

SPONSOR to SCHOOL Food Service Agreement

Use this form for Sponsor to School, Sponsor to Attendance Center or other school outside of district.

This agreement is made between the parties named below authorizes the School Food Authority (SFA) to claim reimbursement meals in the Montana Agreement Payment System (MAPS) for meals served to students enrolled at the recipient school as a stand-alone site or district elementary under the administering SFAs agreement to operate the federal child nutrition programs. The terms and conditions of the agreement include provisions for meals pricing, how parties will fully cooperate, work in good faith, and mutually assist each other in the performance of this Agreement.

Name of Sponsoring SFA: Browning Public School Food Service Program	
MAPS Sponsor Number: 0400	MAPS Vendor Number:
Name of Recipient School or Attendance Center: De La Salle Blackfeet School	
Name of Claim Site: Browning Elementary School (BES)	

This agreement was entered into on May 28, 2025 for the duration of one (1) school year beginning August 20, 2025 and ending June 5, 2026.

This agreement may not exceed one year term.

The sponsoring School Food Authority hereinafter will be referred to as **SFA** and the **Recipient** school, stand-alone school or attendance center will be referred to as **Recipient**.

This agreement was entered by and between the **SFA** and the **Recipient** for the purpose of the **SFA** to **provide and/or claim meals** or snacks in the following Child Nutrition Programs on behalf of the **Recipient**:

- ☒ Lunch served under the
 - ☒ National School Lunch Program
 - ☐ Summer Food Service Program
- ☒ Breakfast Served under the
 - ☒ School Breakfast Program
 - ☐ Summer Food Service Program
- ☒ Snack served under the
 - ☒ After school Snack program
 - ☐ Fresh Fruit and Vegetable Program

Check One:

- ☐ The **Recipient** will prepare meals and/or snacks on-site at the stand-alone facility or attendance center. **SFA** will claim meals and provide administrative support.
(Section D of this agreement is not applicable)
- ☒ The **SFA** will claim and provide meals and/or snacks for the Recipient from:
Browning Elementary School (BES)
(Enter school kitchen facility in which meals will be prepared)

The Recipient is: Check One:

- ☒ School or SFA outside of the district
- ☐ Attendance Center/Colony School within the district

Both parties hereby agree to adhere to the following conditions:

SECTION A: ELIGIBILITY

1. The Recipient must meet the eligibility requirements to participate in the federal child nutrition programs, if at any point the Recipient becomes ineligible, they will notify the SFA and the SFA must drop the Recipient from participation under their sponsorship.
2. The SFA will claim reimbursement from MT OPI for all meals served to students enrolled in the Recipients meal program(s). The SFA may only claim reimbursement for complete meals or snacks served to students in accordance with each child's eligibility benefit status, at the allowable rate per program per day. If reimbursement is denied as a direct result of the failure of the Recipient to comply with the provisions of this contract, the Recipient shall assume responsibility for the amount denied.
3. The SFA will conduct the free and reduced-price meal application process including the distribution, review, and approval of applications for Recipient site(s). The SFA will provide the Recipient accurate and current eligibility roster of students and their eligibility benefit status, updating any changes as they may occur. The SFA will conduct the annual verification process, as well as any eligibility verifications for cause and will notify the recipient of any finding or changes needed.
4. Once approved by MT OPI, the term of the agreement is eligible for one (1) year as indicated above. Either party may terminate this agreement for cause with 10 days' written notice. The SFA must provide written notification to MT OPI.
5. The SFA will retain signature authority on its Office of Public Instruction Program Agreement, Free and Reduced-Price School Meal Application, Claim for Reimbursement, and non-profit Food Service Fund.
6. The Recipient will conform to the rules and regulations of the SFAs Program Agreement with the MT Office of Public Instruction and will comply with all applicable federal and state regulations.

SECTION B: MEAL PREPARATION AND FOOD SAFETY

7. The SFA will prepare ☐
(enter SFA or Recipient) (enter prepare and/or provide)
meals or snacks. All meals/snacks will be planned and prepared according to the relevant USDA child Nutrition Program regulations (i.e. lunches and afterschool snacks per 7 CFR Part 210; and breakfasts per 7 CFR Part 220). All meals/snacks will meet the requirements as specified in the regulations.
8. The SFA will prepare meals and snacks in the BES
(enter SFA or Recipient) (name of school site)
kitchen located at Browning Elem. School. This preparation site will maintain the
(address of kitchen site)
appropriate state and local health certifications for the facility.
9. The SFA and Recipient must develop a written food safety program that covers any facility or part of a facility where food is stored, prepared, or served. Both parties will be responsible for following the Food Safety program and HACCP plan(s). 7 CFR 210.13(c)
10. The SFA and Recipient will maintain applicable health certification and food safety training for its employees; a food service license for any facility in which meals are prepared; and any other state, county or city health licenses as required for the duration of the contract. 7 CFR 210.13(a)
11. The SFA and Recipient (if meals are prepared at recipient location) shall obtain a minimum of two food safety inspections during each school year conducted by a State or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report to a member of the public upon request. Sites participating in more than one child nutrition program shall only be required to obtain two food safety inspections per school year if the nutrition programs offered use the same facilities for the production and service of meals. 7 CFR 210.13(b)
12. All Employees of the SFA and Recipient will adhere to annual Civil Rights training and professional development training standards as set forth by job title and hours worked in association with the food service programs. Training must be documented for all child nutrition program related employees. **See Exhibit G**

SECTION C: MEAL COUNTING AND CLAIMING

13. The Recipient ☐ will collect point of service meal counts. Point of Service
(enter SFA or Recipient)
means that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced price, or paid lunch has been served to an eligible child. Daily and monthly meal counts will be collected for claiming purposes. Both parties are responsible for completing meal counting and claiming training requirements.

14. The SFA has oversight of meal counting and claiming and will assume responsibility for any overclaims identified during a review and reimburse MT OPI if any errors are found.
15. The SFA and Recipient will maintain food production records indicating food produced, portion size, quantity prepared, and recipe number or product description. Information for nutrient analysis, including standardized recipes, nutrition fact labels, and Child Nutrition (CN) labels must be on file with the SFA. This information is required to support its claim for reimbursement and any reviews related to meals meeting menu requirements.
16. Offer vs Serve (OvS) will be implemented
- ☒ YES
- ☐ NO

If Yes, describe how OvS will be implemented: OVS at Lunch; All 5 components will be offered. Student must take 1/2 c fruit/and vegetable, and minimum of 3 components. OVS Breakfast; 4 components will be offered, student must pick 3 different food items.

17. At least two types of milk must be offered to children at contracted meals – 1% unflavored, skim flavored/unflavored, low-fat flavored/unflavored. One choice must be unflavored. Lactose-free milk is an acceptable skim or low-fat unflavored choice
18. Menu: In the event the Recipient school does not follow the SFAs menu for meals prepared on-site at stand-alone facility or attendance center, the Recipient will provide a 21-day cycle menu as part of the agreement. If a 21-day cycle menu is not provided the recipient may provide a monthly calendar of planned meals to the SFA for meal pattern requirement oversight. **See Exhibit H**
- Check one:**
- ☒ The recipient will follow the SFA planned calendar menu
- ☐ Recipient to provide 21-day cycle menu or planned calendar menu to SFA.
19. The SFA is responsible for the Annual Self – Review documentation for the Recipient site. Documentation is due annually in February for all sites, to be held on file as part of the administrative review requirement. The SFA may monitor the Recipient through periodic on-site visits to comply with this regulation. **See Exhibit C**
20. The SFA and Recipient will make all related records available, for a period of three years from the date of the final payment under the contract, for inspection and audit by representatives of the Office of Public Instruction, USDA and the U.S. General Accounting Office at any reasonable time and place. If audit findings have not been resolved, the records will be retained beyond the three-year period as long as required for resolution of issues raised by the audit.

SECTION D: MEAL SERVICE

Check One and follow instructions

- ☒ SFA is preparing/providing meals and delivering to recipient site, **fill out #21-29**
☐ Recipient is preparing/providing meals at an on-site location, **proceed to Section E**

21. The SFA will deliver to the recipient unitized meals/snacks with adequate servings to meet the requirements for the number of meals/snacks ordered.
22. Payment shall not be made for any meals that do not meet requirements of NSLP Part 210.10, SBP Part 220.8, and SFSP Part 225.16 of the Regulation, are spoiled or unwholesome at the time of delivery or service, are delivered or served outside of agreed upon time, or do not otherwise meet the requirements of this Agreement.
23. The SFA will provide all equipment necessary to transport meals and snacks to Recipient.
24. The SFA will provide a monthly menu calendar. Menus must be reviewed, and changes made as necessary to ensure the NSLP meal patterns are met.
25. The Recipient will communicate (by way of email or phone) an accurate lunch order to the SFA by 10:00 AM each day. The Recipient will notify the SFA of any increase or decrease in the number of meals ordered no later than 10:00 AM each day.
26. The SFA will transport the meals from the preparation site to the (enter SFA or Recipient) delivery site. Meals will be delivered by 7:30 AM. The meals will be transported in containers that maintain safe temperatures and prevent contamination.
27. The SFA will provide the transport containers. The Containers will (enter SFA or Recipient) be cleaned and sanitized by the SFA . (enter SFA or Recipient)
28. The Recipient ☐ will furnish the serving trays, silverware, serving utensils etc (enter SFA or Recipient)
- These items will be sanitized by the Recipient ☐ (enter SFA or Recipient)
29. Employees of the Recipient ☐ will serve meals/snacks. Servers will be (enter SFA or Recipient) responsible for setting up the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen and cleaning off dining tables. The SFA will provide portioning instructions to the Recipient when applicable.

SECTION E: MEAL MODIFICATIONS FOR SPECIAL DIETS

30. Substitutions or modifications to meals for students with a disability that restricts their diet will be provided. SFA or Recipient is responsible in obtaining the Special Diet Statement for the student that is required for SFA to claim program reimbursement for the meals.
31. Fluid Milk and Non-Dairy Milk: All fluid milk served in the Program must be pasteurized fluid milk which meets State and local standards for such milk, have vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards for such milk. Lactose-free and reduced-lactose milk that meet the fat content and flavor specifications for each age group may also be offered. Fluid milk must also meet the requirements shown in **Exhibit B**

SECTION F: PROCUREMENT AND RESOURCE MANAGEMENT

32. The SFA and Recipient agree to adhere to the procurement standards set forth in Section 210.21 of the NSLP regulations, OMB Circular 7 CFR 200.317-326.
33. The SFA and Recipient shall comply with the Buy American provision and purchase, to the maximum extent practicable, domestic commodities or products according to 7 CFR 210.21(d) **Exhibit E**
34. If the SFA is eligible to receive USDA Foods entitlement, The SFA may transfer the fair share of the USDA entitlement to the Recipient to be utilized in preparation and serving of applicable meals in Child Nutrition programs at the stand-alone site or attendance center.

All USDA foods remain the responsibility of the SFA and must adhere to all USDA Foods regulations and requirements. **See Exhibit E to determine fair share**

35. Both Parties shall comply with Resource Management and will make all related records available, for a period of three years from the date of the final payment under the contract, for inspection and audit by representatives of the Office of Public Instruction, USDA and the U.S. General Accounting Office at any reasonable time and place. Expenditures of nonprofit school food service revenues shall be in accordance with the financial management system established by the State agency. No exchange of reimbursement funds is permissible from the non-profit school food service account. See 7 CFR 210.14(a)-(c) and 7 CFR 210.19(a)

SECTION G: FEE STRUCTURE

36. Meal charges are based on the vending SFA recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable. Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices. Competitive quotes are not needed when SNP meals are obtained from another SFA. The SFA and Recipient may directly negotiate meal prices without additional, competitive quotes.

37. Invoicing Check One:

- ☒ The SFA will submit to the Recipient itemized invoices for meals and snacks provided by the SFA. The fees shall be established on a fixed price per meal basis for the actual cost of producing meals and snacks. Payments will be collected from participating children and adults, by way of state, federal reimbursements and paid meal prices established in this agreement. The Recipient will submit payment to the SFA on or before the 30th day of the following month. Fee structure worksheet to be attached with agreement. **See Exhibit A**
- ☐ The Recipient will submit to the SFA itemized invoices for meals and snacks prepared and served by the Recipient. The invoices will reflect the agreed upon fixed price per meal as established in this agreement. The SFA will submit payment to the Recipient on or before the day of the following month. All documentation must be submitted to SFA from Recipient to support claims. No payment will be made for meals served without proper documentation. **See Exhibit A**

The established and agreed upon fixed price per meal fees for SY 25-26 are as follows:

National School Lunch Program School Breakfast Program Afterschool Snack Program	Paid Meal Pricing Elementary	Paid Meal Pricing High School
<input checked="" type="checkbox"/> Breakfast	\$2.37	\$2.37
<input checked="" type="checkbox"/> Lunch	\$4.45	\$4.45
<input checked="" type="checkbox"/> Afterschool Snack	\$1.21	\$1.21
<input type="checkbox"/> Special Milk or Extra Milk	\$	\$
<input checked="" type="checkbox"/> Adults (Lunch/Breakfast)	\$6.00 /4.00	\$6.00 /4.00
<input type="checkbox"/> SFSP	\$	\$
<input checked="" type="checkbox"/> Lunch	\$	\$
<input checked="" type="checkbox"/> Breakfast	\$	\$
<input checked="" type="checkbox"/> Snack		

Invoices will be for the number of meals and snacks provided each month according to the agreed upon meal prices and student eligibility status established at the beginning of each school year.

CONTRACT TERMS AND CONDITIONS

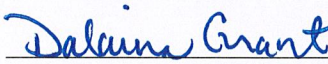
38. With the exception of payment obligations for prior performance under this agreement, neither the SFA nor the Recipient will be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.
39. This contract may be terminated by either party for cause or by mutual agreement between parties.
40. The SFA may terminate this contract for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to provide periodic information/statements or failure to maintain quality of service at the level satisfactory to the Contractor.

All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Director of Food Services or Authorized Representatives

In witness whereof, the parties hereto have executed this agreement as of the date and year first written above.

SIGNATURES:

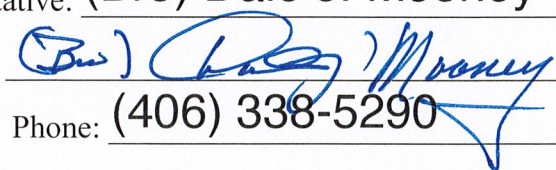
Name and Title of SFA Authorized Representative: Dalaina Grant

Signature of SFA Authorized Representative: 

Email: dalainag@bps.k12.mt.us Phone: (406) 338-7952

Date: 5/28/25

Name and Title of Recipient Authorized Representative: (Bro) Dale J. Mooney

Signature of Recipient Authorized Representative: 

Email: brodale@dlsbs.org Phone: (406) 338-5290

Date: 5-28-25

DATE OF BOARD APPROVAL: June 10, 2025

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.