# Alternate School Food Authority Agreement

A school food authority (SFA) is the governing body which is responsible for the administration of one or more school sites and has legal authority to operate Child Nutrition Programs therein or be otherwise approved by USDA's Food and Nutrition Service to operate the programs.

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SFA 1) wishes to enter into this Alternate SFA Agreement (herein refered to as “Agreement”) with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (SFA 2’s) food service department to allow SFA 2 to claim meals served at SFA 1 location(s) for the following Federal and/or State Child Nutrition Programs (referred to as “Child Nutrition Programs”):

Check all that apply:

( ) National School Lunch Program ( ) Fresh Fruit and Vegetable Program

( ) School Breakfast Program ( ) Wisconsin School Day Milk Program

( ) Special Milk Program ( ) Elderly Nutrition Improvement Program

( ) Afterschool Snack Program

Furthermore, SFA 2 will hold all legal and financial authority for operating the specified Child Nutrition Programs for the students of SFA 1. SFA 2 is accepting all legal and financial responsibility for SFA 1’s Child Nutrition Programs, including paying overclaims as a result of administrative reviews, complying with Child Nutrition Program regulations, and distributing USDA Foods (formerly known as “Commodities”). SFA 1 hereby relinquishes its authority to operate specified Child Nutrition Programs to SFA 2.

1. *Separate Cooperative Terms of Agreement*; the parties to this Agreement are required to enter into a separate cooperative terms of agreement which includes provisions for meals pricing and describes how parties will cooperate fully, work in good faith, and mutually assist each other in the performance of this Agreement. To assist with development of the separate cooperative terms of agreement parties shall review questions listed in Attachment A: Terms of Agreement to be Considered and/or Negotiated Between SFA 1 and SFA 2 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 resolve issues or disputes arising from the implementation of this Agreement.
2. This Agreement shall become effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and it shall remain in

effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated by a prior notice of not less that sixty (60) days from one party to the other. The term of the Agreement can be extended upon mutual agreement of the parties. The “*Separate Cooperative Terms of Agreement*” attached hereto are incorporated as part of this Agreement.

**SFA 1** **SFA 2**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ATTACHMENT A: TERMS OF AGREEMENT TO BE CONSIDERED AND/OR NEGOTIATED

# BETWEEN SFA 1 AND SFA 2

**Reminder: This Agreement ONLY affects the USDA Child Nutrition Programs. It does not affect how you respond to any other reports collected by the Department of Public Instruction.**

All Alternate SFA Agreements must be approved by the Department of Public Instruction on a case-by-case basis. The Terms of Agreement to be Considered and/or Negotiated Between SFA 1 and SFA 2 (Attachment A), which answers the questions listed below, will need to be reviewed before DPI’s approval is given. Please forward the original, signed agreement and description of the agreement to *School Nutrition Team, Department of Public Instruction, P.O. Box 7841, Madison, WI 53707-7841* or via fax to 608-267-0363. We will advise you as soon as the Alternate SFA Agreement is approved.

**Terms to be considered and/or negotiated:**

1. Which specific Child NutritionPrograms will be included under this Agreement (National School Lunch Program, School Breakfast Program, Wisconsin School Day Milk Program, and/or Special Milk Program)?
2. Who is responsible for ensuring requirements listed in the Permanent and Policy Statement are being followed? How will parties to the Agreement communicate these requirements and ensure compliance?

An annual copy of this document can be found on DPI’s website at <http://dpi.wi.gov/school-nutrition/national-school-lunch-program/contracts-claims-reports>.

1. Who will distribute the free/reduced-price meal eligibility applications to all households?
2. Who will process the applications including determining eligibility, notifying applicants, completing verification requirements, providing a hearing official, and updating eligibility changes?
3. Where and how will point of service counts by eligibility category be obtained, and who will record and report these counts?
4. Who will complete the monthly reimbursement claim and submit it to the Department of Public Instruction? Who will complete the required attendance-adjusted eligible edit check?
5. Will unit meal prices be subject to any negotiations between the SFAs? Where will the meals be prepared? What is the time of service? Which SFA will staff meal preparation and service? How will meals/snacks be transported if needed?
6. Who will collect money/sell tickets to students and adults? What will be the policy for meal charges, and is it acceptable to both SFAs?
7. 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? (Federal regulations require that reimbursable meals be served each school day, when school is in session a full day.)
8. Child Nutrition Program records and free/reduced-price meal applications must be kept on file for three years plus the current school year. Where will records be stored?
9. How will student involvement in the Child Nutrition Programs (e.g., advisory groups, taste panels, surveys, menu planning) be handled?
10. Terms regarding cancellation rights by either SFA should be discussed, should an unforeseen problem arise.