

**LOCAL EDUCATION AGENCY (LEA)  
SCHOOL TO SCHOOL JOINT AGREEMENT**

For a **Local Education Agency (LEA)** (School) which provides meals/milk to another (LEA) School/Institution that is eligible to participate and includes the School/Institution as a site and claims the meals/milk for reimbursement under the National School Lunch, School Breakfast and/or Special Milk Programs.

Please note that the School/Institution does **NOT** claim reimbursement under a separate Agreement Number.

This Agreement, dated \_\_\_\_\_ between \_\_\_\_\_  
**(hereinafter called the School)** and \_\_\_\_\_  
**(hereinafter called the LEA)** authorizes that the LEA shall be retained by the School 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 LEA will provide the following: (breakfast/lunch/extra milk). The LEA 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 and claimed for reimbursement by the LEA shall conform with the minimum meal pattern requirements of the U.S. Department of Agriculture (USDA) as listed in Attachments A1 and A2 which form part of this Agreement.
- D. The LEA shall be liable for meals which do not meet the meal pattern requirements or are spoiled or unwholesome at the time of delivery.
- E. The LEA/School) will be responsible for providing one (1)/\_\_\_\_\_/ employee(s) for service of \_\_\_\_\_ at the School. If additional servers are necessary to accommodate (lunch/breakfast) schedules, they shall be supplied by the (LEA/School) at the expense of the (LEA/School). (Cashier service/Supervision ) will be provided by the (LEA/School). Clean up of the kitchen (before/after) (lunch/breakfast) service will be the responsibility of the (LEA/School). Clean up of the Cafeteria (before/after) (lunch/after) (lunch/breakfast) service will be the responsibility of the (LEA/School).

**II. DELIVERY/ORDERING**

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

**III. HEALTH AND SANITATION**

The LEA and School agree that state 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 if the (LEA/School).
- B. The following eating utensils: (trays/forks/spoons, etc.) shall be furnished by the (LEA/School) and shall be the responsibility of the (LEA/School).

**V. RECORDKEEPING**

- A. The LEA agrees to maintain all records applicable to this agreement fir a period of (five/\_\_\_\_\_ years) or longer as required for audit resolution after the end of the federal fiscal year to which they pertain. This includes records of meal counts, menus, food purchases, quantities prepared and delivered and the use of USDA donated commodities.
- B. The LEA agrees that the books and records pertaining to the LEA's School Nutrition Program(s) will be made available to representatives of State Agency: \_\_\_\_\_,

Food and Nutrition Service, the USDA and the U.S. General Accounting Office at any reasonable time and place.

- C. The (LEA/School) will be responsible for processing the School's free and reduced price meal applications. The LEA will be responsible, however, for the overall free and reduced price process and for any over claims resulting from improperly categorized applications, meal counting errors or other over claims. Procedures will be set up between the LEA and School 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.
- D. The (LEA/School) 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 (LEA/School) will accurately record and report these counts. The LEA will be responsible for submitting claims to the state agency:

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for meals/milk reimbursements and for maintaining all required records needed to meet its responsibilities under its School Nutrition Program's Agreement.

**VI. STUDENT AND ADULT CHARGES**

- A. (Children/and adults)charges are as follows:

	Children Elementary/Secondary	Adults
Breakfast (Paid)	_____/_____	_____
Breakfast (Reduced price)	_____/_____	_____
Lunch (Paid)	_____/_____	_____
Lunch (Reduced price)	_____/_____	_____
Extra Milk	_____/_____	_____

**VII. 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 (LEA/School).
- B. The money collected shall be deposited into the LEA's non-profit school food service fund. All payments received under this Agreement and all expenditures made by the LEA in connection with this Agreement and all expenditures made by the LEA in connection with this Agreement shall e paid from such fund.

**VIII. NON-PERFORMANCE OR CANCELLATION RIGHTS**

Either party may cancel this Agreement with a 30 (thirty) day written notice.

IX. Additional points at option of LEA and School.

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

Local Education Agency:	Local Education Agency:
By:	By:
Signature:	Signature:
Date:	Date:
Telephone:	Telephone