



The Community Roots School Board Meeting
Tuesday, June 6, 2017 6:30 p.m.
229 Eureka Ave. Silverton

Agenda

1. Board Training: Montessori Implementation rubric 6:30-7:00
2. Call meeting to order – Dan
3. Reading of Community Roots School Mission Statement – Brooke
Rooted in our local community, we learn in an authentic Montessori environment, growing as conscientious and joyful learners, inspired to lead in the world community.
4. Consent Agenda
 - Approve May Meeting Minutes
 - Teacher contract: Josie Silver
5. Audience with Visitors (Audience members may make comments to the board on any topic)
6. Administrator Report – Miranda Traeger (7:15-7:25)
7. Committee reports (SFSD Board, Fundraising, Finance, School Growth) (7:25-7:35)
8. Discussion Items and Actions (7:35-8:30)
 - April Policy Package (JG)- Jen
 - Discussion
 - Action
 - Lease - Dan
 - Discussion
 - Lice Policy and Procedure- Kate
 - Discussion
 - Action
 - Wellness Policy - Miranda
 - Discussion
 - Inclusion Statement - Kate
 - Discussion

(7:00-7:15)



- Fresh and Local Contract - Miranda
 - Discussion
- Adolescent program - Miranda
 - Discussion
- Executive Session per ORS 192.660 (2)(i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (Administrator evaluation)

VISITORS: Meetings of the school board are for the members to conduct official school business. All meetings are open to the public, except executive sessions, which may be called according to Oregon law. Members of the public desiring to address the board are asked to contact the administrator at least one week in advance of the meeting. Large groups are asked to designate a primary spokesperson.

The Community Roots School Board Meeting
May 2, 2017
DRAFT Minutes

Board members present: Jen, Jason, Astrid, Matt, Brooke, Kate

Board members absent: Dan

Staff present: Matt, Miranda

1. Consent agenda Jason moves to approve, Astrid seconds. **Approved**
Unanimously
2. Audience with visitors: Matt: SBAC last year versus this year on the chrome books was much quicker. Isaac took training and can be with the children. This allows Matt and Susan be in the classroom. Interviewing for the UE teacher position.
3. Admin Report: See handout. Inclusion policy reviewed. Kate read from current charter school discrimination statement. Miranda and Val will look at all statements and bring a recommendation. Board offered general support of an inclusion statement. Discussion about bullying and focus of that in our decision making process. HR - completed final round of interviewing. Found a candidate to hire- licensed teacher has a passion for Montessori and will go to Montessori training. Wonderful match and co-teacher for Matt. Fundraising; 1st weekend of May – garage sale
4. Finance: Budget reviews - concern that every year there is a surprise. The puts and takes are at a razor's edge. Miranda does not see anything that prevents us from paying the bills (using reserves). Kate states that we will most likely not see any ADM increases.
5. Policy EFAA and AFFAA AR: Kate moves, Brooke seconds. **Approved** Unanimously
6. Teacher contracts: Kate moves, Jason seconds. **Approved** Unanimously
7. Longevity funds - see handout - breakdown of funds and source. Two individuals restricted their funds and asked that they be checked in with before expenditure. Suggestion to have it in writing so that there is not a need to ask the person or to check in.

8. Adolescent program: Facilities is still the big issue. Church has indicated that CRS can access space on property for 8-10 kids. Room not known. Church will form committee and meet jointly with Kate and Astrid to identify space and terms. There are other maintenance projects that the church needs to do. One year agreement facilitates more regular updates. There are significant benefits to being on site. Concern about budget for adolescent program. Potential for \$750 monthly charge and the budget allows for \$300. Kate mentioned an additional fundraising push and noted the assets we have in our teachers, kids and families. Wants to look at other non-profit endeavors. Jason stated that Miranda pushes budget to to edge to provide the most to the teachers.

The Community Roots School Teacher Employment Contract

This agreement is made this June 6, 2017, between the Board of Directors of The Community Roots School, (the "Board") and Josephine Silver ("Employee").

TERM

The Term of this contract shall be for the period of July 1, 2017 through June 30, 2018.

PROFESSIONAL EXPECTATIONS & STANDARDS

The Employee understands and agrees that the success of the School depends upon the success of the CRS program; The Employee understands and agrees to fully cooperate with the School Administrator to implement the CRS Program and the School's Charter, as that program may evolve or be amended. The Employee also understands that she is accountable to the School Administrator, for implementation of the CRS Program and the School's Charter.

The Employee will be responsible for meeting the professional and personal expectations and standards set forth in the job description for the Employee's position, the title of which is stated in the first paragraph of this agreement. By signing this agreement, the Employee acknowledges that she has received, read, understood and agreed to the job description for the position in which the Employee is employed; and that the job description is modified from time to time by the Board.

The employee agrees to abide by the policies and procedures of the school, including but not limited to, the Grievance Policy, and any such procedures implemented by the School Administrator to advance the CRS model and/or to carry out Board directives.

WORK YEAR

The work year for teacher will be 192 working days on a schedule to be determined by the Director and approved by the Board. The Employee will receive checks during the time school is not in session, these checks are for work completed by the Employee during the 192 days of the contract year, as described in the section entitled "Salary" below.

WORK DAY

Employees of the Charter School are expected to work a professional day of eight hours. In addition, the Employee is expected to participate in school sponsored activities and events that promote family and community engagement as needed and at the direction of the School Administrator.

The workday shall begin half an hour before class is scheduled to begin. All work shall be performed on site at The Community Roots Charter School, including but not limited to fieldwork and planning time, unless approved by the School Administrator.

HOLIDAYS

The following days will be paid holidays: Labor Day, Veterans Day, Martin Luther King Jr.'s Birthday, President's Day, and Memorial Day

SECOND JOBS

During the work year and during the professional day, teachers will devote all their time and effort to the school and will accept no other employment without the advance written approval of the School Administrator.

SALARY

The salary of the Employee will be **\$42,970** paid in twelve (12) equal installments commencing with the first payroll period after the start of work. This salary assumes the Employee will work a total of 192 days, during the period from **July 1, 2017, to June 30, 2018**. For any work-year shorter than 192 days, the Employee will receive a salary adjusted on a pro-rata basis.

Salary based on Step 8 of the CRS 2017-2018 salary schedules with 1 certification with a BA: 1) Oregon State Certification.

EVALUATION

On behalf of the Board, the School Administrator and/or other designated person, shall observe and evaluate the teacher using CRS performance appraisal process. The Employee understands and, by signing this contract, is committing to the performance appraisal process. The CRS performance appraisal process is designed to encourage Employee growth and promote greater accountability.

BENEFITS

For this contract, CRS will contribute \$900 per month to the employees' insurance benefit package. Employees will receive the insurance benefits offered by CRS Charter School, it being understood that all such benefits, including but not limited to eligibility, coverage amounts, deductibles and carriers, are subject to modification or termination at the sole discretion of CRS Charter School or the respective insurance carriers.

Employees are enrolled in the Oregon Public Employees Retirement (PERS) plan. Employees are eligible after six months of employment unless they have previous PERS participation. PERS establishes the minimum contribution for both the employee and CRS Charter School (approximately 6% for the employee) beginning 6 months after start date.

ILLNESS DAYS

Employees are eligible to receive eight (8) illness days each year (non-cumulative) and are required to follow all relevant procedures for such absences as established by the School Administrator.

At the end of the school year the Employee will be compensated at a rate of \$75 per day for all unused illness days. Compensation will be included in the July 2018 paycheck.

PERSONAL DAYS

Employees are eligible to receive up to two (2) personal days each year (non-cumulative) and are required to follow all relevant procedures for such absences as established by the School Administrator.

At the end of the school year the Employee will be compensated at a rate of \$75 per day for all unused personal days. Compensation will be included in the July 2018 paycheck.

TERMINATION

CRS may act to terminate this contract prior to its termination date for any of the following reasons: neglect of duty, breach of contract, inefficiency, insubordination, conviction of a crime involving moral turpitude, inadequate performance, and failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement and evidence of professional training and growth. Other reasons may constitute cause for dismissal, but for purposes of this contract, will be interpreted to include or cover only those reasons, which are the same general nature or class as those reasons, which are listed above.

If CRS acts to terminate this contract prior to its termination date, the Employee shall be entitled to a hearing before the Board prior to the occurrence of any purported act of termination. The Employee shall receive a written notice of the reasons why CRS is considering termination of this contract, the right to appear before the Board at hearing, and the right to a written decision describing the results of the hearing. The Board and Employee mutually agree the hearing will be held in executive session. CRS shall give the Employee no less than ten (10) days written notice in advance of the hearing date. This provision does not constitute a waiver of any rights CRS or the Employee may have to enforce this contract in the courts under contract or other applicable law.

CLOSURE

If the Board of Directors closes The Community Roots School due to budget shortfall, fire, flood, earthquake or any other reason, affected teachers will not receive salary (or fringe benefits) while the school is closed.

This contract is entered into, and shall be governed by the laws of Oregon.

This Agreement shall constitute the full and complete Agreement between the parties hereto and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

If any provision or any part of any provision of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

A signature below indicates that all terms of the Agreement are acceptable. This Agreement shall be executed in duplicate originals. One copy of the Agreement shall be returned to the School Administrator within ten (10) days.

Employee:

Signature

Print Name

Date

School Administrator:

Signature

Print Name

Date



The Community Roots School June 2017 Board Meeting Administrator Report

Enrollment: goal of 104
Current enrollment 105

17-18 New Student Enrollment

- 16 - Kindergarten, with 10 siblings
- 1 - 1st grade - sibling

1. District Communication

- a. SFSD technology department meet to discuss summer maintenance plans. They plan to clean up all our technology this summer.

2. Enrollment

- a. Kindergarten students will be invited into the classroom the night of the Annual Beginning of the School year picnic and new and returning families will be partnered up to support new families.

3. Educational Accountability

- a. SBAC was completed
- b. STAR assessment was completed for the 3rd time this year
- c. Progress Reports will be mailed out in July. With no early release time there is no time for staff to work on these before the school year is out and Jenn will come back in early July to send those out.

4. Budget

- a. Finance meeting
 - i. Finalized numbers for the Longevity Fund and Individual Donors
 - ii. Reworked 16-17 and 5 year budgets to reflect poverty ratings.
 - iii. Salaries are usually based on SFSD schedules, they have not been created, so 1% COLA will be applied to all current schedules for the 17-18 school year

5. Lunch Program

- a. Vended Meal Agreement needs signature in June for 17-18 school year
- b. Meal prices will be created during August board meeting
- c. Staffing for lunch program will be done by assistant next year to reduce costs to the school.

6. Community

- a. Parent education night – Lice Education was the focal point

7. Facilities

- a. Entering into conversation with the church on additional room for the adolescent program.

8. Policy

- a. OSBA student and staff handbooks will be purchased in the spring for the 17-18 year to make sure CRS is up to date with state laws. Staff will edit to make sure we are still adhering to our established norms.

9. HR

- a. UE educator hired to fill vacancy

The Community Roots School
Balance Sheet
As of May 30, 2017

May 30, 17

ASSETS

Current Assets

Checking/Savings

100 · Current Assets

101 · Citizens Bank 61,449.83

Total 100 · Current Assets 61,449.83

103 · Petty Cash 200.00

Total Checking/Savings 61,649.83

Other Current Assets

12000 · Undeposited Funds 2,266.14

Total Other Current Assets 2,266.14

Total Current Assets 63,915.97

TOTAL ASSETS 63,915.97

LIABILITIES & EQUITY

Equity

32000 · Unrestricted Net Assets 87,395.43

Net Income -23,479.46

Total Equity 63,915.97

TOTAL LIABILITIES & EQUITY 63,915.97

CRS Financial Overview

16-17 school year
 75% through teacher Payroll

760 - State School Support Fund - SSF	
REVENUE:	\$571,491
EXPENSES:	\$556,795
BALANCE:	\$14,696

100 - Supplemental School Operations	
Revenue/Rollover:	\$165,039
Expenses/Rollover:	\$133,876
BALANCE:	\$31,163

<u>Reserve in SSF from 2010 -2011</u>	\$19,347
<u>Reserve in SSF from 2011 -2012</u>	\$19,633
<u>Reserve in SSF from 2012 -2013</u>	\$14,527
<u>Reserve in SSF from 2013 -2014</u>	\$20,038
<u>Reserve in SSF from 2014 -2015</u>	\$11,755
<u>Reserve in SSF from 2015 -2016</u>	\$9,947
<u>Reserve in SSF from 2016 -2017</u>	\$0
Total in SSF Reserve	\$95,247

760 - State School Support Fund - SSF(ADM)		Adjusted Projection as of April	Activity as of 5/25/17	% of Budget
REVENUE:				
108 ADMw	State School Fund—General Support \$5750	\$621,600	527,414.03	84.8%
	Supplemental from Fundraised - office	\$5,445	\$0	
	SSO - Garden \$4600, Technology \$7775, Birds \$2046	\$14,421	\$14,421	
	Supplemental from Fundraised	\$29,600	\$29,656	
	Supplemental from Lunch Program SSO account	\$20,000	\$0	
	Supplemental from School Related (supply fees etc.)	\$4,000	\$0	
	Lego Robotics Grant	\$1,500	\$0	
	Total Revenue	\$696,566	\$571,491	82.0%
EXPENSES:				
1111 (Elementary K-5 program)				
	111 Certified Salaries	264,000	\$198,893	75.3%
	112 Classified Salaries	79,100	\$61,053	77.2%
	121 Certified Substitutes	\$4,500	\$5,265	117.0%
	122 Classified Substitutes	500	\$408	81.5%
	130 Extra Duty	250	\$267	106.7%
	211 PERS - Employer Contribution	17,300	\$12,335	71.3%
	213 PERS - Employer Contribution	20,600	\$14,436	70.1%
	220 Social Security Admin - FICA/Medicare (7.65%)	25,300	\$19,286	76.2%
	231 Workers' Compensation (.5%)	325	\$251	77.1%
	232 Unemployment	1,650	\$1,261	76.4%
	240 Contractual Employee Benefits	35,000	\$26,389	75.4%
	310 Primary/Instruction	350	\$334	95.4%
	410 Consumable Supplies/Materials	\$19,000	\$12,158	64.0%
	410 Consumable Supplies/Materials	\$2,000	\$1,758	87.9%
	440		\$34	
	460 Furniture	\$8,000	\$6,860	85.8%
	470 Computer Software	\$2,000	\$2,034	101.7%
	480 Computer Hardware	\$6,700	\$5,375	80.2%
	640 Dues and Fees	\$1,500	\$2,286	152.4%
	1111 - Totals	\$488,075	\$370,682	75.9%
2110 - Attendance & Social Work				
	350 Communication - One call now	\$0	\$0	#DIV/0!
	380 Non-Instructional Professional/Tech support	\$15	\$15	100.0%
	2110 Totals	\$15	\$15	100.0%
2120 - Guidance				
	130 Additional Salaries	4,500	\$4,346	96.6%
	220 Social Security Admin - FICA/Medicare (7.65%)	0	\$332	#DIV/0!
	231 Workers' Compensation (.5%)	0	\$31	#DIV/0!
	232 Unemployment	0	\$22	#DIV/0!
	2120 - Totals	\$4,500	\$4,732	105.2%
2210 - Mentorship				
	130 Additional Salaries	6,756	\$6,756	100.0%
	211 PERS - Employer Contribution (11.22%)	443	\$443	100.0%
	213 PERS - Employer Contribution (8%)	540	\$540	100.1%
	220 Social Security Admin - FICA/Medicare (7.65%)	517	\$517	100.0%
	231 Workers' Compensation (.5%)	4	\$4	93.3%
	232 Unemployment	34	\$34	99.4%
	2210 - Totals	\$8,294	\$8,293	100.0%

2240 - Instructional Staff Development					
	310	Instructional Professional/Tech	\$2,000	\$2,420	121.0%
	340	Travel		\$596	
	2240 Totals		\$2,000	\$3,016	150.8%
2310 - Board of Education Services					
	350	Communication & annual report	\$375	\$366	
	381	Audit Services & Tax filings	\$5,300	\$6,110	115.3%
	640	Dues & Fees	\$750	\$733	97.7%
	650	Insurance and Judgements	\$5,200	\$5,118	98.4%
	670	Taxes & Licenses	\$0	\$150	#DIV/0!
	2310 - Totals		\$11,625	\$12,477	107.3%
2490 - Other Support SVCS - School Adm					
	112	Classified Salaries	\$19,068	\$15,879	83.3%
	113	Administrataive Salary	64,718	\$53,932	83.3%
	122	Classified Substitutes & unused leave	1,000	\$1,725	172.5%
	211	PERS - Employer Contribution (13.22%)	\$5,700	\$4,733	83.0%
	213	PERS - Employer Contribution (8%)	\$6,703	\$5,585	83.3%
	220	Social Security Admin - FICA/Medicare (7.65%)	\$6,410	\$5,412	84.4%
	231	Workers' Compensation	\$75	\$59	78.8%
	232	Unemployment	400	\$354	88.4%
	240	Contractual Employee Benefits	\$10,400	\$8,746	84.1%
	350	Communication	\$125	\$148	118.6%
	380	Non-Instructional Professional/Tech support	\$0	\$0	#DIV/0!
	410	Consumable Supplies/Materials & copies	\$2,500	\$1,863	74.5%
	640	Dues & Fees	\$3,100	\$3,496	112.8%
	2490 - Totals		\$120,199	\$101,932	84.8%
2520 - Fiscal Services					
	231	Workers' Compensation whole school	\$2,000	\$1,955	97.7%
	380	Non-instructional Professional & Technical Services - Bookkeeper	\$2,500	\$1,745	69.8%
	2520 - Totals		\$4,500	\$3,700	82.2%
2540 - Operations & Maintenance					
	320	Property Services (Rent & Maintence/Janitorial service)	\$34,500	\$32,089	93.0%
	350	Communication	\$500	\$279	55.7%
	410	Consumable Supplies/Materials & copies	\$300	\$282	94.1%
	2540 - Totals		\$35,300	\$32,650	92.5%
2550 - Student Transportation Services					
	330	Student Transportation Services	\$1,000	\$508	50.8%
	2550 - Totals		\$1,000	\$508	50.8%
2630 - Information Services					
	350	Communication - postage - marketing	\$1,050	\$1,038	98.9%
	410	Consumable Supplies/Materials	\$0	\$0	#DIV/0!
	2630 - Totals		\$1,050	\$1,038	98.9%
3100 - Food					
	112	Classified Salaries	\$3,000	\$2,963	98.8%
	220	Social Security Admin - FICA/Medicare (7.65%)	\$0	\$227	#DIV/0!
	231	Workers' Compensation whole school	\$0	\$4	#DIV/0!
	232	Unemployment	0	\$15	#DIV/0!
	410	Consumable Supplies/Materials	\$0	\$0	#DIV/0!
	450	Food	\$18,000	\$14,545	80.8%
	640	Dues and Fees	\$0	\$0	
	3100 - Totals		\$21,000	\$17,753	84.5%
6000 - Contingencies					
	810	Planned Reserve - Contingency	\$0	\$0	
		16-17 Ending Fund Balance Reserve	\$8,161	\$8,161	
	6000 - Totals		\$8,161	\$8,161	#DIV/0!
EXPENSE TOTALS			\$705,719	\$556,795	78.9%
Revenue less Expenses (negative balance = \$ from contigency at year end)			-\$9,153	\$14,696	

100 - Supplemental School Operations - Fundraised			Adjusted Projection as of May	Activity as of 5/30/17
REVENUE:				
Rollover from 15-16 Fundraising			\$11,664	\$11,664
Rollover from 15 - 16 Garden/Greenhouse			\$4,600	\$4,600
Rollover from 15-16 Board			\$1,259	\$1,259
Rollover from 15 - 16 Playground			\$2,850	\$2,850
Rollover from 15 - 16 lag in check writing lunches & school related			\$28,420	\$28,420
Rollover from 15 - 16 Donor Funds for Future facilities			\$3,820	\$3,820
Rollover from 15 - 16 CRS Longevity Fund			\$35,000	\$35,000
Capital Campaign - Committed			\$200	\$0
Fundraising Revenue			\$46,000	\$45,997
	Paddle Up		\$7,775	\$7,775
	Birds		\$2,046	\$2,046
Lunch Revenue			\$18,000	\$15,042
Oktoberfest Grant			\$220	
School Related Revenue			\$7,000	\$6,565
	Total Revenue		\$168,854	\$165,039
EXPENSES:				
#				
	<u>1111- K-3 Instruction</u>			
	111	Classified Salaries - specials, summer school, etc. check to SSF	\$11,700	\$11,714
	380	Professional	\$31,400	\$31,429
	410	Consumable Supplies/Materials - birds, school related, fund. etc.	\$16,300	\$16,297
	460	Equipment - railroad ties	\$8,100	\$8,107
	640	Dues & Fees	\$3,200	\$3,186
	1111 - Totals		\$70,700	\$70,733
#				
	<u>2310 - Board of Education Services</u>			
	310	Instructional Professional/Tech -Board Training	\$0	\$0
	380	Professional	\$114	\$114
	410	Consumable Supplies/Materials - check ordering -fiscal services	\$65	\$65
	640	Dues & Fees - OSBA Policies	\$1,095	\$1,095
	2310 - Totals		\$1,274	\$1,274
	<u>2520 - Fiscal Services - Fundraising Expenses</u>			
	350	Communication - ad in paper	\$0	\$0
	380	Professional services	\$1,000	\$1,000
	410	Consumables - Fundraising Expenses - food	\$3,700	\$3,649
	640	Dues & Fees - Facility rental, licenses, and credit card fees	\$7,500	\$7,499
	2520 - Totals		\$12,200	\$12,148
	<u>3100 - Food</u>			
	410	Consumables	\$0	\$20
	450	Food	\$34,726	\$16,726
	3100 - Totals		\$34,726	\$16,746
	<u>6000 - Contingencies</u>			
	810	Planned Reserve - roll over - School Related	\$0	
	810	Planned Reserve - roll over - Fundraising group	\$14,000	\$0
	810	Planned Reserve - board	\$0	\$0
	810	Planned Reserve - Restricted Donor funds - facility	\$3,283	\$3,283
	810	Planned Reserve - CRS Longevity Fund	\$29,692	\$29,692
	6000 - Totals		\$46,975	\$32,975
EXPENSE TOTALS			\$165,875	\$133,876
Revenue less Expenses			\$2,979	\$31,163

The Community Roots School
Profit & Loss
July 1, 2016 through May 30, 2017

	<u>Jul 1, '16 - May 30, 17</u>
Ordinary Income/Expense	
Income	
2000 · Fundraising	55,818.41
2010 · School Related	6,565.10
2030 · Lunches	15,042.20
Total Income	<u>77,425.71</u>
Gross Profit	77,425.71
Expense	
111 · Certified Salary	11,714.00
380 · Professional Services	32,543.34
410 · Consumable Supplies & Materials	20,034.91
450 · Food	16,726.00
460 · Equipment	8,106.96
640 · Dues & Fees	11,779.96
Total Expense	<u>100,905.17</u>
Net Ordinary Income	<u>-23,479.46</u>
Net Income	<u><u>-23,479.46</u></u>

Community Roots School Charter School Policy

Code: **JG**
Adopted: 6/6/2017

Student Discipline**

Discipline in the public charter school is based upon a philosophy designed to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments.

Students are subject to discipline for conduct whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of rights of others.

The major objectives of the public charter school's discipline program are to teach the following fundamental concepts for living:

1. Understanding and respect for individual rights, dignity and safety;
2. Understanding and respect for the law, Board policies, administrative regulations and school rules;
3. Understanding of and respect for public and private property rights.

The public charter school board seeks to ensure a school climate which is appropriate for learning and which assures the safety and welfare of personnel and students. The public charter school administrator will develop administrative regulations whereby those students who disrupt the educational setting or who endanger the safety of others will be offered corrective counseling and be subject to disciplinary sanctions that are age appropriate, and to the extent practicable, use approaches that are shown through research to be effective to correct behavioral problems, while supporting a students' attendance to school and classes. Examples include, but are not limited to, reprimands, conferences, detention and denial of participation in cocurricular and extracurricular activities. Titles and/or privileges available to or granted to students may be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.).

The public charter school shall enforce consistently, fairly and without bias all student conduct policies, administrative regulations and school rules.

A student whose conduct or condition is seriously detrimental to the school's best interests may be suspended. Students may be expelled for any of the following circumstances: a) when a student's conduct poses a threat to the health or safety of students or employees; b) when other strategies to change student behavior have been ineffective, except that expulsion may not be used to address truancy; or c) when required by law. The public charter school shall consider the age of the student and the past pattern of the student's behavior prior to imposing the suspension or expulsion. The public charter school will ensure careful consideration of the rights and needs of the individual concerned, as well as the best interests of other students and the school program as a whole.

The use of out-of-school suspension or expulsion for discipline of a student in the fifth grade or below, is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observation or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or
3. When the suspension or expulsion is required by law.

When an out-of-school suspension is imposed on a student in the fifth grade or lower, the public charter school shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Parents, students and employees shall be notified by handbook, code of conduct or other document of the acceptable behavior, behavior subject to discipline and the procedures to address behavior. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

END OF POLICY

Legal Reference(s):

[ORS 243.650](#)

[ORS 332.061](#)

[ORS 332.072](#)

[ORS 338.115](#)

[ORS 339.115](#)

[ORS 339.240 to -339.280](#)

[ORS 659.850](#)

[OAR 581-021-0045](#)

[OAR 581-021-0050 to -0075](#)

Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).

Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).

Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).

Oregon School Boards Association Sample Charter School Policy

Code: EFA
Adopted:

Local Wellness Program

(Required if public charter school has an agreement with Oregon Department of Education to operate reimbursable school meal program(s).)

The public charter school is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

To help ensure students possess the knowledge and skills necessary to make healthy choices for a lifetime, the superintendent shall prepare and implement a comprehensive nutrition program consistent with state and federal requirements for public charter schools sponsoring the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP). The program shall reflect the Board's commitment to providing adequate time for instruction that fosters healthy eating through nutrition education and promotion, serving healthy and appealing foods at the school, developing food-use guidelines for staff and establishing liaisons with nutrition service providers, as appropriate.

The input of staff (including, but not limited to, physical education and school health professionals), students, parents, the public, the Board, school administrators, representatives of the school food authority and public health professionals will be encouraged in the development of wellness policy. [The Board shall establish a Wellness Advisory Committee to advise the public charter school in the creation of the local wellness policy.][WU1] The administratorsuperintendent [or designee] will develop [administrative regulations] [guidelines] as necessary to implement the goals of the local wellness plan and ensure compliance of such policy.

WELLNESS POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation Plan

The public charter school shall develop and maintain a plan to manage and coordinate the implementation of this wellness policy.

The plan will:

1. Delineate roles, responsibilities, actions and timelines specific to each school;
2. Include information about who will be responsible to make what change, by how much, where and when;
3. Include specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, and in food and beverage marketing; and
4. Include specific goals and objectives for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

In an effort to measure the implementation of this policy, the Board designates the [administrator] [principal] as the [person] [people] who will be responsible for ensuring each school meets the goals outlined in this policy.

Record Keeping

The public charter school will retain the following records to document compliance with the requirements of the wellness policy at the public charter school's [administrative office].

1. The written wellness policy;
2. Documentation demonstrating that the policy has been made available to the public;
3. Documentation of efforts to review and update the local wellness policy, including an indication of who is involved in the update and the methods the public charter school uses to make stakeholders aware of their ability to participate;
4. Documentation to demonstrate compliance with the annual public notification requirements;
5. The most recent assessment on the implementation of the local wellness policy;
6. Documentation demonstrating the most recent assessment on the implementation of the local wellness policy has been made available to the public.

Annual Notification of Policy

The public charter school will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of the policy. The public charter school will make this information available [through the public charter school website and/or schoolwide communications]. The public charter school will also publicize the name and contact information of the administrator [or other school official(s)] leading and coordinating the policy, as well as information on how the public can get involved with the local wellness policy.

Triennial Progress Assessments

At least once every three years, the public charter school will evaluate compliance with the local wellness policy, to assess the implementation of the policy and produce a triennial progress report that will include:

1. The extent to which school(s) under the jurisdiction of the public charter school are in compliance with the policy;
2. The extent to which the public charter school's policy compares to model wellness policy; and
3. A description of the progress made in attaining the goals of the public charter school's policy.

The public charter school will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The public charter school will update or modify the local wellness policy based on the results of the [annual School Health Index¹ and] triennial assessments and/or as public charter school priorities change; community needs change; wellness goals are met; new health science, information and technology emerge; and new federal or state guidance or standards are issued. The local wellness policy will be assessed and updated as indicated at least every three years following the triennial assessment.

Community Involvement, Outreach and Communications

The public charter school will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy through a variety of means appropriate for the public charter school. The public charter school will also ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the public charter school and individual schools are communicating important school information with parents.

NUTRITION PROMOTION AND NUTRITION EDUCATION

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, by creating food environments that encourage healthy nutrition choices and by encouraging participation in school meal programs. Students and staff will receive consistent nutrition messages throughout the school environment. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by staff, teachers, parents, students and the community.

School Meals

All schools within the public charter school participate in the U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP), ~~the School Breakfast Program (SBP),~~ ~~Fresh Fruit & Vegetable Program (FFVP),~~ ~~Special Milk Program (SMP),~~ ~~Summer Food Service Program (SFSP),~~ ~~Supper programs~~ ~~or others~~. ~~The public charter school also operates additional nutrition-related programs and activities including Farm to School programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts or Grab ‘n’ Go Breakfast.~~

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Professional Standards for Child Nutrition Professionals.

¹If the public charter school is using a different assessment or additional assessments, add to the list here or replace as needed.

Water

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The public charter school will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day [and extended school day] will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards². These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus [~~will meet or exceed~~] [are encouraged to meet] the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, classroom snacks brought by parents, rewards and incentives.

Fund Raising

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day.

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards.

“Food and beverage marketing” is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

PHYSICAL ACTIVITY[AND PHYSICAL EDUCATION]

Physical activity should be included in the school’s daily education program for grades pre-K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

[Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be withheld as punishment for any reason.][WU2]

²[Oregon Department of Education, Oregon Smart Snacks Standards](#)

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. The public charter school will develop and assess student performance standards [and program minute requirements³] [WU3] in order to meet the ODE's physical education content standards [and state law⁴]. [Every public school student in kindergarten through grade 8 shall participate in physical education for the entire school year. Students in kindergarten through grade 5 shall participate for a least 150 minutes during each school week, and students in grades 6 through 8 for at least 225 minutes per school week. At least 50 percent of the weekly physical education class time shall be devoted to actual physical activity. [WU4] Instruction, provided by adequately prepared teachers, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities.

A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the public charter school.⁵]

~~[Employee Wellness⁶~~

~~The public charter school encourages staff to pursue a healthy lifestyle that contributes to their improved health status, improved morale and a greater personal commitment to the school's overall wellness program. Many actions and conditions that affect the health of staff may also influence the health and learning of students. The physical and mental health of staff is integral to promoting and protecting the health of students and helps foster their academic success. The public charter school's Employee Wellness Program will promote health, reduce risky behaviors of employees and identify and correct conditions in the workplace that can compromise the health of staff, reduce their levels of productivity, impede student success and contribute to escalating health-related costs such as absenteeism.~~

~~The public charter school will work with community partners to identify programs, services and/or resources to compliment and enrich employee wellness endeavors.]~~

Other Activities that Promote Student Wellness

The public charter school will integrate wellness activities throughout the entire school environment (schoolwide), not just in the cafeterias, other food and beverage venues and physical activity facilities. The public charter school will coordinate and integrate other initiatives related to physical activity,

³The physical education minute requirements are a result of House Bill (HB) 3141 (2007) and were effective with the 2017-2018 school year. The brackets remain around this language in sample policy EFA in anticipation of a potential two-year delay for the requirement, due to pending legislation in the current Legislative session (2017).

⁴Ibid. p. 5

⁵Ibid. p. 5

⁶~~[This language is optional and is not required by state or federal law.]~~

physical education, nutrition and other wellness components so all efforts are complimentary, not duplicated and work toward the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

END OF POLICY

Legal Reference(s):

[ORS 329.496](#)
[ORS 336.423](#)
[ORS 338.115](#)

[OAR 581-051-0100](#)
[OAR 581-051-0305](#)
[OAR 581-051-0306](#)

[OAR 581-051-0310](#)
[OAR 581-051-0400](#)

National School Lunch Program, 7 C.F.R. Part 210 (2006).
School Breakfast Program, 7 C.F.R. Part 220 (2006).
Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. § 1758b.

Local Wellness Program

The public charter school comprehensive age-appropriate nutrition program will be implemented in the public charter school in accordance with the following requirements:

Definitions

1. “Accompaniment foods” means food items served along with another food to enhance palitablity such as butter, jelly, cream cheese, salad dressing, croutons and condiments.
2. “Combination foods” means products that contain two or more components representing two or more of the recommended food groups: fruit; vegetable; dairy; protein; or grains.
3. “Competitive foods” means any food or drink sold in competition with the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) in food service areas during the meal periods.
4. ~~“Dietary Guidelines for Americans” means the current set of recommendations of the federal government that are designed to help people choose diets that will meet nutrient requirements, promote health, support active lives and reduce chronic disease risks.~~
4. “Entree item” means an item that is either:
 - a. A combination food of meat or meat alternate and whole grain rich food; or
 - b. A combination food of vegetable or fruit and meat or meat alternate; or
 - c. A meat or meat alternate alone with the exception of yogurt, low-fat or reduced fat cheese, nuts, seeds and nut or seed butters and meat snacks (such as dried beef jerky); or
 - d. Grains only when served in the SBP.
5. “Food service area” means any area on school premises where NSLP or SBP meals are both served and eaten, as well as any areas in which NSLP or SBP meals are either served or eaten.
6. “Meal period” means the period(s) during which breakfast or lunch meals are served and eaten, as identified on the school schedule.
7. “Nutrition education” means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.

8. “Oregon Smart Snacks Standards”¹ means the minimum nutrition standards for competitive foods and beverages.

a. Food items, including accompaniment foods, must:

- (1) Be a grain product that contains 50 percent or more whole grains by weight or have as the first ingredient a whole grain (e.g., flour, flake or meal); or
- (2) Have as the first ingredient, one of the non-grain major food groups: fruits; vegetables; dairy or protein foods (e.g., meat, beans, poultry, seafood, eggs, nuts, seeds); or
- (3) Be a combination food that contains one-quarter cup of fruit and/or vegetable; or
- (4) Have one of the food items above as a second ingredient if water is the first ingredient; ~~or~~ **and**
- ~~(5) Contain 10 percent of the Daily Value of a nutrient of public health concern based on the most recent *Dietary Guidelines for Americans* (e.g., calcium, potassium, vitamin D or dietary fiber)²; and~~
- (5) Meet all the competitive food nutrient standards:**

(a) Calories:

(i) Snacks contain no more than:

- 1) 150 calories as packaged or served for elementary level;
- 2) 180 calories as packaged or served for middle school level; **and**
- 3) 200 calories as packaged or served for high school level.

(ii) Entrees contain no more than 350 calories as packaged or served.

(b) Total fat: contains 35 percent or less of total calories from fat per item as packaged or served.

(i) Exemptions to the total fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts, seeds, nut or seed butters, products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat and seafood with no added fat.

(c) Saturated fat: contains no more than 10 percent of total calories from saturated fat per item as packaged or served.

(i) Exemptions to the saturated fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts and products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat.

(d) Transfat: contains 0 grams of trans fat per item as packaged or served.

(e) Sugar must be no more than 35 percent by weight.

(i) Exempt from the sugar standard are:

¹Oregon Department of Education, [Oregon Smart Snacks Standards](#)

²Effective for the period through June 30, 2016. Effective July 1, 2016, this criterion is obsolete and may not be used to qualify as a competitive food.

- 1) Dried whole fruits or vegetables;
- 2) Dried whole fruit or vegetable pieces;
- 3) Dehydrated fruits or vegetables with no added nutritive sweeteners; and
- 4) Dried fruits with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, blueberries, tart cherries).

(f) Sodium:

- (i) Snacks contain no more than ~~230~~200 mg sodium³ per item as packaged or served.
- (ii) Entrees contain no more than 480 mg sodium per item as packaged or served.

(g) Caffeine free, except for naturally occurring trace amounts, for elementary and middle school level.

(h) Exempt from all nutrients standards on any day are:

- (i) Fresh, canned and frozen fruits or vegetables with no added ingredients except water.
- (ii) Fruit packed in 100 percent juice, extra light or light syrup.
- (iii) Canned vegetables that contain a small amount of sugar for processing purposes.
- (iv) [Sugar-free chewing gum.]

(i) Entrees in same or smaller portion served on the day or the day following in the National School Lunch or School Breakfast Programs:

(i) ~~Are~~ Are exempt from the nutrient standards for:

- (i) Calories;
- (ii) Total fat;
- (iii) Saturated fat;
- (iv) Transfat;
- (v) Sodium; and
- (vi) Sugar.

b. Beverages must be:

(1) For elementary level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), with portion size not to exceed 8 ounces and 150 calories;
- (c) Nonfat milk (including flavored), with portion size not to exceed 8 ounces and 150 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 8 ounces and 150 calories;

³On July 1, 2016, the sodium standard will reduce to 200 mg per item as packaged or served.

- (e) Full strength, **unsweetened** fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 8 ounces and 120 calories;
- (g) Caffeine free, except for naturally occurring trace amounts.

(2) For middle school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 10 ounces and 190 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 10 ounces and 190 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 10 ounces and 190 calories;
- (e) Full strength, **unsweetened** fruit or vegetable juices, portion size not to exceed 10 ounces and 150 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 10 ounces and 150 calories;
- (g) Caffeine free, except for naturally occurring trace amounts.

(3) For high school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
- (e) Full strength, **unsweetened** fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 12 ounces and 180 calories;
- (g) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;
- (h) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.

c. Use the nutrient standard for the lowest grade group when mixed grades have open access to competitive foods.

9. **“School day” means a student education day beginning at midnight and ending at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities.**

10. **“School campus” means all areas of property under the jurisdiction of the school that are accessible to students during the school day.**

11. “Snack” means a food that is generally regarded as supplementing a meal and includes, but is not limited to, chips, crackers, onion rings, nachos, french fries, doughnuts, cookies, pastries, cinnamon rolls and candy.

Nutrition Promotion and Nutrition Education

Nutrition promotion and nutrition education shall be a sequential and integrated focus on improving students’ eating behaviors, be based on theories and methods proven effective by research and be reflect evidence based strategies and be consistent with state and local district health education standards.

Nutrition education at all levels of the public charter school’s curriculum shall include, but not be limited to, the following essential components designed to help students learn:

1. Age-appropriate nutritional knowledge, including the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, safe food preparation, handling and storage and cultural diversity related to food and eating;
2. Age-appropriate nutrition-related skills, including but not limited to, planning a healthy meal, understanding and using food labels and critically evaluating nutrition information, misinformation and commercial food advertising; and
3. How to assess one’s personal eating habits, set goals for improvement and achieve those goals.

~~In order to reinforce and support public charter school nutrition education efforts, the administrator is responsible for ensuring:~~

- ~~1. Nutrition instruction is closely coordinated with the school’s nutrition and food services operation and other components of the school health program to reinforce messages on healthy eating and includes social learning techniques. To maximize classroom time, nutrition concepts shall be integrated into the instruction of other subject areas where possible;~~
- ~~2. Links with nutrition service providers (e.g., qualified public health and nutrition professionals) are established to: provide screening, referral and counseling for nutritional problems; inform families about supplemental nutritional services available in the community (e.g., SNAP, local food pantries, summer food services program, child and adult care food program), and implement nutrition education and promotion activities for school staff, Board members and parents;~~
- ~~3. In keeping with the public charter school’s nutrition program goals, all classroom reward or incentive programs involving food items are reviewed for approval to ensure that the foods served meet the requirements of the public charter school’s nutrition policy and regulation (i.e., all foods served fit in a healthy diet as recommended in the *Dietary Guidelines for Americans*, and contribute to the development of lifelong healthy eating habits for the school’s students).~~
- ~~4. Child nutrition staff support nutrition education by marketing healthy meals and providing nutrition information to students and families.~~

Food and Beverage Marketing

The public charter school (i.e., school nutrition services, PTA, PTO) will review existing contracts, new contracts and equipment and product purchase or replacement to reflect the applicable food and beverage marketing guidelines established by the public charter school wellness policy.

“Food and beverage marketing” is defined as advertising and other promotions in schools. Food and beverage marketing often includes oral, written or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

This term includes, but is not limited to, the following:

1. Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container;
2. Displays, such as on vending machine exteriors;
3. Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards.

Note: Immediate replacement of these items is not required; however, public charter schools will replace other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance.

4. Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the public charter school;
5. Advertisements in school publications or school mailings;
6. Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

Physical ~~Education~~/ Activity and Physical Education

In order to insure students are afforded the opportunity to engage in physical activity and physical education in the school setting, the following guidelines apply:

1. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of ~~science, math, social studies and language arts~~ all classes or courses as part of a well-rounded education;
2. Physical education will be a course of study that focuses on students' ~~development of motor skills, movement forms and health-related fitness~~ physical literacy and development of motor skills;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate ~~motor skills, social skills and knowledge,~~ skills and confidence to become physically literate;

4. All physical education classes will be taught by ~~highly-qualified licensed physical education instructors, teachers and/or appropriately licensed teachers as outlined by the Teacher Standards and Practices Commission (TSPC);~~ ~~and~~
5. A ~~daily~~ recess period(s) will be provided ~~which~~ that will not be used as a punishment or a reward; ~~and~~.
6. ~~[Physical education instruction shall be a sequential, developmentally appropriate curriculum that is designed, implemented and evaluated to help students develop the knowledge, motor skills, self management skills, attitudes and confidence needed to adopt and maintain physical activity throughout their lives.]~~

Nutrition Guidelines and Food Services Operation

In order to support the school's nutrition and food services operation as an essential partner in the educational mission of the public charter school and its role in the public charter school's comprehensive nutrition program, the administrator is responsible for ensuring:

1. The school encourages all students to participate in the school's NSLP ~~and SBP~~ meal opportunities;
2. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply;
3. The school's NSLP ~~,~~ ~~and~~ ~~SBP~~ ~~Special Milk Program (SMP)~~ maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals ~~for free milk~~ in accordance with the National School Lunch Act;
4. The school's NSLP ~~,~~ ~~and~~ ~~SBP~~ ~~SMP~~ operates to meet dietary specifications in accordance with the Healthy, Hunger-Free Kids Act of 2010 and applicable state laws and regulations;
5. The school sells or serves varied and nutritious food choices consistent with the applicable ~~federal government Dietary Guidelines for Americans~~ nutrition standards set by the USDA and the Oregon Smart Snacks Standards. ~~Schools contracting out the food service part of their NSLP and SBP shall form a nutrition advisory committee comprising of teachers, students and parents to assist in menu planning. A nutrition committee comprising of students, family members and school personnel will be encouraged to provide input in menu planning for the public charter school operating their own food service component of the NSLP and SBP (i.e., food services purchasing, menu planning, food production and meal service).~~ A public charter school, that operates or contracts the food service component of their NSLP and SBP, shall form a nutrition advisory committee comprised of staff, students and parents. ~~[WU1]~~ Cultural norms and preferences will be considered;
6. Food prices set by the public charter school are communicated to students and parents. Public charter school pricing strategies will encourage students to purchase full meals and nutritious items;
7. Procedures are in place ~~for providing to~~ ~~to provide~~ families, on request, information about the ingredients and nutritional value of the foods served;

8. Modified meals are prepared for students with special ~~food~~ dietary needs:
 - a. ~~The public charter school will provide substitute foods to students with disabilities upon written parental permission and a medical statement by a physician that identifies the student's disability, states why the disability restricts the student's diet, identifies the major life activity affected by the disability, and states the food or foods to be omitted and the food or choice of foods that must be substituted~~ a disability⁴ that restricts their diet, when supported by a written statement from a state-licensed health care professional who is authorized to write medical prescriptions.
 - b. ~~Such food substitutions will be made for students without disabilities on a case-by-case basis when the parent submits a signed request that includes a medical statement signed by a physician, physician assistant, registered dietitian or nurse practitioner provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the medical condition or special dietary need that restricts the student's diet and provide a list of food(s) that may be substituted in place of the lunch or breakfast menu being served~~ nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment.
9. Food service equipment and facilities meet applicable local and state standards concerning health, safe food preparation, handling and storage, drinking water, sanitation and workplace safety;
10. Students are provided adequate time and space to eat meals in a pleasant and safe environment. School dining areas will be reviewed to ensure:
 - a. Tables and chairs are of the appropriate size for students;
 - b. Seating is not overcrowded;
 - c. Students have a relaxed environment;
 - d. Noise is not allowed to become excessive;
 - e. Rules for safe behavior are consistently enforced;
 - f. Tables and floors are cleaned between meal periods;
 - g. The physical structure of the eating area is in good repair; and
 - h. Appropriate supervision is provided.
11. The guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. § 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. § 1758(f)(1), § 1766(a)), as those regulations and guidance apply to schools.

Competitive Food Sales

In keeping with federal regulations, the public charter school controls the sale of all competitive foods. Accordingly, the public charter school will select food items that meet the Oregon Smart Snacks Standards.

The sale of foods and beverages in competition with the public charter school's NSLP and SBP meals shall be permitted when all income from the food sales accrues to the benefit of the public charter school's nutrition and food services operation or a school or student organization as approved by the Board.

⁴To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

Other Foods Offered or Sold

Foods and beverages sold ~~[or offered]~~ in classrooms or school-sponsored activities during the school day shall follow the Oregon Smart Snacks Standards.

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day.

~~[School Employee Wellness]~~⁵

The public charter school's school ~~e~~Employee ~~w~~Wellness ~~p~~Program ~~[may][shall]~~ include the following:

- ~~1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and are preferably are tailored to employee's needs and interests;~~
- ~~2. Safe, supportive social and physical environments including organizational expectations about healthy behavior, and implementation of policy that promotes health and safety and reduces the risk of disease;~~
- ~~3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;~~
- ~~4. Education and resources to help employees make decisions about health care; and~~
- ~~5. Nutrition and fitness educational opportunities that may include, but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.~~

The public charter school encourages participation from all employees. ~~“Employees” are not limited to instructional staff (i.e., teachers and instructional assistants), but includes all administrators and all support staff. The following groups are seen as essential for establishing, implementing and sustaining an effective school employee wellness program:~~

- ~~1. School personnel who implement existing wellness programs in the public charter school, (i.e., school employee wellness committee); and they may be the~~
- ~~2. School personnel who implement health programs for students such as, but not limited to, (e.g., school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other school staff.); and These groups may include~~
- ~~3. Decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program such as, but not limited to, (e.g., Board members, administrators, human resource administrators and fiscal services administrators).]~~

⁵[This language is optional and is not required by state or federal law.]

Other School-Based Activities that Promote Student Wellness

The public charter school will provide the following activities and encourage the following practices which promote local wellness:

1. [Scoliosis screenings^[WU2]];
2. [Safe Routes to Schools Program];
3. [Physically active community engagement (e.g., skate night, fun run, dance night)];
4. [Nonfood-related fund raisers];
5. [Physical activity brain breaks during transitions from one subject to another];
6. [Intramural sports];
7. ~~Foodless Fund raisers;~~
7. [Monthly/Weekly school walks];
8. [Assemblies which focus on wellness issues such as ~~obesity and obesity-related diseases, healthy eating and the benefits of physical exercise~~ the importance of breakfast, healthy beverages, and how students and staff can incorporate 60 minutes of physical activity into their day;]
9. [The use of alternates to food as rewards in the classroom;] ~~and~~
10. [Support groups for overweight and underweight students, and those students who struggle with nutrition and physical activity;];
11. [Communication between classroom teachers and nutrition staff, so that menus and nutrition promotion can be tied into classroom learning and coursework;]
12. [Include wellness as a standing agenda item for school-based meetings (e.g., staff meetings, site council meetings, PTO).] |

^[WU3]

Competitive Food Sales

~~In keeping with federal regulations, the public charter school controls the sale of all competitive foods.~~

~~Accordingly, the public charter school will select food items that meet the Oregon Smart Snacks nutrition standards.~~

~~The sale of foods and beverages in competition with the public charter school's NSLP [and SBP] meals shall be permitted when all income from the food sales accrues to the benefit of the public charter school's nutrition and food services operation or a school or student organization as approved by the Board.~~

Other Foods Offered or Sold

~~Foods and beverages sold [or offered] in classrooms or school-sponsored activities during the school day shall follow the Oregon Smart Snacks standards unless otherwise exempt by state law.~~

~~Food and beverage items sold after the school day as part of an approved school fund-raising event are not required to meet minimum state requirements.~~

Staff Development

Ongoing pre-service and professional development training opportunities for staff will be encouraged. Staff responsible for nutrition education will be encouraged to participate in professional development activities to effectively deliver the nutrition education program as planned. Nutrition and food services personnel will receive opportunities to participate in professional development activities that address strategies for promoting healthy eating behavior; food safety; maintaining safe, orderly and pleasant eating environments; and other topics directly relevant to the employee's job duties. The administrator is responsible to ensure such training is made available, including, but not limited to, the following:

1. Personnel management;
2. Financial management and record keeping;
3. Cost- and labor-efficient food purchasing and preparation;
4. Sanitation and safe food handling, preparation and storage;
5. Planning menus for students with special needs and students of diverse cultural backgrounds;
6. Customer service and student and family involvement;
7. Marketing healthy meals;
8. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
9. Assessment by staff of their own eating practices and increased awareness of behavioral messages staff provide as role models.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the administrator is responsible for ensuring:

1. Nutrition education materials and cafeteria menus are sent home with students;
2. Parents are encouraged to send healthy snacks or meals to school;
3. Parents and other family members are invited to periodically eat with their student in the cafeteria;
4. Families are invited to attend exhibitions of student nutrition projects or health fairs;
5. Nutrition education workshops and screening services are offered;
6. Nutrition education homework that students can do with their families is assigned (e.g., reading and interpreting food labels, reading nutrition-related newsletters, preparing healthy recipes, etc.);

7. School staff is encouraged to cooperate within their own schools and with other agencies and community groups to provide opportunities for student volunteer or paid work related to nutrition, as appropriate;
8. School staff encourages and provides support for parental involvement in their children's physical education[;].
- ~~9. [Materials promoting physical activity are sent home with students; and]~~
- ~~10. [Physical activity is a planned part of all public charter school community events.]~~

Program Evaluation

In order to evaluate the effectiveness of the local wellness program in promoting healthy eating, increased physical activity among students, and to implement program changes as necessary to increase its effectiveness, the administrator is responsible for ensuring:

1. Board policy and this administrative regulation are implemented as written;
2. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local public charter school educational goals and standards;
3. Nutrition education is provided throughout the student's school years as part of the public charter school's age-appropriate, comprehensive nutrition program, and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;
4. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;
5. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;
6. Teachers have received curriculum-specific training;
- ~~7. [Teachers provide physical activity instruction and programs that meet the needs and interests of all students;]~~
- ~~7.~~
8. Families and community organizations are involved, to the extent practicable, in nutrition education; and
9. [One or more persons] within the school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the public charter school's level of compliance with state and federal requirements.

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

Breakfast

Price Per Meal: Includes Milk
 No Milk

Adult Meal

Price per Meal: \$3.66 Includes Milk
 No Milk

Carton of Milk

Price Per Carton: Market Rate, Currently \$0.35

Lunch

Price Per Meal: \$3.66 Includes Milk
 No Milk

The purchase price shall also include: *(List an ancillary items that are included in the purchase prices. For example: delivery, paper plates, plastic flatware, straws, napkins, etc.):*

Afterschool Snack/At-Risk

Supper

Price Per Meal: Includes Milk
 No Milk

A. Agreement Period

The initial agreement period shall be August 2017 to July 2018. Both parties agree to enter into this Agreement for one (1) year period with the option to renew the Agreement for up to four (4) additional one (1) year periods by mutual agreement of the Sponsor and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Annual Price Increase: Changes in per meal price may be considered by the Sponsor at the time of renewal. Any proposed per meal price changes must be accompanied by documentation support such increase. The Sponsor reserves the right to accept or reject any proposed price changes, in the best interest of the Sponsor. If the proposed per meal price changes are accepted, they shall become effective on the first day of the Agreement renewal period.

The Consumer Price Index (CPI) to be used will be the CPI-U-All Urban Consumers: USD City Average Food Away From Home. Use the CPI for the 12 month period of April of 2017 to April of 2018.

B. The Vendor Agrees to

1. Invoice Sponsor for unitized meals in accordance with the number of meals requested.
2. Provide the Sponsor for approval, a proposed cycle menu for the operational period, at least 15 operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Sponsor approval must be approved by the Sponsor, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in Attachment D Minimum Food Specifications.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the Sponsor during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the Sponsor with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
5. Maintain on a daily basis, an accurate count of the number of meals, by meal type, prepared for the Sponsor. Meal count documentation must include the number of meals requested by the Sponsor.
6. Allow the Sponsor to increase or decrease the number of meal orders, as needed, when the request is made within 14 days of the scheduled delivery time.
7. Present to the Sponsor an invoice accompanied by reports which itemizes the previous week's meals to the Sponsor no later than Wednesday of each week. The Vendor agrees to forfeit payment for meals which are spoiled or unwholesome or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the Sponsor the full amount of any meal over claims which are attributable to the Vendor's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. 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.
8. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
9. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
10. Be paid by the Sponsor for all meals provided to the Sponsor in accordance with this Agreement Neither the Oregon Department of Education (ODE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for the Sponsor and the number of meals served by the Sponsor that are not eligible for reimbursement.
11. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
12. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

C. The Sponsor Agrees to:

1. Notify the Vendor of necessary increases/decreases in the number of meals ordered within 5 (five) days of the scheduled time. Errors in meal orders shall be the responsibility of the Sponsor making the error.
2. Ensure that a Sponsor representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the Sponsor. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements, and with local health and safety codes.

3. Notify the Vendor within 5 (five) days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
4. Provide the Vendor with information on how to access or a copy of the federal USDA meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of Child Nutrition Programs. The Sponsor will, within 24 hours of receipt from ODE, advise the Vendor of any changes in the food service requirements.
5. Pay the Vendor by the fifth day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals provided to the Sponsor in accordance with the agreement. Pay the Vendor a 3% weekly late fee on any invoices that are not paid within 7 (seven) days of receipt. Neither ODE nor USDA assumes any liability for payment of the difference between the number of meals prepared, and the number of meals served by the SPONSOR that are ineligible for reimbursement.
6. Retain control of the quality, extent, and general nature of the food service operation; and establish all programs.
7. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the Sponsor.
8. Submit a signed copy of the annual "Vendor Agreement" or renewal amendment to "Vendor Agreement" to ODE prior to services beginning.

D. USDA Foods

If Sponsor desires to participate in the USDA Foods Program and the Vendor agrees to use USDA Foods in accordance with federal and state regulations, then both the Sponsor and Vendor will need to sign the "Addendum to the Vended Meals Agreement for Participation in USDA Foods Program" Attachment E.

E. Termination

1. Mutual Agreement Termination: With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. Non-Performance of Agreement and Termination:
 - a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
 - b. The Sponsor may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the Child Nutrition Programs).
 - c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.

3. Termination for Convenience: The Sponsor may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
4. Final Payments: Upon any termination of this Agreement, the Sponsor will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

F. Standard Terms and Conditions

1. Terms and Conditions: Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
2. Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, Attachment B, must be signed by an authorized person and attached to this Agreement and is required for contracts of \$25,000 or more.
3. State and Federally Required Contractual Provisions: Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of ODE and state and local boards of education, as applicable, when providing services under this Agreement.
4. Equal Employment Opportunity: Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O.11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
5. **Labor and Civil Rights Laws**
 - a. Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to 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; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
 - b. Both Sponsor and Vendor must follow USDA's nondiscrimination policies, including incorporating the following nondiscrimination statement on all program materials published, electronically and in print, for public information through brochures, bulletins, leaflets, letters, newspapers, and websites. Federal regulations allow use of a shorter nondiscrimination statement on program materials less than one (1) page in length. The

short statement must be in the same size print as the text of the documents.

Full Version:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
 - (2) fax: (202) 690-7442; or
 - (3) email: program.intake@usda.gov.
- This institution is an equal opportunity provider.

Short Version:

This institution is an equal opportunity provider.

- 6. Clean Air Act and Energy Policy and Conservation Act: Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SPONSOR and to the relevant federal or state agency as appropriate.
- 7. Breach of this Agreement and Remedies: If Vendor fails to comply with any of the terms and conditions of this Agreement; the Sponsor has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten (10) day Notice to Cure, the Sponsor has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by Sponsor of any rights or remedies for any breach by Vendor. Sponsor expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the Sponsor may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.

In the event of nonconformity, the Sponsor may, at its option, cancel the Agreement or place the products in the open market after due notice and recover from Vendor the anticipated difference between the market price at the time of replacement and the agreement price. Reason(s) for nonconformity *check all that apply*:

nondelivery not ready for pickup partial delivery late delivery

The remedies of the Sponsor is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

8. Indemnify and Hold Harmless: Vendor shall indemnify, defend, and hold harmless the Sponsor, its directors, officers, employees, and agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the Sponsor and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
 - a. Vendor agrees to notify the Sponsor by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
 - b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
9. Force Majeure: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
10. Waiver: No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
11. Taxes: The Sponsor has tax-exempt status.
12. Buy American: Vendor will comply with the Buy American requirement, which dictates that Sponsor's participating in the federal school meal programs are required to purchase domestic commodities and products for Sponsor meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).
13. Food Laws: Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. Sponsor may inspect Vendor's facilities and vehicles.

14. Food Recall: Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the Sponsor and assurance that unsafe products are identified and removed from Sponsor sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
15. Lobbying Certification: This is required of contracts exceeding \$100,000.00. The Vendor must sign the Lobbying Certification, Attachment C, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment C), or will complete and submit as required in accordance with its instructions included in Attachment C
16. Independent Price Determination Certification: The Vendor must sign Independent Price Determination Certificate, Attachment A, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.
17. The Vendor shall comply with all other pertinent state and federal laws.
18. Records: Vendor and Sponsor shall retain all required records for a period of three (3) years after Sponsor makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the Sponsor, ODE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the Sponsor, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
19. Insurance (Sponsor should select only applicable certificates and delete those not used): Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in Oregon. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on the Vendor's Certificate of Insurance:
 - a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury— _____ Combined Single Limit
 - b. Automobile Liability— _____ Combined Single Unit
 - c. Workers' Compensation-Statutory; Employer's Liability—
 - d. Excess Umbrella Liability— _____ Combined Single Unit
 - e. The Sponsor shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the Sponsor for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
 - f. The insurance company insuring the Vendor shall provide for notice to the Sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect.

G. General Assurances

1. Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. Sole Agreement. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party’s address or facsimile number as set forth below, or as subsequently modified by written notice.
4. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1)such provision shall be excluded from this Agreement, (2)the balance of the Agreement shall be interpreted as if such provision were so excluded and (3)the balance of the Agreement shall be enforceable in accordance with its terms.
5. Modifications to ODE Template Agreement. ODE requires the use of a template “Vended Meals Agreement” when the Sponsor contracts with an organization to provide meals and related services. The Sponsor is allowed to make changes to the terms and conditions of the Vended Meals Agreement with approval by ODE.
6. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. ODE is not a party to any contractual relationship between a Sponsor and a Vendor. ODE is not obligated, liable, or responsible for any action or inaction taken by a Sponsor or Vendor based on this Agreement template. ODE’s review of the Agreement is limited to assuring compliance with federal and state procurement requirements. ODE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

SPONSOR / VENDOR SIGNATURES		
Name of Sponsor’s Authorized Representative	Title	
Signature of Sponsor’s Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>	
Name of Vendor’s Authorized Representative Alexis Jean	Title Director of Business Development	
Signature of Vendor’s Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>	

ATTACHMENT A: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the Sponsor and the Vendor shall execute this Independent Price Determination Certificate.

Name of Sponsor

Organic Fresh Fingers, Inc. DBA Fresh n' Local Foods, Inc.

Name of Vendor

A. By submission of this offer, the Vendor certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor for the purpose of restricting competition.
3. No attempt has been made or will be made by the Vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Vendor certifies that:

1. He or she is the person in the Vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in other Vendor organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	Director of Business Development	
Signature of Vendor	Title	Date
Authorized Representative		

In accepting this offer, the Sponsor certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

	Title	
Signature of Sponsor	Authorized Representative	Date

ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –

Lower-Tier Transaction

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organic Fresh Fingers, Inc. DBA Fresh n' Local Foods, Inc.
Vendor Name

Awarding of SFA Vended Meals Agreement
PR/Award Number or Project Name

Alexis Jean, Director of Business Development

Name(s) and Titles of Authorized Representative(s)

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C: LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts exceeding \$100,000 in federal funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure of Lobbying Activities*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Organic Fresh Fingers, Inc. DBA Fresh n' Local Foods, Inc.

4070 Fairview Industrial Drive SE

Salem, OR 97302

Name/Address of Organization

Alexis Jean, Director of Business Development

Name/Title of Submitting Official

Signature

Date

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change in a previous filing, pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if know. For example: Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1; e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
 - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
 - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials or employees contacted or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are enclosed.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT D: MINIMUM FOOD SPECIFICATIONS

To be completed by Sponsor. ODE does not approve, evaluate or endorse specifications. Examples may include the following listed below.

Meat/Seafood – All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better.
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish – must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products – All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA – inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color – U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements – U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (see Exhibit A for meal pattern requirements).

Attachment D (continued...): MINIMUM FOOD SPECIFICATIONS

Exhibit A: Meal Pattern Requirements

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	¾ (¾)	¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/orange ^f	0	0	0	¾	¾	1¼
Beans/peas (legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional vegetable to reach total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/meat alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
Trans fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans fat</u> per serving.					

- ^a In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).
- ^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.
- ^c One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.
- ^d For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).
- ^e The fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).
- ^f Larger amounts of these vegetables may be served.
- ^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).
- ^h Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.
- ⁱ At least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-2013), and in the SBP beginning July 1, 2013 (SY 2013-2014). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).
- ^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).
- ^k There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz eq of meat/meat alternate for 1 oz eq of grains after the minimum daily grains requirement is met.
- ^l Fluid milk must be low fat (1 percent milk fat or less, unflavored) or fat free (unflavored or flavored).
- ^m The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- ⁿ Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.
- ^o In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).
- ^p Final sodium specifications are to be reached by SY 2022-2023 or July 1, 2022. Intermediate sodium specifications are established for SY 2014-2015 and 2017-2018. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

Attachment D (continued...): MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack ¹ (Choose two of the four)
Milk			
• Milk, fluid	1 cup (8 fl oz) ²	1 cup (8 fl oz) ³	1 cup (8 fl oz) ²
Vegetables and/or Fruits			
• Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total ⁴	¾ cup
• An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
Grains and Breads⁵			
• Bread	1 slice	1 slice	1 slice
• Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
• Cold dry cereal	¾ cup or 1 oz ⁵		¾ cup or 1 oz ⁵
• Cooked pasta or noodle product	½ cup	½ cup	½ cup
• Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
Meat and Meat Alternates (Optional)			
• Lean meat or poultry or fish or alternate protein product ⁷	1 oz	2 oz	1 oz
• Cheese	1 oz	2 oz	1 oz
• Eggs	½ large egg	1 large egg	½ large egg
• Cooked dry beans or peas	¼ cup	½ cup	¼ cup
• Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
• Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50% ⁸	1 oz
• An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

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

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 Shall be served as a beverage, or on cereal, or use part of it for each purpose.

³ Shall 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.

Attachment D (continued...): MINIMUM FOOD SPECIFICATIONS

CACFP Meal Pattern Requirements—Children (Age 1 through 12)ⁱ

The meal must contain, at a minimum, each of the components listed in at least the amounts indicated for the specific age group in order to qualify for reimbursement.

	Age 1 and 2	Age 3 through 5	Age 6 through 12 ⁱ
BREAKFAST			
1. Milk, fluid ^j	½ cup	¾ cup	1 cup
2. Juice ^a , fruit, or vegetable or Fruit(s) or vegetable(s)	½ cup	½ cup	½ cup
3. Grains/Breads ^b :			
Bread	½ slice	½ slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. ^b	½ serving	½ serving	1 serving
Cereal:			
Cold dry	¼ cup or 1/3 oz ^c	1/3 cup or ½ oz ^c	¾ cup or 1 oz ^c
Hot cooked	¼ cup total	¼ cup	½ cup
Cooked pasta or noodle products	¼ cup	¼ cup	½ cup
LUNCH OR SUPPER			
1. Milk, fluid ^j	½ cup	¾ cup	1 cup
2. Meat or meat alternate:			
Meat, poultry, fish, cheese	1 oz	1+½ oz	2 oz
Alternate protein products ^g	1 oz	1+½ oz	2 oz
Yogurt, plain or flavored, unsweetened or sweetened	4 oz or ½ cup	6 oz or ¾ cup	8 oz or 1 cup
Egg	½ egg	¾ egg	1 egg
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup
Peanut butter or other nut or seed butter	2 Tbsp	3 Tbsp	4 Tbsp
Peanuts or soynuts or tree nuts or seeds	½ oz = 50% ^d	¾ oz = 50% ^d	1 oz = 50% ^d
3. Vegetable and/or fruit ^e (at least two)	¼ cup total	½ cup total	¾ cup total
4. Grains/Breads ^b :			
Bread	½ slice	½ slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. ^b	½ serving	½ serving	1 serving
Cereal, hot cooked	¼ cup total	¼ cup	½ cup
Cereal, cold, dry	¼ cup or 1/3 oz ^c	1/3 cup or ½ oz ^c	¾ cup or 1 oz ^c
Cooked pasta or noodle products	¼ cup	¼ cup	½ cup
SNACK			
1. Select two of the following four components:			
2. Milk, fluid ^j	½ cup	½ cup	1 cup
Juice ^{a,1} , fruit, or vegetable or	½ cup	½ cup	¾ cup
Fruit(s) or vegetable(s)	½ cup	½ cup	¾ cup
3. Grains/Breads ^b :			
Bread	½ slice	½ slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. ^b	½ serving	½ serving	1 serving
Cereal:			
Cold dry	¼ cup or 1/3 oz ^c	1/3 cup or ½ oz ^c	¾ cup or 1 oz ^c
Hot cooked	¼ cup	¼ cup	½ cup
4. Meat or meat alternate			
Meat, poultry, fish, cheese	½ oz	½ oz	1 oz
Alternate protein products ^g	½ oz	1/2 oz	1 oz
Egg, large ^h	½ egg	½ egg	½ egg
Cooked dry beans or peas	1/8 cup	1/8 cup	¼ cup
Peanut butter or other nut or seed butter	1 Tbsp	1 Tbsp	2 Tbsp
Peanuts or soynuts or tree nuts or seeds	½ oz	½ oz	1 oz
Yogurt, plain or flavored, unsweetened or sweetened	2 oz or ¼ cup	2 oz or ¼ cup	4 oz or ½ cup

^a Must be full strength fruit or vegetable juice.

^b Bread, pasta or noodle products, and cereal grains shall be whole grain or enriched, cornbread, biscuits, rolls, muffins, etc., shall be made with whole grain or enriched meal or flour.

^c Either volume (cup) or weight (oz), whichever is less.

^d No more than 50 percent of the requirement shall be met with tree nuts or seeds. Tree nuts and seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry or fish.

^e Serve 2 or more kinds of vegetable(s) and/or fruit(s). Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

^f Juice may not be served when milk is the only other component.

^g Alternate protein products may be used as acceptable meat alternates if they meet the requirements on the following page.

^h One-half egg meets the required minimum amount (one ounce or less) of meat alternate.

ⁱ Youth ages 13 through 18 must be served minimum or larger portion sizes than those specified for ages 6 through 12.

a. Fluid milk must be fat free (skim) or low fat (1 percent) milk for children 2 years and older.

Attachment D (continued...): MINIMUM FOOD SPECIFICATIONS

Alternate Protein Products

A. What are the criteria for alternate protein products used in the CACFP?

1. An alternate protein product used in meals planned under the provisions in Sec. 226.20 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
 - a. The alternate protein product must be processed so that some portion of the non protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
 - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
 - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors, or any other substances which have been added).
 - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. a through c of this attachment.
 - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
 - f. For an alternate protein product mix, manufacturers should provide information on:
 - (1) The amount by weight of dry alternate protein product in the package;
 - (2) Hydration instructions; and
 - (3) Instructions on how to combine the mix with meat or other meat alternates.

B. How are alternate protein products used in the CACFP?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 226.20.
2. The following terms and conditions apply:
 - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
 - b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How are commercially prepared products used in the CACFP?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate product combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

Attachment E
Addendum to the Vended Meal Agreement
For Participation in USDA Foods Program

This is an addendum to the “Vended Meals Agreement” for the purpose of participation in the USDA Foods Program. By signing this addendum to the “Vended Meals Agreement for Participation in the USDA Foods Program,” SPONSOR and Vendor, as defined in the Vended Meals Agreement agree to the following:

USDA Foods

1. Any USDA Foods received (when the foods arrive at the Sponsor’s kitchen, Sponsor’s storage facility, or Vendor storage facility in either raw form or in processed end products) by the Sponsor and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the Sponsor.
2. The Sponsor shall retain title to all USDA Foods.
3. USDA Foods allocated to the Sponsor will be delivered to and utilized by the Vendor equitably for lunches served to students at the Sponsor.
4. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following;
 - a. The Vendor must credit the Sponsor for the value of all USDA Foods received for use in the Sponsor’s meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);
 - b. The Vendor must credit the Sponsor for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit Sponsor account.
 - c. The Vendor shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
 - d. The Vendor shall use the USDA Foods values as posted on ODE’s USDA Foods website including the value of bonus USDA Foods;
 - e. The Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
 - f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the Sponsor’s food service;
 - g. The Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the Sponsor’s food service;
 - h. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
 - i. The Vendor will comply with the storage and inventory requirements for USDA Foods;
 - j. The Vendor will ensure that its system of inventory management will not result in the Sponsor being charged for USDA Foods;

- k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);
- l. 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;
- m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the Sponsor's nonprofit food service, subject to approval of the Sponsor. The Sponsor shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the Sponsor;
- n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

5. USDA Foods Handling Charges

- a. The SFA's monthly USDA Foods handling charges [including storage, delivery (if applicable), and administration and processing fees (if applicable)] will be deducted by ODE from the Sponsor's monthly Federal reimbursement.
- b. The Vendor is responsible for USDA Foods handling charges and must reimburse the Sponsor monthly for USDA Foods handling charges.

6. Year-End Reconciliation

- a. A year-end reconciliation shall be conducted by the Sponsor to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Vendor during the fiscal year. The SFA reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
- b. If Sponsor is participating in direct diversion processing or cheese processing, based on actual bulk USDA Foods received, it may be necessary for the Vendor to make compensation adjustments to the Sponsor at the end of the school year. The Sponsor is responsible for assuring adjustments are made.

7. Procurement of USDA Foods—the procurement of processed end products on behalf of the Sponsor, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or Sponsor processing agreements, and will ensure crediting of the Sponsor for the value of USDA Foods contained in such end products at the processing agreement value.

8. Access to Records—the distributing agency, sub-distributing agency, or Sponsor, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Vendors food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.

9. Renewal of Agreement—extensions or renewals of the agreement, if applicable, are contingent upon the fulfillment of all agreement provisions relating to USDA Foods.

10. Termination of Vended Meals Agreement—upon termination of this Vended Meals Agreement, Sponsor must conduct a contract-end reconciliation to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Vendor. The value of USDA Foods shall be based on the USDA Foods values as posted on ODE's USDA

Foods website. If SFA has received the actual value of all USDA Foods received by the Vendor, no additional compensation is required from the Vendor.

If Sponsor has not received the actual value of all USDA Foods received by the Vendor at contract termination date, the Vendor must provide compensation to Sponsor. Compensation must be either financial or return of unused USDA Foods, as determined by Sponsor. If the Sponsor terminates the Agreement without cause, or if the Vendor terminates the Agreement with cause, the Sponsor bears the cost of transferring/removal of all remaining USDA Foods from the Vendor. If the Sponsor terminates the Agreement with cause, or if the Vendor terminates the Agreement without cause, the Vendor bears the cost of transferring/removal of all remaining USDA Foods.

CERTIFICATION SIGNATURES

I CERTIFY by signing and dating this Addendum, Sponsor and Vendor agree to the terms and conditions as described herein.

Name of Vendor's Authorized Representative Alexis Jean	Title Director of Business Development
Signature of Vendor's Authorized Representative <input type="checkbox"/>	Date Signed <i>Mo./Day/Yr.</i>
Name of Sponsor's Authorized Representative	Title
Signature of Sponsor's Authorized Representative <input type="checkbox"/>	Date Signed <i>Mo./Day/Yr.</i>