

**ALLEGHENY INTERMEDIATE UNIT
COMPREHENSIVE SERVICES AGREEMENT - 2023-2024**

This Comprehensive Services Agreement ("Agreement") is made this 1st day of July, 2023 (the "Effective Date"), by and between the ALLEGHENY INTERMEDIATE UNIT ("AIU"), and the _____ ("District/School") (collectively, "Parties").

WHEREAS, the AIU is a regional education service agency that provides specialized services to Allegheny County's 42 suburban school districts, five career and technical schools, charter schools and numerous other organizations throughout the area; and

WHEREAS, the District/School wishes to receive certain services from the AIU in exchange for agreed-upon fees; and

WHEREAS, this Agreement does not obligate the District/School to purchase any particular service from the AIU, but pertains to services that the District/School chooses to receive.

NOW, THEREFORE, for good and adequate consideration and with the intent to be legally bound, the Parties agree as follows.

1. **Scope.** The terms of this Agreement, while in effect, shall apply to the AIU's provision of services to the District/School and shall be deemed to be incorporated into all of the Parties' contemporaneous and subsequent agreements through which the AIU provides services and the District/School receives such services. To the extent the terms of this Agreement and those of a contemporaneous or subsequent agreement conflict, the terms of the other agreement shall control.
2. **Duration.** This Agreement shall commence as of the Effective Date and shall remain in effect through June 30, 2024, subject to prior termination in accordance with Paragraph 13 hereof.
3. **Services Guide; Pricing.** It is agreed that services provided by the AIU are rendered throughout the school year and that the AIU periodically invoices for fees for services provided to the District/School as outlined in the AIU's 2023-2024 Services Guide ("Services Guide"). Fees for programs not listed in the Services Guide will be determined on a case-by-case basis, subject to approval of an addendum or other written agreement by the governing boards of the District/School and the AIU. By executing this Agreement, the District/School explicitly acknowledges receipt of the Services Guide and expressly accepts the pricing schedule for all of the services listed therein.
4. **Invoicing; Payment.** By accepting the services provided by the AIU, the District/School agrees to pay for those services at the prices specified in the Services Guide and to do so no later than sixty (60) days from the invoice date. The AIU may apply a late payment charge of 1% per month on any unpaid balance more than sixty (60) days past due, retroactive to the invoice date.

The District/School will be invoiced in accordance with the Services Guide. It is agreed that the District/School will be invoiced for all programs and services provided and utilized by each student. Any delay in invoicing by the AIU will not affect the duty of the District/School to pay the invoice for the services received. The District/School agrees that a failure or delay in invoicing shall not constitute a waiver of the right of the AIU to be paid in full for services received by the District/School.

To ensure that the cost of services is properly allocated among districts, as well as the accuracy of each AIU invoice, the District/School understands and agrees that it is responsible to review all invoices when received; to audit the invoices to ensure that they accurately reflect the services received for each student identified; and to verify whether each student resided in the district being charged for services during that billing period.

The District/School agrees to pay the AIU the price for each program or service requested by the District/School as listed in the Services Guide. Further, in the event schools are closed on account of contagious disease, the destruction or damage of a school building by fire or other causes during the term of this Agreement, the District/School agrees to pay the AIU the greater of (1) an amount necessary to pay the salaries and fringe benefits of the teachers, as defined by the Public School Code, engaged by the AIU to provide services to the District/School as requested or (2) such amount required by the Public School Code, as it may be amended, or other applicable law.

5. **Special Education Services.** Any special education services requested by the District/School and provided by the AIU shall be governed by Addendum A: Special Education Services, attached hereto and incorporated herein by reference as though set forth in full.

6. **Compliance With Applicable Law.** The AIU shall ensure that its services comply with all requirements of Pennsylvania and federal law, to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of the AIU. The AIU represents and warrants that it and its employees, agents or personnel providing services pursuant to the terms of this Agreement possess the skills, qualifications, experience, licenses and certifications necessary to perform adequately such services. The AIU shall comply with all federal and Pennsylvania laws regarding the confidentiality of educational records of District/School students, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. Part 99) and 22 Pa. Code §§ 12.31-12.33. The District/School shall provide such action, assistance or cooperation as required to ensure that students receive services in compliance with state and federal law.

7. **Clearances.** With respect to all individuals providing services to the District/School on behalf of the AIU except those having no direct contact with children, the AIU shall ensure that such individuals provide to the AIU the following clearances in accordance with legal requirements:

- a. A Pennsylvania State Police report of criminal history record information as required by Act 34, 24 P.S. § 1-111(b);
- b. A Federal criminal history record as required by Act 114, 24 P.S. § 1-111(c.1); and

- c. A certification from the Pennsylvania Department of Human Services as to whether the individual is named as an alleged perpetrator or perpetrator of child abuse, as required by Act 151, 23 Pa. C.S. § 6344(a.1), (b.2).

Further, the AIU shall ensure that it and such individuals shall comply with the employment history review provisions of Act 168, 24 P.S. § 1-111.1, and the child abuse recognition and reporting training requirements of Act 126, 24 P.S. § 12-1205.6.

8. **Relationship of the Parties.** The Parties acknowledge that the AIU is an independent contractor of the District/School and that all individuals providing services under this Agreement are employees or independent contractors of the AIU and not the District/School. Nothing contained in this Agreement will be deemed to create an employment, agency, joint venture or partnership relationship between the District/School and the AIU or any of their respective agents or employees, or any other legal arrangement that would impose liability upon one party for an act or a failure to act of the other party. Neither the District/School nor the AIU will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever without the other party's prior written consent.

9. **Liabilities.** Subject to any immunities provided by the Political Subdivision Tort Claims Act or other law, the Parties agree to indemnify, defend and hold harmless each other, their respective directors, officers, employees and agents, against all claims, damages, losses, or penalties that result from the acts or omissions of their own employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicles provided or used by such party. The Parties agree to indemnify, defend and hold harmless each other against all claims, damages, losses, or penalties resulting from any judicial, administrative or other determination that any staff member of one party hereto is an employee or agent of the other party hereto.

10. **No Third-Party Beneficiaries.** This Agreement is entered into for the sole benefit of the District/School and the AIU. No other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under or to this Agreement.

11. **Assignment.** Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned or delegated (whether by operation of law or otherwise) without the prior written consent of the other party.

12. **Force majeure.** The AIU will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion or generalized lack of availability of energy.

13. **Termination.** Either Party may terminate this Agreement and any services provided hereunder upon at least 60 days' prior written notice to the other Party. Individual services provided hereunder may be terminated with less than 60 days' notice if mandated by

an Individualized Education Program (“IEP”) or an order of a hearing officer, the Secretary of Education or a court of competent jurisdiction.

14. **Governing Law; Venue.** This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for all purposes shall be in courts of competent jurisdiction sitting in Allegheny County, Pennsylvania.

15. **Interpretation.** In any proceeding of any type or kind in which this Agreement or its terms shall be reviewed, construed, or brought into issue in any manner, the Parties hereby agree that this Agreement shall be construed as if jointly prepared, written and typed by the Parties. It is agreed that the covenants of this Agreement are severable, and that if any word, phrase, clause(s), sentence(s), paragraph(s) shall be found unenforceable, the entire Agreement shall not fail but shall be construed and enforced without the severed language in accordance with the tenor of this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, even though both Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means. Each of the Parties agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by both Parties to the same extent as an original signature.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the AIU and the District/School concerning the programs and services to which it applies; supersedes all prior or contemporaneous agreements and understandings, written or oral, with respect to the subject matter hereof; and shall be modified only in a writing approved by the Parties’ respective governing boards.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below, intending to be legally bound hereby.

ALLEGHENY INTERMEDIATE UNIT

DISTRICT/SCHOOL

By: _____
President, Board of Directors

By: _____
President, Board of Directors

Attest:

Attest:

By: _____
Secretary, Board of Directors

By: _____
Secretary, Board of Directors

Date: _____

Date: _____

**ALLEGHENY INTERMEDIATE UNIT
COMPREHENSIVE SERVICES AGREEMENT – 2023-2024**

**ADDENDUM A:
SPECIAL EDUCATION SERVICES**

1. **Services Provided.** For the 2023-2024 school year, the Allegheny Intermediate Unit (AIU) shall provide and operate, for the benefit of students assigned by the District/School, the special education services and programs delineated in the AIU Special Education Plan ("Plan"), as approved by the Department of Education, by furnishing the following:

- a. Professional and support staff, as required to implement the Plan in accordance with all applicable provisions of state and federal law;
- b. Administrative, supervisory and clerical staff as required to effectively and efficiently implement the Plan and this Agreement;
- c. Such supplies, equipment and other materials as necessary to implement the Plan and as mutually agreed upon by the Parties;
- d. Such classrooms and facilities as required to implement the Plan in accordance with state and federal law, to the extent the program or service is provided or operated upon premises not owned or leased by the District/School; and
- e. Any other personnel, facility, material or service mutually agreed upon by the Parties, subject to approval by their respective governing boards.

Services provided include but are not limited to those outlined in the Services Guide, such as Blind/Visually Impaired Services; Career Development Services; Deaf/Hard of Hearing Services; School-Based Educational Services at the AIU-operated Mon Valley, Pathfinder and Sunrise Schools; District-Based Classrooms; Speech/Language-Impaired Support; Pupil Personnel Services; and Occupational and Physical Therapy.

2. **Programs Provided on District/School Premises.** For special education programs and services provided by the AIU on premises owned or leased by the District/School, the District/School shall provide the following:

- a. Classroom and other space necessary for the provision of services;
- b. Assistance, cooperation and participation of District/School administrative, professional and support staff in the development and implementation of accommodations, supplementary aids and support services necessary to include, to the fullest extent appropriate, students assigned to special education programs in educational and extracurricular activities, regular education support, regular education instruction and ancillary services, such as nursing, counseling, library,

physical education, food, custodial and maintenance services, as necessary to meet the needs of the students assigned to the program; and

- c. Any other personnel, facility, material or service mutually agreed upon by the Parties, subject to approval from their respective governing boards.

3. **Multidisciplinary Evaluation and IEP Development.**

- a. **For Students Receiving AIU Services on District Premises.** The District/School, in cooperation with the AIU, shall conduct student Multidisciplinary Evaluations (“MDEs”) and Re-evaluations (“RRs”) and develop Individualized Education Programs (“IEPs”) and revise those plans as necessary for exceptional and thought-to-be exceptional students of the District/School. The District/School will provide the AIU staff with an opportunity to participate in the development of RR and IEPs.
- b. **For Students Receiving Services in AIU-Operated Schools.** The AIU, with cooperation and participation by the District/School, shall conduct student MDEs and RR and develop IEPs and revision procedures for exceptional and thought-to-be exceptional students of the District/School. The District/School recognizes that it remains the Local Education Agency (“LEA”) for the student and is responsible for ensuring that the student’s IEP provides for a free appropriate public education (“FAPE”). Therefore, the District/School will participate in the development of MDEs, RR and IEPs that outline specially designed instruction, accommodations and supplementary aids and services for students.
- c. **For All Students Receiving AIU Services.** Specially designed instruction, accommodations, supplementary aids and services required by any IEP or any order of a hearing officer, appeals panel, the Secretary of Education or court and beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the Parties, subject to approval by their respective governing boards. In such instances, the AIU administration will work with the District/School as LEA in identifying the appropriate service. The District/School agrees that the AIU shall not be liable to the District/School on account of a hearing officer’s or court’s determination that an IEP does not provide FAPE.

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Allegheny Intermediate Unit Comprehensive Services Agreement – 2023-2024
Addendum A: Special Education Services

4. **Tuition; Fees for Speech, Hearing and Vision Services.** Tuition for the AIU-Operated Special Education Schools and fees for speech, hearing and vision services will be invoiced and paid in installments according to the schedule below:

Invoice Date	Services Billed: School Tuition and Fees for Speech, Hearing and Vision	Based on Data* As Of
September 15, 2023	Services anticipated for August through October	September 1, 2023
November 15, 2023	Services anticipated for November through December, <i>plus adjustments relative to September billing</i>	November 1, 2023
January 16, 2024	Services anticipated for January through February, <i>plus adjustments relative to November billing</i>	January 1, 2024
March 15, 2024	Services anticipated for March through April, <i>plus adjustments relative to January billing</i>	March 1, 2024
May 15, 2024	Services anticipated for May through June, <i>plus adjustments relative to March billing</i>	May 1, 2024
June 17, 2024	Final invoice reconciling payments with the actual final 2023-2024 special education database, verified in June; may result in a credit to the District/School or payment due to the AIU, exclusive of the special education school reconciliation.	June 2024

* Refers to student information in the AIU special education database.

NOTE: Services requested by the District/School after the review of the special education database as of September may result in additional invoices.

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5. **Reconciliation for AIU-Operated Special Education Schools.** Because of the fluctuating nature of student enrollment at the AIU-operated special education schools, it is agreed that the overall operating cost for each school will be continuously monitored to determine whether revenue and expenses are in alignment with budgeted projections. The parties agree that at the conclusion of the 2023-2024 school year, the AIU will perform a reconciliation of its special education school revenues and expenses for the entire school year. If the AIU revenues from the school programs provided under this Agreement exceed the expenses incurred in providing such services, the District/School will receive a pro-rata credit; if the AIU's expenses incurred in its school programs exceed the revenues received by the AIU, the District/School will be responsible for and pay to the AIU a pro-rata share of the excess expenses. The reconciliation process will be conducted as follows:

Date	AIU-Operated Special Education School Review and Reconciliation
August 15, 2024	Final reconciliation of revenues and expenses for the entire school year will be completed and issued to the District/School. This may result in a credit to the District/School or payment due the AIU
September 2, 2024	District/School payment to the AIU for the pro-rata share of excess expenses, and/or ...
January 31, 2025	AIU credit issued to the District/School for the pro-rata share of excess revenues

Any District/School due to receive a reconciliation credit and having open balances payable to the AIU greater than 60 days past due will have the credit applied to open balances or withheld until payment is received, as appropriate.



HUMAN SERVICES ADMINISTRATION ORGANIZATION

2801 CUSTER AVENUE

PITTSBURGH, PA 15227

PHONE : (412) 884-4500 FAX : (412) 885-3900

SAP Letter of Agreement

This Letter of Agreement is between HSAO and the *Shaler Area School District*. Both parties agree to cooperate in providing services for the Student Assistance Program.

SECTION A: Provider Agency Responsibilities

HSAO agrees to adhere to all related federal, state and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services and any other statutory or regulatory provisions pertaining to the Student Assistance Program. Additional responsibilities of the SAP liaison provider agency include:

1. The provider agency contact: the provider agency supervisor, Lisa Ashbaugh, can be contacted at (412) 942-0814 should the need arise.
2. Provider agency agrees to designate a qualified liaison (bachelor's level minimum) to provide SAP services to the district as outlined in Section A of this Letter of Agreement. The SAP liaison will act as an ad hoc member of the building Student Assistance Program core team (hereafter referred to as the SAP team). The SAP liaisons for *Shaler Area School District* will be identified for the 2023-2024 school year and will serve as a member of the core team as MH/D&A liaison. The SAP liaisons will attend approximately 14 scheduled core team meetings per month for the purpose of consultation, recommendations, referrals, case management, and follow-up services.
3. The SAP liaison will provide: site-based student screenings/assessments for MH and/or D&A treatment if recommended by the SAP team and parent/guardian permission is secured. The provider agency will secure releases of information from the student/parent/guardian prior to disclosing information to agencies that may be involved in handling a referral. Screenings/assessments completed by the liaison will be completed within 2 weeks after receiving a referral.
4. The SAP liaison will provide referral information for identified students. Referral information should include identification of agencies and/or resources that could serve the needs of identified students and their families. The provider agency liaison may assist the identified student and/or family in the coordination of appropriate services.
5. The SAP liaison will provide follow-up with parents and students as permitted through the MH/ID and SCA contracts with the county.
6. The SAP liaison will provide postvention assistance to core teams, students, family, and faculty with significant events that would adversely affect the school and community (i.e.

student death or other tragic event) as needed/requested by the district.

7. The SAP liaison will provide technical assistance to core teams regarding best practices for SAP as per state standards and guidelines.
8. The SAP liaison will provide psycho- education groups offered to students referred through the core team if permitted via the county MH/ID and SCA contracts. Student participation in these groups shall be provided only with parental permission in accordance with school policies. (Best practice: at least one of the co-facilitators of the team should be school district personnel).
9. The SAP liaison will provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or educational groups.
10. The SAP liaison will assist with faculty in-service and student orientation within the limits of staff availability.
11. The SAP liaison will provide educational resources to school personnel, students, families, and community as requested and within the limits of staff availability.
12. The SAP liaison will facilitate or participate in core team maintenance.
13. The SAP liaison will consult with schools around strategies for engaging parents in the SAP process.
14. The SAP liaison will provide technical assistance to the school districts for policy development in areas related to his/her field of expertise.

SECTION B: School District Responsibilities

The *Shaler Area School District* agrees to comply with all related federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services within school districts, including but not limited to the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights. The school district also agrees to provide a SAP team that complies with the BEC 24 P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of the school district include:

1. The school district will designate a contact person between the team and the provider to ensure effective communication. The school district's contact will be LeeAnn Guido and can be reached at 412-492-1200 x 1526.
2. The school district will appropriate a safe and private space in the school where the SAP liaison can provide services and adhere to SAP confidentiality provisions.
3. The school district will provide copies of the district's alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, a schedule of special

activities, and any other school policies, which may affect Student Assistance Program services.

4. The school district will provide family and community education on the Student Assistance Program.
5. The school district will provide faculty, pupil personnel and student orientation to the Student Assistance Program that includes staff, services, and referral procedures.
6. The school district will provide release time as established by the core team for referred students. Release time shall coincide with the normal school day and will be designed so that instructional time is not abused.
7. The school district will contact parents or guardians of identified students in order to explain referral, gather information, and obtain permission to involve students in the Student Assistance Program.
8. The school will submit data (on-line reporting) regarding the Student Assistance Program as requested to the Departments of Health, Education, and Public Welfare.
9. The school district will appoint a representative from Central Office along with the Building Administrator(s) or designee(s) to attend and participate in the established SAP County Coordination Team and/or SAP District Council Meetings that will be held within the school year.

SECTION C: Records

Provider and School District agree to the following regarding records:

All records generated by the school district's Student Assistance Team, with respect to individual students, are records of the district; the retention and disclosure of which shall be governed by the policies of the district and applicable federal laws which include:

FERPA (Family Education Rights and Privacy Act of 1974) and HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations should govern procedures regarding any records developed from agency screenings or assessments.

FERPA, amended in 2002 provides parental rights to inspect, review, amend and control disclosure form a child's school record.

HIPAA is a federal mandate that requires safeguards that protects health information and provides guidelines for disclosing protected information. HIPAA is designed to regulate the exchange of confidential and sensitive information. It requires providers of health care services, including behavioral health providers to keep information secure and available only to authorized personnel by defining standards and methods that will safeguard information

Protection of Pupil Rights Law (HATCH Amendment 2002) (BEC 20 USC 1232h) which states that" ...No student shall be required, as part of any program, to submit to a survey, analysis, or evaluation that reveals information concerning: ... Mental and/or psychological problems... without the consent of the parent."

When a student has been referred to a liaison designated by the provider agency for screening/or assessment, the records generated become the property of the provider and are regulated by the applicable Mental Health laws (PA Code Title 55) which requires parental consent for release of information when the child is under the age of 14; for Drug and Alcohol (42 CFR Part 2, Chapter 1) which states that it is the minor patient (student) of a Drug and Alcohol facility or program that controls the release of records and that the minor can receive Drug and Alcohol treatment without the consent of his or her parents.

SECTION D: Conflict Resolution Process

Should there be a conflict between the Core Team and the Provider agency (liaison); the conflict resolution process should work through the levels as follows:

- Step 1. Members of the Core Team and Provider Agency Liaison meet to discuss conflict.
- Step 2. School Building Administrator and Administrator of Local Provider Agency meet.
- Step 3. School District Central Office Administrator, County Mental Health and/or Drug and Alcohol Administrator meet.
- Step 4. Chief School Administrator/Superintendent, Office of Mental Health Community Program Manager or Office of Drug and Alcohol Programs Representatives, and Pennsylvania Network for Student Assistance Services' Regional Coordinator meet.
- Step 5. Commonwealth SAP Interagency Committee meets.

Note: The personnel indicated at each step do not preclude the inclusion of other individuals involved with the Student Assistance Program.

SECTION E: Agreement Terms

As a result of this agreement, SAP liaisons from the agency, are school officials and thus have a legitimate educational interest in participating as full members of the SAP Team.

This agreement will be in force throughout the 2023-2024 contract/school year. Effective dates of this agreement are 7/1/2023- 6/30/2024. Agreements will be renewed on a yearly basis. Should either party choose to be released from this agreement, written notification must be made within thirty (30) days of termination to all parties whose signatures appear on this document. This agreement can be amended by mutual agreement of both parties.

FOR SCHOOL DISTRICT

Superintendent

Date

FOR PROVIDER

Executive Director

Date

cc: SAP Liaisons
Building Administrators
SAP Core Team Coordinator or SAP Team Representatives
SCA Administrator
MH/ID Administrator

SHALER AREA SCHOOL DISTRICT

No: 808

SECTION: OPERATIONS

TITLE: FOOD SERVICES

ADOPTED: AUGUST 19, 1998

REVISED: APRIL 16, 2003; DECEMBER 10, 2008; MAY 12, 2010; JUNE 21, 2017

808. FOOD SERVICES	
1. Purpose	The Board recognizes that students require adequate, nourishing food and beverages in order to grow, learn and maintain good health. The Board directs that students shall be provided with adequate space and time to eat meals during the school day.
2. Authority SC 504, 807.1, 1335, 1337 42 U.S.C. Sec. 1751 et seq, 1773 2 CFR Part 200 7 CFR Parts 210, 215, 220 FNS Instruction 113-1 SC 504 42 U.S.C. Sec. 1760 42 U.S.C. Sec. 1760	<p>The food service program shall be operated in compliance with all applicable state and federal laws and regulations, as well as federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture (USDA).</p> <p>The district shall ensure that, in the operation of the food service program, no student, staff member, or other individual shall be discriminated against on the basis of race, color, national origin, age, sex, or disability.</p> <p>Food sold by the school may be purchased by students and district employees but only for consumption on school premises or at school-sponsored events. The price charged to students shall be established annually by the district in compliance with state and federal laws.</p> <p>Nonprogram food shall be priced to generate sufficient revenues to cover the cost of such items. A nonprogram food shall be defined as a food or beverage, other than a reimbursable meal or snack, that is sold at the school and is purchased using funds from the child nutrition account. Nonprogram foods include but are not limited to adult meals and a-la-carte items. All revenue from the sale of nonprogram food shall accrue to the child nutrition program account.</p>
3. Delegation of Responsibility SC 504	<p>Operation and supervision of the food service program shall be the responsibility of the Director of Business Affairs.</p> <p>The individual, in conjunction with the food service provider responsible for the operation and supervision of the food service program, shall present to the Board each month for its approval a statement of receipts and expenditures for cafeteria funds.</p>

SC 504, 1337	Cafeterias shall be operated on a nonprofit basis. A periodic review of the cafeteria accounts shall be made by the Director of Business Affairs.
SC 504, 1335, 1337 42 U.S.C. Sec. 1751 et seq, 1773 7 CFR Parts 210, 215, 220	The contracted food service provider responsible for the operation and supervision of the food service program shall ensure that school meals meet the standards required by the School Breakfast Program, the National School Lunch Program and the Special Milk Program.
3 Pa. C.S.A. Sec. 5713 42 U.S.C. Sec. 1758(h) 7 CFR Sec. 210.13, 210.30	<p>The Superintendent or designee shall comply with state and federal requirements for conducting cafeteria health and safety inspections and ensuring employee participation in appropriate inspection services and training programs.</p> <p>The Superintendent or designee shall develop and disseminate administrative regulations to implement this policy.</p>
FNS Instruction 113-1	The Superintendent or designee shall post this policy on the District website for students, parents/guardians, and employees concerning the contents of this policy and applicable administrative regulations.
4. Guidelines Pol. 246	<p>To reinforce the district's commitment to nutrition and student wellness, foods served in school cafeterias shall:</p> <ol style="list-style-type: none"> 1. Be carefully selected to contribute to students' nutritional well-being and health. 2. Meet the nutrition standards specified in law and regulations and approved by the Board. 3. Be prepared by methods that will retain nutritive quality, appeal to students, and foster lifelong healthy eating habits. 4. Be served in age-appropriate quantities, at reasonable prices.
SC 504	<p>All funds derived from the operation, maintenance or sponsorship of the food service program shall be deposited in the separate cafeteria fund, in the same manner as other district funds. Such funds shall be expended in the manner approved and directed by the Board. District advances to the food service program may be returned to the district's general fund from any surplus resulting from its operation.</p> <p><u>Procurement</u></p>
Pol. 610, 626	Procurement of goods or services for the food service program shall meet the requirements of applicable law, regulations and Board policy and procedures.

<p>42 U.S.C. Sec. 1758 7 CFR Part 245</p>	<p><u>Free/Reduced-Price Meals and Free Milk</u></p> <p>The district shall provide free and reduced-price meals and/or free milk to students in accordance with the terms and conditions of the National School Lunch Program, the School Breakfast Program, and the Special Milk Program.</p>
<p>7 CFR Sec. 15b.40 Pol. 103.1, 113, 209.1</p>	<p><u>Accommodating Students With Special Dietary Needs</u></p> <p>The district shall make appropriate food service and/or meal accommodations to students with special dietary needs in accordance with applicable law, regulations and Board policy.</p>
<p>42 U.S.C. Sec. 1758(h) 7 CFR Sec. 210.13, 220.7</p>	<p><u>School Food Safety Inspections</u></p> <p>The district shall obtain two (2) safety inspections per year in accordance with local, state, and federal laws and regulations.</p> <p>The district shall post the most recent inspection report and release a copy of the report to members of the public, upon request.</p>
<p>42 U.S.C. Sec. 1758(h) 7 CFR Part 210, Part 220</p>	<p><u>School Food Safety Program</u></p> <p>The district shall comply with federal requirements in developing a food safety program that enables district schools to take systematic action to prevent or minimize the risk of foodborne illness among students.</p>
<p>7 CFR Sec. 210.9, 210.13, 220.7</p>	<p>The district shall maintain proper sanitation and health standards in food storage, preparation and service, in accordance with applicable state and local laws and regulations and federal food safety requirements.</p>
<p>42 U.S.C. Sec. 1751 et seq, 1773 7 CFR Sec. 210.30</p>	<p><u>Professional Standards for Food Service Personnel</u></p> <p>The district shall comply with the professional standards for school food service personnel who manage and operate the National School Lunch and School Breakfast Programs. For purposes of this policy, professional standards include hiring standards for new food service program directors and annual continuing education/training for all individuals involved in the operation and administration of school meal programs. Such professional standards shall apply to both district-operated food service programs and contracted food service programs.</p>
	<p><u>School Meal Charges and Accounts</u></p> <p>To ensure the effective operation of the district's food service program, the district establishes the following guidelines for payment of student school meals:</p>

1. The district shall assign individual accounts to each student for the purchase of meals served in school cafeterias, which ensure that the identity of each student is protected.
2. The district shall notify students and/or parents/guardians when the student's account reaches a low balance.
3. The district shall notify students and/or parents/guardians when the student's account reaches a negative balance. The notice shall include a description of the consequences for failure to make payment.
4. The district shall provide students and/or parents/guardians with information on payment options and free and reduced-price meals and/or free milk.
5. The district may permit students to charge a meal, impose a limit on charged meals, and/or offer a reimbursable ~~or alternate~~ meal when the student forgets or loses his/her money or when his/her account has insufficient funds. Appropriate modifications to an alternate meal shall be made when required by the student's documented special dietary need.

This policy and any applicable procedures or administrative regulations regarding meal charges shall be communicated annually to school administrators, school food service personnel, other appropriate school staff, and contracted food service personnel.

The district shall provide parents/guardians with a written copy of this policy and any applicable procedures or administrative regulations at the start of each school year, when a student enrolls in school after the start of the school year, and when a parent/guardian is notified of a negative balance.

Collection of Unpaid Meal Charges

Reasonable efforts shall be made by the district to collect unpaid meal charges from parents/guardians. Efforts taken in the collection shall not have a negative impact on the student involved, but shall focus primarily on the parents/guardians responsible for providing funds for meal purchases.

References:

School Code – 24 P.S. Sec. 504, 807.1, 1335, 1337

Food Protection – 3 Pa. C.S.A. Sec. 5713

National School Lunch Program – 42 U.S.C. Sec. 1751 et seq.

School Breakfast Program – 42 U.S.C. Sec. 1773

Healthy, Hunger-Free Kids Act of 2010 – P.L. 111-296

Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations – 2 CFR Part 200

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, Title 7, Code of Federal Regulations – 7 CFR Part 15

National Food Service Programs, Title 7, Code of Federal Regulations – 7 CFR Part 210, Part 215, Part 220, Part 245

U.S. Department of Agriculture Food and Nutrition Service (FNS) Instruction 113-1

Board Policy – 000, 103, 103.1, 113, 209.1, 246, 610, 626