



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 Site qualify to be claimed for program reimbursement if (1) a joint agreement is in effect and (2) Site 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, Site 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 Site, 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 Site.

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 Site 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. The contract may be renewable for additional one-year periods, if mutually agreed to by SFA and Site, for up to four one-year contracts after the original contract. Annually the SFA must provide and upload a copy of the renewal document through CLICS to confirm the Site continues to be eligible as a site on SFA's program application.
- C. Either party may cancel this agreement by notifying the other party with:
- ☐ Sixty (60) days' written notice
 - ☐ Other – specify: _____

Meal Requirements

- D. SFA will provide the following types of SNP meals, including milk, that conforms to the meal pattern and/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)

* Special 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. Site will notify SFA substitute food or beverage items or modified 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 a Disability – Federal Requirement
 2. Site will notify SFA of substitutions to, or modifications of, meals as required by federal law for students with a disability, including the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted.
 3. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement
 4. SFA will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 upon notice by Site: 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.
 5. Meal Substitutions for Students without Disability (Optional)

____ If this box is checked, Site has established a policy as allowed by SNP regulations to offer meal substitutions for students who do not have a disability but are unable to eat the regular meals due to medical or special dietary needs. Site will notify SFA of the food or foods to be omitted from the student's diet and the food or choice of foods that must be substituted.
 6. Non-Dairy Fluid Milk Substitutes (Optional)

____ If this box is checked, Site 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. Site will notify SFA of the substitution requirements.

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 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
 - Nonpublic SFAs participating in the School Nutrition Programs are required to upload student enrollment data into the Cyber-Linked Interactive Child Nutrition System (CLiCS) at least three times per year to determine if any students can be directly certified. New direct certification information is available in CLiCS around the middle of each month. Nonpublic schools with a September – June academic calendar should plan to directly certify students before the first day of school, in late November, and in late February.

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 used by 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:

SFA	Site	Labor
_____	_____	Employee(s) for meal service—number of employees:
_____	_____	Additional servers if necessary to accommodate meal schedules
_____	_____	Cashier
_____	_____	Supervision
_____	_____	Clean-up of kitchen
_____	_____	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:

SFA	Site	Equipment and Supplies
___	___	Trays
___	___	Serving spoons and tongs
___	___	Eating utensils
___	___	Condiments
___	___	Disposable supplies
___	___	Safe transportation containers*
___	___	Equipment**

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

**Specify SFA and/or Site additional financial responsibilities:

***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	Students Elementary/Secondary	Adult
Breakfast	/	
Lunch	/	
Snack	/	
A la carte Milk	/	
Other (describe)	/	
Other (describe)	/	
Other (describe)	/	

Charges outside the scope of this contract must be procured and invoiced separately.

Site has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Site may deny the charge. Site may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the SFA's account. Site will notify SFA of the short payment to the invoice with unallowable charges or obligation to pay which vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Site's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

V. Additional provisions at option of SFA and Site:

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: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

(2) **fax:** (833) 256-1665 or (202) 690-7442; or

(3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.