



## 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. Stillwater Area Public Schools #834 Cyber-Linked  
Interactive Child Nutrition System (CLiCS) ID 1000004047 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 St. Croix Catholic School  
CLiCS Site ID Number 1000004295 for the period of 7/1/24  
through 6/30/26 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:

Meals will be prepped, cooked and served onsite using offer vs serve.

- 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:

SFA will install a POS system to track all meals for reimbursement.

## 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:

SFA will use online system to collect money through school cafe as well as accept cash/checks at site. SFA will enter money into fund.

## 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): SFA will have onsite cook manager batch cooking so will not need to provide number in advance

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

- Delivered by SFA to Site.
- Ready for pickup at SFA's site.
- Other – describe: cooked and served onsite to meet the school's schedule

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Employee(s) for meal service—number of employees: 3
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Additional servers if necessary to accommodate meal schedules
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cashier
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Supervision
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Clean-up of kitchen
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other—describe: cafeteria/table clean up, kitchen floors sweep/mop, garbage removal

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

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

Site will be billed for any smallwares/equipment that will be the property of site.

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

Refrigerator, freezer, oven, dishwasher, steamer. SFA will keep equipment clean and call for service. Site will be responsible for financial repairs/replacement.

## 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)	0 / 0	2.75
Lunch (paid)	0 / 0	5.50
Lunch (reduced-price)	0 / 0	5.50
Milk	.55 / .55	5.50
Other (describe)	/	

Meal charges may be updated as needed during the agreement.

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:** Stillwater Area Public Schools ISD 834

Marie Schrul \_\_\_\_\_ Exec Director of Finance

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

Telephone: (651) 351-8321 \_\_\_\_\_

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

site: St. Croix Catholic School

Sister Maria Ivana, O.P. \_\_\_\_\_ Principal

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

Telephone: (651) 439-5581 \_\_\_\_\_

Signature: *Sister Maria Ivana O.P.* \_\_\_\_\_ Date: 7.3.24

## **Stillwater Area School District ISD #834 and St. Croix Catholic School 2024-25 & 2025-26**

This Agreement dated July 1, 2024 between St. Croix Catholic School, (hereinafter called SCCS) and Stillwater Area Public Schools ISD 834 (hereinafter called ISD 834) authorizes that the ISD 834 shall be retained by SCCS to provide meals for the period of July 1, 2024 through June 30, 2026, in accordance with the following conditions:

### **Meal Requirements and Meal Service**

1. ISD 834 will provide breakfast, lunch and extra milk. Meals will be available as offer vs serve as agreed upon.
2. All meals provided and claimed for reimbursement by the ISD 834 shall conform to the minimum meal pattern requirements of the U.S. Department of Agriculture (USDA) and rules for selling extra milk.
3. ISD 834 shall be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of service.
4. Federally mandated on-site reviews will be conducted by ISD 834's Nutrition Services Admin Staff by February of each year. SCCS and ISD 834 are required to follow the established Hazard Analysis Critical Control Point (HACCP) Plan to maintain the highest degree of food safety and sanitation.

### **Delivery and Ordering**

1. SCCS shall provide a calendar of the days meals are required to ISD 834.

### **Health and Sanitation**

1. ISD 834 and SCCS agree that the state and local health and sanitation requirements will be met at all times.
2. All food will be properly stored, prepared and served at appropriate temperatures and free of contamination in accordance with the Hazard Analysis Critical Control Point (HACCP) Plan.
3. SCCS will apply for and pay for the MN Food & Beverage License yearly.

### **Equipment and Smallwares**

1. ISD 834 will order all necessary smallwares and bill to SCCS.
2. SCCS is responsible for the purchasing, upkeep and repairs of all kitchen equipment.

### **Record Keeping**

1. ISD 834 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. This includes records of meal counts, menus, food purchases, quantities prepared and the use of USDA donated commodities.
2. SCCS agrees that the books and records pertaining to the School Nutrition Program(s) will be made available to representatives of the Minnesota Department of Education - Food and Nutrition Service and the USDA, and the US General Accounting Office at any reasonable time and place.
3. ISD 834 will be responsible for processing the SCCS's free and reduced price meal applications.
4. ISD 834 will be responsible for the mailing and notification letters to each household submitting an application. Procedures will be set up so that children approved for free and reduced price meals will not be discriminated against because of their inability to pay full student price of the meal.
5. ISD 834 staff will take daily counts using Primera Edge at the point of service of the number of



reimbursable free, reduced price, and paid meals served to eligible children, the number of adult meals served, the number of a la carte items sold and the extra one-half pints of milk used.

6. ISD 834 will be responsible for submitting claims to the Food and Nutrition Service, Minnesota Department of Education for meal reimbursements via CLiCS and for maintaining all required records needed to meet its responsibilities under its School Nutrition Programs Agreement.

**Receipts and Billing**

1. Children and adult meal charges will follow that of ISD 834 meal charges.
2. The collection of money and/or the sale of meal/a la carte pre-payments to students and adults shall be the responsibility of ISD 834.
3. The money collected shall be deposited into ISD 834 revenue. All payments received under this Agreement and all expenditures made by ISD 834 in connection with this Agreement shall be paid from such fund.
4. Negative student balances will be reimbursed by SCCS annually.
5. In the event the Nutrition Services program experiences an annual loss, SCCS will reimburse ISD 834 the annual loss.

**Building Support and Supervision**

1. Student conduct and supervision will be the responsibility of SCCS.
2. SCCS is responsible for custodial support as it relates to sweeping and mopping floors, cleaning café floors and tables as well as garbage removal in the kitchen and cafe.

**Expense reimbursement**

1. ISD 834 shall be reimbursed by SCCS for all small wares that are purchased.
2. ISD 834 shall be reimbursed for indirect support in the form of a supervisor, dietitian, clerical support, human resources, payroll and accounts payable staff in the amount of \$10,000.00 for 2024-2025 & \$10,300.00 for 2025-2026.

**Non-Performance Cancellation Rights/Renewal**

1. Either party may cancel this Agreement with thirty days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duty authorized representatives as of the day and year written above.

Stillwater Area Public Schools ISD 834	St. Croix Catholic School
Name: Ms. Marie Schrul	Name: <i>Sister Maria Wana OP.</i>
Signature:	Signature: <i>Sister Maria Wana OP.</i>
Date:	Date: <i>7-3-24</i>
Telephone: 651-351-8321	Telephone: <i>651-437-5581</i>