

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 Co. 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 Bucyrus City Schools Food Service IRN 943687 (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 7/1/2023 and it shall remain in effect until 6/30/24 (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 Nutrition.

4. Assurance of Civil Rights Compliance
The School Food Authority (SFA) hereby agrees that it 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, 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.

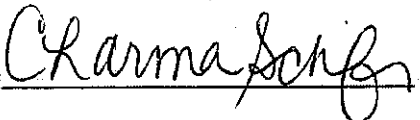
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited 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 SFA 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 Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the SFA.

SFA 1

Signature

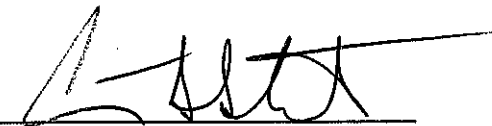


Title Bucyrus City Schools Food Service Director

Phone Number 419 562 5355 Date 4/25/2023

SFA 2

Signature



Title Superintendent

Phone Number 419-563-2131 Date 4/25/23

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 Office of Nutrition, 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.

