



Joint Agreement Template

Used When a School Agency Purchases Meals From Another School Agency

Purchasing SFA 6 digit Agency Code:

Seller SFA 6 digit Agency Code:

PI-6301 (Rev. 05-23)

This Agreement ("Agreement") is entered into by and between, _____ hereinafter referred to as "Purchaser" and _____ hereinafter referred to as "Seller" for the _____ school year. The effective date of this Agreement is _____.

Parties to this Agreement are School Food Authorities (SFAs) which means a school which is responsible for the administration of one or more schools; and has the legal authority to operate a Child Nutrition Program.

This Agreement sets forth the terms and conditions upon which the Purchaser will purchase meals from the Seller and the Seller will provide meals for the Purchaser's nonprofit food service program. The Purchaser and Seller agree to abide by the rules and regulations governing the Child Nutrition Programs and operate in accordance with responsibilities described in the Permanent Agreement/Policy Statement issued by the Department of Public Instruction (DPI), in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (audit requirements).

RECITALS—This Agreement is made with reference to the following:

- Whereas**, The Purchaser desires the Seller to provide meals;
- Whereas**, The Purchaser will need to serve meals on every full day of school; and
- Whereas**, The Seller is willing to provide such services to the Purchaser on a fixed fee basis;
- Therefore**, Both parties hereto agree as follows:

AGREEMENT—Now, therefore, in consideration of the foregoing Recitals, which are hereby incorporated and made a part of this Agreement, and in further consideration of the promises set forth below, the Purchaser and Seller hereby agree as follows:

Meals will be _____ the Purchaser at the following address (*street, city, state, zip*)
at or before scheduled time listed below. For more than one location, see Attachment B, Additional School Locations.

Schedule *List days of the week and times meals are required for delivery or pick up.*

Purchaser Contact Information		Seller Contact Information	
Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>	Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>
Email Address	Fax <i>Area Code/No.</i>	Email Address	Fax <i>Area Code/No.</i>
Address <i>Street, City, State, Zip</i>		Address <i>Street, City, State, Zip</i>	

The fixed price per meal listed below is agreed upon by both parties as if no USDA foods are used.

Breakfast	
Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not</i> Include Milk
Lunch	
Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not</i> Include Milk
Afterschool Snack	
Price Per Meal	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not</i> Include Milk

Carton of Milk
Price Per Carton

The purchase price shall also include (*List the ancillary items that are included in the purchase price. For example: delivery, paper plates, plastic flatware, straws, napkins, etc.*):

- Select one of the following:
- Seller will provide staff to prepare/serve meals at the Purchaser site(s).
 - Seller **will not** provide staff to prepare/serve meals at the Purchaser site(s).

1. The Purchaser agrees to buy and the Seller agrees to sell meals meeting applicable USDA nutritional requirements.
2. The per-meal charge to the Purchaser shall reflect the Seller's meal production costs.
3. Time meal(s) purchased will be served:

Breakfast	Lunch	Snacks	Other

4. The Purchaser will inform the Seller via *(Describe the method that Purchaser will use to inform Seller)* of the number and type of meals to be provided .
5. The Purchaser will pay the Seller the price agreed to in this agreement for only those meals prepared by Seller and received by Purchaser. The per-meal price may be adjusted at any time as mutually agreed upon by the Purchaser and Seller so as to sufficiently cover the Seller's cost to provide meals.
6. Upon receipt of the meals by Purchaser, a designated representative will sign for the number of meals received and document information, such as food temperatures, as required by the Purchaser's "Food Safety Plan." One copy of the signed delivery receipt will be given to the Purchaser. A copy will be retained by the Seller. Accurate daily records of meals and portion sizes served will be maintained by the Purchaser.
7. Seller will provide the Purchaser an invoice on a monthly basis. Purchaser will pay invoices within _____ days of receipt.
8. The Seller guarantees that the meals will be wholesome and suitable for human consumption.
9. The Seller will not be held liable for any injury, illness, or other affliction resulting from the Purchaser's negligence.
10. Purchaser will provide Seller a schedule of days that Purchaser will need meals.
11. Purchaser will provide Seller _____ days notice of changes to this schedule.
12. The Seller shall comply with all other requirements of their DPI agreement/application as it produces and makes available meals to the Purchaser, including providing the Purchaser with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.
13. The Purchaser will make monthly reimbursement claims for all allowable meals served.
14. Conflict in meals service calendars; meals must be offered each school day, when SFA is in session a full day, in accordance with the established meal patterns and requirements as defined in the Healthy, Hunger-Free Kids Act of 2010 (HHFKA) for the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and 7 CFR 225 for the Summer Food Service Program (SFSP). In the event the Seller is not preparing meals on a day(s) Purchaser will need to offer meals, both parties agree to the following:
 - Seller will not be able to provide meals to Purchaser on a day(s) that Seller schools are not in session or preparing meals.
OR
 - Seller will always provide meals to Purchaser regardless of calendar conflicts.
OR
 - Seller will deliver bagged lunches on day(s) the Purchaser is offering meals but the Seller is not. For extended periods of time, three (3) or more days, Seller will provide a combination of warm pre-packed meals and bagged lunches for days the Purchaser is offering meals but Seller is not; these meals will be delivered twice each week. Dates and times for delivery of these meals will be agreed to by both parties.
OR
 - Other *Specify terms:*
15. Other obligations agreed to between the Seller and Purchaser under the contract is limited to the following:

A. USDA Foods

If Purchaser desires to participate in the USDA Foods Program and the Seller agrees to use USDA Foods in accordance with federal and state regulations, then both the Purchaser and Seller will need to sign the "Addendum to the Joint Agreement Template For Participation in USDA Foods Program".

B. Assurance of Civil Rights Compliance

The Parties hereby agree that they will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status,

family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Parties agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the State agency shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. By signing this application, the person or persons whose signatures appear in the signature section of this application are authorized to agree to this assurance on behalf of possession of any assistance from USDA. By signing this application, the person or persons whose signatures appear in the signature section the applicant's organization for which this assurance section is binding.

C. Termination

1. **Mutual Agreement Termination:** With mutual agreement of both parties to this agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. **Nonperformance of Agreement and Termination:** Except as may be otherwise provided by this agreement, this agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given at least sixty (60) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
3. **Termination for Convenience:** Purchaser may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Seller.
4. **Final Payments:** Upon any termination of this agreement, the Purchaser will pay for all meals received by Purchaser; including meals received up to the effective date of termination.
5. **Modifications to DPI Template Agreement.** DPI requires the use of a "Joint Agreement" template when the Purchaser contracts with an organization to provide meals and related services. The Purchaser is allowed to make changes to the terms and conditions of the Joint Agreement with approval by DPI. In order to facilitate a process for tracking these changes, DPI requires the Purchaser to complete Attachment A titled, "*Modifications to DPI's Joint Agreement*" template, if the Purchaser decides to modify the terms and conditions of the Joint Agreement template.

DPI is not a party to any contractual relationship between Purchaser and Seller. DPI is not obligated, liable or responsible for any action or inaction taken by a Purchaser based on this Agreement template. DPI's review of the Joint Agreement is limited to assuring compliance with federal and state procurement requirements. The DPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Joint Agreement.

Prior to submitting claims to the Department of Public Instruction (DPI), parties to this *Joint Agreement* shall have an agreement/application approved by the DPI. Both parties shall submit separate claims for reimbursement to the DPI for the meals served to students on "Schedule A (*respective school agencies*)" of their approved agreement/application. This Joint Agreement shall not include the transfer of *any responsibility* that the Purchaser or Seller has under its approved DPI agreement/application.

AUTHORIZED REPRESENTATIVE SIGNATURES		
Name of Authorized Representative / Purchaser	Title	
Signature of Authorized Representative / Purchaser ➤	Date Signed <i>Mo./Day/Yr.</i>	
Name of Authorized Representative / Seller	Title	
Signature of Authorized Representative / Seller ➤	Date Signed <i>Mo./Day/Yr.</i>	

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.

Attachment A

**Modifications to DPI's
"Joint Agreement" Template**

DPI requires the use of a template "Joint Agreement" when the SFA contracts with an organization to provide meals and related services. The SFA is allowed to make changes to the terms and conditions of the Joint Agreement with approval by DPI. In order to facilitate a process for tracking these changes, DPI requires the SFA to complete Attachment A, Modifications to DPI's "Joint Agreement" template, if the SFA decides to modify the terms and conditions of the Joint Agreement template.

Any modifications listed below as Modification Item (#) will modify the terms and conditions of the joint agreement titled, "Joint Agreement".

The SFAs wish to make the following changes; SFAs will list below any modifications to the template agreement.

Modification Item 1

Section	Modification
Subsection(s).	
Page No.	

Modification Item 2

Section	Modification
Subsection(s).	
Page No.	

Modification Item 3

Section	Modification
Subsection(s)	
Page No.	

Modification Item 4

Section	Modification
Subsection(s)	
Page No.	

Attachment B

Additional School Locations

Check box if no additional school locations.

School Name			
Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	

School Name			
Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	

School Name			
Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	

School Name			
Contact Person <i>First and Last Name</i>		Title	
Street Address		City	State Zip
Phone <i>Area Code/No.</i>	Fax <i>Area Code/No.</i>	Email Address	

Addendum to the Joint Agreement Template For Participation in USDA Foods Program

This addendum to the “Joint Agreement” template is for the purpose of participation in the USDA Foods Program. By signing this addendum to the “Joint Agreement Template for Participation in the USDA Foods Programs”, Purchaser and Seller, as defined in the Joint Agreement Template agree to the following:

1. **USDA Foods Allocation:** USDA Foods allocated to both the Seller and the Purchaser will be delivered to and utilized by the Seller equitably for lunches served to students in the Seller and Purchaser schools. USDA Foods orders will be placed by the Seller. The Purchaser’s monthly USDA Foods handling charges [including storage, delivery (if applicable), administration and processing fees (if applicable)] will be deducted by DPI from the Purchaser’s monthly federal reimbursement.
2. **Discloser USDA Foods Handling Charges:** The Purchaser’s monthly USDA Foods handling charges will be deducted from the Seller’s monthly meal invoice. Through mutual agreement by Purchaser and Seller, parties shall designate who will be responsible for providing the USDA Foods handling charge invoice documentation.
3. **Modified Fixed Price per Meal:** The modified fixed price per meal listed below is an estimated price per meal agreed to by both parties which includes the use of USDA Foods.

Lunch Price Per Meal <i>From page 1</i>	Estimated USDA Foods Per Meal (Ex. \$0.24)	Modified Fixed Price Per Meal* Amount to be charged on invoice.
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**Modified Fixed Price per Meal is calculated by taking the price per meal listed on page one of the “Joint Agreement” template minus the estimated entitlement value of USDA Foods per meal. This is the price charged.*

4. ***Year-End/Agreement Ending Reconciliation:** A Year-End/Agreement Ending Reconciliation shall be conducted by the Purchaser to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Seller. The Purchaser reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with federal regulations.

*Year-End/Agreement Ending Reconciliation is completed by comparing the total USDA Foods credited already provided by the Seller for the contract period to the “Total Value Received” listed on the Commodity Allocation Receipt Summary (CARS) Report. A copy of the CARS report must be obtained from the Wisconsin USDA Foods Ordering System. Based on this year-end/ agreement ending reconciliation, the Seller must provide the Purchaser with the appropriate outstanding adjustment, if any.

5. **Sellers Contracted with a Food Service Management Company (FSMC):** If Seller has contracted with a FSMC, the Seller may opt to utilize an alternative crediting method. If utilizing an alternative crediting method, the Seller must explain in detail how the crediting will occur and provide the name of the Seller’s FSMC. The alternative crediting method will need to be approved by the DPI prior to the signing of the Joint Agreement template. Email the [DPI_SNT_Procurement_Contract_Specialists](mailto:DPISNT@dpi.wi.gov) (<https://dpi.wi.gov/school-nutrition/program-requirements/procurement>), for approval to use this crediting method. This approved alternative crediting method must be labeled as “*Exhibit A; Alternative Crediting Method for USDA Foods,*” and must be attached to this addendum, *Addendum to the Joint Agreement Template for Participation in USDA Foods Program.*

6. **Agreement Termination and USDA Foods:** Upon termination, agreement ending reconciliation shall be conducted by the Purchaser to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Seller.

AUTHORIZED REPRESENTATIVE SIGNATURES

WE, THE SELLER AND PURCHASER, HEREBY ACKNOWLEDGE, by signing and dating this addendum, that we agree to the terms and conditions as described herein.

Name of Authorized Representative / Seller	Title
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Signature of Authorized Representative / Seller ➤	Date Signed <i>Mo./Day/Yr.</i>
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Name of Authorized Representative / Purchaser	Title
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Signature of Authorized Representative / Purchaser ➤	Date Signed <i>Mo./Day/Yr.</i>
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Purchasing agency complete in triplicate—submit one copy to DPI, one copy to the Selling Agency, and retain a file copy.