

February 22, 2017

**AUTHORIZE SCHOOL FOOD SERVICE AGREEMENTS WITH CPS-AUTHORIZED
CHARTER SCHOOL OPERATORS****THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Authorize school food service agreements with CPS-authorized charter school operators at no additional cost to the Board. As a school food authority, Chicago Public Schools is permitted by ISBE and USDA regulations to provide food services to other school food authorities by agreement. CPS charter school operators may choose to incorporate their charter school into CPS' School Food Authority and purchase their school meal program through CPS. In such cases, written school food authority agreements are required. Written school food service agreements will be negotiated each school year with each charter school operator. Information pertinent to these school food service agreements is stated below.

CHARTER SCHOOLS: CPS-authorized charter schools
needing school food services for their students

OVERSIGHT: Office of Innovation and Incubation
42 W. Madison Street, 3rd Floor
Chicago, IL 60602
Phone: 773-553-1530
Contact Person: Mary K. Bradley, Executive Director

USER DEPARTMENT: Nutrition Support Services
42 W. Madison Street, 1st Floor
Chicago, IL 60602
Contact Person: Leslie Fowler, Executive Director

BACKGROUND: Providing food services to all CPS students, regardless of whether they are in a charter school or a CPS-operated school is a key function of Chicago Public Schools. As a school food authority, Chicago Public Schools is permitted by ISBE and USDA regulations to provide food services to other school food authorities by agreement. In order to receive reimbursement from ISBE, CPS must enter into separate agreements with each charter school operator each year to determine who will seek reimbursement for the meals provided according to the current federal reimbursement rate and submit these agreements to ISBE's Nutrition and Wellness Programs Division for approval. The agreements will also address that the charter school operator will cover any actual expenses that CPS incurs in providing the food that exceed the federal reimbursement rate.

TERM: Each school food service agreement shall be for no more than one school year, July 1 through June 30, or any part of that time, during the term of the respective Charter School Agreement. School food service agreements may be extended upon mutual agreement of the parties and upon approval from ISBE's Nutrition and Wellness Programs Division.

AUTHORIZATION: Written school food service agreements will be negotiated each school year with charter school operators without further requiring further Board approval. Authorize the General Counsel to include relevant terms and conditions in the written school food service agreements and any extensions. Authorize the President and Secretary to execute the written school food service agreements and any extensions.

LSC REVIEW: Approval of Local School Council is not applicable to this report.

FINANCIAL: If a Charter School is their own School Food Authority: the Board shall be reimbursed by each Charter School for school food services to their students at a per meal rate in accordance with applicable state and federal regulations. The price to be reimbursed to the Board by the Charter School shall be at the current fiscal year's federal free reimbursement rate per meal.

If a Charter School is not their own School Food Authority: the Board shall be reimbursed by ISBE for school food services provided to Charter School students at a per meal rate in accordance with applicable state and federal regulations.

Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY17 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

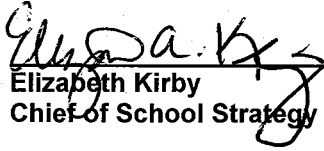
Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.


Approved for Consideration:


Elizabeth Kirby
Chief of School Strategy and Planning

Approved:


Forrest Claypool
Chief Executive Officer

Approved as to Legal Form: 


Ronald L. Marmer
General Counsel