



**Office of Integrated Student Supports
Child Nutrition Programs
ALTERNATE SCHOOL FOOD AUTHORITY (SFA)
ARRANGEMENT INSTRUCTIONS**

Under an Alternate School Food Authority (SFA) Arrangement, legal and financial authority is officially transferred from one SFA to another. The contract between SFAs must state that SFA 1 accepts the total legal and financial responsibility for the newly incorporated SFA 2 meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA Foods and complying with program regulations. The contract must state that the incorporated SFA 2 relinquishes its authority to operate the specified school meal program(s) to SFA 1.

The Alternate SFA Arrangement is different than a “Joint Agreement” where an SFA acts as a vendor or Food Service Management Company (FSMC) for nearby schools that it does not control.

It is recommended that this contract be valid for no more than one school year.

Upon approval from the Office of Integrated Student Supports, this Alternate School Food Authority Arrangement allows the following:

A SFA to incorporate additional schools (currently in a separate SFA) into its School Food Authority.

Example: A SFA currently vending meals and/or services to private or community schools in the area wishes to expand to include these schools.

NOTE: This arrangement can be used only for one SFA to transfer to another SFA the administration of the school meal program in **all** its schools. For example, if the relinquishing SFA has five schools, it must transfer the school meal program for all five schools to the acquiring SFA.

However, the relinquishing SFA can relinquish only some of its school meal programs, if it so desires.

Example: The relinquishing SFA may transfer the administration of the school breakfast program in all schools to the acquiring SFA but continue to administer the National School Lunch Program in all schools.

Contact the Office of Integrated Student Supports at 800-808-6325 for further instructions for more information about specific situations.

INSTRUCTIONS TO COMPLETE ALTERNATE SFA ARRANGEMENT

Submission for Approval

Complete the following **Alternate School Food Authority (SFA) Arrangement** form and submit with original signatures to the Ohio Department of Education Office of Integrated Student Supports (ISS).

The terms of agreement to be considered and/or negotiated in the Alternate School Food Authority (SFA) Arrangement must be submitted in writing for approval.

Written approval from ISS indicates that SFA 1 may begin the application process for the additional school.

Keep copies of arrangement documents and approvals on file for as long as they remain valid and for at least three additional years to meet record retention requirements.

Extensions and Amendments

Extensions and amendments to the arrangement must be submitted in writing and approved by ISS. The SFA also must notify ISS if the arrangement will not be extended or is terminated prior to the specified ending date.

Application Process

SFA 1 must submit a site application in the Claims Reimbursement and Reporting System (CRRS) for each school for which it has obtained authority. A counting and collection procedure also must be submitted for each additional school.

The approval official, verification official and hearing official required to determine student eligibility applications must be reported on the sponsor application. If these individuals will be different from those acting for the additional school(s), contact ISS for instructions.

Administrative Review (AR) and School Meals Initiative (SMI)

The number of schools chosen for compliance reviews within an SFA is determined by the total number of schools in the SFA. Schools added to SFA 1 under this arrangement may be chosen for a compliance review. SFA 1 accepts responsibility for areas of noncompliance in the additional school(s), including overclaims.

Mandates

Mandates imposed on the additional school(s), such as a mandate to implement a school breakfast program due to a high number of free-eligible students must be enforced and are the responsibility of SFA 1.

Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body responsible for the administration of one or more schools and has legal authority to operate school meal programs therein or is otherwise approved by USDA Food and Nutrition Service to operate school meal programs.

1. **Crawford County Board of Developmental Disabilities, dba Fairway IRN 016129** (SFA 2) wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to **Galion City School District Food Service IRN 0440024** (SFA 1). All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2's specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA Foods and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.
2. The parties to this agreement agree to cooperate fully, work in good faith and assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.
3. This agreement shall become effective September 1, 2020 and it shall remain in effect until August 31, 2021 (no longer than one year) unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office of Integrated Student Supports.

SFA 1
Signature _____

Title _____

Phone Number _____ Date _____

SFA 2
Signature _____

Title Food Service Director

Phone Number: 419-468-6500 Date _____

THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: "Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement", before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of Education, Office of Integrated Student Supports, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183*. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.

This institution is an equal opportunity provider.

**Terms of Agreement to be Considered and/or Negotiated in the
Alternate School Food Authority (SFA) Arrangement**

Address each of the following items and include with the previous page for state agency approval.

1. Which specific school meal program(s) will be included under this agreement (National School Lunch Program, School Breakfast Program, After School Care Snack Program and/or Special Milk Program)? Highlighted programs with the understanding the CACFP menu guidelines must be followed for the menus. The age group is 3-5 years old.
2. Who will distribute free and reduced-price school meal applications to each household? Fairway School will distribute the free and reduced applications
3. Who will process the applications including determining eligibility (approval official), notifying applicants, completing verification requirements (verification official), providing a hearing official and updating eligibility changes?
Galion City Schools will process the applications. Lorie Pennington is the approval official and will notify families of the results by USPS or email. Fairway School will be provided status report as applications are processed. The verification process will be completed by an administrator at Galion City schools TBD. The hearing official will be the superintendent of Galion City Schools
4. Where and how will point-of-service counts by eligibility category be obtained and who will record and report these counts? Fairway school will use a roster at the point of service to determine the students participating in the breakfast and lunch program. The students will be entered into PaySchools point of Sale system. The attendance roster will be sent with the participation roster.
5. Who will compile the monthly claim for reimbursement before it is submitted to ODE? Galion City Schools – Lorie Pennington
6. Who will perform the required attendance-adjusted eligible edit check? Fairway School and Galion City Schools will check it through the PaySchools point of sale system.
7. Will unit meal prices be subject to any negotiations between the SFAs?
Fairway will charge the same price for meals as Galion Primary School charges.
8. Who will collect money/sell tickets to students and adults? What will be the policy for meal charges and is this policy acceptable to both SFAs? Fairway school will collect the money and turn over to Galion City Schools to verify collect money. Galion City Schools and Fairway will work together to ensure meal charges are paid on a weekly basis. At the end of the school calendar year if there are any unpaid charges/uncollectable charges, Galion City Schools will invoice Fairway schools with the amount of the uncollectable debt.

9. Terms regarding cancellation rights by either SFA should be discussed should an unforeseen problem arise. **Both parties will work together to resolve any issues. If either party needs to cancel the agreement, a 60 day notice will be given for cancellation.**
10. What will be the policy for reconciling any differences that may exist between days that school is in session and how meal service may be affected? **For the 1st year, both SFA will work together to provide reimbursable meals to the students. For following years, Fairway will try to match Galion City Schools Calendar.**
11. School meal program records and free and reduced-price school meal applications must be kept on file for three years plus the current school year. Where will records be stored? **All records will be stored at the Galion City Schools Food Service Office**
12. How will student involvement in the school meal programs (e.g., advisory groups, taste panels, surveys, menu planning) be handled?

Misc. Items - There will be an agreed upon delivery fee which will fluctuate depending on fuel prices. A 30 day notice will be given for any increase or decrease. This is based on the distance of the delivery. Breakfast will be delivery with lunch for he next school day.

Fairway school agrees to purchase extra meals (5 lunches) @ \$3.00 per meal for students who arrive after attendance is taken. If the meals are served to students, Fairway will not be charged for the claimed meals

Serving times: Lunch starts at 11:45 AM so delivery will be before 11:30 AM. If Galion City School District closes due to weather or any unforeseen reason, Galion will not be able to provide meals.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;
- (2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

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