IND. ARTS-SIEMENS	0.00	0.00	0.00	0.00	0.00
5005 S.H. & J.H. BOOK RENTALS	0.00	50.00	50.00	0.00	0.00
5007 MARYSVILLE METAL WORKS	691.65	0.00	0.00	0.00	691.65
5008 AG LAB ROOM	335.31	0.00	0.00	0.00	335.31
E STUDENT REVOLVING Totals:	1,026.96	50.00	50.00	0.00	1,026.96
F JR. HIGH					
6002 J.H. STUDENT COUNCIL	2,398.33	0.00	0.00	0.00	2,398.33
F JR. HIGH Totals:	2,398.33	0.00	0.00	0.00	2,398.33
G MISC.					
3061 CONCESSIONS	2,017.96	0.00	13.90	0.00	2,004.06
3070 SPED VENDING	659.15	159.70	0.00	0.00	818.85
3071 JAG	73.43	0.00	0.00	0.00	73.43
7001 OPERATING EXPENSE	1,333.67	0.00	0.00	0.00	1,333.67
7008 LIBRARY FEES	2,140.92	42.00	0.00	0.00	2,182.92
7009 PEPSI	4,506.04	0.00	0.00	0.00	4,506.04
7013 MARSHALL CO. SPEECH EXPERIENCE	234.83	0.00	0.00	0.00	234.83
7014 SCHOOL SUPPLIES	55,727.30	0.00	0.00	0.00	55,727.30
7016 COURTESY FUND	70.70	0.00	0.00	0.00	70.70
7017 ATHLETICS/ACTIVITIES IMPROVEMENT	16,070.33	0.00	0.00	0.00	16,070.33
G MISC. Totals:	82,834.33	201.70	13.90	0.00	83,022.13
H ACTIVITY TICKETS					
8000 ACTIVITY TICKETS	9,609.88	318.20	0.00	0.00	9,928.08
8001 S.H. & J.H. REVENUE	6,798.75	0.00	0.00	0.00	6,798.75
8003 MARYSVILLE ELEM.-REVENUE	1,178.64	0.00	0.00	0.00	1,178.64
8005 GOOD SHEPHERD -REVENUE	165.75	0.00	0.00	0.00	165.75

SELECTED Data

Current Cash Balance Report

Arranged by:
Group ID and Activity Number

Date: 06/01/2025 thru 06/30/2025

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
8006 ST. GREGORY'S -REVENUE	460.41	0.00	0.00	0.00	460.41
H ACTIVITY TICKETS Totals:	18,213.43	318.20	0.00	0.00	18,531.63
Report Totals:	338,178.31	2,209.90	6,567.08	0.00	333,821.13

Bank Statement Reconciliation Summary

1. Statement Balance	41,173.64
2. - Outstanding Checks	0.00
3. + Outstanding Receipts	<u>0.00</u>
4. Total	41,173.64
5. + Investments	<u>0.00</u>
6. Book Balance	41,173.64

UNIFIED SCHOOL DISTRICT #364

DEPOSITORY SECURITY

as of June 30, 2025

SECURITY PLEDGED

<u>BANK</u>	<u>FDIC COVERAGE</u>	<u>FHL BANK CREDIT</u>	<u>PAR VALUE</u>	<u>MKT VALUE</u>	<u>TOTAL COVERAGE</u>	<u>DDA & CHECKING BALANCE</u>
<u>Citizen State Bank</u>						
USD 364-Foundation	\$250,000.00		\$850,000.00	\$786,130.00	\$1,036,130.00	\$336,132.00
District Funds	\$250,000.00	\$1,700,000.00	\$9,465,904.00	\$7,657,627.00	\$9,607,627.00	\$8,930,795.49
USD 364-Scholarships						\$396,495.51

DATE	CHECK	DESCRIPTION	RECEIPTS	DISBURSE- MENTS	BALANCE
7/9/2024		Balance Forward			\$ -
7/16/2024		Deposit - USD 364	\$ 1,500.00		\$ 1,500.00
7/31/2024		Balance Forward			\$ 1,500.00
8/13/2024		Returned Deposit Item		\$ 10.00	\$ 1,490.00
8/13/2024		Charge Back Item Check 141651		\$ 195.00	\$ 1,295.00
8/14/2024		Returned Deposit Item		\$ 10.00	\$ 1,285.00
8/14/2024		Charge Back Item Check 3648		\$ 75.00	\$ 1,210.00
9/1/2024		Balance Forward			\$ 1,210.00
9/25/2024		Deposit: M. Blacketer Payment+handling charge	\$ 85.00		\$ 1,295.00
9/25/2024	1114	Mail Budget to KSDE		\$ 10.35	\$ 1,284.65
9/27/2024		Depsoit: S. Faith Payment+handling charge	\$ 205.00		\$ 1,489.65
10/1/2024		Balance Forward			\$ 1,489.65
10/16/2024		USPS Mail Service	\$ 10.35		\$ 1,500.00
11/1/2024		Balance Forward			\$ 1,500.00
12/1/2024		Balance Forward			\$ 1,500.00
1/1/2025		Balance Forward			\$ 1,500.00
2/1/2025		Balance Forward			\$ 1,500.00
3/1/2025		Balance Forward			\$ 1,500.00
3/8/2025	1115	Postmaster		\$ 13.20	\$ 1,486.80
3/11/2025		Deposit - USD 364	\$ 13.20		\$ 1,500.00
3/14/2025	1116	Kiwanis Banquet Tickets		\$ 143.00	\$ 1,357.00
3/14/2025	1117	MS Co. Treasurer- Chevy Colorado Tags		\$ 32.75	\$ 1,324.25
4/7/2025		Balance Forward			\$ 1,324.25
4/24/2025		Deposit - Tags Chevy Equinox/Kiwanas Tickets	\$ 175.75		\$ 1,500.00
4/24/2025		Balance Forward			\$ 1,500.00
5/29/2025	1118	Tags for Chevy Traverse		\$ 32.75	\$ 1,467.25
5/26/2025		Balance Forward			\$ 1,467.25
6/11/2025		Deposit - Tags for Traverse Reimb	\$ 32.75		\$ 1,500.00
6/30/2025		Check- Zero Out Petty Cash		\$ 1,500.00	\$ -
6/30/2025	1119	Check - Budget Wrkshp Meal	\$ 15.00		\$ 15.00
6/30/2025		Deposit - Reimb Petty Cash		\$ 15.00	\$ -

4/2/2025	33740	What I look like when I am happy	Johansen	Low circulation; outdated
4/2/2025	33742	What I look like when I am angry	Johansen	Low circulation; outdated
4/2/2025	33739	What I look like when I am confused	Randolph	Low circulation; outdated
4/2/2025	33743	What I look like when I am sad	Randolph	Low circulation; outdated
4/2/2025	33741	What I look like when I am surprised	Shepherd	Low circulation; outdated
4/2/2025	33738	What I look like when I am scared	Shepherd	Low circulation; outdated
5/14/2025	32775	A Frog in the Bog	Wilson	Damaged beyond repair
5/21/2025	10274	Doctors help people	Moses	Outdated non-fiction
5/21/2025	10280	Pilots fly planes	Robinson	Outdated non-fiction
5/21/2025	28341	Zookeepers care for people	Moses	Outdated non-fiction
5/21/2025	10276	Veterinarians help animals	Greene	Outdated non-fiction
5/21/2025	10287	At the space center	Greene	Outdated non-fiction
5/21/2025	10279	Astronauts work in space	Greene	Outdated non-fiction
5/21/2025	16571	War vehicles	Maynard	Outdated non-fiction
5/21/2025	16572	Artillery	Gander	Outdated non-fiction
5/21/2025	16563	The Age of Chivalry	Funcken	Outdated non-fiction
5/21/2025	16565	The Napoleonic Wars	Funcken	Outdated non-fiction
5/21/2025	28336	At the bank	Sirimarco	Outdated non-fiction
5/21/2025	16548	The Bill of Rights and beyond		Outdated non-fiction
5/21/2025	11060	Geography: An illustrated a-z glossary	Lester	Outdated non-fiction
5/21/2025	16622	Safety first - fire	Klingel	Outdated non-fiction
5/21/2025	10304	Truck drivers deliver goods	Greene	Outdated non-fiction
5/21/2025	16549	The fights over rights	Deegan	Outdated non-fiction
5/21/2025	16551	A revolutionary idea	Deegan	Outdated non-fiction
5/21/2025	16550	Freedom of speech	Deegan	Outdated non-fiction
5/21/2025	16552	The right to bear arms	Deegan	Outdated non-fiction
5/21/2025	16553	Search and seizure	Deegan	Outdated non-fiction
5/21/2025	24183	Shh! We're writing the Constitution	Fritz	Outdated non-fiction
5/21/2025	16554	The first book of the Constitution	Morris	Outdated non-fiction
5/21/2025	34807	Learning about the settlement of the Americas	Wirkner	Outdated non-fiction
5/21/2025	34808	Learning about life in the new American Nation	Wirkner	Outdated non-fiction
5/21/2025	34803	Learning about America's colonial period	Wirkner	Outdated non-fiction
5/21/2025	30653	Arthur's really helpful bedtime stories	Brown	One check-out in over 20 years
5/21/2025	16791	Cinderella	Brown	Poor condition; old paperback book

5/21/2025	23618	Borreguita and the coyote	Aardemz	Poor condition
5/21/2025	28937	Ackamarackus	Lester	Liquid damage to top of the book
5/21/2025	39573	A crazy day at the critter cafe	Odanaka	Poor condition; paperback book
5/21/2025	21426	The mystery cruise	Warner	Poor condition
5/21/2025	12967	The mystery of the missing cat	Warner	Poor condition
5/21/2025	21424	The mystery of the hidden painting	Warner	Poor condition
5/21/2025	21411	The camp out mystery	Warner	Poor condition
5/21/2025	21433	The amusement park mystery	Warner	Poor condition
5/21/2025	21450	The haunted cabin mystery	Warner	Poor condition
5/21/2025	31164	Bobby bobcat	Sargent	Poor condition
5/21/2025	31157	Sweep	Sargent	Poor condition
5/21/2025	29852	The Berenstain Bears and the nerdy nephew	Berenstain	Poor condition
5/21/2025	32073	June B, first grader: boss of lunch	Park	Poor condition; paperback book; duplicate copy
5/21/2025	40835	Billie B Brown: The night fright	Rippin	Poor condition
5/21/2025	26148	The Berenstain Bears in maniac mansion	Berenstain	Poor condition
5/21/2025	27475	Ghosts don't eat potato chips	Dadey	Poor condition; duplicate copy
5/21/2025	27510	Martians don't take temperatures	Dadey	Poor condition
5/21/2025	22406	Herbie Jones and the class gift	Kline	Poor condition
5/21/2025	36500	Dear dumb diary #1: Let's pretend this never happ	Benton	Low circulation
5/21/2025	36501	Dear dumb diary #2: My pants are haunted	Benton	Low circulation
5/21/2025	36502	Dear dumb diary #3: Am I the princess or the frog?	Benton	Low circulation
5/21/2025	36503	Dear dumb diary #4: Never do anything, ever	Benton	Low circulation
5/21/2025	36504	Dear dumb diary #5: Can adults become human?	Benton	Low circulation
5/21/2025	30848	Prairie school	Avi	Low circulation
5/21/2025	24475	Meet Samantha	Adler	Low circulation; 2 checkouts in over 20 years
5/21/2025	26021	Washington Wizards	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26008	San Antonio Spurs	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26005	Houston Rockets	Goodman	Published in 1998; ordered an updated set
5/21/2025	26018	Minnesota Timberwolves	Nichols	Published in 1998; ordered an updated set
5/21/2025	26012	Charlotte Hornets	Nichols	Published in 1998; ordered an updated set
5/21/2025	26035	Atlanta Hawks	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26036	Philadelphia 76ers	Goodman	Published in 1998; ordered an updated set
5/21/2025	26003	Cleveland Cavaliers	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26034	Milwaukee Bucks	Harris	Published in 1998; ordered an updated set

5/21/2025	26017	Golden State Warriors	Goodman	Published in 1998; ordered an updated set
5/21/2025	26026	Utah Jazz	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26024	Los Angeles Lakers	Goodman	Published in 1998; ordered an updated set
5/21/2025	26010	Phoenix Suns	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26015	Vancouver Grizzlies	Goodman	Published in 1998; ordered an updated set
5/21/2025	26019	New Jersey Nets	Harris	Published in 1998; ordered an updated set
5/21/2025	26025	Toronto Raptors	Goodman	Published in 1998; ordered an updated set
5/21/2025	26014	Portland Trail Blazers	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26006	New York Knicks	Goodman	Published in 1998; ordered an updated set
5/21/2025	26033	Miami Heat	Nichols	Published in 1998; ordered an updated set
5/21/2025	26037	Seattle Supersonics	Goodman	Published in 1998; ordered an updated set
5/21/2025	26013	Indiana Pacers	Rambeck	Published in 1998; ordered an updated set
5/21/2025	26023	Denver Nuggets	Goodman	Published in 1998; ordered an updated set
5/21/2025	26011	Boston Celtics	Goodman	Published in 1998; ordered an updated set
5/21/2025	26022	Chicago Bulls	Goodman	Published in 1998; ordered an updated set
5/21/2025		set of My Letter Library	Mazzeo	Not great circulation, damage to several books; offered to K-1 teachers

6/17/2025	31028	Cell	King	Low circulation
6/17/2025	13478	The Hearts of Soldiers	Schroeder	Poor condition; low circulation
6/17/2025	13522	Things Unspoken	Sheen	Damaged beyond repair; low circulation
6/17/2025	14234	Dead Ringer	Scottoline	Low circulation
6/17/2025	30219	Dancing in my nuddy-pants	Rennison	Low circulation
6/17/2025	30209	Away laughing on a fast camel	Rennison	Low circulation
6/17/2025	10825	Knocked out by my nunga-nungas	Rennison	Low circulation
6/17/2025	16079	Over on the dry side	L'Amour	Poor condition; low circulation
6/17/2025	11879	Lasher	Rice	Low circulation
6/17/2025	14543	The Witching Hour	Rice	Low circulation
6/17/2025	17399	Simply Alice	Naylor	Poor condition; low circulation
6/17/2025	18070	The Haymeadow	Paulsen	Poor condition; low circulation
6/17/2025	16806	Field trip	Paulsen	Low circulation
6/17/2025	18941	Time benders	Paulsen	Low circulation
6/17/2025	15305	The Car	Paulsen	Low circulation
6/17/2025	10852	Scarlett	Ripley	Low circulation
6/17/2025	22309	The Glory Field	Myers	Poor condition; low circulation
6/17/2025	16351	Fallen angels	Myers	Low circulation
6/17/2025	25236	The Blue Castle	Montgomery	Low circulation
6/17/2025	16318	Anne of Windy Poplars	Montgomery	Low circulation
6/17/2025	22728	Anne's house of dreams	Montgomery	Low circulation
6/17/2025	14688	The Courtship of Princess Leia	Wolverton	Low circulation
6/17/2025	14705	The Truce at Bakura	Tyers	Poor condition paperback; low circulation
6/17/2025	14881	Welcome to Camp Nightmare	Stine	Poor condition; low circulation
6/17/2025	14864	Stay out of the basement	Stine	Poor condition; low circulation
6/17/2025	12160	Small Steps	Sachar	Low circulation
6/17/2025	18030	Red Rider's Hood	Shusterman	Low circulation
6/17/2025	16413	Dread locks	Shusterman	Low circulation
6/17/2025	16418	Duckling ugly	Shusterman	Low circulation
6/17/2025	16523	Sugar	Rhodes	Low circulation
6/17/2025	12626	Then he ate my boy entrancers	Rennison	Low circulation
6/17/2025	29034	On the bright side, I'm now the girlfriend of a sex god	Rennison	Low circulation
6/17/2025	14766	The Haunted Mask	Stine	Poor condition; low circulation

6/17/2025	11089	The Wrong Number 2	Stine	Poor condition; low circulation
6/17/2025	12673	The Second Horror	Stine	Poor condition; low circulation
6/17/2025	14790	Monster Blood	Stine	Poor condition; low circulation
6/17/2025	14769	Let's get invisible!	Stine	Poor condition; low circulation
6/17/2025	17324	Return of the Mummy	Stine	Poor condition; low circulation
6/17/2025	33310	The First Horror	Stine	Poor condition; low circulation
6/17/2025	11598	It came from beneath the sink!	Stine	Poor condition; low circulation
6/17/2025	12997	Peak	Smith	Duplicate copy; poor condition; low circulation
6/17/2025	10601	Now You See Her	Patterson	Low circulation
6/17/2025	18907	Silent Night	Stine	Poor condition; low circulation
6/17/2025	12266	The New girl	Stine	Poor condition; low circulation
6/17/2025	22221	The Bourne Ultimatum	Ludlum	Poor condition; low circulation
6/17/2025	16166	The Bourne Supremacy	Ludlum	Poor condition; low circulation
6/17/2025	16165	The Bourne Identity	Ludlum	Poor condition; low circulation
6/17/2025	14725	Be careful what you wish for...	Stine	Poor condition
6/17/2025	14883	Welcome to dead house	Stine	Poor condition
6/17/2025	11950	Broken Hearts	Stine	Poor condition
6/17/2025	23643	Spore	Whitman	Poor condition; low circulation
6/17/2025	23553	The Doomsday Ship	Whitman	Poor condition; low circulation
6/17/2025	14590	Heir to the Empire	Zahn	Poor condition; low circulation
6/17/2025	12326	The Isabel Factor	Friesen	Low circulation
6/17/2025	18023	Team Yankee	Coyle	Low circulation
6/17/2025	11022	Hong Kong	Coonts	Low circulation
6/17/2025	23541	Congo	Crichton	Poor condition; low circulation
6/17/2025	31017	Parvana's journey	Ellis	Low circulation
6/17/2025	30272	Stone heart: a novel of Sacajawea	Glancy	Low circulation
6/17/2025	11300	If I ever get out of here	Gansworth	Low circulation
6/17/2025	15581	Double helix	Werlin	Poor condition; low circulation
6/17/2025	25465	Passager	Yolen	Low circulation
6/17/2025	15595	Putting makeup on the fat boy	Wright	Low circulation
6/17/2025	10650	Utah Blaine	L'Amour	Poor condition; low circulation
6/17/2025	27789	Tucker	L'Amour	Poor condition; low circulation
6/17/2025	22233	Trouble shooter	L'Amour	Poor condition; low circulation

6/17/2025	29040	The Trail to Seven Pines	L'Amour	Poor condition; low circulation
6/17/2025	22190	The Sky-liners	L'Amour	Poor condition; low circulation
6/17/2025	22489	War Party	L'Amour	Poor condition; low circulation
6/17/2025	29029	West of Dodge	L'Amour	Poor condition; low circulation
6/17/2025	22657	The Warrior's Path	L'Amour	Poor condition; low circulation
6/17/2025	23400	Where the Long Grass Blows	L'Amour	Poor condition; low circulation
6/17/2025	19618	The Walking Drum	L'Amour	Poor condition; low circulation
6/17/2025	22713	The Lost World	Crichton	Poor condition; low circulation
6/17/2025	23715	We'll Meet Again	Clark	Poor condition; low circulation
6/17/2025	19216	Hondo	L'Amour	Poor condition; low circulation
6/17/2025	12328	Trace	Cornwell	Low circulation
6/17/2025	12129	To the far blue mountains	L'Amour	Poor condition; low circulation
6/17/2025	12253	How the west was won	L'Amour	Poor condition; low circulation
6/17/2025	22441	The Haunted Mesa	L'Amour	Poor condition; low circulation
6/17/2025	22117	Callaghen	L'Amour	Poor condition; low circulation
6/17/2025	17871	The Story of Diana	Hall	Poor condition; low circulation
6/17/2025	15658	Andrew Jackson	Andrist	Poor condition; low circulation
6/17/2025	20243	The Mountain Men	Collins	Low circulation
6/17/2025	30103	Chief Crazy Horse	Cunningham	No circulation
6/17/2025	25303	The California Missions	Anderson	No circulation
6/17/2025	13465	The Way Things Never Were	Finkelstein	Low circulation
6/17/2025	17785	Angel of the Battlefield	Ross	Low circulation
6/17/2025	15467	Marie Antoinette	Messner	Poor condition; low circulation
6/17/2025	14467	The Encyclopedia of North American Indian tribes	Yenne	Poor condition; low circulation
6/17/2025	15682	John F Kennedy and the new generation	Burner	Outdated; low circulation
6/17/2025	14503	Ted Kennedy	Sapet	Low circulation
6/17/2025	15603	Geronimo	Barrett	Low circulation
6/17/2025	15536	Custer's Last Stand	Reynolds	Poor condition; low circulation
6/17/2025	22882	A Nation Torn	Ray	Low circulation
6/17/2025	11076	Biographies of the Civil War	Hollar	Low circulation
6/17/2025	23467	Underground Railroad		Low circulation
6/17/2025	22184	The Earliest Americans	Sattler	Poor condition; low circulation
6/17/2025	18392	The Revolutionary War	Stewart	Poor condition; low circulation

6/17/2025	18395	The Indian Wars	Nardo	Low circulation
6/17/2025	11384	Barefoot Heart	Hart	Low circulation
6/17/2025	15274	The European Exploration of America	Nardo	Low circulation
6/17/2025	17249	Egyptian Islamic Jihad	Orr	Low circulation
6/17/2025	13242	Libya	Gottfried	Outdated; low circulation
6/17/2025	10246	The Cold War	Barker	Poor condition; low circulation
6/17/2025	13247	Racism in the autobiography of Malcolm x	Nasso	No circulation
6/17/2025	16099	Glenn Beck	Novak	Outdated; low circulation
6/17/2025	12339	The Militia movement in America	Andryszewski	Outdated; low circulation
6/17/2025	11070	Political systems, structures, and functions	Duignan	No circulation
6/17/2025	14258	Teen pregnancy	Williams	No circulation
6/17/2025	10250	Teen fathers	Lang	Outdated; no circulation
6/17/2025	11419	Crossing over	Martinez	Low circulation
6/17/2025	10230	Coping with Teen Parenting	Beyer	Outdated; low circulation
6/17/2025	21136	Skateboarding	Italia	Low circulation
6/17/2025	25285	Tony Hawk: Skateboarding Champion	Wingate	Low circulation
6/17/2025	25283	Complete book of skateboards and skateboarding gear	Wingate	Low circulation
6/17/2025	25281	A Beginner's guide to very cool skateboarding	Wingate	Low circulation
6/17/2025	25284	Advanced skateboarding	Rosenberg	Low circulation
6/17/2025	25280	Skateboarding in the X games	Murdico	Low circulation
6/17/2025	25282	Street luge and dirtboarding	Murdico	Low circulation
6/17/2025	14284	Amazonia	Powell	Low circulation
6/17/2025	13334	Presidents of the United States	Lengyel	Only goes through Nixon; damaged; low circulation
6/24/2025	11731	Singing my him song	McCourt	No circulation since 2000
6/25/2024	18919	Madeleine Albright	Burgan	No circulation since 2007
6/25/2024	19630	Jim Thorpe	Bernotas	No circulation since 2007
6/25/2024	22722	Emmitt Smith	Thornley	No circulation since 2007; poor condition
6/25/2024	18104	Jackie Robinson	Scott	No circulation since 2007
6/25/2024	22199	Frida Kahlo	Garza	No circulation since 2007; poor condition
6/25/2024	22421	Diego Rivera	Cockcroft	No circulation since 2007
6/25/2024	22434	Francisco Goya	Richardson	No circulation since 2007
6/25/2024	22143	Margaret Bourke-White	Daffron	No circulation since 2007
6/25/2024	30106	Jesse Ventura	Greenberg	No circulation since 2007; outdated

6/25/2024	13523	Mikhail Gorbachev	Kort	No circulation since 2007
6/25/2024	11277	Sandra Day O'Connor	Huber	No circulation since 2007
6/25/2024	13240	Mohandas Gandhi the power of the spirit	Sherrow	No circulation since 2007
6/25/2024	11471	Susan B Anthony	Weisberg	No circulation since 2007
6/25/2024	17829	Better known as Johnny Appleseed	Hunt	No circulation ever. And the book was published in 1950
6/25/2024	15725	George Lucas	Lerner	No circulation since 1997 and super outdated
6/25/2024	25376	Richard Petty "the king"	Teitelbaum	No circulation since 2007
6/25/2024	15544	Emily Dickinson	Thayer	No circulation since 2007
6/25/2024	13300	The Brontes and their world	Bentley	No circulation since 2007
6/25/2024	13328	Nelson and Winnie Mandela	Hoobler	No circulation since 2007; outdated
6/25/2024	15587	Benjamin Franklin		No circulation since 1998
6/25/2024	17753	Abigail Adams	Bobbe	No circulation ever. And the book was published in 1966
6/25/2024	17890	Mamie Doud Eisenhower	Brandon	No circulation since 1997
6/25/2024	17986	Jacqueline Bouvier Kennedy	Thayer	No circulation since 1997
6/25/2024	17866	Leonardo DaVinci	Levinger	No circulation since 1993
6/25/2024	18057	Napoleon	Maurois	No circulation since 2005

MARYSVILLE UNIFIED SCHOOL DISTRICT #364

Report of Transportation
Year to Date Through June 2025

	Activity Bus	Chevy Truck	Activity Bus	Traverse			
Transportation Report	Bus 1	Bus 2	Bus 3	Bus 5	Bus 6	Bus 7	Bus 8
Mileage	7,867	902	9,615	3,332	0	0	0
Amount paid drivers for Act. Trips	\$0.00	\$0.00	\$1,554.30	\$0.00	\$0.00	\$0.00	\$0.00
Gas							
Gallons	1291.1	38.0	1348.3	160.2	0.0	0.0	0.0
TOTAL Cost	\$3,933.68	\$101.95	\$4,106.98	\$431.14	\$0.00	\$0.00	\$0.00
Cost per gallon	\$3.0468	\$2.6829	\$3.0460	\$2.6906	#DIV/0!	#DIV/0!	#DIV/0!
Oil							
Quarts	17	6	34	12	0	0	0
Cost	\$63.81	\$23.63	\$176.79	\$47.05	\$0.00	\$0.00	\$0.00
Parts	\$9,421.10	\$89.49	\$6,088.56	\$416.68	\$0.00	\$0.00	\$23.26
Labor	\$1,991.92	\$47.50	\$1,288.46	\$0.00	\$0.00	\$0.00	\$378.96
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$969.00	\$0.00	\$0.00	\$0.00
Drivers Salary	\$9,746.24	\$0.00	\$8,792.89	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Mile	\$3.8054	\$0.2911	\$2.5074	\$0.5594	#DIV/0!	#DIV/0!	#DIV/0!
Year to Date Cost	\$29,937.44	\$262.57	\$24,108.64	\$1,863.87	\$0.00	\$0.00	\$402.22

		Maintenance			ERC CAR		Activity Bus	
Transportation Report	Bus 9	Bus 10	Bus 11	Bus 12	Bus 14	Bus 15	Bus 16	
Mileage	0	8,666	1,286	5,523	11,559	9,188	11,971	
Amount paid drivers for Act. Trips	\$0.00	\$220.83	\$0.00	\$0.00	\$224.64	\$790.13	\$0.00	
Gas								
Gallons	0.0	1325.0	138.0	242.6	1209.8	920.0	1227.6	
TOTAL Cost	\$0.00	\$4,068.04	\$365.52	\$646.13	\$3,217.93	\$2,443.79	\$3,265.45	
Cost per gallon	#DIV/0!	\$3.0702	\$2.6487	\$2.6631	\$2.6599	\$2.6563	\$2.6600	
Oil								
Quarts	0	44	6	0	30	18	12	
Cost	\$0.00	\$227.94	\$31.29	\$0.00	\$117.05	\$69.04	\$47.39	
Parts	\$0.00	\$0.00	\$1,134.78	\$0.00	\$45.83	\$306.12	\$247.38	
Labor	\$0.00	\$0.00	\$627.00	\$0.00	\$0.00	\$95.00	\$0.00	
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$457.50	\$0.00	\$778.00	
Drivers Salary	\$0.00	\$12,056.47	\$0.00	\$0.00	\$14,120.81	\$12,790.00	\$20,173.35	
Cost Per Mile	#DIV/0!	\$2.7308	\$1.8350	\$0.1652	\$0.0000	\$0.0000	\$2.3494	
Year to Date Cost	\$0.00	\$23,665.44	\$2,359.79	\$912.38	\$0.00	\$0.00	\$28,125.11	

Passenger Car

Transportation Report	Bus 17	Bus 18	Bus 19	Bus 20	Bus 21	Bus 22	Bus 23
Mileage	5,438	15,327	0	4,099	11,584	2,031	12,695
Amount paid drivers for Act. Trips	\$0.00	\$0.00	\$0.00	\$4,503.58	\$140.11	\$0.00	\$0.00
Gas							
Gallons	216.2	483.6	0.0	557.0	1140.6	141.5	787.9
TOTAL Cost	\$574.68	\$1,287.40	\$0.00	\$1,685.31	\$3,031.41	\$373.41	\$2,111.16
Cost per gallon	\$2.6581	\$2.6619	#DIV/0!	\$3.0257	\$2.6577	\$2.6389	\$2.6793
Oil							
Quarts	5	18	0	0	18	6	12
Cost	\$19.37	\$97.17	\$0.00	\$0.00	\$77.07	\$21.59	\$48.89
Parts	\$80.22	\$7.49	\$0.00	\$704.29	\$14.99	\$255.88	\$63.98
Labor	\$95.00	\$0.00	\$0.00	\$1,515.84	\$0.00	\$285.00	\$0.00
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$497.45	\$0.00	\$0.00	\$0.00
Drivers Salary	\$0.00	\$0.00	\$0.00	\$43.11	\$11,546.24	\$0.00	\$194.01
Cost Per Mile	\$0.3053	\$0.1779	#DIV/0!	\$2.3455	\$1.4717	\$0.8170	\$0.2338
Year to Date Cost	\$1,660.34	\$2,726.81	\$1,350.22	\$9,614.38	\$17,047.95	\$1,659.26	\$2,968.00

						Special Ed.	Special Ed.
Transportation Report	Bus 24	Bus 25	Bus 26	Bus 27	Bus 28	Bus 29	Bus 30
Mileage	12,271	5,772	220	0	2,060	737	725
Amount paid drivers for Act. Trips	\$0.00	\$2,415.41	\$0.00	\$0.00	\$1,720.18	\$0.00	\$0.00
Gas							
Gallons	784.5	853.0	28.0	0.0	252.5	97.5	112.5
TOTAL Cost	\$2,098.45	\$2,614.74	\$76.47	\$0.00	\$769.55	\$254.35	\$299.36
Cost per gallon	\$2.6750	\$3.0653	\$2.7311	#DIV/0!	\$3.0477	\$2.6087	\$2.6610
Oil							
Quarts	12	17	0	0	17	6	6
Cost	\$63.08	\$59.43	\$0.00	\$0.00	\$113.93	\$21.57	\$21.89
Parts	\$0.00	\$0.00	\$0.00	\$0.00	\$1,132.85	\$19.99	\$0.00
Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$631.60	\$0.00	\$0.00
Tires & Tubes	\$20.00	\$1,723.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00
Drivers Salary	\$61.07	\$2,557.89	\$0.00	\$0.00	\$1,057.08	\$0.00	\$0.00
Cost Per Mile	\$0.2391	\$1.6926	\$0.3476	#DIV/0!	\$2.8814	\$0.5824	\$0.8024
Year to Date Cost	\$2,933.50	\$9,769.79	\$76.47	\$0.00	\$5,935.64	\$429.22	\$581.75

	Passenger Car	Special Ed.				Maintenance	Activity Bus
Transportation Report	Bus 31	Bus 32	Bus 33	Bus 34	Bus 35	Bus 36	Bus 37
Mileage	827	2,914	9,429	8,822	0	0	5,298
Amount paid drivers for Act. Trips	\$0.00	\$889.41	\$104.18	\$0.00	\$0.00	\$0.00	\$4,615.25
Gas							
Gallons	31.7	302.2	593.4	575.8	0.0	0.0	742.6
TOTAL Cost	\$83.50	\$804.81	\$1,588.37	\$1,546.19	\$0.00	\$0.00	\$2,174.46
Cost per gallon	\$2.6341	\$2.6632	\$2.6765	\$2.6854	#DIV/0!	#DIV/0!	\$2.9281
Oil							
Quarts	0	6	12	18	0	0	17
Cost	\$0.00	\$21.59	\$53.74	\$75.39	\$0.00	\$0.00	\$92.71
Parts	\$349.13	\$387.99	\$0.00	\$8.46	\$0.00	\$0.00	\$670.23
Labor	\$152.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$486.33
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drivers Salary	\$0.00	\$7,400.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Mile	\$0.8218	\$3.5714	\$0.2132	\$0.2463	#DIV/0!	#DIV/0!	\$1.9582
Year to Date Cost	\$679.63	\$10,407.14	\$2,010.18	\$2,172.55	\$0.00	\$0.00	\$10,374.64

	Food Van	Vo Ag	Bulldog Bus				
Transportation Report	Bus 38	Bus 39	Bus 40	Bus 42	Bus 43	TRANS. SUPV	TOTAL
Mileage	603	84	11,974	0	0	0	182,819
Amount paid drivers for Act. Trips	\$0.00	\$0.00	\$14,620.88	\$0.00	\$0.00	\$0.00	\$31,798.90
Gas							
Gallons	166.0	14.0	1505.9	189.5	0.0	0.0	17476.6
TOTAL Cost	\$441.50	\$38.23	\$4,239.39	\$542.74	\$0.00	\$0.00	\$49,216.09
Cost per gallon	\$2.6596	\$2.7307	\$2.8153	\$2.8641	#DIV/0!	#DIV/0!	\$2.8161
Oil							
Quarts	0	0	17	0	0	0	366
Cost	\$0.00	\$0.00	\$90.16	\$0.00	\$0.00	\$0.00	\$1,681.57
Parts	\$0.00	\$169.95	\$2,430.28	\$0.00	\$0.00	\$0.00	\$24,068.93
Labor	\$0.00	\$0.00	\$2,159.27	\$0.00	\$0.00	\$0.00	\$9,753.88
Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,464.95
Drivers Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,310.30	\$138,850.20
Cost Per Mile	\$0.9676	\$2.4783	\$0.0000	#DIV/0!	#DIV/0!	#DIV/0!	\$1.7192
Year to Date Cost	\$583.44	\$208.18	\$0.00	\$0.00	\$0.00	\$50,907.04	\$314,311.22

GAAP WAIVER

RESOLUTION

WHEREAS the U.S.D. #364, Kansas, has determined that the financial statements and financial reports for the year ended June 30, 2026 to be prepared in conformity with the requirements of K.S.A. 75-1120a (a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the U.S.D. #364 or the members of the general public of the District and

WHEREAS there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a (a) for the year ended June 30, 2025.

NOW, THEREFORE BE IT RESOLVED, by the district of U.S.D. #364, Kansas, in regular meeting duly assembled this 14th day of July, 2025, that the district requests the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to the District for the year ended June 30, 2026.

BE IT FURTHER RESOLVED that U.S.D. #364 shall cause the financial statements and financial reports of the district to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

CNP Procurement Plan

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

This procurement plan, outlined in the following pages, will take effect on **July 1, 2025** and remain in place until amended. It applies to all Child Nutrition Programs in the state of Kansas, including the School Breakfast Program (SBP), National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), Seamless Summer Option (SSO), Special Milk Program (SMP), Fresh Fruit and Vegetable Program (FFVP), and Summer Food Service Program (SFSP). All procurement activities must uphold the principles of free and open competition, with comprehensive source documentation maintained to demonstrate adherence to competitive practices, cost reasonableness, allowable expenses, and proper cost allocation.

When purchasing goods or services from the nonprofit food service account, all procurements must adhere to the standards outlined in [2 CFR 200 subpart D](#) and applicable program regulations. Sponsors must retain all documentation for each procurement per regulations.

Procurement Contact

Date

Authorized Representative (if different)

Date

Superintendent/BOE/Board Chair/Owner

Date

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

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

Sponsor Identification Clause:

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

USD #364 Marysville

SECTION 1: Introduction

SECTION 2: Procurement Roles and Responsibilities

SECTION 3: Procurement Planning and Forecasting

SECTION 4: Procurement Thresholds

SECTION 5: Common Procurement Methods

SECTION 6: Less Common Procurement Methods

SECTION 7: Special Procurement Considerations

SECTION 8: Buy American

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

SECTION 1: Introduction

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

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

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

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

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

SECTION 2: Procurement Roles and Responsibilities

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

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

Procurement Roles and Responsibilities

Name	Title	Procurement Related Responsibilities: (prepare bids, place orders, submit bids, pay bills, etc.)
Danielle Bargman	Procurement Contact	Place Orders, Submt Bids
Tara Crawford	Secretary	Prepares and submits milk bids; file claims
Darren Schroeder	Superintendent	Approves bids and orders
Lindsey Clark	Treasurer	Pays bills

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

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

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

The technical assistance (TA) or training provided during a procurement review may be counted toward professional standards training requirements. However, only procurement related training available on the [KSDE Training Portal](#) or watched live via a KSDE Training Webinar qualifies toward the required one hour of annual procurement training.

SECTION 3: Procurement Planning and Forecasting

Child Nutrition Programs Procurement Plan

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

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

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

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

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

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

SECTION 4: Procurement Thresholds

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

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

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

Procurement Method	Food Items		Non-Food Items	
	Federal Threshold	"Sponsor" Threshold (Fill In)	Federal Threshold	"Sponsor" Threshold (Fill In)
Micro-Purchasing	Less than \$10,000 2 CFR 200.320(a)(1)	_____	Less than \$10,000 2 CFR 200.320(a)(1)	_____
Simplified Acquisition (formerly known as Small Purchase)	Less than \$250,000 2 CFR 200.320(a)(2)	_____	Less than \$20,000 2 CFR 200.320(a)(2)	_____
Formal (IFB/RFP) Invitation for Bid / Request for Proposal	Greater than or equal to \$250,000 or any total Food Service Management Contract 2 CFR 200.320(b)	_____	Greater than or equal to \$20,000 or any total Food Service Management Contract 2 CFR 200.320(b) & KSDE – CNW FSF Chapter 13	_____

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

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

Limited Exceptions to the Buy American Provision

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

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

Compliance and Monitoring Requirements

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

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

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

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

Non-Domestic Food Purchase Limits & Deadlines

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

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

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

SECTION 6: Common Procurement Methods

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

Micro-purchases apply to the procurement of supplies or services when the total dollar amount does not exceed **\$10,000.00**. These purchases may be made without soliciting competitive quotes, provided the “Sponsor” determines the price is reasonable in accordance with [2 CFR 200.404](#). The “Sponsor” must also ensure micro-purchases are equitably distributed among qualified suppliers to the maximum extent practicable. Purchases must not be split or separated to stay under the micro-purchase threshold. The total expected cost of related purchases must be aggregated to determine the correct procurement method, as required by [2 CFR 200.324\(a\)](#).

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

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

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

This procurement method applies to the purchase of food items and non-food items within specific dollar limits. The simplified acquisition threshold for food items is **less than \$250,000** per 2 CFR 200.320(a)(2). However, for **non-food items** (such as supplies, equipment, or services), the Kansas State Department of Education – Child Nutrition & Wellness requires a lower threshold of **less than \$20,000**. Sponsors must follow the most restrictive threshold—federal, state, or local.

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

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

- Developing written specifications that are consistent across all vendors/contractors. The “Sponsor” may conduct market research, including online pricing, catalogs, newspapers, farmer’s markets, or grocery stores.
- Soliciting price or rate quotes from at least two (2) vendors/contractors before each purchase unless a fixed-fee or cost-plus fixed-fee pricing structure has been established.
- Ensuring confidentiality of price quotes until an award is made.
- Ensuring all solicitations for agricultural products include Buy American provisions, maintaining compliance with federal regulations that require the purchase of domestic commodities and food products to the maximum extent practicable.

Child Nutrition Programs Procurement Plan

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

3. Formal purchase procedures: (2 CFR 200.320(b)(1)(2) & KSDE – CNW FSF Chapter 13):

This procurement method is **required** for:

- Food items when the total cost **exceeds \$250,000**.
- Non-food items (e.g., equipment, supplies, and services) when the total cost **exceeds \$20,000**.
- All Food Service Management Company (FSMC) contracts, regardless of the dollar amount.

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

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

Contract Duration and Renewals

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

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

- Serving as the "Sponsor's" authorized purchaser for all formal procurements.
- Publicizing an IFB or RFP by placing an announcement in a newspaper, media outlet, website, or other internet source to notify potential vendors of the "Sponsor's" intent to purchase.
 - The public advertisement must run for at least one day, which is sufficient to notify vendors that the Sponsor is seeking sealed bids or proposals. The advertisement must state where and how vendors may access the full solicitation (IFB or RFP). While only one day of advertisement is required, the IFB must be made available to vendors for at least 30 calendar days, and the RFP must be

Child Nutrition Programs Procurement Plan

available for at least 45 calendar days prior to the due date, per USDA. This ensures that vendors have adequate time to prepare responsive bids or proposals and promotes full and open competition.

- Providing all vendors/contractors with the same specifications to ensure a fair and competitive bidding process.
- Prohibiting anyone who helps write the product specifications or bid requirements, even if they offer input or suggestions, from submitting a bid or proposal for that item or service.

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

1. General Contract Requirements

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

2. Procurement and Award Process

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

3. Federal and Regulatory Compliance

- Buy American Provision (NSLP, SBP) under [7 CFR 210.21\(d\)](#) & [7 CFR 220.16\(d\)](#):
 - Vendors must prioritize domestic agricultural products (over 51% U.S.-grown).
 - Exceptions allowed only when domestic options are unavailable or impractical.
- Lobbying compliance ([Byrd Anti-Lobbying Amendment, 31 USC 1352](#)):
 - Disclosure of lobbying activities ([2 CFR 200.327](#), [2 CFR 200.450](#), [Appendix II](#)).
 - Certification of non-use of federal funds for lobbying (contracts over \$100,000).

Child Nutrition Programs Procurement Plan

- Independent price determination, requiring vendors to certify that pricing was determined independently, without collusion ([2 CFR 200.324\(a\)](#)).
 - Civil Rights Compliance, ensuring non-discrimination in federally assisted programs.
 - Equal Employment Opportunity, per Executive Orders 11246 & 11375.
 - Termination clause, allowing contract termination for cause or convenience (contracts over \$10,000, [Appendix II to 2 CFR 200](#)).
 - Debarment and Suspension ([2 CFR 180.220\(b\)\(1\)](#), [2 CFR 200.214](#)):
 - Contractors must certify they are not debarred or suspended from federal programs.
 - Reference to Rights to Inventions Made Under a Contract or Agreement: (if applicable) ([Appendix II to 2 CFR 200](#))
4. Environmental and Labor Regulations ([Appendix II Part 200](#))
- Energy Policy & Conservation Act, ensuring energy efficiency compliance. (Applies to all relevant contracts, e.g. HVAC, electrical, installations, etc.)
 - Contract Work Hours & Safety Standards Act (Applies to contracts over \$100,000)
 - Clean Air & Water Acts, requiring compliance with environmental standards. (Applies to contracts over \$150,000)
5. Financial & Record-Keeping Requirements
- Record retention, requiring contractor records to be accessible for a minimum of 5 years, plus the current year ([2 CFR 200.334](#)).
 - Invoicing transparency, ensuring full disclosure of rebates, discounts, and incentives received.
 - Cost-reimbursable contracts, ensuring payments do not exceed actual net allowable costs ([7 CFR 210.21](#), [2 CFR 200](#)).
 - Non-collusion statement, requiring vendors to certify compliance.
6. Additional Requirements for Building Projects
- Copeland "Anti-Kickback" Act, requiring compliance for contracts over \$2,000.
 - Davis-Bacon Act, ensuring prevailing wage compliance for construction contracts over \$2,000 ([29 CFR Part 5](#)).

Bid Specifications, Contract Award, and Procurement Compliance

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

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

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

Criteria for Awarding Contracts

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

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

Child Nutrition Programs Procurement Plan

Competitive Negotiations (RFP) – Price & Other Factors

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

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

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

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

Post-Award Responsibilities

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

SECTION 7: Less Common Procurement Methods

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

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

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

1. The item or service is only available from a single source.
2. There is an emergency or urgent need (e.g., fire, flood, or broken equipment) and you don't have time to do a competitive bidding process.
3. After soliciting multiple vendors, competition is deemed inadequate (e.g., only received a single bid).

*For all the above non-competitive procurements, the **Food Service Director** must present the procurement situation to the Procurement Specialist for the Department of Child Nutrition and Wellness at KSDE. After reviewing the details, the Procurement Specialist will provide written approval for noncompetitive procurement or technical assistance to promote competition. It is not an approved procurement until it has been reviewed and approved by CNW.

Documentation and Compliance Requirements

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

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

Use for New Food Items & Testing Samples

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

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

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

SECTION 8: Special Procurement Considerations

1. Record Keeping ([2 CFR 200.334](#), [7 CFR 210.23\(c\)](#), [7 CFR 225.15\(c\)](#), [7 CFR 226.15\(e\)](#), and [7 CFR 250.54](#)):

The “Sponsor” and contractor must retain all books, records, and documents related to the contract agreement for a minimum of five years, plus the current year. During this period, the “Sponsor,” its authorized agents, KSDE CNW, and/or USDA auditors shall have full access to and the right to examine these records.

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

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

- ✓ Written rationale for the chosen procurement method.
- ✓ Copy of the original solicitation (IFB, RFP, etc.).
- ✓ Selection of contract type (fixed-price, cost-reimbursable, etc.).
- ✓ Bidding and negotiation history, including working papers.
- ✓ Basis for contractor selection (evaluation criteria and justification).
- ✓ State agency approval for noncompetitive procurement when competition is lacking.
- ✓ Basis for award cost or price, including price analysis documentation.
- ✓ Final contract terms and conditions.
- ✓ Records of contract modifications, including negotiation history.
- ✓ Billing and payment records.
- ✓ History of contractor claims and dispute resolutions.
- ✓ History of any contractor breaches and corrective actions taken.

2. Equipment: The “Sponsor” must follow specific federal and state requirements when purchasing equipment with Child Nutrition Program (CNP) funds. While equipment is officially defined as nonexpendable tangible property with a useful life of at least one year and an acquisition cost of \$5,000 or more, KSDE recognizes that equipment may also include any item a sponsor would list on their inventory or claim to insurance if damaged in a disaster, such as a fire. This broader understanding helps ensure proper asset tracking and accountability. Before beginning any equipment procurement, sponsors must check whether the item is included on the [KSDE CNP Pre-Approved Equipment List](#). If it is listed, the sponsor may proceed with the appropriate procurement method (micro, simplified, or formal) based on the forecasted total cost. If the item is not on the list, the sponsor must submit an [Equipment Purchase Request Form](#) and receive written approval from KSDE before proceeding. No costs are allowable until approved. If approval is non-granted, the cost of the equipment is not an allowable expense to the Food Service Fund and other non-federal funds must be used to cover the cost of the equipment purchase. During reviews, KSDE will verify that all equipment purchases were either pre-approved or followed this process and were properly procured.

3. Contracting with Small, Minority, Women-Owned, Veteran-Owned, and Labor Surplus Area Businesses ([2 CFR 200.321](#)): The “Sponsor” is required to take affirmative steps to ensure inclusion of small, minority-owned, women-owned, veteran-owned, and labor surplus area businesses whenever possible, as outlined in 2 CFR 200.321.

Affirmative Steps for Inclusion

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

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

A helpful resource is the Certification Office for Business Inclusion and Diversity (COBID), which provides information on Minority/Women Business Enterprise (MWBE), Emerging Small Business (ESB), and Disadvantaged Business Enterprise (DBE). The "Sponsor" can access the Certified Vendor Directory to identify eligible businesses.

4. Cost Reimbursable Contracts

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

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

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

5. Civil Rights Assurance Statement

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

6. Geographical Preference for Local Food Procurement

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

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

Definitions:

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

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

7. Vendor Rewards, Incentives, and Credit Accruals

Child Nutrition Programs Procurement Plan

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

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

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

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

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

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

Sponsor-to-Sponsor Agreement

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

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

Vended Meal Contract (VMC)

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

- Follow applicable procurement thresholds and competition requirements.
- Include all required KSDE Exhibits A–G.
- Be approved by KSDE before signing if the total value is \$250,000 or more.
- Be uploaded to the Checklist tab in KN-CLAIM for review.

Feature	Sponsor-to-Sponsor Agreement	Vended Meal Contract (VMC)
Provider type	KSDE-approved Sponsor	Commercial vendor or non-Sponsor
Procurement required	No	Yes (per 2 CFR 200)
Required documentation	KSDE VMC form	KSDE VMC form + Exhibits A–G
Pre-signature approval (≥\$250K)	No	Yes – must contact KSDE
Submission method	KN-CLAIM Checklist tab	KN-CLAIM Checklist tab
Price quotes required	No	Yes – at least 2 documented quotes
Program type	All CNP’s (SBP, NSLP, SSO, SFSP, CACFP)	All CNP’s (SBP, NSLP, SSO, SFSP, CACFP)

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

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

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

Child Nutrition Programs Procurement Plan

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

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

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

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

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

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

II. Agents

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

- Use of an agent may be necessary if the "Sponsor" lacks the technical expertise, time, or resources to conduct a procurement properly.
- Because an agent has a fiduciary responsibility to act in the best interest of the "Sponsor," the contract must explicitly require the agent to follow all competitive procurement regulations.
- If the cost of using an agent exceeds the micro-purchase threshold (\$10,000), the agent must be procured using the appropriate procurement method (simplified acquisition or formal procurement). ([2 CFR 200.320](#)).
- The "Sponsor" is responsible for any noncompliance resulting from an agent's failure to follow proper procurement procedures.

III. Third-Party Entities

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

i. State Procurement Agency Agreements

- These agreements involve state-contracted sources and may include public, private, and non-profit entities.
- These procurement services are not operated by the CNP State Agency; they are conducted for state facility needs.

Child Nutrition Programs Procurement Plan

- When conducting competitive procurement, the “Sponsor” may use state price lists as one source of pricing when utilizing small purchase procedures, sealed bids, or competitive proposals.
 - The “Sponsor” is responsible for ensuring that purchases made through state procurement agreements meet all federal procurement requirements.
- ii. Inter-Agency Agreements
- These agreements involve public, private, and non-profit entities forming partnerships to procure goods and services together (e.g., an educational hub purchasing for multiple sponsors).
 - The “Sponsor” must ensure that any procurement conducted under these agreements meets federal procurement requirements before making purchases.
- iii. Group Purchasing Organizations (GPOs), Buying Organizations, and Third-Party Vendors
- GPOs are membership-based purchasing groups that may include CNP and non-CNP entities (e.g., schools, hospitals, law enforcement, universities, public works, etc.).
 - GPOs may be private, for-profit, or nonprofit and often charge membership fees for access to negotiated pricing.
 - The use of a GPO price list does not automatically meet federal procurement requirements. If the “Sponsor” purchases from a GPO without proper competitive procurement, it may result in noncompliance.
 - When using a GPO, the “Sponsor” must verify that all procurement methods comply with federal regulations ([2 CFR 200.320](#)).
 - The “Sponsor” is responsible for improper procurement actions conducted by a GPO and is liable for any audit findings.

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

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

Good Shepherd Lutheran School, #144

July 31, 2025

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, audiotope, 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.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

I. General Information

This contract beginning on July 31, 2025 is between the governing board of Good Shepherd Lutheran School, hereinafter referred to as the SPONSOR and Marysville U.S.D. #364, hereinafter referred to as the CONTRACTOR. This contract provides provisions and instructions to the CONTRACTOR for providing meals for the SPONSOR's Child Nutrition Programs.

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

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

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

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

II. Meal Services:

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

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

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

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

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

III. Meal Program Requirements

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

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

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

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

- D. A la Carte: The SPONSOR will retain the sole authority to determine a la carte prices. All a la carte items shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School as required by the Healthy, Hunger-Free Kids Act of 2010.
- E. Menu Planning and Recordkeeping Training: The CONTRACTOR may participate in KSDE Nutrition Standards for School Meals, Calculating Components, CACFP Menu Planning and SFSP Menu Planning training to receive instruction for preparing, serving, crediting and documenting meals to assure that all USDA meal pattern requirements are met.
- F. Special Diets: In accordance with Federal regulations and FNS Instruction 783-2, the CONTRACTOR shall make substitutions in reimbursable meals as specified by a licensed healthcare professional (to include registered dietitians) for individuals participating whom are unable, because of a disability or other special dietary need, to consume specified foods. The SPONSOR shall notify the CONTRACTOR of any such required meal modifications.
- G. Unacceptable Meals: No payment shall be made for meals that are spoiled, unwholesome, do not meet meal pattern requirements or disallowed by appropriate authority at time of service or do not otherwise meet the intent of this agreement; provided however, that no deduction shall be made unless the SPONSOR shall give the CONTRACTOR written notification, specifying the number of meals for which the SPONSOR intends to deduct payment and setting forth the reasons for the deduction.
- H. Food Service Outside of the Child Nutrition Program: This contract shall not interfere with the provision of meals and snacks outside of the USDA's Child Nutrition Program other than to assure that all federal and state program regulations are met. The CONTRACTOR shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School as required by the Healthy, Hunger-Free Kids Act of 2010.
- I. Unitized Meals:
 - 1. If Sponsor participates in the Summer Food Service Program: The Contractor agrees to deliver unitized meals. Meals will be inclusive of milk on a daily basis. If meals are not unitized for delivery, a waiver from unitized meals is on file with KSDE and meals will be served at the site in this manner: . The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
 - 2. If Sponsor participates in the Child and Adult Care Food Program: All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless KSDE determines that unitization would impair the effectiveness of food service operations. The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

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

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

Per K.A.R. 28-4-439 (o): If CACFP meals are catered:

1. Food shall be obtained from sources licensed by the Kansas Department of Health and Environment.
 2. Food shall be transported in covered and temperature-controlled containers, and shall not be allowed to stand. Hot foods shall be maintained at not less than 140 degrees F, and cold foods shall be maintained at 45 degrees F or less.
- L. Buy American: As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). Per SP 38-2017, all Sponsors participating in the National School Lunch Program and School Breakfast Program are required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

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

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

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

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

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

IV. Meal Program Supervision Responsibilities

- A. Review of Pertinent Records: The SPONSOR shall oversee all the provisions of the contract. This includes the review of all pertinent records, including bills for meals served, meal production records, and other relevant information to ensure adherence to the federal and state rules and regulations, and to ensure that bills accurately represent meals served.
- B. SPONSOR Rights: The SPONSOR shall monitor and conduct on-site visits to the food service operation to ensure compliance with all applicable rules and regulations of KSDE and the United States Department of Agriculture (USDA).
- C. SPONSOR Responsibilities:
1. SPONSOR shall provide CONTRACTOR with relevant updates in meal pattern and menu documentation requirements as issued by KSDE and USDA.
 2. SFSP: The SPONSOR shall provide to the CONTRACTOR a list of meal service sites approved by KSDE, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under 7 CFR 225.6 (d)(2), and shall notify the CONTRACTOR of all sites which have been approved, cancelled or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract.
- D. Recordkeeping and Reporting: The SPONSOR and CONTRACTOR shall adhere to required record keeping requirements:
1. The CONTRACTOR shall maintain and provide copies of records to the SPONSOR needed to support the SPONSOR'S claim for reimbursement under the National School Lunch Act and Child Nutrition Act including documents such as Child Nutrition Labels, recipes, transport sheets, meal counts and production records. Upon request, all records of the CONTRACTOR pertaining to the SPONSOR's meal requirements shall be made available at the CONTRACTOR's offices during regular business hours to representatives of the SPONSOR, KSDE and USDA.
 2. All Child Nutrition Program records shall be kept on file for five (5) years (NSLP) or three (3) years (SFSP and CACFP) after the end of the Federal fiscal year to which they pertain, or for such other period which the U.S. Secretary of Agriculture or appropriate State officials may from time to time determine; provided however, that if audit findings have not been resolved, the records shall be retained beyond the required program period as long as required for the resolution of the issues raised by the audit. 7 CFR 226.10 (d), 7 CFR 225.15 (c), CFR 210.23 (c) and KSA 72-5121

V. Financial Management

- A. Meal Fees by CONTRACTOR: The fees shall be established on a per meal basis as identified in the contract between the SPONSOR and the CONTRACTOR. At no time shall the fee structure be cost-plus-percentage-of-cost or cost-plus-percentage-of-income.
- B. Billing: The CONTRACTOR shall bill the SPONSOR for the total number of meals served each month according to the meal prices specified in Exhibit D, Meal Prices.
- C. The CONTRACTOR will invoice the SPONSOR monthly for meals/snacks/milk provided. Payment will be due to the CONTRACTOR within 10 days from the invoice date. If SPONSOR participates in the Summer Food Service Program, the CONTRACTOR shall attach a ticket with

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each delivery specifying the quantity of meals, by type, (breakfast, lunch, supper, and snack) that are provided. The CONTRACTOR shall submit an itemized invoice to the Sponsor monthly that specifies the quantity of meals by type delivered during the preceding month, with a copy of each delivery ticket attached.

- D. The SPONSOR will account for the number of student/participant and adult meals served according to procedures approved by the Kansas State Department of Education (KSDE).
- E. Food Service Fund Account:
1. The SPONSOR shall retain control of the nonprofit food service account and overall financial responsibility for the food service program.
 2. The SPONSOR must maintain separate accounting for all food service revenues and meal payments. Federal and state reimbursement for meals must be used only for the Child Nutrition program. Any excess of revenues over expenses must be used in the Child Nutrition Program.
 3. If reimbursement from KSDE is denied as a direct result of the CONTRACTOR's failure to comply with the provisions of this addendum, the CONTRACTOR shall reimburse the SPONSOR for the amount which it would otherwise have been entitled.
 4. All payments for meals by Kansas State Department of Education must accrue to the Sponsor's Food Service account.
- F. Audits and Reviews
The SPONSOR shall be responsible for ensuring resolution of program review and audit findings.
1. The SPONSOR shall ensure that KSDE has reviewed and approved the contract terms and that the SPONSOR has incorporated all required changes into the contract or addendum before any contract or addendum is executed. Any changes to this prototype contract must be approved in writing by KSDE, prior to the effective date of the contract.
 2. The CONTRACTOR agrees to allow Child Nutrition & Wellness to inspect the CONTRACTOR facilities as part of the Summer Food Service Program Administrative Review. In addition, the CONTRACTOR agrees to allow Child Nutrition & Wellness to conduct inspections of food preparation facilities and food service sites and perform meal quality tests.

VI. Contract Provisions

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

A. Termination

1. **Material Breach:** In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
2. Notwithstanding the previously stated breaching provision, the SPONSOR may terminate this contract for breach/neglect as determined by the SPONSOR with written notification to the CONTRACTOR, in regard to such items as failure to maintain and enforce required standards of sanitation, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SPONSOR.
3. The CONTRACTOR and the SPONSOR may each terminate this agreement without cause by 15 days written notice to the other party of its intent to terminate.
4. The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

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- B. Performance Security (required for SFSP)
1. In cases of nonperformance or noncompliance on the part of the CONTRACTOR, the CONTRACTOR shall pay the SPONSOR for any excess costs in which the SPONSOR may incur by obtaining meals from another source.
 2. The CONTRACTOR shall:
 - a. Submit with the proposal, a bid guarantee payable to the SPONSOR in the amount of 5% of the bid price in the form of <select one>. Upon award of contract, the SPONSOR shall return all such bid guarantees. If the Sponsor operates the Summer Food Service Program then a Performance bond in the amount of percent of the contract price must be submitted by the successful CONTRACTOR to the SPONSOR. The successful CONTRACTOR shall submit the performance bond from a surety company listed in the most recent U.S. Department of Treasury Circular 570 to the SPONSOR by .
 - b. The SPONSOR shall retain the successful CONTRACTOR'S deposit until the CONTRACTOR has faithfully performed all terms of the contract.
 - c. The CONTRACTOR shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. Any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts shall not be allowed.
- C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at

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2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension". The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Environmental: As specified in 7CFR, Section 3016.36(i)(12), the CONTRACTOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).
- Per 2 CFR, Section 200.322, the CONTRACTOR and the Sponsor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Energy: The SPONSOR and CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (7CFR, Section 3016.36(i)(13)).
- I. The SPONSOR and CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).
- J. Nondiscrimination: The SPONSOR and CONTRACTOR shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.

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- K. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—
1. Providing or attempting to provide or offering to provide any kickback;
 2. Soliciting, accepting, or attempting to accept any kickback; or
 3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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

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

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

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

VII. Sponsor Responsibilities

- A. NSLP: For contracts totaling less than \$250,000, informal purchasing procedures may be followed.
1. Obtain an adequate number of price quotations (**2 or more**).
 2. Maintain a written record of all contacts and quotations obtained.
 3. Award the contract to the most responsive and lowest in price.
- B. SFSP: For contracts totaling less than \$250,000, informal purchasing procedures may be followed.
1. Obtain an adequate number of price quotations (**2 or more**).
 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).

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3. Award the contract to the most responsive and lowest in price.
4. All bids in an amount which exceeds the lowest bid shall be submitted to KSDE for approval before acceptance.
5. If the contract exceeds \$250,000, submit the contract and price quotes to KSDE prior to signing.

- C. CACFP: For contracts totaling less than \$250,000, informal purchasing procedures may be followed.
1. Obtain an adequate number of price quotations (**2 or more**).
 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).
 3. Award the contract to the most responsive and lowest in price.
 4. If the contract exceeds \$250,000, submit the contract and price quotes to KSDE prior to signing.
- D. Indicate price of contract: \$.

VIII. Term of Contract

- A. Contract Period: This contract shall become effective on 8/19/2025, and shall terminate on 5/20/2026 (a period not exceeding 1 year).
- B. The SPONSOR may terminate this contract for breach/neglect as determined by the CONTRACTOR when considering such items as failure to maintain and enforce required standards of sanitation, failure to provide periodic information/statements or failure to maintain quality of service at a level satisfactory to the SPONSOR.

IX. Signatures

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

SPONSOR:

CONTRACTOR:

Authorized Signature

Authorized Signature

Mr. Kyle Erickson, Principal
Name and Title

Mr. Darren Schroeder, Superintendent
Name and Title

July 31, 2025
Date

July 31, 2025
Date

Exhibits

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

Exhibit A – Menu Standards

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

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

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

School Breakfast Program (SBP) Meal Pattern and Dietary Specifications

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	Amount of Food¹ Per Week (Minimum Per Day)		
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Grains and/or Meats/Meat Alternates (oz eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁵			
Min-Max calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	< 10	< 10	< 10
Added Sugars (% of total calories): Must be implemented by July 1, 2027	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

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

National School Lunch Program Meal Pattern for Afterschool Snack Service

Select Two of the Five Components for a Reimbursable Snack	
Meal Components¹	Minimum Quantities²
Fluid Milk ³	8 fluid ounces
Meats/Meat Alternates ⁴	1 ounce equivalent
Vegetables ⁵	¾ cup
Fruits ⁵	¾ cup
Grains ⁶	1 ounce equivalent

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

Summer Food Service Program Meal Pattern Requirements

BREAKFAST	LUNCH OR SUPPER	SNACK
One serving of milk.	One serving of milk.	Must contain two food items.
One serving of a vegetable or fruit or full strength juice.	Two or more servings of vegetables, fruits and/or juice (from 2 or more sources).	Items must be from a different component.
One serving of grains or breads.	One serving of grains or breads.	Juice cannot be served when milk is served as the only other component.
A meat or meat alternate is <u>optional</u> .	One serving of meat or meat alternate.	

FOOD COMPONENTS	BREAKFAST	LUNCH/SUPPER	SNACK
MILK			
Fluid Milk	1 c (8 fl oz)	1 c (8 fl oz)	1 c (8 fl oz)
VEGETABLES AND/OR FRUITS			
Vegetable/Fruits OR	½ c	¾ c	¾ c
Full-strength vegetable or fruit juice OR	½ c (4 fl oz)	3/8 c (3 fl oz) juice is maximum allowable of ¾ c total	¾ c (6 fl oz)
An equivalent quantity of any combination of vegetables/fruits/juice			
GRAINS AND BREADS (whole grain or enriched)			
Bread OR	1 slice	1 slice	1 slice
Corn bread, biscuits, rolls, muffins, etc. OR	1 serving	1 serving	1 serving
Dry cereal OR	¾ c or 1 oz	-----	¾ c or 1 oz
Cooked pasta or noodles OR	½ c	½ c	½ c
Cooked cereal or cereal grains OR	½ c	½ c	½ c
An equivalent quantity of any combination of grains/breads			
MEAT AND MEAT ALTERNATES			
Lean meat/poultry/fish OR	1 oz	2 oz	1 oz
Cheese OR	1 oz	2 oz	1 oz
Eggs OR	½ large	1 large	½ large
Cooked dry beans or peas or lentils OR	¼ c	½ c	¼ c
Peanut butter or other nut/seed butters OR	2 Tbsp	4 Tbsp	2 Tbsp
Peanuts or tree nuts or seeds OR	N/A	2 oz	1 oz
Yogurt, plain or flavored, sweetened OR unsweetened OR	½ c or 4 oz	1 c or 8 oz	½ c or 4 oz
An equivalent quantity of any combination of the above meat/meat alternates			

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

Select all three components for a reimbursable meal

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

- 1 Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must be unflavored whole milk for children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).
- 7 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.
- 8 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.

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

Select all five components for a reimbursable meal

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

- 1 *Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.*
- 2 *At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.*
- 3 *Must serve unflavored whole milk to children age 1.*
- 4 *Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 5 *May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 6 *May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.*
- 7 *Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.*
- 8 *Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.*
- 9 *Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.*

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

Select two of the five components for a reimbursable snack

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

- 1 *Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.*
- 2 *At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.*
- 3 *Must serve unflavored whole milk to children age 1.*
- 4 *Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 5 *May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 6 *May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.*
- 7 *Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.*
- 8 *Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.*
- 9 *Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.*

Infant Meal Pattern

Child and Adult Care Food Program Infant Meal Pattern Requirements

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

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

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

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

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

⁴ Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

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

⁶ Fruit and vegetable juices must not be served.

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

⁸ Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

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

Exhibit B – Contractor Responsibilities for the Child Nutrition Program

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

Exhibit C – Other Responsibilities as Specified

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

Exhibit D – Meal Fees

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

National School Lunch/School Breakfast	Student/Child Meal Price
<input type="checkbox"/> Breakfast	
<input checked="" type="checkbox"/> Lunch	\$4.00
<input type="checkbox"/> Afterschool Snack	
<input checked="" type="checkbox"/> Special Milk or extra milk	\$0.50
<input type="checkbox"/> Fresh Fruit & Vegetable Program	
<input type="checkbox"/> A la carte	
<input type="checkbox"/> Internal Catering	
Child and Adult Care Food Program	
<input type="checkbox"/> Breakfast	
<input type="checkbox"/> AM snack	
<input type="checkbox"/> Lunch	
<input type="checkbox"/> PM snack	
<input type="checkbox"/> Supper	
<input type="checkbox"/> Evening snack	
<input type="checkbox"/> Internal Catering	
Summer Food Service Program	
<input type="checkbox"/> Breakfast	
<input type="checkbox"/> Lunch	
<input type="checkbox"/> AM Snack	
<input type="checkbox"/> PM Snack	
<input type="checkbox"/> Supper	
<input type="checkbox"/> A la carte	
<input type="checkbox"/> Internal Catering	

Exhibit E – Specifications for Meals on Contract

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

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

	Breakfast	AM Snack	Lunch	PM Snack	Supper	Evening Snack
A. Delivery time for each meal.			10:30 AM			
B. Estimated number of meals per day.			40			
C. Estimated number of serving days per <u>year</u> .			150			
D. Unit price per meal.			4.00			
E. Estimate total for contract period. (B x C x D = E)			24,000			

Exhibit F – Menus

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

20-Day Cycle Menu

Program:

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

Program:

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

Meal:

- Breakfast
- Lunch
- Supper
- Snack

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

20-Day Cycle Menu

Program:

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

Program:

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

Meal:

- Breakfast
- Lunch
- Supper
- Snack

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

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

Exhibit G – CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the

_____ day of _____, 20____.

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

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

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

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

St. Gregory's Catholic School, #874

July 31, 2025

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, audiotope, 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.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

I. General Information

This contract beginning on July 31, 2025 is between the governing board of St. Gregory's Catholic School, hereinafter referred to as the SPONSOR and Marysville U.S.D. #364, hereinafter referred to as the CONTRACTOR. This contract provides provisions and instructions to the CONTRACTOR for providing meals for the SPONSOR's Child Nutrition Programs.

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

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

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

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

II. Meal Services:

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

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

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

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

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

III. Meal Program Requirements

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

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

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

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

- D. A la Carte: The SPONSOR will retain the sole authority to determine a la carte prices. All a la carte items shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School as required by the Healthy, Hunger-Free Kids Act of 2010.
- E. Menu Planning and Recordkeeping Training: The CONTRACTOR may participate in KSDE Nutrition Standards for School Meals, Calculating Components, CACFP Menu Planning and SFSP Menu Planning training to receive instruction for preparing, serving, crediting and documenting meals to assure that all USDA meal pattern requirements are met.
- F. Special Diets: In accordance with Federal regulations and FNS Instruction 783-2, the CONTRACTOR shall make substitutions in reimbursable meals as specified by a licensed healthcare professional (to include registered dietitians) for individuals participating whom are unable, because of a disability or other special dietary need, to consume specified foods. The SPONSOR shall notify the CONTRACTOR of any such required meal modifications.
- G. Unacceptable Meals: No payment shall be made for meals that are spoiled, unwholesome, do not meet meal pattern requirements or disallowed by appropriate authority at time of service or do not otherwise meet the intent of this agreement; provided however, that no deduction shall be made unless the SPONSOR shall give the CONTRACTOR written notification, specifying the number of meals for which the SPONSOR intends to deduct payment and setting forth the reasons for the deduction.
- H. Food Service Outside of the Child Nutrition Program: This contract shall not interfere with the provision of meals and snacks outside of the USDA's Child Nutrition Program other than to assure that all federal and state program regulations are met. The CONTRACTOR shall comply with the National School Lunch and School Breakfast Program: Nutrition Standards for All Foods Sold in School as required by the Healthy, Hunger-Free Kids Act of 2010.
- I. Unitized Meals:
 - 1. If Sponsor participates in the Summer Food Service Program: The Contractor agrees to deliver unitized meals. Meals will be inclusive of milk on a daily basis. If meals are not unitized for delivery, a waiver from unitized meals is on file with KSDE and meals will be served at the site in this manner: . The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
 - 2. If Sponsor participates in the Child and Adult Care Food Program: All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, unless KSDE determines that unitization would impair the effectiveness of food service operations. The CONTRACTOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.

Vended Contract to Provide Meals for the USDA Child Nutrition Programs

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

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

Per K.A.R. 28-4-439 (o): If CACFP meals are catered:

1. Food shall be obtained from sources licensed by the Kansas Department of Health and Environment.
 2. Food shall be transported in covered and temperature-controlled containers, and shall not be allowed to stand. Hot foods shall be maintained at not less than 140 degrees F, and cold foods shall be maintained at 45 degrees F or less.
- L. Buy American: As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). Per SP 38-2017, all Sponsors participating in the National School Lunch Program and School Breakfast Program are required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

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

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

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

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

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

IV. Meal Program Supervision Responsibilities

- A. Review of Pertinent Records: The SPONSOR shall oversee all the provisions of the contract. This includes the review of all pertinent records, including bills for meals served, meal production records, and other relevant information to ensure adherence to the federal and state rules and regulations, and to ensure that bills accurately represent meals served.
- B. SPONSOR Rights: The SPONSOR shall monitor and conduct on-site visits to the food service operation to ensure compliance with all applicable rules and regulations of KSDE and the United States Department of Agriculture (USDA).
- C. SPONSOR Responsibilities:
1. SPONSOR shall provide CONTRACTOR with relevant updates in meal pattern and menu documentation requirements as issued by KSDE and USDA.
 2. SFSP: The SPONSOR shall provide to the CONTRACTOR a list of meal service sites approved by KSDE, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under 7 CFR 225.6 (d)(2), and shall notify the CONTRACTOR of all sites which have been approved, cancelled or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract.
- D. Recordkeeping and Reporting: The SPONSOR and CONTRACTOR shall adhere to required record keeping requirements:
1. The CONTRACTOR shall maintain and provide copies of records to the SPONSOR needed to support the SPONSOR'S claim for reimbursement under the National School Lunch Act and Child Nutrition Act including documents such as Child Nutrition Labels, recipes, transport sheets, meal counts and production records. Upon request, all records of the CONTRACTOR pertaining to the SPONSOR's meal requirements shall be made available at the CONTRACTOR's offices during regular business hours to representatives of the SPONSOR, KSDE and USDA.
 2. All Child Nutrition Program records shall be kept on file for five (5) years (NSLP) or three (3) years (SFSP and CACFP) after the end of the Federal fiscal year to which they pertain, or for such other period which the U.S. Secretary of Agriculture or appropriate State officials may from time to time determine; provided however, that if audit findings have not been resolved, the records shall be retained beyond the required program period as long as required for the resolution of the issues raised by the audit. 7 CFR 226.10 (d), 7 CFR 225.15 (c), CFR 210.23 (c) and KSA 72-5121

V. Financial Management

- A. Meal Fees by CONTRACTOR: The fees shall be established on a per meal basis as identified in the contract between the SPONSOR and the CONTRACTOR. At no time shall the fee structure be cost-plus-percentage-of-cost or cost-plus-percentage-of-income.
- B. Billing: The CONTRACTOR shall bill the SPONSOR for the total number of meals served each month according to the meal prices specified in Exhibit D, Meal Prices.
- C. The CONTRACTOR will invoice the SPONSOR monthly for meals/snacks/milk provided. Payment will be due to the CONTRACTOR within 10 days from the invoice date. If SPONSOR participates in the Summer Food Service Program, the CONTRACTOR shall attach a ticket with

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each delivery specifying the quantity of meals, by type, (breakfast, lunch, supper, and snack) that are provided. The CONTRACTOR shall submit an itemized invoice to the Sponsor monthly that specifies the quantity of meals by type delivered during the preceding month, with a copy of each delivery ticket attached.

- D. The SPONSOR will account for the number of student/participant and adult meals served according to procedures approved by the Kansas State Department of Education (KSDE).
- E. Food Service Fund Account:
1. The SPONSOR shall retain control of the nonprofit food service account and overall financial responsibility for the food service program.
 2. The SPONSOR must maintain separate accounting for all food service revenues and meal payments. Federal and state reimbursement for meals must be used only for the Child Nutrition program. Any excess of revenues over expenses must be used in the Child Nutrition Program.
 3. If reimbursement from KSDE is denied as a direct result of the CONTRACTOR's failure to comply with the provisions of this addendum, the CONTRACTOR shall reimburse the SPONSOR for the amount which it would otherwise have been entitled.
 4. All payments for meals by Kansas State Department of Education must accrue to the Sponsor's Food Service account.
- F. Audits and Reviews
The SPONSOR shall be responsible for ensuring resolution of program review and audit findings.
1. The SPONSOR shall ensure that KSDE has reviewed and approved the contract terms and that the SPONSOR has incorporated all required changes into the contract or addendum before any contract or addendum is executed. Any changes to this prototype contract must be approved in writing by KSDE, prior to the effective date of the contract.
 2. The CONTRACTOR agrees to allow Child Nutrition & Wellness to inspect the CONTRACTOR facilities as part of the Summer Food Service Program Administrative Review. In addition, the CONTRACTOR agrees to allow Child Nutrition & Wellness to conduct inspections of food preparation facilities and food service sites and perform meal quality tests.

VI. Contract Provisions

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

A. Termination

1. **Material Breach:** In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
2. Notwithstanding the previously stated breaching provision, the SPONSOR may terminate this contract for breach/neglect as determined by the SPONSOR with written notification to the CONTRACTOR, in regard to such items as failure to maintain and enforce required standards of sanitation, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SPONSOR.
3. The CONTRACTOR and the SPONSOR may each terminate this agreement without cause by 15 days written notice to the other party of its intent to terminate.
4. The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

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- B. Performance Security (required for SFSP)
1. In cases of nonperformance or noncompliance on the part of the CONTRACTOR, the CONTRACTOR shall pay the SPONSOR for any excess costs in which the SPONSOR may incur by obtaining meals from another source.
 2. The CONTRACTOR shall:
 - a. Submit with the proposal, a bid guarantee payable to the SPONSOR in the amount of 5% of the bid price in the form of <select one>. Upon award of contract, the SPONSOR shall return all such bid guarantees. If the Sponsor operates the Summer Food Service Program then a Performance bond in the amount of percent of the contract price must be submitted by the successful CONTRACTOR to the SPONSOR. The successful CONTRACTOR shall submit the performance bond from a surety company listed in the most recent U.S. Department of Treasury Circular 570 to the SPONSOR by .
 - b. The SPONSOR shall retain the successful CONTRACTOR'S deposit until the CONTRACTOR has faithfully performed all terms of the contract.
 - c. The CONTRACTOR shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. Any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts shall not be allowed.
- C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at

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2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension". The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Environmental: As specified in 7CFR, Section 3016.36(i)(12), the CONTRACTOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).
- Per 2 CFR, Section 200.322, the CONTRACTOR and the Sponsor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Energy: The SPONSOR and CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (7CFR, Section 3016.36(i)(13)).
- I. The SPONSOR and CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).
- J. Nondiscrimination: The SPONSOR and CONTRACTOR shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.

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- K. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—
1. Providing or attempting to provide or offering to provide any kickback;
 2. Soliciting, accepting, or attempting to accept any kickback; or
 3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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

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

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

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

VII. Sponsor Responsibilities

- A. NSLP: For contracts totaling less than \$250,000, informal purchasing procedures may be followed.
1. Obtain an adequate number of price quotations (**2 or more**).
 2. Maintain a written record of all contacts and quotations obtained.
 3. Award the contract to the most responsive and lowest in price.
- B. SFSP: For contracts totaling less than \$250,000, informal purchasing procedures may be followed.
1. Obtain an adequate number of price quotations (**2 or more**).
 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).

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3. Award the contract to the most responsive and lowest in price.
4. All bids in an amount which exceeds the lowest bid shall be submitted to KSDE for approval before acceptance.
5. If the contract exceeds \$250,000, submit the contract and price quotes to KSDE prior to signing.

- C. CACFP: For contracts totaling less than \$250,000, informal purchasing procedures may be followed.
1. Obtain an adequate number of price quotations (**2 or more**).
 2. Maintain a written record of all contacts and quotations obtained (*Price Quotation Record*).
 3. Award the contract to the most responsive and lowest in price.
 4. If the contract exceeds \$250,000, submit the contract and price quotes to KSDE prior to signing.

D. Indicate price of contract: \$ _____ .

VIII. Term of Contract

- A. Contract Period: This contract shall become effective on 8/19/2025, and shall terminate on 5/20/2026 (a period not exceeding 1 year).
- B. The SPONSOR may terminate this contract for breach/neglect as determined by the CONTRACTOR when considering such items as failure to maintain and enforce required standards of sanitation, failure to provide periodic information/statements or failure to maintain quality of service at a level satisfactory to the SPONSOR.

IX. Signatures

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

SPONSOR:

CONTRACTOR:

Authorized Signature

Authorized Signature

Mrs. Karen Farrell, Principal
Name and Title

Mr. Darren Schroeder, Superintendent
Name and Title

July 31, 2025
Date

July 31, 2025
Date

Exhibits

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

Exhibit A – Menu Standards

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

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

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

School Breakfast Program (SBP) Meal Pattern and Dietary Specifications

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	Amount of Food¹ Per Week (Minimum Per Day)		
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Grains and/or Meats/Meat Alternates (oz eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁵			
Min-Max calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	< 10	< 10	< 10
Added Sugars (% of total calories): Must be implemented by July 1, 2027	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

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

National School Lunch Program Meal Pattern for Afterschool Snack Service

Select Two of the Five Components for a Reimbursable Snack	
Meal Components¹	Minimum Quantities²
Fluid Milk ³	8 fluid ounces
Meats/Meat Alternates ⁴	1 ounce equivalent
Vegetables ⁵	¾ cup
Fruits ⁵	¾ cup
Grains ⁶	1 ounce equivalent

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

Summer Food Service Program Meal Pattern Requirements

BREAKFAST	LUNCH OR SUPPER	SNACK
One serving of milk.	One serving of milk.	Must contain two food items.
One serving of a vegetable or fruit or full strength juice.	Two or more servings of vegetables, fruits and/or juice (from 2 or more sources).	Items must be from a different component.
One serving of grains or breads.	One serving of grains or breads.	Juice cannot be served when milk is served as the only other component.
A meat or meat alternate is <u>optional</u> .	One serving of meat or meat alternate.	

FOOD COMPONENTS	BREAKFAST	LUNCH/SUPPER	SNACK
MILK			
Fluid Milk	1 c (8 fl oz)	1 c (8 fl oz)	1 c (8 fl oz)
VEGETABLES AND/OR FRUITS			
Vegetable/Fruits OR	½ c	¾ c	¾ c
Full-strength vegetable or fruit juice OR	½ c (4 fl oz)	3/8 c (3 fl oz) juice is maximum allowable of ¾ c total	¾ c (6 fl oz)
An equivalent quantity of any combination of vegetables/fruits/juice			
GRAINS AND BREADS (whole grain or enriched)			
Bread OR	1 slice	1 slice	1 slice
Corn bread, biscuits, rolls, muffins, etc. OR	1 serving	1 serving	1 serving
Dry cereal OR	¾ c or 1 oz	-----	¾ c or 1 oz
Cooked pasta or noodles OR	½ c	½ c	½ c
Cooked cereal or cereal grains OR	½ c	½ c	½ c
An equivalent quantity of any combination of grains/breads			
MEAT AND MEAT ALTERNATES			
Lean meat/poultry/fish OR	1 oz	2 oz	1 oz
Cheese OR	1 oz	2 oz	1 oz
Eggs OR	½ large	1 large	½ large
Cooked dry beans or peas or lentils OR	¼ c	½ c	¼ c
Peanut butter or other nut/seed butters OR	2 Tbsp	4 Tbsp	2 Tbsp
Peanuts or tree nuts or seeds OR	N/A	2 oz	1 oz
Yogurt, plain or flavored, sweetened OR unsweetened OR	½ c or 4 oz	1 c or 8 oz	½ c or 4 oz
An equivalent quantity of any combination of the above meat/meat alternates			

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

Select all three components for a reimbursable meal

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

- 1 Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must be unflavored whole milk for children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).
- 7 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.
- 8 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.

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

Select all five components for a reimbursable meal

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

- 1 Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.
- 2 At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.
- 3 Must serve unflavored whole milk to children age 1.
- 4 Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 5 May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.
- 6 May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.
- 7 Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.
- 8 Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- 9 Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

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

Select two of the five components for a reimbursable snack

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

- 1 *Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.*
- 2 *At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.*
- 3 *Must serve unflavored whole milk to children age 1.*
- 4 *Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 5 *May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.*
- 6 *May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or ¾ cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.*
- 7 *Alternate protein products must meet the requirements in Appendix A to Part 226. Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.*
- 8 *Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.*
- 9 *Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.*

Infant Meal Pattern

Child and Adult Care Food Program Infant Meal Pattern Requirements

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

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

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

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

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

⁴ Through Sept. 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By Oct. 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

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

⁶ Fruit and vegetable juices must not be served.

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

⁸ Through Sept. 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By Oct. 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

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

Exhibit B – Contractor Responsibilities for the Child Nutrition Program

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

Exhibit C – Other Responsibilities as Specified

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

Exhibit D – Meal Fees

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

National School Lunch/School Breakfast	Student/Child Meal Price
<input type="checkbox"/> Breakfast	
<input checked="" type="checkbox"/> Lunch	\$4.00
<input type="checkbox"/> Afterschool Snack	
<input checked="" type="checkbox"/> Special Milk or extra milk	\$0.50
<input type="checkbox"/> Fresh Fruit & Vegetable Program	
<input type="checkbox"/> A la carte	
<input type="checkbox"/> Internal Catering	
Child and Adult Care Food Program	
<input type="checkbox"/> Breakfast	
<input type="checkbox"/> AM snack	
<input type="checkbox"/> Lunch	
<input type="checkbox"/> PM snack	
<input type="checkbox"/> Supper	
<input type="checkbox"/> Evening snack	
<input type="checkbox"/> Internal Catering	
Summer Food Service Program	
<input type="checkbox"/> Breakfast	
<input type="checkbox"/> Lunch	
<input type="checkbox"/> AM Snack	
<input type="checkbox"/> PM Snack	
<input type="checkbox"/> Supper	
<input type="checkbox"/> A la carte	
<input type="checkbox"/> Internal Catering	

Exhibit E – Specifications for Meals on Contract

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

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

	Breakfast	AM Snack	Lunch	PM Snack	Supper	Evening Snack
A. Delivery time for each meal.			10:30 AM			
B. Estimated number of meals per day.			75			
C. Estimated number of serving days per <u>year</u> .			150			
D. Unit price per meal.			4.00			
E. Estimate total for contract period. (B x C x D = E)			45,000			

Exhibit F – Menus

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

20-Day Cycle Menu

Program:

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

Program:

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

Meal:

- Breakfast
- Lunch
- Supper
- Snack

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

20-Day Cycle Menu

Program:

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

Program:

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

Meal:

- Breakfast
- Lunch
- Supper
- Snack

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

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

Exhibit G – CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the

_____ day of _____, 20____.

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

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

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

RESOLUTION

WHEREAS, the Board of Education of Unified School District No. 364, Marshall County, Kansas, has determined that the creation of an activity fund is an efficient method to pay expenses for student activities; and

WHEREAS, Kansas law authorizes the establishment of school activity funds;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 364, Marshall County, Kansas, that an activity fund designated as the Marysville Junior/Senior High Activity Fund is created for the purpose of receiving and expending funds for student activities, including athletics, music, forensics, dramatics and other board approved student extra-curricular activities.

The fund shall be administered by principal. The secretary shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each month and at the end of each school year. Any person authorized to administer an activity fund shall be bonded by the school district.

Funds in the activity fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1132 and the provisions of K.S.A. 12-105b shall not apply.

ADOPTED by the Board of Education of Unified School District 364, Marshall County, Kansas, the 14th day of July, 2025.

RESOLUTION

WHEREAS, the Board of Education of Unified School District No. 364, Marshall County, Kansas, has determined that the creation of an activity fund is an efficient method to pay expenses for student activities; and

WHEREAS, Kansas law authorizes the establishment of school activity funds;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 364, Marshall County, Kansas, that an activity fund designated as the Marysville Elementary Activity Fund is created for the purpose of receiving and expending funds for student activities, including athletics, music, forensics, dramatics and other board approved student extra-curricular activities.

The fund shall be administered by principal. The secretary shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each month and at the end of each school year. Any person authorized to administer an activity fund shall be bonded by the school district.

Funds in the activity fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1132 and the provisions of K.S.A. 12-105b shall not apply.

ADOPTED by the Board of Education of Unified School District 364, Marshall County, Kansas, the 14th day of July, 2025.

RESOLUTION TO ESTABLISH ELEMENTARY SCHOOL PETTY CASH FUND

RESOLUTION

WHEREAS, the Board of Education of Unified School District No. 364, Marshall County, Kansas, has determined that the creation of a petty cash fund is an efficient method to pay expenses for school district purposes in emergencies.

WHEREAS, Kansas law authorizes the establishment of petty cash funds;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 364, Marshall County, Kansas that a petty cash fund designated as the Elementary School Petty Cash Fund is created for the purpose of receiving and expending funds for needed district expenditures in an emergency. The fund shall be in the amount of \$ 100.00.

The fund shall be administered by the Elementary School Principal. The school secretary shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each quarter and at the end of each school year. An itemized receipt shall be maintained for each expenditure. Any person authorized to administer a petty cash fund shall be bonded by the school district.

Upon proper report to the board, the petty cash fund shall be replenished by payment from the appropriate fund of the school district.

The petty cash fund shall not be loaned or advanced against the salary of any employee.

Funds in the petty cash fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105 shall not apply. ADOPTED by the Board of Education of Unified School District 364, Marshall County, Kansas, the 14th Day of July, 2025.

RESOLUTION TO ESTABLISH JUNIOR/SENIOR HIGH SCHOOL PETTY CASH FUND

RESOLUTION

WHEREAS, the Board of Education of Unified School District No. 364, Marshall County, Kansas, has determined that the creation of a petty cash fund is an efficient method to pay expenses for school district purposes in emergencies.

WHEREAS, Kansas law authorizes the establishment of petty cash funds;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 364, Marshall County, Kansas that a petty cash fund designated as the Junior/Senior High School Petty Cash Fund is created for the purpose of receiving and expending funds for needed district expenditures in an emergency. The fund shall be in the amount of \$ 100.00.

The fund shall be administered by the High School Principal. The school secretary shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each quarter and at the end of each school year. An itemized receipt shall be maintained for each expenditure. Any person authorized to administer a petty cash fund shall be bonded by the school district.

Upon proper report to the board, the petty cash fund shall be replenished by payment from the appropriate fund of the school district.

The petty cash fund shall not be loaned or advanced against the salary of any employee.

Funds in the petty cash fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105 shall not apply. ADOPTED by the Board of Education of Unified School District 364, Marshall County, Kansas, the 14th Day of July, 2025.

RESOLUTION TO ESTABLISH SUPERINTENDENT'S PETTY CASH FUND

RESOLUTION

WHEREAS, the Board of Education of Unified School District No. 364, Marshall County, Kansas, has determined that the creation of a petty cash fund is an efficient method to pay expenses for school district purposes in emergencies.

WHEREAS, Kansas law authorizes the establishment of petty cash funds;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 364, Marshall County, Kansas that a petty cash fund designated as the Superintendent's Petty Cash Fund is created for the purpose of receiving and expending funds for needed district expenditures in an emergency. The fund shall be in the amount of \$ 1,500.00.

The fund shall be administered by the Superintendent of Schools. The board clerk shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each quarter and at the end of each school year. An itemized receipt shall be maintained for each expenditure. Any person authorized to administer a petty cash fund shall be bonded by the school district.

Upon proper report to the board, the petty cash fund shall be replenished by payment from the appropriate fund of the school district.

The petty cash fund shall not be loaned or advanced against the salary of any employee.

Funds in the petty cash fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105 shall not apply. ADOPTED by the Board of Education of Unified School District 364, Marshall County, Kansas, the 14th Day of July, 2025.

RESOLUTION TO ESTABLISH REGULAR MEETING DATES

Be it resolved that pursuant to K.S.A. 72-8205, the Board of Education of Unified School District No. 364, Marshall County, Kansas, at its regular meeting held July 14th, 2025, established the following meeting schedule for regular board of education meetings to be held during the 2025 - 2026 school year:

- Hour of commencing the meeting: **6:00 P.M.**
- Day of the week the meeting will be held: **Monday**
- Week of the month the meeting will be held: **2nd**
- Meeting place: **Jr/Sr High Innovation Room**

If the established meeting date falls on a Sunday, a legal holiday or a holiday specified by the board of education, such regular meeting will be held on the day following, commencing at the same hour as detailed above.

The board of education reserves the right to adjourn any regular meeting to another time and place.

President, Board of Education

Member, Board of Education

JUNE 2025 UPDATED KASB POLICIES

The KASB June 2025 policy updates are now available. The following policy recommendations have been made by the KASB Legal/Policy Services staff. The table below explains the changes in recommended policies. Please review and compare these updates with what you have adopted to ensure you have the most up to date KASB recommended policies.

If you have any questions concerning these policy updates, please direct them to Leslie Garner, KASB’s Policy Specialist/Legal Coordinator, at lgarner@kasb.org or at 1-800-432-2471.

	RATIONALE FOR RECOMMENDED REVISION, ADDITION, OR DELETION	RECOMMENDED ACTION
<p>BBC Board Committees (revised)</p>	<p>House Bill 2134 (“HB 2134”) amended K.S.A. 75-4318 to provide as follows in new subsection (h).</p> <p><i>When a subcommittee or other subordinate group is created by a public body or agency, whenever a majority of such subcommittee or other subordinate group meets, such subcommittee or other subordinate group shall be subject to the requirements of this act.</i></p> <p>This language will ensure that when a board has reduced the number of board members working on an issue by creating a subcommittee of the body or when it has established a subordinate group to perform a function on the part of the board, that those bodies will also be subject to the requirements of notice and openness that the Kansas Open Meetings Act (“KOMA”) requires in K.S.A. 75-4317 <i>et seq.</i></p> <p>Language providing that more than three board members should not serve on those bodies at one time remains in this policy, both so that the board cannot “act” outside of its official meetings and so that other aspects of KOMA and meetings law applicable to school boards are not implicated by board committee work.</p>	<p>Review and adopt based upon HB 2134</p>
<p>CN Public Records (revised)</p>	<p>House Bill 2134 amended K.S.A. 45-219 with focus on what fees may be charged when a public agency provides copies or otherwise furnishes records to a requester pursuant to a Kansas open records act request. Revisions to this policy reflect those legislative developments, and the policy now more accurately reflects the law as it will be upon publication in the statute book (generally July 1st).</p>	<p>Review and adopt based upon HB 2134</p>

DFE Investment of Funds (revised)	<p>Substitute for House Bill 2152 changes the law regarding what financial investment options are available to governmental units. Some of these changes will not fully take effect until January 1, 2026, but the changes you will note in the policy before you are effective with the passage of the law.</p> <p>We anticipate that there will be updated guidance on investing idle funds that becomes available for districts through the state agencies in the near future to help navigate your investment activities.</p> <p>Please do note that there has been a development regarding a complaint process of which you all should be aware. The process geared toward determining whether the district and other governmental units are following the law on investment of idle funds. Section 5 of this bill provides, in part, as follows.</p> <p><i>If a bank, savings and loan association or savings bank has a good faith reason to believe that a governmental unit has not acted in compliance with K.S.A. 12-1675, 12-1677a or 12-1677b, and amendments thereto, the eligible financial institution may file a complaint with the state treasurer in writing and signed by an executive officer of the eligible financial institution. The complaint shall be submitted in the form prescribed by the state treasurer.</i></p> <p>If the state treasurer’s office finds a violation, the complaint can be made public, training can be required, and penalties of up to \$500 can be assessed against the board by the attorney general.</p>	Review and adopt based upon Sub. for HB 2152
DFH Fundraising Activities (revised)	<p>Language was added to clarify that students and employees cannot promote personal business, commercial, or private financial interests, either through direct sales or promotion of the sale of goods or services at school, on school property, or at school-sponsored events are prohibited.</p>	Review and adopt if preferred to previous language
GAACB Employee Whistleblower (NEW)	<p>House Bill 2160 brought about the Kansas Municipal Employee Whistleblower Act. Although districts already have a policy in place with some whistleblower elements that is required for federal funds, the specifics of this law require its own standalone policy, and the policy must be prominently posted where employees will see it in district buildings.</p>	Review and adopt based upon HB 2160

IB School Site Councils (revised)	As KOMA, as amended by HB 2134, will now make any subgroups created by the board subject to the act, and the law regarding school site councils in K.S.A. 72-5170 does not require the board to approve the creation of each school site council, we removed this element of our board policy. In this way, appointments to the councils can be made administratively, without board involvement.	Review and adopt if preferred (based on changes caused by HB 2134)
JBC Enrollment (revised)	We simply added a section referring policy users with enrollment questions regarding military students to new policy JBCD.	Review and adopt based upon HB 2102
JBCD Enrollment of Military Students (NEW)	A new policy has been added to address House Bill 2102 that passed during the 2025 legislative session. This policy provides advance enrollment of a military student whose parent or person acting as a parent will be stationed in this state in the succeeding school year. No proof of address shall be required at the time of enrollment.	Review and adopt based upon HB 2102
JGFGB Supervision of Medications (revised)	Senate Bill 63, which was first vetoed, but for which the veto was overridden, puts restrictions in place on use of state funds, the provision of healthcare and related services, and the dispensing of certain medications to minors commonly used with gender transitioning. While the bill is geared more toward state employees than school district employees, we did want to add a portion to our medication administration policy to note that school staff members should not be handing out any medications that are illegal in this state.	Review and adopt based upon SB 63
JH Student Activities (revised)	Senate Bill 114 focused on home school, virtual school, and nonpublic school participation in school related activities. This policy is revised to reflect those changes in the law, which are already in effect upon publication in the Kansas Register.	Review and adopt based upon SB 114
KBC Media Relations and Usage (revised – new title)	Edits to this media policy are proposed both to refresh some out-of-date language and to incorporate language from HB 2134 stating that, if you elect to livestream your board meeting, the whole of that meeting is to be made available through that medium. Please note that livestreaming board meetings still is not a legal requirement. However, if you stream any part of it, the law says you now have to stream it all.	Review and adopt if preferred to previous language

KGB Concealed Observations (revised)	This policy is being updated with the understanding that persons/boards may legally record or livestream the open portions of board meetings, so this is noted as an exception to our concealed observations policy.	Review and adopt if preferred to previous language
KM Visitors to the School (revised)	During the 2025 legislative session, House Bill 2052 was passed concerning possession of firearms. Language was added to the visitors to the school policy as a result, stating that off-duty law enforcement officers identifying themselves as such upon entry into a district building cannot be requested or required to provide or record personal information such as their email address, home phone number, or home address. Nor shall such officers be required to wear any item identifying themselves as a law enforcement officer or as being armed.	Review and adopt based upon HB 2052
KN Complaints (revised)	This tweak, although very minor, was made to give the board some flexibility to determine whether each and every complaint made against the superintendent must be investigated. Sometimes complaints express frustrations by an individual that do not necessarily suggest a violation of law or policy. This addition would give the board the ability to determine if it is appropriate in a given circumstance to authorize an investigation into the matter.	Review and adopt if preferred to previous language
TOTALS =	Existing Policy Revisions – 12 New Policies – 2 Existing Table of Contents – B, D, G, J, K	

Board Committees

BBC

(See CF)

The board shall ~~operate~~ act at all times as a committee of the whole.

~~There shall be no standing or temporary board committees except as provided for in this policy. Board members [shall not/may] serve on committees which advise the board.~~

~~The board may establish subcommittees or subordinate groups as provided herein. Any subcommittee or other subordinate group created by the board shall be subject to the open meetings law whenever a majority of the subcommittee or subordinate group meets.~~

~~Sub-committees or subordinate groups of the board may be assigned on a temporary basis and shall consist of no more than three board members. Board subcommittees are subject to the open meetings law.~~

~~Advisory Committees~~

~~After considering administrative recommendations, the board may establish advisory committees.~~

~~The type and function of each advisory committee subcommittee or subordinate group shall be dictated by district needs. After considering recommendations of the superintendent and other members of the administrative staff, the board shall appoint all members of board advisory committees.~~

No financial assistance shall be furnished to any ~~committee subcommittee or subordinate group~~ without prior board approval. ~~The superintendent shall monitor each committee's progress and relay information to the board. As Upon requested, each committee subcommittee or subordinate group shall provide a progress report in writing to the superintendent and/or the board.~~

The board may dissolve any advisory ~~committees~~ subcommittee or subordinate group at any time. No committee such subcommittee or subordinate group shall exist longer than one year unless reestablished or reappointed by board action.

Approved:

KASB Recommendation – 1/01; 4/07; 11/12; 6/13; 6/25

Public Records

CN

(See BE, CNA, ECA, HAI, IDAE, II, JGGA, and JR et seq.)

The board designates {the superintendent/other title} as its Freedom of Information Officer. The Freedom of Information Officer shall have the authority to establish and maintain a system of records in accordance with the Kansas Open Records Act and other applicable laws. The board further assigns {the clerk/or ____} to handle requests for records and to serve as the custodian of the records. The custodian shall prominently display and distribute or otherwise make available to the public a brochure concerning record access in the form prescribed by the local Freedom of Information Officer.

Types of Records

A public record means any recorded information, regardless of form or characteristics, which is made, maintained, kept by, or in the possession of the district, including those exhibited at public board meetings.

Central Office Records

Records maintained by the superintendent shall include, but may not be limited to, the following: financial, personnel, and property (both real and personal) owned by the district.

Building Records

Records maintained by the building principals shall include, but may not be limited to, the following: activity funds, student records, and personnel records. (See JR et seq.)

Public Access

All records, except those subject to exception by the Kansas Open Records Act, shall be open to inspection by the general public during regular office hours of any school or the district office. The superintendent will establish procedures for making records available on normal business days when district offices are closed. The district may charge and require advance payment of a fee for providing access to or furnishing copies of public records.

Requests for access to open records shall be made in writing to an official custodian of district records. The official custodian shall examine each request to determine whether the record requested is an open record or is subject to an exception of the Kansas Open Records Act that would allow the record to remain closed. The custodian may also refuse to provide access to a public record or to permit inspection if a request places an unreasonable burden in producing public records or if the custodian has reason to believe that repeated requests are intended to disrupt other essential functions of the district. The custodian shall either grant or deny each request.

If the custodian does not grant the request, the person requesting the record shall receive a written explanation of the reason for the denial within three days of the request, if an explanation is requested. If the requester disagrees with the explanation, the freedom of information officer shall settle the dispute.

Each request for access to a public record shall be acted upon as soon as possible, but not later than the end of the third business day following the date that the request is received. If the request is not acted on immediately,

the custodian shall inform the requester, within the three-day window, when and where the open record will be made available.

Each custodian shall file all requests and their dispositions in the appropriate office and make reports as requested by the superintendent or the board.

Copies of Records

Copies of open records shall be available upon written request, unless otherwise specified in Kansas or federal law. Requestors may only make abstracts or obtain copies of public records to which they have access under the Kansas Open Records Act. The district shall not be required to provide copies of radio or recording tapes or discs, video tapes, films, pictures, slides, graphics, illustrations, or similar audio or visual items or devices, unless such items or devices were shown or played during open session of a district board meeting. Similarly, the district shall not be required to provide such items or devices which are copyrighted by a person other than the board. Furthermore, nothing in the Kansas Open Records Act requires the district to electronically make copies available by allowing a requestor to obtain copies by inserting, connecting, or otherwise attaching an electronic device provided by the requestor to the computer or other electronic device of the district.

Advance payment of the expense of providing access to or furnishing copies of open records shall be borne by the requestor. Under no circumstances shall the documents be allowed out of their usual building location without approval of the official custodian.

The board may prescribe reasonable fees for providing access to or furnishing copies of public records, subject to the following:

- ~~in~~ In the case of fees for copies of records, the fees shall not exceed the actual cost of furnishing ~~copies~~ the requested records, including the cost of staff time required to make the information available. Actual costs may include the cost to review and redact the requested records but shall not include incidental costs incurred by the district that are not attributable to furnishing the requested records. and printing fees of ___ cents per page, as applicable;

- In the case of fees for providing access to records maintained on computer facilities, the fees shall include only the cost of any computer services, including staff time required.
- If the district incurs costs for staff time to provide access to or furnish copies of public records, the district shall use in good faith the lowest-cost category of staff reasonably necessary to provide access to or furnish copies of public records. Charges for staff time shall be based on the employee's salary or hourly wage but shall not include the costs of employee benefits.
- Upon request, the district shall provide to the person requesting access to or copies of public records an itemized statement of costs incurred by the district and charged to such requester. Such itemized statement shall include, but not be limited to, the hourly rates charged for each employee involved in making the requested records available and an itemized list of any other fees charged to provide access to or furnish copies of the requested records.
- When the staff time needed to respond to a records request will exceed five hours or the estimated actual cost for staff time needed to fill the request exceeds \$200, the district shall make reasonable efforts to contact the requester and engage in interactive communication about mitigating costs to fill the request. The requester is not obligated to mitigate costs.

If the district has made reasonable efforts to contact the requester in such a case and the requester has failed to respond by the end of the third business day, the records request will be deemed to be withdrawn until a subsequent contact has been made by the requester to the district.

As used in this policy, "reasonable efforts to contact the requester" means contacting the requester through the means of communication that the requester provided to be used by the district to respond to the request.

Fees received by the district for fees charged in accordance with this policy shall be remitted to the treasurer for ~~Revenue from copying open records will be deposited~~ deposit in the district's general fund.

Public Records CN-3

Disposition

All district office records shall be kept for at least the minimum length of time required by law.

The clerk {or ___} is designated as the official custodian of all board and district office records maintained by the district. Each building principal {or ___} is designated as official custodian of all records maintained at the building level. In addition to those records required by law, the {clerk} shall be responsible for preparing and keeping other records necessary for the district's efficient operation.

District employees shall follow the guidelines found in the student records policies. (See IDAE and JR through JRD)

Approved:

KASB Recommendation – 6/00; 01/02; 4/07; 6/07; 12/16; 12/18; 6/19; 6/25

Investment of Funds

DFE

The investment of school district monies shall be the responsibility of the superintendent, business manager, and/or the district treasurer.

Any monies not immediately required for the purposes for which the monies were collected or received may be invested as provided by current statute.

Posting Securities

All investments of district monies shall be secured to 100% of the amount of district monies by F.D.I.C. coverage, a pledge of direct federal obligations, or direct guaranteed federal agency deposits in accordance with requirements of state law. Exceptions to the required posting of securities shall be only as provided by law and with approval of the board.

All offerings of monies for investment shall state the amount to be invested and the maturity date of each investment.

All banks and savings and loan associations (hereafter “financial institution(s)”) with main or branch offices located within the district and the county or counties in which part of the district is located shall be given an opportunity to respond to requests for proposals on monies offered for investment. The depository institution shall have two business days to respond to the request for proposals with respect to savings deposits, demand deposits, time deposit, open accounts, certificates of deposit or time certificates of deposit with maturities of not more than two years. All responses shall be directed to the superintendent and shall be specified on the basis of simple interest.

Distribution of monies for investment shall be as follows:

The district treasurer or other person designated by the board shall inform each eligible financial institution of the total amount of money to be invested on a specified date and the maturity date of the investment. Each financial institution responding shall submit a single proposal of the rate of interest it would pay on all or part of the funds to be invested.

Monies shall be invested with the financial institution offering the highest interest rate in such amount as the financial institution will accept, and any remaining amounts shall be invested with the financial institution(s) offering the next highest interest rates in such amounts as it will accept until all funds offered for investment are invested. No financial institution shall be eligible to receive any funds in the same offering at a rate lower than its proposal rate.

No proposal less than the most recently determined investment rate as defined in K.S.A. 12-1675a shall be accepted unless otherwise authorized by K.S.A. 12-1675. ~~No funds will be invested for maturities of more than two years.~~

Any monies not otherwise invested in eligible financial institutions located in the district due to their inability, for whatever reason, to accept the funds, shall be invested in secured deposits in financial institutions which have offices located in counties in which a part of the school district is located.

Investment of Funds

DFE-2

Any monies not invested in financial institutions in the district or located in counties in which a part of the school district is located may be invested as authorized by Kansas law.

Monies available for reinvestment as a result of maturities may be reinvested with the financial institution holding such monies provided the financial institution agrees to pay the same or higher rate as that offered by the highest proposal at the time the requests for proposals were accepted.

In the event of identical high proposals, the allocation of monies to be invested between the financial institutions offering the high proposals shall be at the discretion of the superintendent.

The district treasurer shall record the following information: the date of each request for proposal; the name of each financial institution notified; the name of the officer notified; the proposal; the amount of monies the financial institution is willing to accept at the rate proposed.

To be eligible to receive invested funds or deposits from the district, any otherwise eligible financial institution shall have on file in the office of the district treasurer a letter requesting its inclusion in any request for proposal and providing proper assurance of compliance with requirements of applicable laws and board policy relating to maintenance of proper security and assurance of its membership in good standing consistent with current federal regulations. The superintendent shall report monthly to the board on the district's investments.

Approved:

KASB recommendation 6/06; 4/07; 6/18; 12/19; 6/20; 6/25

Fundraising Activities

DFH

Fundraising activities at school, on school property, or at school-sponsored events are prohibited except as provided in this policy.

~~Promotion of commercial or private financial interests either through direct sales or through promotion of competitive goods or services by students and employees is not fundraising and is prohibited at school, on school property, or at school-sponsored events.~~

Faculty and student participation in fundraising shall be strictly voluntary. At no time shall participation in fundraising impact a student's grade or membership, participation time or standing on a team, club, or group. Door-to-door sales are strongly discouraged. Faculty and sponsors shall not require or promote door-to-door sales.

The district will manage, restrict, or decline funds, gifts, or fundraising activities to assure that fundraising and expenditures comply with applicable district, state, and federal law and guidelines, including, but not limited to, Title IX and Kansas State High School Activities Association (KSHSAA) rules and regulations.

Fundraising activities must be pre-approved by the superintendent or designee, and adhere to the following guidelines:

- Fundraising activities shall not interfere with instructional time, infringe upon or detract from the classroom activities, or the educational process as determined by the superintendent or designee.
- Online fundraising, utilizing websites such as DonorsChoose or GoFundMe, must comply with this policy, district rules and regulations concerning fundraising, and the rules governing the fundraising site.
- Approval of fundraising requests shall depend on factors including, but not limited to:
 - Compatibility with the district's educational program, mission, vision, core values, and beliefs;
 - Compatibility with any terms, conditions, and requirements of grants or other specific funding sources;
 - Compatibility with existing district technology;
 - Congruence with the district and school goals that positively impact student performance;
 - The district's instructional priorities;
 - The manner in which donations are collected and distributed;
 - Equity in funding; and
 - Other factors deemed relevant or appropriate by the district.

- If approved, the requestor shall be responsible for preparing all materials and information related to the fundraising campaign and keeping district administration apprised of the campaign's status. The requestor is responsible for compliance with all state and federal laws, the rules governing the fundraising site, and other relevant district policies and procedures, as well as the following:
 - Fundraising proceeds shall not be deposited into a staff member's personal bank account or peer to peer payment network.
 - Money raised or items secured by a fundraising campaign by a person or entity acting on behalf of the school or the district will be the property of the district.
 - All items and money generated on behalf of the district are subject to the same controls and regulations as other district property and shall be deposited or inventoried accordingly. No money raised or items purchased shall be distributed to individual employees without the express written consent of the superintendent.
 - Pictures of students in conjunction with fundraising activities shall not occur unless parents of students have consented in writing to the use of the picture for this specific purpose.
 - Fundraising activities must comply with all board policies, including, but not limited to, policies governing the privacy rights of students.

Nothing in this policy is intended to prohibit an employee from using online fundraising campaigns for personal items or reasons outside of the school or work time. In such cases, the employees shall not be acting on behalf of the district or school, identify themselves as employees of the district, or suggest the fundraising campaign is for the benefit of students, classrooms or schools of the school district.

For purposes of this section, "acting on behalf of the district or the school" means an employee holding oneself out as an employee of the district and/or seeks donations for the benefit of the district, a particular school, classroom, or student.

Personal Business Interest

Neither students nor employees are permitted to promote personal business, commercial, or private financial interests either through direct sales or through promotion of the sale of goods or services at school, on school property, or at school-sponsored events. Such activities are not fundraising and are prohibited.

Approved:

KASB Recommendation – 12/24; 6/25

(See DE)

No disciplinary action shall be taken against a district employee because the employee:

- Discussed the operations of the district or other matters of public concern, including matters relating to public health, safety, and welfare either specifically or generally, with any member of the board or any auditing agency;
- reported a violation of state or federal law or any policies and regulations adopted pursuant to such laws to any person, agency, or organization;
- failed to give notice to the employee's supervisor or the board prior to making any report as described in the above paragraph; or
- disclosed malfeasance or other misappropriation of money held by the district to any person, agency, or organization.

The above shall not be construed to:

- Prohibit a supervisor or the board from requiring that an employee inform their supervisor or the district compliance coordinator regarding governing body or auditing agency requests for information submitted to the district or the substance of testimony made, or to be made, by the employee to members of the board or the auditing agency on behalf of the district;
- permit an employee to leave the employee's assigned work areas during normal work hours without following applicable rules and regulations and policies pertaining to employee leave unless the employee is requested by a member of the board to appear before the board or by an auditing agency to appear at a meeting with officials of the auditing agency;
- authorize an employee to represent the employee's personal opinions as the opinion of the district; or
- prohibit disciplinary action of an employee who discloses information that:
 - the employee knows to be false or that the employee discloses with reckless disregard for the truth or falsity of such information;
 - the employee knows to be exempt from required disclosure under the open records act;
 - is confidential or privileged under state or federal law or court rule; or
 - is disclosed due to a corrupt motive rather than a good faith concern for a wrongful activity.

Copies of this policy shall be prominently posted in each school and district building in a location where it can reasonably be expected to come to the attention of all employees of the district.

As used in this policy, auditing agency means:

- The legislative post auditor;
- any employee of the division of post audit;
- any firm performing audit services pursuant to a contract with the post auditor;
- any state agency or federal agency or authority performing auditing or other oversight activities under authority of any provision of law authorizing such activities; or
- the inspector general established in state law.

Approved:

KASB Recommendation – 6/25

School Site Councils

IB

(See KA)

A site council shall be established in each district building. Each council shall be responsible for providing advice and counsel for evaluating state, school district, and school site performance goals and objectives and in recommending methods that may be employed at the school site to meet these goals and objectives. Discussions may include allocations of the school budget and administrative and management functions.

The membership of each council shall include, at a minimum, the building principal, and representatives of: teachers and other school personnel, parents of pupils attending the school, the business community, and community leaders.

The principal shall recommend site council members for ~~board~~-superintendent approval.

Each site council shall establish meeting schedules. Each council ~~shall~~may make recommendations and proposals to the board~~report to the board at least _____ times a year.~~

Approved:

KASB Recommendation—7/96; 6/04; 4/07; 6/14; 6/22; 6/25

Enrollment

JBC

(See IIBGB, JBCA, JBCB, JBCC, and JQKA)

Resident Students

A “resident student” is any child who has attained the age of eligibility for school attendance and lives with a parent or a person acting as a parent who is a resident of the district. Children who are “homeless” as defined by Kansas law and who are located in the district will be admitted as resident students. For purposes of this policy, “parent” means the natural parents, adoptive parents, step-parents, and foster parents. For purposes of this policy, “person acting as a parent” means a guardian or conservator, a person liable by law to care for or support the child, a person who has actual care and control of the child and provides a major portion of support, or a person who has actual care and control of the child with written consent of a person who has legal custody of the child.

Nonresident Students

Details concerning the enrollment and continued enrollment process for nonresident students may be found in board policy JBCC.

Military Students

Details concerning the enrollment and attendance of military students, as defined in state law, may be found in board policy JBCCD.

Enrollment Restriction

Unless approved in advance by the board, no student, regardless of residency, who has been suspended or expelled from another school district will be admitted to the district until the period of such suspension or expulsion has expired.

Enrollment Procedures

The superintendent shall establish orderly procedures for enrolling all students, including pre-enrollment, changes in enrollment, normal enrollment times, and communication to parents and to the public.

Part-Time Students

The board allows any child to enroll part-time in the school district to allow the student to attend any courses, programs, or services offered by the school district if the child:

- Is also enrolled in a nonaccredited private elementary or secondary school or in any other private, denominational, or parochial school as required by law;
- requests to enroll part-time in the school district; and
- meets the age of eligibility requirements for school attendance.

District administrators shall make a good faith attempt to accommodate scheduling requests of students enrolling in the school district in these situations but shall not be required to make adjustments to accommodate every such request.

Part-time students, other than those specified previously in this policy may enroll with the administration's permission if they complete all paperwork in a timely fashion and are in attendance no later than _____. (Insert date) Such part-time students may be admitted only to the extent that staff, facilities, equipment, and supplies are available, and the students follow the district's student conduct policies and rules.

Identification of Students

All students enrolling in the district for the first time shall provide required proof of identity. Students enrolling in kindergarten or first grade shall provide a certified copy of their birth certificate, a certified copy of the court order placing the child in the custody of the Secretary of the Department for Children and Families, or other documentation which the board determines to be satisfactory. Students enrolling in grades 2-12 shall provide a certified transcript, similar pupil records or data, or other documentary evidence the board deems satisfactory.

The above requirements are not to serve as barriers to immediate enrollment of students designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by ESSA. The district shall work with the Department for Children and Families, the school last attended, or other relevant agencies to obtain necessary enrollment documentation.

If proper proof of identity is not provided within 30 days of enrolling, the superintendent shall notify local law enforcement officials as required by law and shall not notify any person claiming custody of the child.

Enrollment Information

The enrollment documentation shall include a student's permanent record card with a student's legal name as it appears on the birth certificate or as changed by a court order and the name, address, and telephone number of the lawful custodian. The records shall also provide proper proof of identity.

Assignment to a School Building, Grade Level, or Classes

Unless otherwise provided herein, the superintendent shall assign students to the appropriate building. Any student desiring to attend a school outside the attendance area in which the student resides may do so only with the prior written permission of the superintendent.

Enrollment

JBC-3

If required by law, students placed in foster care or students who are homeless may be educated in their “school of origin” instead of the building corresponding to the assigned attendance area. (For definition of “school of origin”, see regulations for JBCA and JBCB.)

Enrollment

JBC-3

Assignment to a particular grade level or particular classes shall be determined by the building principal based on the educational abilities of the student. If the parents disagree, the principal’s decision may be appealed to the superintendent. If the parents are still dissatisfied with the assignment, they may appeal in writing to the board.

Transferring Credit

In {middle school/junior high} and high school, full faith and credit shall be given to units earned in other accredited schools at the time the student enrolls in the district, unless the principal determines there is valid reason for not doing so. For online credit approval procedures after enrollment, see board policy IIBGB.

Transfers from Non-Accredited Schools

Students transferring from non-accredited schools will be placed by the principal. Initial placement will be made by the principal after consultation with parents or guardians and guidance personnel. Final placement shall be made by the principal based on the student’s documented past educational experiences and performance on tests administered to determine grade level placement.

Approved:

KASB Recommendation – 6/01; 4/07; 6/13; 12/14; 6/15; 12/15; 12/16; 6/19; 6/22; 6/23; 6/25

Enrollment of Military Students

JBCD

(See IIBGB, JBC, JBCA, JBCB, JBCC, and JQKA)

For the purposes of this policy, the following terms will be defined as follows:

“Military student” is a person who is a dependent of a full-time active duty member of the military service or a dependent of a member of any of the United States military reserve forces who has been ordered to active duty under 10 U.S.C. §§ 12301, 12302, or 12304, or ordered to full-time active duty for a period of more than 30 consecutive days under 32 U.S.C. §§ 502(f) or 512 for the purposes of mobilizing for war, international peacekeeping missions, national emergency, or homeland defense activities.

“Parent” means the natural parents, adoptive parents, step-parents, and foster parents.

“Person acting as a parent” means a guardian or conservator, a person liable by law to care for or support the child, a person who has actual care and control of the child and provides a major portion of support, or a person who has actual care and control of the child with written consent of a person who has legal custody of the child.

Enrollment of Military Students in Grades K-12

If evidence is provided that a military student’s parent or person acting as a parent will be stationed at a military installation in Kansas during the current or immediately succeeding school year, the district shall enroll any military student in kindergarten or any of the grades one through 12 prior to the military student physically residing in this state, and no proof of address shall be required at the time of enrollment. Residency within the district may be required for attendance if the district does not have open seats at the time of enrollment as determined by board policy JBCC and Kansas law.

Enrollment of Military Students in District Pre-K Programs

If the district offers a pre-kindergarten program, it shall enroll any military student in a pre-kindergarten program if the military student is eligible to participate in the program and the military student or the military student’s parent or person acting as a parent provides evidence that the military’s parent or person acting as parent will be stationed at a military installation in Kansas during the current or immediately succeeding school year. If the district has no open seats for the program, then the military student shall be placed on a waiting list for enrollment. Proof of address shall not be required at the time of enrollment, but proof may be required for attendance.

Special Education and Section 504 Services

If the military student has an individualized education program (IEP) or a 504 plan, the district shall take appropriate measures to ensure the military student will receive the required education and related service upon attending school in the district.

Approved:

KASB Recommendation – 6/25

Supervision of Medications

JGFGFB

(See JGFGBA)

The supervision of medications shall be in strict compliance with the rules and regulations of the board as carried out by district personnel. Diagnosis and treatment of illness and the prescribing of drugs and medicines are not the responsibility of the public schools and are not to be practiced by any school personnel, including school nurses, unless authorized. No medications shall be dispensed or administered if prohibited by state law.

In certain circumstances when medication is necessary ~~in order that for~~ the student to remain in school, the school may cooperate with parents in the supervision of medication that the student will use. However, the medical person authorized to prescribe medication or the parent if it is a non-prescription medication must send a written order to the building administrator who may supervise the administration of the medication or treatment. The parents must submit a written request to the building administrator requesting the school's cooperation in such supervision and releasing the school district and personnel from liability.

School personnel shall not be required to be custodians of any medication except as required by a written order of a licensed medical person or in the case of nonprescription medication when requested in writing by the parents.

The medication shall be examined by the school employee administering it to determine that it appears to be in the original container, to be properly labeled, and to be properly authorized by the written order of licensed medical person. Two containers, one for home and one for school, should be requested from the pharmacist.

Any changes in type of drugs, dosage, and/or time of administration should be accompanied by updated physician and parent permission signatures and a newly labeled pharmacy container.

All medication maintained in the school setting should be kept in a locked container. This includes medication requiring refrigeration.

Medications should be inventoried every semester. Out-of-date stock should be returned to the parent or destroyed.

Over-the-counter medications should not be maintained on any school premises, including athletic areas, unless written parent permission to administer is obtained.

The building administrator may choose to discontinue the administration of medication provided that the parents or medical person are notified in advance of the date and the reasons for the discontinuance.

Supervision of Medications

JGFGB-2

After medication is administered, students should be observed for possible reactions to the medication. This observation may occur at the site of administration or in the classroom as a part of the normal routine.

This policy shall be shared with all local physicians and dentists where practicable. Forms should also be made available to the health care providers in the community.

An individual record should be kept of each medication administered. The record should include student identification, date prescribed, name of medication, time and date(s) administered, signature of person administering and section for comments.

In the administration of medication, the school employee shall not be deemed to have assumed any legal responsibility other than acting as a duly authorized employee of the school district.

Approved:

KASB Recommendation—9/96; 6/04; 4/07; 12/15; 6/25

Student Activities

JH

(See DK, JGFB, JM and KG)

The principal shall be responsible for organizing and approving all student activities. All school-sponsored activities shall be supervised by an adult approved by the administration.

Eligibility for Activities

Unless otherwise provided herein, students who participate in any school activity shall meet the following requirements:

- all applicable KSHSAA regulations;
- academic eligibility requirements noted in handbooks; and
- other requirements requested by the administration and approved by the board.

Participation in Kansas State High School Activity Association Activities

Any student who meets the requirements outlined below shall be permitted to participate in any activities, including any district-sponsored events, ceremonies, programs, or other functions directly related to such district activity, offered by the district that are regulated, supervised, promoted and developed by the Kansas State High School Activities Association (“KSHSAA”).

The board may require a student who participates in an activity pursuant to this policy, including, but not limited to, virtual school students, to enroll in or complete a particular course as a condition of participation, if such requirement is imposed upon all other students who participate in a particular KSHSAA activity.

Except as provided in this policy regarding modified academic eligibility requirements for home school students, any student who seeks to participate in an activity pursuant to this policy shall be subject to any tryout or other participation requirements that are otherwise applicable to all other students for participation in activity.

Virtual School or Nonpublic Elementary or Secondary School Students

Any student meeting the following requirements shall be permitted to participate in any district sponsored KSHSAA activities ~~that are regulated, supervised, promoted, and developed by the Kansas State High School Activities Association (“KSHSAA”).~~ The requirements include:

- Being a resident of the school district;
- being enrolled and attending a virtual school as defined in state law K.S.A. 72-3712 or a nonpublic elementary or secondary school;
- complying with the statutory health certification and inoculation requirements ~~of K.S.A. 72-6262, as amended,~~ prior to participation in any such activity;

- meeting applicable age and eligibility requirements required by KSHSAA;
- paying any fees required by the district for participation in such activity, if such fees are generally imposed upon all other students who participate in the activity; and
- seeking participation at the appropriate school of the district that corresponds to where the student resides within the school district's respective school attendance boundaries established by the board.

Except as otherwise provided in this policy, any student attending a virtual school, who seeks to participate in an activity in the student's resident school district shall not be required to enroll in or attend a minimum number of courses at such school district.

Any student attending a home school, who is a resident of the district and seeks to participate in a KSHSAA activity sponsored by the district, shall be deemed to meet any academic eligibility requirements established by KSHSAA for participation in such activity if:

Student Activities

JH-2

- The student is maintaining satisfactory progress towards achievement or promotion to the next grade level; and
- the parent, teacher, or organization that provides instruction to the student submits an affidavit or transcript to KSHSAA indicating the student meets these academic eligibility requirements.

Upon submission of an affidavit, the student attending a home school shall be deemed to meet any academic eligibility requirements established by KSHSAA and shall retain such academic eligibility during the activity season for which the affidavit was submitted.

Any student who withdraws from the district and subsequently enrolls in an accredited private school, a nonpublic elementary or secondary school or a virtual school shall not be eligible for full participation in any activities offered by the district immediately following the student's withdrawal in accordance with KSHSAA's academic eligibility policies, unless the student was eligible for full participation in any such activities pursuant to the eligibility policies of the district and KSHSAA on the date of withdrawal and the student participates in such activities at the school from which such student withdrew. The student may be permitted limited participation in any such activities in accordance with the eligibility policies of the district and KSHSAA.

~~The board may require a student who participates in an activity pursuant to this policy, including, but not limited to, virtual school students, to enroll in or complete a particular course as a condition of~~

~~participation, if such requirement is imposed upon all other students who participate in a particular KSHSAA activity.~~

~~— Except as provided in this policy regarding modified academic eligibility requirements for home school students, and any student who seeks to participate in an activity pursuant to this policy shall be subject to any tryout or other participation requirements that are otherwise applicable to all other students for participation in the activity.~~

Kansas Academy of Mathematics and Science Students

Any student who meets the following requirements shall be permitted to participate in any district-sponsored KSHSAA activities. The requirements include:

- Being enrolled in and attending the Kansas academy of mathematics and science;
- complying with the statutory health certification and inoculation requirements prior to participation in any such activity;
- meeting applicable age and eligibility requirements required by KSHSAA;
- paying any fees required by the district for participation in such activity, if such fees are generally imposed upon all other students who participate in the activity; and
- seeking participation at the appropriate school of the district that corresponds to where the postsecondary educational institution designated by the state board of regents for the Kansas academy of mathematics and science program.

Adding or Eliminating Activities

Administrative recommendations to add or eliminate specific activities {shall/may} be considered by the board. Individual patrons or groups of patrons may request the addition or elimination of activities using rules approved by the board and filed with the clerk.

Activity Fund Management

The building principals shall maintain an accurate record of all student activity funds in the respective attendance centers. A monthly report to the board on the revenue and expenditures of the activity fund shall be made. No funds shall be expended from these accounts except in the support of the student activity program.

Receipts shall be issued for all revenue taken into the activity fund of each attendance center. All payments from the activity fund shall be by checks provided for that purpose.

Approved:

KASB Recommendation – 6/00; 4/07; 11/12; 12/15; 6/23; 6/24; 6/25

Media Relations and Usage

KBC

(See KGB)

Upon presentation of proper credentials, ~~media~~-members of the press on assignment will be admitted free of charge to all school extra-curricular activities. To the extent possible, space will be provided at sporting and special events for members of the working media to cover extra-curricular activities.

Broadcasting, Livestreaming, and ~~Taping~~Recording

The superintendent is authorized to establish rules and regulations for broadcasting, livestreaming, and ~~taping recording~~ district activities in accordance with any relevant law and KSHSAA rules governing any particular event.

The appropriate building principal shall be responsible for determining eligibility, ensuring proper security protocols, and issuing passes to press members on assignment to cover school events. Members of the broadcast media are encouraged to~~shall~~ notify the superintendent or building principal prior to the event they wish to cover, so arrangements may be made for their to accommodate their equipment.

The board is not obligated to broadcast, livestream, or record its board meetings. However, if the board elects to livestream any board meeting on television, the internet, or any other medium, all aspects of any such open meeting will be available through the selected medium for the public to observe, absent any unintentional technological failure or action taken by the provider of the medium disrupting or preventing the livestream.

News Releases

News and information concerning building events and programs may be released to the media with the approval of the principal. District news releases prepared for public distribution by district employees or students shall have the superintendent's approval prior to release. The superintendent shall, upon request, prepare official district news releases for the board.

Conferences and Interviews

News conferences and interviews shall be scheduled so they do not disrupt regular educational activities. Representatives of the news media seeking to interview a student during school hours must first have the principal's approval and permission from the student's parent or guardian.

Approved:

KASB Recommendation – 3/00; 4/07; 6/25

Concealed Observations

KGB

(See JGGA)

Unless otherwise provided in this policy or policy JGGA, individuals are prohibited from recording students, employees, and/or board members surreptitiously or through the use of concealed audio and/or visual recording devices. This prohibition is in effect at school, on or in district property, and at meetings and conferences held for educational or disciplinary purposes.

Exceptions to this prohibition include the use of video surveillance throughout district facilities and in district vehicles, provided in accordance with JGGA; the recording or livestreaming of open meetings subject to the Kansas Open Meetings Act; the recording of due process hearings or student disciplinary hearings for evidentiary purposes; recording of students for use during the student's evaluation or provision of special education services with the principal's prior permission; and the recording of a school sponsored activity, program, or event which is open to the general public.

Individuals wishing to record students, employees, or board members at school, on or in district property, or at meetings and conferences as previously described shall first notify the superintendent or building principal in advance. If such recording is not prohibited by law or policy, the administrator may allow the recording and may make arrangements to record on behalf of the district.

Approved:

KASB Recommendation –6/16; 6/25

Visitors to the School

KM

The board encourages patrons and parents to visit district facilities. Patron visits shall be scheduled with the teacher and the building principal.

Notices shall be posted in school buildings to require visitors to check in at the office before proceeding to contact any other person in the building or on the grounds.

Any person who visits a building and/or grounds of the district will be under the jurisdiction of the building principal who shall be responsible for developing rules and regulations governing the presence of visitors in the buildings.

In accordance with Kansas law, off-duty law enforcement officers identifying themselves as such upon entry into a district building cannot be requested or required to provide or record personal information such as their email address, home phone number, or home address. Nor shall such officers be required to wear any item identifying them as a law enforcement officer or as being armed.

The principal has authority to request assistance from law enforcement if any visitor to the district's buildings or grounds refuses to leave or creates a disturbance. Violation of this rule may lead to removal from the building or grounds and denial of further access to the building or grounds. Violators of this board policy may be subject to the state trespass law.

Approved:

KASB Recommendation – 3/00; 4/07; 6/25

Complaints

KN

(See BCBI, DE, GAAC, GAACA, GAAB, GAAF, IF, IKD, JCE, JGEC, JGECA, and KNA)

General Complaints

The board encourages all complaints regarding the district to be resolved at the lowest possible administrative level. If the investigation and determination procedures of a complaint are not regulated in another board policy or the negotiated agreement, as applicable, it will be designated a general complaint subject to processing under this policy. Whenever a general complaint is made directly to the board as a whole or to a board member as an individual, it will be referred to the administration for study and possible resolution pursuant to the procedures outlined in this policy.

Informal Procedures

The building principal shall attempt to resolve general complaints in an informal manner at the building level. Any school employee who receives a general complaint shall inform the individual of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. Upon becoming aware of a complaint, the building principal shall, within a reasonable time, but without delay, discuss the complaint with the individual to determine if it can be resolved. If the matter is resolved to the satisfaction of the individual, the building principal shall document the nature of the complaint and the proposed resolution and forward this record to the district compliance coordinator.

If the matter is not resolved to the satisfaction of the individual in the meeting with the principal, or if the individual does not believe the resolution remains acceptable, the individual may initiate a formal complaint.

Formal Complaint Procedures

- A formal complaint shall be filed within 10 school days of the conclusion of the informal procedures. The formal complaint shall be in writing and contain the name and address of the person filing the complaint. The complaint shall briefly describe the alleged violation. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved through the informal procedures, the building principal may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- If appropriate, an investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board may appoint an investigating officer. In other instances, the investigation shall be conducted by the building principal, the compliance coordinator, or another individual appointed by the board or the superintendent. The investigation shall be informal but thorough. The complainant and the respondent will be afforded an opportunity

- to submit written or oral evidence relevant to the complaint and to provide the names of potential witnesses who may have useful information.
- A written determination of the complaint's validity and a description of the resolution shall be issued by the investigator, and forwarded to the complainant and the respondent. If the investigator anticipates a determination will not be issued within 45 days after the filing of the complaint, the investigator shall provide written notification to the parties including an anticipated deadline for completion.
 - If the investigation results in a recommendation that a student or staff member be subject to discipline, the specifics will not be included in the written determination provided to the parties to protect the privacy rights of the student or staff member.
 - If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.
 - If the investigation results in a recommendation that an employee be suspended without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and state law will be followed.
 - Records relating to complaints filed and their resolution shall be forwarded to and maintained in a confidential manner by the district compliance coordinator.

Appeal Procedures

The complainant or respondent may appeal the determination of the complaint. Appeals shall be heard by the district compliance coordinator, a hearing officer appointed by the board or superintendent, or by the board itself. The request to appeal the determination shall be made within 20 days after the date of the written determination of the complaint at the lower level. The appeal officer shall review the evidence gathered by the investigator at the lower level and the investigator's report and shall afford the complainant and the respondent an opportunity to submit further evidence, orally or in writing, within 10 days after the appeal is filed. Whenever an appeal officer is appointed to review an appeal, the appeal officer will prepare a written report to the board within 30 days after the appeal is submitted for decision. The board shall render its decision not later than the next regularly scheduled meeting of the board following the receipt of the report and provide the parties with notice of the result of the appeal. Any matter determined by the board in accordance with this process shall be valid to the same extent as if the matter were fully heard by the board without an appeal officer.

Complaints

KN-3

Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.

If it is determined at any level that a violation of board policy or school rules occurred, the district will take prompt, remedial action to prevent reoccurrence. The district prohibits retaliation or discrimination against any person for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.

Complaints Against the Superintendent

A complaint against the superintendent shall be filed in writing with the clerk of the board of education as soon as possible after the conduct occurs that led to filing a complaint but not later than 20 days after the complainant becomes aware of the alleged violation, unless the conduct forming the complaint is ongoing. ~~If appropriate, the~~The board, or the board's designee, shall investigate the complaint. If the board appoints a designee to conduct the investigation, the designee shall submit a report of the designee's findings upon which the board will decide the complaint. The board shall review the report and decide the matter as soon as reasonably possible but not later than sixty (60) days after the complaint is filed. After the board has reviewed the report, it may, in its sole discretion, request a meeting with the investigator or any party. The board may extend the timeframe for issuing a decision by providing the complainant with written notice of the proposed decision date. There is no appeal from the board's decision.

Complaints About Discrimination on the Basis of Sex

Complaints regarding alleged discrimination on the basis of sex, as prohibited by Title IX of the Education Amendments of 1972 and other federal and state laws regulating such discrimination and discriminatory harassment, shall be handled in accordance with the procedures outlined in board policies GAAC, for staff, and JGEC, for students, and shall be directed to the Title IX Coordinator at (Position or name, address, email address, and phone number of Title IX Coordinator).

Complaints About Discrimination or Discriminatory Harassment Not on the Basis of Sex

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, genetic information, or religion in the admission to, access to, treatment, or employment in the district's programs and activities is prohibited. (Position, address, email address, and phone number of the district compliance coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964 (with the exception of discrimination on the basis of sex), Section 504 of the Rehabilitation Act of 1973, and the Americans with

Disabilities Act of 1990, the Age Discrimination Act of 1975, the Personal Responsibility Work Opportunity Reconciliation Act of 1996, and the Food Stamp Act of 1977, as amended.

Complaints

KN-4

For more information regarding what qualifies as discrimination or harassment on the basis of race or disability, see board policies GAACA applying to staff members and JGECA applying to students.

For information regarding the investigation or resolution process for complaints of discrimination or discriminatory harassment not involving sex-based conduct or district child nutrition programs, see board policies GAAB for staff members and JCE for students.

Complaints Concerning Child Nutrition Programs

Complaints alleging discrimination in child nutrition programs offered by the district shall be handled in accordance with the procedures outlined in board policy KNA.

Complaints About Policy

The superintendent shall report any unresolved complaint about policies to the board at the next regularly scheduled board meeting.

Complaints About Curriculum

The superintendent shall report a failure to resolve any complaint about curriculum to the board at the next regularly scheduled board meeting. See board policy IF for complaints dealing with textbooks and instructional materials.

Complaints About Instructional Materials

The building principal shall report any unresolved complaint about instructional materials to the superintendent promptly after receiving the complaint. See board policy IF.

Complaints About Facilities and Services

The superintendent shall report any unresolved complaint about facilities and services to the board at the next regularly scheduled board meeting.

Complaints About Personnel

The superintendent or the building principal involved shall report any unresolved complaint about personnel to the board at the next regularly scheduled board meeting.

Complaints About Emergency Safety Intervention Use

Complaints concerning the use of emergency safety interventions by district staff shall be addressed in accordance with the local dispute resolution process outlined in board policy GAAF.

Complaints About School Rules

Any student may file a complaint with the principal concerning a school rule or regulation that applies to the student. The complaint shall be in writing, filed within 20 days following the application of

the rule or regulation, and must specify the basis for the complaint. The principal shall investigate the complaint and inform the student of the resolution within 10 days after the complaint is filed.

Complaints

KN-5

Approved:

KASB Recommendation – 9/97; 8/98; 3/00; 4/07; 6/13; 6/15; 6/20; 7/20; 12/22; 6/23; 12/24; 6/25

GBRH

CLASSIFIED PERSONNEL SICK LEAVE POLICY

Sick leave is earned at a rate of one (1) day per month for the first six (6) months of employment or until their maximum annual amount of sick leave is earned.

Leave time will be given in the amount of their regular hours assigned to work – not to exceed 8 hours per day. Sick and personal leave may be taken in ¼ day increments up to a maximum of 12 times per year. The remaining leave is to be taken in one half day increments and any portion of such half day will be considered a half day.

Days that are not used shall accumulate to a total of one hundred (100 days).

Sick Leave Table

Length of Contract	Number of Days
9 months	7 days (4 personal, 3 sick (12 - ¼))
10 months	8 days (4 personal, 4 sick (12 - ¼))
11 months	9 days (5 personal, 4 sick (12 - ¼))
12 months	11 days (6 personal, 5 sick (12 - ¼))

Inclement Weather Days

Length of Contract	Number of Days
9 months	First 3 weather days; only if school is cancelled
10 months	
11 months	
12 months	

Paid Holidays

Length of Contract	Holidays
9 months	Thanksgiving, Christmas Day, New Year’s Day
10 months	Thanksgiving, Christmas Day, New Year’s Day, Good Friday
11 months	Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Day, Good Friday, Memorial Day
12 months	Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Day, Good Friday, Memorial Day, July 4th

Sick leave is interpreted as illness of employee, illness or death in employee's own family (father, mother, brother, sister, wife, husband, grandparents, children, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister in-law, or a relative whose residence is in the home of the employee). It is also interpreted as deaths of a niece, nephew, brother-in-law, sister-in-law, uncle or aunt and grandparents of a spouse. Bereavement leave is limited to three days per occurrence except for extended circumstances as approved by the administration. Sick leave shall also include attending the funerals of close friends with the approval of the administrative principal, limited to one-half (1/2) day for local friends and not more than one (1) day if out of town, except for extended circumstances as approved by the administration. An employee must provide written verification from a physician to use sick leave for more than fifteen consecutive school days.

Personal leave can be used for a snow day. Requests for personal leave must be given to the employee's supervisor at least one week in advance of the leave. An employee who has requested personal leave on a certain date and then decides not to use the leave on that date must notify the supervisor of the intent not to use the leave by 4:00 p.m. on the preceding day.

Any classified employee who is called to jury duty will be granted paid leave and such leave will not be deducted from the employee's current or accrued leave.

Employees will be paid for unused sick leave beyond ninety days at the rate of half the daily rate for a substitute in each individual position not to exceed \$40 per day.

If an employee retires from the district after working twenty (20) or more years in the district, the employee will be paid for up to ten (10) sick days, if that many have accrued, as a longevity/retirement bonus.

If the employee leaves the employment of the district for any other reason, no payment will be made for unused sick leave.

Approved: 7/25

Marysville Elementary

Teacher Handbook

2025 - 2026



Students who are loved at home, come to school to learn, and students who aren't, come to school to be loved. -Nicholas A. Ferroni

U. S. D. #364
MARYSVILLE ELEMENTARY SCHOOL

DISTRICT MISSION STATEMENT

Lead by example and expect success.

DISTRICT VISION STATEMENT

Lifelong success for all learners.

OUR THEME

One Vision, One Mission, One Family
and

It's A Great Day To Be A Bulldog. Bulldogs Don't Quit!

OUR BELIEFS

1. All students can learn.
2. All students deserve opportunities to develop their potential.
3. All students have dignity and worth.
4. All students deserve a safe environment that promotes learning.
5. Self-discipline is a learned skill necessary for success in life.
6. Reading, computation, problem-solving, and communication skills are essential for success in life.
7. All staff members are role models.
8. All students deserve opportunities to practice self expression and citizenship

Building Wide Expectations for Staff

Professionalism & Conduct

Professionalism

1. Be on time and prepared for all school-related activities.
2. Assume positive intent-allows teams to grow strong and feel more connected. It also prevents unnecessary conflicts and misunderstandings.
3. Be honest and trustworthy in all interactions.
4. Showing a strong commitment to the teaching profession and to the success of each student.
5. Exhibit behavior that serves as a positive example for students.
6. Build positive, collaborative relationships with colleagues, administrators, and the community.

Professional Appearance

Teachers and staff are role models and must maintain professional standards in dress and grooming to support a productive learning environment. The district encourages staff to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. As educators, the image we project to our students, parents, and community should be professional, positive and enthusiastic. Please review the following guidelines for what is acceptable and unacceptable. [BOE Policy GAM](#) and [BOE Policy GBU](#)

Acceptable

- Well fitting and appropriate clothes. No political statements or advertisements
- Nice Slacks/Capris
- Polo or Dress shirt
- Educational themed shirt
- Dressy shoes/sandals, tennis shoes, boots
- Dark, Khaki, or colored jeans
- Dresses
- Leggings with appropriate length dress or sweater (below fingertips)
- Hoodies with dress shirt or polo underneath

Unacceptable

- Athletic pants /shirts (unless you teach PE)
- Plastic or cheap rubber flip flops
- Torn, distressed, holey jeans
- Shorty shorts
- Sweatpants/athletic joggers
- Hats should not be worn in the building

At MES, we encourage staff to dress up for events at school such as pajama day, sweats day, etc. On Fridays, we encourage staff to participate in Bulldog Friday by wearing Bulldog apparel.

Staff Cell Phone Policy

Cell phones can be a great tool for teachers in and outside the classroom. Staff can use it as a timer, camera, communication with the office, communication to promote work in a positive way, emergency, and a clock. Staff should not use their personal cell phones for personal things during their duty hours.

Staff should be aware that using your cell phone while you are teaching or supervising students is not acceptable. Do not be distracted from your duties. Staff should be role models to students on how to properly use cell phones.

Please see the Parent Handbook on the policy for [Personal Student Technology](#).

Visitors

All visitors must stop by the office to sign in and obtain a visitor pass before going to the classroom.

Upon leaving the visitor(s) are to return to the office to sign out and return the visitor pass.

If a parent plans to eat a school lunch with their child for a special occasion or by invitation from the school, please make sure they do so by 8:30 am on the day they plan to eat. If they are bringing outside food in, the parent needs to communicate this with the classroom teacher, so they know a lunch will be brought from home that day.

Policies & Procedures

Policies

Please follow school and district policies. Reference this handbook as well as the Parent Handbook. If questions arise, ask your grade level team, school colleagues, or your building principal(s). Together, these policies aim to protect the rights and well-being of the school community, ensuring a positive and productive learning atmosphere.

District policies link: [USD 364 District Policies](#)

2024-2025 Marysville Elementary Parent Handbook: [2024-25 MES Parent Handbook](#)

Harassment policies link: [BOE Policy JGECA](#) and [BOE Policy JGEC](#)

Bullying policies link: [BOE Policy JDDC](#) and [BOE Policy GAAE](#)

Computer/Internet Guidelines link: [BOE Policy IIBF](#), [BOE Policy IIBG](#), [BOE Policy IIBGC](#)

Notice of Non-Discrimination

The district does not discriminate on the basis of sex in its education program or activity and that it is prohibited from doing so by Title IX.

- Title IX Coordinator: Jody Bruna; jbruna@usd364.org
- [BOE Policy GAAB](#)

Attendance

Good staff attendance is essential for any school. Nobody else can do your job as well as you. Substitutes or others covering a class is not the same as having you in your job. We feel family is very important, and we will continue to support staff with family needs. Sometimes people must miss work. Please know you are greatly missed when you are not here. All effort should be made for you to be here. Please place a priority on your job here at MES.

Substitutes/When You Are Gone

All leave requests must be put into Red Rover as soon as possible. All teachers need to monitor their leave requests and let Rita know **4 days prior** to an absence if a sub has not been filled. If you need an emergency substitute teacher please put your emergency request into Red Rover and then contact Rita Throm @ 785-562-8213 **via text**. Please do not text between 10:00 PM and 6:00 AM. We understand that emergencies happen, but we need to be respectful of time spent outside of the duty day finding substitutes.

Please understand that the office will do their best to find a substitute for you, but please understand that if no sub is available or we already have multiple substitutes in the building, you may be asked to split your classroom with your grade level teams.

Please have your planbook updated and clear expectations for the substitute outlined to avoid any confusion. You may attach your sub plans in Red Rover, please leave a copy on your desk, or provide the office with a copy.

Leave Time

Each full time teacher will have twelve (12) days of personal leave with full pay each school year. Leave days from the current year will be used first before any banked leave or sick leave days can be used.

Teacher leave can be taken in a maximum of **TWELVE** quarter day increments and after those **EIGHT** quarter days are exhausted, any additional leave must be taken in half or full day leave. **Staff is not allowed to miss professional development days designated on the district calendar UNLESS they have prior approval from the building administrator.**

More specific information can be found in the most current version of the USD 364/MEA Negotiated Agreement linked here: [USD 364/MEA Negotiated Agreement](#)

Sub Binder

It is the teacher's responsibility to have a sub binder that includes a class roster, schedule, seating chart, important student information, routines/procedures, and normal dismissal arrangements for students. This binder needs to be in a place that is easily accessible. If a problem with a substitute arises, please let the principal know.

Classified Staff Leave

All classified staff must complete a request for leave, planned or emergency. You must contact the office and your supervisor for any leave, planned or emergency, so arrangements can be made to cover your duties. Request for leave forms must be completed as soon as possible upon your return.

The yellow leave request form can be found in the office workroom or simply asking the office for assistance on locating the forms. You will also need to put your leave request into Skyward for approval.

End of the Year Procedures

Checkout

Each teacher will be given an end of the year checkout list that will be submitted to the building principal on the last teacher workday of the school year. Rooms must be cleaned and left in an orderly fashion in order for the maintenance staff to complete summer cleaning. All technology needs to be properly stored in your carts and brought to the library for summer maintenance, including teacher ipads and chromebooks. If you have any requests for maintenance or technology, you must submit a request and you can find this on the district website under links for teachers and staff.

Stay Interview

Each teacher returning for the following school year will complete a stay interview with the building principal prior to the end of the current school year. The purpose of this interview is to allow open communication and get a good understanding of why employees stay in the education field and in the district. It is personalized, one-on-one conversations that help build trust, improve retention, and identify any improvements in the building.

Therapy Dog

USD 364 and Marysville Elementary School supports the use of therapy dogs by counselors or other qualified school personnel ("Handler") for the benefit of its students, subject to the

conditions of this policy. A “therapy dog” is a dog that has been individually trained and certified to work with its Handler to provide emotional support, well-being, comfort, or companionship to school district students. Therapy dogs are not “service animals” as defined under the ADA. A therapy dog must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy dogs are personal property of the counselor or employee and are not owned by the school district. An opt-out form will be provided at enrollment if you would not like your child to have interactions with the therapy dog.

Curriculum & Instruction

Curriculum

Use the curriculum provided and approved by USD 364, is evidence-based. Every year we will evaluate the core curriculum and supplemental curriculum that we use in our building on the MES Curricular Resource document. Please note that Teachers pay Teachers is not a curriculum to be used in place of core curriculum approved by USD 364. It is imperative that you have a firm understanding of your grade level or content level standards in each area.

- Kansas Standards for English Language Arts: [ELA Standards](#)
- Kansas Standards for Mathematics: [Math Standards](#)
- Kansas Standards for Science: [Science Standards](#)
- Kansas Standards for Social Studies: [Social Studies Standards](#)
- Kansas Standards for Physical Education: [Physical Education Standards](#)
- Kansas Standards for Fine Arts (Music): [Fine Arts Standards](#)
- Kansas Standards for Library and Information Literacy: [Library Standards](#)
- Kansas Standards for School Counseling: [School Counseling Standards](#)
- Kansas Standards for Social-Emotional Development: [Social Emotional Standards](#)

Planbook

All teachers will need to utilize Planbook. Lessons must be completed for the week by Monday at 9:00 AM.

Bulldog/WIN Math Time

We utilize Multi-Tiered Systems of Support (MTSS) intervention time for both reading and math. Our intervention time for reading is called Bulldog Time. During this time, 30 minutes (Four times per week) is dedicated to individual student needs based on their assessment and screening results. Classroom teachers, administrators, and interventionists will review data that is conducted regularly to place students in their area of need. Students will fall within an enrichment group, comprehension or fluency, or a skills group.

Our WIN Math time is structured similarly to the reading Bulldog Time, but is for math. It takes place for 25 minutes (Four times per week) and is determined by individual student needs based on their assessment and screening results. Classroom teachers will provide Tier 1 and Tier 2 instruction in their classrooms by providing support in a small group setting or through iXL (online program) that provides students with personalized lessons to meet their needs. Students identified at Tier 3 will be provided intensive interventions from our MTSS interventionists.

Our MTSS committee meets monthly to help make decisions, study Fastbridge data, discuss curriculum, resources, interventions, and instruction. Our committee is made up of our two academic interventionists, one behavioral interventionist, building administrator(s), and two classroom teachers.

Student Support Center

The behavior interventionist/coach provides additional support to students struggling with behavior. The mission is to identify the function(s) of the student's behavior(s) and create a plan to support them both within and outside the classroom. The following is used to determine if a student needs additional support:

- A below average, or well below average score from SEL Web, our direct assessment of social emotional competences.
- Three or more PowerSchool logs
- Classroom observations
- Less than 75% task completion and appropriate behavior over a ten day duration

SIT Team

The Student Intervention Team (SIT) is a regularly scheduled meeting of educators to discuss student's needs for whom there are concerns. The team addresses the implementation and level of success of the general education classroom, program modifications and available general education resources and programs that align with evidence-based practices. The purpose is to provide an effective support system in general education that will generate effective interventions for students who are experiencing challenges in learning or behavior difficulties at school through evidence-based interventions.

The MES Student Improvement Team members review current files, update any items in folders, and/or add new students to SIT once the referral is made by the teacher. If you have a student you are bringing to SIT due to concerns you or a parent may have, you must complete the SIT Referral google form (located in the teacher hub) to get the process started. If you have a student that is currently in the SIT process, it will be your responsibility to make sure classroom interventions are implemented and documentation is collected, as well as inviting parents to the SIT meetings, and update your section of the current SIT plan for the student. As a team effort, we will work collaboratively to ensure resources are provided for interventions to be successful.

Make-Up Work for Students Due to Absence

Students will be allowed one day for each day missed, plus one additional day, to make up work for excused absences. Teachers are advised to record an automatic "0" if make-up work is not completed within the time limit designated. Teachers have the right to make up schoolwork missed during the absence before and after school, or during recess. Exceptions to this policy may be made by the building administrator(s) or by the teacher and the time allowed for make-up work extended.

Student Management & Expectations

CHAMPS & Classroom Expectations

As we continue our implementation of CHAMPS throughout our school building, it will continue to be a focus and priority this year. All classroom teachers, faculty, and staff should utilize the CHAMPS framework throughout the school day. There are posters up throughout the building (recess, hallways, restrooms, cafeteria, nurse, office, etc). Classroom teachers should have CHAMPS posters up in their classrooms and utilize the posters through expectations for daily tasks and routines.

Every classroom teacher will utilize common rules in their classroom that lend themselves to students being ready, responsible, respectful, and safe when followed. Teachers are not limited to these rules, but these four must be included and taught. These rules will be used across all areas in the building: library, counselor, support staff, specialized staff, etc.

1. Follow directions quickly

2. Speak and move like a CHAMP
3. Keep your hands, feet, and objects to yourself
4. Make smart choices

Please see the [MES Behavior Systems](#) for more information acknowledging positive behavior, rewarding positive behavior, steps for correcting behavior, the behavior matrix, and logging behaviors into Powerschool.

Transitions

Hallway

- Students will be escorted by the classroom teacher in the hallways throughout the building.

Lunch

- Teachers will deliver students to the lunchroom and be met by an aide at their designated time.
- Teachers will promptly pick up students from the lunchroom at the end of their lunch time (25 minutes).

Recess

- Teachers will be responsible for taking their students out to recess each day, as outlined on the MES master schedule.

Before/After School

- Before school, students will be dismissed from the gym (K-3) and blacktop (4-6) at 7:55 to their designated classrooms. Classroom teachers should greet their students at the doorway and help supervise as students are walking to their classrooms. Non classroom teachers should help supervise the hallways and help enforce expectations for all students.
- After school, walkers and students getting picked up will be walked by their classroom teachers to the north door or out through the blacktop doors. Students riding the bus should be walked by their classroom teachers to the front doors. Non classroom teachers should be supervising in the halls outside of the classroom doorways, in the hallways, and near the east and west stairwells inside of the building. Paraprofessionals and building aides will be assigned an area at the beginning of the year and expectations will be communicated.

Recess

Recess is mandatory for all students. Recess should not be spent in the classroom for punishment or working on assignments. Every effort should be made to send students outdoors for recess.

Office Communication During Recess

The office must be able to reach teachers during recess. If you plan to take your students out for recess, PLEASE make sure one staff member has a radio or has given their cell phone number to the office. We have several students that leave throughout the day and if you are outside, we are unable to notify you if a student has to leave.

Attendance and Lunch Count

All classroom teachers must have attendance and lunch count recorded into Powerschool by 8:15 AM daily. Any unverified absences will be called by the office for verification starting at 8:30 AM.

Lunchroom Seating Chart

To promote a safe, orderly, and inclusive lunchroom environment that supports positive behavior and smooth transitions, we will use a consistent seating chart during lunch for all grade levels. Having a seating chart helps reduce behaviors concerns, supports supervision, and encourages positive peer interactions. Classroom teachers will create a seating chart for their grade level at the beginning of the year and will be expected to update it as needs arise. Any adjustments that need to be made must be communicated with building administration prior to the changes, to ensure communication to supervising staff members in the lunchroom.

Communication & Technology

Parent Communication

The district encourages that any communication from a parent/guardian or staff member be addressed during your working hours within 24 (business) hours via SeeSaw, email, or phone call. Responding to parent communication within 24 business hours is crucial to maintaining open lines of communication and fostering trust. While the response doesn't necessarily have to solve the issue at hand immediately, it demonstrates attentiveness and respect for the parents' concerns, ensuring they feel heard and valued. This approach helps build a collaborative relationship focused on addressing the needs and well-being of the students. Be cognizant that if a conversation with parent/guardian may be sensitive or potentially difficult, please CALL the parent/guardian instead of other means of communication listed above. Direct conversations help ensure clarity, shows empathy, and allows for productive two-way dialogue.

Powerschool

Grades should be updated at least once a week, Monday by 9 AM. You will be notified from the office when grades are due, when they are stored, and when they will be ready to send home. These dates will also be communicated through our MES Internal google calendar.

PLEASE log any moderate or major behavior(s) as soon as possible. If there are minor behaviors you want to log for documentation, please log those by the end of the day. This will be very important to keep behavioral data and for consistency with following through with consequences. Please thoroughly read the MES Behavior Systems guidelines for references on the matrix, logging behaviors, and when to make an office referral. [MES Behavior Systems](#)

Progress Reports/Student Progress & Communication

Progress reports will be sent home during quarters we do not have parent teacher conferences: 2nd Quarter: November 14, 2025 and 4th Quarter: April 17, 2026. For any student that has a failing grade (2nd - 6th grade) or has not reached progress towards a mastered skill (K - 1st grade), a [Student Progress & Communication Log](#) must be completed. Student Progress & Communication Logs need to be submitted to the building principal.

Office/Classroom Phones

The telephone is to be used by students only when absolutely necessary. Permission must be secured from the teacher and from the office. They should be limited and restricted in time.

Meetings & Collaboration

Staff Meetings

We pride ourselves on not meeting for the sake of meeting. Your time is valuable and most information can be communicated via email. If a staff meeting is needed, it will be scheduled on the 3rd Wednesday of each month. If a staff meeting is scheduled, you will be notified prior to the meeting with an agenda sent via email.

Planning Periods

This is your time to plan lessons and take care of other classroom duties. It is not break time or personal time to go for walks or run personal errands. Exceptions may be granted with permission from the building principal. One plan period a week should be spent planning with your grade level team, and aligned with your grade level PLC time on Thursdays (opposite of when you meet with all team members/interventionists).

School Operations

Teacher Work Hours

Duty day is 7:45 to 3:30 with 15 minutes of flex time before or after the duty day. All teachers must let the building principal know if their duty day is 7:30 - 3:30 or 7:45 - 3:45, this will be documented and enforced. It is important for our office to know where you are, so any time you need to leave campus during the duty day, you will need to check out in the office. Please try to keep your appointments after school if possible.

Workroom/Breakroom

To ensure a pleasant and efficient environment, it is essential that everyone takes responsibility for keeping the workroom and break room clean and tidy. Please dispose of your trash properly, wash any of your own personal dishes, and return all materials to their designated places or where you got them from. If you are using the microwave, **PLEASE** cover your items. If you forget and it causes a mess, please be considerate and clean it up. A clean space contributes to a positive atmosphere for all staff and faculty members. We appreciate everyone's contribution.

If you encounter a paper jam on any of the printers, please let Rita know **RIGHT AWAY!** She will help fix it to lessen any changes of damage to occur.

Field Trips

Field trips are planned to enhance learning and to provide opportunities and experiences that are not available in the classroom. It is an expectation that we provide an educational experience to our students, such as our yearly field trips-every grade level **MUST** plan for a trip with their grade and keep the location consistent year to year. Field trips need to be planned throughout the year and not left until May. Field trip forms are located on the Teacher Hub. Each grade level team will plan their class field trip and complete necessary forms for approval located here: [MES Field Trips](#).

School Programs/Events

Each grade level will have a music concert once each year. Grade level teachers are asked to attend those concerts, and coordinate with Mrs. Olmsted on expectations and duties. Dates for the concerts are provided at the beginning of the year from Mrs. Olmsted. Please make sure to mark them down in your calendar. 6th grade teachers will also work with Mr. Nations for the 6th grade band concert(s).

Kindergarten and 6th grade teachers will plan and prepare the promotion at the end of the year for their grade levels with guidance from building administrator(s).

All staff and faculty are encouraged to attend if possible to show our support for our students.

Safety & Emergency Protocols

Safety

All outside doors will be locked during the school day. The front doors are unlocked to allow students to enter the building until the start of the school day.

Any visitor to our building will need to ring the bell in the vestibule that will notify the office. The office staff will grant access to those individuals or have them wait until their child(ren) comes from their classrooms to leave. Please do NOT open the door to allow someone into the building without checking with the office first. We encourage you to teach this expectation to your students as you walk by the doors to your classrooms. Any doors leading out to recess SHOULD NOT be propped open. This includes the west doors out to the whitetop and the blacktop doors. When these doors are propped open, this potentially places the rest of the building at risk for intruders and causes a major safety concern.

Accident Report Form

In case of an accident or injury, file a written report as soon as possible. The person in charge of the child at the time of the accident should be the one to file the report. If you are unsure of the procedures, please seek assistance from the office.

The report should be filed in the office the same day as the accident. Forms may be obtained from the secretary and/or nurse. NO ACCIDENT IS TOO MINOR TO REPORT.

ESI

An Emergency Safety Intervention is the use of seclusion or physical restraint as a **last resort** when a student presents a danger to self or others. The intent of ESI is to keep students and staff safe and NOT for discipline, punishment, or staff convenience. In the case of an ESI incident, any intervention used to isolate or restrain a student will need to be documented in detail. All documentation should be provided to the building principal who is responsible for notifying parents the same day as the incident of the intervention and provide documentation by the following day. [BOE Policy on ESI](#)

Emergent 3

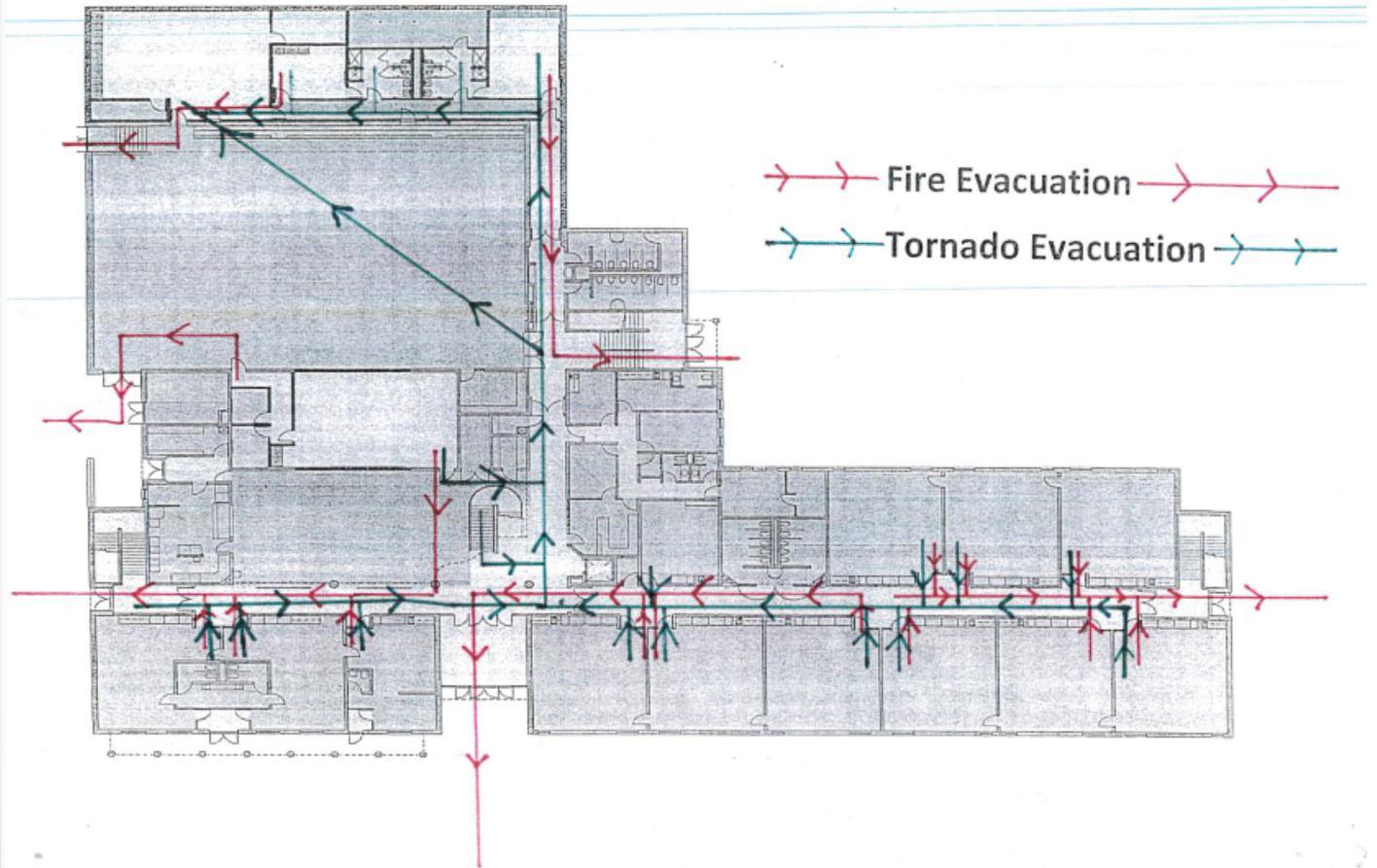
Emergent 3 is a public safety app that our school district will utilize in conjunction with our local police department. E3 will help reduce response time and increase reaction time during any emergency. We will use this in cases for Lockdown, Lockout, Lockin, and Shelter. Each year staff will be trained on the importance of this feature and how to use it in case of an emergency.

Fire Exits and Tornado Routes and Shelter Areas

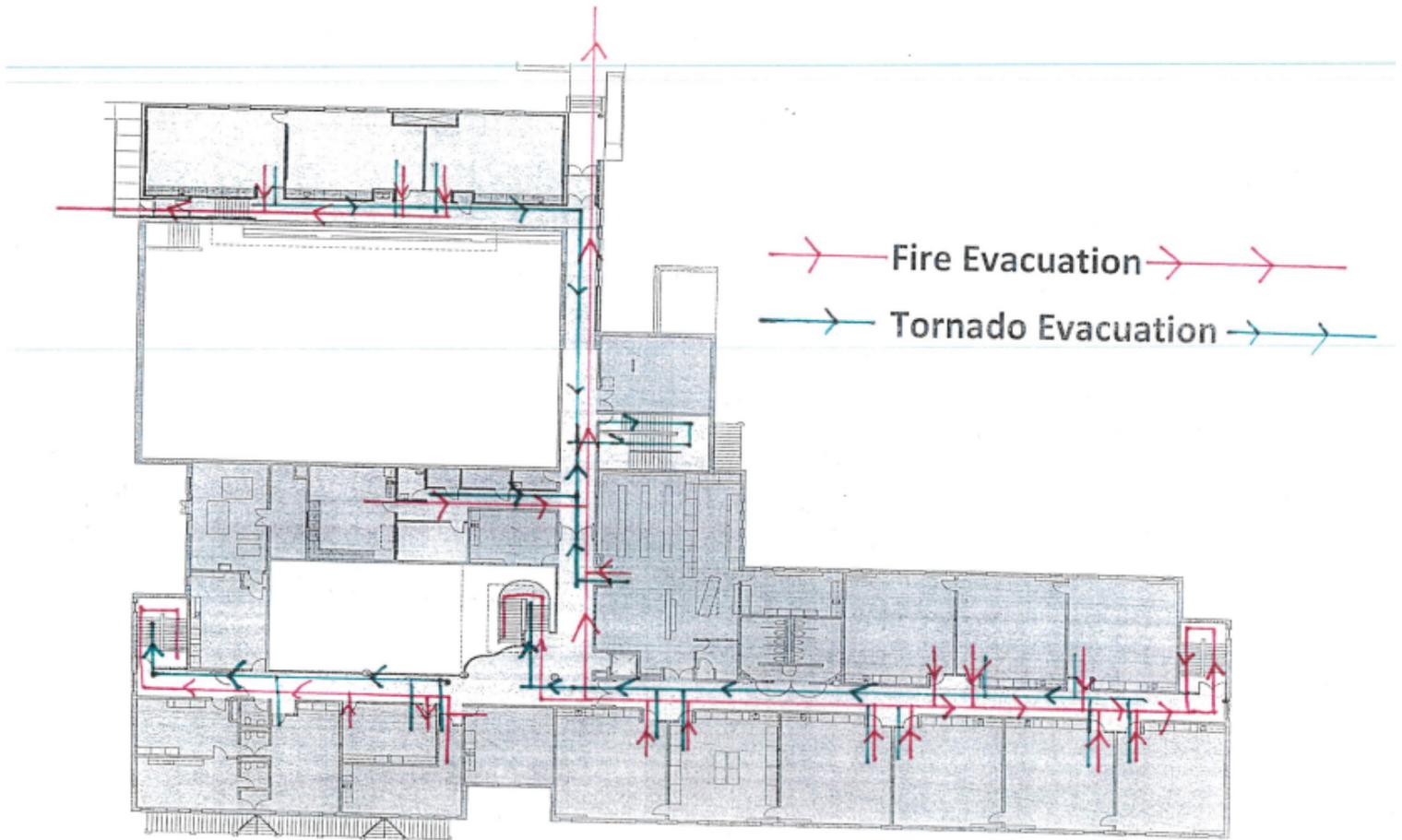
Please use the following fire exits and tornado routes and shelter areas. Go over each route with your students during the first week of school and prior to a drill.

Later, walk your class through both the fire and tornado routes. If you see a potential problem, please let the principal know as soon as possible so we can make adjustments.

Bottom Floor Fire and Tornado Evacuation Plan



Top Floor Fire and Tornado Evacuation Plan



Marysville Elementary Parent Handbook

2025-2026

Principal: Mrs. Janine Doebele

Assistant Principal: Mrs. Sarah Koehler

*1010 Carolina Street
Marysville, KS 66508
Telephone: 785-562-3641
Fax: 785-562-3411*

Lead by Example and Expect Success!

Staff

Administrative Secretaries	Rita Throm Julie Grauer
Nurse	
Preschool Teachers	Jamie Anderson Terry Harries Kristi Roesch
Kindergarten Teachers	Maggie Schotte Amy Woodcock Bree Evans
First Grade Teachers	Courtney Frink Kinsey Smith
Second Grade Teachers	Leanne Dankenbring Christina Griffin Kelli Rader
Third Grade Teachers	Ashley Rengstorf Erikka Crome Paige Howard
Fourth Grade Teachers	Kate Elliott Kelsey Lyhane Jennifer Packett
Fifth Grade Teachers	Sami Bartels Lori Douglas Angela Erickson
Sixth Grade Teachers	Jamie Slupianek Landon Wright
Special Education Teachers	Alicia Figge Elizabeth Scheele Lacey Wells
Elective Providers	Rose Ballman- 6th grade Aide Rachel Bena - Librarian Scott Brown - Physical Education Kaylor Foley - Building Aide Blake Nations - 6th Grade Band Veronica Olmsted - Music Crysta Osborne - Preschool Aide Jessie Tjaden - K-6th grade Student Supports

	Sally Oliver- Library Aide Marcia Young- 1st Grade Aide
Interventionists	Carolyn Hawkins - Behavior Tiffany Heyd - Reading and Math Megan Zierlein - Reading and Math
Specialists	Rashele Brown - Speech & Language Pathologist Terra Bruna - Speech & Language Pathologist Allison Crouse - Special Education Social Worker Moriah Dobrovolny - Family Advocate Hannah Johnston - School Psychologist Tina Palic - Occupational Therapy _____ - Physical Therapy
Para Educators	Ashlyn Ballman Sarah Box Amanda Clelland Kelly Harries Megan Luebbe Trysta Medina Brooklyn Miller Merlene Miller Stephen Roberts Angie Scheele Tori Simmons Jenny Stade
Building Safety Supervisor	Dean Thomas
Custodians	Donnie Ballman Glenn Gorham Jackie Thompson Alex Davis
Kitchen	Adriana Holmes Amber Nolan Chaumin Wahweotten Jackie Thompson-Luchroom Supervisor



Welcome!

We are so glad you are here! This handbook outlines our high academic and behavioral expectations. Together we can ensure the safety and success of our students.

It's going to be a great year!

Student School Day

Regular School Hours: 8:00 AM - 3:20 PM

Alternate Schedule Hours:

First Day of School: 8:00 AM - 1:40 PM

Parent/Teacher Conference Days: 8:00 AM - 11:50 AM

End of Semester: 8:00 AM - 12:10 PM

Arrival and Dismissal

Kindergarten through 3rd Grade students arriving between 7:30 and 7:55 will enter the building through the **FRONT DOORS** and will go to the gym unless eating breakfast. 4th grade through 6th grade students arriving between 7:30 and 7:55 will go to the **BLACKTOP** unless eating breakfast or there is inclement weather. **Students should not arrive before 7:30** as there is no one to supervise prior to this time.

All students will be dismissed from their classrooms at 3:20. Walkers and car riders will exit the building through the north door and the blacktop door. Students riding the route buses will wait out front for their bus.

Bus Lane

To ensure student safety and keep traffic flowing efficiently during arrival and dismissal, parents are **not permitted to park and walk their child up** through the bus lane. If you choose to walk your child to the building, please use one of the designated parking stalls located in and around the school building. This policy helps prevent traffic congestion and ensure all students arrive at school safely and on time.

Picking up students during the school day

Parents, relatives, or authorized designees, who pick up any students from school between 8:00 and 3:20, must check in with the office staff at the entrance and sign your student out before they will be allowed to leave. Students will not be called out of class until parents arrive at the school building.

Preschool

Hours

Morning Preschool Hours: **8:00 AM - 11:15 AM** Arrival time 7:45 AM - 8:00 AM

Afternoon Preschool Hours: **12:15 PM - 3:20 PM** Arrival from 12:00 PM - 12:15 PM

Arrival and Dismissal

Preschoolers arriving between 7:30 and 7:45 will meet in the cafeteria for supervision until they can enter their classrooms at 7:45. Any preschoolers arriving after 7:45, can go directly to their preschool classrooms. If preschool students are eating breakfast (with an older sibling), they can begin at 7:30 AM.

Preschool Parents (Mid-Morning/Day Pick-Up & Drop-Off): Please do **NOT** park in the bus lane and walk up to wait for your child or to drop them off. An adult supervisor from the school will walk your child down at the end of the morning preschool and will be waiting to greet your child for the afternoon preschool session. If you do plan to come up to wait, please park in one of the designated parking stalls located around the school, not the bus lane.

Afternoon preschool students will be released on the **WEST** side of the building for pickup from parents/guardians.

Attendance & Truancy

Academic success is directly impacted by good attendance. If your student is going to be absent, please contact the office the morning of the absence **before 8:30 AM** and provide the reason for the absence so it can be recorded as excused or unexcused. If we do not get a call or note from a parent or guardian, we **WILL** call to make sure we do not have a student who is absent without parental permission or knowledge. (See [Attendance Works Infographic](#)).

By Kansas statute, if a student has three consecutive unexcused absences, more than 5 absences in a semester, or 7 absences in a year, whichever occurs first, the school is required to send a letter informing the parent or guardian that not attending school will result in a truancy report to the Department of Children and Families.

Tardies

Tardies are a disruption to learning for all students in your child's classroom. Please ensure your student arrives on time as they are expected to be in their classrooms by the designated start time. A student is considered **tardy** if they arrive after the bell, which is 8:00 AM. **Three (3) tardies = 1 unexcused absence.** After **five (5) tardies in a quarter, a meeting will be scheduled with the Family Advocate** to review attendance expectations and determine necessary supports. Upon **six (6) or more tardies, students may serve an after-school detention** to make up for missed instructional time and complete any incomplete work based on building administration discretion. Parents will be notified in advance.

Excused absences

The following are acceptable reasons for an excused absence:

- Student illness (With a doctor's note)
- Serious illness of an immediate family members
- Death of a family member
- Medical/Dental/Mental Health appointments (Must bring a note from the medical professional to excuse absence.)
- Religious observances
- Absences that pre-arranged by parents and approved by Administration (See [BOE Policy JBD](#))

Unexcused absences

Any other absences would be considered unexcused and apply towards the truancy policy. Students are allowed **three parent excused absences per semester**, after that all absences will be considered unexcused and will follow the truancy policy.

Examples:

- Parent permission/sick days over the allotted amount (listed above)
- Oversleeping
- Missing the bus/car trouble
- Home chores/babysitting
- Personal appointments (hair appointments, pictures, etc.)

The administration reserves the right to require a doctor's note with three consecutive days or five absences in a semester.

Missed Work Due to Absence

Students will be allowed one day for each day missed, plus one additional day, to make up work for excused absences. Teachers are advised to record an automatic "0" if make-up work is not completed within the time limit designated. Teachers have the right to assign make-up schoolwork to be completed during a designated time before and after school, or during recess. Exceptions to this policy may be made by the building administrator(s) or by the teacher and the time allowed for make-up work extended.

Excessive Absences

If your student is nearing 3 absences in a quarter, you will be contacted by our Family Advocate with resources and support for attendance, which may include an attendance contract. After a student has missed a total of 5 days within the school year, they will receive an approaching maximum absences

letter. When a student has missed a total of 7 days within the school year, they will receive a hit maximum absences letter and a parent conference may be required. Any further absences will require verification from an appropriate source (i.e. doctor, dentist, therapist, etc.), **insufficient verification of further absences will be considered unexcused, and the student will be reported truant.** Students who are hospitalized, suffering from a long-term illness (an illness of 4 or more days in a row), or have a chronic medical condition while under the care of a licensed physician, will be exempt from the absence limit. Insufficient verification of further absences will be considered unexcused, and the student will be reported truant to the proper authorities per the Truancy Policy.

Note: Absences sanctioned by the home are not necessarily accepted by the school; therefore, all foreseeable absences should be discussed with the administration before missing school.

Truancy

Truancy is defined as any three consecutive unexcused absences, any 5 unexcused absences in a semester, or 7 unexcused absences in a school year, whichever occurs first. When a student becomes truant, the principal shall send a letter to the student's parent or guardian notifying them that the student's continued failure to attend school without a valid excuse shall result in the student being reported to the appropriate authority. The letter shall be sent before reporting the truancy to either the Kansas Department of Children and Families (DCF) if the student is less than 13 years of age, or the county or district attorney, if the student is 13 or more years of age. (See [BOE Policy JBE](#))

Communication

School to Home

Our building principal will send home weekly communication via email. If you do not receive these, please contact our office to make sure we have the correct email on file. Classroom teachers will use weekly newsletters, email, and, or Seesaw to communicate upcoming dates, information, and pictures with you. **Parent teacher conferences** will be held in the fall and again in the spring. If additional conferences concerning your child(ren)'s needs are warranted, the request may be made by the parent/guardian and/or the teacher/administration. Please ensure our office has current contact information (phone and address) at all times and that you have provided emergency contact information as well.

Home to School

If you need to get a message to your student during the school day, please **contact our office via phone** and they will relay the message. Do not contact your student via their cell phone or smartwatch during

the school day as this is a disruption to their learning and against our personal student technology policy. If you are needing to contact your child's teacher please **contact the office**, send them an **email**, or if provided use your child's **Seesaw** account.

If you need to visit with your child's teacher before or after school, please contact them directly by email or phone. Please refrain from going directly up to your child's classroom without prior permission from the teacher. You may check in at the office in order to check on the teacher's availability.

Custody Agreements/Court Documentation

Please advise the school principal about court orders and legal separation agreements pertaining to the custody of children. The principal must have a copy of an original or certified copy of paperwork in order to comply with the orders regarding custodial and, or other pertinent issues (See [BOE Policy KCB](#)).

Classroom Placement

For classroom placements, parent requests for individual teachers will not be accepted. However, if there is specific information that parents would like to share with the principal that may be relevant to a class placement, parents are encouraged to schedule an appointment to visit with the principal.

New Student Enrollment

In order for a student to begin attending school, **all required enrollment documents** must be completed and submitted, including a **certified birth certificate**, all **school forms**, and **payment of any required fees**. Students may not be able to start classes until these have been turned into the school office.

Potty Training

Students enrolling in the preschool and K-6th grade program at Marysville Elementary **must be fully toilet trained during the day prior to starting school**. A child is considered toilet trained when they can: **recognize the need to use the bathroom, communicate this need to an adult, and use the toilet and manage clothing and hygiene independently or with minimal assistance**. Exceptions may include students with disabilities who receive services under an IEP and are provided appropriate supports outlined in their individualized plan. Accommodations may be made for medical conditions with documentation. This ensures a clean, safe, and supportive learning environment while complying with KDHE regulations, the ADA, and IDEA.

Powerschool

Parents can access student grades and progress on the Powerschool website at any time they wish. The website location is www.usd364.org Each student has his/her own ID and password, which will be provided to parents by the office. Grades are updated weekly.

Report cards will be sent home at the end of each nine weeks. This is a means of informing parents/guardians of the student's progress, or lack of progress, in each subject. Grades Kindergarten and 1st grade use standards based grading, while grades 2nd-6th use traditional grading.

Traditional Grading Scale		Standards Based Grading
A = 90-100	Excellent	O = Outstanding
B = 80-89	Good	S = Satisfactory
C = 70-79	Fair	U = Unsatisfactory
D = 60-69	Passing	
F = 59 and Below	Failure	

Retention will be considered as an educational alternative when it is perceived that academic and/or social benefits to the student will be enhanced by repeating a grade. The final decision to promote or retain a student shall rest with the principal after receiving information from parents/guardians, teachers, and other appropriate school personnel. (See [BOE Policy JFB](#))

Visitors & Safety

Visitors

We want parents and families to feel welcome at Marysville Elementary, but your children's safety is our top priority and does not interfere with classroom instruction (See [BOE Policy KM](#)). Please follow the guidelines below when visiting MES:

- If you are needing to meet with the building principal please **call ahead** and schedule an appointment to ensure they are available to meet with you.
- If you are needing to meet with your student's teacher please contact them, or our office.
- If you are dropping off student materials or belongings, please come to the **front door** of the school and ring the bell. The office staff will either grant you access into the building where you will need to check in with them in the main office, or they will have you leave items in the vestibule.

-
- If you are entering the building for a special event, please go to the office to check in and receive a **visitor pass** before going to your designated area.
 - If you plan to eat a **school lunch** with your child for a special occasion or by invitation from the school, please order through the school office before 8:30am on the day you plan to eat with your child. If you are bringing outside food in, please let your student's teacher know your plans to visit and that your child will be bringing lunch from home that day. See attached food and drink policy prior to bringing an outside lunch into the building. Please refrain from bringing in non-food items (i.e. toys).

Complaints of Discrimination

The district is committed to maintaining a positive learning and working environment, free from discriminatory behavior in the form of insult, intimidation, or harassment due to race, color, religion, sex, age, national origin, or disability. Harassment of students or employees of the district by any person is prohibited. Students or employees who believe they have been subjected to harassment on the basis of discrimination should discuss the alleged harassment with the building administrator, school counselor, or another certified staff member. Any school employee who receives a complaint of harassment from a student must report the complaint to the building administrator(s). (See [BOE Policy JGECA](#)).

Parent Code of Conduct

The purpose of the Parent Code of Conduct is to provide a mutual understanding to all parents/guardians and visitors to our school about conduct expectations while on school property, at school district events, and when interacting with USD 364 employees and/or students. For more information see our Parent Code of Conduct on the USD 364 website. Link here. (See [BOE Policy KGC](#) and [MES Parent Code of Conduct](#)).

Student Code of Conduct

Families are encouraged to attend after-school sporting events to support our student athletes. However, children who are not participating in the event must be supervised by a parent or responsible adult at all times. For safety reasons, students should not run around, play in the hallways, go into unoccupied classrooms (including unused gym space), climb on bleachers, etc... While school staff will be present, they are not responsible for supervising non-participating children. If children are unattended, they will be sent to their parents and depending on the severity of the behavior could potentially lose privileges to attend after-school events. (See [BOE Policy KGD](#) and [BOE Policy KGDA](#))

Bicycles

Only students in grades 2-6 are permitted to ride bicycles to school. When traveling to and from school, students must obey all traffic regulations. Students should walk their bikes on the sidewalks near the school. At no time should bicycles be left on the sidewalk. The school assumes no responsibility for bicycles; however, provisions have been made to safeguard bikes by providing bicycle racks and requiring them to be properly parked. We strongly encourage bike locks. Bicycles, scooters, skateboards, rollerblades, and shoes with wheels should not be ridden on the school grounds. Please have bikes registered with the local police department.

Bus Transportation & Rules

Transportation of students safely is the highest priority. In order to meet the conditions outlined by the State and provide safe, prompt movement of students, the school district has adopted standard regulations and procedures and has provided restrictive measures for violations of the rules. (See [USD 364 Bus Rider Agreement](#))

Pets

There will be no animal of any size, shape, or form brought into our elementary school buildings by students or parents for “Show and Tell” or any other type of class project unless previously approved by the teacher and principal. (See BOE Policy [ING](#))

Therapy Dog

USD 364 and Marysville Elementary School supports the use of therapy dogs by counselors or other qualified school personnel (“Handler”) for the benefit of its students, subject to the conditions of this policy. A “therapy dog” is a dog that has been individually trained and certified to work with its Handler to provide emotional support, well-being, comfort, or companionship to school district students. Therapy dogs are not “service animals” as defined under the ADA. A therapy dog must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy dogs are personal property of the counselor or employee and are not owned by the school district. An opt-out form will be provided at enrollment if you would not like your child to have interactions with the therapy dog.

Emergencies & Drills

At times it may become necessary to close the school and/or change bus schedules due to bad weather or other emergencies. If it becomes necessary, we will notify local radio and television stations, post on the school’s Facebook page, send an email message to the parents/guardians, and put out a notification using the Marysville Schools app.

Fire, tornado, and crisis drills will be held regularly. Students will be instructed by each teacher on the proper procedure to follow for his/her classroom.

Food & Drink

Water

Water bottles should only be used for water. Please label your child's water bottle and provide them with one that has a nonspilling lid. However, flavored water or energy drinks (including but not limited to Red Bull, Monster, Bang, or Bubblr, or similar beverages) are not allowed at school nor should they be brought to school. If your child does use their water bottle for something other than water, you will need to provide a clear water bottle moving forward.

Snacks

As part of our commitment to support the well-being of all students, we promote a building-wide Healthy Snack Initiative. We encourage all students to bring nutritious snacks that will fuel their bodies and minds throughout the day. Examples of healthy snacks include: fresh fruits or vegetables, cheese sticks or yogurt, whole grain crackers, applesauce in pouches, raisins, mini granola bars, popcorn, or rice cakes. We kindly ask that snacks high in sugar, candy, chips (including Takis), and Little Debbie cakes be reserved for special occasions or for home only. If the classroom teacher feels a snack violates the Healthy Snack Initiative, an alternative snack will be provided. If students continue to bring unhealthy snacks, parents will be notified. Gum is not allowed unless approved by a staff member. (See BOE Policy [JGCA](#))

Breakfast

Breakfast is served every day starting at 7:30.

Lunch

Your student will have a 25 minute lunch break daily. The school provides a well balanced meal every day with the exception of early release days. Students can also bring lunches from home. These meals should be well balanced and have minimal prep work. Any food brought from home should not be shared with others. Carbonated beverages are not allowed in the lunchroom.

School provided meals and milks will be deducted from your student's food service account. Notices of low balances will be emailed to you and a copy will be sent home with your student. Unpaid meal charges (See [BOE Policy EE](#)).

Free and reduced-price meals are offered to those who qualify. Please get an application from the school office or can be found on the district website at: <https://schoolmealsapp.ksde.org/Home/welcome/D0364>

Breakfast/Lunch/Milk Fees

Student lunches will be \$3.10 for Kindergarten through 6th grade. Breakfast will be \$1.95 per meal. We do highly encourage everyone to fill out a free and reduced lunch application at enrollment.

Birthdays & Celebrations

Please contact your student's teacher if you would like to send treats to school. Due to allergies, all treats must be store bought and individually wrapped. We recommend keeping treats healthy and simple to distribute. Examples of this include: cosmic brownies, muffins, cupcakes that are sealed, individual cookies, rice krispie treats, or fruit snacks. Birthday party invites should not be distributed at school unless all students in the class are being invited.

Any classroom celebration will be communicated by your student's teacher on an individual basis.

Personal Appearance

Clothing appropriate for school and school activities should not cause a distraction to your student or to his/her peers. Examples of disruptive clothing items include those promoting drugs, smoking, alcohol, weapons, or displaying obscenities such as sexually explicit, suggestive, or derogatory phrases or pictures. Midriffs, halter tops, tank tops (straps must be at least two inches in width), short shorts (must be below your finger tip when standing straight with arms relaxed at your side), dirty clothing, or badly cut or torn clothing will not be permitted. If a student violates the dress code, they will be asked to change into appropriate clothing. This may be a change of clothes from the school or calling home for a change of clothes. Repeated violations may result in a parent conference with the building administrator(s). Headgear of any kind: hats, bandanas, visors, sunglasses, etc. should not be worn unless it is a special school event such as the 3-6 track meet, a field trip, or a dress up day. Our students have PE everyday and should wear **tennis shoes** for safety and performance considerations. Please also ensure your student is dressed appropriately for the weather. If it is 20 degrees or above students will be outside for a morning and afternoon recess. (See [BOE Policy JCDB](#)).

Student Belongings

Personal Student Technology

The usage of personal cell phones and other electronic devices (tablets, handheld games, kindles, smart watches, etc.) are not permitted on school property (classrooms, hallways, gym, blacktop, playground, bus line, route buses, etc). If devices are carried to school by students, the devices must be silenced and

not visible (in backpacks) prior to entering and exiting the school property. If this expectation is not met, the phone or other personal electronic device may be confiscated and returned at the end of the day. After the first offense, parents will be contacted to retrieve the device. Any subsequent offenses will result in an office referral and a parent meeting with the principal. The ultimate decision will be finalized by the building administrator(s). If a student needs to contact a parent during the school day, they should let their teacher or the office know. If a parent needs to contact their child during the day, they should call the office and a message will be given to the student. Watches and cell phones should not be used as recording devices for any purpose.

School Supplies

Please provide your students with the supplies listed on the school supply list. If you have questions or are needing assistance with school supplies, please contact the office or our family advocate.

Please label all personal items such as coats, water bottles, and backpacks. We encourage you to check our lost and found for any missing items. Unclaimed items will be donated periodically throughout the year.

Additional personal belongings such as toys, games, and equipment should be left at home unless instructed to bring them by the classroom teacher for a field trip, show-and-tell, or reward event.

We have many resources available for families that may need assistance with school supplies and basic needs. Please reach out to our family advocate if you are in need of assistance.

Student Health

School Wellness Policy

A local school wellness policy guides a school district's efforts to establish a school environment that promotes health, well-being, and the ability to learn. Marysville Elementary School supports healthy eating habits and physical activity. (See [BOE Policy JGCA](#)).

Health Room

A child must stay home if they have a fever of 100 degrees, have been vomiting, have diarrhea, or have symptoms that would keep them from participating in school.

MES follows the 12 and 24 hour rule. Children must be fever free for 24 hours without medication. Children should stay home for 12 hours after the last time they vomited or had diarrhea. If a child is prescribed antibiotics they need to stay home 24 hours after the first dose.

Medication

Our nurse can distribute medication. Medication must be kept in the nurse's office, be in the original labeled container, and an authorization from the prescribing care provider/physician must be presented each new school year for all medications. Written requests from the physician or dentist AND parent/guardian should accompany all medication to be administered. All "over the counter" drugs such as aspirin, Tylenol, and cough medicine, etc. will require a written form signed by the parent/guardian. Inhalers, cough drops, and other emergency medications for life-threatening allergic conditions may be carried by the student with the appropriate documentation from the physician and parent/guardian and notification given to the school nurse. It is recommended for students who self-carry inhalers to be in 5th grade or above. All other students can keep these in the nurse's office for easy access if/when needed. Please communicate with the school nurse or elementary office before sending medication to school for your student. (See [BOE Policy JGFG](#)).

Allergies

If your student has an allergy please let the nurse know and she will provide a form to be signed by your student's medical provider.

Student Accident/Injury

In the case of an accident during school, the student's parent or guardian shall be notified. If the accident is of a serious enough nature to demand immediate medical treatment, the local rescue unit will be notified as well as the parent/guardian. If we cannot reach the parent/guardian, we will notify the person listed on your child's emergency contact. IT IS VERY IMPORTANT TO KEEP THE OFFICE INFORMED OF ANY CHANGE OF EMPLOYMENT AND WORK PHONE NUMBERS OR WORK HOURS. IT IS ALSO IMPORTANT TO KEEP US UP TO DATE WITH PEOPLE TO NOTIFY IN CASE OF AN EMERGENCY WHEN THE PARENT/GUARDIAN CANNOT BE REACHED. (See [BOE Policy JGFG](#)).

Communicable Disease and Contagious Condition Regulations and Guidelines

Head Lice: Per Kansas Department of Health and Environment's recommendations, Marysville Elementary does not routinely exclude students for head lice. When a student has been found with live lice, parents/guardians will be contacted and advised to treat the student after the school day is completed. If the presence of lice and/or nits appears to be an impediment of the student's ability to learn, administration may request for the student to be picked up from school early. Students may return

once appropriate treatment has taken place. You will be contacted by our Family Advocate with resources and support for treatment. The student will be checked for live lice the morning following the initial discovery, and if live lice are still present after treatment, the parent/guardian will be contacted and the student will be sent home.

Other Communicable Diseases and Contagious Conditions: Marysville Elementary will follow recommendations from Marshall County Health Department and/or the Kansas Department of Health and Environment regarding a student returning to school following onset of symptoms and/or diagnosis. (see [BOE Policy JGCC](#))

Immunizations

District policy and state guidelines read "students who are not completely immunized (*within 30 calendar days after admission to school*) and who have not previously claimed religious exemption, will be excluded from school until such time that they complete the series or provide a medically approved exemption or postponement." If your child cannot receive immunizations for medical or religious reasons, a new medical exemption form must be completed yearly.

Not all physicians' offices carry all immunization vaccines, so it is advisable to check prior to going. The Marshall County Health Department is open for immunizations and is now located at 600 Broadway in Marysville. Be advised that parental signatures are needed in order for a student to receive immunizations.

Marshall County Health Department hours are:

- M-T-TH 8:00 AM – 5:00 PM; Wed 8:00 AM -6:30 PM; Fri. 8:00 AM – 12:00 PM.
- Phone number is 785-562-3485.

Please see that your child obtains the necessary immunizations, and return proof of receiving the needed immunizations to the school nurse. Contact Kathy Huerter, School Nurse (phone 562-3641) or the school office where your child attends if you have questions. ([See BOE Policy JGCB](#)).

Health Assessment

This is a requirement for all children ages 8 and under who are entering a Kansas school for the first time. The assessment may be completed by appointment at the office of your care provider or at the Marshall County Health Department. Health Assessment Forms are available in your child's enrollment packs or at your school's office. Please take the form with you at the time of the appointment. The district policy allows **90 days** from enrollment to complete this.

If your child has had a physical done **within the last year**, we can use a copy of that physical (this includes KanBeHealthy screenings). If your child has been seen by a physician recently for a well-child check, some offices will go ahead and complete the form. This varies greatly from one doctor's office to another. It is the parent's responsibility to obtain copies of previous physicals to provide to the school if this applies to your child.

Once the health assessment is on file for your child, he/she does not need to repeat this requirement when they enter kindergarten.

If your child has already completed the requested requirements, please contact the Health Room at Marysville Elementary School so student records may be updated. Contact Kathy Huerter, School Nurse (phone 785-562-3641) or the school office where your child attends if you have questions. (See [BOE Policy JGCD](#)).

Instructional Materials

Student Books

Textbooks, trade books, and library books are loaned to the student for instructional purposes and reading. Books should be handled correctly, kept clean, away from pets and liquids, and returned. A fee will be charged for missing or mishandled books.

Planners will be provided to students in grades 2-6. Planners are used as a communication tool and a planning tool to help build student responsibility. There will be a small fee if your child loses their planner and needs a new one.

Textbook, Materials, and Technology Fees

Textbook rental, material(s), and technology fees will be collected for each student at enrollment. The following are the fee prices for the 24-25 school year. Kindergarten through 6th grade are \$75, PreK-3 and 4 yr old programs are \$100. Parents and students will need to complete a technology acceptable use policy at the beginning of the year. (See [Technology Acceptable Use Policy for Students](#))

Parents will be responsible for reimbursing the district for replacement of or repair to damaged books or devices. (See [BOE Policy IIBG](#))

Planners

Students in grades 2-6 will receive a school planner, free of charge. If a planner is lost or damaged, a \$2.00 replacement fee will be assigned.

Assessments

Kindergarten through 6th grade students will take Fastbridge and SELWeb assessments three times a year. These assessments are used as screeners and assess students' abilities in reading, math, and social-emotional well being. Students performing below the benchmark in one or more of these categories may receive additional support and instruction in a small group setting from our interventionists. Your student's scores will be shared with you at conferences and sent home at the end of each semester. If your student receives intervention support, additional information will be sent home.

Third through sixth grade students will also take a **state assessment** in the areas of reading and math in the spring. Fourth grade students also complete a project based social studies state assessment and fifth graders take a science state assessment. More information regarding these tests will be provided by the classroom teacher.

Behavior

CHAMPS

We have high expectations for all students to be ready, respectful, responsible, and safe. We want all students at MES to be Champs by following communication, help, activity, movement, and participation guidelines to be successful in all areas of the building. We have a matrix system that we use for minor, moderate, and major infractions. Minor infractions (disruptive behavior, non-compliance, etc.) are typically handled by the classroom teacher and may result in a think sheet, parent contact, or detention. Moderate infractions (chronic minor behaviors, threats, cheating, etc.) may result in those previously listed as well as an office referral or suspension. Major infractions (chronic behaviors, violence, etc.) are handled by administrators and you will be notified to discuss the consequences further. For more information see our [Behavior System Handbook](#) on the USD 364 website.



Field Trips

Field trips are a great way to learn and experience new things. Field trips are also considered a privilege, therefore should be earned through student's work, attitude, and behavior. If the classroom teacher and principal determine that a student has not earned a field trip, the student will not be allowed to go. That student will still be expected to be in school on that day.

Tobacco/Nicotine Free School

All Tobacco or electronic nicotine delivery systems are strictly prohibited on USD 364 property. This includes cigarettes, smokeless tobacco, any electronic nicotine delivery device, or anything used to inhale (vape) any substance. Any possession of these products will be considered a violation of school policy and subject to discipline measures. Students in grades 5 and 6 will participate in a vaping education program. Students observed in violation of this policy by a school district employee will be subject to disciplinary action and/or suspension. Administrators may report students who are in violation of this policy to law enforcement as appropriate. (See [BOE Policy JCDA](#))

Weapons Policy

Marysville Elementary School shall maintain a safe and nurturing educational environment where students can learn, teachers can teach, and parents and patrons can meet and recreate without fear. Marysville Elementary School will not tolerate violence or injury to staff or students. Weapons of any kind, especially firearms, or any instrument, object or device that can be reasonably perceived as a weapon or firearm, including replicas and look-alikes such as cap guns and water guns, will not be tolerated at any school-supervised activity, in any school building, or on any school district property. (See [BOE Policy JCDBB](#))

Bullying

Bullying is defined as **unwanted, aggressive behavior** among students that involves a **real or perceived power imbalance**. The behavior is typically **repeated and/or targeted** and has potential to be repeated over time. Marysville Elementary School is committed to providing a school climate with optimal learning environments where all students and school personnel are safe and treated with respect. To meet these standards, bullying, harassment, and intimidation of any kind are prohibited and are a violation of our district bullying policy. This prohibition could be in any form, including electronic means, on or while using school property, in a school vehicle, or at a school sponsored event. Please report any bullying to the classroom teacher immediately. They will investigate the incident, take appropriate steps to stop the behavior, support the students involved, and follow up to ensure the bullying does not continue. (See [BOE Policy JDDC](#) and [BOE Policy GAAE](#) and [MES Behavior Systems Matrix](#))

Notice of Non-Discrimination

The district does not discriminate on the basis of sex in its education program or activity and that it is prohibited from doing so by Title IX. (See [BOE Policy GAAB](#))

- Title IX Coordinator: Jody Bruna; jbruna@usd364.org

Harassment

Any type of harassment will not be tolerated and will be a direct violation of board policy for any member of the district staff to harass another staff member or student through conduct or communication of sexual nature that are defined as unwelcome sexual advances, requests for sexual favors, or other inappropriate oral, written, or physical conduct of a sexual nature. Discrimination or harassment on the basis of race, color, or national origin (“racial harassment”) or on the basis of disability (“disability harassment”) shall not be tolerated in the school district. Racial or disability harassment of employees or students of the district in any district education program or activity is strictly prohibited. (See [BOE Policy JGECA](#) and [BOE Policy JGEC](#))

Suspensions and/or Expulsion of Students

The authority to suspend for a short term and to propose an extended term suspension and/or expulsion is delegated to the Superintendent, building principal, or assistant principal, or by the Board of Education in accordance with the applicable statutes of the State of Kansas. The provisions of this section apply to all students enrolled in USD #364.

Suspensions are divided into two categories: In-School suspension and Out-of-school suspension.

- The result of an in-school suspension (ISS) means to remove the student from the general student body and deny the student the privilege of attending or participating in school activities or events for a period not to exceed five (5) school days during any one time period.
- An out-of-school suspension (OSS) can be either “short-term” – not to exceed ten (10) school days and to deny the student the privilege of attending or participating in school activities or events. Short-term suspension may extend into the next school year or “Long-term” – means to remove the student from school for a period in excess of five school days, but not more than 90 school days, and to deny the student the privilege of attending or participating in school activities or events. Long-term suspension may extend into the next school year.

Expulsion means to remove the student from the school for a period not to exceed 186 school days and to deny the student the privilege of attending or participating in school activities or events. An expulsion may extend into the next school year.

(See [BOE Policy JDD](#) and [MES Behavior Systems Matrix](#))

Mental Health Services

School Student Supports & Family Advocate

Marysville Elementary’s school student support and family advocate are available to students and families to address concerns. The student support and family advocate work to facilitate each student’s success by supporting and consulting with teachers and administration, collaborating and communicating with parents and families, providing appropriate individual and group counseling,

providing classroom guidance, and making appropriate contact and referrals to community service agencies when needed.

Family & Student Rights

Family Educational Rights and Privacy Act (FERPA)-Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.

Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents, or eligible students, who wish to ask the school to amend a record, should write to the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education

400 Maryland Avenue, SW
Washington, DC 20202-8520

Notice for Directory Information

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Unified School District #364 Marysville, with certain exceptions, obtains your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Unified School District #364 Marysville may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Unified School District #364 Marysville to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want Unified School District #364 to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by August 15 of each school year, at the District Office, 211 South 10th, Marysville, Kansas, 66508. Unified School District #364 has designated the following information as directory information:

- Student's name
- Weight and height of members of athletic teams
- Address
- Telephone listing
- Degrees, honors, and awards received
- Electronic mail address
- The most recent educational agency or institution attended
- Photograph
- Date and place of birth

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- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
 - Major field of study
 - Dates of attendance
 - Grade level
 - Participation in officially recognized activities and sports

ESEA Parent Notification

The Elementary & Secondary Education Act (ESEA), is a federal law that requires all parents in a Title 1 school to be notified and given the opportunity to request information about the professional qualifications of classroom teachers instructing their child. If you are interested in this information, please request it through the building principal.

Notice on Protection of Pupil Rights

Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA) affords parents and students who are 18 or emancipated minors ("eligible students") certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the US

Department of Education:

- Political affiliations or beliefs of the student or student's parents
- Mental or psychological problems of the student or student's family
- Sex behaviors or attitudes
- Illegal, anti-social, self-incriminating, or demeaning behavior
- Critical appraisals of others with whom respondents have close family relationships
- Religious practices, affiliations, or beliefs of the student or parents
- Income, other than required by law to determine program eligibility

Receive notice and an opportunity to opt a student out of:

- Any other protected information survey, regardless of funding;
- Any non-emergency, invasive physical exam, or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law; and
- Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute information to others.

Inspect, upon request, and before administration or use:

- Protected information surveys of students;
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and

- Instructional material used as part of the educational curriculum for the survey.

USD 364 has adopted policies regarding these rights, as well as arrangements to protect student privacy in the administration of protected surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. (See [BOE Policy KCA](#), [BOE Policy IDAE](#), [Annual Notice of Authorized Student Data Disclosure](#), [BOE Policy ICAB](#))

Section 504

The following is a description of the rights granted by federal law to students with handicaps. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions.

You have the right to:

1. *Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her handicapping conditions.*
2. *Have the school district advise you of your rights under federal law*
3. *Receive notice with respect to identification, evaluation, or placement of your child.*
4. *Have your child receive a free and appropriate public education.*
5. *Have your child receive services and be educated in facilities which are comparable to*
6. *those provided to non-disabled students.*
7. *Have evaluation, educational, and placement decisions made based on a variety of information sources, and by persons who know the student and who are knowledgeable about the evaluation data and placement options.*
8. *Have transportation provided to and from an alternative placement setting. (If the setting is a program not operated by the district – at no greater cost to you than would be incurred if the student were placed in a program operated by the district.)*
9. *Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.*
10. *Examine all relevant records relating to decisions regarding your child's identification, evaluation, and placement.*
11. *Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program, or placement. (You and your child may take part in the hearing and be represented by counsel. Hearing requests must be made to your local district superintendent.)*
12. *File a local grievance.*

The person(s) in your school building responsible for assuring that the district complies with Section 504 is Mrs. Janine Doebele, elementary principal and Mrs. Sarah Koehler, assistant elementary principal. They may be reached at (785) 562-3641.

These laws are: Section 9528 of the Elementary and Secondary Education Act (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).

Special Services

Marshall County Special Services provides special services for those students who are in need of the help. The following are the services provided through the Special Education Cooperative:

<ol style="list-style-type: none"> 1. Autism 2. Developmental Delay (Age 9 or younger) 3. Emotional Disability 4. Intellectual Disability 5. Other Health Impairment 6. Orthopedic Impairment 7. Speech or Language Impairment 8. Multiple Disabilities 	<ol style="list-style-type: none"> 9. Learning Disabilities <ul style="list-style-type: none"> ○ <i>Dyslexia</i> 10. Gifted 11. Sensory Impairments <ul style="list-style-type: none"> ○ <i>Hearing Impairment/Deafness</i> ○ <i>Blindness/Visual Impairment</i> ○ <i>Deaf-Blindness</i> 12. Traumatic Brain Injury
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All referrals are made through the student intervention team (SIT) or the building administrator(s). Parents are involved at every point in the process and all placement and programming decisions are made with parents' consent. The goal of this and all Marysville Elementary programs is to help our students reach their greatest educational potential.

If you think your child is exceptional and requires special education for an appropriate program and is not currently being served, please contact the office. If you wish to know more about the services available or have other questions, please contact the Marshall County Special Services office at 785-562-5308, option 2. It is located at 1004 Oak St, Marysville, Kansas.

Due Process

Every student shall be afforded due process of law as required by statute and judicial decision and as further implemented by rules and regulations of the board. (See [BOE Policy JRD](#) and [BOE Policy JCAC](#))

MARYSVILLE JUNIOR/SENIOR HIGH SCHOOL

USD 364, Marysville, KS

Home of the



BULLDOGS

2025-2026

ATHLETICS/ACTIVITIES HANDBOOK

Phone: 785-562-5386
Web Site: www.usd364.org

INTRODUCTION

The purpose of this handbook is to identify the responsibilities of coaches, sponsors, and directors and to specifically describe and clarify the policies, procedures, and guidelines of the Activities Department at the Marysville Jr/Sr High School. It is expected that all coaches, sponsors, and directors will follow these policies, procedures, and guidelines.

Included in this handbook is a standardization of forms and procedures that will ensure an efficient operation of the activities program. Each coach/sponsor should read the contents of this handbook carefully. The handbook will answer questions regarding activity policies established by the Activities Department, Administration, and Board of Education.

MARYSVILLE JR/SR HIGH SCHOOL PHILOSOPHY OF ACTIVITIES

The Marysville Jr/Sr High School Activities Program should provide a variety of experiences to aid in the development of favorable habits and attitudes in students that will prepare them for adult life in a democratic society.

Activities should function as an integral part of the total curriculum. The Activities Program offers opportunities for students to develop fellowship, sportsmanship, and goodwill; to promote self-actualization and growth; and to learn good citizenship.

Activities play an important part in the life of Marysville Jr/Sr High School. Young people learn a great deal from their participation in interscholastic activities. Lessons in sportsmanship, teamwork, and discipline are an integral part of each sport/activity program. Athletic/activity competition builds school spirit and helps all students, spectators, and participants develop pride in their school.

Leadership should be of the highest quality to exemplify to the participants the desired type of behavior to be developed from the Activities Program. Measurement of leadership success should be in terms of overall development.

The Activities Program shall be conducted in accordance with the general policies of the school district. At no time should the program place the total education curriculum secondary in emphasis; the program should constantly strive for the development of well-rounded individuals, capable of taking their place in modern society.

PHILOSOPHY OF LEVELS OF ATHLETIC COMPETITION

Jr. High School Level

- I. The primary area of emphasis at the Jr. High School level is the **introduction of basic skills and fundamentals**. Teamwork, discipline, and sportsmanship are stressed as an integral part of all school sponsored activities. All athletes participating at this level will be given a chance to play and, therefore, improve upon their skills. However, playing time will not always be equal.

Ninth grade Level

- II. The primary area of emphasis at the Ninth Grade level is the **refining of the basic skills and fundamentals** previously taught. Teamwork, discipline, and sportsmanship will continue to be stressed as an integral part of all school sponsored activities. Athletes that demonstrate continuous improvement and refinement of their skills, natural ability, and overall player development in the sport, as determined by the coaching staff, will be given more playing time and, therefore, some athletes will not have as much of an opportunity to play in competition.

Sophomore/Junior Varsity Level

- III. The primary area of emphasis at the Junior Varsity level is the **refinement of advanced skills and fundamentals**. Athletes will be expected to demonstrate teamwork, discipline, and sportsmanship that has been stressed throughout the program. Athletes that demonstrate teamwork, discipline, sportsmanship, natural ability and show varsity level skill development, as determined by the coaching staff, will be given more playing time and, therefore, some athletes will have limited opportunity to play in competition.

Varsity Level

- IV. The primary area of emphasis at the varsity level is to develop the best competitive team possible and, therefore, the **most skilled and competitive athlete**. Athletes will continue to be expected to demonstrate exemplary teamwork, discipline, and sportsmanship that have been stressed throughout the program. Athletes that demonstrate competitive varsity level skills, teamwork, discipline, sportsmanship and natural ability and use these skills appropriately both on and off the court/playing field as determined by the coaching staff, will be given the most playing time and, therefore, some athletes may have limited or no opportunity to play in competition.

GENERAL OPERATING PROCEDURES FOR CONDUCTING THE ACTIVITIES PROGRAM

- I. **ADMINISTRATION OF EXTRA-CURRICULAR ACTIVITIES** - The Superintendent of Schools is ultimately responsible for all phases of extra-curricular activities at Marysville Jr/Sr High School. The Principal/Activities Director is responsible for all school activities in the building. The administrative team shall appoint all sponsors based on interest, experience, and qualification. It is very important as a sponsor to communicate with the Principal/Activities Director regarding your sponsorship.
- II. **KANSAS STATE HIGH SCHOOL ACTIVITIES ASSOCIATION.** The KSHSAA is the official organization in KANSAS for regulating and conducting school activities.

The purpose of the Association shall be to promote the best interests of secondary education; to maintain cooperation, professional growth, and good fellowship among its members; and to secure uniform regulations and control of interscholastic participation in activities throughout the state as an integral part of the educational program for secondary school students.

Sponsors are responsible for compliance with all KSHSAA regulations that pertain to their organizations.

III. GUIDELINES FOR ACTIVITY SPONSORS

1. **AWARDS** - Sponsors are to make sure that all awards presented are not in violation of the KSHSAA awards rule.
2. **DAMAGED OR BROKEN SCHOOL PROPERTY** - The sponsor is responsible for reporting any broken or damaged school property to the Principal/Activities Director as soon as possible.
3. **EMERGENCIES** - The sponsor shall report student accidents to the Principal/Activities Director as soon as possible. In case of serious injury, the sponsor should administer first aid, call the family doctor and/or 911, and call the parents/guardians. Do not leave the injured student alone. Written USD 364 Accident/Injury Reports **MUST** be filled out and filed with the Activities office.
4. **FIELD/ACTIVITY TRIP** – The sponsor must submit an itinerary complete with locations, times, dates, and phone numbers at least three days prior to the trip. A transportation request is to be turned in to the Activities office by 4:00 p.m. the Thursday before the planned trip. Any changes in the itinerary must be cleared with the Activities Director.
5. **SCHEDULE AND POSTPONEMENTS OR CANCELLATIONS** - The sponsor is responsible for obtaining administrative approval on all activities. To postpone or cancel a scheduled activity, the sponsor shall consult with the Activities Director and then a decision will be made.

6. MEETINGS - Clubs or organizations may meet before or after school. Wednesdays and Fridays during AEP are also club meeting days. Sponsors may attend the Sponsor Meeting, set on the teacher workday prior to school starting, to schedule meetings. Sponsors will be asked to turn in a list of their organization's members so all teachers can be made aware of those students who will attend the meeting. It is the sponsor's responsibility to put the scheduled meeting in the announcements.
7. PURCHASE ORDERS - Purchase orders are to be used by the organization sponsors. Sponsors are to fill out a requisition and turn in to the Activities Director for approval BEFORE items are ordered. Orders received that do not include a purchase order will not be paid with school district funds.
8. SCHOOL ATTENDANCE - Students who are absent from school because of illness will not be allowed to attend school-sponsored activities. An exception will be made if a student has had a doctor's appointment, funeral, family emergency or other excused activity. The administration reserves the right to make all decisions in extreme or unusual circumstances.
9. SCHOOL CALENDAR - Sponsors are asked to check with the Activities office and schedule dates for the next school year at the conclusion of the preceding year in order to avoid conflicts and to include all scheduled activities in the yearly calendar.
10. TRANSPORTATION - Transportation will be scheduled by the Activities office. Sponsors must complete the online transportation request two weeks prior to your event. As soon as you know your schedule, it is very helpful if you get your transportation requests early.
11. ATHLETIC GUIDELINES - Prior to the first day of practice for each sport season or at the parent meeting, each coach will supply every athlete on the team with a letter or handbook including training regulations, requirements for earning a letter, schedule, length of practices, dress code, and all other pertinent information. The packet must include a signature page in which the parent and athlete sign that they have read and agree to follow the guidelines of the team. This document must be returned to the coach. This practice verifies that athletes and their parents are informed of team policies and procedures. A copy of the letter must be submitted to the Activities Director.
12. CONTESTS ON SCHOOL DAYS - When athletes are to be absent from school due to activity participation, coaches should turn in an excused activity list for the announcements three days in advance so teachers can plan their classes accordingly.
13. EQUIPMENT DISTRIBUTION AND RETURN - The coach is responsible for handing out and collecting all uniforms and equipment. If not returned, the coach is responsible for collecting the amount due. The coach will record all equipment used.

14. FACILITIES - Assigning Procedure - The Activities Director with head coaches will arrange times and places for practices of all teams. Coaches must make sure to be on time when starting and stopping if another group is waiting.
15. GAME DAY PREPARATIONS - Each coach is expected to check with the Activities Director to be sure all final arrangements have been made for game day.
16. KEYS - Keys will be checked out through the office and are not to be loaned to students.
17. LOCKERS - Athletic lockers should be available to students in the locker rooms. Students are only to use school-issued locks to secure their athletic lockers. Personal locks are not allowed. As per board policy, lockers are the property of USD 364 and consequently subject to search. (See [BOE Policy JCAB](#)).
18. LOYALTY - Coaches should support each other and all the programs offered by Marysville Public Schools. Coaches should work together to avoid schedule conflicts between programs.
19. MAINTENANCE OF FIELD AND COMMUNICATION WITH CUSTODIANS - All coaches should assist in the pick up and general appearance of their area. The Activities Director should be notified of any problems with activity facilities. The Activities Director will then pursue the proper course of action to resolve the problem.
20. MANAGERS - A coach may enlist students to serve as team managers. A list of manager duties and responsibilities shall be developed by each coach for his/her particular sport.
21. NEGLIGENCE AND LIABILITIES - Every coach should know the legal aspects involved with negligence and liabilities. A general rule is to act the way a prudent person would in all situations and make sure the coach or an assistant is always supervising all phases of practices and games. Aides, substitutes or parents must not be left in charge of students during a school-sponsored activity. Coaches must make all players aware of any dangers or dangerous phases of a sport and make sure to use up-to-date training methods.
22. OFF-SEASON PROGRAM - If coaches decide to have an off-season program, they must supervise and organize it. If coaches cannot supervise it, they must appoint one of their assistants to supervise it. Remember, this program is not to interfere with the in-season program. **All off-season programs must be scheduled and approved by the Activities Director and be in compliance with KSHSAA regulations.**
23. PHYSICAL EXAMINATIONS - All athletes are required to have a physical examination before starting practice. Athletes will not be allowed to begin

practice until they have turned in the forms. The forms must be signed by the physician, the parent/guardian, and the student.

24. **POSTPONEMENTS OR CANCELLATIONS** - The changing of schedules, postponements, or cancellations are the sole responsibility of the Activities Director. Coaches will be involved when this is done; and if the Activities Director is not available, the head coach will make the decision after consulting with the principal and/or superintendent.
25. **PRACTICE TIME - SCHOOL IN SESSION AND OUT** - Practices should be in the 1 ½ to 2-hour range and follow a daily schedule. Coaches wishing to consistently hold longer practices must receive permission from the Activities Director. Practices held when school is not in session (i.e. - school vacations, holidays) must be approved in advance by the Activities Director. All doors must be locked and everyone outside the building when the coach leaves. The coach should leave last. Sunday practices may be scheduled only when approved by Administration when preparing for League, Regionals or State competition on Monday.
26. **PROGRAM AND ELIGIBILITY INFORMATION** - Coaches are requested to have their program information and eligibility information to the Activities Director at least seven days prior to the first contest. Eligibility information should be alphabetized by class beginning with seniors and include birth date information and semesters of attendance.
27. **PUBLICITY** - It is the duty of coaches to handle the publicity for their team both pre game and post game. Coaches should forward to the local editor a write-up concerning his/her team prior to the first competition and also a write-up following all competitions throughout the season. Coaches are responsible for submitting game results to the media. Please submit results to the Advocate before noon on Tuesdays.
28. **SAFETY AND HEALTH OF PLAYERS** - Every coach should check daily on all aspects of safety -- area, field, gym, etc.-- as well as on the overall health of players--sleep, rest, eating habits, outside interests, etc. Any hazard to safety should be brought to the attention of the Activities Director as well as made known to all the athletes. The coach should turn in a written report of problems with recommendations for correction.
29. **TRANSPORTATION OF STUDENTS TO AND FROM SCHOOL ACTIVITIES**
 - Students are expected to ride to and from school events via district vehicles. Coaches may give parents/guardians permission to transport their own child home from an event. No student may ride with a parent/guardian other than their own.
 - A building administrator must approve any other transportation arrangement including an alternate pick-up or drop-off location. Requests for alternate transportation arrangements must be made 24 hours in advance of the activity. Extenuating circumstances will be considered only in emergency situations when the 24 hour prior request cannot be made.
 - The student will be suspended from participation in the event if he/she does not ride to the event in the district vehicle if prior approval for other means of transportation to the event was not attained.

- The student may be subject to other consequences if he/she does not return to the school via the district vehicle if prior approval for other means of transportation from the event was not attained.
30. WASHING OF UNIFORMS - Coaches and athletes are responsible for care of uniforms.
 31. WEIGHT ROOM - A weight program is available to the students at Marysville Senior High School year-round. Students may not use the weight room unsupervised. Coaches must be sure groups are supervised by a member of the staff. All in-season programs are encouraged to follow a designed weight-lifting program. Please be sure the weight room is locked and all students are out any time it is unsupervised.
 32. PRIORITY – Based on the number of events scheduled throughout the year and the number of participants that are involved there is potential for conflict. The precedent of event participation is as follows.
 1. STATE EVENTS
 2. DISTRICT OR REGIONAL EVENTS
 3. INTERSCHOLASTIC EVENTS

REPORTING STUDENT OR PARENT CONCERNS / CHAIN OF COMMAND

If a student, parent, or patron has a concern regarding a school employee or program including athletics or activities we feel it is important that we as a school and district listen to your concerns. We cannot address your concern if we are uninformed. We want to address your concerns at the level that is most closely related to the situation. This can sometimes be uncomfortable, but we want to establish and build a culture based on Trust, Respect, and Responsibility. This will take time, but we are committed to this process. At Marysville Junior/Senior High School, the following protocol should be followed:

48 hour Rule: Parents will not contact/discuss the competition with the coach for a 48 hour cooling off period following the event. Concerns should be reported to the Activity Director, and appropriate steps will be taken to remedy the situation.

1. The athlete/student should meet with the coach/sponsor to discuss the situation. We feel this is a necessary step to help prepare the athlete/student for situations they will face in the world of work.
2. If the parent(s) still have concerns, we would ask the parent(s) to contact the coach/sponsor to schedule an appointment to discuss the issue. We feel that the best conversations between the parent(s) and coach/sponsor will occur at a scheduled appointment rather than at an impromptu conversation immediately after an event.
3. If there are still concerns, the parent(s) should schedule an appointment with the Activities Director to discuss the concerns.
4. If there are lingering concerns, a meeting should be scheduled with the Building Principal to discuss the concerns.
5. If the issue is still not resolved, a meeting should be scheduled with the Superintendent to discuss the situation.
6. In the event that there are still concerns, the parent should contact an individual School Board Member to discuss the situation.

We believe the focus of any conversation that falls under this umbrella should focus on what the individual student needs to do to improve their performance. The coaches, sponsors, and administrators are not allowed to talk with you about another student. As a result, school officials will not be able to visit with you about 1) your child's playing time, 2) another child's playing time, or 3) coaching decisions.

ATTENDANCE/PROCEDURES

1. All students who participate in school activities must be in school by 11:30 a.m. and complete the school day in order to participate in an activity scheduled later on that day or evening. This applies to athletic events, practices, plays, concerts, meetings, and other activities. (An exception will be made to this rule if a student has had a doctor's appointment, funeral, family emergency or other excused activity.)
2. If a student is absent due to illness, the student may not practice after school/in the evening, or attend meetings or other activities. Saturday contests - A student who is absent the entire school day Friday may participate in Saturday events with the permission from the head coach/activity sponsor.
3. All participants are encouraged to consult their head coach or sponsor before missing a practice or meeting. Students missing a practice, meeting, or game without good reason will be dealt with by the coach or sponsor. Acceptable reasons for missing practices may be illness, injury, family emergencies, or making up school work.
4. Students will be encouraged, but not required to participate in practices that are held during school vacations or holiday periods (excluding pre-season practice in the summer.)
5. When school has been canceled due to inclement weather, practices and contests shall also be canceled. The only possible exception would be for regional or state competition. This decision will be made by the administration.

DISCIPLINE/SUSPENSION

1. Students receiving In-School or Out-of-School Suspension are not eligible to participate or attend any extra-curricular activities including practices.
2. A student will be allowed to participate in a Saturday contest if the student has completed the suspension on Friday. When a suspension is for multiple days and extends over the weekend, the student is ineligible and will comply with the guidelines for the In and Out-of-School Suspensions
3. A student assigned to a detention after school will serve the detention prior to any

scheduled practice. Any further penalty will be determined by the coach or activity sponsor.

4. Final decisions on eligibility issues will be determined by the Principal/Athletic Director.

DROPPING OR TRANSFERRING SPORTS

1. When athletes quit or transfer to another sport, the following procedure must be followed:
 - a. The student-athlete must talk with the head coach.
 - b. The coach must hold a conference with the student and parent.
 - c. The coach must report their situation to the Activities Director.
 - d. The student-athlete must check in all equipment issued.
2. An athlete wishing to change sports during a season must receive approval of both head coaches and the Activities Director.
3. An athlete may check out for a sport within the first two weeks of the season. He/she must spend at least two weeks in preparation before becoming eligible to participate in a scheduled event.

UNIFORMS

It is the coach's responsibility to ensure all uniforms are returned to the school. A list of students who have not turned in their uniforms must be submitted to the Activities Office prior to the next sports season beginning. Students who do not have uniforms returned will not be allowed to check out uniforms during the next season.

MARYSVILLE JUNIOR /SENIOR HIGH SCHOOL STUDENT ACTIVITIES PARTICIPATION CODE

The administration, coaches, and sponsors expect students involved in activities to be special, as they are representing their school, themselves and the community. The following should be followed by all participating students:

A. Philosophy and Purpose

Prevention of health problems in youth is primarily the responsibility of the home and the community. However, schools share in that responsibility because chemical and legal problems often interfere with school behavior, student learning and the fullest possible development of each student. To share this responsibility, the schools nurture successful interpersonal relationships and promote skills in decision-making, problem solving and physical ability, while providing for student academic growth. Students and parents are encouraged to thoroughly read and discuss this information and to ask questions of school personnel if any expectation is not clear.

In spite of such efforts, we understand that a student may become involved in illegal activities. This involvement could create pain for the student and others. Therefore, rules, consequences are in place, and a program of education and support may be available through an outside agency.

Citizens of our community and those of visiting teams form their opinions regarding the quality of our school and activities program by the manner in which participants in school sponsored activities conduct themselves. It is our expectation that all participants in the Marysville JH/SH School activities program adhere to the following rules and standards of eligibility, conduct, appearance, and regulations.

ACTIVITY PARTICIPATION CODE (Rules and regulations for Students in Activities)

General Information – Students will be responsible for adhering to these activities regulations starting from the first fall practice through the last sanctioned event. Students who are found to be in possession of or using alcoholic beverages, tobacco, or illegal drugs in any form at any time during the time guidelines outlined above shall be subject to the disciplinary action described below. Dead week will be considered part of the winter sports season. If a student violation occurs towards the end of the school year and there are not enough school days remaining to meet the requirements of the Activity Participation Code policy, the consequences will be carried over to the next academic school year.

1st Offense –The student will be suspended from all activities, practices/rehearsals, competitions/performances, and school sponsored social events for 5 school days from when the incident is verified by Administration. Saturday competitions/performances would count as a school day. Students in co-curricular activities will participate in classroom activities. If a student self-reports to the coach/sponsor or an administrator before an investigation begins, the student would be allowed to participate in practices/rehearsals those 5 days but not competitions/performances or school sponsored social events.

2nd Offense

Option 1 – The student will be suspended from all activities for a period of 60 calendar days from when the incident is verified by Administration. The student will be able to practice/rehearse but not participate in any scheduled activity, including school sponsored social events.

Option 2 – The suspension could be reduced to 30 days if the student participates in a professional evaluation for chemical dependency. The program would be at the expense of the parent/student. The student may be reinstated in school activities upon successful completion of the program. The director or counselor of the dependency center, prior to reinstatement of the student, must provide verification of completion of the chemical dependency treatment program in writing.

3rd Offense – The student will be suspended from attending or participating in all activities for 60 days. After 60 days and completion of a professional evaluation for chemical dependency, the student may attend school events but will no longer be a part of the team/organization. He/she will be required to participate in a professional evaluation for chemical dependency at the parent/student expense. The director or counselor of the dependency center must provide verification of completion of the chemical dependency treatment program in writing.

Verification of infractions will come in one of the following formats:

- a. Self-admitted involvement by the student or his/her parent/guardian
- b. Witnessed student involvement by the sponsor, coach, or staff member
- c. Verification by an official law enforcement report
- d. Investigation by school officials, coaches, or sponsors
- e. Positive result of a certified drug test administered by the parent/guardian

RESPONSIBILITIES OF ALL COACHES

A. TO THE SCHOOL DISTRICT - A coach is a frequent topic of conversation at various community locations – the home, the workplace and at the meetings of many civic organizations. A coach's profession, as well as reputation as a coach is constantly under scrutiny.

The actions and statements of a coach should always reflect confidence and respect for the Marysville School District. Much can be done by the coach in public contacts to build and maintain a high level of confidence in the athletic program and the school district.

B. TO THE SCHOOL - Coaches owe their school their efforts and loyalty at all times. They must constantly strive for excellence in all areas.

To be effective, a coach must be respected. To be respected, good personal habits and neat appearance are important, but most important are the examples set by the coach. Being respected is much more important than being well liked. A coach should treat the faculty, the players, and general students with the same honor and respect that he/she desires to be shown to him/her. Private, firm, fair and consistent discipline must be maintained.

The work of the coach must be an integral part of the educational program of the school. The coach should show mastery of principles of education and consequent improvement in teaching and coaching.

The coach should give support to all endorsed activities of the school. At every opportunity, the coach should urge the student body to be polite, courteous and fair to the visiting team.

C. TO THE PROFESSION - A coach at Marysville Junior/Senior High School should continue professional growth in both the academic teaching area and the athletic

coaching area. To best accomplish this, a coach should belong to the various coaching associations open to the profession.

- D. TO THE COACHING STAFF - The head coach must be in command of the coaching staff. Despite the position of authority, the wise head coach will encourage independent thought on the part of the staff. An important factor is human relations skills which provide for an open exchange of ideas in a courteous, thoughtful manner.

A wise head coach will praise the assistants and award recognition whenever possible. Misunderstandings between coaches should be discussed as soon as possible and in an appropriate location away from the athletes and other people not concerned with the program. The head coach should expect all staff to contribute a full measure of time, effort, thought and energy to the program. The assistant coaches must follow the leadership of the head coach and implement strategies and practices that support the head coach and overall program. They must fulfill their responsibility to the head coach, the athletes and the sport itself.

- E. TO OTHER COACHES - One must always bear in mind that his or her sport is not the only sport; it is only part of the total athletic program. Therefore, it is important to support, promote and cooperate with all the other coaches and activity sponsors for the well-being of the total program.

A coach should support and serve fellow coaches whenever possible. All remarks should reflect confidence in one's fellow coaches. A strong, harmonious, interpersonal relationship must exist among coaches and other faculty members.

- F. FACILITY MAINTENANCE/CARE - Each coach is responsible for the following:
1. Keeping practice areas and the locker rooms in order.
 2. Storing equipment neatly and using equipment properly. Pride in the equipment and facilities is of primary importance to all athletes and coaches.
 3. Keeping storage areas locked.
 4. Be sure to lock/close all exterior doors once practice has finished.

SEXUAL HARASSMENT

It is the policy of the Marysville Public Schools to provide an environment free of sexual harassment of employees, applicants for employment, and students on any work premises where the District has total control of the premises or can otherwise lawfully exert its jurisdiction. If proscribed acts as are set forth in board policy occur on such premises, the superintendent of his/her designee shall undertake immediate and appropriate action within the bounds of the law to punish as appropriate any violations of this policy or of applicable law pertaining to sexual harassment and shall undertake immediate and appropriate action to prevent any such conduct in the future.

The following acts are specifically prohibited by policy:

Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, submission to which is demanded by any employee as a condition of obtaining employment.

Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, submission to which or rejection of which by any employee is used as basis for any employment decision such as, but not limited to, rate of pay, promotion, favorable evaluations, whether formal or informal, or the conferring of job responsibility. Conduct by any employee or employees of the same or opposite sex, which has as its purpose unreasonable interference with work performance or creation of an intimidating, hostile, or offensive working environment.

Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, submission to which or rejection of which by any educated decision pertaining to a student such as, but not limited to, conferring of a grade, credit favor, or honor.

Conduct by an employee or employees directed against a student of the same or opposite sex which has an effect of interfering with academic performance of the student, or creating an intimidating, hostile, offensive, or unsafe or unwholesome learning environment.

Conduct by a student or any other person over whom the school district has control with such conduct being directed against a student of the same or opposite sex and which conduct has an effect of interfering with academic performance of the student, or creating an intimidating, hostile, offensive, or unsafe or unwholesome learning environment.

LIST OF EXTRACURRICULAR ACTIVITIES

Students are encouraged to get involved and participate in the variety of extra-curricular activities and clubs led by highly qualified faculty and staff. Make the best of your year and take advantage of the opportunities available at Marysville Jr/Sr. High School.

MJH Extra-Curricular Activities:

Basketball-Boys and Girls	Cross Country-Boys and Girls	Football	Instrumental Music
Play	Scholar’s Bowl	Track-Boys and Girls	Vocal Music
Volleyball	Wrestling-Boys and Girls	Tennis - Boys and Girls	

MJH Curriculum-Related Groups:

These groups directly relate to a school's curriculum; the subject matter of the group is actually taught or will be taught, in a regularly offered course, subject matter concerns the body of courses as a whole, and/or participation of the group is required for a particular course or results in academic credit.

Art Club	Robotics	STUCO (Builders Club)
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MJH Non-Curriculum-Related Student Groups:

“Any group (or club) that does not directly relate to the body of courses offered by the school.” These groups are allowed to meet (during non-instructional time) which is defined as time set aside by the school before actual classroom instruction begins or after it ends.

FCA	GSA	Outdoor Sports
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MHS Extra-Curricular Activities:

Baseball	Basketball-Boys and Girls	Cheerleading	Cross Country-Boys and Girls
Football	Golf-Boys and Girls	Instrumental Music	KSCFL Debate Forensics
Plays	Scholar’s Bowl	Softball	Tennis-Boys and Girls
Track	Vocal Music	Volleyball	Wrestling-Boys and Girls
Dance			

MHS Curriculum-Related Student Groups:

These groups directly relate to a school's curriculum; the subject matter of the group is actually taught or will be taught, in a regularly offered course, subject matter concerns the body of courses as a whole, and/or participation of the group is required for a particular course or results in academic credit.

Art Club	Biology Club	FBLA	FCCLA
FFA	KAY (KSHSAA)	NHS	Robotics
Spanish Heritage Club	STUCO	Tri-M	

MHS Non-Curriculum-Related Student Groups:

“Any group (or club) that does not directly relate to the body of courses offered by the school.” These groups are allowed to meet (during non-instructional time) which is defined as time set aside by the school before actual classroom instruction begins or after it ends.

FCA	GSA	M-Club	Matmaids
YOGOWYPI	Outdoor Sports		

STUDENT ELIGIBILITY POLICY

Academic success is the primary reason for students to attend Marysville Jr/Sr. High School. A well-rounded student is one who combines extra-curricular activities with his/her academics. While we encourage students to be involved in activities outside the classroom, we believe academic success should be the primary focus. Marysville Jr/Sr High School will use the following criteria for determining eligibility to participate in or attend school social events.

The first level requires students to meet the guidelines set forth by the Kansas State High School Athletic Association (KSHSAA). The KSHSAA has a minimum regulation which requires students to pass at least five subjects of unit weight in their last semester of attendance.

In addition to the KSHSAA requirements, Marysville Jr/Sr. High students must also meet the following eligibility standards:

- **High School** - In order to maintain eligibility to participate in extracurricular activities or school-sponsored social events, high school students must maintain a 64% or higher in a minimum of 5 subjects of unit weight **(If a student has two or more classes below 64%, he or she will be ineligible).**
- **Junior High** - In order to maintain eligibility to participate in extracurricular activities or school-sponsored social events, junior high students must maintain at 64% or higher in a minimum of 5 subjects of unit weight **(If a student has two or more classes below 64%, he or she will be ineligible).**
- Eligibility will be determined on a weekly cumulative basis. (semester)
- Students will be given a two week grace period at the beginning of each semester to establish grades before eligibility reports will be run. High school and junior high students will be placed on probation the 3rd week if receiving 2 grades below 64%.
- The period of ineligibility begins on the following Monday through Sunday.
- Each instructor will update their grades a minimum of one time per week and will be entered no later than 4:00 pm on Thursday.
- Administration will have the authority to reinstate student eligibility if grades are not entered in a timely manner.
- Students enrolled in a co-curricular class that has activities or performance requirements scheduled after the school day will be allowed to perform or participate to meet the requirements of that class.
- Students who wish to participate in extracurricular activities must also be considered "a student in good standing."
- **Please be advised that students must be in school no later than 11:30 a.m. in order to be eligible to participate in or attend an extracurricular activity on that day.**

STUDENT INSURANCE

USD 364 purchases accident insurance for all students. Students participating in Athletics/Activities should have adequate personal insurance protection provided by their families. Please call the district office at 562-5308 should the need arise to access district-provided accident insurance.

DUAL SPORT PARTICIPATION / GUIDELINES

High School student participation in two athletic seasons will be evaluated on a case-by-case basis. When it is the intention of a student-athlete named to participate in two (2) sports during the same season, the following stipulations must be met:

A. Application Process for Dual Sport Participation

1. It is the responsibility of the student-athlete to secure this application from the Director of Athletics/Activities to ensure the proper completion of all necessary paperwork, and to meet the necessary criteria before any participation in dual sport activities.
2. The student-athlete must possess a 3.5 cumulative GPA to apply for dual sport participation and maintain a simple GPA of 3.5 weekly to continue dual sport participation throughout the seasons. If the student falls below a 3.5 GPA during weekly grade checks, the student will be ineligible to compete in their 2nd sport.
3. The student-athlete must have zero unexcused absences for the year.
4. A meeting has been conducted between both head coaches, school administration, the parents/guardians, and the student-athlete.

B. General Guidelines

1. A student who wishes to participate in two (2) sports during the same season must designate a primary sport before the first appointed date of practice set by the KSHSAA for the season of participation.
2. A primary sport is defined as the sport which takes precedence over another sport in the event there is a conflict of the schedule for any other matter that could lead to a conflict. The student must adhere to the primary sport in the event of any conflicts of the schedule. If one sport has a contest and the other has a practice, the contest will take precedence.
3. The athlete is not allowed to leave the primary sport practice without approval of coaches (i.e. - the athlete is finished with their practice/workout).
4. Primary sport varsity contest takes precedence over secondary sport practice or contest. If possible, arrangements can be made for the athlete to

participate in both contests. When the primary sport contest concludes, if possible, the athlete will be able to participate in the secondary sport contest. Transportation arrangements will be made in advance.

5. A secondary sport contest will take precedence over a primary sport practice. However, the primary sport coach may assign a daily workout for the athlete for missed practice time.
6. Student-athletes must attend all games/competitions of their primary sport. This includes times when weather-related postponements cause a conflict. Exceptio:; varsity contests take precedence over junior varsity contests.
7. There will be no punishment for the athlete by either sport for missing practice/competition for the other sport if proper procedure is followed. If there is not a direct conflict of practice of the primary sport, the athlete is required to attend the secondary sport practice. If missing practice for either sport results in the student-athlete effort and ability not performing up to the coaches standards, then participation in games/competitions may be reduced or removed. It is up to the coach's discretion and with approval of the athletic director.
8. If an athlete decides to try dual sports they will not be allowed to quit a primary sport and just participate in their secondary sport.
9. In the event a student is disciplined for any infraction of the athletic code in a specific sport, the consequence may apply in the primary sport and the possibility of losing the privilege of dual-sports participation.
10. In the case of an unforeseen conflict, the coaches involved will be the determining factor in regards to deciding whether the athlete will attend. In such a case the coaches cannot come to an agreement, the athletic director or administration will make the final decision. The athlete and/or the parent/guardian will not be able to pick and choose what event(s) they do or do not want to attend.



Marysville Jr/Sr High School Parent/Student Handbook

2025-2026

1011 Walnut Street
Marysville, KS 66508
Telephone: 785-562-5386
Fax: 785-562-5387
Office Hours: 7:30 a.m. - 4:30 p.m.
School Hours: 8:00 a.m. - 3:15 p.m.

VISION STATEMENT: "Lifelong Success for ALL Learners"

MISSION STATEMENT: "Lead by Example and Expect Success"

Parent/Student Handbooks are available on the district website: www.usd364.org for students and parents/guardians to view or print. By request, a paper copy of this handbook can be provided to students, parents/guardians, or both.

#DOGPROUD364

Administration

Superintendent: Mr. Darren Schroeder

Principal: Mr. Tim Woodcock

Asst. Principal/A.D.: Mr. Derek Pretre

USD 364 Board of Education

Ms. Pam Dankenbring

Mr. Craig Harries

Mrs. Paige Howard

Mr. Travis Pralle

Mrs. Liberty Price-Obley

Mr. Buster Schmitz

Mrs. Rose Shelburne

School Fight Song

On to Victory!

On to Victory!

Fight for our dear name.

Make your school

Be proud of you.

They'll ner forget your name.

GO BULLDOGS!

On to Victory!

On to Victory!

Fight for future fame.

Fight Bulldogs!

Fight! Fight! Fight!

And win this game.

Alma Mater

Here's to our school, to our own alma mater.

Here's to our colors of black and the red.

Loyal forever, each son and each daughter,

Striving upon her true honor to shed.

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Normal School Day

Hour	Time
1st Hour	8:00 - 8:50
Second Chance	8:50 - 8:58
2nd Hour	8:58 - 9:48
3rd Hour	9:52 - 10:42
4th Hour	10:46 - 11:36
5th Hour - Lunch	11:40 - 12:55
6th Hour	12:59 - 1:49
7th Hour	1:53 - 2:43
8th Hour - AEP	2:47 - 3:15

1:40 PM Dismissal

Hour	Time
1st Hour	8:00 - 8:37
Second Chance	8:37 - 8:45
2nd Hour	8:45 - 9:22
3rd Hour	9:26 - 10:03
4th Hour	10:07 - 10:44
6th Hour	10:48 - 11:25
5th Hour - Lunch	11:29 - 12:44
7th Hour	12:48 - 1:25
8th Hour - AEP	1:29 - 1:40

11:50 AM Dismissal

Hour	Time
1st Hour	8:00 - 8:26
2nd Hour	8:30 - 8:56
3rd Hour	9:00 - 9:26
4th Hour	9:30 - 9:56
5th Hour	10:00 - 10:26
6th Hour	10:30 - 10:56
7th Hour	11:00 - 11:26
8th Hour - AEP	11:30 - 11:50

Two Hour Delay

Hour	Time
1st Hour	10:00-10:35
2nd Hour	10:39-11:14
3rd Hour	11:18-11:53
5th Hour - Lunch	11:57-1:12
4th Hour	1:16-1:51
6th Hour	1:55-2:30
7th Hour	2:34-3:15

Grading System

POWERSCHOOL

- Students and parents may obtain a password from the office that will allow them to view their records via PowerSchool.
- If you do not have Internet access, please contact the office and we will provide you with a printed report at progress report time or upon request.
- Teachers are expected to have their grades updated weekly (Thursday - 4pm).
- Students are urged to contact teachers if there are questions or concerns about their grades.

BENEFITS

- Students have access to assignments and information about their academic progress;
- Students can track grades and credits;
- Students are able to check graded homework or missing assignments.

GRADES

A = 95-100	B- = 80-82	D+ = 67-69
A - = 90-94	C+ = 77-79	D = 63-66
B+ = 87-89	C = 73-76	D- = 60-62
B = 83-86	C- = 70-72	F = 59↓

HONOR ROLL To be eligible, the student must be considered a full-time student and have no D's, F's or incompletes for the grading period. Students are recognized for their academic achievement based on the following scale:

A = 4.00
B = 3.00
C = 2.00
D = 1.00
F = 0.00

Superintendent's Honor Roll - 4.0 GPA with 95% and above in all classes.

Principal's Honor Roll - 4.0 GPA with 90% and above in all classes.

Academic Honor Roll - GPA between 3.3 and 3.99.

****Based on semester grading period.****

Graduation Requirements

The comprehensive list of requirements for graduation from Marysville High School is published in the student enrollment guide. Seniors who plan on participating in graduation must successfully complete the 24 credits as required by the USD 364 Board of Education and the Kansas State Department of Education.

Participation in the graduation ceremony is a privilege and not a right. A student must be in good standing in order to participate in graduation exercises. If seniors do not meet the graduation requirements, they will not be allowed to walk during graduation ceremonies.

VALEDICTORIAN/SALUTATORIAN

Valedictorian and Salutatorian will be determined based on the following criteria:

- **Student's cumulative grade point average**
- **Whether he/she has completed the Kansas Scholars Curriculum**

If there are more than two students meeting the above criteria, than the following criteria will be used to break ties or identify the recipients for this award:

- Student(s) must be named to the **Superintendent's Honor Roll** (95% and above in all classes) during their entire high school career. (8 grading semesters)
- If more than three students have met all of the above criteria then all student's cumulative ACT scores will be used to determine the recipients of the award.

In the event, there is only one or no Kansas Scholars Curriculum completers, the Qualified Admissions Curriculum would be used to recognize the valedictorian and salutatorian. In the event there is only one or no Qualified Admissions Curriculum completers, the Marysville High School curriculum requirements and class rank would be used to recognize the recipients for this award.

Any student who transfers to Marysville High School during their senior year would be eligible for valedictorian and salutatorian honors if he/she successfully completed the Kansas Scholars curriculum.

If a MHS student finished their senior year abroad as a foreign exchange student, he/she would not be eligible for valedictorian/salutatorian honors and will not be figured into class rank. Foreign Exchange students attending MHS are not eligible for valedictorian or salutatorian honors and will not be figured into class rank. The current Kansas Scholars curriculum and the current Qualified Admissions requirements are listed in the educational planning guide.

Support Systems

MULTI-TIER SYSTEMS OF SUPPORT (MTSS)

Kansas MTSS is a coherent continuum of evidence-based, system-wide practices to support a rapid response to academic and behavioral needs with frequent data-based monitoring for instructional decision-making to empower each Kansas student to achieve high standards. Our junior high through sophomore students will be placed in MTSS reading and math based on their scores that they receive by taking the Fastbridge Benchmark tests three times a year. Students who receive placement will be assigned intervention time to work on improving their skills in reading and math.

STUDENT IMPROVEMENT TEAM (SIT)

The SIT Team will meet throughout the school year to not only identify students who need additional support to be successful, but also to monitor those students throughout the school year. The SIT Team is also part of the process for some students to be tested to eventually receive the support that might come from an Individualized Education Plan (IEP). Finally, these students could also be recommended for a 504 Plan.

ACADEMIC FOCUS

This class will help students focus on how to study effectively and efficiently, how to set goals for themselves and monitor those goals, and how to be successful. Students will be provided the opportunity to practice and demonstrate knowledge of these strategies by using these skills to complete current course work and requirements. In addition, students will receive instruction to enhance math and reading skills and will explore career directions.

**Students who do not demonstrate grade level proficiency in reading and/or math may be enrolled in a minimum of one Academic Focus hour in lieu of an elective course.

SOCIAL / EMOTIONAL CHARACTER DEVELOPMENT (SECD)

The purpose of the Social, Emotional, and Character Development Standards is to provide schools a framework for integrating social-emotional learning (SEL) with character development so that students will learn, practice and model essential personal life habits that contribute to academic, vocational and personal success. It is about learning to be caring and civil, to make healthy decisions, to problem solve effectively, to value excellence, to be respectful and responsible, to be good citizens and to be empathetic and ethical individuals. All students will receive curriculum weekly to work on the above skills.

ACADEMIC ENRICHMENT PERIOD (AEP)

The focus of AEP is to provide opportunities for Social Emotional Character Development (SECD) enhancement, extra academic assistance, skills intervention, assist in the development of Individual Plans of Study (IPS) and occasional assemblies/organizational meetings. **AEP is a critical part of the educational process. This period is instrumental in implementing practices and programs that assist students with achieving the Kansas Can vision and outcomes for a successful high school graduate.**

Attendance & Truancy

COMPULSORY ATTENDANCE REQUIREMENTS

Kansas law requires students to attend school until the age of eighteen. Sixteen and seventeen year olds may be exempt from the compulsory attendance requirement if:

- they have attained a diploma or GED; or
- they are enrolled in an approved alternative education program, recognized by the local board of education; or
- a court orders exemption; or
- the parent or person acting as parent consents in writing to their child being exempt from the requirement and the child and parent attend a final counseling session conducted by the school to sign a disclaimer.

The law requires the disclaimer to include the following information:

- the academic skills the child has not yet achieved;
- the difference in future earning power between a high school graduate and a high school dropout; and
- a list of educational alternatives available to the child.

Any student who is not exempt shall be reported as truant.

ATTENDANCE/TRUANCY

Regular and punctual attendance is expected and required of all students. When a student is absent from school, without notification from the parent, an attempt shall be made to contact the parent or guardian to determine the reason for the absence. This procedure is for each student's protection. (see "Truancy")

DEFINITION OF EXCUSED/UNEXCUSED ABSENCES

The State attendance laws are very explicit in their definition of valid excuses from school. **Excused absences** will be given for illness and injury to the student. **All other absences will be unexcused unless arrangements are made by the parent with the principal's office. Even if a parent arranges for excused absences, once a student reaches their 3rd excused absence in a semester, all absences will be considered unexcused absences for the remainder of the semester without a note from a doctor or medical provider.**

When a student is or will be absent, the school expects parents to call the office by 8:15 am. Failure to do so will result in an unexcused absence. The principal will determine the acceptability and validity of excuses presented by the parent(s) or the student. All work missed while students are absent must be made up. When students return to school following any absence, they must report directly to the office.

DEFINITION OF SIGNIFICANT PART OF THE SCHOOL DAY

Absences for three (3) or more periods in one day will be considered a significant part of a school day.

PREARRANGED NON-EMERGENCY ABSENCES

Examples of acceptable non-emergency absences include, but are not limited to, family vacations, participation in activities such as 4-H or church groups. To receive an excused absence for a non-emergency absence from school, students must provide a request from a parent or guardian, in the form of a note or phone call, **at least three school days prior to the proposed absence**. It shall be the general policy not to approve non-emergency requests following the third (3rd) absence in a semester. Any deviation from this policy will require a parental meeting with the principal to present overriding reasons for approval of the request. Students will be required to arrange makeup work with teachers in advance of a non-emergency absence.

CONSEQUENCES FOR EXCESS ABSENCES

Since excessive absences will affect a student's success in school, the following procedures are a part of our school policy. Whenever a student has missed 6 days (excused or unexcused) during a semester, a letter may be sent home expressing the school's concern. The building administrator may use some discretion as to the sending of this letter. If all absences of the student have been for documented medical or legal reasons or pre-arranged non-emergency absences, the administrator may choose to postpone sending the letter unless further non documented absences occur. The letter sent will clearly state the following:

- The student and parent will be formally notified that the school has concerns about the attendance of the student.
- The parent and student will be informed that the only acceptable excuse for absence will be a doctor's statement or statement from a legal authority or a mutually agreed upon reason discussed in a personal conference by the parent and a school administrator prior to the absence.
- The parent and student will be informed that failure to comply with the above conditions will result in the school contacting the local authorities and reporting the student as truant. Each absence thereafter, which does not comply with the conditions, will also be reported to the local authorities as truancy.
- Parents will be encouraged to contact the administrator signing the letter about this matter. Future absences of this student that do not meet the criteria set forth in the letter are liable, at the discretion of the building administrator, to be ruled as unexcused. Unexcused absences will be cause for reporting of truancy. Unexcused absences will also make the student liable for disciplinary actions to be determined at the administrator's discretion. Students over eighteen years of age will receive a letter directly and be dealt with directly on matters of unexcused absences. Although they are not liable for truancy, it will be made clear to them that they must also meet the criteria for excused absences, unexcused absences may result in disciplinary action including suspension or expulsion.

DEFINITIONS OF TRUANCY

Kansas Statute defines truant as a student under the age of eighteen who is absent without a valid excuse for the absence. Students shall be reported truant after three (3)

consecutive unexcused absences, five (5) unexcused absences in a semester, or seven (7) unexcused absences in a year, whichever comes first. Students subject to the compulsory attendance laws shall be reported to the proper county authority if suspected of truancy. Students who are absent for a significant part of any school day shall be considered truant. (see "Definition of a Significant Part of the School Day")

- Tardy: If a student misses 10 minutes or less of a class period, the student is considered to be tardy.
- Students are allowed five tardies during the school year. Any additional tardies must be verified by an approved source or they will be unexcused. **Once a student reaches five tardies in a school year each additional tardy will result in a detention.** All tardies and absences that are documented by an approved source will be verified for reasonable travel time and the time of an appointment.
- Extended School Day: USD 364 Board of Education Policy allows the school to require students to attend school outside of the regular school day. Examples include but are not limited to teacher assigned 9th hours, and/or before school detentions. Failure to attend school as assigned may result in the student being reported truant.
- Truancy Officers: Building administrators have been appointed as Truancy Officers by the Board of Education, and it is their responsibility to determine whether a tardy or an absence is excused or unexcused.
- **Policy violations will be assigned points within the Disciplinary Points System.**

ATTENDANCE EXPECTATIONS

Attendance is one of the single most important factors in achieving success at school. When a student is absent from class, it is impossible to recreate the situation that existed during the absence. No amount of make-up work can take the place of the classroom experience. For this reason, it is essential that each student be in class every day possible. (When a student is absent from school, an attempt shall be made to contact the Parent/Guardian to determine the reason for the absence.)

- Parents/Guardians (this does not include emergency contacts) are expected to notify the office by phone when their student will be **late** to school. The school should be notified no later than 8:15 am.
- Parents/Guardians (this does not include emergency contacts) are expected to notify the office by phone when their student will be **absent** from school. The school should be notified prior to the absence or no later than 8:15 am on the day of the absence.
- Please be advised that students must be in school no later than 11:30 am in order to participate or attend an extracurricular activity. Exceptions to this rule would be a doctor or dentist appointment, funeral, or family emergency.
- Please be advised that students are not excused from school to attend on-site extracurricular activities during the school day. Only participants in the event are excused.
- Parents/Guardians/Students are encouraged to check Canvas (Learning Management System) Accounts for assignments or ask that homework be collected when their student will be absent.
- Parents/Guardians can arrange to pick up homework in the office before 4:30 pm.

PERIOD ABSENCES

Single Period absences will be closely monitored throughout the school year. When a student reaches eight absences in a semester for a single period (excused or unexcused, not including school activities) the student may be referred to the school SIT team or Academic Review Team.

- **STUDENTS WILL MEET WITH THE SIT TEAM FOR A REVIEW OF ABSENCES AND A PLAN OF ACTION.**
- **STUDENTS MAY BE PLACED ON ACADEMIC PROBATION OR LOSE ACADEMIC CREDIT FOR THE SEMESTER. STUDENT AND PARENT/GUARDIAN WILL BE REQUIRED TO MEET WITH ACADEMIC REVIEW COMMITTEE TO DECIDE IF STUDENT CAN STILL GET THE CREDIT DUE TO EXCESSIVE ABSENCES.**
- **POLICY VIOLATIONS WILL BE ASSIGNED POINTS WITHIN THE DISCIPLINARY POINTS SYSTEM.**

Retention will be considered as an educational alternative when it is perceived that academic and/or social benefits to the student will be enhanced by repeating a grade. The final decision to promote or retain a student shall rest with the principal after receiving information from parents/guardians, teachers, and other appropriate school personnel. (See [BOE Policy JFB](#))

Make-up Work

- When a student is absent with an excuse for one day, the student will be allowed one additional day upon her/his return to school to submit work for full credit.
- When a student is absent with an excuse for two or more days, the student will be allowed two additional days upon her/his return to school to submit work for full credit (Ex. Student is absent (excused) for 4 days of school - Student will have 6 school days to make-up assignments.
- Please be advised that students will not receive credit for work if it is not completed and submitted within the designated time limit.
- Students are expected to make up quizzes and tests at a time designated by the teacher.
- Please be advised that students may be required to take a quiz or test the day they return to school if the instruction relating to the assessment occurred prior to the student's absence.
- When a student knows in advance that he/she will be absent from class, the student should visit with his/her teachers and collect homework prior to the absence whenever possible. The teacher has the right to have the students submit homework if they are gone for a school activity prior to going to the activity if assignment is given two days prior to the advanced absence.
- When a student is absent without excuse for one or more days, the student is responsible for obtaining the necessary work from his/her teachers that needs to be made up, and the student must submit all work upon her/his return to school for full credit.
- The school realizes that extenuating circumstances may arise, and the school will work with the student and their parent/guardian to set up a plan and provide extended time for the make-up work to be successfully completed and submitted for credit.

Visitors & Safety

Visitors

We want parents and families to feel welcome at Marysville Junior Senior High School, but your student's safety is our top priority and does not interfere with classroom instruction (See [BOE Policy KM](#)). Please follow the guidelines below when visiting our school:

- If you are needing to meet with the building principal, please **call ahead** and schedule an appointment to ensure he/she has availability.
- If you are needing to meet with a specific teacher, please contact our front office. Our staff will connect you and make sure you can leave a message.
- If you are dropping off student materials or belongings, please come to the main office. Staff will let you in and you can leave your materials, or you can call ahead and just leave items on a desk in the entryway.
- If you are entering the building for a special event, please go to the office to check in and receive a **visitor pass** before going to your designated area. If it is an activity or event on the school calendar then please use the appropriate doors for entry.

Complaints of Discrimination

The district is committed to maintaining a positive learning and working environment, free from discriminatory behavior in the form of insult, intimidation, or harassment due to race, color, religion, sex, age, national origin, or disability. Harassment of students or employees of the district by any person is prohibited. Students or employees who believe they have been subjected to harassment on the basis of discrimination should discuss the alleged harassment with the building administrator, school counselor, or another certified staff member. Any school employee who receives a complaint of harassment from a student must report the complaint to the building administrator(s). (See [BOE Policy JGECA](#)).

Parent Code of Conduct

The purpose of the Parent Code of Conduct is to provide a mutual understanding to all parents/guardians and visitors to our school about conduct expectations while on school property, at school district events, and when interacting with USD 364 employees and/or students. For more information see our Parent Code of Conduct on the USD 364 website. Link here. (See [BOE Policy KGC](#))

Bicycles

Students riding bikes to school should walk their bikes on the sidewalks near the school. At no time should bicycles be left on the sidewalk. The school assumes no responsibility for bicycles; however, provisions have been made to safeguard bikes by providing bicycle racks and requiring them to be properly parked. We strongly encourage bike locks. Bicycles, scooters, skateboards, rollerblades, and shoes with wheels should not be ridden on the school grounds. Please have bikes registered with the local police department.

Bus Transportation & Rules

Transportation of students safely is the highest priority. In order to meet the conditions outlined by the State and provide safe, prompt movement of students, the school district has adopted standard regulations and procedures and has provided restrictive measures for violations of the rules. (See USD 364 Bus Rider Agreement)

Emergencies & Drills

At times it may become necessary to close the school and/or change bus schedules due to bad weather or other emergencies. If it becomes necessary, we will notify local radio and television stations, post on the school's Facebook page, send an email message to the parents/guardians, and put out a notification using the Marysville Schools app.

Fire, tornado, and crisis drills will be held regularly. Students will be instructed by each teacher on the proper procedure to follow for his/her classroom.

Disciplinary Points System

Levels of Unacceptable Behavior: Each inappropriate behavior is categorized by the five levels of unacceptable behavior. The level that an infraction contains, will be credited to a point system based on that level of inappropriate behavior. (For instance, Level 1 = 1 point, Level 2 = 2 points, etc.)

- Level 1: Behaviors that occur in the classroom or the school environment and affect only the misbehaving student. Disciplinary Actions: Detentions
- Level 2: Behaviors that interrupt the ordered educational environment or interfere with the learning of others. Disciplinary Actions: Detentions/ISS or OSS
- Level 3: Behaviors that are not intended to cause physical harm to another individual, are not illegal, but do negatively affect an orderly environment. Disciplinary Actions: ISS or OSS
- Level 4: Behaviors that are intended to cause another individual physical harm and/or are illegal. Disciplinary Actions: OSS or Expulsion
- Level 5: Criminal Activity and repeated life safety issues. Disciplinary Actions: OSS or Expulsion.

Cumulative Disciplinary Procedures:

- **Behavior points will accumulate throughout the school year, which can lead to other disciplinary consequences as outlined below:**
 - **10 points = Intervention Meeting with Parents**
 - **15 points = Responsible Thinking Plan**
 - **20 points = Students will be placed in a Private Academic Setting throughout the school day. In this environment, they will take their classes through Edgenuity to maintain graduation credits.**
 - **25 points = Behavior Contract**
 - **30 points = Expulsion Hearing**

Behavior Code of Conduct with Disciplinary Matrix

PROBLEM AREA	INCIDENT NUMBER	MINIMUM ACTION TO BE TAKEN	MAXIMUM ACTION TO BE TAKEN
TARDINESS	1 - 5	INFORMAL TALK	PARENT INVOLVEMENT
	5 - ?	LUNCH DETENTION	AFTER SCHOOL DETENTION, IN-SCHOOL SHORT SUSPENSION 1-3 DAYS
UNEXCUSED ABSENCE	FIRST	DETENTION. PARENT INVOLVEMENT	IN-SCHOOL SHORT SUSPENSION 1-3 DAYS /
	REPEATED	3-5 DAYS IN-SCHOOL SUSPENSION	OUT-OF-SCHOOL SUSPENSION 1-5 DAYS
DEFIANCE OF AUTHORITY	FIRST	DETENTION 1-3 DAYS IN-SCHOOL SUSPENSION PARENT CONFERENCE	1-3 DAYS OUT-OF SCHOOL SUSPENSION
	REPEATED	1-3 DAYS OUT OF SCHOOL SUSPENSION	3-5 DAYS OUT-OF-SCHOOL SUSPENSION OR EXPULSION
INAPPROPRIATE STUDENT CONDUCT	FIRST	DETENTION	1-3 DAYS IN-SCHOOL SUSPENSION
	REPEATED	3-5 DAYS IN-SCHOOL SUSPENSION	LONG-TERM SUSPENSION
AUTOMOBILE MISUSE	FIRST	PARENT INVOLVEMENT	NOTIFY AUTHORITIES
	REPEATED	NOTIFY AUTHORITIES	NOTIFY AUTHORITIES
ALCOHOL OR DRUGS	FIRST	1-3 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION NOTIFY AUTHORITIES
	REPEATED	5 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION/ NOTIFY AUTHORITIES
FIGHTING	FIRST	1-3 DAYS SHORT TERM IN-SCHOOL SUSPENSION	3-5 DAYS OUT-OF-SCHOOL
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION PARENT INVOLVEMENT	EXPULSION

BULLYING	FIRST	WARNING AND DOCUMENTATION OF THE INCIDENT INVESTIGATION	WARNING AND DOCUMENTATION OF THE INCIDENT, INVESTIGATION UNLESS PHYSICAL ASSAULT IS INVOLVED
	REPEATED	1 DAY IN SCHOOL SUSPENSION, 2 DISCIPLINE POINTS	3-5 DAYS OUT OF SCHOOL SUSPENSION, 3-5 DISCIPLINE POINTS, SEE MAXIMUM FOR HARASSMENT
THREATS OR HARASSMENT	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION PARENT INVOLVEMENT	1-3 DAYS OUT-OF-SCHOOL SUSPENSION
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION
SEXUAL HARASSMENT	FIRST	DETENTION COMPLETION OF SEXUAL HARASSMENT ACTIVITY PACK	3-5 DAYS OUT-OF-SCHOOL SUSPENSION
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION
BUS MISCONDUCT	FIRST	PARENT CONFERENCE	LOSS OF BUS RIDING PRIVILEGE
	REPEATED	SUSPENSION FROM BUS	LOSS OF BUS RIDING PRIVILEGE
FORGERY OR LYING	FIRST	DETENTION	1-3 DAYS IN-SCHOOL SHORT SUSPENSION
	REPEATED	3-5 DAYS IN-SCHOOL SUSPENSION	LONG-TERM SUSPENSION
CHEATING	FIRST	LOSS OF CREDIT FOR WORK	LOSS OF ACADEMIC CREDIT
	REPEATED	LOSS OF CREDIT FOR WORK	LOSS OF ACADEMIC CREDIT
TOBACCO	FIRST	3 DAYS OUT OF SCHOOL SUSPENSION	3-5 DAYS OUT OF SCHOOL SUSPENSION
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION, POLICE INVOLVEMENT	LONG-TERM SUSPENSION, POLICE INVOLVEMENT

VAPING	FIRST	3 DAYS OUT OF SCHOOL SUSPENSION	3-5 DAYS OUT OF SCHOOL SUSPENSION
	REPEATED	3 DAYS OUT OF SCHOOL SUSPENSION, POLICE INVOLVEMENT	3-5 DAYS OUT OF SCHOOL SUSPENSION, POLICE INVOLVEMENT
VANDALISM	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION PAYMENT FOR DAMAGES	EXPULSION NOTIFY AUTHORITIES PAYMENT FOR DAMAGES
	REPEATED	3-5 DAYS OUT-OF- SCHOOL SUSPENSION PAYMENT FOR DAMAGES	EXPULSION NOTIFY AUTHORITIES PAYMENT FOR DAMAGES
PHYSICAL ASSAULT	FIRST	1-3 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION NOTIFY AUTHORITIES
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION NOTIFY AUTHORITIES
SKIPPING DETENTION	FIRST	ADDITIONAL HOUR OF DETENTION	IN-SCHOOL SUSPENSION
	REPEATED	IN-SCHOOL SUSPENSION	3-5 DAYS OUT-OF-SCHOOL SUSPENSION
ISSUING FALSE ALARM	FIRST	3-5 DAYS OUT-OF-SCHOOL SUSPENSION/NOTIFY AUTHORITIES	EXPULSION NOTIFY AUTHORITIES
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION/ NOTIFY AUTHORITIES	EXPULSION NOTIFY AUTHORITIES
THEFT	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION	3-5 DAYS OUT-OF-SCHOOL SUSPENSION NOTIFY AUTHORITIES
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION NOTIFY AUTHORITIES

COMPUTER DISCIPLINE CODE

INFRINGEMENT ON RIGHTS OF OTHERS	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION PARENT CONFERENCE/ LOSS OF INTERNET FOR LENGTH OF SUSPENSION	3-5 DAYS IN-SCHOOL SUSPENSION/ LOSS OF INTERNET FOR 45 SCHOOL DAYS
	REPEATED	1-3 DAYS OUT-OF-SCHOOL SUSPENSION/ LOSS OF INTERNET FOR 90 SCHOOL DAYS	3-5 DAYS OUT-OF-SCHOOL SUSPENSION/ EXPULSION LOSS OF INTERNET FOR FULL SCHOOL YEAR
TRANSMISSION OF INAPPROPRIATE MATERIAL	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION PARENT CONFERENCE	3-5 DAYS IN-SCHOOL SUSPENSION LOSS OF INTERNET FOR 90 SCHOOL DAYS
	REPEATED	1-3 DAYS IN-SCHOOL SUSPENSION LOSS OF INTERNET FOR FULL SCHOOL YEAR	EXPULSION
TRANSMISSION OF INAPPROPRIATE SOLICITATION	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION PARENT CONFERENCE LOSS OF INTERNET FOR 45 DAYS OF SCHOOL	1-3 DAYS OUT-OF-SCHOOL SUSPENSION LOSS OF INTERNET FOR 90 DAYS OF SCHOOL
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION/LOSS OF NETWORK FOR FULL YEAR	EXPULSION
PROMOTION OF ALCOHOL, DRUGS, OR CRIME	FIRST	1-3 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION
	REPEATED	5 DAYS OUT-OF-SCHOOL SUSPENSION/LOSS OF NETWORK FULL SCHOOL YEAR	EXPULSION
MISUSE OF EQUIPMENT	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION/LOSS OF NETWORK FOR 45 DAYS	3-5 DAYS IN-SCHOOL SUSPENSION/ RESTITUTION/LOSS OF NETWORK FOR 90 DAYS
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION/RESTITUTION/LOSS OF NETWORK FOR YEAR	EXPULSION

MISUSE OF PERSONAL SOFTWARE APPLICATIONS	FIRST	PARENT CONFERENCE LOSS OF NETWORK FOR 10 DAYS	1-3 DAYS IN-SCHOOL SUSPENSION LOSS OF NETWORK 30 DAYS
	REPEATED	3-5 DAYS IN-SCHOOL SUSPENSION LOSS OF NETWORK 90 DAYS	3-5 DAYS OUT-OF-SCHOOL SUSPENSION LOSS OF NETWORK FOR FULL SCHOOL YEAR
FOOD/DRINKS AROUND COMPUTERS	FIRST	DETENTION	1-3 DAYS IN-SCHOOL SUSPENSION PAYMENT OF DAMAGES
	REPEATED	3-5 DAYS IN-SCHOOL SUSPENSION LOSS OF LAB 45 DAYS	LONG-TERM SUSPENSION/ LOSS OF LAB FOR YEAR
LEAVING WORK AREA DISORDERLY	FIRST	INFORMAL TALK	PARENT INVOLVEMENT
	REPEATED	DETENTION	1-3 DAYS IN-SCHOOL SUSPENSION
MISUSE OF PASSWORD OR OTHER SECURITY	FIRST	INFORMAL TALK	PARENT INVOLVEMENT
	REPEATED	DETENTION	1-3 DAYS IN-SCHOOL SUSPENSION
CYBER BULLYING USING CELL PHONE, SOCIAL MEDIA, COMPUTER DURING SCHOOL	FIRST	1-3 DAYS IN-SCHOOL SUSPENSION PARENT INVOLVEMENT	1-3 DAYS OUT-OF-SCHOOL SUSPENSION
	REPEATED	3-5 DAYS OUT-OF-SCHOOL SUSPENSION	EXPULSION

Artificial Intelligence (A.I.)/Plagiarism Policy

If student work is found to be obtained by dishonest means (i.e. copying off of another student, plagiarizing work from the Internet or other sources, just plain cheating, etc), the student will be subject to the "Cheating" category of the Disciplinary Matrix and be subject to a minimum of losing credit for the work up to losing credit for the class.

Any use of generative A.I. tools (i.e. chatGPT or equivalent) to complete any coursework is prohibited unless explicitly allowed by the instructor for that particular assignment. A student will be subject to the "Cheating" category of the Disciplinary Matrix and at minimum lose credit for the work up to losing credit for the class.

Cell Phone/Electronic Device Policy

Any non-school issued or personal electronic device (i.e. cell phones, smart watches, etc.) used by students during the school day is prohibited except during the following instances: Students may only be on their cell phones before the school day begins (7:30-8:00 am) in the entryway and cafeteria, and after the school day ends at 3:15 pm. Cell phones and smart watches are not to be on a student or in their pockets. Students bringing electronic devices into the school must stow them in their assigned academic locker, their athletic locker, or in their backpack, and make sure all devices are silenced. After school, students who take part in extracurricular activities should keep their electronic devices in their bags which should be placed inside their athletic lockers. Cell phones/cameras are not permitted to be out of bags in locker rooms, nor at any time inside restrooms, or other places where the potential for exploitation exists. The only exception to the rules above is when a personal electronic device is used to manage a medical condition as prescribed by a medical professional. USD 364 School Bus Rider Agreement Guidelines will be enforced regarding electronic devices on school bus routes.

Consequences for electronic device violations are subject to the following disciplinary action:

- **1st Offense:** Student's phone or electronic device will be confiscated and turned into the office by the teacher or administrator, a discipline log will be created, and a point will be given by the administration. A parent/guardian will be required to pick up the phone after a meeting. The student will be required to check in their phone to the office for the next 5 days starting the day after the infraction.
- **2nd Offense:** Student's phone or electronic device will be confiscated and turned into the office by the teacher or administrator, a discipline log will be created, and a point will be given by administration. A parent/guardian will be required to pick up the phone after a meeting. The student will be required to check in their cell phone for the remainder of the 9 weeks or 30 days, whichever is longer.
- **3rd Offense and beyond:** Disciplinary action will follow the Disciplinary Matrix under the area of "Defiance of Authority" in the Student Handbook. In addition to the discipline given, students will not be allowed to have their phones for the remainder of the school year.

Students engaging in unauthorized use of their own personal electronic devices to perform unauthorized audio/video recordings on school grounds or at activities, or using school equipment to perform unauthorized audio/video recordings on or off school grounds, are subject to school consequences up to and including suspension or expulsion. Any recordings or photographs made at school, on school or related property, or in connection with a school-sponsored event may become the property of

Marysville USD 364. If students transmit, or post content in violation of any Board policies, administrative procedures, or school rules, it is understood that Marysville USD 364 has discretion over the use of such recordings and photographs and that the student is subject to school consequences up to and including suspension or expulsion.

Dress Code

The responsibility for a student's appearance remains with the student and parents/guardians. Dress for students is expected to be clean, neat, modest, and conform to standards of appropriateness. Any clothing that is revealing, suggestive, or distracts from the learning environment is inappropriate. The school board delegates the building principals and its other administrators the authority to correct a situation which may be interfering with the learning process. Students identified as wearing inappropriate clothing will be required to change to appropriate dress. Discipline procedures may be incorporated if the students fail to comply with the request to change to appropriate clothing.

The following standards are in place at Marysville Junior/Senior High School:

- Students may not wear see-through shirts, shirts with cut-off or torn sleeves, halter tops, low-cut shirts (shirts/dresses should not expose cleavage), shirts with large, gaping armholes, shirts which expose any part of the midsection, shirts promoting alcohol, tobacco, or sexually suggestive messages, and shirts which have wording that indicates violence or profanity.
- Saggy pants that expose boxers or briefs cannot be worn. Pants, jeans, and shorts with excessive holes or holes which expose undergarments are not allowed. Low-cut jeans which are below the waistline and expose the mid-section cannot be worn.
- Shorts, skirts, and dresses are expected to be in good taste with a mid-thigh length recommended for shorts.
- Students are not to wear sunglasses, hats, caps, or any other type of head covering inside the school during school hours unless otherwise approved by administration. Wallet chains, collars or bracelets with spikes, and thick chains around the neck or other parts of the body are not allowed for safety reasons.
- Pajamas or boxer shorts worn as outerwear are not allowed unless approved by administration. Undergarments should not be visible at any time.

If there is a dress code violation, the student will be asked to change to an appropriate look. This request will include turning a shirt inside out, changing to a t-shirt, wearing a sweatshirt or jacket over the shirt, changing to an appropriate pair of shorts, or removing a hat, etc. If the student fails to comply with the request, they may be subject to disciplinary action.

The administration is authorized to interpret these rules and regulations and to make such adjustments that he/she deems appropriate when special circumstances arise. This may call for adjustments in future dress codes. (See [BOE Policy JCDB](#))

Email

Email accounts provided to students are for educational purposes only. **Students may not use district technology to access personal email accounts.** Students who are issued school email accounts are required to adhere to the acceptable use policy.

Food Service

- There is no open lunch. All students will stay in the building over the lunch hour. No outside food can be delivered or brought in without administration approval.
- Behavior expectations in the cafeteria will be the same as throughout the school.
- Students are allowed to go to their lockers before they go to the cafeteria.
- When students go to lunch they walk to the cafeteria and form an orderly line.
- Students memorize and enter their 4 digit numbers.
- Seven students to a table.
- As in the past few years, we will have the Offer vs. Serve system in the lunch line.
- According to state regulations, everyone must leave with at least 3 items on their tray, with one of the 3 items being a full serving of **fruit or vegetables**.
- Pick up trash and empty tray – leave the eating area better than you found it.

Lunch Account Information

- Students may visit the Director of Food Services in the kitchen before school and put money in their lunch account whenever necessary.
- Students will be informed by the Director of Food Services in the kitchen or A-La-Carte/Main course line when their account is getting low and they will be reminded as the account depletes.
- Students are encouraged to communicate this information with their parents.
- When a student's lunch account balance is below the price of the lunch, students are allowed to charge meals until they have reached a negative balance of \$20.00 and they will be reminded to bring money.
- When a student's account is in the red and they've reached the \$20.00 limit they will be directed to talk to the Director of Food Services and the parent/guardian will be contacted.
- When a student's account reaches a negative balance of \$20.00 students will be provided an alternate meal provided by the district.
- Students must have money in their account or cash if they want to purchase items from the A-La-Carte line.
- Students may ask the clerks in the kitchen or the A-La-Carte line for their account balance.
- Parents may pay for lunches electronically via RevTrak which is located on the school website. RevTrak allows payments by credit or debit card.

Hall Policy

The doors by the Bulldog Entrance will open at 7:00 am with the inside doors leading into the cafeteria opening at 7:30 am. All other doors will remain closed until 7:45 am. All students will report to the cafeteria for breakfast and then report to the assigned area inside or outside until 7:45 am. All students may enter the hallways at 7:45 am. All school rules are to be observed in the hallways and will be strictly enforced. Student

exceptions to enter the hall are but not limited to; instructor permission, morning activity meetings and 9th hours or detentions.

Lockers

When a student is issued a locker, the student should immediately inspect the locker for any damage and report it to the office. If these damages are not reported in advance, the student will be responsible for and billed for all damages at the end of the school year. Students are expected to observe the following locker rules at all times:

1. Each student must use the locker assigned to him/her.
2. Lockers should be kept clean and neatly arranged at all times.
3. Students may go to their lockers at the following times:
 - a. Before school in the morning after the 7:45 am bell.
 - b. Between classes during the passing time.
 - c. Immediately after school.
 - d. When a teacher gives permission.
4. Do not tell anyone your locker combination. Your items in your locker **WILL NOT** be safe if people know your combination.
5. Do not give others permission to get into your locker.
6. Use your locker in the manner for which it was designed.
7. Athletic lockers should be available to students in the locker rooms. Students are only to use school-issued locks to secure their athletic lockers. Personal locks are not allowed.

As per board policy, lockers are the property of USD 364 and consequently subject to search. (See [BOE Policy JCAB](#)).

Network/Internet/Computer Usage

Students and their parents must sign the district's Acceptable Use Policy form before the student can use district technology or receive a district Chromebook in the 1:1 initiative. No personal computers will be allowed to be on the school network. Students need to use the district provided technology.

School Social Events and Dances - Grades 9-12

1. All dances and parties held prior to a day of school should end at 11:00 pm. All dances and parties held Friday or Saturday night or on a night prior to a school holiday should end at 12:00 midnight.
2. Students must be in good standing both academically and behaviorally to attend school parties/dances. Junior/Senior Prom is exempt from the academic requirement of this rule.
3. All dances and parties that permit out-of-school guests must have the guests registered with the Principal's Office prior to the day of the dance or party. Only students who are juniors or above may attend the prom. No guests who have reached the age of 21 are permitted to attend any dance. All out-of-school dates must provide a photo I.D. upon entering the dance.
4. Students will be breathalyzed at all dances. (Administrator discretion)
5. Students are responsible for the conduct of any guest.

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6. Students may be asked to leave if their dancing is determined to be obscene.
 7. A student does not return to school parties/dances once he/she has left.
 8. Dress Code: Homecoming - Semi-Formal; Winter Formal/Prom – Formal

School Social Events and Dances - Grades 7-8

MJHS dances and celebration events are informal. Dances should start at 7:00 pm and go no later than 10:00 pm. Unless prior arrangements are made, no students are allowed in after 7:30 pm. Students must be in good standing academically and behaviorally to attend dances or celebration events.

Student Health

School Wellness Policy

A local school wellness policy guides a school district's efforts to establish a school environment that promotes health, well-being, and the ability to learn. Marysville Junior Senior High School supports healthy eating habits and physical activity. (See [BOE Policy JGCA](#)).

Health Room

A student must stay home if they have a fever of 100 degrees, have been vomiting, have diarrhea, or have symptoms that would keep them from participating in school.

MJSHS follows the 12 and 24 hour rule. Students must be fever free for 24 hours without medication. Students should stay home for 12 hours after the last time they vomited or had diarrhea. If a student is prescribed antibiotics, they need to stay home 24 hours after the first dose.

Student Feeling Sick While at School

- If a student begins to feel ill, he or she needs to report to the office and visit with office staff. The office staff will assess the symptoms, take the student's temperature when appropriate, and if necessary, consult with the school nurse.
- When determined by school personnel that it is in the student's best interest that he/she goes home, office personnel will contact the parent/guardian. Students should refrain from calling parents before coming to the office. The office will make contact or ask students to contact parents when necessary. Students calling before reporting to the office causes undue confusion and can be in violation of the student cell phone policy.
- If it is the recommendation of school personnel that the student return to class and the student indicates that he or she does not feel up to returning to class, the parent/guardian will be contacted to make the ultimate decision, when circumstances call for it, the school has the authority to and may consider the absence as unexcused. If the school nurse makes the determination that the student is ill and needs to go home, the student's absence will be excused.
- Communication in regards to illness is to be facilitated by office staff.

Medication

Our nurse can distribute medication. Medication must be kept in the nurse's office, be in the original labeled container, and an authorization from the prescribing care provider/physician must be presented each new school year for all medications.

Written requests from the physician or dentist AND parent/guardian should accompany all medication to be administered. All “over the counter” drugs such as aspirin, ibuprofen, and cough medicine, etc. will require a written form signed by the parent/guardian. Inhalers and cough drops may be kept in students’ book bags. Emergency medications for life-threatening allergic conditions may also be carried by the student with the appropriate documentation from the physician and parent/guardian. Please communicate with the school nurse or office before sending medication to school for your student. (See [BOE Policy JGFG](#)).

Allergies

If your student has an allergy please let the nurse know and she will provide a form to be signed by your student’s medical provider.

Student Accident/Injury

In the case of an accident during school, the student’s parent or guardian shall be notified. If the accident is of a serious enough nature to demand immediate medical treatment, the local rescue unit will be notified as well as the parent/guardian. If we cannot reach the parent/guardian, we will notify the person listed on your child’s emergency contact. IT IS VERY IMPORTANT TO KEEP THE OFFICE INFORMED OF ANY CHANGE OF EMPLOYMENT AND WORK PHONE NUMBERS OR WORK HOURS. IT IS ALSO IMPORTANT TO KEEP US UP TO DATE WITH PEOPLE TO NOTIFY IN CASE OF AN EMERGENCY WHEN THE PARENT/GUARDIAN CANNOT BE REACHED. (See [BOE Policy JGFG](#)).

Communicable Disease and Contagious Condition Regulations and Guidelines

Head Lice: Per Kansas Department of Health and Environment’s recommendations, Marysville Junior Senior High School does not routinely exclude students for head lice. When a student has been found with live lice, parents/guardians will be contacted and advised to treat the student after the school day is completed. If the presence of lice and/or nits appears to be an impediment of the student’s ability to learn, administration may request for the student to be picked up from school early. Students may return once appropriate treatment has taken place. You will be contacted by our Family Advocate with resources and support for treatment. The student will be checked for live lice the morning following the initial discovery, and if live lice are still present after treatment, the parent/guardian will be contacted and the student will be sent home.

Other Communicable Diseases and Contagious Conditions: Marysville Junior Senior High School will follow recommendations from Marshall County Health Department and/or the Kansas Department of Health and Environment regarding a student returning to school following onset of symptoms and/or diagnosis. (see [BOE Policy JGCC](#))

Immunizations

District policy and state guidelines read "students who are not completely immunized (**within 30 calendar days after admission to school**) and who have not previously claimed religious exemption, will be excluded from school until such time that they complete the series or provide a medically approved exemption or postponement." If your child cannot receive

immunizations for medical or religious reasons, a new medical exemption form must be completed yearly.

Not all physicians' offices carry all immunization vaccines, so it is advisable to check prior to going. The Marshall County Health Department is open for immunizations and is now located at 600 Broadway in Marysville. Be advised that parental signatures are needed in order for a student to receive immunizations.

Marshall County Health Department hours are:

- M-T-TH 8:00 AM – 5:00 PM; Wed 8:00 AM -6:30 PM; Fri. 8:00 AM – 12:00 PM.
- Phone number is 785-562-3485.

Please see that your student obtains the necessary immunizations, and return proof of receiving the needed immunizations to the school nurse. Contact Kathy Huerter, School Nurse (phone 562-3641) or the school office where your child attends if you have questions. ([See BOE Policy JGCB](#)).

For any additional questions, please contact Kathy Huerter, School Nurse (phone 562-3641) or the school office where your child attends. (See [BOE Policy JGCD](#)).

Technology/Textbooks

Textbooks, trade books, and library books are loaned to the student for instructional purposes and reading. Books should be handled correctly, kept clean, away from pets and liquids, and returned. A fee will be charged for missing or mishandled books. Parents will be responsible for reimbursing the district for replacement of or repair to damaged books or devices. (See [BOE Policy IIBG](#)).

ACTIVITIES/ATHLETICS

LIST OF EXTRACURRICULAR ACTIVITIES

Students are encouraged to get involved and participate in the variety of extra-curricular activities and clubs led by highly qualified faculty and staff. Make the best of your year and take advantage of the opportunities available at Marysville Jr/Sr. High School.

MJH Extra-Curricular Activities:

Basketball-Boys and Girls	Cross Country-Boys and Girls	Football	Instrumental Music
Play	Scholar's Bowl	Track-Boys and Girls	Vocal Music
Wrestling-Boys and Girls			

MJH Curriculum-Related Groups:

These groups directly relate to a school's curriculum; the subject matter of the group is actually taught or will be taught, in a regularly offered course, subject matter concerns

the body of courses as a whole, and/or participation of the group is required for a particular course or results in academic credit.

Art Club	Robotics	Stuco (Builders Club)	
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MJH Non-Curriculum-Related Student Groups:

“Any group (or club) that does not directly relate to the body of courses offered by the school.” These groups are allowed to meet (during non-instructional time) which is defined as time set aside by the school before actual classroom instruction begins or after it ends.

FCA	GSA		
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MHS Extra-Curricular Activities:

Baseball	Basketball-Boys and Girls	Cheerleading	Cross Country-Boys and Girls
Football	Golf-Boys and Girls	Instrumental Music	KSCFL Debate Forensics
Plays	Scholar’s Bowl	Softball	Tennis-Boys and Girls
Track	Vocal Music	Volleyball	Wrestling-Boys and Girls

MHS Curriculum-Related Student Groups:

These groups directly relate to a school's curriculum; the subject matter of the group is actually taught or will be taught, in a regularly offered course, subject matter concerns the body of courses as a whole, and/or participation of the group is required for a particular course or results in academic credit.

Art Club	Biology Club	FBLA	FCCLA
FFA	KAY (KSHSAA)	NHS	Robotics
Spanish Heritage Club	STUCO	Tri-M	

MHS Non-Curriculum-Related Student Groups:

“Any group (or club) that does not directly relate to the body of courses offered by the school.” These groups are allowed to meet (during non-instructional time) which is defined as time set aside by the school before actual classroom instruction begins or after it ends.

FCA	GSA	M-Club	Matmaids
YOGOWYPI			

STUDENT ELIGIBILITY POLICY

Academic success is the primary reason for students to attend Marysville Jr/Sr. High School. A well-rounded student is one who combines extra-curricular activities with his/her academics. While we encourage students to be involved in activities outside the classroom, we believe academic success should be the primary focus. Marysville Jr/Sr High School will use the following criteria for determining eligibility to participate in or attend school social events.

The first level requires students to meet the guidelines set forth by the Kansas State High School Athletic Association (KSHSAA). The KSHSAA has a minimum regulation which requires students to pass at least five subjects of unit weight in their last semester of attendance.

In addition to the KSHSAA requirements, Marysville Jr/Sr. High students must also meet the following eligibility standards:

- **High School** - In order to maintain eligibility to participate in extracurricular activities or school-sponsored social events, high school students must maintain a 64% or higher in a minimum of 5 subjects of unit weight **(If a student has two or more classes below 64%, he or she will be ineligible).**
- **Junior High** - In order to maintain eligibility to participate in extracurricular activities or school-sponsored social events, junior high students must maintain a 64% or higher in a minimum of 5 subjects of unit weight **(If a student has two or more classes below 64%, he or she will be ineligible).**
- Eligibility will be determined on a weekly cumulative basis. (semester)
- Students will be given a two week grace period at the beginning of each semester to establish grades before eligibility reports will be run. High school students will be placed on probation the 3rd week if receiving 2 grades below 64%. Junior High students will be placed on probation the 3rd week if receiving 2 grades below 64%.
- The period of ineligibility begins on the following Monday through Sunday.
- Each instructor will update their grades a minimum of one time per week and will be entered no later than 4:00 pm on Thursday.
- Administration will have the authority to reinstate student eligibility if grades are not entered in a timely manner.
- Students enrolled in a co-curricular class that has activities or performance requirements scheduled after the school day will be allowed to perform or participate to meet the requirements of that class.
- Students who wish to participate in extracurricular activities must also be considered "a student in good standing."
- **Please be advised that students must be in school no later than 11:30 a.m. in order to be eligible to participate in or attend an extracurricular activity on that**

day. This rule is also found in the **Athletics/Activities Handbook**.

All other subjects related to participation in Athletics or Activities at Marysville Junior Senior High School can be found in the [Athletics/Activities Handbook](#)

Guidelines & Policies

Bullying

Bullying, harassment, and intimidation of any kind are prohibited and are a violation of our district bullying policy. This prohibition could be in any form, including electronic means, on or while using school property, in a school vehicle, or at a school sponsored event. (See [BOE Policy JDDC](#) and [BOE Policy GAAE](#))

Drug-Free School/Tobacco/Nicotine-Free School

Maintaining drug-free schools is important in establishing an appropriate learning environment for the district's students. The unlawful possession, use, sale or distribution of illicit drugs and alcohol by students on school premises or as a part of any school activity is prohibited.

As a condition of continued enrollment in the district, students shall abide by the terms of this policy.

Students shall not unlawfully manufacture, sell, distribute, dispense, possess, or use illicit drugs, controlled substances, alcoholic beverages, and nicotine or tobacco products and/or electronic nicotine delivery systems at school, on school property, or at any school activity. Any students violating the terms of this policy will be reported to the appropriate law enforcement officials and will be subject to suspension and expulsion procedures.

Nothing in this policy is intended to diminish the ability of the district to take other disciplinary actions against the student in accordance with other policies governing student discipline. The building administrator does have the authority to require students to participate in a tobacco and electronic delivery systems education program, refer them to a cessation program, and/or community service program as a disciplinary consequence. (See [BOE Policy JDDA](#))

All tobacco or electronic nicotine delivery systems are strictly prohibited on USD 364 property. This includes cigarettes, smokeless tobacco, any electronic nicotine delivery device, or anything used to inhale (vape) any substance. Any possession of these products will be considered a violation of school policy and subject to discipline measures. Students observed in violation of this policy by a school district employee will be subject to disciplinary action and/or suspension. Administrators may report students who are in violation of this policy to law enforcement as appropriate. (See [BOE Policy JCDA](#))

Harassment

Any type of harassment will not be tolerated and will be a direct violation of board policy for any member of the district staff to harass another staff member or student through conduct or communication of sexual nature that are defined as unwelcome sexual advances, requests for sexual favors, or other inappropriate oral, written, or physical conduct of a sexual nature. Discrimination or harassment on the basis of race, color, or national origin (“racial harassment”) or on the basis of disability (“disability harassment”) shall not be tolerated in the school district. Racial or disability harassment of employees or students of the district in any district education program or activity is strictly prohibited. (See [BOE Policy JGECA](#) and [BOE Policy JGEC](#))

Reporting To Law Enforcement

Whenever a student engages in conduct which constitutes the commission of any misdemeanor or felony, at school, on school property, or at a school supervised activity and/or has been found:

- in possession of a weapon,
- in possession of controlled substance or illegal drug; or
- to have engaged in behavior at school which has resulted in, or was substantially likely to have resulted in serious bodily injury to others, the principal shall report such acts to the appropriate law enforcement agency if any of the behaviors noted above occur. (See [BOE Policy JDDDB](#))

Suspensions and/or Expulsion of Students

The authority to suspend for a short term and to propose an extended term suspension and/or expulsion is delegated to the Superintendent, building principal, or assistant principal, or by the Board of Education in accordance with the applicable statutes of the State of Kansas. The provisions of this section apply to all students enrolled in USD #364.

Suspensions are divided into two categories: In-School suspension and Out-of-school suspension.

- The result of an in-school suspension (ISS) means to remove the student from the general student body and deny the student the privilege of attending or participating in school activities or events for a period not to exceed five (5) school days during any one time period.
- An out-of-school suspension (OSS) can be either “short-term” – not to exceed ten (10) school days and to deny the student the privilege of attending or participating in school activities or events. Short-term suspension may extend into the next school year or “Long-term” – means to remove the student from school for a period in excess of five school days, but not more than 90 school days, and to deny the student the privilege of attending or participating in school activities or events. Long-term suspension may extend into the next school year.

Expulsion means to remove the student from the school for a period not to exceed 186 school days and to deny the student the privilege of attending or participating in school activities or events. An expulsion may extend into the next school year.

(See [BOE Policy JDD](#))

Weapons Policy

Weapons of any kind, especially firearms, or any instrument, object or device that can be reasonably perceived as a weapon or firearm, including replicas and look-alikes such as cap guns and water guns, will not be tolerated at any school-supervised activity, in any school building, or on any school district property. (See [BOE Policy JCDBB](#))

Family & Student Rights

Family Educational Rights and Privacy Act (FERPA)-Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.
Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.
Parents, or eligible students, who wish to ask the school to amend a record, should write to the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.
One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-8520

Notice for Directory Information

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Unified School District #364 Marysville, with certain exceptions, obtains your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Unified School District #364 Marysville may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Unified School District #364 Marysville to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent. ¹

If you do not want Unified School District #364 to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by August 15 of each school year, at the District Office, 211 South 10th Marysville, Kansas, 66508. Unified School District #364 has designated the following information as directory information:

- Student's name
- Weight and height of members of athletic teams
- Address

-
- Telephone listing
 - Degrees, honors, and awards received
 - Electronic mail address
 - The most recent educational agency or institution attended
 - Photograph
 - Date and place of birth
 - Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
 - Major field of study
 - Dates of attendance
 - Grade level
 - Participation in officially recognized activities and sports

ESEA Parent Notification

The Elementary & Secondary Education Act (ESEA, is a federal law that requires all parents in a Title 1 school to be notified and given the opportunity to request information about the professional qualifications of classroom teachers instructing their child. If you are interested in this information, please request it through the building principal.

Notice on Protection of Pupil Rights

Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA) affords parents and students who are 18 or emancipated minors ("eligible students") certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the US Department of Education:

- Political affiliations or beliefs of the student or student's parents
- Mental or psychological problems of the student or student's family
- Sex behaviors or attitudes
- Illegal, anti-social, self-incriminating, or demeaning behavior
- Critical appraisals of others with whom respondents have close family relationships
- Religious practices, affiliations, or beliefs of the student or parents
- Income, other than required by law to determine program eligibility

Receive notice and an opportunity to opt a student out of:

- Any other protected information survey, regardless of funding;
- Any non-emergency, invasive physical exam, or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law; and
- Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute information to others.

Inspect, upon request, and before administration or use:

- Protected information surveys of students;
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
- Instructional material used as part of the educational curriculum for the survey.

USD 364 has adopted policies regarding these rights, as well as arrangements to protect student privacy in the administration of protected surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. (See [BOE Policy KCA](#), [BOE Policy IDAE](#), [Annual Notice of Authorized Student Data Disclosure](#), [BOE Policy ICAB](#))

Section 504

The following is a description of the rights granted by federal law to students with handicaps. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions.

You have the right to:

1. *Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her handicapping conditions.*
2. *Have the school district advise you of your rights under federal law*
3. *Receive notice with respect to identification, evaluation, or placement of your child.*
4. *Have your child receive a free and appropriate public education.*
5. *Have your child receive services and be educated in facilities which are comparable to*
6. *those provided to non-disabled students.*
7. *Have evaluation, educational, and placement decisions made based on a variety of information sources, and by persons who know the student and who are knowledgeable about the evaluation data and placement options.*
8. *Have transportation provided to and from an alternative placement setting. (If the setting is a program not operated by the district – at no greater cost to you than would be incurred if the student were placed in a program operated by the district.)*
9. *Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.*
10. *Examine all relevant records relating to decisions regarding your child's identification, evaluation, and placement.*
11. *Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program, or placement. (You and your child may take part in the hearing and be represented by counsel. Hearing requests must be made to your local district superintendent.)*
12. *File a local grievance.*

The person in your school building responsible for assuring that the district complies with Section 504 is Mr. Tim Woodcock, Principal. These laws are: Section 9528 of the Elementary and Secondary Education Act (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).

Special Services

Marshall County Special Services provides special services for those students who are in need of the help. The following are the services provided through the Special Education Cooperative:

<ol style="list-style-type: none"> 1. Autism 2. Developmental Delay (Age 9 or younger) 3. Emotional Disability 4. Intellectual Disability 5. Other Health Impairment 6. Orthopedic Impairment 7. Speech or Language Impairment 8. Multiple Disabilities 	<ol style="list-style-type: none"> 9. Learning Disabilities <ul style="list-style-type: none"> ○ <i>Dyslexia</i> 10. Gifted 11. Sensory Impairments <ul style="list-style-type: none"> ○ <i>Hearing Impairment/Deafness</i> ○ <i>Blindness/Visual Impairment</i> ○ <i>Deaf-Blindness</i> 12. Traumatic Brain Injury
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All referrals are made through the student intervention team (SIT) or the building administrator(s). Parents are involved at every point in the process and all placement and programming decisions are made with parents' consent. The goal of this and all Marysville Junior/Senior High School programs is to help our students reach their greatest educational potential.

If you think your child is exceptional and requires special education for an appropriate program and is not currently being served, please contact the office. If you wish to know more about the services available or have other questions, please contact the Marshall County Special Services office at 785-562-5308, option 2. It is located at 1004 Oak St, Marysville, Kansas.

Due Process

Every student shall be afforded due process of law as required by statute and judicial decision and as further implemented by rules and regulations of the board. (See [BOE Policy JRD](#) and [BOE Policy JCAC](#))

USD 364 Matrix for Handling Concerns and Issues

Area of Concern	1st Level	2nd Level	3rd Level	4th Level	5th Level
Athletics	Coach	Athletic Director	Principal	Supt.	BOE
Athletic Facilities	Athletic Director	Principal	Supt.	BOE	
Academics or Instruction	Teacher	Principal	Supt.	BOE	
Discipline	Teacher	Assistant Principal	Principal	Supt.	BOE
Facilities	Principal	Supt.	BOE		
Guidance	Counselor	Principal	Supt.	BOE	

Student Concern	Teacher	Principal	Supt.	BOE	
Special Education	Teacher	Principal	SPED Director	Supt	BOE
Technology	Teacher	Principal	Supt.	BOE	
Transportation	Driver	Transportation Dir.	Principal	Supt.	BOE

***All concerns that are brought to the attention of the Board of Education (BOE) should be submitted on the formal complaint form found at (See [BOE Policy JCE](#)).**



June 19, 2025

Marysville USD 364
211 South 10th St
Marysville, KS 66508

RE: Driveway b/n JH/HS and Stadium Remove Asphalt and Replace w/ Concrete

Greenbush # 22.7 ESC-PROJMGMT2022

Mr. Darren Schroeder:

We are pleased to offer our proposal for the removal of the asphalt driveway between the JH/HS and the Stadium with 8" concrete. We have based this proposal on a preliminary site visit and performing the work during normal school hours.

Removal of Asphalt Drive and Replace with Concrete:

- **Concrete Sidewalk/Approach 1) Remove 184 sq. ft. of existing sidewalk 2) Form, pour and finish 184 sq. ft. of new sidewalk/approach 8" thick , 6 ga wire mesh**

Price for this scope of work is: **\$49,419**

- Not included is any state or local sales tax, replacing any of the existing curb and gutter, work beyond this scope.

Sincerely,
DCS Services

Darrel Kohlman

Darrel Kohlman



DCS SERVICES TERMS and CONDITIONS

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by DCS Services (DCS), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is DCS's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, DCS shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by DCS on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by DCS. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and applicable taxes will be added.

Exclusions From Work. DCS's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Construction Procedures. DCS shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay DCS invoices within net thirty (30) days of invoice date. DCS may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by DCS, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, DCS may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to DCS for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by DCS in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of DCS, all dates provided by DCS or its representatives for commencement, progress or completion are estimates only. While DCS shall use commercially reasonable efforts to meet such estimated dates, DCS shall not be responsible for any damages for its failure to do so.



Access. DCS and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by DCS and acceptable to the Premises' owners or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. DCS's access to correct any emergency condition shall not be restricted.

Permits and Governmental Fees. DCS shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspection necessary for proper performance and completion of the Work, which are legally required when bids from DCS's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. DCS shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if DCS encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, DCS shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in DCS's cost of, or time required for, performance of any part of the Work, DCS shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. DCS's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by DCS, there are no Hazardous Materials on the Premises that will in any way affect DCS's Work and Customer has disclosed to DCS the existence and location of any Hazardous Materials in all areas within which DCS will be performing the Work. Should DCS become aware of or suspect the presence of Hazardous Materials, DCS may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by DCS. DCS shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall DCS be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control of Parties. If DCS shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at DCS's election (i) remain in effect but DCS's obligations shall be suspended until the uncontrollable



event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay DCS for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give DCS the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to DCS for all Work furnished to date and all damages sustained by DCS (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice thereof; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. DCS and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. DCS warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), DCS equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in DCS's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For DCS equipment not installed by DCS, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, DCS will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to DCS until said equipment and Work have been paid for in full and then said liability shall be limited to DCS's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by DCS are not warranted by DCS and have such warranties as may be extended by the respective manufacturer. DCS's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modification or repairs not performed by DCS, improper operation, or normal wear and tear under normal usage. DCS shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.



Applicable Law. This agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of DCS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent DCS is a signatory thereon.

Equal Employment Opportunity/Affirmative Action Clause. The DCS is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

Price Increases. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price option, or the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

DCS Services



July 1, 2025

Marysville USD 364
211 South 10th St
Marysville, KS 66508

RE: JH/HS Security Mirrors

Greenbush # 22.7 ESC-PROJMGMT2022

Mr. Darren Schroeder:

We are pleased to offer our proposal for the purchase of 32 security mirrors and installation at Marysville JH/HS. We have based this proposal on a preliminary site visit and performing the work during normal school hours.

Security Mirrors and Installation:

- 10 Panoramic Full Dome Acrylic Mirror, Indoor, 36" Dia., 360° Viewing Angle
- 14 Corner Dome Acrylic Mirror, Indoor, 18" Dia., 270° Viewing Angle
- 3 Round Acrylic Convex Mirror, Indoor, 36" Dia., 160° Viewing Angle
- 5 Half Dome Acrylic Mirror, Indoor, 36" Dia., 180° Viewing Angle
- Installation of 32 mirrors

Price for this scope of work is: **\$12,481**

Not included is any state or local sales tax, bond, work beyond this scope.

Sincerely,
DCS Services

Darrel Kohlman

Darrel Kohlman



DCS SERVICES TERMS and CONDITIONS

Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by DCS Services (DCS), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is DCS's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, DCS shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by DCS on this order will in any event constitute an acceptance by Customer of these terms and conditions.

Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by DCS. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and applicable taxes will be added.

Exclusions From Work. DCS's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Construction Procedures. DCS shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms. Customer shall pay DCS invoices within net thirty (30) days of invoice date. DCS may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by DCS, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, DCS may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to DCS for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by DCS in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of DCS, all dates provided by DCS or its representatives for commencement, progress or



completion are estimates only. While DCS shall use commercially reasonable efforts to meet such estimated dates, DCS shall not be responsible for any damages for its failure to do so.

Access. DCS and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by DCS and acceptable to the Premises' owners or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. DCS's access to correct any emergency condition shall not be restricted.

Permits and Governmental Fees. DCS shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspection necessary for proper performance and completion of the Work, which are legally required when bids from DCS's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities During Construction. DCS shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed or Unknown Conditions. In the performance of the Work, if DCS encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, DCS shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in DCS's cost of, or time required for, performance of any part of the Work, DCS shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

Asbestos And Hazardous Materials. DCS's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by DCS, there are no Hazardous Materials on the Premises that will in any way affect DCS's Work and Customer has disclosed to DCS the existence and location of any Hazardous Materials in all areas within which DCS will be performing the Work. Should DCS become aware of or suspect the presence of Hazardous Materials, DCS may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by DCS. DCS shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall DCS be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control of Parties. If DCS shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority,



insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at DCS's election (i) remain in effect but DCS's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay DCS for all parts of the Work furnished to the date of termination.

Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give DCS the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to DCS for all Work furnished to date and all damages sustained by DCS (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice thereof; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification. DCS and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty. DCS warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), DCS equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in DCS's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For DCS equipment not installed by DCS, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, DCS will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to DCS until said equipment and Work have been paid for in full and then said liability shall be limited to DCS's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by DCS are not warranted by DCS and have such warranties as may be extended by the respective manufacturer. DCS's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modification or repairs not performed by DCS, improper operation, or normal wear and tear under normal usage. DCS shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR



PURPOSE. IN NO EVENT SHALL DCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Applicable Law. This agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed.

Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of DCS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement. This Agreement shall constitute the entire agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent DCS is a signatory thereon.

Equal Employment Opportunity/Affirmative Action Clause. The DCS is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

Price Increases. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price option, or the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

DCS Services

Personnel Update

Action for July 14, 2025

Resignations and Retirements

<u>Category</u>	<u>Employee</u>	<u>Position</u>	<u>Status</u>
Classified	Kathy Huerter	Nurse	Retirement

Employment, Transfers and Other Actions

<u>Category</u>	<u>Employee</u>	<u>Position</u>	<u>Status</u>
Certified	Paige Howard	Teacher	Hire
Certified	Lucas Packett	Jr/Sr High	Transfer
Classified	Mikael Tommer	Nurse	Hire

Employment – Extended School Year

<u>Category</u>	<u>Employee</u>	<u># of Days</u>
Certified	Alicia Figge – July ESY	50 hours

Current Positions open – July 14, 2025

Special Education Teacher

FALL ATHLETICS

FOOTBALL

JH Assistant (7th Grade) David Heyd

WINTER ATHLETICS

WRESTLING-BOYS

HS Boys Assistant Skyler Goepfert
HS Boys Assistant Jonathan Crome

JH Boys Assistant James Landoll
JH Boys Assistant Jonathan Crome

WRESTLING-GIRLS

HS Girls Assistant Derek Roever
HS Girls Assistant Lucas Packett

JH Girls Assistant Lucas Packett
JH Girls Assistant Rick Creek

SPRING ATHLETICS

BASEBALL

Head John Haefele
Assistant Jayton Haggard
Assistant Tommy Brinegar

GOLF

Head Julio Franco

SOFTBALL

Head Bert Lord
Assistant Maggie Schotte
Assistant Megan Urban
Assistant Erikka Crome

TENNIS (BOYS)

Head Sheldon Smith
Assistant Tommy McNish

TENNIS (BOYS)

JH Head Tommy McNish

TRACK

Head Boys & Girls

Assistant

Assistant (Pole Vault)

Assistant (Dist. Runners)

Assistant

Jl Hornung

Lucas Packett

Jennifer Packett

Wendy Peugh

Sami Bartels

JH Head Boys & Girls

JH Assistant

JH Assistant

JH Assistant (Pole Vault)

JH Assistant

Landon Wright

Scott Brown

Ben Wertenberger

Jennifer Packett

Kate Elliott