

INTER-AGENCY CATERING AGREEMENT

BETWEEN A SPONSOR AND A CATERING SFA

This agreement ("Agreement") is entered into on **July 1, 2018** by and between **Desert Valley Christian School CTD#>** ("Sponsor") and **Tucson Unified School District** ("Catering SFA") for school meals.

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)**

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

Therefore, both parties agree as follows:

AGREEMENT

1. Terms and Conditions

- 1.1. Duration: This Agreement shall become effective after both parties sign it and ADE approves it. The Catering SFA shall provide meals during the period starting on **August 13, 2018** and ending on **May 24, 2019**.
- 1.2. Food Services:
 - 1.2.1. The Catering SFA agrees to prepare specified meals for delivery **INCLUSIVE** of milk to the site(s), specified in Paragraph 1.3, per the required menu planning option specified in Section 2.1.
 - 1.2.2. The Catering SFA shall not subcontract any portion of this Agreement.
 - 1.2.3. The Catering SFA will not offer a la carte food service unless free, reduced, and full price reimbursable meals are offered to all eligible children.
- 1.3. Service Site(s): For the purpose of this Agreement, the Catering SFA shall make and deliver meals that comply with the programs listed in the Background Section of this Agreement to the food service site(s) **at the following location(s)**:
Desert Valley Christian School
1200 N. Santa Rosa Avenue
Tucson, AZ 85712
- 1.4. Delivery Requirements: The Catering SFA shall make deliveries of the meals within the hours and on the days designated below. The Catering SFA shall make deliveries only to the authorized Site(s) specified in Paragraph 1.3 **on the following day(s) and time(s)**:
Monday – Friday
7:00-7:30am Breakfast
10:45-11:15am Lunch
- 1.5. Price: The Catering SFA's price for each meal as based on the Sponsor's written estimate of meals needed, except as provided in Section 2.5. The prices shall be firm for the term of the contract.
Each NSLP meal is \$ **2.60**,
Each SBP meal is \$ **1.70**,

Each ASCS meal is \$ **0.70**,
Each SFSP meal is \$ **N/A**
Each SSO meal is \$ **N/A**
And each CACFP meal is \$ **N/A**

2. Program Regulations

2.1. Meal Pattern:

2.1.1. The Catering SFA 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).

2.1.2. The Catering SFA 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 Catering SFA shall meet grade level caloric, saturated fat, sodium and trans fat requirements. If the Sponsor participates in SFSP the Catering SFA shall meet the requirements of 7 CFR 225.

2.1.3. The Catering SFA shall provide reimbursable meals to meet the appropriate calorie and nutrient levels for the ages/grades of the children.

2.1.4. The Catering SFA shall plan and produce at least enough food to offer each child the minimum quantities under the meal pattern.

2.2. Buy American Provision:

2.2.1. The Catering SFA 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. 7 CFR 210.21(d)

2.2.2. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include:(1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

2.2.3. To be considered for the alternative or exception, the request must be submitted in writing to a designated official of the Sponsor, a minimum of **5** days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specification of the domestic product.

2.2.4. The Sponsor will approve the Catering SFA's requests for exception to the Buy American Provision and keep on file.

2.3. Menu Preparation and Approval:

2.3.1. The Catering SFA shall provide the Sponsor, for approval, a proposed cycle menu for the operational period, at least **10 business days** prior to the beginning of the period to which the menu applies.

2.3.2. The Sponsor shall notify the Catering SFA in writing within **10 business days** of receipt of the next period's proposed cycle menu, of any changes, additions, or deletions.

2.3.3. 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.

2.3.4. The Catering SFA 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; or
- (4) excessive waste resulting from unpopularity of items with students.

2.3.5. 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.

2.4. Meal Accommodations:

2.4.1. The Sponsor is required, based on Federal law and USDA regulations, to make reasonable modifications to accommodate children with disabilities. Modifications would include providing special meals, at no extra charge, to children with a disability when the disability restricts the child's diet. Modification requests shall be supported by a written statement from a State licensed healthcare professional. USDA Memo SP 59-2016

2.4.2. The Sponsor and the Catering SFA shall work together to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances. 7 CFR 15b.25 and 7 CFR 15b.6(b)

2.5. Meal Estimates:

2.5.1. The Sponsor shall provide in writing, no later than **August 6, 2018 12:00pm** before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to the Sponsor each day.

2.5.2. The Catering SFA shall allow the Sponsor to increase or decrease the number of meal orders, as needed.

2.5.3. The Sponsor shall notify the Catering SFA in writing of necessary increases or decreases in the number of meal orders within **24 hours** of the scheduled delivery time.

2.5.4. Errors in meal order counts made by the Sponsor shall be the sole responsibility of the Sponsor.

2.6. Meal Delivery:

2.6.1. The Catering SFA's 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.

2.6.2. During the transportation of meals, hot foods that are temperature controlled for safety, must be kept at a minimum temperature of 135° F at all times.

2.6.3. During the transportation of meals, cold foods that are temperature controlled for safety, must be kept at or below 41° F at all times and be transported in containers capable of maintaining temperatures at or below 41° F.

2.6.4. The Catering SFA 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 Catering SFA's temperature log must be made available to the Sponsor once requested.

2.7. Recordkeeping:

2.7.1. The Catering SFA shall maintain, and provide to the Sponsor daily, full and accurate production and menu records for the meals that are produced. The records must show how the meals contribute to the required food components (M/MA, V, F, G, and Fluid Milk). In addition, the records must show how the meals contribute to the applicable nutrition standards for the selected grade group. 7 CFR 210.10(a)(3)

2.7.2. The Catering SFA shall also maintain and make available:

2.7.2.1 Standardized Recipes, Nutrition Facts labels, Child Nutrition (CN) labels or product specification sheets related to the menus served;

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

2.7.2.3 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.

2.7.3. The Sponsor shall assure production records are being completed daily and kept on file. A separate record must be kept for breakfast and lunch. The Sponsor shall ensure the requirements of 7 CFR 210.10(a)(3) are included.

2.8. Records:

2.8.1. The Catering SFA shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement. 7 CFR 210.16(c)(1)

2.8.2. The Catering SFA shall make books and records pertaining to operations under this Agreement available to the Sponsor at any reasonable time. The records are subject to inspection or audit by representatives of the Sponsor, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

2.8.3. The Catering SFA will provide accurate Administrative Review information to the Sponsor and ADE to ensure that the meal pattern is executed per the regulations.

2.9. Certifications:

2.9.1. The Catering SFA must have a State or local "Permit to Operate" for the facility in which it prepares meals. The Catering SFA shall maintain a current "Permit To Operate" for the duration of the contract. **The Catering SFA must provide a copy of the permit to operate with this contract.**

2.9.2. The Catering SFA must have two (2) Food Safety Inspections completed every school year at the facility in which it prepares meals.

2.9.3. **The Catering SFA shall provide the Sponsor with a copy of current health inspections for the food service facility in which it prepares meals for the programs listed in the Background Section of this Agreement.** The Catering SFA also agrees to notify the Sponsor of the results of any health inspection that is made during the duration of this Agreement.

2.9.4. The Catering SFA shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations.

2.9.5. The Catering SFA shall assure 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.

2.10. HACCP:

2.10.1. The Catering SFA shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The Catering SFA will ensure compliance with site-specific written food safety plans based on HACCP.

2.10.2. The Catering SFA 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.

2.11. Invoicing:

2.11.1. The Catering SFA shall present to the Sponsor an invoice accompanied by reports no later than the **30th day** of each month which itemizes the previous month's delivery.

2.11.2. The Sponsor shall pay the Catering SFA by the **30th day** of each month the full amount as presented on the monthly itemized invoice.

Neither ADE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Catering SFA 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.

2.12. Unacceptable Meal:

2.12.1. The Sponsor shall be responsible for informing the Catering SFA 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.

2.12.2. The Sponsor shall notify the Catering SFA within forty-eight (48) hours of receipt of any discrepancy in the invoice. The Sponsor shall pay the Catering SFA for all meals delivered that are in compliance with this Agreement.

- 2.12.3. The Catering SFA 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 Catering SFA, the Catering SFA shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source.
- 2.13. Program Compliance: The Sponsor shall assure that the Catering SFA has a copy of 7 CFR Part 210.10, the Meal Pattern that is to be followed; 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; the Competitive Food Standards (“Smart Snacks”); and all other technical assistance materials pertaining to the food service requirements of the programs listed in the Background Section of this Agreement. The Sponsor will, within twenty-four (24) hours of receipt from the ADE/Health & Nutrition, advise the Catering SFA of any changes in the food service requirements.
- 2.14. Program Regulations: The Catering SFA shall be in conformance with the applicable portions of the Sponsor’s Permanent Food Service Agreement under the program. (7 CFR 210.16(a)(2)) The Catering SFA will conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, and 250.
- 2.15. Program Monitoring: The Sponsor will monitor all meals to ensure the food service is in conformance with program regulations. 7 CFR 210.16(a)(8)

3. Specific Sponsor Responsibilities

- 3.1. Cleaning: The Sponsor shall be responsible for cleaning the eating areas daily.
- 3.2. Contract Document: The Sponsor will prepare all contract documents.
- 3.3. Financial Responsibility: The Sponsor will retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation. 7 CFR 210.16(a)(4)
- 3.4. Food Service Operation Conformance: The 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.
- 3.5. Household Application: The Sponsor will review, approve or deny, and verify applications for free and reduced-price school meals in accordance with 7 CFR 245. The Sponsor will provide hearings related to eligibility determinations in accordance with 7 CFR 245.7 and provide hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a(e).
- 3.6. Price Control: The 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. 7 CFR 210.16(a)(4)
- 3.7. Retain Control of Food Service Program: The 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. 7 CFR 210.16(a)(5), 210.21(b)
- 3.8. Signature Authority: The Sponsor will retain signature authority on the State Agency Food Program Permanent Service Agreement, Free and Reduced Price Policy statement, and claims. The Sponsor will retain signature authority for the annual Child Nutrition Programs application and by electronically submitting required information to ADE. 7 CFR 210.16(a)(5), 210.21(b)

3.9. Sponsor Representative Duties:

3.9.1. The 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.

3.9.2. The Sponsor assures the Catering SFA that this individual will be trained and knowledgeable in the record keeping and meal requirements of the programs listed in the Background Section of this Agreement and with local health and safety codes.

3.10. Procurement:

3.10.1. The Sponsor will maintain a written code of conduct that prohibits real or apparent conflict of interest and disciplinary actions that are to be applied for violations of such standards. 2 CFR 200.318(c)(1)

3.10.2. The Sponsor will maintain written procurement procedures that ensure full and open competition exists to the maximum extent possible. 2 CFR 200.319

3.10.3. The Sponsor will conduct all procurement for the Child Nutrition Programs in accordance with 2 CFR 200.317-326.

4. General Terms

4.1. Affordable Care Act: The Catering SFA understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). The Catering SFA shall bear sole responsibility for providing health care for its employees who provide service to the Sponsor as required by state or federal law.

4.2. Agreement Modification, Nonperformance or Default:

4.2.1. This Agreement constitutes the entire understanding between the Catering SFA 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 Catering SFA. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Sponsor.

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

4.2.2.1. If the Catering SFA 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.

4.2.2.2. If the Catering SFA 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.

4.3. 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 this Agreement shall become effective at the time specified in the amendment and after ADE approves it.

- 4.4. Applicable Law: The law of the State of Arizona shall govern this Agreement.
- 4.5. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party.
- 4.6. Audit: The Sponsor shall have the right, at its expense, to inspect the books and records of the Catering SFA to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at the Catering SFA's place of business.
- 4.7. 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) for a violation of that statute. This notice complies with the requirements of that statute.
- 4.8. Civil Rights Compliance: The Catering SFA shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs; Executive Order 13166; Sections VII, XII and Appendix B, USDA Guidance on Services for Persons with LEP; and Department of Agriculture regulations on nondiscrimination. 7CFR§210.23(b)
- 4.9. 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 and 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.
- 4.10. Employment: The Catering SFA 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.
- 4.11. Energy Policy and Conservation Act: The Catering SFA 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)
- 4.12. E-Verify Requirement: The Catering SFA shall comply with all federal immigration laws and regulations relating to employees and shall comply with ARS 23-214, Subsection A (After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 4.13. Insurance:

4.13.1 During the term of this Agreement, the Catering SFA 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 Catering SFA shall also name the Sponsor as additionally insured under the liability policy for the duration of the contract. And upon request, the Catering SFA will provide the Sponsor with a certificate evidencing such insurance coverage.

4.13.2. 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 this Agreement; and

4.13.3. 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 Catering SFA's owned, hired, and non-owned vehicles.

4.14. Indemnity:

4.14.1. The Catering SFA shall indemnify, defend and hold the Sponsor harmless against any loss or damage (including attorney's fees and costs of litigation) caused by the Catering SFA's negligent act or omission, theft by the Catering SFA's employees, or the negligent or intentional acts or omissions of the Catering SFA's agents or employees. The Catering SFA 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 Catering SFA's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Catering SFA 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.

4.14.2. The Sponsor shall promptly notify the Catering SFA in writing of any claims against the Catering SFA or the Sponsor and, in the event a suit is filed, shall promptly forward to the Catering SFA all papers in connection therewith. The Catering SFA shall not incur any expense or make any settlement without the Sponsor's consent. However, if the Catering SFA refuses or neglects to defend any such suit, the Sponsor may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Catering SFA.

4.15. Non-Discrimination: The Catering SFA 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. The Catering SFA 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.

4.16. Payroll Taxes and Costs: The Catering SFA 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 employment taxes, and workers compensation costs.

4.17. Termination: Either party may, at any time during the life of this Agreement, terminate this Agreement without cause by giving thirty (30) days written notice to the other party of its intention to do so. The Sponsor may also terminate this Agreement upon written notice if the Catering SFA 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 Catering SFA shall be addressed to the Catering SFA at the address listed on the signature page.

- 4.18. 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 Catering SFA prompt written notice after it knows that funding will not be available.
- 4.19. Workers Compensation: The Catering SFA 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.

5. Signatures

For the Sponsor:

Jack Hanson
Name of Representative

Treasurer
Title of Representative

Signature

1200 N. Santa Rosa Avenue
Mailing Address, Street/PO Box

Tucson, Arizona 85712
Mailing Address, City, State, Zip Code

520-795-0161
Telephone

johncurtishanson@yahoo.com
E-Mail Address

7/1/18
Date

For the Catering SFA:

Lindsay Aguilar
Name of Representative

Administrative Dietitian & Site Ops Coordinator
Title of Representative

Signature

2150 E. 15th Street
Mailing Address, Street/PO Box





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

520-225-4700
Telephone

lindsay.aguilar@tusd1.org
E-Mail Address

7/1/18
Date

Meal Patterns – School Breakfast, School Lunch, and After School Care Snack

(5-Day) Meal Pattern for School Breakfast Program						
Serve Only		Offer vs. Serve (OVS)				
<ul style="list-style-type: none"> Minimum 3 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain 		<ul style="list-style-type: none"> 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) Students must have at least 3 items on tray at POS, 1 item must be a ½ cup Fruit/Juice/Vegetable 				
Required		Grade K-5	Grade 6-8	Grade K-8	Grade 9-12	Grade K-12
Fluid milk		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Must offer two varieties in fat content and/or flavor: Fat-free flavored, Fat-free plain, 1% plain						
Fruits/Juice/Vegetables		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Juice must be 100% full-strength. No more than half weekly offering may be juice. 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.						
Grains/Breads		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)
Daily and weekly minimums must be met. Flexibility for grain maximums. All of grains offered must be whole grain-rich						
Optional						
1 item of Meat/Meat Alternate		0	0	0	0	0
No daily or weekly requirement 1 item (1 oz/eq) Item counts towards grain weekly requirement.						
Calories Weekly Average		350-500	400-550	400-500	450-600	450-500
Sodium (mg) Weekly Average		≤540	≤600	≤540	≤640	≤540
Saturated Fat (% of total calories) Weekly Average		≤10				
Trans Fat Daily		0g/serving				



(5-Day) Meal Pattern for National School Lunch Program

Serve Only: <ul style="list-style-type: none"> • Must PREPARE all 5 components in required amounts • AT POS: Must SERVE all 5 components in minimum required amount 		Offer Versus Serve (OVS): <ul style="list-style-type: none"> • Must PREPARE all 5 components in required amounts AT POS: Must TAKE at least 3 components in minimum required amount, one must be fruit or vegetable				
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			1 ¼	
Beans/Peas (legumes)		½			½	
Starchy		½			½	Minimum creditable amount to count as a subgroup is 1/8 cup.
Other		½			¾	
To meet weekly requirement, vegetables from ANY subgroup		1			1	
Grains (oz/eq.)	Weekly (daily) amounts <small><i>Not required to meet Weekly maximum</i></small>	8-9* (1)	8-10* (1)	8-9* (1)	10-12* (2)	All grains offered must be whole grain rich.
	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 <small><i>Not required to meet Weekly maximum</i></small>	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)				Offer two varieties daily. (variety: fat content or flavor)



Dietary Specifications: Weekly Average Requirement for a 5-Day week					
Grades	K-5	6-8	K-8	9-12	Additional information
Minimum - Maximum calories (kcal)	550-650	600-700	600-650	750-850	
Sodium (mg)	≤ 1230	≤ 1360	≤ 1230	≤ 1420	<i>The current sodium guidelines (Target 1) were implemented SY 14-15.</i>
<i>Sodium Target 2 implement in SY 2017/18</i>	≤ 935	≤ 1035	≤ 935	≤ 1080	
<i>Sodium Final Target Implement in SY 2022/23</i>	≤ 640	≤ 710	≤ 640	≤ 740	
Saturated fat (% of calories)	≤ 10				
Dietary Specifications: Daily Requirement for a 5-Day week					
Grades	K-5	6-8	K-8	9-12	
Trans fat	Nutrition label or manufacturer spec must indicate zero grams of <u>trans</u> fat per serving.				



National School Lunch Program After School Care Snacks

Reimbursement for snacks served in after school care programs is now available to schools under NSLP. Snacks served under this provision must meet the following meal pattern requirements.

Meal Pattern for Snacks

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

*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

No more than two dessert items may be served in one week.

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

Meal Pattern – Child and Adult Care Food Program

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk in the school programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	¾ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	½ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	½ cup	¼ cup	½ cup	¼ cup
Grains (or eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk after school participants.

Meal Pattern – Summer Food Service Program (SFSP)



SFSP Meal Patterns

	Breakfast	Lunch or Supper	Snack ⁷ (Choose two of the four)
MILK			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ²
VEGETABLES AND/OR FRUITS			
Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetables(s), fruit(s), and juice	1/2 cup	3/4 cup total ⁴	3/4 cup 3/4 cup (6 fl. oz.)
GRAINS AND BREADS⁵			
Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1 slice 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup	1 slice 1 serving 1/2 cup 1/2 cup	1 slice 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup
MEAT AND MEAT ALTERNATES	(Optional)		
Lean meat or poultry or fish or alternate protein product ⁸ or Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds or Yogurt, plain or sweetened and flavored An equivalent quantity of any combination of the above meat/meat alternates	1 oz. 1 oz. 1/2 large egg 1/4 cup 2 tbsp. 1 oz. 4 oz. or 1/2 cup	2 oz. 2 oz. 1 large egg 1/2 cup 4 tbsp. 1 oz. = 50% ³ 8 oz. or 1 cup	1 oz. 1 oz. 1/2 large egg 1/4 cup 2 tbsp. 1 oz. 4 oz. or 1/2 cup

For the purpose of this table, a cup means a standard measuring cup.

Endnotes

1. Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
2. Must be served as a beverage, or on cereal, or use part of it for each purpose.
3. Must be served as a beverage.
4. Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
5. All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
6. Either volume (cup) or weight (oz.) whichever is less.
7. Must meet the requirements in Appendix A of the SFSP regulations.
8. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.