

**NEW MEXICO PUBLIC EDUCATION DEPARTMENT
STUDENT NUTRITION BUREAU**

**SPONSORED SCHOOL DISTRICT/CHARTER
JOINT AGREEMENT**

For a School District School Food Authority (SFA) which provides meals/milk under the National School Lunch Program (NSLP)/School Breakfast Program (SBP)/Special Milk Program (SMP) to a Charter School under its sponsorship; and in which the Charter School participates in the NSLP/SBP/SMP as its own SFA:

This Agreement, dated _____, between _____ (herein called the Charter) and _____ (herein called the School District), authorizes that the School District shall be retained by the Charter to provide food service as follows for the period of _____ through _____ in accordance with the following conditions:

I. MEAL REQUIREMENTS AND MEAL SERVICES

- A. The School District will provide the following: breakfast/lunch/extra milk. The School District will also provide eating utensils/disposable/supplies/condiments/safe transportation containers.
- B. Meals will be available In unitized/bulk/prepared on-site form as agreed. Any required food components delivered in bulk form shall be accompanied by written instructions regarding the planned portion size to be served of each food component needed to meet meal pattern requirements.
- C. All meals provided by the School District shall conform with the minimum meal pattern requirements of the United States Department of Agriculture (USDA).
- D. The School District shall be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at the time of delivery.
- E. The School District will be responsible for providing _____ employee(s) for service of lunch/breakfast at the Charter. (If additional servers are necessary to accommodate (lunch/breakfast) schedules, they shall be supplied by the School District at the expense of the School District. Cashier service/supervision will also be provided by the School District. Cleanup of the kitchen before/after the lunch/breakfast service will be the responsibility of the School District. Cleanup of the cafeteria before/after the lunch/breakfast service will be the responsibility of the School District.

II. DELIVERY, ORDERING

- A. The lunches/breakfasts/extra milk will be prepared on-site/delivered by the School District to the Charter site(s)/ready for pick-up at the School District's site by _____ each day food is prepared.
- B. The Charter shall notify the School District (by telephone/in writing/in person) by _____ each day/ _____ day(s) in advance of the total number of lunches/breakfasts/extra milk needed for the following day/same day/next week. The Charter shall provide a calendar of the days lunches/breakfasts/extra milk are required.
- C. The Charter may increase the number of lunches/breakfasts/extra milk ordered by calling the School District by _____ a.m./p.m. the same day/the previous day. A decrease in the number of lunches/breakfasts/extra milk ordered requires a _____ -day/ _____ -hour notice.
- D. The School District will be responsible for cleaning transport containers after the lunch/breakfast service and the School District will pick up/return the food containers the same/next day.

III. HEALTH AND SANITATION

The School District and Charter agree that state, county, 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.

IV. EQUIPMENT AND UTENSILS

- A. The following equipment—oven(s)/dishwasher/range/freezer/refrigerator/milk cooler—shall be furnished by and be the responsibility of the School District.
- B. The following eating utensils—trays/forks/spoons, etc.—shall be furnished by the School District and shall be the responsibility of the School District.

V. RECORD KEEPING

- A. The School District agrees to maintain all records applicable to this Agreement for a period of three years or longer, as required for audit resolution, after the end of the federal fiscal year to which they pertain. This includes records of applications, benefit issuance, verification, meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA-donated commodities.

- B. The Charter agrees to maintain all records applicable to this Agreement that have been submitted to the Charter by the School District.
- C. The School District and Charter agree that the books and records pertaining to the School District's and/or the Charter's Child Nutrition Programs (CNP) shall be made available to representatives of the State Department of Education (hereinafter referred to as the State Agency), Food and Nutrition Service (FNS), USDA, and the US General Accounting Office at any reasonable time and place.
- D. The School District/Charter shall be responsible for processing the Charter's free and reduced-price meal applications and for conducting Direct Certification of any Charter students. If this is the responsibility of the School District, the Charter shall be given an updated list of its free/reduced-price eligible students by _____ of each month. These eligibility counts shall be used by the Charter to submit its own claim for reimbursement to the State Agency each month. The School District/Charter shall be responsible for any overclaims resulting from improperly categorized applications, meal-counting errors, or other overclaims. Procedures shall be set up between the School District and Charter so that children approved for free and reduced-price meals will not be discriminated against because of their inability to pay the full student price of the meal.
- E. The School District/Charter shall conduct verification on the number of applications the Charter has on file as of October 1. If this is the responsibility of the School District, the Charter shall be given the verification results by _____. The results of the verification shall be used by the Charter to submit its own Verification Summary Report to the State Agency.
- F. The School District/Charter shall take daily counts 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; and the extra one-half pints of milk used. The School District/Charter will accurately record and report these counts. If this is the responsibility of the School District, the Charter shall be given the meal counts by _____ at each month. These meal counts shall be used by the Charter to submit its own claim for reimbursement to the State Agency each month.
- G. The Charter agrees that it shall be responsible for the:
1. Submission of its own Application/Agreement/Policy Statement to the State Agency.
 2. Submission of its own monthly claim for reimbursement to the State Agency.
 3. Submission of its own Food Safety Inspection to the State Agency.

4. Implementation of its own Wellness Policy.
5. Completion of its own Civil Rights Compliance Checklist.
6. Submission of its own Verification Summary Report to the State Agency.
7. Submission of its own Year-End Report to the State Agency.

H. The School District agrees that it will be responsible for:

1. Implementation of a Procurement Plan on behalf of the Charter.
2. Implementation of an approved HAACP Plan on behalf of the Charter.
3. On-site review of the Charter prior to February 1.

VI. COMMODITIES

Any commodities designated to the Charter shall be given to the School District for use in meal preparation.

VII. STUDENT AND ADULT CHARGES

A. Student/adult charges are as follows:

	Student Elementary/Secondary	Adults
Breakfast (Paid)	_____ / _____	_____
Breakfast (Reduced-Price)	_____ / _____	_____
Lunch (Paid)	_____ / _____	_____
Lunch (Reduced-Price)	_____ / _____	_____
Extra Milk	_____ / _____	_____

VIII. RECEIPTS AND BILLING

- A. The collection of money and/or the sale of lunch tickets to students and adults shall be the responsibility of the School District/Charter.
- B. The money collected shall be deposited into the Charter's nonprofit school food service fund.
- C. By the _____ of each month, the Charter agrees to pay the School District the total amount of student/adult charges collected, in addition to the total of the following:
 - 1. The current free reimbursement rate for every free meal (breakfast/lunch) claimed for reimbursement.
 - 2. The current reduced-price reimbursement rate for every reduced-price meal (breakfast/lunch) claimed for reimbursement.
 - 3. The current paid reimbursement rate for every paid meal (breakfast/lunch) claimed for reimbursement.

IX. NONPERFORMANCE OR CANCELLATION RIGHTS

Either party may cancel this Agreement with 30 days written notice.

Preparation Kitchen Assigned:	Receiving Site Kitchen:
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
Manager:	Manager:

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

SCHOOL DISTRICT:	CHARTER:
By:	By:
Signature:	Signature:
Date:	Date:
Telephone:	Telephone: