



AGENDA

Wisconsin Rapids Public School District - Board of Education

510 Peach Street

Wisconsin Rapids, WI 54494

(715) 424-6701

**Business Services Committee**

John Benbow, Jr., Chairman  
Katherine Bielski-Medina, Member  
Larry Davis, Member  
John A Krings, President

**March 4, 2019**

LOCATION: Board of Education Conference Room A/B

TIME: 6:00 p.m.

- I. Call to Order
- II. Public Comment
- III. Business Services
  - A. Wisconsin School Nutrition Purchasing Cooperative 66.0301 Agreement – Approval
  - B. 2019-20 CESA 5 Agreement for Services – Approval
- IV. Updates and Reports
- V. Agenda Items
- VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at [715-424-6701](tel:715-424-6701), at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling [715-424-6701](tel:715-424-6701).

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda.



**BACKGROUND**

**Business Services Committee**

John Benbow, Jr., Chairman  
Katherine Bielski-Medina, Member  
Larry Davis, Member  
John A Krings, President

**March 4, 2019**

LOCATION: Board of Education Conference Room A/B

TIME: 6:00 p.m.

I. Call to Order

II. Public Comment

III. Business Services

A. Wisconsin School Nutrition Purchasing Cooperative 66.0301 Agreement – Approval

The District has been part of a purchasing cooperative of school districts for the past several years. Elizabeth Severson, Food Service Director, would like to continue the participation in the Wisconsin School Nutrition Purchasing Cooperative for the 2019-20 school year. Fifty-five school districts are expected to participate in the upcoming school year (see Attachment A). Dues for the 2019-20 fiscal year are set at \$300. Middleton Cross Plains Area School District will serve as the fiscal agent for the cooperative.

The Administration recommends that the proposed Wisconsin School Nutrition Purchasing Cooperative 66.0301 Agreement for the 2019-20 School Year be recommended for approval to the Board of Education.

B. 2019-20 CESA 5 Agreement for Services – Approval

Attached as attachment B is a copy of the 2019-20 CESA 5 contract for services. The contract has been reviewed by the Director of Curriculum and the Director of Pupil Services. The contract services are those expected to be needed from CESA for the 2019-20 School Year.

The Administration recommends that the proposed 2019-20 CESA 5 contract for services for the total amount of \$346,958.49 be recommended for approval to the Board of Education.

## Business Services Committee Meeting Background – March 4, 2019

### IV. Updates and Reports

### V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

### VI. Future Agenda Items

Future agenda items of the Business Services Committee include, but are not limited to the following:

- 2019-20 Building Trades House Selection Committee Meeting – April 1, 2018; 5:30 pm

**Wisconsin School Nutrition Purchasing Cooperative Agreement  
(Section 66.0301)**

Pursuant to a resolution adopted by school districts participating in the Wisconsin School Nutrition Purchasing Cooperative (WiSNP Co-op) to cooperatively procure and purchase food and supplies for the member district's Child Nutrition Program(s):

Participating school districts hereby mutually agree, pursuant to Section 66.0301 of the Wisconsin Statutes, to the following conditions:

1. That said parties agree to retain a school nutrition procurement consultant to coordinate the bidding and procurement process for the WiSNP Co-op as hereinafter set forth;
2. That the fiscal agent for the WiSNP Co-op shall be a Member District or a CESA;
3. That the fiscal agent shall maintain necessary records for WiSNP Co-op and establish and maintain financial accounts in accordance with uniform financial accounting systems prescribed by the Department of Public Instruction;
4. That the fiscal agent shall be authorized to pay necessary bills and collect fees;
5. That the proration of costs will be collected through administrative fees from approved vendor agreements based on purchase volume of each participating school district; and annual membership dues;
6. That the estimated budget and plan of operation for this cooperative shall be approved in advance of contract signing by all school district parties hereto;
7. That variations from the budget will require prior approval of all school district parties hereto;
8. That attached hereto and incorporated herein by reference are the authorizing resolution, budget, plan of payments to fiscal agent, and the plan for operation (WiSNP Co-op bylaws).

**School District Signature of Approval**

\_\_\_\_\_  
School District

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Fiscal Agent Signature of Approval**

\_\_\_\_\_  
Middleton Cross Plains Area School District

\_\_\_\_\_  
Fiscal Agent District

*Lori Ames*  
\_\_\_\_\_  
Authorizing Signature

*1-21-19*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

*LORI AMES*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

*Director of Business Services*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**2019-2020 School-Year Proposed Annual Budget  
Wisconsin School Nutrition Purchasing Cooperative**

<b>EXPENSES:</b>	<b>PROPOSED BUDGET</b>
Procurement Consultant and Cooperative Coordinator	\$ 85506
Operational Expenses (Meeting Facility, travel, printing, supplies, advertising)	10,000
Personal Services (Fiscal Agent fee; Liability Insurance; Legal Council)	10,000
	<hr/>
<b>TOTAL EXPENSES</b>	<b><u><u>\$105,506</u></u></b>

<b>REVENUES:</b>	<b>PROPOSED BUDGET</b>
Fees from per case purchases*	\$ 89,006
Membership Dues^	16,500
	<hr/>
<b>TOTAL REVENUE</b>	<b><u><u>\$105,506</u></u></b>

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

^Membership Dues = \$300 per district

# Membership

## Wisconsin School Nutrition Purchasing Cooperative

### 2018-19 SY Member School Districts of the WiSNP Co-op:

- |                                                        |                               |
|--------------------------------------------------------|-------------------------------|
| 1. Abundant Life Christian School/<br>Lake City Church | 28. Milton                    |
| 2. Almond-Bancroft                                     | 29. Mishicot                  |
| 3. Benton                                              | 30. Monona Grove              |
| 4. Brillion                                            | 31. Mosinee                   |
| 5. Cambridge                                           | 32. Mount Horeb               |
| 6. Campbellsport                                       | 33. Necedah                   |
| 7. Cassville                                           | 34. Norwalk-Ontario-Wilton    |
| 8. Clinton                                             | 35. Port Edwards              |
| 9. Cuba City                                           | 36. Potosi                    |
| 10. D C Everest Area                                   | 37. Poynette                  |
| 11. Deerfield                                          | 38. Princeton                 |
| 12. DeForest                                           | 39. Randall Consolidated      |
| 13. Dodgeville                                         | 40. Random Lake               |
| 14. Fall River                                         | 41. Rio                       |
| 15. Hartford Union High School                         | 42. River Valley              |
| 16. Highland                                           | 43. Sauk Prairie              |
| 17. Janesville                                         | 44. Sheboygan Falls           |
| 18. Jefferson School District                          | 45. Slinger                   |
| 19. Kewaskum                                           | 46. St. Joseph's, Hazel Green |
| 20. Lake Mills                                         | 47. Sun Prairie               |
| 21. Lakeside Lutheran High School                      | 48. Valders                   |
| 22. Lodi                                               | 49. Verona                    |
| 23. Lomira                                             | 50. Watertown                 |
| 24. Mayville                                           | 51. Wausau                    |
| 25. McFarland                                          | 52. Wautoma                   |
| 26. Menominee Indian                                   | 53. West Bend                 |
| 27. Middleton-Cross Plains                             | 54. Westfield                 |
|                                                        | 55. Wisconsin Rapids          |

# **Governance & Bylaws of the Wisconsin School Nutrition Purchasing Cooperative**

## **I. PURPOSE**

The purpose of the Wisconsin School Nutrition Purchasing Cooperative (WiSNP Co-op) is to provide quality nutrition products and value-added services so that Member Districts may deliver first-rate nutrition programs for students.

## **II. GOVERNANCE**

- A. Membership is open to Wisconsin school districts with a self-operated, federally funded Child Nutrition Program.
- B. An Advisory Council (Council) comprised of representatives from various sized Member Districts and the fiscal agent district shall be established as a board of directors to make business and organizational decisions for the WiSNP Co-op
- C. A fiscal agent (Fiscal Agent) shall be designated by the Council to manage the WiSNP Co-op funds.
- D. A school nutrition procurement consultant (Consultant) shall be an independent consultant that shall be procured for and contracted by the WiSNP Co-op to carry out the WiSNP Co-op's business.
- E. The WiSNP Co-op shall hold a minimum of three general membership meetings per year with the dates, times, and locations to be set by the Council.
- F. All decisions requiring a vote by the Member Districts or the Council will be by simple majority if a quorum is met.
  - 1. Votes may be cast in person or by approved electronic means. Member Districts may participate by any lawful communication means or in person.
  - 2. Member Districts are granted one vote per district.
- G. The fiscal year of the WiSNP Co-op shall be July 1 to June 30 of the succeeding year.
- H. Director & Officer Liability Insurance will be carried by WiSNP Co-op and the deductible paid by WiSNP Co-op for any claims brought to Council Members.

## **III. MEMBER DISTRICTS**

- A. Member Districts shall be self-operated, federally funded Child Nutrition Programs. The operation of a Member District's Child Nutrition Program must comply with federal and state laws.
- B. All Member Districts shall abide by the WiSNP Co-op's Governing Rules, Policies, and Procedures as adopted.
- C. All Member Districts shall participate in and agree to the WiSNP Co-op's Prime Vendor contract. Member Districts may also participate in optional available RFPs.
- D. Member Districts shall provide the Fiscal Agent, Consultant, and Council information and documentation necessary for the WiSNP Co-op to meet its responsibilities.
- E. When a membership vote is required, only one vote per member district is allowed. If a quorum (51% or more) of the Member Districts are present, a simple majority vote will be conducted for:
  - 1. Adopting governance rules;
  - 2. Approval of policies and procedures;
  - 3. Approval of Prime Vendor RFP award;
  - 4. Fee assessments to cover the WiSNP Co-op operating costs;
  - 5. Election of Council representatives;

- F. Any District may apply to become a member of the WiSNP Co-op.
  - 1. Applications are accepted until October 31 of the prior school-year.
  - 2. The Council has the right to recommend the approval or disapproval of the applicant based on factors such as geographic location and enrollment.
  - 3. If a USDA Foods distribution contract is in force and a new member is applying during this contract's existence, its membership may require the contracted distributor's approval.
- G. A current Member District may be terminated upon determination that the Member District no longer meets membership criteria as determined by the Council. A Member District whose membership has been terminated by the Council has the right to appeal the termination decision to the Member Districts at the next regularly scheduled membership meeting.
- H. Requests for termination of participation in the WiSNP Co-op may be made in writing with at least thirty-(30) calendar days' notice. No refunds of participation fees will be made. Terminated members may not apply to participate in the WiSNP Co-op until the next bidding cycle.
- I. It is the Member District's responsibility to have the specific contract(s) approved by the member's Board of Education (or other governing body as appropriate) to meet the State and Federal procurement requirements.
- J. All Member Districts shall pay the annual membership fee set by the Council by July 31. Invoice will be sent by the Fiscal Agent.
- K. It is every Member District's responsibility to actively manage its USDA Foods including ordering, distribution, processing, and inventories.
- L. Each Member District must maintain internet and email access and is responsible to report contact changes to the Consultant.

#### **IV. ADVISORY COUNCIL**

- A. The Council shall consist of two representatives from each of the three Member District sizes – small (<1000), medium (1001-5000), and large (>5000). Member Districts shall elect council members from the corresponding district-size. The Fiscal Agent district will also serve on the Council.
- B. Each Council member shall serve a two-year term. A temporary extension of a Council member's term may be requested to complete a project or initiative.
- C. Council members shall be unpaid. Council members shall be reimbursed for expenses incurred to attend Council meetings.
- D. The Council has the following responsibilities:
  - 1. The Council shall serve as a point of contact for Member Districts;
  - 2. The Council shall review and take action on comments and concerns presented to the Council by Member Districts, Consultant, Fiscal Agent, and/or Vendors;
  - 3. The Council shall review and propose changes to the bylaws, policies, and procedures for the WiSNP Co-op;
  - 4. The Council shall review and approve WiSNP Co-op budget;
  - 5. The Council shall set annual membership fees;
  - 6. The Council shall set general membership meetings dates, times, locations, and agendas;
  - 7. The Council shall conduct performance and pricing audits of awarded vendors as coordinated by the Consultant;
  - 8. The Council shall create WiSNP Co-op sub-committees as deemed necessary.
- E. The Council shall meet a minimum of twice a year or as needed.



## **V. FISCAL AGENT**

- A. The Fiscal Agent has the following responsibilities:
  1. The Fiscal Agent shall serve as custodian of all WiSNP Co-op fiscal, membership, and other records in accordance with applicable law and retain those records on behalf of the Member Districts until the WiSNP Co-op dissolves. The Fiscal Agent shall provide such records only upon request of the Member Districts and Council;
  2. The Fiscal Agent shall operate in accordance with the budget adopted by the Council and with applicable law;
  3. The Fiscal Agent shall maintain separate and distinct administrative, accounting, auditing, budgeting, reporting, and record keeping systems for the management and operation of the WiSNP Co-op;
  4. The Fiscal Agent shall cooperate with any audits by regulatory agencies required of the Member Districts.
  5. If Member District annual dues are deemed necessary, the fiscal agent shall bill, receive, and record said dues.
- B. All discounts, rebates, and applicable credits received by the Fiscal Agent on behalf of Member Districts must be returned to the Member District's nonprofit school food service account.
- C. All funds generated in excess of expenses shall stay with the WiSNP Co-op and its Member Districts.
- D. Administrative cost overruns and uncontrollable costs exceeding what was budgeted shall be reviewed by the Fiscal Agent, Council and Consultant to determine the nature and extent of the costs. The Council shall determine if and how the costs will be allocated among the Member Districts.
- E. The Council may hire an auditor to review all financial records to ensure compliance with state and federal regulations and verify fiscal responsibility.

## **VI. SCHOOL NUTRITION PROCUREMENT CONSULTANT**

- A. A school nutrition procurement consultant (Consultant) will be properly procured for and contracted by the WiSNP Co-op.
- B. With Council oversight, the Consultant is responsible for writing, issuing, evaluating, and approving all bid documents related to the WiSNP Co-op's business and ensuring that all purchasing and bidding activities adhere to state and federal statutes and purchasing regulations;
- C. The Consultant shall see that all orders and resolutions of the Council are carried into effect.
- D. The Consultant shall have the authority to sign all certificates, contracts, and other instruments on behalf of the WiSNP Co-op;
- E. The Consultant shall inform Council members and Member Districts of pertinent WiSNP Co-op business transactions;
- F. The Consultant shall plan and convene regular Council and WiSNP Co-op meetings, gather agenda items, publish agendas and ensure minutes of each meeting are recorded and disseminated. Planning additional education sessions and/or food shows for WiSNP Co-op may also be required.
- G. The Consultant shall provide other duties necessary to responsibly manage the business affairs of the WiSNP Co-op with the best interest of every Member District in mind.

Original Adoption: May 11, 2017

Revised: December 8, 2017; May 9, 2018

## **USDA Non-Discrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

(2) fax: (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.



CESA 5 Contract for the 2019-2020 School Year  
 Wisconsin Rapids School District

SUMMARY OF AGREEMENTS FOR SERVICE BETWEEN  
 THE SCHOOL DISTRICT AND COOPERATIVE EDUCATIONAL SERVICE AGENCY 5

Amounts listed are based on current information & projected services to special education students in your school district.  
 Adjustments will be made when final information is available.

		2019-2020		
		Quantity	Projected Cost	
<b>General Services</b>	GS01 - District Membership Fee		2,420.49	
	GS02 - Driver's Education	Student FTE	0.00	
<b>Instructional Services</b>	<i>School Improvement Services (SI)</i>			
	SI01 - School Improvement Services (Curr. & Instr.)		2,700.00	
	SI02 - Curriculum Specialist	Days	0.00	
	SI03 - Coaching and Mentoring Consortium		0.00	
	SI04 - Title III Consortium		0.00	
	<i>Career and Technical Education (CT)</i>			
	CT01 - Career and Technical Education Council		0.00	
	CT02 - Career and Technical Education Leadership		0.00	
	<i>Safe and Healthy Schools (SH)</i>			
	SH01 - Safe and Healthy Schools Consortium		0.00	
	<b>Educational Technology</b>	ET01 - Instructional Technology Support Service (ITSS)		0.00
	<b>Technical Support</b>	TS01 - Technology Support Specialist	Days	0.00
<b>Coordinated Services</b>	CS01 - Coordinated Services for Districts	Days	0.00	
<b>Business Services</b>	SB01 - School Business Administration and Support	Days	0.00	
<b>Other Services</b>			0.00	

Comments:

Key: FTE = Full Time Equivalent  
 UOS = Unit of Service

See Page 2 for Special Education & Alternative Education Services

If you need clarification or additional information, please contact us at (608) 745-5400.



Wisconsin Rapids School District

SUMMARY OF AGREEMENTS FOR SERVICE BETWEEN  
THE SCHOOL DISTRICT AND COOPERATIVE EDUCATIONAL SERVICE AGENCY 5

2019-2020		
Quantity		Projected Cost

**Special Education**

SP01 - Assistive Technology Specialist		650.00
SP02 - Special Ed. Instructional Materials Center (SEIMC)		0.00
SP03 - Audiology	694 UOS	30,536.00
SP04 - Autism Support Specialist		0.00
SP05 - Classroom for the Intellectually Disabled	Student FTE	0.00

SP06 - Early Childhood Classroom	Days	0.00
SP07 - Educational Sign Language Interpreter	FTE	0.00
SP08 - Classroom for the Deaf & Hard of Hearing	Student FTE	0.00
SP09 - Teacher for the Deaf & Hard of Hearing	1,269 UOS	54,567.00
SP10 - Occupational Therapy	UOS	0.00

SP11 - Orientation & Mobility	111 UOS	5,883.00
SP12 - Physical Therapy	114 Days	68,500.00
SP13 - School Psychology Services	Days	0.00
SP14 - SEEDS4Schools Software Support		0.00
SP15a - Special Education Leadership	Days per Week	0.00
SP15b - Special Education Fiscal Support & Mentoring		

SP16 - Speech and Language Therapy	Days	0.00
SP17 - Virtual Special Education Secretary	Days	0.00
SP18 - Classroom of the Visually Impaired	Student FTE	0.00
SP19 - Teacher of the Visually Impaired	834 UOS	44,202.00
SP20 - Virtual Speech Services		0.00

**Alternative Education**

AE01 - Reach Academy for Elementary	Student FTE	0.00
AE02 - Columbia/Marquette Adolescent Needs (COMAN)	Student FTE	0.00
AE03 - Juneau County Alternative Programs (JCAP)	Student FTE	0.00
AE04 - Sauk County Adolescent Needs (SCAN)	Student FTE	0.00
AE05 - Wood County Alternative School (WCAS)	5.00 Student FTE	137,500.00
AE06 - Waupaca County Alternative Program (WCAP)	Student FTE	0.00
AE07 - Waupaca County Alt. Program - Elementary (WCAP-E)	Student FTE	0.00
AE08 - Project SEARCH at Kalahari	Student FTE	0.00

**Other Special Education Services**

		0.00
		0.00
		0.00
		0.00

Page One Subtotals		5,120.49
Page Two Subtotals		341,838.00

<b>TOTALS</b>		<b>\$346,958.49</b>
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Comments:

Key: FTE = Full Time Equivalent  
UOS = Unit of Service



**CONTRACT FOR COOPERATIVE EDUCATIONAL SERVICES**

This agreement is made between the Board of Control of Cooperative Educational Service Agency 5 (CESA 5) and the Local Education Agency (LEA)/School District.

CESA 5 has been authorized to provide services to school districts on a cooperative basis and has been authorized to enter into and approve service contracts with local school districts, county boards of supervisors, and other cooperative educational service agencies as provided in Chapter 116, Wisconsin Statutes.

CESA 5 hereby agrees to provide the LEA services performed by legally qualified personnel for the school year or portions thereof as follows:

**2019-2020 SCHOOL YEAR (JULY 1, 2019 - JUNE 30, 2020)**

Services and estimated costs for services are provided as listed on the Summary of Agreements for Service.

CESA 5 agrees to forward federal and/or state funds, which are due the LEA, as soon as possible after the receipt of said funds.

Some billings from CESA 5 will be based on estimated costs. If billing is based on estimated costs, the last billing shall reflect the final cost of the service.

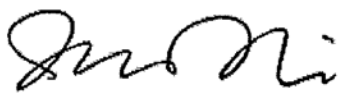
The LEA agrees to reimburse CESA 5 for its proportionate share of costs of the services provided under this contract including, but without limitation because of enumeration, unemployment compensation, litigation expense, collective bargaining, and monetary awards by courts and agencies as per Section 116.03(4).

Unless the LEA gives written notice to CESA 5, no later than ninety days prior to the end of this contract term, that this contract is not to be renewed as to one or more of the above listed services, CESA 5 shall have the option to renew the LEA's current contract for the following school year.

**For the District of:**

**For CESA 5:**

\_\_\_\_\_  
School District Name

  
Secretary - CESA 5 Board of Control

\_\_\_\_\_  
Authorized Signature

Date: January 30, 2019

\_\_\_\_\_  
Title of Authorized Signer

Date: \_\_\_\_\_, 2019