

AGREEMENT BETWEEN UNION SCHOOL UNION SCHOOL DISTRICT 81 AND SUMMIT HILL SD 161

CONCERNING THE PREPARATION OF MEALS UNDER THE FEDERAL LUNCH PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of June 2022, by and between UNION SCHOOL DISTRICT 81 (Union) and SUMMIT HILL SD 161 (SUMMIT HILL SD 161).

WHEREAS, Union and SUMMIT HILL SD 161 are authorized to enter into an Intergovernmental Agreement Pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. Seq. providing for the execution of agreements and implementations of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Union and SUMMIT HILL SD 161 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 below, Union agrees to operate a school breakfast and lunch program consisting pre-pack 4 component lunches to SUMMIT HILL SD 161.

WHEREAS, UNION will deliver and distribute the bulk containers to the individual schools on a daily basis. SUMMIT HILL SD 161 shall be responsible for all aspects of service as well as meal counting at their locations.

NOW, THEREFORE, in the consideration of the mutual covenants herein contained and each and every act to be performed hereunder by either of the parties hereto, Union and SUMMIT HILL SD 161 agree as follows:

1. **TERMS OF MEAL SERVICE.** Union will provide meal service to the schools listed below on the full school days established by SUMMIT HILL SD 161 on its annual school calendar for the for July 1, 2022 – June 30, 2023 years.
 - SUMMIT HILL SD 161 20100 S Spruce Drive, Frankfort, Illinois 60423
2. **MEAL SERVICE** will begin on the first full day for students in August 2022, and continue until the last full student attendance day in June 2023.
3. **PRE-PACK COLD LUNCH REQUIREMENTS.** Union will provide pre-packed cold lunches 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 meat/meat alternate, vegetables/fruits and grains. The meal will also include all appropriate condiments and an occasional bonus item intended to add additional interest and/or calories to the meals.

4. **TRANSPORTATION.** UNION will be responsible for transportation of meals to the Summit Hill Administration Center 20100 S. Spruce Drive, Frankfort Illinois as well as return of containers and pans for cleaning daily.
5. **MENU.** Union shall provide menus along with nutritional information as needed to SUMMIT HILL SD 161 one month prior to implementation for publishing.
6. **DAILY NUMBER OF MEALS REQUIRED.** The number of meals prepared by Union will be based on a daily forecast from SUMMIT HILL SD 161. Due to the variety of food items offered, there may be times that a certain item is not available.
7. **FIELD TRIP LUNCHES.** Scheduled field trips must be reported to Union five days (5) prior to the date so the kitchen can reduce the amount of food prepared.
8. **ADDITIONAL EQUIPMENT.** Union may place additional equipment into the unit to meet program needs. SUMMIT HILL SD 161 will be responsible for providing any additional electric or gas needed, if new equipment is mutually agreed upon. SUMMIT HILL SD 161 will assume responsibility to safeguard equipment during off hours of operation, over holidays and summer months.
9. **NATIONAL SCHOOL LUNCH PROGRAM STATUS.** SUMMIT HILL SD 161 will retain its status as a National School Lunch Program Sponsor for the schools in SUMMIT HILL SD 161 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. The monthly USDA Commodities Communications;
 - d. Free and Reduced Price Meal Applications and all necessary processing and communications to households;
 - e. Monthly claims for reimbursement; and
 - f. Annual Financial Report
10. **REQUEST FOR OPEN COMMUNICATIONS.** Union requests that a semi-annual meetings should be scheduled monthly with the Principal/Asst. Principal of SUMMIT HILL SD 161 and food service staff working in the building along with the Director from Union.

Any ongoing communications to Union shall go to Tim Baldermann, Superintendent.
Any ongoing communications to SUMMIT HILL SD 161 should go to Doug Wiley, Director of Business and Transportation

Union SD 81 will supply SUMMIT HILL SD 161 monthly menus within 10 days prior for approval. Menus will be in full compliance of School Breakfast Program & National School

Lunch Program meal requirements for grades served k-8. Summit Hill is responsible for providing milk daily, meals provided by Union are a 4 component meal.

Reasonable accommodations will be made for documented students with allergens. Upon request, nutritional and ingredient information will be provided.

SUMMIT HILL SD 161 will provide appropriate staffing onsite.

Union will provide support thru professional standards training, HACCP regulations, Food Handler Certification, USDA & State Reviews and any other additional program support needed.

Union will work with SUMMIT HILL SD 161 to insure a minimum of 85% utilization of USDA Commodities thru annual orders, brown box delivery and DOD.

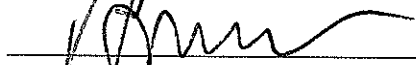
11. ADDITIONAL SERVICES. Union will accommodate when possible request for additional services which could include but not be limited to catering for meetings, full service lunch in elementary buildings, kindergarten snack programs, food for before and after school programs. Charges for providing additional services by Union shall be determined between SUMMIT HILL SD 161 and Union prior to the time such additional services are implemented.
12. PAYMENT TO DISTRICT. SUMMIT HILL SD 161 shall pay \$3.68 per lunch meal to Union as ordered. Union shall invoice SUMMIT HILL SD 161 on a monthly basis. The value of commodities will be credited to SUMMIT HILL SD 161 on the monthly invoice, with a full reconciliation at fiscal year end. Payment from SUMMIT HILL SD 161 to Union shall occur within one month of the receipt of the invoice.
13. TERMS AND CONDITIONS OF AGREEMENT. This agreement shall run from the acceptance of this agreement until the last day of school, June 2023.
14. INSURANCE. Union agrees to purchase from and maintain in a company or companies lawfully authorized to do business in the State of Illinois, Comprehensive General Liability insurance coverage with combined single limits of at least \$1,000,000.00 on a per occurrence basis (or comparable coverage as part of a self-insurance pool), governing all liability arising out of this agreement. SUMMIT HILL SD 161 is to be named as an additional insured and to be provided with a copy of the certificate of insurance.
15. INDEMNIFICATION. SUMMIT HILL SD 161 shall indemnify, release and hold harmless Union 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 Union for property damage or personal injury resulting from Union's provision of food services to SUMMIT HILL SD 161 during the term of this agreement, except for the negligent acts of

omissions of Union.

16. **DEFAULT.** 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 specific in the waiver.
17. **NO ASSIGNMENT.** Neither party may assign any rights or duties under this Agreement without the written consent of the other party.
18. **NOTICES.** All notices to the parties to this agreement shall be made by certified mail to the addresses below.
19. **SUCCESSORS.** This agreement shall be binding upon the successors of the parties' respective Boards.
20. **HEADINGS.** 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. **AMENDMENTS.** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.
22. **COMPLETE UNDERSTANDING.** This Agreement sets forth all the terms, conditions, agreements and understandings between Union and SUMMIT HILL SD 161 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. **GOVERNING LAW.** 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. **EFFECTIVE DATE.** The effective date of the Agreement is July 1, 2021, through June 30, 2022.

Union School District 81

Timothy Baldernann (Printed Name)

 (Signature)

Superintendent (Title)

April 7, 2022 (Date/Signed On)

Summit Hill School District 161

_____ (Printed Name)

_____ (Signature)

_____ (Title)

_____ (Date/Signed On)