



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  
Troy Bier, Member  
John A Krings, President

**February 3, 2020**

LOCATION: Board of Education Conference Room A/B

TIME: Immediately following the Educational Services Committee Meeting, but no earlier than 6:30 p.m.

- I. Call to Order
- II. Public Comment
- III. Business Services
  - A. Wisconsin School Nutrition Purchasing Cooperative 66.0301 Agreement – Approval
  - B. Chef Ann Foundation – Get Schools Cooking Award – Approval
  - C. Floor Finish Supply Bid – 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

Wisconsin Rapids Public School District - Board of Education

510 Peach Street

Wisconsin Rapids, WI 54494

(715) 424-6701

## Business Services Committee

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**February 3, 2020**

LOCATION: Board of Education Conference Room A/B

TIME: Immediately following the Educational Services Committee Meeting, but no earlier than 6:30 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 Messerli, 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. Chef Ann Foundation – Get Schools Cooking Award – Approval

Elizabeth Messerli, Food Service Director, will be present to update the committee on a program to develop menus using less processed foods. The program assists schools with transitioning from using heat and serve processed food products to preparing meals using whole foods. See attachment B for copy of signed Agreement.

The Administration recommends that the proposed award from the Chef Ann Foundation valued at approximately \$168,966 along with an additional opportunity for a systems assistant grant of \$35,000 for the Food Service Department, be recommended for approval to the Board of Education.

C. Floor Finish Supply Bid – Approval

Attachment C lists results from the 2019-20 Floor Finish Supply Bid.

The Administration recommends that the purchase of 2019-20 Floor Finish Supplies as listed be recommended for approval to the Board of Education.

## Business Services Committee Meeting Background – February 3, 2020

### 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:

- 2020-21 Building Trades House Selection Committee Meeting – April 6, 2020; 5:30 pm



**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.



## PROGRAM AGREEMENT

### Get Schools Cooking: Fourth Cohort

This Program Agreement (Agreement) dated the 17<sup>th</sup> day of January, 2020 between Chef Ann Foundation (CAF), a nonprofit corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code representing Get Schools Cooking (GSC), and Wisconsin Rapids Public Schools (District) outlines the expectations and timeline under which CAF shall provide the District with in-kind services under the program name Get Schools Cooking (GSC). All related expenses including workshop travel, assessment and strategic planning costs will be provided, valued at approximately \$168,966, with the additional opportunity of a \$35,000 systems assistance grant.

#### GET SCHOOLS COOKING DESCRIPTION

Chef Ann Foundation's Get Schools Cooking (GSC) program is for school districts that are planning to or are currently transitioning their food service operations from heat and serve processed foods to whole foods that are cooked from scratch. Food service directors and their teams are guided through a structured process in an intensive three-year operational program. A primary component of the program is an assessment of the District's current operations. This is a key step towards enriching and building a stronger food service program because it allows the District to identify opportunities and challenges to accomplishing its food service department's goals.

GSC works with selected districts through a program that includes 1) a workshop for food service directors; 2) on-site assessment resulting in a report of findings and recommendations; 3) on-site assessment debrief with District leadership followed by a strategic planning session; 4) virtual and on-site technical assistance to help District address assessment recommendations; 5) evaluation of district progress including interviews and data collection in partnership with the Gretchen Swanson Center for Nutrition; 6) application process for additional \$35,000 cash grant upon completion and/or progress in steps 1-5.

#### DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

District agrees to participate in GSC including all the following activities and services:

- 1. Directors Workshop – Boulder, Colorado (February 26-28, 2020):** District will participate in the Directors Workshop, which provides the foundational strategies for accomplishing a transition to a whole foods based, scratch-cooked meal program model. It will target food, finance, facilities, human resources, and marketing. Each district may have two (2) employees attend the workshop. The appropriate attendees are the director of food services and one other key management position in the food service department or supervisory administrative staff member from the district.

- 2. Multi-Day On-site Assessment and Technical Assistance (dates determined in collaboration with District):** GSC consultants will visit District to observe and assess food services' day-to-day operations and processes. District will actively support the assessment process by providing access and records to GSC consultants. Records will include public and confidential food service department information and district data covering the areas of: human resources, financial records, accounting practices, procurement, warehouse and delivery, meal counts, eligibility and enrollment data and other information as required (See Exhibit A). GSC Consultants will schedule a conference call with the District eight weeks prior to the scheduled assessment to discuss the data/document request process. District will provide the requested documents via a Dropbox folder (provided by the GSC consultants) to the consultant team no later than three weeks prior to the scheduled on-site assessment. The assessment visit also includes observation visits to all district food service facilities (production kitchens, warehouses, schools) and meetings with key District personnel and District stakeholders. Post-visit analysis will result in a report of findings and recommendations that will be used as a basis for the strategic planning session and technical assistance.
- 3. On-site Assessment Debrief Presentation and Strategic Planning (date to be determined in collaboration with District):** District will participate in a debrief presentation followed by a strategic planning session. The debrief is a high-level overview of the findings of the assessment. The typical attendees for the debrief session are the superintendent, the food service director's supervisor, director of business or CFO, director of human resources, and the food service director. The district may also include other stakeholders, as they see fit, like the assistant superintendent of education, school site principals or board members. Immediately following the debrief, the food service director, their supervisor and others (depending on the district) will participate in a strategic planning session that focuses on the recommendations and next steps identified in the assessment. The session will be led by GSC consultants.
- 4. Technical Assistance:** Post Strategic Planning, GSC will provide both virtual and on-site technical assistance to District. District will participate in quarterly TA calls for two years with CAF School Food Operations Specialist to discuss key actions taken in prior quarter and goals for the next quarter. On-site support will be determined based on the needs of the district and assessment recommendations. District must use TA hours and on-site support within two years of the Strategic Planning Session or they will be forfeited.
- 5. Two Years Progress and Program Evaluation:** District will participate in baseline and follow-up interviews with the Gretchen Swanson Center for Nutrition to collect qualitative data and progress in addressing assessment recommendations. Qualitative data collection typically consists of multiple interviews at each key point in time due to the amount of content needed to cover. District must also provide requested data annually for two years following the Strategic Planning Session. This is an essential and required piece of the GSC program.

- 6. Media, Promotion and Publication:** District confirms ownership of all rights in and to the materials submitted with the application and used in program evaluations (“Materials”). By submission of such Materials to Chef Ann Foundation (“CAF”), hereby (i) grant to CAF the perpetual, non-exclusive, worldwide right and license to use the Materials for any and all purposes in connection with CAF’s mission and the Get Schools Cooking program, including, without limitation, as part of CAF social media initiatives and in CAF publications; and (ii) consent to being added to CAF’s email newsletter distribution list, understanding that District can opt out of receiving the newsletters at any time.

## **RESPONSIBILITIES OF GET SCHOOLS COOKING**

**Program Expenses:** Program will cover the following costs:

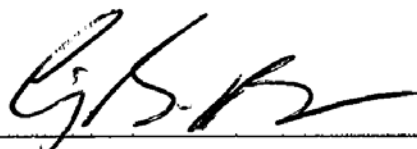

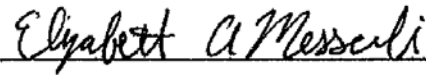
- a. Travel expenses and accommodations for two District personnel to attend the Director’s Workshop will be provided via a reimbursement process.
- b. Fees and expenses for assessment will be provided.
- c. Fees and expenses for debrief and strategic planning will be provided.
- d. Fees and program costs for follow-up virtual and on-site technical assistance will be provided.
- e. Fees and expenses for evaluations will be provided.
- f. Upon completion of workshop, assessment and strategic planning, as well as progress in utilizing technical assistance and completing evaluation requirements, District will be invited to apply for a one-time \$35,000 systems assistance grant.

### **2. Program Timeline:**

- a. District data collection process will be timed according to the assessment schedule and will begin with a phone consultation with GSC consultants.
- b. Workshop in Boulder, CO will be on February 26<sup>th</sup>, 27<sup>th</sup> and 28<sup>th</sup> 2020.
- c. District on-site assessment will be scheduled individually with each district according to consultant availability and logical travel planning according to geographic location.
- d. District on-site assessment debrief presentation and strategic planning will be scheduled individually with each district according to consultant availability and logical travel planning according to geographic location.
- e. Virtual and on-site technical assistance will occur following District’s strategic planning session and must be utilized within two years. On-site visits will be scheduled individually with each district according to consultant availability and logical travel planning according to geographic location.
- f. District will apply for systems assistance grant within 12 months post strategic planning.
- g. District will participate in baseline and follow-up progress reports, complete evaluations, and provide outcome data annually for two years.

**3. Program Term:** The Term of this Agreement shall be for up to three years, which include two years of progress and program evaluation. Should the food service director of District leave during the time period of this agreement, it is the District and new leadership's responsibility to carry out agreement terms in their absence. The term may conclude earlier, however, if a party hereto is in breach. Meaning a party 1) fails or refuses to perform its duties or fulfill its responsibilities in accordance with the Agreement; or 2) fails to substantially and materially comply with the essential terms of this Agreement and fails to cure its breach within thirty (30) days of written notification by the other party stating with specificity the alleged breach or default. Notice will be void if the alleged breach is remedied within that period.

PROGRAM AGREEMENT SIGNATURE PAGE

<b>School District Name:</b> Wisconsin Rapids Public Schools	<b>Chef Ann Foundation</b>
<b>Address:</b> 510 Peach Street Wisconsin Rapids, WI 54494	<b>Address:</b> 5445 Conestoga Ct. Suite 150 Boulder CO 80301
<b>Superintendent Name:</b> Craig Broeren	<b>Chief Operating Officer:</b> Mara Fleishman
<b>Superintendent Signature:</b> 	<b>CEO Signature:</b> 
<b>Date:</b> 1/17/19	<b>Date:</b> 1/8/2020
<b>Food Service Director Name:</b> Elizabeth Messerli	
<b>Food Service Director Signature:</b> 	
<b>Date:</b> 1/17/2020	

