Ohio | Department of Education

Office for Child Nutrition
ALTERNATE SCHOOL FOOD AUTHORITY (SFA) ARRANGEMENT INSTRUCTIONS

Under an Alternate SFA Arrangement, legal and financial authority is officially transferred from one SFA to the other. The contract between the SFAs must state that SFA #1 is accepting total legal and financial responsibility for the newly incorporated School Food Authority's (SFA #2's) meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA commodities and complying with program regulations. The contract must state that the incorporated School Food Authority (SFA #2) is relinquishing 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 Ohio Department of Education/Office for Child Nutrition, this Alternate School Food Authority Arrangement allows:

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

Example: An 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 School Food Authority to transfer to another School Food Authority the administration of the school meal program in **all** of its schools. For example, if the relinquishing SFA has five schools, it must transfer the school meal program for all five of its 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 of its schools to the acquiring SFA, but continue to administer the National School Lunch Program in all of its schools.

Contact the Office for Child Nutrition at 800-808-6325 for further instructions for more information about specific situations.

INSTRUCTIONS FOR COMPLETING 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 for Child Nutrition (OSHN).

The **Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement** must also be drafted and submitted for approval.

Written approval from OCN will indicate 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.

Extensions and Amendments

Extensions and amendments to the Arrangement must be submitted in writing and approved by OCN. The SFA also must notify OCN if the Arrangement will not be extended or is terminated before 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 must also be submitted for each additional school.

The Approval Official, Verification Official and Hearing Official required for determining student eligibility applications are reported on the Sponsor Application. If these individuals will be different from those acting for the additional school(s), contact OCN for instructions.

Coordinated Review Effort (CRE) 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.

Non-discrimination Statement: This explains what to do if you believe you have been treated unfairly.
"In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."

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Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body which is 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's Food and Nutrition Service, to operate the school meal programs.

1. _____IRN_____ (SFA 2) wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to _____IRN_____ (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 commodities 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, to work in good faith and to 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 _____ and it shall remain in effect until _____(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 for Child Nutrition.

SFA 1	SFA 2
Signature _____	Signature_____
Title _____	Title _____
Phone number_____Date _____	Phone number_____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 for Child 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.

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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 the 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?