

INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF  
ARLINGTON HEIGHTS SCHOOL DISTRICT NO. 25  
COOK COUNTY, ILLINOIS  
AND  
THE BOARD OF EDUCATION OF  
PROSPECT HEIGHTS SCHOOL DISTRICT NO. 23  
COOK COUNTY, ILLINOIS  
FOR  
FOOD SERVICES

THIS AGREEMENT (“Agreement”), is made this **1<sup>st</sup> day of August, 2019**,  
By and between the Board of Education of Arlington Heights School District No. 25,  
Cook County, Illinois (“District 25”) and the Board of Education of Prospect Heights  
School District No. 23, Cook County, Illinois (“District 23”).

Witnesseth

WHEREAS, District 25 and District 23 are authorized to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq.* providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois: and

WHEREAS, District 25 and District 23 are authorized by the School Code of Illinois, 105 ILCS 5/10-22.26, to maintain and operate a school lunch program in accordance with the applicable regulations of the State Board of Education and agencies of the United States Government; and

WHEREAS, subject to the terms set forth below, District 25 agrees to operate a school lunch program consisting of bulk lunches and ala carte food items to MacArthur Middle School, and a lunch program for all students in Betsy Ross Elementary, Eisenhower Elementary and Sullivan Elementary.

NOW, THEREFORE, in the consideration of the mutual covenants herein contained and each and every act to be performed hereunder by either of the parties hereto, District 25 and District 23 agree as follows:

1. **TERMS OF MEAL SERVICE.** District 25 will provide meal service to the schools on the full school days established on the District 23 School Board approved annual calendar. Meal service will begin on the first full day for students in August 2019, and continue until the last full student attendance day in June 2020. In the event that the District 23 school calendar is extended beyond this date due to the use of emergency day(s), District 25 agrees to provide meals for these days, provided that District 23 pays District 25 the additional labor charge for these days.

2. **BULK LUNCH REQUIREMENTS.** District 25 will prepare bulk lunches which when served in the designated portion, will meet all meal pattern requirements of the National School Lunch Program and will include the appropriate servings of meat/meat alternate, vegetables /fruits and grains. The meal will also include all appropriate condiments and an occasional bonus item intended to add additional interest and/or calories to the meals.
3. **MEAL PREPARATION.** Meals will be prepared at District 23 MacArthur Middle School according to printed menus, a copy of which will be supplied to the District 23 Business Office no later than two weeks in advance of service to allow adequate time to disseminate copies to parents in each school.
4. **DAILY NUMBER OF MEALS REQUIRED.** The number of meals prepared by District 25 will be based on a daily forecast for the MacArthur School and on a pre-ordered amount for the grade centers called in daily to the kitchen. Due to the variety of food items offered there may be times that a certain item is not available.
5. **MEAL CHARGES AND INVOICES.** District 25 will accept cash on location and deposit that money into District 23 accounts. **District 23 will pay District 25 for all milk, bread, fruits and vegetables, and groceries as billed from the distributors, along with labor and benefits. In addition, District 23 will pay the greater of 5% or \$1,460 per month for management fees and the greater of 7% or \$1,980 per month for administrative fees.**
6. **USDA COMMODITIES.** District 23 agrees to supplement the per-meal cash payment by sharing all donated USDA commodities at no cost to District 25 for use in meals prepared and served in District 23 only.
7. **FIELD TRIP LUNCHES.** Scheduled field trips must be reported to District 25 five days (5) prior to the date so the kitchen can reduce the amount of food prepared. Lunches required for field trips must be ordered at least 5 days in advance.
8. **EQUIPMENT MAINTENANCE.** District 23 will be responsible for maintaining/replacing equipment including POS equipment and licensing agreements that are being considered. District 23 will also be responsible for preventative maintenance on equipment located in the kitchen that can be performed by a district employee. District 25 employees will call service companies only **after notifying District 23 maintenance personnel** and any repair costs will be covered by District 23.
9. **ADDITIONAL EQUIPMENT.** District 23 will provide equipment needed to serve bulk hot lunches on lunch trays. District 23 will be responsible for

providing any additional electric or gas needed, **if new equipment is mutually agreed upon**. District 23 will assume responsibility to safeguard equipment during off hours of operation, over holidays and summer months. District 23 will be responsible to install any equipment as required by local health department regulations.

10. **NATIONAL SCHOOL LUNCH PROGRAM STATUS.** District 23 will become a National School Lunch Program Sponsor for the Schools in District 23 and District 25 will be responsible for all paperwork and communications incumbent on that status - will be split as follows:
  - a. The Annual Application for Participation in National School Lunch and Food Distribution Programs. **D25**
  - b. The Renewal Certification of Agreement and Policy Statement. **D25**
  - c. The monthly USDA Commodities Communications. **D25**
  - d. Free and Reduced Price Meal Applications and all necessary processing and communications to households. **D23**
  - e. Monthly Claims for Reimbursement. **D25**
  - f. Audits. **D25**
  
11. **REQUEST FOR OPEN COMMUNICATIONS.** District 25 requests that a short meeting be scheduled monthly with the Principal/Asst. Principal and Food Service Staff working in each building along with the Director from District 25.
  
12. **ADDITIONAL SERVICES.** District 25 will accommodate when possible request for additional services which could include but not be limited to; catering for meetings, kindergarten snack programs, food for before and after school programs. Additional labor charges would apply to these programs and will be included in the end of month billing.
  
13. **INSURANCE.** District 25 agrees to purchase from and maintain in a company or companies lawfully authorized to do business in the State of Illinois, Comprehensive General Liability insurance coverage with combined single limits of at least \$1,000,000.00 on a per occurrence basis (**or comparable coverage as part of a self-insurance pool**), governing all liability arising out of this agreement. **District 23 is to be named as an additional insured and to be provided with a copy of the certificate of insurance.**
  
14. **INDEMNIFICATION.** District 23 and District 25 shall indemnify, release and hold harmless each other, including their respective Board Members, employees and agents, in their individual and official capacities, from and against any and all claims, demands, liabilities, injuries, or causes of action, including but not limited to, reasonable attorney's fees, costs and expenses of litigation, to the extent the indemnifying party's negligent conduct or willful

misconduct, or that of its employees or that of its employees or agents, related to the food services provided in accordance with the Agreement causes damage to property or injury, illness, or death to persons.

15. **DEFAULT.** In the event that one party believes the other to be in default under this Agreement, that party acting through its Superintendent, shall notify the other party in writing and allow that party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured, the party having sent the notice of default may terminate this agreement by serving written notice on the other party effective ten (10) days after receipt of the notice by the other party. No waiver of any default shall be implied by the failure of either party to give notice of default, and no express waiver shall affect any other default except this one specified in the waiver.
16. **NO ASSIGNMENT.** Neither party may assign any rights or duties under this Agreement without the written consent of the other party.
17. **NOTICES.** All notices to the parties to this agreement shall be made by certified mail to the addresses below.

Arlington Heights School District No. 25  
1200 S. Dunton Ave.  
Arlington Heights, IL 60005

Prospect Heights School District No. 23  
700 North Schoenbeck Road  
Prospect Heights, IL 60070

18. **SUCCESSORS.** This Agreement shall be binding upon the successors of the parties respective Boards.
19. **HEADINGS.** The Agreement heading and all paragraph headings are for quick reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this Agreement.
20. **AMENDMENTS.** No modifications or amendments or waiver of any provision hereto shall be valid and binding unless in writing and signed by both parties.
21. **COMPLETE UNDERSTANDING.** This Agreement sets forth all the terms, conditions, agreements and understandings between District 25 and District 23 relative to the subject matter hereof and there are no agreements or conditions, oral or written, expressed or implied, between them other than as herein set forth.

22. **GOVERNING LAW.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws and State of Illinois.
23. **EFFECTIVE DATE.** The effective date of the Agreement is **August 1, 2019, pending approval.**

Arlington Heights School District 25  
RCTDS – District 25  
050160250020000

Prospect Heights School District 23  
RCTDS – District 23  
050160230020000

Coletta Hines-Newell  
Food Service Director  
Arlington Heights School District 25  
1200 S. Dunton Avenue  
Arlington Heights, IL 60005  
847-758-4904  
[chinesnewell@sd25.org](mailto:chinesnewell@sd25.org)

Dr. Don Angelaccio  
Superintendent  
Prospect Heights School District 23  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070  
847-870-3850  
[dangelaccio@d23.org](mailto:dangelaccio@d23.org)

Location Sites

MacArthur Middle School-Breakfast/Lunch  
Eisenhower Elementary-Breakfast/Lunch  
Betsy Ross Elementary-Breakfast/Lunch  
Anne Sullivan Elementary-Breakfast/Lunch

SIGNATURE PAGE FOR INTERGOVERNMENTAL COOPERATION AGREEMENT

Board of Education  
Arlington Heights  
School District No. 25  
Cook County, Illinois

Board of Education  
Prospect Heights  
School District No. 23  
Cook County, Illinois

By: 

By: \_\_\_\_\_

Attest: 

Attest: \_\_\_\_\_

Date: 3-14-19

Date: \_\_\_\_\_