Alternate Authority Agreement
for Participation in USDA Child Nutrition Program(s)

SFA 6-Digit Agency Code

This Alternate Authority Agreement ("Agreement") is entered into by and between hereinafter referred to as the ("Receiving Site"), and , hereinafter referred to as the ("SFA"). The effective date of this Agreement is for "School Year" .

The School Food Authority (SFA) will operate its Child Nutrition Programs at the Receiving Site. This Agreement details the conditions under which the SFA shall provide those services at the Receiving Site location and as such the Receiving Site shall become a site under the SFA's USDA Child Nutrition Programs ("CNPs"). This Agreement sets forth the terms and conditions upon which the Receiving Site becomes a site under the SFA's CNPs. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will provide CNP support. The SFA and Receiving Site agree to abide by the rules and regulations governing the CNP, in accordance with federal regulations and including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR part 210 (National School Lunch Program), 7 CFR part 215 (Special Milk Program), 7 CFR part 220 (School Breakfast Program), 7 CFR part 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR part 250 (Food Distribution Program), 7 CFR part 225 (Summer Food Service Program for Children), 7 CFR part 3052 (Audit Requirements), and 2 CFR part 200 (Grant Administration).

Individual LEA Responsibilities: This Agreement is limited to the USDA CNPs. SFA and Receiving Site may have other Local Educational Agency (LEA) program obligation(s) outside of USDA CNPs and this Agreement. Parties must respond independently to other reports requested and collected by the Wisconsin Department of Public Instruction (DPI).

Definitions for Agreement:

SFA: A SFA that has a current contract to operate one or more of the USDA CNPs and is willing and able to take on the administration of the school meal programs for a school outside of the SFA.

Receiving Site: A school that is eligible to operate the USDA CNPs but elects to contract with the SFA, as mentioned herein such that the SFA has the authority to operate the school's CNPs.

The DPI School Nutrition Team (SNT): The state agency responsible for oversight and ensuring compliance with the applicable USDA CNP requirements in which the SFA participates. For this Agreement to be binding by its parties (SFA and Receiving Site), it must be reviewed and approved by the DPI SNT.

The SFA and Receiving Site hereby agree as follows:

Receiving Site – meal service location: (*street, city, state, zip)*:

SFA Contact Information		**Receiving Site Contact Information**	
SFA Name:		**School Name:**	
Agency code:		**Agency code:**	
Contact Person *First & Last Name*	Phone *Area Code/No.*	Contact Person *First & Last Name*	Phone *Area Code/No.*
Email Address		Email Address	
Address *Street, City, State, Zip*		Address *Street, City, State, Zip*	

Agreement Period

This Agreement shall remain in effect for no more than one school year or the remainder of the current school year, whichever is less, unless terminated by a prior written notice of not less than sixty (60) days from either party to the other. This Agreement cannot be renewed and is only effective for one school year.

To be eligible for this Agreement:

- The Receiving Site:
  - Must be a recognized school by DPI.
  - Must operate as a nonprofit organization.
  - Must have the capability to properly operate the CNPs they elect to operate.
  - Cannot have a separate CNP contract with the DPI SNT during the effective term of this Agreement.
- The SFA must:
  - Have a current school nutrition contract and be in good standing.
  - Have the capacity to take on an additional site outside of the SFA and operate the site like any other site(s) within the SFA.

Terms and Conditions of this Agreement—

The SFA agrees to:

1. Contact the DPI SNT at dpi.fns@dpi.wi.gov to discuss the addition of the Receiving Site under an Alternate Authority Agreement.
2. Ensure the Receiving Site has the facilities and resources to properly operate the program(s). An onsite visit prior to implementing this Agreement is strongly recommended.
3. Hold all legal and financial authority for operating the specified CNPs for the students of the Receiving Site. The SFA is accepting all legal and financial responsibility for the Receiving Site's CNPs, including complying with CNP regulations, guidance, distributing USDA Foods, and paying any fiscal action resulting from an Administrative Review (AR).
4. Add the Receiving Site to the SFA's school nutrition contract as a separate site.
5. Provide, and maintain documentation of, training to the Receiving Site staff to ensure they are following all program requirements. This includes, but is not limited to, understanding: what constitutes a reimbursable meal; accurate point of service; Offer vs Serve; food safety; civil rights; Smart Snack requirements (if applicable); and documentation requirements. Training may include watching applicable DPI SNT online learning modules located on the Training Webpage.
6. Ensure reimbursable meals are provided, served, and documented:
   a. Plan, prepare, and provide meals for the Receiving Site that meet meal pattern requirements for the age/grade groups served, including the Infant and Preschool Meal Pattern(s), if applicable.
   b. Use Production Records or transport sheets to communicate to the Receiving Site what to serve and how foods credit toward the meal pattern requirements.
   c. Accommodate any Special Dietary Needs of children at the Receiving Site, when supported with a valid medical statement or IEP/504 Plan. A copy of supporting documentation must be maintained by the SFA.
   d. The SFA will provide one of the following:

      ☐ SFA will provide staff to prepare/serve meals at the Receiving Site.

      Describe:

      ☐ SFA will **not** provide staff to prepare/serve meals at the Receiving Site.
7. Ensure Student Meal Eligibility is correctly determined and documented for the Receiving Site.
   a. Enrolled students at the Receiving Site must be included in the SFA's Direct Certification (DC) runs, including full enrollment DC runs.
   b. The Receiving Site will be notified of student eligibility in a secure manner.
   c. The Receiving Site's households will be notified of eligibility following program requirements.
   d. The USDA Free and Reduced Price Meal Application, instructions, and Parent FAQ Letter shall be provided to the Receiving Site for distribution to households annually.

e. Maintain documentation of eligibility for students enrolled at the Receiving Site, including a Benefit Issuance List to support meal claims.
f. If the Receiving Site processes their own free and reduced price meal applications, the SFA must receive the original or a copy of the application for their files in a secure manner and ensure the certification was determined correctly.
g. Applications received by the Receiving Site by October 1 must be included in the SFA's Verification sample pool and the SFA will be responsible for the verification process and reporting.
h. If the SFA participates in Community Eligibility Provision (CEP), the Receiving Site would fall under the SFA's CEP application.

8. Ensure Resource Management requirements are met.
    a. Paid student prices are set at the Receiving Site per the SFA's contract and Paid Lunch Equity Tool, if applicable.
    b. If applicable, ensure all nonprogram foods provided to the Receiving Site are included in the nonprogram food revenue tool and priced by the SFA to cover all costs.
    c. Adult meal prices at the Receiving Site are set per the SFA's contract and program requirements.
    d. Ensure the Receiving Site adopts the SFA's unpaid meal policy, and it is communicated in writing to households annually.
    e. All Revenue and Expenditures for meals, snacks or nonprogram foods provided to the Receiving Site must be included in the SFA's Annual Financial Report.
9. Provide oversight of the Receiving Site's program(s) through onsite monitoring by February 1, utilizing the Onsite Monitoring Forms. This monitoring must be completed onsite.
10. Claim and receive the reimbursement for the reimbursable meals served at the Receiving Site.
    a. Ensure the Receiving Site has an accurate point of service and staff are knowledgeable of what constitutes a reimbursable meal. Meal counts must be based on the point of service meal counts and not the number of meals provided to or ordered by the Receiving Site.
    b. Understand the Receiving Site's point of service software, if appliable, to ensure accuracy of meal counts.
    c. Request and maintain the daily and monthly meal count sheets and edit check reports from the Receiving Site.
    d. The Receiving Site meals must be included in the SFA's monthly claim as a separate site.
    e. All student meal revenue received for reimbursable meals and nonprogram foods provided by the SFA must be deposited into the SFA's nonprofit school food service account. This arrangement must be worked out between both entities.
11. Receiving Site may invoice SFA for the following:

12. Ensure the Receiving Site meets all Food Safety requirements.
    a. Provide a site-specific food safety plan for the Receiving Site.
    b. Follow and include the Transporting Food to Satellite Kitchens Standard Operating Procedure in the food safety plan of the school site that prepares and transports food for the Receiving Site. Notify the local regulatory authority that the Receiving Site will be participating in the USDA CNPs under your contract with DPI and thus will require two annual food safety inspections. It is recommended to request a sanitarian to do an onsite visit at the Receiving Site prior to signing this agreement.
    c. Since the reimbursement is being paid to the SFA, it is the responsibility of the SFA to pay for food safety inspections at the Receiving Site.
13. Include the Receiving Site in the Local Wellness Policy committee and triennial assessment. The Receiving Site must adopt the SFA's Local Wellness Policy.
14. Ensure the Receiving Site provides Outreach to their households regarding breakfast (if applicable) and Summer Food Service Program.
15. Ensure students have access to water at the Receiving Site during meal service.
16. When the SFA is scheduled for an AR, the Receiving Site may be reviewed as part of the AR. Any noncompliance by the Receiving Site identified as part of an AR is the responsibility of the SFA, including noncompliance resulting in corrective action and/or fiscal action.
17. Maintain all documentation for the Receiving Site for the current year plus three years.

The Receiving Site agrees to:

1. Relinquish its authority to operate specified CNPs to the SFA.
2. Follow the program requirements per the Permanent Agreement.
3. Make reimbursable meals available to all enrolled children each school day.
4. Notify all households of enrolled children about participation in the USDA CNPs.
5. Attend training provided by the SFA to ensure program requirements are understood and met.
6. Ensure student meal benefit eligibility is provided according to program requirements. [If the Receiving Site is operating as a CEP site, the following subsections a. - e. do not apply.]
    a. All enrolled students at the Receiving Site must be included on the SFA's Direct Certification runs for determining student eligibility. To meet this requirement, the Receiving Site will need to provide the SFA with a list of enrolled students who have access to school meals (including the student's last name, first name, middle initial, date of birth, and school code) to the SFA a minimum of four times per year, and as requested or when new students enroll.
    b. Distribute the USDA Free and Reduced Price Meal Application, instructions, and Parent FAQ Letter to all households annually.
    c. If the Receiving Site is responsible for reviewing and certifying USDA Free and Reduced Price Meal Applications for students enrolled at this site, a Determining Official must be identified and trained on how to review and approve applications. A copy of all applications received by the Receiving Site, including any denied applications, must be provided in a secure manner to the SFA for review and record keeping.
    d. If the SFA is responsible for reviewing and certifying applications, all applications received at the Receiving Site must be forwarded to the SFA in a secure manner within two operating days for processing. If the household is eligible for free or reduced price meals, the household must be notified within 10 operating days.
    e. The Receiving Site must maintain an updated and accurate list of students that are eligible for free and reduced price meals referred to as the benefit issuance list. The benefit issuance list must be shared in a secure manner with the SFA as needed and when updates are made.
7. Receive and serve meals provided by the SFA that meet meal pattern requirements for the age/grade groups served, including the infant and preschool meal pattern(s), if applicable.
    a. Report to the SFA on the number of meals required and decide how and when meals will be provided.
    b. Review the production records and/or transport sheets from the SFA daily to know what and how much to serve students for each component and how it credits toward the meal pattern.
    c. Implement Offer Versus Serve according to program requirements or serve all required meal pattern components to students as part of a reimbursable meal.
    d. Lunch meal service must be between 10 a.m. and 2 p.m. and breakfast must be offered at the beginning of the school day.
    e. Ensure all equipment required to hold and serve meals is available. Payment of purchases of additional equipment must be agreed upon by both entities.
    f. Reimbursable meals must be provided to students each school day. If school calendars do not align and include days the Receiving Site has school, but the SFA does not, arrangements must be made with both entities to ensure meals are provided at the Receiving Site each school day.
8. Have an accurate point of service that reflects the number of reimbursable meals served.
    a. All staff that operate the point of service must understand what a reimbursable meal is.
    b. Meal counts must be taken as the child receives the meal and after all components of a reimbursable meal have been offered.
    c. Meals provided to adults are not reimbursable and must be paid for by the adult or another nonfederal funding source. Adult meals need to be tracked separately.
    d. If a student does not select a reimbursable meal, it cannot be claimed, and items selected must be charged to the student as a la carte.
    e. All revenue received for student reimbursable meals, adult meals, and any nonprogram foods provided by the SFA must be deposited into the SFA's nonprofit school food service account. The procedure for transferring and receiving revenue must be worked out between both entities.

9. Maintain and submit reports and records as required by the SFA, including eligibility documentation, daily and monthly meal count sheets, edit check report, and completed production records.
10. Comply with civil rights laws and regulations.
    a. All staff involved in the school meal programs must complete the Civil Rights Training and maintain documentation of completion.
    b. Report any civil rights complaints regarding the CNPs to the SFA.
    c. Display the And Justice for All Poster for students to see in the meal service area.
    d. Program materials must include the same nondiscrimination statement utilized by the SFA. Private schools under an Alternate Authority Agreement with a public SFA are not eligible for the religious exemption.
11. Allow the SFA to complete onsite monitoring to review program compliance and respond to any required corrective action in a timely manner.
12. Allow the DPI to complete an AR of this site, if selected as part of the SFA's AR.
13. Ensure all food safety requirements are met per the Wisconsin Food Code and food is held and served in a safe and sanitary manner. This includes a written site-specific food safety plan from the SFA and two food safety inspections of the Receiving Site from the local regulatory authority annually.
14. Ensure all food and beverages sold on the school campus to students during the school day, outside of a reimbursable meal, meet Smart Snacks Requirements.
15. Adopt the SFA's Local Wellness Policy and communicate it to households. You are encouraged to participate in the SFA's Local Wellness Policy Committee.
16. If applicable, inform households of the availability of reimbursable breakfasts served under the School Breakfast Program (SBP) at the beginning and throughout the school year.
17. Inform households before the end of the school year of the availability and location of meals offered through the Summer Food Service Program (SFSP). Outreach for SFSP must be completed by all SFAs regardless of whether SFSP is offered by the SFA itself.
18. Ensure students have access to potable water, without restriction and at no charge, in the place where meals are served or immediately adjacent to the meal service area.
19. If applicable, ensure all program requirements are met for the Afterschool Snack Program, including providing an enrichment activity, reimbursable snack, and accurate point of service. The snack must be provided and claimed by the SFA.
20. If applicable, ensure all program requirements will be met for the Wisconsin School Day Milk Program, including only providing one milk per student per day and only counting and claiming milk served to eligible students. Only milk served to students in grades PK through 5 that are eligible for free or reduced price meals may be claimed in this program. Milk must be provided by the SFA.
21. Follow any applicable rules and regulations related to grants if the SFA applies and receives grant funds on behalf of the Receiving Site, including but not limited to, the Fresh Fruit and Vegetable Program (FFVP) grant and Equipment Grant. The SFA is responsible for administrative responsibilities and oversight of any grant.

Agreement Signatures

The Parties to this Agreement are required to include provisions to describe how parties will work in good faith and mutually assist each other in the performance of this Agreement. Parties shall complete Attachment A: Additional Terms of Agreement. Responses to questions in Attachment A will become part of the 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. If the SFA has demonstrated they are unable to properly operate the CNPs at the Receiving Site, the DPI reserves the right to require the SFA to terminate this Alternate Authority Agreement.

The Receiving Site and SFA have reviewed and discussed these terms and conditions. By signing this Agreement, the Parties acknowledge and agree to comply with the responsibilities outlined in this Agreement. Any deliberate misrepresentation or fraud will be subject to fiscal action and/or any applicable state and federal laws.

This Agreement is subject to review by the DPI and shall not become effective until approved by the DPI.

SFA		**Receiving Site**	
Name of Representative:		Name of Representative:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

Upload a copy of this fully executed agreement into the school nutrition contract along with documentation of nonprofit status for the Receiving Site for review and DPI approval.

Nonprofit documentation may include:

- Documentation from the IRS of 501c3 status.
- If under another organization's nonprofit status, documentation that shows the Receiving Site is under that organization, *e.g.*, provide a copy of the page or screen shot from the Catholic Diocese School Directory that includes the Receiving Site.

Public schools are nonprofit, so no further documentation required.

ATTACHMENT A: ADDITIONAL TERMS OF AGREEMENT

***Parties hereby agree to the following a*dditional terms of agreement:**

1) How will parties to the Agreement communicate program requirements and ensure compliance?

2) Which party will distribute the free and reduced price meal eligibility applications to all households?

3) Which party will process the applications including determining eligibility, notifying applicants, providing a hearing official, and updating eligibility changes?

4) How and when will the Receiving Site provide the monthly meal counts by student eligibility, the edit check and average daily attendance to the SFA for the monthly claim?

5) Where will the meals be prepared?

6) What is the time of service?

7) How will meals/snacks be transported if needed?

8) Which party will collect money from students and adults?

9) What will the policy be 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.)

10) CNP 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?

11) How will student involvement in the CNP (e.g., advisory groups, taste panels, surveys, menu planning) be handled?

12) Terms regarding cancellation rights by either party should be discussed, should an unforeseen problem arise.

13) Does the Receiving Site have the proper equipment for meal service?

14) Who will purchase and/or own future equipment purchases?

15) If/when the Agreement ends, what happens to the equipment?