



## School Nutrition Programs

### Agreement for Vended Meals

### Provided by a School Food Authority

### School Year 2026 - 2027

*This Agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA. The SFA which is receiving the meals is simply referred to as “SFA” or as “receiving SFA”. The SFA which is providing the vended meals is referred to in this Agreement as “Vendor” or as “vending SFA”. An Agreement for Vended Meals Provided by a School Food Authority must be completed each school year the vending SFA will provide meals to SFA. This template **may not** be used to obtain SNP meals from a **commercial vendor**.*

*Fixed meal prices are based on vending SFA recouping at least its estimated costs of providing the meals. If actual costs are not available, meal price may be based on the total federal reimbursement that could be received for the meal, including the value of USDA Foods, if applicable.*

*A formal procurement or additional, competitive quotes are not needed when a SFA chooses to obtain SNP meals from another SFA. Receiving SFA and vending SFA may simply directly negotiate meal prices.*

***If vending SFA has an existing food service management (FSMC) contract, the FSMC may NOT be a party to this Agreement. This Agreement is between vending SFA and receiving SFA only.***

#### **I. Purpose and Term**

- A. “School Food Authority”, “SFA” or “receiving SFA” means the school food authority that will receive the meals and claim the meals for SNP reimbursements under that SFA’s agreement with the Minnesota Department of Education (MDE). “Vendor” or “vending SFA” means the school food authority that will provide the SNP meals.
- B. This Agreement, between receiving SFA \_\_\_\_\_ [Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: \_\_\_\_\_] and vending SFA \_\_\_\_\_ [CLiCS Sponsor Identification Number \_\_\_\_\_] authorizes Vendor to provide meals and/or milk to SFA in accordance with this Agreement and the federal regulations for the school and other child nutrition programs indicated in Sections \*\*\*\* of this Agreement.
- C. This Agreement shall be in effect for the period of \_\_\_\_\_ through \_\_\_\_\_.

D. Vendor will provide meals to SFA site(s) listed below or on an Attachment titled "Site List".

| Site Name | Site Address | CLICS number (if known) |
|-----------|--------------|-------------------------|
|           |              |                         |
|           |              |                         |
|           |              |                         |
|           |              |                         |
|           |              |                         |
|           |              |                         |
|           |              |                         |

E. SFA will notify Vendor with at least seven days' notice of any changes to sites.

F. If all sites do not receive the same types of meals, describe differences between sites here:

## II. Meal Requirements

A. Vendor 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 Lunch (7 CFR 210)

\_\_\_ School Breakfast (7 CFR 220)

\_\_\_ 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)])

\_\_\_ Other (describe): \_\_\_\_\_

B. Vendor will provide meals to SFA:

\_\_\_ as unitized 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.

C. Vendor will also provide (check all that apply):

☐ Eating Utensils

☐ Transportation Containers

☐ Condiments

☐ Other (describe): \_\_\_\_\_

☐ Paper Items

☐ A la carte Milk [only when 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]

### III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with this Agreement. The fixed prices are the total amount due from SFA for each meal type. Each component of a meal is included in the fixed price of meal and cannot be billed separately. That is, milk cannot be billed separately; fruit cannot be billed separately; vegetables cannot be billed separately; grains cannot be billed separately; and meats/meat alternates cannot be billed separately.

Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices. The sole exception to this prohibition is charges for substitution costs as specifically provided for in Section IV.C.

The meal equivalency factor for school year 2026 – 2027, used to determine the number of lunches that the a la carte food service revenue is equivalent to for billing purposes, is \$5.05.

Meal prices were calculated without considering the value of SFA’s USDA Foods to be received for the agreement year; receipt of these USDA Foods will reduce food costs to Vendor.

| Meal Type                                | 2026 – 2027 Price |
|------------------------------------------|-------------------|
| Breakfast                                | \$                |
| Lunch                                    | \$                |
| Snack                                    | \$                |
| Milk (served as part of SMP or MKMP)     | \$                |
| A la carte Milk (served as part of NSLP) | \$                |
| Adult                                    | \$                |
| Other (Specify)                          | \$                |

- B. Vendor must submit \_\_\_\_\_ *[insert frequency of billing, for example, monthly]*, itemized invoices to SFA no later than five business days after the end of the billing period.
- C. SFA has chargeback rights. If a charge on an invoice is an unallowable charge not provided for in this Contract, SFA may reject the charge and institute a chargeback. SFA may institute a chargeback by: withholding the unallowable amount from payment of the invoice with the unallowable charge; recouping the amount from Vendor's account; or offsetting the amount against future payments to Vendor. SFA will notify Vendor of the chargeback; Vendor must perform any required action on its end to complete the chargeback promptly and fully. There is no time limit on SFA's right to a chargeback. SFA never waives its chargeback rights and can request a chargeback for unallowable charges at any time during the term of this Agreement, even after payment on an invoice.
- D. Charges outside the scope of this Agreement must be procured and invoiced separately.

#### **IV. Substitutions and Modifications for Medical or Special Dietary Needs**

- A. As specified in this Section IV., SFA will substitute or modify food or beverage items for qualifying students as required by federal law, state law, or local policies. SFA is responsible for: obtaining and maintaining any documentation required to support such substitutions or modifications; maintaining appropriate documentation required to support claim reimbursement for modified meals; and requesting and specifying substitutions and modifications from Vendor.
- B. Neither SFA nor Vendor may charge any additional amounts to students for substitutions or modifications.
- C. Vendor may invoice SFA for any excess costs of providing substitutions or modifications. Vendor must identify these charges on any invoices as a line item for "substitution costs" and documentation must be attached to the invoices to substantiate the additional charges.
- D. Substitutions or Modifications for Students with Disability [always applicable]  
Vendor 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. SFA 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.
- E. Lactose-Reduced Milk for Students with Lactose Intolerance [always applicable]  
Upon the written request of the parent of a lactose-intolerant student, Vendor 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. SFA is responsible for maintaining the parent's written request and notifying Vendor of the need for substitution.
- F. Substitutions or Modifications for Students without Disability \_\_\_\_ This paragraph F. only applies if this box is checked.

SFA 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. SFA will notify Vendor of the food or foods to be omitted from the student's diet and the food or foods that must be substituted. SFA is responsible for maintaining appropriate supporting documentation regarding such substitutions or modifications.

- G. Non-Dairy Fluid Milk Substitutes \_\_\_\_ This paragraph G. only applies 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 notify Vendor of the substitution requirements.

## V. USDA Foods

- A. SFA's USDA Foods entitlement value for the school year is \$ \_\_\_\_\_. SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. SFA must notify MDE prior to the Spring Store opening date of any entitlement transfer on an annual basis via email at [mde.fsmc@state.mn.us](mailto:mde.fsmc@state.mn.us).
- B. Vendor will credit SFA for SFA's USDA Foods based on SFA's entire entitlement value, even those foods Vendor chooses not to use or does not use during the contract year.
- C. Unless specifically indicated by the checked box below, Vendor will provide USDA Foods credits to the SFA on its monthly bills in a set monthly credit amount based on SFA's entitlement value divided by SFA's number of operating months.

\_\_\_\_ If this box is checked, Vendor will provide credits for USDA Foods to the SFA less frequently than monthly, but no less than once within the contract year. The frequency and timing of providing credits to the SFA will be:

## VI. Ordering and Delivering

- A. SFA will notify Vendor in advance of the number of meals needed for the next \_\_\_\_\_ [day, week, etc.] by \_\_\_\_\_ [time and day of deadline. For example, 3 P.M. on Friday when placing orders for the next week or 5 P.M. when placing orders for the next day.]
- B. Institution or Institution's sites will notify Vendor of orders via \_\_\_\_\_ [email, phone, etc.]
- C. Any increases or decreases in the numbers of meals ordered shall be made by SFA, as needed, within \_\_\_\_\_ hours of the start of the delivery window identified in Section VI.E.
- D. Vendor will use an organized system for: receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

- E. Vendor will deliver meals to SFA's site(s) between \_\_\_\_\_ [time] and \_\_\_\_\_ [time]. Vendor must comply with all building rules and regulations when dropping off the meals.
- F. \_\_\_ Vendor \_\_\_ SFA will be responsible for cleaning transport containers. \_\_\_ Vendor will pick up transport containers at the time of the next delivery or \_\_\_\_\_.
- G. This paragraph G. is only applicable if this box is checked. \_\_\_ The following special instructions apply for specific sites.

## **VII. Recordkeeping and Availability of Records**

- A. Vendor agrees to maintain such full and accurate records as the SFA will need to support its Claims for Reimbursements in the SNP. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; and 3) daily number of meals furnished, by type of meal.
- B. Vendor will retain, and make available to the SFA upon request, 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, for audit, examination, excerpts, and transcriptions by the SFA and state or federal representatives and auditors. If audit findings regarding Vendor's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period, for as long as required for the resolution of the issues raised by the audit.

## **VIII. Health and Sanitation**

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. No payment will be made to Vendor for meals that: are spoiled or unwholesome at the time of delivery; do not meet meal pattern requirements of the applicable federal regulations; or are delivered outside of the agreed-upon delivery window.

## **IX. SFA Control of Food Service**

- A. SFA remains legally responsible for the conduct of its food service program and must supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the USDA regarding each of the SNP. The SFA must:
1. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
  2. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
  3. Ensure the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
  4. Maintain all applicable health certifications for SFA site(s).
  5. Monitor Vendor's provided meals to ensure the food service is in conformance with program regulations.

## X. Termination

- A. 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.
- B. SFA and Vendor may only terminate this Agreement without cause or for convenience if both parties mutually agree to terminate the Agreement.

## XI. Additional Provisions

- A. ☐ If this box is checked, SFA and Vendor 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".

## Signatures

SFA Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Vendor Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature of Authorized Representative: Barbie Bessler \_\_\_\_\_

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