

Date of Original Contract

July 1, 2020

Year of Renewal (Circle)

1 2 3 4 5- COVID19 Emergency Extension 6- COVID19 Emergency Extension 7- COVID19 Emergency Extension

Contract Renewal Agreement for Food Management Services Nonprofit Food Service Program

This document contains the rates and fees for the contract of food service management for nonprofit food service programs for the period beginning July 1, 2022, and ending June 30, 2023. The terms and conditions of the original contract are applicable to the contract renewal. Upon acceptance, this document shall constitute the contract renewal between the Food Service Management Company (FSMC) and the School Food Authority.

The FSMC shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

Table with 4 columns: Item, 2021-2022 Rate**, 2022-2023 Rate***, Percentage Increase****. Lists 10 items including Reimbursable Breakfasts, Lunches, Management Fee, A la Carte, and Summer meals.

*Rates must be the same.

**Rates must be based on original contract terms, not on COVID-19 contract amendment rates (if applicable).

***Rates must not be rounded up. Do not exceed four decimal places.

****Percentage increase must not exceed the allowable increase established in the original contract.

Sodexo America, LLC

Food Service Management Company

9801 Washingtonian Boulevard

Street Address

Gaithersburg

City

MD

State

20878

Zip Code

By submission of this proposed renewal agreement, the FSMC certifies that, in the event they receive a renewal award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall not exceed one year.

Deborah Whitman

Authorized Signature of FSMC

Senior Vice President

Title

July 26, 2022

Date

Acceptance of Contract Renewal Agreement

Fairfield School District #112

20-096-1120-04

School Food Authority (SFA)

Agreement Number

Kristine Aarhøien

Authorized Signature of SFA

Superintendent

Title

07/01/2022

Date

Contract Renewal Agreement Certification Form 2022–2023

The *Contract Renewal Agreement Certification Form* must be completed and signed by the School Food Authority's (SFA's) authorized representative.

A. School Food Authority Information

Agreement Number (RCDT Code) 20-094-1120-04

School Food Authority Fairfield School District #112

Contractor Name Sodexo America, LLC

B. Required Documentation

Submit signed copies of the following documents.

- *Contract Renewal Agreement*
- *Contract Renewal Agreement Certification Form 2022–2023*
- Certification forms, as applicable, signed annually by the contractor. The contractor certification forms are located on our website at <https://www.isbe.net/Pages/General-Procurement-All-Programs.aspx> under Contract Certification Forms.
 - *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,*
 - *Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements,*
 - *Disclosure of Lobbying Activities-* If the annual contract is over \$100,000 and any funds other than Federal appropriated funds have been used for lobbying;
- Any other amendments, if applicable, for non-material allowable contract changes accompanied by written justification for the amendment.

C. Contract Renewal Terms

Per the contract renewal terms stated in the contract, the maximum allowable percentage increase that may be applied to the fixed meal rates and fixed management fees is as follows (refer to the original contract for renewal terms; check the appropriate box):

- | | |
|---|---------------------|
| <input checked="" type="checkbox"/> CPI—Food Away from Home (Dec) | 6.0% |
| <input type="checkbox"/> CPI—All (Dec) | 7.0% |
| <input type="checkbox"/> CPI—Food (Dec) | 6.3% |
| <input type="checkbox"/> CPI—Food Away from Home (Dec) | not to exceed 3.0 % |
| <input type="checkbox"/> Other (specify) _____ | |

D. Certification Statement

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed *Contract Renewal Agreement* and accompanying contract renewal documents is true and accurate.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As authorized representative for the school food authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

I understand revisions cannot be made to the executed *Invitation for Bid and Contract* without first submitting proposed revisions to the Illinois State Board of Education for review and receiving written notification the proposed revisions are allowable within the regulatory guidelines. Furthermore, I understand additional

documents and/or agreements, including those developed by the contractor, cannot become part of the executed contract.

I understand all contract information provided to the Illinois State Board of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Further, I understand such misrepresentation could result in the loss of federal and state funding received by the school food authority for School-Based Child Nutrition Programs.

I certify that all contract provisions, including those relating to USDA Foods utilization by the FSMC to the maximum extent possible have been met:

School Year 2021-22 USDA Foods Entitlement Amount	(A)	<u>\$31,826.5789</u>
School Year 2021-22 USDA Foods credits issued to the SFA by the FSMC	(B)	<u>\$30,114.85</u>
USDA Foods Entitlement Utilization Percentage as of 07/01/2022	(B / A) %	<u>94.62%</u>

****Date of certification must be as of the date contract renewal is signed based on year to date actual credits received by the Vendor****

<u>Kristine Gardner</u>	<u>Superintendent</u>	<u>kgardner@fairfieldcolts.com</u>	<u>07/01/2022</u>
SFA Authorized Representative Signature	Title	E-mail	Date

Mail or email to: Nutrition Department
Illinois State Board of Education
100 North First Street W270
Springfield, IL 62777-0001

Email: nutritionprocurement@isbe.net

Please submit documents only once. For example, do not email and mail. Only one copy of each set of documents is necessary. **All original documents should be retained in the SFA's files.**

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to the title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity, Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier, Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 check "Subawardee". then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1)). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone *number*.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sodexo America, LLC
Organization Name

Food Service Management
PR/Award Number or Project Name

Deborah Whitmire
Name of Authorized Representative

Senior Vice President
Title


Original Signature of Authorized Representative

03.03.2022
Date

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Sodexo America, LLC

Food Service Management

Organization Name

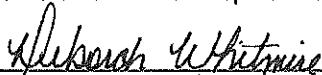
PR/Award Number or Project Name

Deborah Whitmire

Senior Vice President

Name of Authorized Representative

Title



March 14, 2022

Original Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

INTER AGENCY AGREEMENT TO PROVIDE CHILD NUTRITION PROGRAMS 2022-2023 SCHOOL YEAR

The **Fairfield School District #112** hereafter referred to as “**Sponsor**”, and the **Clay City Unit School District #10** hereafter referred to as “**Site**”, hereby enter into the following agreement:

A. TITLE OF AGREEMENT

School Meal Program

B. PURPOSE OF AGREEMENT

The purpose of this agreement is to enable the **Sponsor** to provide meal service to the **Site**. This program is to be made available daily according to the **Site's** Calendar and is to be supported by Federal Reimbursement on eligible meals served, fees paid by students not eligible for the National School Lunch Program (NSLP) benefit and fees paid for meals by the staff of the **Site** and other adults.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from July 1, 2022 until June 30, 2023 following the Board approved calendar for the **Sites** 2021-2022 school year. The **Sponsor** may provide meals to the **Site** on days the **Sponsor** is closed and the **Site** is open.

D. CONDITIONS OF AGREEMENT:

The **Sponsor's** Child Nutrition Department will provide: NSLP, SBP, Special Milk Program After School Snack Program if required. Meals, reimbursable under the single Food-Based Menu Planning (FBMP) meal pattern described in Child and Adult Care Food Programs located at www.isbe.net/nutrition,

1. The **Site** will provide all serving trays and utensil kits needed for service of all approved meals.
2. The **Site** will provide applications for free and reduced-price meals to all households of the **Site** no sooner than 30 days prior to the start of the school year, but not prior to July 1. The **Site** will be responsible for collecting these applications and a copy retained at the **Site** as they are received. The **Site** will be responsible for the processing and file retention of these applications.
3. The **Site** will be responsible for an initial enrollment list of students' names, ID numbers, and birthdates, sorted by student's last name no later than July 1 of each school year for Direct Certification matching. The **Site** will be responsible for an updated list of new enrollments sorted by the student's last name, including ID number and birthdate, to maintain completion of additional Direct Certification matching.
4. The meals will be prepared at the **Site**. The **Site** will allow necessary staff from the **Sponsor** to have direct access to the kitchen for food preparation or for delivery without an appointment and for monitoring purposes without prior notice.
5. The **Site** will maintain applicable health certification and assure that all State and local regulations are being met.
6. The **Sponsor** will ensure that all meals will be served to meet the Federal guidelines for SBP, NSLP, Special Milk Program and After School Snack Program. The **Sponsor** will be responsible for providing a clean, safe and sanitary environment for the service of all meals served at the **Site** and the **Sponsor** will ensure that all Food Service Employees on site will abide by the Children Nutrition Program rules.

7. The **Site** will provide the necessary equipment needed to insure proper handling and storage of food products such as milk coolers, refrigerators and food warmers when necessary. The **Site** will be solely responsible for any and all repairs of this equipment.
8. The **Site** will be responsible for properly counting reimbursable meals using the Point of Service (POS) system as required by the ISBE. A POS is defined as that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price or paid lunch has been served to an eligible child.
9. All cash collected from the Food Service Program will be deposited into the **Site's** bank account.
10. The **Sponsor** agrees to accept USDA Foods from the **Site** and these USDA Foods will only be used in the preparation of meals provided for the **Site**. The **Sponsor** must obtain the USDA Foods at the **Site's** address. The **Sponsor** must credit monthly for the market value set by USDA of all donated foods received for use in the school year. The credit issued by the **Sponsor** for USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. The **Site** will receive an entitlement of \$12,777.50 and the **Sponsor** agrees to utilize and credit site at least 85% of that value.

The **Sponsor** must ensure that it has a perpetual inventory record maintained on a monthly basis. Failure of the **Vendor** to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA Foods. The **Sponsor** shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

11. It is understood that:

- a) **Sponsor** will invoice the **Site** monthly for the following fixed priced meals:
- b) Reimbursable Breakfast \$1.8560
- c) Reimbursable Lunches \$3.5187
- d) Management Fee Per School \$0.1047
Meal (breakfast and lunch)
- e) A-La-Cart Equivalents Fee \$3.5187
- f) Special Milk Program \$0.2729
- g) **Sponsor** Fee Per School Meal \$0.0200
(breakfast and lunch)

Meal equivalents factor for the **Site** will be the same as the **Sponsor**: 4.1875

- a) All record keeping and filing requirements for the Federal Reimbursement will be the responsibility of the **Site's** Child Nutrition Department. The **Sponsor** will provide monthly reports to assist the site with preparation of the monthly reimbursement claims.
- b) All Federal reimbursements and money collected from non eligible students and adult sales will be the sole property of the **Site**.
- c) All students not eligible for meal benefits under NSLP will pay the following rates:

	Elementary	Middle	High
Breakfast	\$1.00	\$1.00	\$1.00
Lunch	\$2.30	\$2.40	\$2.40

d) Adult breakfasts will be provided at a cost of \$1.50 and adult lunches will be provided at a cost of \$3.25 per meal.

e) On days when the **Sponsor's** schools are closed, meals will be available at the **Site** if the site is open.

E. PROVISIONS FOR TERMINATING AGREEMENT:

The Governing Board of either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

Each party certifies that the undersigned has been authorized to enter into this agreement by its Governing Board. This agreement may be cancelled by either party for conflict of interest pursuant to A.R.S. Section 38.511.

Fairfield School District #112
806 N. First St.
Fairfield, IL 62837

Clay City Unit School District #10
607 S. Walnut SW
Clay City, IL 62824

Amy Sager
Governing Board President Signature

Amy Sager
Print Name

6-20-22
Date

David Rauch
Governing Board President Signature

David Rauch
Print Name

Jill Barger
Child Nutrition Director

Jill Barger
Print Name

8/18/22
Date

INTER AGENCY AGREEMENT TO PROVIDE CHILD NUTRITION PROGRAMS 2022-2023 SCHOOL YEAR

The **Fairfield School District #112** hereafter referred to as "**Sponsor**", and the **Geff Grade School District #14** hereafter referred to as "**Site**", hereby enter into the following agreement:

A. TITLE OF AGREEMENT
School Meal Program

B. PURPOSE OF AGREEMENT

The purpose of this agreement is to enable the **Sponsor** to provide meal service to the **Site**. This program is to be made available daily according to the **Site's** Calendar and is to be supported by Federal Reimbursement on eligible meals served, fees paid by students not eligible for the National School Lunch Program (NSLP) benefit and fees paid for meals by the staff of the **Site** and other adults.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from July 1, 2022 until June 30, 2023 following the Board approved calendar for the **Sites** 2021-2022 school year. The **Sponsor** may provide meals to the **Site** on days the **Sponsor** is closed and the **Site** is open.

D. CONDITIONS OF AGREEMENT:

The **Sponsor's** Child Nutrition Department will provide: NSLP, SBP, Special Milk Program After School Snack Program if required. Meals, reimbursable under the single Food-Based Menu Planning (FBMP) meal pattern described in Child and Adult Care Food Programs located at www.isbe.net/nutrition,

1. The **Site** will provide all serving trays and utensil kits needed for service of all approved meals.
2. The **Site** will provide applications for free and reduced-price meals to all households of the **Site** no sooner than 30 days prior to the start of the school year, but not prior to July 1. The **Site** will be responsible for collecting these applications and a copy retained at the **Site** as they are received. The **Site** will be responsible for the processing and file retention of these applications.
3. The **Site** will be responsible for an initial enrollment list of students' names, ID numbers, and birthdates, sorted by student's last name no later than July 1 of each school year for Direct Certification matching. The **Site** will be responsible for an updated list of new enrollments sorted by the student's last name, including ID number and birthdate, to maintain completion of additional Direct Certification matching.
4. The meals will be prepared at the **Site**. The **Site** will allow necessary staff from the **Sponsor** to have direct access to the kitchen for food preparation or for delivery without an appointment and for monitoring purposes without prior notice.
5. The **Site** will maintain applicable health certification and assure that all State and local regulations are being met.
6. The **Sponsor** will ensure that all meals will be served to meet the Federal guidelines for SBP, NSLP, Special Milk Program and After School Snack Program. The **Sponsor** will be responsible for providing a clean, safe and sanitary environment for the service of all meals served at the **Site** and the **Sponsor** will ensure that all Food Service Employees on site will abide by the Children Nutrition Program rules.

7. The **Site** will provide the necessary equipment needed to insure proper handling and storage of food products such as milk coolers, refrigerators and food warmers when necessary. The **Site** will be solely responsible for any and all repairs of this equipment.

8. The **Site** will be responsible for properly counting reimbursable meals using the Point of Service (POS) system as required by the ISBE. A POS is defined as that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price or paid lunch has been served to an eligible child.

9. All cash collected from the Food Service Program will be deposited into the **Site's** bank account.

10. The **Sponsor** agrees to accept USDA Foods from the **Site** and these USDA Foods will only be used in the preparation of meals provided for the **Site**. The **Sponsor** must obtain the USDA Foods at the **Site's** address. The **Sponsor** must credit monthly for the market value set by USDA of all donated foods received for use in the school year. The credit issued by the **Sponsor** for USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. The **Site** will receive an entitlement of \$4,230.16 and the **Sponsor** agrees to utilize and credit site at least 85% of that value.

The **Sponsor** must ensure that it has a perpetual inventory record maintained on a monthly basis. Failure of the **Vendor** to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA Foods. The **Sponsor** shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

11. It is understood that:

- a) **Sponsor** will invoice the **Site** monthly for the following fixed priced meals:
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- d) Management Fee Per School \$0.1047
Meal (breakfast and lunch)
- e) A-La-Cart Equivalents Fee \$3.5187
- f) Special Milk Program \$0.2729
- g) **Sponsor** Fee Per School Meal \$0.0200
(breakfast and lunch)

Meal equivalents factor for the **Site** will be the same as the **Sponsor**: 4.1875

a) All record keeping and filing requirements for the Federal Reimbursement will be the responsibility of the **Site's** Child Nutrition Department. The **Sponsor** will provide monthly reports to assist the site with preparation of the monthly reimbursement claims.

b) All Federal reimbursements and money collected from non eligible students and adult sales will be the sole property of the **Site**.

c) All students not eligible for meal benefits under NSLP will pay the following rates:

	Elementary	Middle	High
Breakfast	\$1.00	\$1.00	\$1.00
Lunch	\$2.30	\$2.40	\$2.40

d) Adult breakfasts will be provided at a cost of \$1.50 and adult lunches will be provided at a cost of \$3.25 per meal.

e) On days when the **Sponsor's** schools are closed, meals will be available at the **Site** if the site is open.

E. PROVISIONS FOR TERMINATING AGREEMENT:

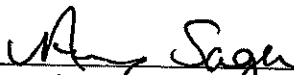
The Governing Board of either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:


Each party certifies that the undersigned has been authorized to enter into this agreement by its Governing Board. This agreement may be cancelled by either party for conflict of interest pursuant to A.R.S. Section 38.511.

Fairfield School District #112
806 N. First St.
Fairfield, IL 62837

Geff Grade School District #14
201 Lafayette St.
Jeffersonville, IL 62842



Governing Board President Signature



Governing Board President Signature

Amy Sager

Print Name

R. KEITH ESTHEIMER

Print Name

6-20-22

Date



Child Nutrition Director

Matt Shreve

Print Name

6-20-22

Date

INTER AGENCY AGREEMENT TO PROVIDE CHILD NUTRITION PROGRAMS 2022-2023 SCHOOL YEAR

The **Fairfield School District #112** hereafter referred to as “**Sponsor**”, and the **St. Joseph School-Olney** hereafter referred to as “**Site**”, hereby enter into the following agreement:

A. TITLE OF AGREEMENT

School Meal Program

B. PURPOSE OF AGREEMENT

The purpose of this agreement is to enable the **Sponsor** to provide meal service to the **Site**. This program is to be made available daily according to the **Site's** Calendar and is to be supported by Federal Reimbursement on eligible meals served, fees paid by students not eligible for the National School Lunch Program (NSLP) benefit and fees paid for meals by the staff of the **Site** and other adults.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from July 1, 2022 until June 30, 2023 following the Board approved calendar for the **Sites** 2021-2022 school year. The **Sponsor** may provide meals to the **Site** on days the **Sponsor** is closed and the **Site** is open.

D. CONDITIONS OF AGREEMENT:

The **Sponsor's** Child Nutrition Department will provide: NSLP, SBP, Special Milk Program, and After School Snack Program if required. Meals, reimbursable under the single Food-Based Menu Planning (FBMP) meal pattern described in Child and Adult Care Food Programs located at www.isbe.net/nutrition,

1. The **Site** will provide all serving trays and utensil kits needed for service of all approved meals.
2. The **Site** will provide applications for free and reduced-price meals to all households of the **Site** no sooner than 30 days prior to the start of the school year, but not prior to July 1. The **Site** will be responsible for collecting these applications and a copy retained at the **Site** as they are received. The **Site** will be responsible for the processing and file retention of these applications.
3. The **Site** will be responsible for an initial enrollment list of students' names, ID numbers, and birthdates, sorted by student's last name no later than July 1 of each school year for Direct Certification matching. The **Site** will be responsible for an updated list of new enrollments sorted by the student's last name, including ID number and birthdate, to maintain completion of additional Direct Certification matching.
4. The meals will be prepared at the **Site**. The **Site** will allow necessary staff from the **Sponsor** to have direct access to the kitchen for food preparation or for delivery without an appointment and for monitoring purposes without prior notice.
5. The **Site** will maintain applicable health certification and assure that all State and local regulations are being met.
6. The **Sponsor** will ensure that all meals will be served to meet the Federal guidelines for SBP, NSLP, Special Milk Program and After School Snack Program. The **Sponsor** will be responsible for providing a clean, safe and sanitary environment for the service of all meals served at the **Site** and the **Sponsor** will ensure that all Food Service Employees on site will abide by the Children Nutrition Program rules.

7. The **Site** will provide the necessary equipment needed to insure proper handling and storage of food products such as milk coolers, refrigerators and food warmers when necessary. The **Site** will be solely responsible for any and all repairs of this equipment.
8. The **Site** will be responsible for properly counting reimbursable meals using the Point of Service (POS) system as required by the ISBE. A POS is defined as that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price or paid lunch has been served to an eligible child.
9. All cash collected from the Food Service Program will be deposited into the **Site's** bank account.
10. The **Sponsor** agrees to accept USDA Foods from the **Site** and these USDA Foods will only be used in the preparation of meals provided for the **Site**. The **Sponsor** must obtain the USDA Foods at the **Site's** address. The **Sponsor** must credit monthly for the market value set by USDA of all donated foods received for use in the school year. The credit issued by the **Sponsor** for USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled. The **Site** will receive and entitlement of \$6,920.56 and the **Sponsor** agrees to utilize and credit site at least 85% of that value.

The **Sponsor** must ensure that it has a perpetual inventory record maintained on a monthly basis. Failure of the **Vendor** to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA Foods. The **Sponsor** shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

1. It is understood that:

- a) **Sponsor** will invoice the **Site** monthly for the following fixed priced meals:
- b) Reimbursable Breakfast \$1.8560
- c) Reimbursable Lunches \$3.5187
- d) Management Fee Per School \$0.1047
Meal (breakfast and lunch)
- e) A-La-Cart Equivalents Fee \$3.5187
- f) Special Milk Program \$0.2729
- g) **Sponsor** Fee Per School Meal \$0.0200
(breakfast and lunch)

Meal equivalents factor for the **Site** will be the same as the **Sponsor**: 4.1875

- a) All record keeping and filing requirements for the Federal Reimbursement will be the responsibility of the **Site's** Child Nutrition Department. The **Sponsor** will provide monthly reports to assist the site with preparation of the monthly reimbursement claims.
- b) All Federal reimbursements and money collected from non eligible students and adult sales will be the sole property of the **Site**.

c) All students not eligible for meal benefits under NSLP will pay the following rates:

	Elementary	Middle	High
Breakfast	\$1.00	\$1.00	\$1.00
Lunch	\$2.30	\$2.40	\$2.40

d) Adult breakfasts will be provided at a cost of \$1.50 and adult lunches will be provided at a cost of \$3.25 per meal.

e) On days when the **Sponsor's** schools are closed, meals will be available at the **Site** if the site is open.

E. PROVISIONS FOR TERMINATING AGREEMENT:

The Governing Board of either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

Each party certifies that the undersigned has been authorized to enter into this agreement by its Governing Board. This agreement may be cancelled by either party for conflict of interest pursuant to A.R.S. Section 38.511.

Fairfield School District #112
806 N. First St.
Fairfield, IL 62837

St. Joseph School-Olney
520 E. Chestnut St.
Olney, IL 62450

Amy Sager
Governing Board President Signature

Amy Sager
Print Name

6-20-22
Date

Jeff Rosenburg trustee
Governing Board President Signature

Jeffrey Rosenberg trustee
Print Name

Carol M. Potter
Child Nutrition Director

Carol M. Potter
Print Name

6/22/22
Date