

**AGREEMENT BETWEEN UNION SCHOOL UNION SCHOOL DISTRICT 81 AND TAFT SD 90-  
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 TAFT SD 90 (TAFT SD 90).

**WHEREAS**, Union and TAFT SD 90 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 TAFT SD 90 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 of bulk lunches, pre-pack breakfast and farmers market bar to TAFT SD 90.

**WHEREAS**, UNION will deliver and distribute the bulk containers to the individual schools on a daily basis. TAFT SD 90 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 TAFT SD 90 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 TAFT SD 90 on its annual school calendar for the for July 1, 2022 – June 30, 2023 years.
  - TAFT SD 90 1605 South Washington St Lockport, IL 60441
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. **BULK LUNCH REQUIREMENTS.** Union will provide bulk 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 its schools as well as return of containers and pans for cleaning daily.
  5. **MENU.** Union shall provide menus along with nutritional information as needed to TAFT SD 90 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 TAFT SD 90. Due to the variety of food items offered, there may be times that a certain item is not available.
  7. **FIELD TRIP LUNCHESES.** 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. TAFT SD 90 will be responsible for providing any additional electric or gas needed, if new equipment is mutually agreed upon. TAFT SD 90 will assume responsibility to safeguard equipment during off hours of operation, over holidays and summer months.
  9. **NATIONAL SCHOOL LUNCH PROGRAM STATUS.** TAFT SD 90 will retain its status as a National School Lunch Program Sponsor for the schools in TAFT SD 90 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 TAFT SD 90 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 TAFT SD 90 should go to James Calabrese, Superintendent.
- Union SD 81 will supply TAFT SD 90 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. Lunches will include unlimited one time thru choice of at minimum 2 fruits & 4 vegetables, utilizing 80% fresh and fulfilling

vegetable sub group weekly meal requirements. Students will be encouraged to take full servings of fruits and vegetables to insure complete meal compliance.

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

TAFT SD 90 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 TAFT SD 90 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 TAFT SD 90 and Union prior to the time such additional services are implemented.
12. **PAYMENT TO DISTRICT.** TAFT SD 90 shall pay \$3.65 per lunch meal to Union as ordered. Union shall invoice TAFT SD 90 on a monthly basis. The value of commodities will be credited to TAFT SD 90 on the monthly invoice, with a full reconciliation at fiscal year end. Payment from TAFT SD 90 to Union shall occur within one month of the receipt of the invoice.
13. **TERMS AND CONDITIONS OF AGREEMENT.** This agreement shall automatically renew from year to year unless either side issues a notice of non-renewal on or before February 1 of the preceding year.
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. TAFT SD 90 is to be named as an additional insured and to be provided with a copy of the certificate of insurance.
15. **INDEMNIFICATION.** TAFT SD 90 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 TAFT SD 90 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 TAFT SD 90 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, 2022, through June 30, 2023.

**Union School District 81**

Timothy Baldermann (Printed Name)

 (Signature)

Superintendent (Title)

April 7, 2022 (Date/Signed On)

**Taft SD 90**

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date/Signed On)