

**INTER-AGENCY CATERING AGREEMENT  
BETWEEN TWO CHILD NUTRITION SPONSORS**

This agreement (“Agreement”) is entered into on **July 1, 2016** by and between **Tucson Unified School District (10-02-01)** (“Caterer”) and **Tucson International Academy (CTD#>** (“Sponsor”) for school breakfast and/or lunches.

**BACKGROUND**

Whereas, it is not within the capability of the Sponsor to prepare specified meals under the following program(s): **National School Lunch Program (NSLP); School Breakfast Program (SBP); After School Care Snack (ASCS)** program(s).

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Sponsor’s facility(ies); and Whereas, the Vendor is willing to provide such services to the Sponsor on a Fixed-fee contract reimbursement basis.

Therefore, both parties agree as follows:

**AGREEMENT**

1. Vendor Responsibilities

- 1.1. **Food Services:** The Vendor agrees to prepare specified meals for delivery **inclusive** of milk or juice to the site specified in Paragraph 1.2 per the agreed upon menu planning option specified in Paragraph 1.6. The Sponsor has approved the menu, which is incorporated into this Agreement by this reference.
- 1.2. **Service Site(s):** For the purpose of this Agreement, the Vendor shall make and deliver meals that comply with the **NSLP/SBP** program (s) and this Agreement to the food service site at the following location(s):

Site Name	Address	Estimated # of Breakfasts	Estimated # of Lunches
TIA Central	1230 E Broadway Blvd., Tucson, AZ 85719	60 meals/ day	90 meals/ day
TIA Midvale	1625 W Valencia Rd., Tucson, AZ 85746	70 meals/ day	165 meals/ day
TIS East	450 N pantano Rd, Tucson, AZ 85710	50 meals/ day	100 meals/ day
TIA West	2700 W Broadway Blvd., Tucson, AZ 85745	70 meals/ day	135 meals/ day

- 1.3. **Delivery Requirements:** The Vendor shall make deliveries of the meals within the hours and on the days designated below. The Vendor shall make deliveries only to the authorized

Site(s) above on the following day(s) and time(s):

Site Name	Start Date	End Date	Day(s)	Time Range
TIA Central	8/03/2016	5/25/2017	Monday - Friday	7:00 am – 7:30 am 10:10 am – 10:40 am
TIA Midvale	8/03/2016	5/25/2017	Monday - Friday	7:10 am – 7:40 am 10:00 am – 10:30 am

<b>TIS East</b>	8/03/2016	5/25/2017	Monday - Friday	7:30 am – 8:00 am 10:35 – 11:00 am
<b>TIA West</b>	8/03/2016	5/25/2017	Monday – Thurs	7:40 am – 8:00 am 10:30 am – 11:00 am

1.4. Price: Vendor’s price for each meal as based on the Sponsor’s written estimate of meals needed, except as provided in Paragraph 1.9. The Price shall be firm for the term of the contract. Each NSLP meal is **\$2.50**  
Each SBP meal is **\$1.60**

1.5. Menu Preparation and Approval: Vendor shall provide the Sponsor, for approval, a proposed 21-days cycle menu for the operational period, at least **10 business days** prior to the beginning of the period to which the menu applies. Any changes to the menu made after Sponsor approval must be agreed upon by the Sponsor and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Sponsor whenever the Sponsor determines certain items to be unacceptable. Such items can be determined to be unacceptable because of (1) a monotonous diet resulting from items served frequently or the similarity to other items; (2) the nutritional needs of the students; (3) susceptibility to spoilage; and (4) excessive waste resulting from unpopularity of items with students. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage adjustment shall be made in such a manner that the children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

1.6. Food Preparation: Vendor shall assure that each meal provided to the Sponsor under this Agreement meets the minimum requirements for reimbursable meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The Vendor must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR §210.10 for NSLP and §220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and fluid milk. The Vendor shall meet grade level caloric, saturated fat, sodium and trans fat requirements. If the Sponsor participates in SFSP the Vendor shall meet the requirements of §225.

1.7. Recordkeeping: Vendor shall maintain full and accurate records/production worksheets that document: (1) the menus provided to the Sponsor during the term of this Agreement, (2) a listing of all components of each meal, and (3) an itemization of quantities and portion sizes of each component used to prepare each meal. The Vendor agrees to provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Vendor shall also maintain and make available:

1.7.1. Recipes, Nutrition Facts labels, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served;

1.7.2. Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal production records;

1.7.3. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Sponsor. Meal count documentation must include the number of meals requested by the Sponsor in writing.

1.8. Estimates: Vendor shall allow the Sponsor to increase or decrease the number of meal orders, as needed, when the request is made within **24 hours** of the scheduled delivery time.

1.9. Invoicing: Vendor shall present to the Sponsor an invoice accompanied by reports no later than the **30<sup>th</sup> day** of each month which itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source.

1.10. Certifications: Vendor shall provide the Sponsor with a copy of current health certifications for the food service facility in which it prepares meals for **NSLP/SBP/ASCS**. The Vendor also agrees to notify the Sponsor of the results of any health inspection that is made during the duration of this Agreement. The Vendor shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations. The Vendor shall assure that wholesome ingredients are used and that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated.

1.11. Record Retention: Vendor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement. Upon request make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the Sponsor, representatives of the Arizona Department of Education (ADE), USDA, the US General Accounting Office, and the Inspector General (OIG) for audits or administrative reviews at a reasonable time and place.

1.13. USDA Foods Vendor agrees to accept USDA Foods from the Sponsor. These USDA Foods will only be used in the preparation of meals provided for the **NSLP/SBP/ASCS**. The Vendor can only obtain the USDA Foods at the Sponsor site **unless approved for the Vendor caterer program**.

1.13.1 The Vendor must credit monthly for the value of all USDA Foods received for use in the school year (including both entitlement and bonus food), including the market value of donated foods contained in processed end products. Credit issued by the Vendor to the Sponsor for USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.

1.13.2 The Vendor must ensure that it has a perpetual inventory record maintained and submitted to the Sponsor on a monthly basis. Failure of the Vendor to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA Foods.

- 1.13.3 The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. The Vendor shall credit the Sponsor for the value of all USDA Foods received for the use in Sponsor's meal service in the school year, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products.
- 1.14 Offer Free and Reduced Meals: Vendor will not offer a la carte food service unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- 1.15 Buy American: Vendor will Buy American domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.
- 1.16 Energy Policy and Conservation Act: Vendor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871.3016.36)(i)(13)
- 1.17 HACCP: Vendor will provide the Sponsor, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.
- 1.18 "Permit To Operate" Health Certification: Vendor shall have State or local "Permit to Operate" health certification for any facility outside the school in which it prepares meals. The Vendor shall maintain the "Permit To Operate" health certification for the duration of the contract.
- 1.19 Food Safety Inspections: Vendor must have two (2) Food Safety Inspections completed every school year at the facility in which it prepares meals. The Vendor must provide Food Safety Inspection reports to the Sponsor when requested.
- 1.20 Meal Delivery: The Vendor meal delivery vehicle must be adequately constructed so as to protect the food, foodservice equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces must be clean at all times during transportation of meals.
- 1.20.1 During the transportation of meals, hot foods that are potentially hazardous must be kept at a minimum temperature of 135 degrees F at all times.
- 1.20.2 During the transportation of meals, cold foods that are potentially hazardous must be kept at or below 41 degrees F at all times and be transported in containers capable of maintaining temperatures at or below 41 degrees F.
- 1.20.3 Vendor must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served must be completed daily and maintained. The Vendor temperature log must be made available to the Sponsor once requested.

2. Sponsor Responsibilities

- 2.1. Retain Control of Food Service Program: Sponsor will retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA Foods.
- 2.2. Food Service Operation Conformance: Sponsor will ensure that the food service operation is in conformance with the School's Agreement with the Arizona Department of Education (ADE) to participate in Child Nutrition Programs.
- 2.3. Financial Responsibility: Sponsor will retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation.
- 2.4. Signature Authority: Sponsor will retain signature authority on the Child Nutrition Programs agreement and Free and Reduced Price Policy. Sponsor will retain signature authority for the annual Child Nutrition Programs application and by electronically submitting required information to ADE.
- 2.5. Price Control: Sponsor will retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals.
- 2.6. Household Application: Sponsor will review, approve or deny, and verify applications for free and reduced-price school meals in accordance with 7 CFR §245. Provide hearings related to eligibility determinations in accordance with 7 CFR §245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR §245.6a(e).
- 2.7. Contract Document: Sponsor will prepare all Vendor contract documents.
- 2.8. Program Monitoring: Sponsor will monitor all meals to ensure the food service is in conformance with program regulations.
- 2.9. Unacceptable Meal: Sponsor shall be responsible for informing the Vendor of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours of when the meal is delivered to the site.
- 2.10. Meal Estimates: Sponsor shall provide in writing, no later than **one (1) week** before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to Sponsor each day. The Sponsor shall notify the Vendor in writing of necessary increases or decreases in the number of meal orders within **24 hours** of the scheduled delivery time. Errors in meal order counts made by the Sponsor shall be the sole responsibility of the Sponsor.
- 2.11. Sponsor Representative Duties: Sponsor shall ensure that a Sponsor representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivery. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the **NSLP/SBP/ASCS** and with local health and safety codes.
- 2.12. Cleaning: Sponsor shall be responsible for cleaning the eating areas daily.

- 2.13. Approval of Menus: Sponsor shall notify the Vendor in writing within **10 days** of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.
- 2.14. NSLP Compliance: Sponsor shall assure that the Vendor has a copy of 7 CFR Part 210.10, the Meal Planning Option that is to be followed; and the USDA Team Nutrition Menu Planner and Food Buying Guide; the Arizona Nutrition Standards pursuant to Arizona Revised Statute 15-242 effective July 1, 2006; and all other technical assistance materials pertaining to the food service requirements of the **NSLP/SBP** programs. The Sponsor will, within 24 hours of receipt from the ADE/Health & Nutrition, advise the Vendor of any changes in the food service requirements.
- 2.15. Payment: Sponsor shall pay the Vendor by the **30<sup>th</sup> day** of each month the full amount as presented on the monthly itemized invoice. The Sponsor shall notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. The Sponsor shall pay the Vendor for all meals delivered in accordance with the agreement. *Neither ADE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement. In addition, neither ADE nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.*

3. General Terms

3.1. Employment: Vendor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment, and nondiscrimination in employment, 7 CFR Section 3016.36 (i)(3). USDA is an Equal Opportunity Provider and Employer.

3.2. Payroll Taxes and Costs: Vendor shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and Medicaid, and workers compensation costs.

3.3. Indemnity:

3.3.1. Vendor shall indemnify, defend and hold the Sponsor harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Vendor's negligent act or omission, theft by the Vendor's employees, or the negligent or intentional acts or omissions of the Vendor's agents or employees.

The Vendor shall defend any suit against the Sponsor alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Vendor's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Vendor to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.

3.3.2. Sponsor shall promptly notify the Vendor in writing of any claims against the Vendor or the Sponsor and, in the event a suit is filed, shall promptly forward to the Vendor all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without the Sponsor's consent. However, if the Vendor refuses or neglects to defend any such suit, the Sponsor may defend, adjust, or settle any such claim, and the costs of

such defense,  
attorney's fees, shall be

adjustment, or settlement, including reasonable  
charged to the Vendor.

3.4. Agreement Modification, Nonperformance or Default:

3.4.1. This Agreement constitutes the entire understanding between the Vendor and the Sponsor with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Sponsor and the Vendor. No assignment or transfer of this Agreement may be whole or in part, without the prior written consent of the Sponsor.

3.4.2. The Sponsor may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:

3.4.2.1. If the Vendor fails to make delivery of meals, other agreed upon items (i.e. eating utensils, supplies, storage equipment), or to perform the services within the time specified herein.

3.4.2.2. If the Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within forty-eight (48) hours after requested to do so.

3.5. Duration and Termination: This Agreement shall become effective **August 4, 2016** after both parties sign it and ADE approves it. The Vendor shall provide meals during the period starting on the Effective Date and ending on **May 25, 2017**. However, either party may, at any time during the life of this Agreement, terminate this Agreement by giving thirty (30) days notice in writing to the other party of its intention to do so. The Sponsor may terminate this Agreement upon written notice if Vendor fails to fully comply with the terms and conditions. All notices to the Sponsor shall be addressed to the Sponsor at the address listed on the signature page, and all notices to the Vendor shall be addressed to the Vendor at the address listed on the signature page.

3.6. Audit: Sponsor shall have the right, at its expense, to inspect the books and records of Vendor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at Vendor's place of business.

3.7. Applicable Law: The law of the State of Arizona shall govern this Agreement.

3.8. Cancellation: The Sponsor may cancel this Agreement under Arizona Revised Statutes §38-511(Cancellation for conflict of interest - [www.azleg.state.az.us/ars/38/00511.htm](http://www.azleg.state.az.us/ars/38/00511.htm)) for a violation of that statute. This notice complies with the requirements of that statute.

3.9. Termination without Cause: Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other of such party's intention to terminate this Agreement.

3.10. Unavailability of Funds: The Sponsor may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The Sponsor shall give the prompt written notice after it knows that funding will not be available.

3.11. Non-Discrimination: Vendor shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, marital or family status, national origin, veteran's status, sexual preference, or religion. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

3.12. Workers Compensation: Vendor shall maintain a system of coverage for workers compensation in conformance with applicable state law covering all of its employees who may be employed in connection with food service provided to the Sponsor.

3.13. Insurance: During the term of this Agreement, the Vendor shall maintain insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Vendor shall also name the Sponsor as insured under the liability policy for the duration of the contract. Vendor will provide the Sponsor with a certificate additionally And upon request, the evidencing such insurance coverage.

3.13.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of Agreement; and this

3.13.2. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Vendor's owned, hired, and non-owned vehicles.

3.14. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party.

3.15. Construction and Effect: A waiver of any failure under this Agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Agreement supersedes all prior negotiations, representations, or Agreements. The Article Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this Agreement by the respective references to them. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

3.16. Amendments to the Agreement: The parties cannot alter any provision in this Agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this Agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The parties must mutually agree, in a written document signed by both parties and attached to this Agreement, amend, add, or delete an Article



or Appendix. Any amendment to the time specified in the amendment.

this Agreement shall become effective at

For the Sponsor:

Jennifer E. Herrera  
Name of Representative

Owner  
Title of Representative

\_\_\_\_\_  
Signature

2700 W. BroaDWAY Blvd.  
Mailing Address, Street/PO Box

Tucson, Arizona 85745  
Mailing Address, City, State, Zip Code

520-792-3255  
Telephone

[jherrera@tucsoninternationalacademy.com](mailto:jherrera@tucsoninternationalacademy.com)  
E-Mail Address

\_\_\_\_\_  
Date

For the Vendor:

Shirley McKechnie-Sokol  
Name of Representative

Director of Food Services  
Title of Representative

\_\_\_\_\_  
Signature

2150 E. Fifteenth Street  
Mailing Address, Street/PO Box

Tucson, Arizona 85719  
Mailing Address, City, State, Zip Code

520-225-4700  
Telephone

[shirley.sokol@tusd1.org](mailto:shirley.sokol@tusd1.org)  
E-Mail Address

\_\_\_\_\_  
Date

## Meal Patterns – School Breakfast and School Lunch

<b>School Breakfast Meal Pattern, SY 2014-15, 5-Day</b>					
<b>Serve Only</b>	<b>Offer vs. Serve (OVS)</b>				
<ul style="list-style-type: none"> <li>Minimum 3 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain</li> </ul>	<ul style="list-style-type: none"> <li>Minimum 4 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain and 1 additional item (may be grain, fruit/juice/veg, or meat/meat alternate)</li> <li>Students must have at least 3 items on tray at POS, <b>NEW</b> 1 item must be a ½ cup Fruit/Juice/Vegetable</li> </ul>				
<b>REQUIRED</b>	<b>Grade K-5</b>	<b>Grade 6-8</b>	<b>Grade K-8</b>	<b>Grade 9-12</b>	<b>Grade K-12</b>
<p style="text-align: center;"><b>1 item of Fluid milk</b></p> <p>Must offer two varieties in fat content and/or flavor: Fat-free flavored, Fat-free plain, 1% plain</p>	1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
<p style="text-align: center;"><b>1 item of Fruits/Juice/Vegetables</b></p> <p>Juice must be 100% full-strength.  <b>NEW</b> No more than half weekly offering may be juice.  <b>NEW</b> In order to count starchy vegetables, must serve 2 cups of vegetables from other, dark green, red/orange and/or bean/peas subgroups in same week</p>	<b>NEW</b> 1 cup daily	<b>NEW</b> 1 cup daily	<b>NEW</b> 1 cup daily	<b>NEW</b> 1 cup daily	<b>NEW</b> 1 cup daily
<p style="text-align: center;"><b>1 item of Grains/Breads</b></p> <p>Daily and weekly minimums must be met. Flexibility for grain maximums.  <b>NEW</b> All of grains offered must be whole grain-rich</p>	1 oz/eq (daily) 7-10 oz/eq (weekly)	1 oz/eq (daily) 8-10 oz/eq (weekly)	1 oz/eq (daily) 8-10 oz/eq (weekly)	1 oz/eq (daily) 9-10 oz/eq (weekly)	1 oz/eq (daily) 9-10 oz/eq (weekly)
<b>OPTIONAL</b>					
<p style="text-align: center;"><b>1 item of Meat/Meat Alternate</b></p> <p>No daily or weekly requirement Item counts towards grain weekly requirement</p>	0	0	0	0	0
Calories Weekly Average	350-500	400-550	400-500	450-600	450-500
<b>NEW</b> Sodium (mg) Weekly Average	≤540	≤600	≤540	≤640	≤540
Saturated Fat (% of total calories) Weekly average	≤ 10				
Trans Fat Daily	0g/serving				

**School Lunch Meal Pattern, SY 2014-15, 5-Day**

Dietary Specifications: Weekly Average Requirement for a 5-Day week (Lunch)						
<ul style="list-style-type: none"> <li>AT POS: Must SERVE all 5 components in minimum required amount</li> </ul>			<ul style="list-style-type: none"> <li>AT POS: Must TAKE at least 3 components in minimum required amount, one must be fruit or vegetable</li> </ul>			
Component Specifications: Daily and Weekly Amount Based on the Average for a 5-Day week						
Grades		K-5	6-8	K-8	9-12	Additional Information
Fruit (cups)	Weekly (daily)	2½ (½)			5 (1)	Only 100% Fruit juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS	½			1	
	OVS: minimum amount to count at POS	½			½	
Total Vegetable (cups)	Weekly (daily)	3¾ (¾)			5 (1)	Only 100% Vegetable juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS	¾			1	
	OVS: minimum amount to count at POS	½			½	
Vegetable Subgroups (cups)		Minimum weekly amounts				
Dark green		½			½	No maximum for any subgroup. <i>*Must offer more than minimum weekly values in order to meet weekly total</i>
Red/Orange		¾			1¼	
Beans/Peas (legumes)		½			½	
Starchy		½			½	
Other		½			¾	Minimum creditable amount to count as a subgroup is 1/8 cup
To meet weekly requirement, vegetables from ANY subgroup		1			1	
Grains (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>	8-9* (1)	8-10* (1)	8-9* (1)	10-12* (2)	<b>NEW</b> All grains offered must be <b>whole grain rich</b>
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	Weekly, no more than 2 oz/eq. grain based dessert
Meat/ Meat Alternate (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>	8-10* (1)	9-10* (1)	9-10* (1)	10-12* (2)	
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	
Fluid milk (cups)	Weekly (daily)	5 (1)				Must offer two varieties daily. (Variety can be fat content or flavor)

Grades	K-5	6-8	K-8	9-12	Additional information
Minimum - Maximum calories (kcal)	550-650	600-700	600-650	750-850	
<b>NEW Sodium (mg) 2014-15</b>	$\leq 1230$	$\leq 1360$	$\leq 1230$	$\leq 1420$	This is Target 1 for sodium. Target 2 will be implemented in SY2017.
Saturated fat (% of calories)	$\leq 10$				
<b>Dietary Specifications: Daily Requirement for a 5-Day week</b>					
Grades	K-5	6-8	K-8	9-12	
Trans fat	Nutrition label or manufacturer spec must indicate zero grams of <u>trans fat</u> per serving				

### Contents of Snacks for After School Care Programs

Snacks served under this provision must meet the following meal pattern requirements for snacks.

Snack (supplement) for children	Ages 1 and 2	Ages 3 through 5	Ages 6 through 18
<b>Snack: (select 2 of these 4 components)</b> 1. Milk, fluid 2. Vegetable, fruit, or 100% full-strength juice*** 3. Grains/Breads (whole grain or enriched): Bread <b>or</b> cornbread, rolls, muffins, or biscuits <b>or</b> cold dry cereal (volume or weight, whichever is less) <b>or</b> cooked cereal, pasta, noodle products, or cereal grains 4. Meat or meat alternates: Lean meat, fish or poultry (edible portion as served) <b>or</b> cheese* <b>or</b> egg <b>or</b> yogurt <b>or</b> cooked dry beans or peas** <b>or</b> peanut butter, soy nut butter or other nut or seed butters <b>or</b> peanuts, soy nuts, tree nuts or seeds  <b>or</b> an equivalent quantity of any combination of the above meat/meat alternates	½ cup ½ cup  ½ slice ½ serving ¼ cup <b>or</b> 1/3 oz  ¼ cup  ½ oz ½ oz ½ egg <b>or</b> ¼ c 1/8 cup 1 Tbsp  ½ oz	½ cup ½ cup  ½ slice ½ serving 1/3 cup <b>or</b> ½ oz  ¼ cup  ½ oz ½ oz ½ oz ½ egg <b>or</b> ¼ c 1/8 cup 1 Tbsp  ½ oz	1 cup ¾ cup  1 slice 1 serving ¾ cup <b>or</b> 1 oz ½ cup  1 oz 1 oz 1 egg <b>or</b> ½ c ¼ cup 2 Tbsps  1 oz

\*Natural or Processed only.

\*\* In the same meal service, dried beans or dried peas may be used as a meat alternate **or** as a vegetable; however, such use does **not** satisfy the requirement for both components.

\*\*\* Juice may not be served when milk is served as the other component.

We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.