

#### Glen Ellyn School District 41

#### Dr. Ann K. Riebock, Superintendent

#### **MINUTES**

### GLEN ELLYN SCHOOL DISTRICT 41 BOARD OF EDUCATION REGULAR MEETING

APRIL 4, 2011 7:30 PM

#### FOREST GLEN SCHOOL 561 ELM STREET GLEN ELLYN, ILLINOIS

#### Call to Order

The Board of Education Regular meeting was called to order at 7:30 p.m.

#### Pledge of Allegiance

Board member John Kenwood led in the recital of the Pledge of Allegiance.

#### Roll Call

Upon the roll being called, the following members answered present: Drew Ellis, Erica Nelson, John Kenwood, Dan Smith, Bob Solak and Steve Vondrak. Terra Howard arrived at 7:38 p.m.

#### **Public Participation**

There were no members of the public present who wished to address the Board.

#### Presentations, Reports and Initiative Updates

Forest Glen School Presentation: Principal Mary Hornacek and guest presenter Steve Ritter provide the Board with an overview of the team-building process that Forest Glen has undertaken this school year. Forest Glen began working with the Team Clock Institute in September 2010 in order to take its teamwork skills to a deeper level. Mr. Ritter explained that the process starts by establishing baseline data around four dimensions of teamwork: empower healthy team norms, values and goals; engage trust and accountability among teammates; empower innovative teaching methods; facilitate nimble adaptation to change.

Mr. Ritter noted that following a baseline assessment of its strengths and vulnerabilities, the Forest Glen team committed to a series of actions intended to maximize team effectiveness. Approximately four months later, the Forest Glen team showed statistically significant improvement in each of the four categories, particularly in responding to and managing change.

Next Steps: Forest Glen will continue its Team Clock work next school year with a goal of strengthening productive relationships with District leadership.

#### **Action Items**

A. Consent Agenda: Mr. Vondrak asked if there were any items Board members would like removed from the Consent Agenda to be considered separately. Hearing no requests,

Mr. Ellis moved and Mr. Kenwood seconded to approve the actions and recommendations of the Consent Agenda as presented and listed below. On a roll call vote answering "Aye": Solak, Ellis, Smith, Kenwood, Nelson, Howard and Vondrak; answering "Nay": None. Motion carried.

- 1. Human Resources
  - (a) Personnel Report (Attachment)
    - Employment Recommendations
    - Internal Transfers
    - Resignations
- 2. Other Matters
  - (a) Board Meeting Minutes: March 21, 2011 Regular Meeting and Closed Session
- B. Superintendent's Recommendations: There were no additional items recommended for Board action.

#### Superintendent's Report

Dr. Riebock reported on the following items:

A. Enrollment Report: Enrollment through March 25, 2011 is 3,621. A copy of the report is attached.

#### (Attachment)

B. LEND update: Governor Quinn wants to arbitrarily eliminate regional offices of education and consolidate school districts without a local voice. There is very little support for this effort and LEND will not support proposals which do not afford local school districts participation in the study and analysis of consolidation. Other reform work well underway includes the Illinois Education Association (IEA) and state on the educational reform package regarding teacher tenure, performance and evaluation and conversations about pension reform. Finally, state budget matters are still unknown and don't expect any new information until the end of May.

#### **Board Reports**

• Board member Erica Nelson provided an update on Policy Committee. The Policy Committee will begin to review Section 8, Community Relations.

#### **Discussion Items**

A. 2011-12 Copier Paper Bid Results. The Board discussed the Administration's recommendation to accept the low bid from Unisource which quoted \$29.50 per case of white, 20 lb. letter size paper for a total of \$53,808.

The District issued a call to bid for Hammermill, or comparable brand of copier paper, 20 pound, white,  $8 \frac{1}{2}$ " x 11" - for use in all copiers, printers and fax machines in the District for the 2011-2012 school year. The Call to Bid was advertised on February 24, 2011, for an opening on March 10, 2011. Below is a breakdown of 2011/2012 vendor bids:

Vendor	Brand	Cases	Cost per case	Total
Midland Paper	Hammermill	1824	\$35.00	\$63,840.00 -1% \$63,20 1.60
Midland Paper	A-Plus	1824	\$29.89	\$54,519.36 -1% \$53,974.17
Unisource	Econosource	1824	\$29.50	\$53,808.00

Currently, Unisource Worldwide, Inc. is the District's vendor with a cost of \$29.25/case for Econosource brand.

At its April 18, 2011 Regular meeting, the Board will take action on the Administration's recommendation to approve the copier paper bid from Unisource in the amount of \$29.50 per case. Based on delivery of 1824 cases spread out over 12 months, the total cost will be \$53,808. This pricing will be effective for the 2011-2012 fiscal year (July 2011 – June 2012).

Dr. Riebock noted that this bid is completed annually and has been previously reviewed by the Finance Committee. Board discussion included programs and/or plans that are in place for recycle programs.

B. Smart Board Rollout: The Board discussed the Administration's recommendation to approve the purchase of Smart Board hardware, materials and installation from Chicago Office Technology Group as outlined below. Dr. Riebock noted that this recommendation follows the recommendation made by Mike Wood during his presentation on March 7, 2011 and is part of the District's long-range technology plan and has been reviewed and discussed previously by the Finance Committee.

<b>United Visual</b>	Qty	Cost	Ext. Cost
Smart SB680 Board	72	\$1,199.00	\$86,328.00
Smart Cat 5 to USB	72	\$90.00	\$6,480.00
Pro AV SB3-680			
Mount	72	\$110.00	\$7,920.00
50' Cat 5 Cable	72	\$15.00	\$1,080.00
2 Gang Wall Plate	72	\$55.00	\$3,960.00
Misc Hardware	72	\$35.00	\$2,520.00
Total Hardware		\$1,504.00	\$108.288.00

Installation Labor	72	\$346.00	\$24,912.00
Gang Box Install	72	\$49.50	\$3,564.00
Projector Move	72	\$49.50	\$3,564.00
Add Wire Mold	72	\$24.00	\$1,728.00
2 Gang Box w/Wire			
Mold	72	\$46.00	\$3,312.00

72

Additional Wire Mold Total Labor

United Visual - continued

\$531.00

\$16.00

\$38,232.00

\$1,152.00

**Total Labor & Materials** 

\$2,035.00 \$146,520.00

сотб	Qty	Cost	Ext. Cost
Smart SB680 Board	72	\$1,199.00	\$86,328.00
Smart Cat 5 to USB	72	\$89.00	\$6,408.00
Pro AV SB3-680		\$65.00	ψο, 400.00
Mount	72	\$118.00	\$8,496.00
50' Cat 5 Cable	72	\$10.00	\$720.00
2 Gang Wall Plate	72	\$36.00	\$2,592.00
Additional Wire Mold	72	\$15.00	\$1,080.00
Misc Hardware	216	\$0.50	\$108.00
2 Gang Box w/Wire			
Mold	72	\$11.00	\$792.00
<b>Total Hardware</b>		\$1,478.50	\$106,524.00
Installation Labor	72	\$175.00	\$12,600.00
Total Labor		\$175.00	\$12,600.00
Total Labor &			
Materials		\$1,653.50	\$119,124.00

Board discussion included the merits of leasing as opposed to purchasing the equipment outright. Mr. Smith said that he would prefer to see this as a single, one-time payment rather than a lease and felt that it would produce significant savings. Mr. Wood explained that the lease option affords the district more budget flexibility and a greater capacity to manage the costs of emerging technology as the district moves forward.

At the April 18, 2011 Board meeting, the Administration will recommend Board approval of the purchase of Smart Board hardware, materials and installation from Chicago Office Technology Group. The administration further recommends acquiring the hardware and materials with a five- year dollar buyout lease through American Capital. Labor costs will be paid at the satisfactory completion of work with a single payment from 2011/12 budgeted dollars in the amount of \$12,600. The total cost of hardware and materials is \$106,524. The annual payment for hardware and materials with a five-year dollar buyout will be \$23,130.58.

C. Intergovernmental Agreement with Marquardt School District 15 for Food Service: The Board discussed the Administration's proposal to change its current student food service with Aramark. The District has been working with District 15 for the past several months on establishing an intergovernmental agreement around food service which would allow

it to join the National School Lunch Program (NSLP). District 15 has an in-house food service program which currently provides food services for Districts 15 and 16. District 15 has the capacity to provide food services for an additional district the size of District 41. Through participation in this agreement the District would receive additional reimbursement for its lunch program, provide hot lunches for our elementary schools and allow it to serve both free and reduced lunches for families in need. A three-year commitment to this proposal is reflected in the two intergovernmental agreements attached. The first agreement covers the 2011-2012 school year and includes only Hadley. In the second and third year, a second intergovernmental agreement will be utilized which includes all our elementary buildings. This new approach to providing an expanded lunch program for students will save the district money overall, beginning with about a \$30,000 savings in the first year of the agreement. If approved, Marquardt District 15 would manage the NSLP program and be responsible for food preparation at the Hadley cafeteria next year. Dr. Riebock noted that the district is excited about this new partnership and the opportunity it will provide to students while reducing overall food services costs and that it has nothing to do with dissatisfaction with Aramark.

Board discussion included how the lunches would be prepared, the logistics of serving hot lunches to elementary students and staffing requirements. The Board asked for the cost projections beyond 2011-2012 for all three years of the agreement.

The Board is expected to take action on this matter at its next regular meeting on April 18, 2011.

(Attachments)

#### **Upcoming Meetings**

- April 11, 2011 Board of Education Special Meeting, 6:00 p.m., Central Services Office
- April 18, 2011 Board of Education Regular Meeting, 7:30 p.m., Central Services Office
- May 2, 2011 Board of Education Regular Meeting and Reorganizational Meeting, 7:30 p.m., Central Services Office

#### Other

There was no other business discussed by the Board.

#### Public Participation

There were no members of the public present who wished to address the Board.

#### Adjournment

There being no further business, Mrs. Howard moved and Mr. Ellis seconded to adjourn the Regular Meeting of the Board of Education at 8:45 p.m. Motion carried on a unanimous voice vote.

Respectfully submitted,

Maureen Stecker, Recording Secretary

Steve Nondrak, Board President

Erica Nelson

Secretary, Board of Education

Minutes approved: April 18, 2011

## Glen Ellyn School District #41 Board Report

Date: A

April 4, 2011

Title:

Personnel Report - Final

Contact:

Laurie Campbell, Director of Human Resources

**Long-Range Plan Focus:** The recommendations contained in this Personnel Report support Goal #1, Target 6 of the Superintendent's Long-Range plan: We will recruit, hire, support and retain high quality staff.

**Employment Recommendations:** 

Employment Reco		T	1.70-1	Effective Date
Name	School	Position	Placement/Salary	The state of the s
Sarah AuBuchon	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Pamela Basford	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Marci Callicoat	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Scott Caspers	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Denise Cassidy	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Sarah Cote	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Whitney Crouch	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Janet DiSilvestro	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Laura Grabowski	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Judy Heller	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Kathryn Jakalski	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Deb Lazzara	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Veronica Magana	All Schools	Psychologist	MA+30, step 1/\$53,964.00	2011-2012 school term
Nicolette Magrini	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Lisa Moon	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Deb Oberst	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Katie Reinesto	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Hillary Shumate	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Samantha Smith	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Sandy Stomberski	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Jody Tinsley	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011
Mariel Volpe	Churchill	Summer School	\$28.12 per hour for June, \$29.06 per hour for July	June 27 – July 28, 2011

**Internal Transfers:** 

Name	School/Position to	School/Position	Effective Date
Courtney Henderson	Franklin/4 <sup>th</sup> Grade	Franklin/3 <sup>rd</sup> Grade	2011-2012 school term
Laura Malay	Franklin/2 <sup>nd</sup> Grade	Franklin/5 <sup>th</sup> Grade	2011-2012 school term
Sarah Rodriguez	Franklin/Kindergarten	Franklin/4 <sup>th</sup> Grade	2011-2012 school term
Julie Schmutz	Forest Glen/1st Grade	Forest Glen/3rd Grade	2011-2012 school term
Suzi Smith	Franklin/4 <sup>th</sup> Grade	Franklin/5 <sup>th</sup> Grade	2011-2012 school term
Jessica Warfel	Franklin/1st Grade	Franklin/Kindergarten	2011-2012 school term

Resignations:			
Name	School	Position	Effective Date
		7 <sup>th</sup> Grade Girls Volleyball Coach	End of 2010-2011 school term
Julie Odom	Hadley	/ Grade Girls Volleyball Codell	1,211 21 21 21 21 21 21 21 21 21 21 21 21

#### **Recommendation:**

It is recommended that the Board accept the actions included in this Personnel Report as presented.

#### Glen Ellyn School District 41 Monthly Enrollment Report Summary March 25, 2011

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School	Grade K	Enrollment 99	18	22	Enrollmen 17	t/section 22	20	- 1-2	Spec Ed
Abraham Lincoln	1	99	22	23	22	23	20		
	2	112	21	23	22	23	23		
	3	95	23	23	24	24	- 23		
		109	23	22	22	21	21		
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	5	107	21	23	19		22		
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	3	93	23	23	22	22	05		3
	4	132	27	26	25	26	25		3
	5	92	21	21	23	22			5
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Total Enrollment:		591							
eruary 28		587							
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Churchill	K	83	20	22	20	21			
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	2	116	20	20	19	20	20	17	
	3	97	21	14	20	21	21		
	4	69	22	23	24				
	5	114	23	22	23	23	23		
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	PreK/EC	73			V-0-200				
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## INTERGOVERNMENTAL COOPERATION AGREEMENT FOR FOOD SERVICES

#### BETWEEN

# THE BOARD OF EDUCATION OF MARQUARDT SCHOOL DISTRICT NO. 15, DUPAGE COUNTY, ILLINOIS AND

THE BOARD OF EDUCATION OF GLEN ELLYN SCHOOL DISTRICT NO. 41, DUPAGE COUNTY, ILLINOIS

THIS AGREEMENT ("Agreement"), is made and entered into this 1st day of July, 2011, by and between the Board of Education of Marquardt School District No. 15, DuPage County, Illinois, ("District 15") and the Board of Education of Glen Ellyn School District No. 41, DuPage County, Illinois, ("District 41").

#### WITNESSETH

WHEREAS, District 15 and District 41 are authorized to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., providing for the execution of agreements and the implementation of cooperative ventures between public agencies of the State of Illinois: and

WHEREAS, District 15 and District 41 are authorized by the School Code of Illinois, 105 ILCS 5/10-22.26, to maintain and operate a school lunch program in accordance with the applicable regulations of the State Board of Education and agencies of the United States Government; and

WHEREAS, subject to the terms set forth herein, District 15 agrees to operate a school food service program at the Churchill Elementary School located at 240 Geneva Road, the Forest Glen Elementary School located at 561 Elm Street, the Benjamin Franklin Elementary School located at 350 Bryant Avenue, the Lincoln Elementary School located at 380 Greenfield Avenue, and the Hadley Junior High School located at 240 Hawthorne Blvd., in District 41 (the "Schools").

NOW THEREFORE, for and in the consideration of the mutual covenants herein contained and each and every act to be performed hereunder by either of the parties hereto, the Board of Education of Marquardt School District No. 15 and the Board of Education of Glen Ellyn School District No. 41 hereby agree as follows:

- 1. <u>TERMS OF MEAL SERVICE</u>. District 15 will provide meal service to the Schools on the full school days established by District 41 in its annual school calendar for the 2011-2012 school year, a copy of which is attached hereto and made part hereof as Exhibit A. Meal service will begin on the first full day for students in August, 2011, and continue until the last full student attendance day in 2012.
- 2. <u>FOOD SERVICE REQUIREMENTS</u>. District 15 will provide school food services which, when served in the designated portion, will meet all meal pattern requirements of the National School Lunch Program, and will include the appropriate servings of the meat/meat alternate, fruit/vegetable, grain/bread, and milk components for an Offer vs. Serve program. District 15 will provide all food, small wares, supply and milk (Hadley Junior High School only).

District 15 will also provide the nutritional analysis and the supporting documentation to District 41 for the purposes of meeting the requirements of a School Meal Initiative review conducted by the Illinois State Board of Education. District 15 will make a good faith effort to meet the requirements of this initiative.

- 3. <u>MEAL PREPARATION AND DELIVERY AT HADLEY JUNIOR HIGH</u>. District 41 lunch meals for Hadley Junior High School will be prepared onsite at the Hadley Junior High School on days of food service. District 41 will accept large food service deliveries two or three days per week at the Hadley Junior High School.
- 4. MEAL PREPARATION AND DELIVERY AT THE ELEMENTARY SCHOOLS. Sack lunches will be prepared daily at the Hadley Junior High School for satellite delivery to the elementary schools. Those sack lunches will be provided to the elementary schools to meet all rules and regulations of the Illinois Free Lunch Program. The meal will also include all appropriate condiments, and an occasional bonus item intended to add additional interest and/or calories to the meals. One disposable lunch bag and spork packet will be supplied for each meal served. District 41 will be responsible for providing the correct number of student lunches required by reporting this to the manager (or designee) at Hadley Junior High by 9:30 a.m. daily. District 41 will also be responsible for the bidding and cost of all milk for the elementary schools, as well as the delivery of sack lunches to the elementary schools from Hadley Junior High.
- 5. <u>EQUIPMENT PURCHASES & MAINTENANCE</u>. All equipment needed onsite for a hot lunch program will be purchased and maintained by District 41.
- 6. <u>PROGRAM MANAGEMENT</u>. District 15 will employ a full-time kitchen manager and two part-time employees for work at the Hadley Junior High School. District 41 will employ one (1) four-hour and two (2) three-hour food service employees who will work at the Hadley Junior High School under the management and direction of District 15 personnel. If additional food service personnel are required, District 41 and District 15 agree to cooperate in assigning additional personnel and allocating the cost thereof. These personnel are to be designated to the service of food and should be accountable to the District 15 food service administration and District 41 school administration. All employees must attend periodic training provided by District 15. Food service employees' job duties shall include but not be limited be to the following:
  - 1) Serves all foods and monitors offer vs. serve program, meeting all NSLP program guidelines.
  - 2) Cashier duties including using the Point of Sale system and depositing money.
  - 3) Use of proper food service sanitation and safety procedures.
  - 4) Maintenance and cleaning of all kitchen/serving areas and equipment.
  - 5) Reorders supplies and milk as needed.
  - 6) Monitoring and proper recording of food, supply, and milk inventories on production records.
- 7. <u>ADMINISTRATIVE OVERSIGHT</u>. District 15 is responsible for all of the following administrative duties:
  - 1) Management of District 41 food service employees
  - 2) Periodic trainings on food service sanitation, safety, operations, and point of sale software
  - 3) Allocation of commodity dollars
  - 4) Printed menus will be supplied to the District 41 Business Office no later than two weeks in advance of service to allow adequate time to disseminate copies to parents in each school.
  - 5) Providing recommendations on best practices and providing marketing materials for the Food Service Program to District 41 administration
  - 6) Nutritional analysis of all foods offered in the program
  - 7) Compliance with all National School Lunch Program requirements and regulations (Hadley Junior High)

- 8) Paying for yearly membership of District 41 in the Northern Illinois Purchasing Cooperative (NIIPC) for all purchasing of food, milk and supplies.
- 8. <u>SAFETY AND SANITATION</u>. District 15 and District 41 staff will abide by all local health department requirements. A safety program that complies with HACCP principles will be implemented to meet the food safety requirements of the National School Lunch Program.

#### 9. MEAL CHARGES AND INVOICES.

The parties agree as follows:

- 1.) District 41 will pay \$2.00 to District 15 for each sack lunch prepared during the 2011-2012 school year.
- 2.) District 41 will also pay to District 15 the 2011-2012 school year federal free/reduced National School Lunch Program reimbursement, less \$.20 for each free or reduced meal served during the 2011-2012 school year.
- 3.) District 41 will also pay to District 15 the 2011-2012 school year federal free/reduced National School Lunch Program reimbursement, less \$.10 for each paid meal served during the 2011-2012 school year.
- 4.) District 41 will retain all State reimbursement and Special Milk Program reimbursement.
- 5.) District 41 will reimburse District 15 on a monthly basis for all monies posted to the Point of Sale system at Hadley Junior High School.

Invoices based upon these charges will be sent from District 15 to District 41 no later than the 2nd Friday of the following month, and will be paid by District 41 within thirty (30) days after receipt.

- 10. <u>USDA COMMODITIES</u>. District 41 agrees to supplement the per-meal cash payment to District 15 by sharing all donated USDA commodities with District 15 at no cost to District 15. District 15 will decide: 1) what type and amount of commodities to accept; 2) whether to reprocess the donated commodities; 3) which commodities should be reprocessed; 4) whether to reprocess with the State Board of Education or through an independent cooperative; and 5) whether to store commodities at an off-site location. District 15 will be responsible for paying all invoices from the reprocessing companies and all fees associated with storage and deliveries of commodity products.
- 11. <u>FIELD TRIP LUNCHES</u>. The kitchen at Hadley Junior High School will prepare a sack lunch for field trips. Scheduled field trips must be reported to Hadley Junior High at least five (5) days prior to the date of the field trip. This report must include the number of students attending the field trip (to adjust lunch counts) and the number of sack lunches needed. Field trip lunches will meet the requirements of the National School lunch program (Hadley Junior High) and Illinois Free Lunch Program (Elementary Schools) These meals require no refrigeration.

Field trip lunches are to be picked up by District 41 personnel from the District 41 kitchen at the Hadley Junior High School prior to 8:30 a.m. on the date of the field trip.

- 12. <u>NATIONAL SCHOOL LUNCH PROGRAM STATUS</u>. District 41 will apply for and retain its status as a National School Lunch Program Sponsor for Hadley Junior High and will retain responsibility for all paperwork and communications incumbent on that status, including:
- a. The annual Application for Participation in National School Lunch and Food Distribution Programs;
- h. The Renewal Certification of Agreement and Policy Statement;

- Free and Reduced Price Meal Applications and all necessary processing and communications to households;
- d. Monthly Claims for Reimbursement; and
- e. Annual Financial Reports.

District 41 will also be responsible for applying for and maintaining its status in the Illinois Free Lunch Program and Special Milk Program for the elementary schools.

- 13. <u>ADDITIONAL SERVICES</u>. District 15 will accommodate, when possible, requests for additional services (which could include but not be limited to catering for meetings, additional bulk/ala carte food purchases, vending, or milk purchases), at an additional cost to be agreed upon by District 15 and District 41.
- 14. <u>INDEMNIFICATION</u>. District 41 shall indemnify, release and hold harmless District 15, including its Board Members, in their individual and official capacities the Board's employees and agents and their successors and assigns, from and against any and all claims, demands, liabilities, injuries or causes of actions including, but not limited to, attorneys' fees, costs and expenses of litigation, in connection with a claim against District 15 for property damage or personal injury resulting from District 15's provision of food services to District 41 luring the term of this agreement, except for the negligent acts of omissions of District 15.
- 15. <u>DEFAULT</u>. In the event that one party believes the other to be in default under this Agreement, that party acting through its Superintendent, shall notify the other party in writing and allow that party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured, the party having sent the notice of default may terminate this agreement by serving written notice on the other party effective ten (10) days after receipt of the notice by the other party. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except this one specified in the waiver.
- 16. <u>NO ASSIGNMENT</u>. Neither party may assign any rights or duties under this Agreement without the written consent of the other party.
- 17. <u>NOTICES</u>. All notices to the parties to this agreement shall be made by certified mail to the addresses below:

If to School District 15:

Marquardt School District No. 15

Attn: Superintendent

1860 North Glen Ellyn Road Glendale Heights, Illinois 60139

If to School District 41:

Glen Ellyn School District No. 41

Attn: Superintendent

793 N. Main St.

Glen Ellyn, Illinois 60137

- 18. <u>SUCCESSORS</u>. This Agreement shall be binding upon the successors of the parties respective Boards of Education.
- 19. <u>HEADINGS</u>. The Agreement heading and all paragraph headings are for quick reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this Agreement.

- 20. <u>AMENDMENTS</u>. No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.
- 21. <u>COMPLETE UNDERSTANDING</u>. This Agreement sets forth all the terms, conditions, agreements and understandings between District 15 and District 41 relative to the subject matter hereof and there are no agreements or conditions, oral or written, expressed or implied, between them other than as herein set forth.
- 22. <u>GOVERNING LAW</u>. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws and State of Illinois.
- 23. <u>EFFECTIVE DATE</u>. The effective date of the Agreement is July 1, 2011 thru June, 30, 2012.

Board of Education Marquardt School District No. 15 DuPage County, Illinois	Board of Education Glen Ellyn School District No. 41 DuPage County, Illinois		
By:	By:		
Attest:	Attest: Its:		
Date:	Date:		

#### INTERGOVERNMENTAL COOPERATION AGREEMENT FOR FOOD SERVICES BETWEEN

## THE BOARD OF EDUCATION OF MARQUARDT SCHOOL DISTRICT NO. 15, DUPAGE COUNTY, ILLINOIS

AND
THE BOARD OF EDUCATION OF GLEN ELLYN SCHOOL
DISTRICT NO. 41, DUPAGE COUNTY, ILLINOIS

THIS AGREEMENT ("Agreement"), is made and entered into this 1st day of July, 2012, by and between the Board of Education of Marquardt School District No. 15, DuPage County, Illinois, ("District 15") and the Board of Education of Glen Ellyn School District No. 41, DuPage County, Illinois, ("District 41").

#### WITNESSETH

WHEREAS, District 15 and District 41 are authorized to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., providing for the execution of agreements and the implementation of cooperative ventures between public agencies of the State of Illinois: and

WHEREAS, District 15 and District 41 are authorized by the School Code of Illinois, 105 ILCS 5/10-22.26, to maintain and operate a school lunch program in accordance with the applicable regulations of the State Board of Education and agencies of the United States Government; and

WHEREAS, subject to the terms set forth herein, District 15 agrees to operate a school food service program at the Churchill Elementary School located at 240 Geneva Road, the Forest Glen Elementary School located at 561 Elm Street, the Benjamin Franklin Elementary School located at 350 Bryant Avenue, the Lincoln Elementary School located at 380 Greenfield Avenue, and the Hadley Junior High School located at 240 Hawthorne Blvd., in District 41 (the "Schools").

NOW THEREFORE, for and in the consideration of the mutual covenants herein contained and each and every act to be performed hereunder by either of the parties hereto, the Board of Education of Marquardt School District No. 15 and the Board of Education of Glen Ellyn School District No. 41 hereby agree as follows:

- 1. TERMS OF MEAL SERVICE. District 15 will provide meal service to the Schools on the full school days established by District 41 in its annual school calendar for the 2012-2013 school year, a copy of which is attached hereto and made part hereof as Exhibit A, and on the full school days established by District 41 in its annual school calendar for the 2013-2014 school year. Meal service will begin on the first full day for students in August, 2012, and continue until the last full student attendance day in 2014. In the event that the District 41 school calendar for any school year is extended beyond the last full student attendance day in District 15, District 15 agrees to provide meals for each additional day, provided that District 41 shall pay District 15 an additional labor charge of \$192 per day for each additional day.
- 2. <u>FOOD SERVICE REQUIREMENTS</u>. District 15 will provide school food services which, when served in the designated portion, will meet all meal pattern requirements of the National School Lunch Program, and will include the appropriate servings of the meat/meat alternate, fruit/vegetable, grain/bread, and milk components for an Offer vs. Serve program. District 15 will provide all food, small wares, supply and milk for all schools.

District 15 will also provide the nutritional analysis and the supporting documentation to District 41 for the purposes of meeting the requirements of a School Meal Initiative review conducted by the Illinois State Board of Education. District 15 will make a good faith effort to meet the requirements of this initiative.

- 3. <u>MEAL PREPARATION AND DELIVERY FOR AT HADLEY JUNIOR HIGH.</u> District 41 lunch meals for Hadley Junior High School will be prepared onsite at the Hadley Junior High School on days of food service. District 41 will accept large food service deliveries two or three days per week at the Hadley Junior High School.
- 4. <u>MEAL PREPARATION AND DELIVERY AT THE ELEMENTARY SCHOOLS</u>. District 41 lunch meals for the Elementary Schools will be prepared onsite at the District 15 Kitchen on days of food service. Bulk hot lunches will be prepared daily at the District 15 Kitchen for satellite delivery to the elementary schools. District 41 will be responsible for providing the correct number of student lunches required by reporting this to the manager (or designee) at the District 15 kitchen by 9:30 a.m. daily. District 15 will be responsible for the bidding and cost of all milk for the elementary schools, as well as the delivery of bulk hot lunches to the elementary schools from the District 15 kitchen.
- 5. <u>EQUIPMENT PURCHASES & MAINTENANCE</u>. All equipment needed onsite for both the elementary and Hadley Junior High lunch program will be purchased and maintained by District 41.
- 6. PROGRAM MANAGEMENT. District 15 will employ a full-time kitchen manager and two part-time employees for work at the Hadley Junior High School. District 41 will employ one (1) four-hour and two (2) three-hour food service employees who will work at the Hadley Junior High School under the management and direction of District 15 personnel. District 41 will also employ all necessary food service personnel for food service at the elementary school. If additional food service personnel are required, District 41 and District 15 agree to cooperate in assigning additional personnel and allocating the cost thereof. All food service personnel are to be designated to the service of food and should be accountable to the District 15 food service administration and District 41 school administration. All employees must attend periodic training provided by District 15. Food service employees' job duties shall include but not be limited be to the following:
  - 1) Serves all foods and monitors offer vs. serve program, meeting all NSLP program guidelines.
  - 2) Cashier duties including using the Point of Sale system and depositing money.
  - 3) Use of proper food service sanitation and safety procedures.
  - 4) Maintenance and cleaning of all kitchen/serving areas and equipment.
  - 5) Reorders supplies and milk as needed.
  - 6) Monitoring and proper recording of food, supply, and milk inventories on production records.
- 7. <u>ADMINISTRATIVE OVERSIGHT</u>. District 15 is responsible for all of the following administrative duties:
  - 1) Management of District 41 food service employees
  - 2) Periodic trainings on food service sanitation, safety, operations, and point of sale software
  - 3) Allocation of commodity dollars
  - 4) Printed menus will be supplied to the District 41 Business Office no later than two weeks in advance of service to allow adequate time to disseminate copies to parents in each school.
  - 5) Providing recommendations on best practices and providing marketing materials for the Food Service Program to District 41 administration
  - 6) Nutritional analysis of all foods offered in the program
  - 7) Compliance with all National School Lunch Program requirements and regulations

- 8) Paying for yearly membership of District 41 in the Northern Illinois Purchasing Cooperative (NIIPC) for all purchasing of food, milk and supplies.
- 8. <u>SAFETY AND SANITATION</u>. District 15 and District 41 staff will abide by all local health department requirements. A safety program that complies with HACCP principles will be implemented to meet the food safety requirements of the National School Lunch Program.

#### 9. MEAL CHARGES AND INVOICES.

The parties agree as follows:

- 1.) District 41 will also pay to District 15 the 2012-2013 school year federal free/reduced National School Lunch Program reimbursement, less \$.20 for each free or reduced meal served during the 2012-2013 school year.
- 2.) District 41 will also pay to District 15 the 2012-2013 school year federal free/reduced National School Lunch Program reimbursement, less \$.10 for each paid meal served during the 2012-2013 school year.
- 3.) District 41 will reimburse District 15 on a monthly basis for all monies posted to the Point of Sale system at Hadley Junior High School and each Elementary School.

The referenced pricing for sub-paragraphs 1 and 2 above shall be adjusted for the 2012-2013 school year based upon any differences between the 2011-2012 school year and the 2012-2013 school year federal free/reduced National School Lunch Program guidelines. Meal pricing and delivery/pick-up charges for the 2013-2014 and subsequent school years will be determined by District 15 by June 30th of the prior school year. In no event will the meal pricing and delivery/pick up charges for any school year be lower than the pricing for such goods and services for the 2012-2013 school year, nor will the meal pricing for any school year exceed the federal and State school lunch program reimbursement for that year.

Invoices based upon these charges will be sent from District 15 to District 41 no later than the 2nd Friday of the following month, and will be paid by District 41 within thirty (30) days after receipt.

- 10. <u>USDA COMMODITIES</u>. District 41 agrees to supplement the per-meal cash payment to District 15 by sharing all donated USDA commodities with District 15 at no cost to District 15. District 15 will decide: 1) what type and amount of commodities to accept; 2) whether to reprocess the donated commodities; 3) which commodities should be reprocessed; 4) whether to reprocess with the State Board of Education or through an independent cooperative; and 5) whether to store commodities at an off-site location. District 15 will be responsible for paying all invoices from the reprocessing companies and all fees associated with storage and deliveries of commodity products.
- 11. <u>FIELD TRIP LUNCHES</u>. District 15 kitchen will prepare a sack lunch for elementary school field trips and Hadley kitchen will prepare sack lunches for Hadley Junior High field trips. Scheduled field trips must be reported to District 15 or Hadley at least five (5) days prior to the date of the field trip. This report must include the number of students attending the field trip (to adjust lunch counts) and the number of sack lunches needed. Field trip lunches will meet the requirements of the National School lunch program. These meals require no refrigeration.

Field trip lunches are to be picked up by District 41 personnel from the District 15 kitchen prior to 8:30 a.m. on the date of the field trip.

- 12. <u>NATIONAL SCHOOL LUNCH PROGRAM STATUS</u>. District 41 will apply for and retain its status as a National School Lunch Program Sponsor for the Schools in District 41 and will retain responsibility for all paperwork and communications incumbent on that status, including:
- a. The annual Application for Participation in National School Lunch and Food Distribution Programs;
- b. The Renewal Certification of Agreement and Policy Statement;
- c. Free and Reduced Price Meal Applications and all necessary processing and communications to households;
- d. Monthly Claims for Reimbursement; and
- e. Annual Financial Reports.

District 41 will also be responsible for applying for and maintaining its status in the Illinois Free Milk Program for the elementary schools.

- 13. <u>ADDITIONAL SERVICES</u>. District 15 will accommodate, when possible, requests for additional services (which could include but not be limited to catering for meetings, additional bulk/ala carte food purchases, vending, or milk purchases), at an additional cost to be agreed upon by District 15 and District 41.
- 14 <u>TERMS AND CONDITIONS OF AGREEMENT</u>. After the 2013-2014 school year, this agreement may be renewed from year-to-year by mutual agreement of the parties.
- 15. <u>INDEMNIFICATION</u>. District 41 shall indemnify, release and hold harmless District 15, including its Board Members, in their individual and official capacities the Board's employees and agents and their successors and assigns, from and against any and all claims, demands, liabilities, injuries or causes of actions including, but not limited to, attorneys' fees, costs and expenses of litigation, in connection with a claim against District 15 for property damage or personal injury resulting from District 15's provision of food services to District 41 luring the term of this agreement, except for the negligent acts of omissions of District 15.
- 16. <u>DEFAULT</u>. In the event that one party believes the other to be in default under this Agreement, that party acting through its Superintendent, shall notify the other party in writing and allow that party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured, the party having sent the notice of default may terminate this agreement by serving written notice on the other party effective ten (10) days after receipt of the notice by the other party. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except this one specified in the waiver.
- 17. <u>NO ASSIGNMENT</u>. Neither party may assign any rights or duties under this Agreement without the written consent of the other party.
- 18. <u>NOTICES</u>. All notices to the parties to this agreement shall be made by certified mail to the addresses below:

If to School District 15:

Marquardt School District No. 15

Attn: Superintendent

1860 North Glen Ellyn Road Glendale Heights, Illinois 60139 If to School District 41:

Glen Ellyn School District No. 41

Attn: Superintendent 793 N. Main St.

Glen Ellyn, Illinois 60137

- 19. <u>SUCCESSORS</u>. This Agreement shall be binding upon the successors of the parties respective Boards of Education.
- 20. <u>HEADINGS</u>. The Agreement heading and all paragraph headings are for quick reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this Agreement.
- 21. <u>AMENDMENTS</u>. No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.
- 22. <u>COMPLETE UNDERSTANDING</u>. This Agreement sets forth all the terms, conditions, agreements and understandings between District 15 and District 41 relative to the subject matter hereof and there are no agreements or conditions, oral or written, expressed or implied, between them other than as herein set forth.
- 23. <u>GOVERNING LAW</u>. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws and State of Illinois.
- 24. <u>EFFECTIVE DATE</u>. The effective date of the Agreement is July 1, 2012 thru June, 30, 2014.

Board of Education Marquardt School District No. 15 DuPage County, Illinois	Board of Education Glen Ellyn School District No. 41 DuPage County, Illinois
By:	By:
Attest:	Attest:
Date:	Date: