

Wisconsin School Nutrition Purchasing Cooperative

DATE: March 11, 2025

TO: Member District of the Wisconsin School Nutrition Purchasing Cooperative FROM: Advisory Board of the Wisconsin School Nutrition Purchasing Cooperative

SUBJECT: 2025-2026 SY 66.0301 Agreement

The attached packet for the Wisconsin School Nutrition Purchasing Cooperative includes:

- 1. Resolution
- 2. 66.0301 Agreement (sign and return)
- 3. Proposed Annual budget for WiSNP Co-op
- 4. Membership Listing
- 5. Governance and Bylaws of the WiSNP Co-op

NOTE:

- 1. The Resolution must be approved and signed by your school board.
- 2. Annual Membership Dues are \$300 per district and will be invoiced after July 1, 2025.
- 3. Return completed and signed 66.0301 Agreement (pages 1-3) to:

ipiddington@mcpasd.k12.wi.us

-or -

MCPASD School Nutrition Services

WiSNP Co-op

2130 Pinehurst Drive

Middleton, WI 53562

If you have any questions, please feel free to contact any of the 2024-25 Board of Directors:

Executive Board

Executive Chair...... Monica Glorioso, Hartford Union High School District

Procurement Specialist...... Lisa Melby, Melby Consulting

Fiscal Agent Representative <u>Janelle Piddington</u>, Middleton Cross Plains School District

Advisory Board

Co-Chairs

Procurement & Order Guide Committee...... Karen Fochs, Wausau (term 1 thru 2028)

Communication, Education, & Networking... Michelle Denk, Mount Horeb (term 1 thru 2027)

District Representatives

Large District...... <u>Liz Leedle</u>, School District of Janesville (thru 2026)

Medium District...... Sheila Price, Watertown Unified School District (thru 2027)
Small District...... Adam Dunnington, Deerfield School District (thru 2025)

Resolution Wisconsin School Nutrition Purchasing Cooperative

Whereas the school districts as listed on the Membership page of this document (Member Districts) desire to enter into a cooperative relationship to (1) reduce their respective costs in purchasing food, beverages, supplies, and USDA Foods processing, storage and transportation services for use in the Member Districts' Child Nutrition Programs for the school year and beyond, and (2) to educate representatives from Member Districts (Member Representatives) with regard to ongoing Child Nutrition Program challenges and regulations, and (3) to make the most efficient use of power by enabling them to cooperate with each other on a basis of mutual advantage;

It is hereby resolved that the school boards of the Member Districts of the Wisconsin School Nutrition Purchasing Cooperative (WiSNP) shall share the cost for a Procurement Specialist, plus reasonable and necessary expenses, through administrative fees paid through approved vendor agreements and through membership dues, pursuant to Section 66.0301 of the Wisconsin Statutes.

Wisconsin School Nutrition Purchasing Cooperative Agreement (Wis. Stat. § 66.0301)

July 1, 2025 - June 30, 2026

Pursuant to a Resolution adopted by the school boards of the school districts participating in the Wisconsin School Nutrition Purchasing Cooperative (WiSNP Co-op) to cooperatively procure and purchase food and supplies for the member district's Child Nutrition Program(s): participating school districts (Member Districts) hereby mutually agree, pursuant to Section 66.0301 of the Wisconsin Statutes, to the following conditions:

- 1. **Procurement.** That said parties agree to retain a school nutrition Procurement Specialist to coordinate the bidding and procurement process for the WiSNP Co-op as hereinafter set forth.
- 2. **Fiscal Agent.** That the school district listed below shall serve as the operator and fiscal agent (Fiscal Agent) for the WiSNP Co-op. All receipts and expenditures shall be recorded in said district's records. As Fiscal Agent, said district shall:
 - a. Maintain necessary records for WiSNP Co-op and establish and maintain financial accounts in accordance with uniform financial accounting systems prescribed by the Department of Public Instruction (DPI) under Wis. Stat. § 115.28(13);
 - b. File all required financial reports with the DPI;
 - c. Upon request of the DPI, file a copy of this Agreement and any plan of operation (WiSNP Co-op Governance & Bylaws) with the DPI; and
 - d. Be authorized to pay necessary bills and collect fees.
- 3. **State Aid.** This Agreement shall not impact the Member Districts' pupil membership for state aid purposes.
- 4. **Administrative Fees and Membership Dues.** That the proration of costs will be collected through administrative fees from approved vendor agreements based on purchase volume of each Member District and annual membership dues. That proration of costs to each Member District shall be determined prior to June 30, annually.
- 5. **Approval of Budget and Bylaws.** That the estimated budget and the WiSNP Co-Op Governance & Bylaws shall be approved by the school boards of all Member Districts in advance of signing this Agreement.
- 6. **Budget Variation Approval.** That variations from the budget will require prior approval by the school boards of all Member Districts hereto. However, this process shall not interfere with the allocation, reimbursement, collection, or payment of costs under this Agreement.
- 7. **Incorporated Documents.** That attached hereto and incorporated herein by reference are the authorizing Resolution, Budget, and the WiSNP Co-op Governance & Bylaws.
- 8. **Term and Dissolution**. This Agreement shall take effect on July 1 and shall remain in effect until June 30 of the respective school year. This Agreement may be terminated prior to the end of the Term if the school boards of the Member Districts mutually consent to such termination in writing. The school board of any Member District may terminate their participation in the

Agreement prior to the end of the Term by providing notice, in writing, to the Fiscal Agent who shall notify the other Member Districts of that Member District's intended termination. Upon termination of this Agreement by one (1) or more Member Districts, those Member Districts shall continue to pay their share of the costs associated with this Agreement until all costs have been paid.

- 9. Breach of Agreement. If any Member District defaults or breaches any of its obligations set forth under this Agreement, the other Member Districts shall have the right to pursue all remedies available at law or in equity. Any failure to enforce a default or breach of this Agreement shall not be, nor be construed to be, a waiver of that default or obligation, nor shall it act as a modification or amendment to this Agreement.
- 10. Waivers, Modifications, Amendments, Changes. No waiver, modification, amendment, or any other change to or allegation of this Agreement shall be valid unless the same is in writing and signed by authorized representatives of the Member Districts. In the event that the Member Districts choose to modify, amend, or supplement this Agreement, any additional covenants shall be reduced to writing, appended to this Agreement, and given full force and effect. The Member Districts also recognize, however, that in initiating and implementing a cooperative agreement, issues and matters of mutual concern may arise from time to time that could not reasonably be addressed by this Agreement and that are intended to be resolved through the continuing and ongoing good faith efforts of the Member Districts; in such event, the Member Districts expressly acknowledge that this Agreement is not necessarily breached when new, unanticipated issues not governed by its terms arise, or where issues that are pending or are otherwise unresolved at the time of its initial execution are intended to be resolved at a later time by the Member Districts.
- 11. **Entire Agreement.** This Agreement and all incorporated documents is a full and complete agreement and there are no other terms except those expressly set forth herein. This Agreement supersedes all prior and contemporaneous agreements, whether oral or written.
- 12. **Savings Clause.** If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deleted from this Agreement without impairing the legality or enforceability of the remaining provisions of this Agreement. The Member Districts will promptly negotiate a replacement for any provision that is deleted from the Agreement under this Paragraph.
- 13. Governing Law. The laws of the State of Wisconsin shall govern the interpretation or application of this Agreement, and the rights and responsibilities of the Member Districts under this Agreement.
- **14. Indemnification.** Each Member District shall be solely responsible and liable for the act(s) and omission(s) of its own entity, officers, employees, officials, agents, representatives and members. Each Member District shall and hereby does indemnify and hold harmless the other from any and all damages, liability, judgments, claims, expenses, fees, costs, actions, demands, and payments of any kind and nature arising from and/or pertaining to the act(s) and/or omission(s) of its own entity, officers, employees, officials, agents, representatives, and members with respect to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated below:

Fiscal Agent Signature of Approval

Middleton Cross Plains Area Scho	ool District		
Fiscal Agent District			
In The	M	urch !	th, 2025
Authorizing Signature	Date		
JERRUN Rossing	As	34. Supt	of Operati
Printed Name	Title		MCPASD
al District Signature of Approval			
ol District Signature of Approval			
School District			
Board President Signature		Date	-
Board President Printed Name			
Board President Finited Name			
Board Clerk Signature	Date		
Board Clerk Printed Name			
ol District Representative to serve as the p	orimary point-of-contac	t for WISNP Co-	op communications:
Member District Representative Printed	l Name		
Email Address	Phone Number		

Wisconsin School Nutrition Purchasing Cooperative

2025-2026 Proposed Annual Budget

EXPENSES:

	Total Expenses	\$168,200
Operational Expenses		<u>2,200</u>
Member Meetings & Trainings		10,000
Purchased Services		\$156,000

REVENUES:

	Total Revenue	\$164,200
Interest		5,000
Membership Dues**		18,900
Administrative Fees*		\$140,300

USE OF RESERVE FUNDS²: \$4,000

^{*}Approved vendor agreements state that Administrative Fees will be paid by the Vendor to the Fiscal Agent based on purchase volume of each participating school district.

^{**}Membership Dues for the 2025-26 SY are \$300 per district and will be invoiced by the Fiscal Agent after July 1, 2025.

[^]Reserve funds drawdown from WiSNP Co-op's carryover Fund Balance.

Wisconsin School Nutrition Purchasing Cooperative

2025-2026 SY Member School Districts

- 1. Adams Friendship
- 2. Almond Bancroft
- 3. Benton
- 4. Big Foot Union High School
- 5. Brillion
- 6. Cambridge
- 7. Campbellsport
- 8. Cassville
- 9. Columbus
- 10. Cuba City
- 11. D C Everest Area
- 12. Deerfield
- 13. DeForest
- 14. Dodgeville
- 15. East Troy
- 16. Fall River
- 17. Fort Atkinson
- 18. Hartford Jt.1
- 19. Hartford Union High School
- 20. Highland
- 21. Janesville
- 22. Jefferson School District
- 23. Johnson Creek
- 24. Kewaskum
- 25. Lake Mills
- 26. Lakeside Lutheran High School
- 27. Lomira
- 28. Marshfield
- 29. Mayville
- 30. McFarland
- 31. Menomonee Falls
- 32. Menominee Indian

- 33. Middleton Cross Plains
- 34. Milton
- 35. Mishicot
- 36. Monona Grove
- 37. Mount Horeb
- 38. Necedah
- 39. Norwalk Ontario Wilton
- 40. Oregon School District
- 41. Port Edwards
- 42. Potosi
- 43. Poynette
- 44. Prairie du Chien
- 45. Princeton
- 46. Randolph
- 47. Random Lake/St Johns Sherman Center
- 48. Rio
- 49. River Valley
- 50. Rosholt
- 51. Sauk Prairie
- 52. Sharon Community Schools
- 53. Sheboygan Falls
- 54. Slinger
- 55. Sun Prairie
- 56. Valders
- 57. Verona
- 58. Watertown
- 59. Wausau
- 60. Wautoma
- 61. West Bend
- 62. Westfield
- 63. Wisconsin Rapids

Governance & Bylaws of the Wisconsin School Nutrition Purchasing Cooperative

Revised and Approved 02/20/2025

I. PURPOSE

The purpose of the Wisconsin School Nutrition Purchasing Cooperative (WiSNP Co-op) is to leverage the purchasing power of all Member Districts, regardless of size, to procure quality products and services for the benefit of their School Nutrition Programs.

II. GOVERNANCE

- A. Membership is open to Wisconsin school districts with a self-operated, federally funded Child Nutrition Program.
- B. A Member Representative employed by each Member District shall serve as the primary and authorized representative of the District in all matters relating to the Member District's obligations hereunder.
- C. A Board of Directors (Board) shall be selected by Member Representatives to make business and organizational decisions for WiSNP Co-op.
- D. A fiscal agent (Fiscal Agent) shall manage WiSNP Co-op funds.
- E. The WiSNP Co-op shall hold a minimum of three general membership meetings per year with the dates, times, and locations to be set by the Board.
- F. All Member Representatives and Board Members are required to disclose any potential personal, professional, or financial conflicts of interest that could influence their judgment in decision-making processes related to WiSNP Co-op contracts, vendors, or business dealings. In the event that a Member Representative or Board Member has a conflict of interest, that individual must recuse themselves from any discussions or decisions related to the matter.
- G. A quorum (51% or more) of the Member Districts is required to be present for a simple majority vote to be conducted for:
 - 1. Adopting governance rules or bylaws;
 - 2. Approval of Prime Vendor RFP award;
 - 3. Fee assessments to cover the WiSNP Co-op operating costs.
- H. A quorum (51% or more) of the Advisory Board is required to be present for a simple majority vote to be conducted for:
 - 1. Setting the annual budget and dues;
 - 2. New district membership;
 - 3. Member District termination;
 - 4. Decisions with financial impact to WiSNP Co-op.
- I. Election of Board positions shall be by simple majority vote of represented Member Districts.
- J. Votes may be cast in person or by approved electronic means. Member Districts may participate by any lawful communication means or in person.
- K. When a Member District vote is required, only one (1) vote per Member District is allowed.
 - 1. Individuals identified as the Member Representative for more than one Member District will be permitted a vote for each Member District.
 - 2. Member Representatives serving on the Executive Board shall maintain Member District voting rights.
- L. The fiscal year of the WiSNP Co-op shall be July 1 to June 30 of the succeeding year.

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M. Director & Officer Liability Insurance will be carried by WiSNP Co-op and the deductible paid by WiSNP Co-op for any claims brought to Board Members.

III. MEMBER DISTRICTS

- A. Member Districts shall be self-operated, federally funded Child Nutrition Programs. The operation of a Member District's Child Nutrition Program must comply with federal and state laws.
- B. All Member Districts shall abide by the WiSNP Co-op's Governing Rules and Bylaws as adopted.
- C. All Member Districts shall participate in and agree to the terms of WiSNP Co-op's Prime Vendor contract. Member Districts may also participate in available optional RFPs.
- D. Member Districts shall provide the Board and any WiSNP Co-op independent contractors information and documentation necessary for WiSNP Co-op to conduct its business.
- E. Any District may apply to become a member of the WiSNP Co-op.
 - 1. The Board has the right to deny membership based on factors that could negatively impact vendor agreements, contracted pricing, or operational efficiencies.
 - 2. If a USDA Foods distribution contract is in force and a new member is applying during this contract's existence, its membership may require the contracted distributor's approval.
- F. A current Member District may be terminated upon determination that the Member District no longer meets membership criteria as determined by the Board. A Member District whose membership has been terminated by the Board has the right to appeal the termination decision to the Member Districts at the next regularly scheduled membership meeting.
- G. Requests for termination of participation in the WiSNP Co-op may be made in writing with at least thirty (30) calendar days' notice. No refunds of participation fees will be made. Terminated Members Districts may not apply to participate in WiSNP Co-op until the next Prime Vendor RFP bidding cycle.
- H. It is the Member District's responsibility to have the specific contract(s) approved by the Member District's board of education (or other governing body as appropriate) to meet the State and Federal procurement requirements.
- I. All Member Districts shall pay the annual membership fee set by the Board within thirty (30) days of being invoiced. Invoices will be sent by the Fiscal Agent.
- J. Each Member District is responsible for compliance of products purchased, menus, and program operations for their Child Nutrition Program(s).
- K. It is every Member District's responsibility to actively manage its USDA Foods including ordering, distribution, processing, and inventories.
- L. Each Member District is responsible to report Member Representative contact changes to the Fiscal Agent.
- M. Each Member District is responsible for attending WiSNP Co-op meetings and reading communications in a timely manner.

IV. BOARD OF DIRECTORS

- A. WiSNP Co-op shall establish a Board of Directors (Board).
- B. The Board shall consist of eight (8) individuals; five (5) voting and three (3) non-voting members.
- C. Only one (1) Representative from a Member District can serve on the Board at any given time.

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- D. The Board may employ independent contractors to conduct WiSNP Co-op work.
- E. The Board shall meet as needed either in-person or virtually.
- F. Board Members missing consecutive meetings without notifying the Executive Chair may have their position deemed vacated and will be asked to step down from their role.
- G. The Board's responsibilities include, but are not limited to, the following:
 - 1. Develop strategic plan, goals, and objectives of the organization.
 - 2. Review and vote on new district applications.
 - 3. Responsibly manage the business affairs of WiSNP Co-op with the best interest of every Member District in mind.
 - 4. Approve product and service agreements.
 - 5. Set membership dues and approve the annual budget.
 - 6. Analyze and review purchases and product specifications.
 - 7. Bring proposed bylaw changes, fiscal matters, and elections to Member Districts for approval.
 - 8. Serve as a point of contact for Member Districts and review and take action on comments and concerns received.
 - 9. Keep Member Districts informed of WiSNP Co-op business.
- H. The Board shall consist of an Executive Board and an Advisory Board.
 - 1. The Executive Board consists of the non-voting members of the Board and shall be composed of an Executive Chair, Fiscal Agent, and Procurement Specialist to facilitate and execute the administration and operations of WiSNP Co-op.
 - 2. The Advisory Board consists of the voting members of the Board and shall be composed of two (2) Co-Chairs and three (3) District Representatives to advise and guide the work of WiSNP Co-op.

V. EXECUTIVE BOARD

- A. The Executive Board is a sub-group within the Board of Directors.
 - 1. The Executive Board shall be composed of an Executive Chair, Fiscal Agent, and Procurement Specialist.
 - 2. The Executive Board facilitates and executes the administration and operations of WiSNP Co-op.
 - 3. Executive Board positions serve as non-voting members of the Board. Member Representatives maintain Member District voting rights.
 - 4. Executive Board positions may be filled by elected Member Representatives or independent contractors selected through an RFP.
 - 5. School districts of elected Member Representatives on the Executive Board shall receive compensation to offset employee time spent conducting WiSNP Co-op business during regular work hours.
 - 6. Compensation amounts and scope of work are agreed upon annually by the Advisory Board and the Executive Board Representative's District and/or the Independent Contractor through signed Agreements.
 - 7. Executive Board positions, if agreed upon by all parties, are ongoing or per the terms of the RFP.
 - a. The Advisory Board reviews performance of each Executive Board Member and determines if annual agreements should be renewed.
 - b. Executive Board Members wishing to leave their position at the end of the fiscal year shall inform the Advisory Board of intent by February 1.
 - c. Advisory Board either makes renewal recommendation for the Member

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- Representatives to vote on or seeks nominations for vacancies.
- d. If nominations of qualified internal candidates are not received, an RFP for an independent contractor will be posted.
- 8. In the event of an unplanned vacancy in the Executive Board, the following shall occur:
 - a. Executive Chair the Advisory Board Co-Chairs shall serve as the Executive Chair until the Board can fill the vacancy.
 - b. Fiscal Agent Representative The Fiscal Agent's back-up designee shall fill the vacancy.
 - Procurement Specialist the Advisory Board Co-Chairs, under guidance from the Executive Chair, shall serve as the Procurement Specialist until the Board can fill the vacancy.

B. EXECUTIVE CHAIR

- 1. The Executive Chair shall be selected by the Board and Member Districts to oversee WiSNP Co-op operations.
- 2. The Executive Chair responsibilities shall be outlined in the annual Agreement and may include, but are not limited to, the following:
 - a. See that the strategic plan and goals of the Board are carried into effect.
 - b. Monitor and support the work of the entire Board and Committees.
 - c. Serve as an authorizing agent for WiSNP Co-op contracts, agreements, and renewals.
 - d. Inform Board Members and Member Districts of pertinent WiSNP Co-op business transactions.
 - e. Lead and facilitate Board and WiSNP Co-op meetings.
 - f. Ensure timelines are met.

C. FISCAL AGENT

- 1. A fiscal agent (Fiscal Agent) shall be a Member District or Cooperative Educational Service Agency (CESA) selected by the Board and Member Districts to manage WiSNP Co-op funds.
- 2. The Fiscal Agent shall serve as custodian of all WiSNP Co-op fiscal, membership, and other records in accordance with applicable law and retain those records on behalf of the Member Districts until WiSNP Co-op dissolves.
- 3. The Fiscal Agent shall maintain records in accordance with uniform financial accounting systems prescribed by the Department of Public Instruction (DPI) under Wis. Stat. § 115.28(13).
- 4. The Fiscal Agent shall file all required financial reports with the DPI.
- 5. The Fiscal Agent shall, upon request, file a copy of the Agreement and these Bylaws with the DPI.
- 6. All funds generated in excess of expenses shall stay with the WiSNP Co-op and its Member Districts.
- 7. Administrative cost overruns and uncontrollable costs exceeding what was budgeted shall be reviewed by the Board to determine the nature and extent of the costs. The Board shall recommend if and how the costs will be allocated for Member Districts to vote on.
- 8. The Fiscal Agent shall assign a representative (Fiscal Agent Representative) to serve on the WiSNP Co-op Board. A back-up designee should be identified to fulfill the duties in the event the Fiscal Agent Representative is unable.
- 9. The Fiscal Agent responsibilities shall be outlined in the annual Agreement and may

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include, but are not limited to, the following:

- a. Maintain Member list and Wis. Stat. § 66.0301 agreements.
- b. Invoice and collect membership fees.
- c. Receive and track administrative fees from vendor agreements.
- d. Pay cooperative's invoices.
- e. Track, collect, and distribute manufacturer incentive rebates to Member Districts.

D. PROCUREMENT SPECIALIST

- 1. The Procurement Specialist shall be a Member Representative or independent contractor with extensive knowledge of Child Nutrition Program procurement and shall be selected by the Board and Member Districts to leverage the purchasing power of all Member Districts to procure quality products and services at the best price.
- 2. The Procurement Specialist responsibilities shall be outlined in the annual Agreement and may include, but are not limited to, the following:
 - a. Execute the entire bid and proposal process for pricing and service contracts; includes writing and posting proposal documents and collecting and evaluating responses.
 - b. Compile and analyze RFP results, purchase history data, and product evaluation data. Present and make recommendations to the Board.
 - c. Serve as an authorizing agent for WiSNP Co-op contracts, agreements, and renewals.
 - d. Manage contract compliance of WiSNP Co-op approved vendors and coordinate vendor and pricing audits.
 - e. Serve as liaison between the Board and vendors, brokers, and manufacturers.
 - f. Adhere to all state and federal statutes and purchasing regulations.

VI. ADVISORY BOARD

- A. The Advisory Board is a sub-group within the Board of Directors.
 - 1. The Advisory Board is composed of five (5) elected individuals from Member Districts: two (2) Co-Chairs and three (3) District Representatives.
 - 2. The Advisory Board are voluntary positions with established term lengths.
 - 3. The Advisory Board consists of the voting members of the Board.

B. CO-CHAIRS

- 1. There shall be two (2) Advisory Board Chairs (Co-Chairs) each leading a committee: Chair of Procurement & Order Guide Committee and Chair of Communication, Education, & Networking Committee.
- 2.A Co-Chair shall have three (3) years of experience working in Child Nutrition programs and prior WiSNP Co-op Board or Committee experience.
- 3.A Co-Chair serves a three (3) year term with a limit of two (2) consecutive terms.
 - a. The start of Chair terms shall be staggered.
 - b. A Co-Chair is eligible to fill other Board vacancies after their two (2) term limit is exhausted.
 - c. The Executive Board reviews performance of Advisory Board Co-Chairs and determines if they should be nominated for renewal.
 - d. A Co-Chair wishing to leave the position at the end of the first term shall inform the Executive Chair of intent by February 1.

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- e. Executive Board either makes renewal recommendations for the Member Representatives to vote on or seeks nominations for vacancies.
- 4. In the event of an unplanned vacancy of a Co-Chair position, the most senior District Representative shall serve as a Co-Chair until a new Co-Chair is elected.
 - a. If the vacancy occurs in year one (1) of a Co-Chair term, the newly elected CoChair will complete the (three) (3) year term and be eligible for a second three (3) year term.
 - b. If the vacancy occurs after the first year of a term, the newly elected Co Chair will complete the end of the term of their predecessor and shall be eligible for election for a new two (2) term cycle.
- 5. The Co-Chairs committee responsibilities may include, but are not limited to, the following:
 - a. Procurement & Order Guide Committee.
 - i. Review RFP process, language, and results of RFPs issued by Procurement Specialist.
 - Make recommendations of manufacturers and items to purchase based on developed criteria using compiled and analyzed data from Procurement Specialist.
 - b. Communication, Education, and Networking Committee
 - Record and disseminate minutes of Board and Membership Meetings.
 - ii. Organize shared files and website information.
 - iii. Coordinate and organize education opportunities for members and in-person meeting logistics.
 - iv. Develop materials to on-board new districts and directors to WiSNP

C. DISTRICT REPRESENTATIVES

- 1. There are three (3) District Representatives on the Advisory Board, one (1) from each of the three (3) Member District enrollment sizes:
 - a. small (<1000 students);
 - b. medium (1001-3000 students);
 - c. large (>3000 students).
- 2. District Representatives shall have three (3) years of experience working in Child Nutrition Programs.
- 3. District Representatives serve a single three (3) year term with a new District Representative size voted in each year.
 - a. District Representatives shall be elected by Member Districts of the corresponding district size.
 - b. District Representatives are eligible to fill other Board vacancies after their term ends.
 - c. In the event of an unplanned vacancy of a District Representative position, the Board shall seek nominations from the corresponding district group size and appoint an individual. The newly appointed representative will complete the end of the term of their predecessor and shall remain eligible for election of a new term
- 4. District Representatives assist in developing and implementing the strategic plan and help lead established or ad-hoc committees.

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Original Adoption: May 11, 2017

Revised: December 8, 2017; May 9, 2018; Jan 7, 2020; August 26, 2022; August 17, 2023, April 26, 2024,

February 20, 2025

USDA Non-Discrimination Statement

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

3. **email:**

Program.Intake@usda.gov

This institution is an equal opportunity provider.

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