



Wisconsin School Nutrition Purchasing Cooperative

DATE: March 9, 2023

TO: Member District of the Wisconsin School Nutrition Purchasing Cooperative

FROM: Advisory Council of the Wisconsin School Nutrition Purchasing Cooperative

SUBJECT: 2023-24 SY Agreement

The attached packet for the Wisconsin School Nutrition Purchasing Cooperative (WiSNP Co-op) includes:

1. Resolution
2. 66.0301 Agreement (sign and return)
3. Proposed Annual budget for WiSNP Co-op
4. Membership Listing
5. Governance and Bylaws of the WiSNP Co-op

NOTE:

1. The Resolution should be presented to your school board for approval
2. The 66.0301 Agreement must be signed and returned to:
WiSNP Co-op, MCPASD,
2130 Pinehurst Drive, Middleton, WI 53562 or agundeck@mcpasd.k12.wi.us

For the 2023-24 SY, the annual dues are set at \$300 per school district. Middleton Cross Plains Area School District will serve as the fiscal agent for WiSNP Co-op. The Procurement Consultant and Cooperative Coordinator agreement is with Melby Consulting for the 23/24 school year.

If you have any questions, please feel free to contact any of the current Advisory Council members:

Adam Dunnington, Deerfield School District, dunningtona@deerfield.k12.wi.us

Angie Stluka, Benton School District, anstluka@benton.k12.wi.us

Monica Glorioso, Hartford Union School District, monica.glorioso@huhs.org

Laticia Baudhuin, DC Everest Area School District, lbaudhuin@dce.k12.wi.us

Lizzie Messerli, Wisconsin Rapids School District, Elizabeth.messerli@wrps.net

Sarah Tomaszewicz, Oregon School District, setomaszewicz@oregonsd.net

Amy Jungbluth, Middleton Cross Plains, ajungbluth@mcpasd.k12.wi.us; Fiscal Agent

Resolution

Wisconsin School Nutrition Purchasing Cooperative

Whereas the School Districts as listed in this document desire to enter into a cooperative relationship to (1) reduce their respective costs in purchasing food, beverages, supplies, and USDA Foods processing, storage and transportation services for use in the school district's Child Nutrition Program(s) for the school year and beyond, and (2) to educate district representatives with regard to ongoing Child Nutrition Program challenges and regulations, and (3) to make the most efficient use of power by enabling them to cooperate with each other on a basis of mutual advantage;

Be it, and it is hereby resolved that the member districts of the Wisconsin School Nutrition Purchasing Cooperative shall share the fees for a procurement consultant and cooperative coordinator, plus reasonable and necessary expenses, through administrative fees paid through approved vendor agreements and through membership dues, pursuant to section 66.0301 of the Wisconsin Statutes.

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

Fiscal Agent Signature of Approval

School District

Authorizing Signature

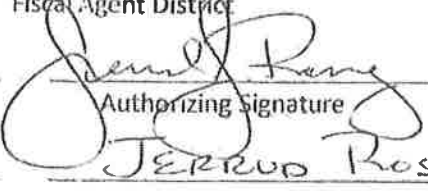
Date

Printed Name

Title

Middleton Cross Plains Area School District

Fiscal Agent District



Authorizing Signature

3-10-2023

Date

JERRON ROSSING

Printed Name

Assistant Superintendent
of Operations

Title

2023-24 School Year Proposed Annual Budget

Wisconsin School Nutrition Purchasing Cooperative

Expenses:

Procurement Consultant and Cooperative Coordinator	\$87,248
Operational Experiences	7,000
Training/Strategic Plans & Initiatives	5,000
Personal Services (Fiscal Agent; Insurance; Legal Council)	<u>6,500</u>
Total Expenses	\$105,748

Revenues:

Fees from per case purchases*	\$100,000
Interest	800
Membership Dues**	<u>17,700</u>
Total Revenue	\$118,500

*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

2023-24 SY Member School Districts of the WISNP Co-op

- | | |
|--------------------------------------|--|
| 1. Adams Friendship | 31. Milton |
| 2. Almond Bancroft | 32. Mishicot |
| 3. Benton | 33. Monona Grove |
| 4. Big Foot Union High School | 34. Mosinee |
| 5. Brillion | 35. Mount Horeb |
| 6. Cambridge | 36. Necedah |
| 7. Campbellsport | 37. Norwalk Ontario Wilton |
| 8. Cassville | 38. Oregon School District |
| 9. Cuba City | 39. Port Edwards |
| 10. D C Everest Area | 40. Potosi |
| 11. Deerfield | 41. Poynette |
| 12. DeForest | 42. Princeton |
| 13. Dodgeville | 43. Randolph |
| 14. East Troy | 44. Random Lake/St Johns
Sherman Center |
| 15. Fall River | 45. Rio |
| 16. Fort Atkinson | 46. River Valley |
| 17. Hartford Union High School | 47. Sauk Prairie |
| 18. Highland | 48. Sharon Community Schools |
| 19. Janesville | 49. Sheboygan Falls |
| 20. Jefferson School District | 50. Slinger |
| 21. Johnson Creek | 51. Sun Prairie |
| 22. Kewaskum | 52. Valders |
| 23. Lake Mills | 53. Verona |
| 24. Lakeside Lutheran High
School | 54. Watertown |
| 25. Lomira | 55. Wausau |
| 26. Marshfield | 56. Wautoma |
| 27. Mayville | 57. West Bend |
| 28. McFarland | 58. Westfield |
| 29. Menominee Indian | 59. Wisconsin Rapids |
| 30. Middleton Cross Plains | |

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 leverage the purchasing power of all Member Districts, regardless of size, to procure quality products and services for the benefit of their School Nutrition Programs.

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 three-year term. Council members will serve as Co-chairs during their third 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; Jan 7, 2020; Jan 8, 2021, March 2022, March 2023

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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, 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.

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