



# DEPARTMENT OF EDUCATION

Townsend Building  
401 Federal Street Suite 2  
Dover, Delaware 19901-3639  
<http://education.delaware.gov>

Mark A. Holodick, Ed.D.  
Secretary of Education  
(302) 735-4000  
(302) 739-4654 - fax

## SCHOOL NUTRITION PROGRAMS AGREEMENT TO FURNISH/PURCHASE MEALS (Agreement made between two participating sponsors)

THIS AGREEMENT is made and dated on \_\_\_\_\_ and entered into by and between providing school \_\_\_\_\_ (hereinafter referred to as Provider”) and (receiving School Food Authority) \_\_\_\_\_ (hereinafter referred to as “SFA”).

1. The provider agrees to supply meals (select one):

inclusive  
 exclusive

of milk to the SFA that are planned to meet the New Meal Pattern established in Section 201 and 202 of the Healthy, Hunger Free Kids Act of 2010. The provider will provide the following meals: (check all that apply):

Breakfast  
 Lunch  
 After School Snack

2. Meals shall be delivered with the appropriate non-food items necessary for the meal to be consumed. Non-food items may include: condiments, napkins, plates, utensils, and straws.
3. Foods will be transported in accordance with Delaware Division of Public Health safety and sanitation standards for transporting foods by (select one):

Provider  
 SFA

4. Daily and complete menu production records will be the responsibility of (select one):

Provider  
 SFA

5. The SFA will maintain daily meal counts by category of reimbursable meals served to eligible students and supporting documentation for three plus the current school year.
6. The SFA will make eligibility determination and/or certify students for participation in the National School Lunch Program/School Breakfast Program as required by federal regulations.
7. The Provider agrees to accept, use, and credit the SFA for commodity foods received from the State Distributing Agency. No payment will be made for meals which are incomplete, do not meet the meal pattern, or are spoiled at the time of delivery.

8. It is further agreed that both parties will maintain full and accurate records that the other will need to meet its responsibilities and make all records readily accessible to one another upon request. The Provider and the SFA also agree to retain required records for (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, make all accounts and records pertaining to the program available to representatives of USDA, Delaware Department of Education, and/or the General Accounting Office for audit or administrative review at a reasonable time and place.

9. The SFA agrees to purchase meals from the Provider at the prices listed below:

Student Breakfast \$ _____	Adult Breakfast \$ _____
Student Lunch \$ _____	Adult Lunch \$ _____
Student Snack \$ _____	Adult Snack \$ _____

10. The SFA will charge students and adults the meal prices listed below:

Student Breakfast \$ _____	Adult Breakfast \$ _____
Student Lunch \$ _____	Adult Lunch \$ _____
Student Snack \$ _____	Adult Snack \$ _____

11. Student reimbursable meals will be claimed at the current federal reimbursement rates by (select one):

\_\_\_\_\_ SFA  
\_\_\_\_\_ Provider

12. This agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_. The agreement may be terminated with at least (30) days prior written notification by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

\_\_\_\_\_  
Signature of Provider Official

\_\_\_\_\_  
Signature of School Food Authority Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Updated: April 2022