

## SCHOOL FOOD AUTHORITY (SFA) MEMORANDUM OF AGREEMENT (MOA)

THIS AGREEMENT is made and entered into between \_\_\_\_\_  
Board of Education, School Food Authority

and \_\_\_\_\_  
Sponsor

whereas the \_\_\_\_\_ agrees to supply unitized meals \_\_\_\_\_  
Board of Education, School Food Authority (Choose one → Inclusive/Exclusive)

of milk and juice to \_\_\_\_\_ for the rates herein listed.  
Sponsor

Site Type	Rural	Urban
Breakfast	\$3.1975	\$3.1375
Lunch/Supper	\$5.6000	\$5.5100
Snack	\$1.3250	\$1.2950

Breakfast \$ \_\_\_\_\_ Lunches \$ \_\_\_\_\_  
Each Each

Snacks \$ \_\_\_\_\_ Suppers \$ \_\_\_\_\_  
Each Each

### Summer Food Service Program Rates

It is further agreed that \_\_\_\_\_, pursuant to the provisions of the Summer Food  
Board of Education, School Food Authority

Service Program regulations, the attached copy of which is part of this agreement, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes as follows:

### Summer Food Service Program Meal Patterns

#### BREAKFAST

##### Milk

Fluid Milk 1 cup  
(8 ounces or 1/2 pint)

##### Vegetables and Fruits

Vegetables and/or fruits or full-strength vegetable or fruit juice 1/2 cup  
 (or an equivalent quantity of any combination of vegetable, fruits, and juice) 1/2 cup

##### Grains/Breads

Bread (whole-grain or enriched) or 1 slice  
 Bread Alternates (whole-grain or enriched):  
 cornbread, biscuits, rolls, muffins, etc. or 1 serving  
 cooked pasta or noodle products or 1/2 cup  
 cooked cereal grains, such as rice, corn grits, or bulgur or 1/2 cup  
 (whole-grain, enriched, or fortified): cooked cereal or cereal grains or  
 cold dry cereal 3/4 cup or 1 ounce  
(whichever is less)

(or an equivalent quantity of a combination of grains/breads)

(OPTIONAL) Serve as often as possible  
 Meat and Meat Alternates (See lists under Lunch or Supper) 1 ounce

## SNACK

Choose two items from the following four components:

### Meat and Meat Alternates

Lean meat or poultry or fish or	1 ounce (edible portion as served)
Meat Alternates:	
Cheese or	1 ounce
egg or	1/2 large
cooked dry beans or beans or	1/4 cup
peanut butter or other nut or seed butters of	2 tablespoons
nuts and/or seeds or	1 ounce
yogurt (plain, sweetened, or flavored)	4 ounces
(or an equivalent quantity of any combination of meat or meat alternates)	

### Vegetables and Fruits:

Vegetables and/or fruits or	3/4 cup
full-strength vegetable or fruit juice	3/4 cup
(or an equivalent quantity of any combination of vegetables, fruits, and juice) Juices cannot be served with milk	

### Grains/Breads:

Bread (whole-grain or enriched) or	1 slice
Bread Alternates (whole-grain or enriched):	
cornbread, biscuits, rolls, muffins, etc. or	1 serving
cooked pasta or noodle products or	1/2 cup
cooked cereal grains, such as rice, corn grits, or bulgur or	1/2 cup
(whole-grain, enriched, or fortified): cooked cereal or cereal grains or	
cold dry cereal	3/4 cup or 1 ounce (whichever is less)
(or an equivalent quantity of a combination of grains/breads)	

### Milk

Fluid Milk	1 cup (1/2 pint)
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## LUNCH OR SUPPER

### Milk

Fluid Milk	1 cup (1/2 cup)
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### Meat and Meat Alternates

Lean meat or poultry or fish or	2 ounces (edible portion as served)
Meat Alternates:	
Cheese or	2 ounce
egg or	1 large
cooked dry beans or peas or	1/2 cup
peanut butter or other nut or seed butters of	4 tablespoons
nuts and/or seeds or	2 ounce *
yogurt (plain, flavored, sweetened, unsweetened)	
(or an equivalent quantity of any combination of meat or meat alternates)	8 oz. or 1 cup

**Vegetables and Fruits**

Vegetables and/or fruits (2 or more selections for a total of 3/4 cups) or 3/4 cup  
full-strength vegetable or fruit juice 3/4 cup  
(or an equivalent quantity of any combination of vegetables, fruits, or juice) Juice may  
not be counted to meet more than 1/2 of this requirement.

**Grains/breads**

Bread (whole-grain or enriched) or 1 slice  
Bread Alternates (whole-grain or enriched):  
cornbread, biscuits, rolls, muffins, etc. 1 serving  
cooked pasta or noodle products or 1/2 cup  
cooked cereal grains, such as rice, corn grits, or bulgur 1/2 cup  
(or an equivalent quantity of a combination of grains/breads)

\*Nuts and seeds may credit for the entire meats/meat alternates component.

**7 CFR 225.16 (Children under 6)** The State agency must authorize the sponsor to serve food in smaller quantities than are indicated in paragraph (d) of this section to children under six years of age if the sponsor has the capability to ensure that variations in portion size are in accordance with the age levels of the children served. Sponsors wishing to serve children under one year of age shall first receive approval to do so from the State agency. In both cases, the sponsor shall follow the age-appropriate meal pattern requirements contained in the Child and Adult Care Food Program regulations (7 CFR part 226).

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Full and accurate records will be maintained by \_\_\_\_\_ that the  
Board of Education, School Food Authority  
\_\_\_\_\_ will need to meet its responsibility including the following:  
Sponsoring Organization

1. Record of menus and menu changes approved by the Sponsor and/or the State agency.
2. Daily food production records containing the amount of food prepared and provided to the Sponsor.
3. A record of the daily number of meals delivered by type to the Sponsor.
4. Daily receipts signed by the authorized Sponsor and School Food Authority personnel for the number and type of meals delivered to each facility.
5. Copies of invoices for all milk purchased for the Summer Food Service Program.
6. Provide an itemized invoice to the Sponsor monthly which specifies the quantity of meals by type that are purchased within five (5) working days after the last day of the period for which the Sponsor will claim meals for reimbursement.
7. Ensure that health and sanitation requirements are met at all times.
8. Ensure that preparation, serving, and holding of food items are within proper temperature range as prescribed by the local health department.
9. Guarantee meals prepared for the Summer Food Service Program are inspected no less than one time during the contract period by an independent agency to determine bacteria levels in the meals being served. Results of the inspection shall be submitted within thirty (30) days of the end of the contract period to the Sponsor and the State Agency.
10. Provide any other documentation that the Sponsor may need to support the purchase of reimbursable meals.

Copies of these records must be submitted to the \_\_\_\_\_ promptly at the end of the month.  
Sponsor  
\_\_\_\_\_ agrees also to retain records required under the preceding  
Board of Education, School Food Authority

clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress), and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audits or administrative review at a reasonable time and place.

This meal service is to begin on or around \_\_\_\_\_  
Date

and is to be terminated on or around \_\_\_\_\_  
Date

Meals will be  served:  packed for delivery; or  delivered to centers the Sponsor has been approved f  
by the Alabama Department of Education under provisions of Agreement Number \_\_\_\_\_

Location and address of food preparation center(s):

**Assurance of Civil Rights Compliance**

(Received from Gail Hoffman on January 12, 2023 via email)

The Program Applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program Applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Program applicant.

This agreement shall be effective as of \_\_\_\_\_ Date. It may be terminated by notice in writing

given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

**BOARD OF EDUCATION  
SCHOOL FOOD AUTHORITY**

**SPONSORING ORGANIZATION**

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
SIGNATURE AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Attach copy of SFSP Menus, Meal Delivery Ticket,  
SFA's Health Inspection Report, and SFA's Food Permit**