

**Office of Nutrition
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 Office of Nutrition, 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 Nutrition 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 Office of Nutrition (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 Office of Nutrition 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 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 07/01/25 and it shall remain in effect until 06/30/26 (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 Charma Schifer

Title Food Service Director

SFA 2
Signature Court D. Starts

Title Superintendent

Phone Number 419 562 5355 Date 4/25/25

Phone Number 419-563-2131 Date 04 / 25 / 2025

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.

**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)?
2. Who will distribute free and reduced-price school meal applications to each household?
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?
4. Where and how will point-of-service counts by eligibility category be obtained and who will record and report these counts?
5. Who will compile the monthly claim for reimbursement before it is submitted to ODE? Who will perform the required attendance-adjusted eligible edit check?
6. Will unit meal prices be subject to any negotiations between the SFAs?
7. 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?
8. Terms regarding cancellation rights by either SFA should be discussed should an unforeseen problem arise.
9. 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?
10. 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?
11. How will student involvement in the school meal programs (e.g., advisory groups, taste panels, surveys, menu planning) be handled?

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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.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

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