



## School Nutrition Program Joint Agreement Contract

A joint agreement is required when a School Food Authority (SFA) will administer School Nutrition Programs (SNP), and any other child nutrition programs listed on page 2 of this agreement, for another school (referred to as "Site" in the joint agreement) that is legally separate from the SFA and is eligible to participate in SNP.

- This template must be used for the joint agreement.
- Meals served at the school qualify to be claimed for program reimbursement if (1) a joint agreement is in effect and (2) the school is an approved site on the SFA's application to the Minnesota Department of Education (MDE) to participate in the applicable child nutrition program(s).
- While this joint agreement is in effect, the school may not participate in or claim reimbursements for the program(s) independently from the SFA.

The SFA is responsible under its program agreement with MDE for ensuring that program requirements are met at the school including accurate meal counts taken at the point of service. The SFA is responsible for fiscal and other corrective actions taken concerning program operations at the school.

*Instructions for completing Section I:* Information in Section I must be complete in order to meet program requirements. Section I provisions may not be changed except for information required to be inserted.

*Instructions for completing Section II:* Information in Section II may be provided as needed to specify operational requirements. The SFA and school may change, add to, or delete Section II provisions as long as Section II does not conflict with Section I.

### Section I

The SFA and Site must provide all requested information in Section I.

#### Identification of Parties, Term and Renewals, Cancellation

A. \_\_\_\_\_ Cyber-Linked Interactive Child Nutrition System (CLiCS) ID \_\_\_\_\_ agrees to provide food service meeting SNP requirements, and meeting the requirements for any other child nutrition programs indicated on page 2 of this agreement to

\_\_\_\_\_ CLiCS Site ID Number \_\_\_\_\_ for the period of \_\_\_\_\_ through \_\_\_\_\_ in accordance with this agreement and regulations for the applicable program(s). Site agrees to meet program requirements that are applicable to site operations so that SFA can meet the costs of providing meals by claiming SNP meal reimbursements.

- B. This agreement may be renewed for additional years, if mutually agreed to by SFA and Site, for up to four (4) program years following the initial agreement period indicated above. SFA must annually provide MDE with a copy of the renewal document for the agreement to document that Site continues to be eligible to be a site on SFA's program application.
- C. Either party may cancel this agreement by notifying the other party with:
- Thirty (30) days written notice
  - Other – specify: \_\_\_\_\_

## Meal Requirements

- D. SFA will provide the following types of SNP meals and/or milk that conform to the meal pattern or milk requirements for the following U.S. Department of Agriculture (USDA) programs:
- School Breakfast (7 CFR 220)
  - School Lunch (7 CFR 210)
  - Afterschool Care Snack (7 CFR 210)
  - Milk Programs (Special Milk Program\* and/or Minnesota Kindergarten Milk Program)

\* School Milk Program (SMP) reimbursement may be claimed only for milk served to groups of children who do not have access to program meals.

- E. Meals will be provided:
- As unitized (individual) meals
  - In bulk quantities, accompanied by written instructions provided by SFA listing the planned portion size to be served of each food component needed to meet meal pattern requirements.

Describe any additional requirements for meals/milk:

- F. If applicable, indicate additional USDA child nutrition programs for which meals will be provided and specify which meal/snack services will be provided for each program:
- Child and Adult Care Food Program (7 CFR 226)
  - Summer Food Service Program (7 CFR 225)
- G. SFA will be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of delivery.

## Substitutions and Modifications for Medical or Special Dietary Needs

- H. SFA will substitute food or beverage items or modify food items for qualifying students as required by federal and state law and SFA policies. Neither SFA nor Site may charge any additional amounts to students for substitutions or modifications.
1. Substitutions or Modifications for Students with Disability – Federal Requirement  
SFA will provide substitutions to, or modifications of, meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician’s statement must identify the student’s disability, the major life activities affected by the disability, the food or foods to be omitted from the student’s diet, and the food or choice of foods that must be substituted. The statement must be signed and dated by the physician and maintained on file.
  2. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement  
SFA will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent’s request must be maintained on file.
  3. Meal Substitutions for Students without Disability (Optional)  
 If this box is checked, SFA has established a policy as allowed by SNP regulations to offer meal substitutions for students who do not have a disability but who are unable to eat the regular meals due to medical or special dietary needs. SFA will provide substitutions for students who do not have a disability upon the written request of a recognized medical authority (physician, physician’s assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor). The request must specify the food or foods to be omitted from the student’s diet, the food or choice of foods that must be substituted, be signed and dated by the recognized medical authority, and be maintained on file.
  4. Non-Dairy Fluid Milk Substitutes (Optional)  
 If this box is checked, SFA has established a policy as allowed by SNP regulations to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow’s milk to students with a medical or other special dietary need. SFA will provide non-dairy fluid milk substitute(s) in accordance with SFA’s policy. A request for a non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student’s diet, be signed and dated by the parent/legal guardian or a medical authority (physician, physician’s assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet SNP standards for non-dairy fluid milk substitutes.

## Meal Counts

- I.  SFA /  Site will take daily counts at the point of service of the number of reimbursable meals served by category (free, reduced-price and paid) to eligible children, and the number of meals served to adults. If Site takes meal counts, Site will accurately report meal counts to SFA. SFA is responsible for submitting claims for reimbursement to MDE and maintaining documentation to support the claim.

Describe any additional requirements for meal counts:

## Collection of Meal Payments

- J.  SFA /  Site is responsible for the collection of money and/or the sale of meal pre-payments to students and adults.
- K. Meal payments will be deposited into SFA's nonprofit food service fund. All payments received under this agreement and all expenditures made by SFA in connection with this agreement will be paid from this fund.

Describe any additional requirements for collection of meal payments:

## Free and Reduced-Price Meals

- L. SFA and Site will coordinate procedures as necessary to provide free and reduced-price meals to eligible children and ensure that children are not discriminated against because of their inability to pay the full price of the meal. Responsibility for free/reduced-price meal application procedures:
- Distribution of free/reduced-price meal applications  SFA  Site
  - Approval and verification of free/reduced-price meal applications  SFA  Site
  - Providing administrative review appeal of termination or reduction of benefits  SFA  Site

Describe any additional requirements for free and reduced-price meals procedures:

## Health and Sanitation

- M. SFA and Site agree that federal, state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported at appropriate temperatures and free of contamination.

Describe any additional requirements for health and sanitation:

## Record Keeping

- N. SFA agrees to maintain all records applicable to this agreement for a period of three years after the end of the federal fiscal year to which they pertain, including records of meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA-donated commodities.
- O. SFA and Site agree to make books and records pertaining to SNP operations at Site available to representatives of MDE, the USDA, and the U.S. General Accounting Office at any reasonable time and place.

Describe any additional requirements for record keeping:

## Monitoring

- P. Prior to February 1 of the school year that this agreement is in effect, SFA will perform an on-site review of the lunch counting and claiming system at Site. If the review discloses problems with meal counting or claiming procedures, SFA will ensure that Site implements corrective action and SFA will conduct a follow-up on-site review in accordance with 7 CFR 210.8(a)(1).

## Section II

Section II provisions may not conflict with Section I provisions.

## Ordering and Delivery

- Q. Describe how Site will notify SFA in advance for number of meals needed (include minimum timeline for notification; whether notified by phone or other method; minimum timeline for increase or decrease to order):

- R. By \_\_\_\_\_ each day food is prepared, meals will be:

- Delivered by SFA to Site.
- Ready for pickup at SFA's site.
- Other – describe: \_\_\_\_\_

Site will provide a calendar of the days that meals are required.

Describe any additional procedures for ordering and delivery:

## Labor

- S. SFA or Site is responsible for providing labor, as indicated:

<b>SFA</b>	<b>Site</b>	<b>Labor</b>
<input type="checkbox"/>	<input type="checkbox"/>	Employee(s) for meal service—number of employees:
<input type="checkbox"/>	<input type="checkbox"/>	Additional servers if necessary to accommodate meal schedules
<input type="checkbox"/>	<input type="checkbox"/>	Cashier
<input type="checkbox"/>	<input type="checkbox"/>	Supervision
<input type="checkbox"/>	<input type="checkbox"/>	Clean-up of kitchen
<input type="checkbox"/>	<input type="checkbox"/>	Other—describe:

The party providing each type of labor is responsible for the expense of the labor, unless otherwise indicated.

## **Equipment and Supplies**

T. Responsibility for equipment and supplies:

<b>SFA</b>	<b>Site</b>	<b>Equipment and Supplies</b>
<input type="checkbox"/>	<input type="checkbox"/>	Trays
<input type="checkbox"/>	<input type="checkbox"/>	Serving spoons and tongs
<input type="checkbox"/>	<input type="checkbox"/>	Eating utensils
<input type="checkbox"/>	<input type="checkbox"/>	Condiments
<input type="checkbox"/>	<input type="checkbox"/>	Disposable supplies
<input type="checkbox"/>	<input type="checkbox"/>	Safe transportation containers*
<input type="checkbox"/>	<input type="checkbox"/>	Equipment**

\*Specify SFA and/or Site responsibilities for cleaning and transportation of containers:

\*\*Specify equipment – oven, refrigerator, cooler, serving counter, etc. – and describe responsibilities for equipment:

## Student and Adult Meal Prices

U. The following meal prices will be in effect during the term of this agreement:

Meal	Children Elementary/Secondary	Adult
Breakfast (paid)	/	
Lunch (paid)	/	
Lunch (reduced-price)	/	
Milk	/	
Other (describe)	/	

Meal charges may be updated as needed during the agreement.

V. Additional provisions at option of SFA and Site: **An administrative per-meal-served fee of \$.25 will be charged to the site monthly. The site will pay for their own food service license fee annually.**

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

**SFA:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

Telephone: \_\_\_\_\_

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

**Site:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

Telephone: \_\_\_\_\_

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