

School Nutrition Programs

Joint Agreement Between a School Food Authority and a Legally Separate Site

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

SFA is responsible, under its program agreement with MDE, for ensuring that all SNP requirements are met at the Site, including accurate meal counts taken at the point of service. SFA is also responsible for fiscal and other corrective actions taken concerning program operations at the Site. By entering into a joint agreement, SFA takes on responsibility for Site just as if Site was a school within its legal authority. SFA will be held responsible by the Minnesota Department of Education (MDE) and the United States Department of Agriculture (USDA) for any SNP non-compliance at Site. If SFA is unwilling to engage in the level of oversight and responsibility this requires for Site, SFA should not enter into a joint agreement.

Additional key concepts to remember about use of a joint agreement:

- *This template must be used for such an agreement to meet program requirements.*
- *Meals served at Site qualify to be claimed for program reimbursement only if: (1) a joint agreement is in effect; and (2) Site must be listed, and an approved site to participate in the applicable SNP, on SFA’s application to the Minnesota Department of Education (MDE).*
- *While a joint agreement is in effect, Site may not participate in, or claim reimbursements for, the SNP independently from SFA.*

Instructions for Completing Section I: Information in Section I must be complete 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 specified as needed to identify operational requirements between SFA and Site. SFA and Site may change, add to, or delete Section II provisions if the provisions of Section II do not ultimately conflict with the provisions of Section I.

Section I

Identification of Parties, Term and Renewals, Cancellation

- A. School Food Authority (SFA) _____ [Cyber-Linked Interactive Child Nutrition System (CLiCS) Identification Number: _____] agrees to provide oversight and food service meeting the requirements of the federal regulations for the school and other child nutrition programs indicated in Sections I.F. and I.H. of this Agreement to (Site) _____ [CLiCS ID No. _____].
- B. This Agreement shall be in effect for the period of _____ through _____.
- C. This Agreement has four renewal options of additional one-year periods, if mutually agreed to by SFA and Site. Any renewal will use an agreement renewal template provided by MDE. Annually SFA must provide and upload a copy of the renewal document through CLiCS to confirm Site continues to be eligible as a site on SFA's program application.
- D. If either party commits a material breach, the non-breaching party may terminate this Agreement for cause by giving 60 days' written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Agreement.
- E. SFA and Site may only terminate this Agreement without cause or for convenience if both parties mutually agree to terminate the Agreement.

Meal Requirements

- F. SFA will provide the following types of SNP meals that conform to the meal pattern and/or milk requirements for the following programs [*check all that apply*]:

School Breakfast Program (SBP) (7 CFR 220)

National School Lunch Program (NSLP) (7 CFR 210)

Afterschool Care Snack (7 CFR 210)

Milk Programs (Special Milk Program (SMP) [7 CFR Part 215] and/or Minnesota Kindergarten Milk Program (MKMP) [Minn. Stat. 124D.118 (2025)])

SMP reimbursement may be claimed only for milk served to groups of children who do not have access to program meals.

- G. SFA will provide meals:

as unitized (individual) meals.

in bulk quantities, with written instructions on the planned portion size for each food component so each meal is ensured to meet meal pattern requirements.

Describe any additional requirements for meals/milk:

H. If applicable, indicate additional nutrition programs for which meals will be provided, and specify which meal services will be provided for each program:

___ Child and Adult Care Food Program (7 CFR 226)

___ Summer Food Service Program (7 CFR 225)

I. SFA will be liable for meals: which do not meet applicable meal pattern requirements; or are spoiled or unwholesome at time of delivery.

Substitutions and Modifications for Medical or Special Dietary Needs

J. As specified in this paragraph J, SFA will substitute or modify food or beverage items for qualifying students as required by federal law, state law, or local 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 [always applicable]

SFA must provide substitutions to, or modifications of, meals on a case-by-case basis as required by federal law for students who are unable to consume the regular program meals due to a disability. Site is responsible for: notifying SFA regarding the required substitutions or modifications; and maintaining “special diet statements” on behalf of students, which must identify the food(s) to be omitted from the student’s diet, and the food(s) that must be substituted.

2. Lactose-Reduced Milk for Students with Lactose Intolerance [always applicable]

Upon the written request of the parent of a lactose-intolerant student, SFA must make available at least one of the following types of lactose-reduced milk that are specified in Minnesota Statutes 2025, section 124D.114: 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. Site is responsible for maintaining the parent’s written request and notifying Vendor of the need for substitution.

3. Non-Dairy Fluid Milk Substitutes ___ This subparagraph 3. only applies 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.

4. Substitutions or Modifications for Students without Disability ____ This subparagraph 4. only applies if this box is checked.

Site has established a policy, as allowed by SNP regulations, to offer meal substitutions or modifications 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 foods that must be substituted. Site is responsible for maintaining appropriate supporting documentation regarding such substitutions or modifications.

Meal Counts

- K. ____ SFA / ____ Site will be responsible for properly counting, using a point of service system, 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 is responsible for meal counts, Site will accurately report meal counts to SFA. Regardless of which party is responsible for meal counts, SFA is responsible for submitting claims for reimbursement to MDE and maintaining meal count documentation to support the claim.

Describe any additional requirements for meal counts:

Collection of Payments

- L. ____ SFA / ____ Site is responsible for the collection of money and/or the sale of a la carte pre-payments to students and adults.
- M. A la carte 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 a la carte payments:

Free and Reduced-Price Meals

- N. Students enrolled in Minnesota schools that participate in the NSLP and the SBP are eligible to receive one breakfast and one lunch at no cost on each in-person academic school day. To maximize the amount of federal reimbursement received for meals, SFA and Site will coordinate procedures as necessary to claim meals by free and reduced-price eligibility for eligible children and ensure children are not discriminated against because of their eligibility status. Responsibility for free/reduced-price meal application procedures are as follows:

- Distribution of free/reduced-price meal applications ____ SFA ____ Site
- Approval of free/reduced-price meal applications ____ SFA ____ Site

- Verification process and reporting _____ 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

- O. SFA and Site agree that federal, state and local health and sanitation requirements will be always met. 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

- P. In accordance with the federal regulations, SFA agrees to maintain all books and records pertaining to this Agreement for a period of three years from the end of the agreement term (including any renewal term) to which they pertain including records of meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA-donated commodities.
- Q. SFA and Site agree to make books and records pertaining to this Agreement and SNP operations at Site available to MDE, the USDA, and the U.S. Government Accountability Office for inspection and audit at any reasonable time and place for a period of three years after the date of receipt of the final payment for this Agreement, except that, in circumstances where audit or investigation findings have not been resolved, such records must be retained beyond the three-year period until all issues raised by the audit or investigation have been resolved.

Describe any additional requirements for record keeping:

Monitoring

- R. 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

Ordering and Delivery

A. Site will notify SFA in advance of the number of meals needed for the next _____ [day, week, etc.] by _____ [email, telephone, etc.].

B. By _____ [time] each day food is prepared, meals will be:

___ Delivered by SFA to Site.

___ Ready for pickup by Site at SFA's location.

___ Other – describe: _____

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

Describe any additional procedures for ordering and delivery:

Labor

C. SFA or Site is responsible for providing labor, as indicated below:

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

___ ___ Cleaning of safe transportation containers

___ ___ Other – describe:

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

Equipment and Supplies

D. SFA or Site is responsible for providing equipment or supplies, as indicated below:

SFA Site Equipment and Supplies

___ ___ Trays

- ___ ___ Serving spoons and tongs
- ___ ___ Eating utensils
- ___ ___ Condiments
- ___ ___ Disposable supplies
- ___ ___ Safe transportation containers
- ___ ___ Equipment

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

Financial Responsibilities

E. Describe any specific financial responsibilities SFA or Site will be responsible for with respect to this Agreement:

Student and Adult Fixed Meal Prices

F. The following meal prices will be in effect during the term of this Agreement:

Meal	Children Elementary/Secondary	Adult
Breakfast	/	
Lunch	/	
Snack	/	
Milk*	/	
Special diet	/	
Adult	/	
Summer Food	/	
Second Lunch [Minn. Stat. 124D.111, subd. 6 (2025)]	/	
Other (describe)	/	

Each fixed price is “all-inclusive”, meaning it includes all fees and costs incurred in preparing and delivering (and serving, if applicable) the meals to Site. No other fees, costs, charges, taxes or other expenses are allowed under this Agreement. Any other charges outside the scope of this Agreement must be procured and invoiced separately.

The fixed meal price is for one full reimbursable meal [see 7 CFR 210.10] including labor and cannot separate out any one component of the reimbursable meal (i.e., price of milk *must* be included in total fixed meal price).

***This price, and separate billing for milk, only when specifically charged as part of the SMP or MKMP or as part of the NSLP as “a la carte”, meaning a milk served to a student in addition to the milk already received as part of a served reimbursable meal.**

- G. Site has the following chargeback rights: If a charge on an invoice is an unallowable charge not provided for in this Agreement, Site may reject the charge and institute a chargeback. Site may institute a chargeback by: withholding the unallowable amount from payment of the invoice with the unallowable charge; recouping the amount from SFA’s account; or offsetting the amount against future payments to SFA.

Site will notify vendor of the chargeback; SFA must perform any required action on its end to complete the chargeback promptly and fully. There is no time limit on Site’s right to a chargeback. Site never waives its chargeback rights and can request a chargeback for unallowable charges at any time during the term of this Agreement.

Additional Provisions

- H. If this box is checked, SFA and Site have agreed to additional provision to this Agreement, which have been preapproved by MDE and are attached to this Agreement on a separate sheet labeled “Additional Provisions”.

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

SFA: _____

Authorized Representative Title of Authorized Representative

Telephone: _____

Signature: Barbie Kressler _____ Date: _____

Site: _____

Authorized Representative Title of Authorized Representative

Telephone: _____

Signature: _____ Date: _____