NOTICE OF MEETING
SCHOOL DISTRICT NO. 1
Notice is hereby given of a Board of Education meeting of School District No. 17 , in the County of Douglas, which will be held at 7:00 p.m. on Monday, June 11, 2007 at 5606 South 147th Street, Omaha, Ne braska. An agenda for such meetings, kept continuously current are avâilable for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Ne braska.

MIKE KENNEDY, Secretary
$6-8-07$

## THE DAILY RECORD OF OMAHA

## RONALD A. HENNINGSEN, Publisher PROOF OF PUBLICATION

## UNITED STATES OF AMERICA,

 The State of Nebraska, District of Nebraska, County of Douglas, City of Omaha,
## J. BOYD

being duly sworn, deposes and says that she is

## LEGAL EDITOR

of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in THE DAILY RECORD, of Omaha, on

June 8, 2007



## MILLARD PUBLIC SCHOOLS BOARD COMMITTEE OF THE WHOLE

The Board of Education Committee of the Whole will meet on Monday, June 11, 2007 at 7:00 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

The Public Meeting Act is posted on the Wall and Available for Public Inspection
Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board Vice-President before the meeting begins.

A GENDA

1. LB 641 Power Point
2. Food Service/Soft Drink Policy

Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board Vice President before the meeting begins.

Minutes
Committee of the Whole
June 11, 2007
The members of the Board of Education met for a Budget Retreat on Monday, June 11, 2007 at 7:00 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. The evening agenda was a review of LB 641 and discussion of the food service/soft drink policy.

PRESENT: Mike Kennedy, Mike Pate, Jean Stothert, Linda Poole, and Dave Anderson

## ABSENT: Brad Burwell

Keith Lutz and Angelo Passarelli reviewed the Metro School Learning Community LB 641. They discussed and clarified the Learning Community timeline, the financial implications, the power of the local boards of education, the power of the Learning Community Coordinating Council (LCCC), and the Learning Community Achievement Council.

Ken Fossen reviewed changes in the soft drink offerings in the elementary schools, middle schools, and the high schools. This is coming about due to the agreement between the Alliance for a Healthier Generation (AHG) and the major bottling companies in the United States. These two entities have agreed to what will be sold and delivered to schools. Though, this agreement will not preclude the selling of non-compliant soft drinks at traditional evening school activities, which are open to the public.

The School Beverage Guidelines offer a broad range of lower-calorie and nutritious beverages for students to consume during the regular and extended school day. At least $50 \%$ of non-milk offerings in high schools should be bottled water and /or no or low calorie beverages. Elementary and middle schools will have bottled water and $100 \%$ juices in varying sizes depending on which grade levels.

There will be a financial impact from this agreement to the District, because at this point the food service budget helps to provide soft drink "revenue sharing" with the schools to fund student activities programs. Exactly how much of a hit this will be is not known at this time.

The first reading of this policy will be done at the next board, with final approval in July.
Jean Stothert adjourned the meeting


## The Metro Schools

## Learning Community

## LB 641

## Learning Community/Timeline

1. September 2007 - Commissioner of Education certifies Learning Community (LC)
2. November 2007 - Election Commissioners (Douglas and Sarpy) divide territory into 6 districts (Compact, contiguous, substantially equal in population).
3. November 2008-12 LC board members are elected (no Primary election, limited voting)
4. November 2008 - Board members are appointed to LC
5. January 2009 - Commissioner will convene a meeting of the LC Coordinating Council
6. 2009-2010 - LC can levy up to $\$ .05$
7. 2009-2010 - the common tax levy is in place

## School District Boundaries

"The boundaries of all school districts ...shall remain as depicted on a map ...as of March 1, 2006."

School may reorganize if both boards of education agree

## Finance Implications

1. \$.93-\$.95-Common Levy distributed based on formula needs
2. $\$ .08$ district discretionary general or building fund levy
3. \$.00-\$. 05 - Levy for elementary learning center facilities and up to $50 \%$ of the estimated costs for capital projects approved by the LC
4. Five year phase out of district-based TEEOSA as they move to the learning community-based TEEOSA

## School Districts’ Powers

- Implement district curriculum
- Develop the district budget
- Develop guidelines for in-district transfers
- Develop poverty plan
- Develop ELL plan
- Levy up to $\$ .08$ for their own general or building fund
- Set a maximum building capacity based on LCCC standards


## Learning Community Coordinating Council (LCCC)

- Levy and distribute a common levy and levy for capital projects
- Establish procedures to set a maximum capacity for each building
- Collect, analyze and report data
- Approve focus schools and poverty plans
- Adopt, approve and implement diversity plans
- Administer open enrollment
- Conduct school fairs and receive community input
- Develop reorganization plans
- Establish and administer elementary learning centers through achievement sub councils
- Assist parents in dispute resolution


# Powers of the Learning Community Achievement Council (6 sub-councils each with 3 members) 

- Develop a diversity plan for election district
- Administer elementary learning centers in cooperation with and executive director
- Review and approve poverty plans
- Review and approve limited English plans
- Receive community input
- Hold public hearings


## Diversity

A diversity plan is developed by the achievement sub-council for each territory in its election district
Diversity plan goal is to annually increase the socioeconomic diversity of enrollment at each grade level in each school until it reflects the average of the learning community.
Each LCCC with member districts shall develop and administer a diversity plan to bring about diverse enrollments subject to limitations .

- Zone limitations to allow students to access several schools other than their home attendance area
- Capacity pursuant to LCCC criteria

Free transportation for kids who improve diversity

## Focus Schools

A focus school is designed to attract a more economically and culturally diverse student body.
A magnet pathway offers coordinated elementary, middle and high school programs that are unique and that have specific learning goals in addition to standard curriculum.

- Students will be admitted to focus schools on this basis:
- Students who receive free or reduced-priced lunch
- Students who do not qualify for free or reduced-priced lunch
- Receiving districts will receive a $10 \%$ allowance increase for all children attending focus schools.


## Open and Option Enrollment

- "Option enrollment," is for students from outside the learning community (Blair to Millard)
- "Open enrollment," is for student transferring to schools within the Learning Community (Elkhorn to Millard)
- In-district transfers are at the discretion of the school district


## Elementary Learning Centers

- Administered by an executive director
- At least one center for each 25 schools with $35 \%$ poverty or higher (located in an area of high poverty)
- Programs include
- Summer school, extended-school-day and schoolyear programs coordinated with programs offered in the schools
- Literacy centers for children and parents
- Computer labs
- Tutors and mentors for students
- Services for transient students


## Elementary Learning Centers (continued)

- Attendance advocates to assist with issues that contribute to truancy
- Transportation for truant students
- English classes for parents and other family members
- Health and mental health services
- Childcare for children of parents working on literacy or working with their own children on academic skills
- Nutritional services for families working on skills at the center
- Transportation for participating families
- Distribution of clothing and school supplies
- Information on other resources to assist participating families
- Interpreter services for educational needs


## Poverty Plans

- Must complete a poverty plan to get additional funding
- A 10-30\% allowance per student if poverty levels are between 5\% and 30\%.
- NDE determines if you meet your plan
- Can lose $50 \%$ of funding if NDE determines you did not meet the required elements.
- Poverty Plans will address
- Attendance, mobility, parental involvement, class size, teaching time
- Access to early childhood education, summer school, and social workers
- Mentoring and professional development for teachers
- Coordination with elementary learning centers
- Must include an evaluation component


## Free Transportation

- If a student is transferring due to open enrollment
- If a student qualifies for free or reduced priced lunch and lives more than one mile from the school to which he or she transfers
- If the student contributes to the socioeconomic diversity
- If the student is attending a focus or magnet school and lives more than one mile from the school


## Other Requirements

- NDE Commissioner will appoint a Student Achievement Coordinator with a background and training in instruction for students in poverty.
- Children who attend programs in Summer school for reading and math will receive an allowance equal to .25 times the number of students.
- ESU will continue as before except that:
- Core services priority funding for staff development to improve the achievement of students in poverty


## MEMORANDUM

To: K. Lutz
Re: Changes in Soft Drink Offerings
From: K. Fossen
Date: June 5, 2007
As you are aware, our contract with Coke is coming to an end this summer. At the same time, there are some MAJOR changes coming with regard to the soft drinks being offered in our schools. The changes are coming about as a result of an agreement between the Alliance for a Healthier Generation (AHG) and the major bottling companies in the United States.

The AHG agreement was "voluntarily" entered into by the bottling companies. It should, however, be noted that one of the motivating factors for the bottling companies to enter into the Agreement was their desire to head of threatened legal action by class action attorneys. The bottling companies wanted to avoid replacing tobacco companies as the focal point for health-related litigation.

Pursuant to the AHG Agreement, the bottling companies have agreed to what will be sold and delivered to schools. It should be noted that the Agreement is binding only on the bottlers. In theory, an independent vendor could circumvent the AHG Agreement by purchasing non-compliant soft drinks from the bottling companies and then re-selling them in the schools.

On multiple occasions, the District's Nutrition and Wellness Committee discussed the AHG Agreement and the resulting changes. A lot of the Committee discussions focused on adult issues (e.g., should arrangements be made for the faculty rooms at the elementary schools to have regular and/or diet sodas?).

After several 180 degree turns in the discussions, the final consensus of the Committee was to have all machines in the buildings comply with the AHG Agreement, BUT, to permit staff members to bring non-compliant drinks into the building if they should so choose. The proposed policy provides for this option by providing that all soft drinks "sold" on the premises would need to be in compliance with the AHG Agreement standards.

With regards to students having non-compliant soft drinks, the Committee realized that there may be security issues related to bringing outside beverages into the schools (e.g., students bringing a "spiked" coke into the schools). The Committee did not attempt to address the security issues, but rather, drafted the policy such that it would accommodate whatever security rules were in place (i.e., the proposed policy addresses what may be "sold" and not what may be "possessed" in the schools).

[^0]In light of the above, if the school security rules remain as they are, students will be permitted to bring non-complying soft drinks into the buildings for their own consumption. They will, however, not be permitted to sell non-compliant soft drinks to others. If the rules should change, there is no language in the proposed policy that would contradict the security rules changes.

We anticipate a significant financial "hit" when the old prices in the Coke contract expire. We expect a second "hit" from a decrease in soft drink purchases (resulting form the limiting of selections.) These double hits will have an impact on the food service budget which provides soft drink "revenue sharing" with the schools to fund student activities programs. We really don't have a very good estimate of what this impact will be. ${ }^{2}$

Attached please find the following: (1) proposed Policy 3718, (2) proposed Rule 3718.1, (3) a copy of the AHG agreement, and (4) a list of the Coke, Pepsi, and Cadbury soft drinks that comply with the AHG agreement.

A final note, the AHG agreement does not preclude the selling of non-compliant soft drinks at traditional evening school activities that are open to the public. Therefore, the bottling companies will sell and deliver products for use in our concession stands. Thus, there will be no impact on community members who attend athletic events (or other such activities).

If you would like additional information, let me know.

[^1]Support Services - Food Service
Program-Beverages 3718

All beverages sold in the school buildings in the District shall comply with the beverage policy stated in the May 3, 2006 Memorandum of Understanding agreed to by and among the Alliance for a Healthier Generation, the American Beverage Association, Cadbury Schweppes Americas Beverages, the Coca-Cola Company, and PepsiCo, Inc.

Adopted: July 9, 2007
Millard Public Schools
Omaha, NE

## Support Services - Food Service

Program-Beverages
I. The following beverage offerings comply with the beverage policy stated in the May 3, 2007 Memorandum of Understanding agreed to by and among the Alliance for a Healthier Generation, the American Beverage Association. Cadbury Schweppes Americas Beverages, the Coca-Cola Company, and PepsiCo, Inc. and my be sold in the District's schools:
A. Elementary Schools

1. Water
2. $\leq 8 \mathrm{oz}$. servings of milk and juice
a. Fat free or low fat milk and nutritionally equivalent (per USDA) milk alternatives
b. Fat free or low fat nutritionally equivalent flavored milk with $\leq 150 \mathrm{cal} / 8 \mathrm{oz}$.
c. $\quad 100 \%$ juice with no added sweeteners with $\leq 120 \mathrm{cal} / 8 \mathrm{oz}$ and $\geq 10 \%$ DV for $\geq 3$ micronutrients
B. Middle Schools
3. Water
4. $\leq 10 \mathrm{oz}$. servings of milk and juice
a. Fat free or low fat milk and nutritionally equivalent (per USDA) milk alternatives
b. Fat free or low fat nutritionally equivalent flavored milk with $\leq 150 \mathrm{cal} / 8 \mathrm{oz}$.
c. $\quad 100 \%$ juice with no added sweeteners with $\leq 120 \mathrm{cal} / 8 \mathrm{oz}$ and $\geq 10 \%$ DV for $\geq 3$ micronutrients
C. High Schools
5. Water
6. No or low calorie beverages with $\leq 10 \mathrm{cal} / 8 \mathrm{oz}$ (e.g., diet sodas, unsweetened or diet teas, low calorie sports drinks, fitness waters, flavored waters, and seltzers)
7. $\leq 12 \mathrm{oz}$. servings of milk, light juice, juice, and sports drinks
a. Fat free or low fat milk and nutritionally equivalent (per USDA) milk alternatives
b. Fat free or low fat nutritionally equivalent flavored milk with $\leq 150 \mathrm{cal} / 8 \mathrm{oz}$.
c. $\quad 100 \%$ juice with no added sweeteners with $\leq 120 \mathrm{cal} / 8 \mathrm{oz}$ and $\geq 10 \%$ DV for $\geq 3$ micronutrients
d. Light juices and sports drinks with $\leq 66 \mathrm{cal} / 8 \mathrm{oz}$.
8. $\geq 50 \%$ of the beverages offered must be water and no or low calorie options ( $\leq 10 \mathrm{cal} / 8 \mathrm{oz}$ )
II. The above requirements apply to beverages sold on school grounds during the regular and extended school day when events are primarily under the control of the school or third parties on behalf of the school. The extended school day shall include the time before or after the official school day that includes student activities such as clubs, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs.
III. The above requirements do not apply to school-related events where parents and other adults are a significant part of an audience. This exclusion applies to the selling of beverages immediately before, during, and immediately after such school-related events.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the agreement among

- The Alliance for a Healthier Generation;
- The American Heart Association;
- The William J. Clinton Foundation;
- The American Beverage Association;
- Cadbury Schweppes Americas Beverages, a subsidiary of Cadbury Schweppes plc;
- The Coca-Cola Company; and
- PepsiCo, Inc.
regarding a new school beverage policy.


## Overview

The Alliance for a Healthier Generation ("Alliance"), a joint initiative of the American Heart Association and the William J. Clinton Foundation, under the leadership of President William J. Clinton and Governor Mike Huckabee, has joined with representatives of the American Beverage Association (ABA) and Cadbury Schweppes Americas Beverages, a subsidiary of Cadbury Schweppes plc; The Coca-Cola Company; and PepsiCo, Inc. (the three signatory companies) to create a new school beverage policy in the United States that will supersede current policy.

Fifty-four million children attend nearly 123,000 schools nationwide. Influencing and helping school districts and schools to provide healthy environments is one of the most efficient and effective ways of shaping the health, education and well-being of America's children. The purpose of this new policy is to accelerate the shift to lower-calorie and nutritious beverages that children consume during the regular and extended school day. This new policy shifts the focus to calories and the educational environment in which those calories are consumed.

The ABA and the three signatory companies will make diligent efforts to encourage their bottlers to adopt this policy as soon as possible for beverage sales to school children through vending machines, a la carte lines, and school stores, in full compliance with the law and their existing contract obligations. Moreover, the Alliance, the ABA and these companies will also make diligent efforts to encourage other members of the beverage industry to adopt this policy and to sell to schools only the product mix it outlines.

## School Beverages

## Elementary School

- Water
- $\leq 8$ oz servings of milk and juice
- Fat free or low fat milk and nutritionally equivalent (per USDA) milk alternatives
- Fat free or low fat nutritionally equivalent flavored milk with $\leq 150 \mathrm{cal} / 8 \mathrm{oz}$
- $100 \%$ juice with no added sweeteners, $\leq 120 \mathrm{cal} / 8$ oz \& $\geq 10 \%$ DV for $\geq 3$ micronutrients


## Middle School

- Same as elementary school with the following exceptions: juice and milk that meet the elementary school criteria may be available in 10 oz servings.
- As a practical matter, if middle school and high school students have common access to areas where beverages are sold on a common campus or in common buildings, then the school community has the option to adopt the high school standard.


## High School

- Water
- No or low calorie beverages with $\leq 10 \mathrm{cal} / 8 \mathrm{oz}$ (e.g., diet sodas, unsweetened or diet teas, low calorie sports drinks, fitness waters, flavored waters, seltzers)
- $\leq 12$ oz servings of milk, light juice, juice and sports drinks
- Fat free or low fat milk and nutritionally equivalent (per USDA) milk alternatives
- Fat free or low fat nutritionally equivalent flavored milk with $\leq 150 \mathrm{cal} / 8 \mathrm{oz}$
- $100 \%$ juice with no added sweeteners, $\leq 120 \mathrm{cal} / 8$ oz, and $\geq 10 \%$ DV for $\geq 3$ micronutrients
- Light juices and sports drinks with $\leq 66 \mathrm{cal} / 8 \mathrm{oz}$
- $\geq 50 \%$ of beverages are water and no or low calorie options ( $\leq 10 \mathrm{cal} / 8 \mathrm{oz}$ )


## Time of Day

This school beverage policy applies to beverages sold on school grounds during the regular and extended school day when events are primarily under the control of the school or third parties on behalf of the school. The extended school day can be defined as the time before or after the official school day that includes activities such as clubs, yearbook, band and choir practice, student government, drama, and childcare / latchkey programs.

This beverage policy does not apply to School-Related Events where parents and other adults are a significant part of an audience or are selling beverages as boosters during intermission, as well as immediately before or after such school-related events. Examples of these events include interscholastic sporting events, school plays, and band concerts.

## Implementation Goals

The three signatory companies will make diligent efforts with their bottlers to ensure that only beverages described in this policy will be included in all future school contracts.
In order to accelerate migration to lower-calorie and nutritious beverages in schools, the Alliance, as well as the ABA and three signatory companies working with their bottlers will work with schools and school districts in the spirit of mutual financial fairness to amend the terms of existing contracts to change the product mix described therein to include only the beverages outlined in this policy.

We recognize that some sales of beverages to schools are currently made by independent food and beverage distributors and contract operators in response to tenders issued by school districts. We also recognize some beverages are purchased by schools from retail locations for sale through a la carte lines and school stores. The Alliance, the ABA, and the three signatory
companies will make diligent efforts to encourage independent food and beverage distributors and contract operators to adopt this policy within three years. Together we will also seek to encourage those organizations whose members comprise the individuals in school food service who develop RFPs to adopt and promote this policy to its members within 1 year.

It is the goal of the parties to achieve implementation of this policy for $75 \%$ of schools under contract with bottlers prior to the beginning of the 2008-2009 school year. The parties will strive to achieve implementation of the policy for all schools prior to the beginning of the 2009-2010 school year. ${ }^{1}$.

## Reporting

Beginning in August 2007, and annually every year thereafter, the signatories to this MOU will support an annual analysis that will disclose the impact and status of this policy. This information will be made public by ABA on its website and/or by press release. The analysis will include the following:

1. Beverage sales to students in schools through all venues, similar to the Wescott study dated November 28, 2005. It shall include beverages children purchase at schools through vending machines, a la carte lines, school stores, or other venues. It would ideally distinguish between beverages supplied directly to schools by bottlers for consumption during the regular and extended school day, versus those supplied for School-Related Events or indirectly through other channels, such as food and beverage distributors and contract operators.
2. For contracts executed after signing this MOU, the percent of then valid contracts that comply with this policy on the following basis:
3. Percent of school district contracts.
4. Percent of elementary school contracts.
5. Percent of middle school contracts. Companies will list middle schools that follow the high school standard with a valid justification for their exception.
6. Percent of high school contracts that comply with this policy.
7. For contracts executed before signing this MOU, the percent of then valid contracts that have been amended to comply with this policy.
8. Percent of school district contracts.
9. Percent of elementary school contracts.
10. Percent of middle school contracts. Companies will list middle schools that follow the high school standard with a valid justification for their exception.
11. Percent of high school contracts that comply with this policy.

## Healthy Schools Program Standard and Other Standards

This policy will represent the only beverage standard used for school recognition that is part of the Alliance for a Healthier Generation's Healthy Schools Program.

We do, however, recognize that some state legislation, district policy, or other standards may be different than this policy. This policy does not undo those efforts or usurp the authority of

[^2]parents, educators, and their elected representatives. It is not the intent of this policy to undermine any local initiatives to set standards or change any laws.

## Communications

All parties will actively support the new policy and their commitment to the standards of the policy, including the beverages provided in schools, on an ongoing basis.

All use of names or representations in association with this agreement of President Clinton, Governor Huckabee, the American Heart Association, and the Alliance for a Healthier Generation must be approved in writing in advance by the Clinton Foundation, Governor Huckabee, the American Heart Association, and the Alliance for a Healthier Generation respectively. This agreement does not permit the usage of the American Heart Association trademarks or service marks without prior written permission.

All use of names and representations with this agreement of Cadbury Schweppes Americas Beverages, The Coca-Cola Company, PepsiCo, as well as their products, and the American Beverage Association must be approved in writing in advance by the American Beverage Association on behalf of these companies. This agreement does not permit the usage of the Cadbury Schweppes, Coca-Cola or PepsiCo trademarks or service marks without prior written permission.

Organizations who are signatories to this agreement will develop and jointly approve standard language and terms of use for each to use to represent their support of this policy.

## Changes to Policy

All parties recognize that compelling new scientific evidence may arise at any time that could cause us to revisit this policy.
[Signatures of Authorized Representatives of Parties to this MOU appear on next page.]

## ACCEPTED

Alliance for a Healthier Generation 55 West 125th Street
New York, NY 10027
By:
Printed Name: Robert S. Harrison
Title: Executive Director
Date: May 3, 2006

American Heart Association
7272 Greenville Avenue
Dallas, TX 75231
By:
Printed Name: Robert H. Eckel, MD
Title: President
Date: May 3, 2006

Clinton Foundation
55 West 125th Street
New York, NY 10027
By:
Printed Name: Ira C. Magaziner
Title: Chairman, Clinton Foundation Policy Board
Date: May 3, 2006

American Beverage Association
1101 16th Street NW
Washington, DC 20036
By:
Printed Name: Susan K. Neely
Title: President \& CEO
Date: May 3, 2006

Cadbury Schweppes Americas Beverages
5301 Legacy Drive
Plano, TX 75086
By:
Printed Name: Gilbert Cassagne
Title: President \& CEO
Date: May 3, 2006

The Coca-Cola Company
P.O. Box 1734

Atlanta, GA 3030
By:
Printed Name: Donald Knauss
Title: President, Coca-Cola North America Date: May 3, 2006

PepsiCo, Inc.
700 Anderson Hill Road
Purchase, N.Y. 10577
By:
Printed Name: Dawn Hudson
Title: President \& CEO, Pepsi-Cola North America
Date: May 3, 2006

## The Coca-Cola Company School Beverage Catalog

The Coca-Cola Company is proud to join with the Alliance for a Healthier Generation on the implementation of new School Beverage Guidelines. These Guidelines offer a broad range of lower-calorie and nutritious beverages for students to consume during the regular and extended school day. Our bottlers are standing ready to work with you on aligning the beverages you sell to students to the Alliance School Beverage Guidelines.

The Coca-Cola Company beverages listed below fit the Alliance School Beverage Guidelines, with certain differences marked for elementary, middle, and high schools. Please note that some products may not be available in all markets. Please contact your local Coca-Cola Company bottler or food service supplier, The Coca-Cola Company headquarters at 1800 Get Coke, or visit www.coca-cola.com for more information on these beverages. For more information on the Alliance for a Healthier Generation, visit (www.healthiergeneration.org).

| Beverages | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: |
|  | ELEM | MIDDLE | HIGH |
| Unflavored Waters |  |  |  |
| 20oz, 12oz, 300mL DASANI | $\sqrt{ }$ | $\sqrt{ }$ | $\sqrt{ }$ |
| 100\% Juices <br> (with no sweeteners added, $\leq 120 \mathrm{cal} / 8 \mathrm{oz} ., 10 \%$ of recommended daily value for three micronutrients. Serving sizes are $\leq 8 \mathrm{oz}$ in elementary schools, $\leq 10 \mathrm{oz}$ in middle schools, and $\leq 12$ oz in high schools) |  |  |  |
| 10oz Minute Maid Orange, Apple, Mixed Berry, Grape, Fruit Medley |  | $\sqrt{ }$ | $\sqrt{ }$ |


| $200 \mathrm{ml} / 6.75 \mathrm{oz}$ MM Kids Plus Orange Juice, Minute Maid | $\sqrt{ }$ | $\sqrt{ }$ | $\sqrt{ }$ |
| :--- | :--- | :--- | :--- |
| Apple and Fruit Punch |  |  |  |



| 12 oz and 20 oz Diet Nestea, Diet Nestea Green Tea and Diet Nestea White Tea |  |  | $\sqrt{ }$ |
| :---: | :---: | :---: | :---: |
| (With $\leq 66 \mathrm{cal} / 8 \mathrm{oz}$. Serving sizes are $\leq 12 \mathrm{oz}$ in high schools) |  |  |  |
| 12oz Mountain Blast, Fruit Punch, Lemon Lime, Orange, Grape |  |  | $\sqrt{ }$ |

Note: Under the Alliance for a Healthier Generation's School Beverage Guidelines, at least $50 \%$ of non-milk offerings in high schools should be bottled water and/or no or low calorie beverages.

# PEPSI-COLA COMPANY <br> Beverage Catalogue for $\mathbf{K}$-12 Schools 

The Pepsi-Cola Company is proud to be part of the Alliance for a Healthier Generation's Healthy Schools Program and to support the School Beverage Guidelines that were developed as part of this broad initiative. By following these Guidelines, schools can provide their students a broad range of lower-calorie and nutritious beverages, tailored to the nutrition needs of students at different ages.

Pepsi-Cola offers a wide variety of products that fit the School Beverage Guidelines, as listed below. (Please note that some products may not be available in all markets.) To learn more about these beverages or how you can integrate them into your school offerings, please contact your local Pepsi-Cola bottler or food service supplier. For more information on the Healthy Schools Program, please contact the Alliance for a Healthier Generation (www.healthiergeneration.org).

| PRODUCTS MEETING <br> ALLIANCE FOR A HEALTHIER GENERATION GUIDLELINES FOR K-12 SCHOOLS | Qualify For: |  |  |
| :---: | :---: | :---: | :---: |
|  | Elem. School | Middle School | High School |
| Water |  |  |  |
| Aquafina (any size) | $\sqrt{ }$ | $\sqrt{ }$ | $\checkmark$ |
| 100\% Juice <br> with no added sweeteners, at least $10 \%$ DV for at least three vitamins or minerals, and $\leq 120$ calories per 8 oz; maximum sizes: 8 oz in elementary schools, 10 oz in middle schools, and 12 oz in high schools |  |  |  |
| 6 \& 8 oz Tropicana Pure Premium Orange Juice (chilled) No Pulp (6 oz), No Pulp (8 oz), Calcium \& Vitamin D (8 oz), Healthy Kids (8 oz) | $\sqrt{ }$ | $\sqrt{ }$ | $\sqrt{ }$ |
| 10 oz Dole Plus Juice (shelf-stable) - available Q3 2007 Apple, Orange, Mixed Berry \& Fruit Punch |  | $\sqrt{ }$ | $\sqrt{ }$ |
| 10 oz Tropicana Pure Premium Orange Juice (chilled) <br> No Pulp |  | $\checkmark$ | $\checkmark$ |
| 10 oz Tropicana Juices (shelf-stable) Orange |  | $\checkmark$ | $\checkmark$ |

# PEPSI-COLA COMPANY <br> Beverage Catalogue for K-12 Schools 

| PRODUCTS MEETING <br> ALLIANCE FOR A HEALTHIER GENERATION GUIDLELINES FOR K-12 SCHOOLS | Qualify For: |  |  |
| :---: | :---: | :---: | :---: |
|  | Elem. School | Middle School | $\begin{gathered} \text { High } \\ \text { School } \\ \hline \end{gathered}$ |
| 10 oz Tropicana Plus Juices (shelf-stable) - available Q3 2007 Apple, Orange \& Fruit Punch |  | $\sqrt{ }$ | $\checkmark$ |
| No or Low-Calorie Drinks <br> with $\leq 10$ calories per 8 oz; permitted in high schools only |  |  |  |
| Aquafina Alive (any size) <br> Berry Pomegranate, Peach Mango, Orange Lime |  |  | $\sqrt{ }$ |
| Aquafina FlavorSplash (any size) Grape, Citrus Blend, Wild Berry \& Raspberry |  |  | $\sqrt{ }$ |
| Aquafina Sparkling (any size) <br> Berry Burst, Citrus Twist |  |  | $\checkmark$ |
| Diet Carbonated Soft Drinks (any size) <br> Diet Mountain Dew, Caffeine Free Diet Mountain Dew, Diet Mountain Dew Code Red, Diet Mug Root Beer, Diet Mug Cream Soda, Diet Pepsi, Caffeine Free Diet Pepsi, Diet Pepsi Lime, Diet Pepsi Vanilla, Diet Wild Cherry Pepsi, Diet Tropicana Twister Soda, Jazz Diet Pepsi-Black Cherry Vanilla, Jazz Diet Pepsi-Strawberries \& Crème, Sierra Mist Free |  |  | $\sqrt{ }$ |
| Diet Lipton Iced Teas (any size) <br> Diet Lipton Brisk, Diet Green Tea with Citrus, Diet Green Tea with Mixed Berry, Diet Iced Tea with Lemon, Diet Iced Tea with Peach |  |  | $\checkmark$ |

# PEPSI-COLA COMPANY <br> Beverage Catalogue for K -12 Schools 

| PRODUCTS MEETING <br> ALLIANCE FOR A HEALTHIER GENERATION GUIDLELINES FOR K-12 SCHOOLS | Qualify For: |  |  |
| :---: | :---: | :---: | :---: |
|  | Elem. School | Middle School | High School |
| Propel Fitness Water (any size) <br> Berry, Black Cherry, Grape, Kiwi Strawberry, Lemon |  |  | $\checkmark$ |
|  |  |  | $\sqrt{ }$ |
| Light Juices, Sports Drinks and other beverages with $\mathbf{\leq 6 6}$ calori maximum size: 12 oz; permitted in high schools only |  |  |  |
| 12 oz Gatorade All Stars <br> Berry, Fruit Punch, Grape, Lemon-Lime, Ice Punch, Orange, Strawberry |  |  | $\sqrt{ }$ |
| 11.5 oz SoBe Synergy <br> Fruit Punch, Grape, Kiwi Strawberry, Lemonade \& Mango Orange |  |  | $\sqrt{ }$ |
| Coming Soon 11.5 oz Tropicana Twister Orange Strawberry Banana, Tropical Fruit Burst |  |  | $\checkmark$ |

Note: Under the Alliance for a Healthier Generation's School Beverage Guidelines, at least $50 \%$ of offerings in high schools, other than milk, should be bottled water and/or no or low calorie beverages.


## Cadbury Schweppes

## Americas Beverages

## School Beverage Catalog

For more information on any of these beverages, please contact Bob Todaro, Director of Account Development at Robert.Todaro@cs-americas.com

Cadbury Schweppes Americas Beverages is proud to be part of the Alliance for a Healthier Generation's Healthy Schools Program, and to be doing our part through the School BeverageGuidelines. These Guidelines offer a broad range of lower-calorie and nutritious beverages for students to consume during the regular and extended school day. Cadbury Schweppes Americas Beverages, along with our bottling and distributor partners are committed to improving the health of America's children and are anxious to work with you on implementing these guidelines.

The Cadbury Schweppes beverages listed below fit the School Beverage Guidelines, with certain differences marked for elementary, middle and high schools. Please note that some products may not be available in all markets. Please contact Bob Todaro, Director of Account Development at Bob.Todaro@cs-americas.com for more information on these beverages. For more information on the Healthy Schools Program, please contact the Alliance for a Healthier Generation (www.healthiergeneration.org).

| Beverages | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: |
|  | $\begin{array}{\|l\|l\|} \hline \text { Elementary } \\ \text { School } \end{array}$ | Middle School | High School |
| Still Waters |  |  |  |
|  | $\checkmark$ | $\checkmark$ | $\checkmark$ |
| 16.9 oz and 20 oz . PET | $\checkmark$ | $\sqrt{ }$ | $\checkmark$ |
| Waters |  |  |  |
|  |  |  | $\checkmark$ |
|  |  |  | $\checkmark$ |


| Beverages | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: |
|  | Elementary | Middle | $\xrightarrow{\text { High }}$ |
| 100\% Juices |  |  |  |
|  |  |  | $\checkmark$ |
| No or Low Calorie Drinks |  |  |  |
| CLANAIO <br> 10 oz glass and $11.50 z$ cans |  |  | $\checkmark$ |
| Available Flavors $\qquad$ <br> $120 z$ can and $160 z$ glass |  |  | $\checkmark$ |
| 16.9oz PET bottle |  |  | $\checkmark$ |


| Beverages |  | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Elementary School | Middle School | High School |
| $\begin{aligned} & \text { sundia. } \\ & \text { gracintaa } \end{aligned}$ <br> 17.5 oz glass | Available Flavors <br> Original <br> Asian Pear <br> Mango |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20 oz PET | Available Flavors <br> Light Lemonade |  |  | $\sqrt{ }$ |
| 12 oz can and 20oz PET | Good source of |  |  | $\sqrt{ }$ |
| Carbonated Beverages | - |  |  |  |
| 12 oz can and 20oz PET | Available Flavors <br> Diet Dr Pepper* Diet Dr Pepper (Caffeine Free)* Diet Cherry Vanilla Dr Pepper Diet Berries \& Cream Dr Pepper |  |  | $\sqrt{ }$ |


| Beverages |  | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Elementary School | Middle School | High School |
| $120 z$ can and 20oz PET | Available Flavors <br> diet Lemon Lime diet Cherry |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20 oz PET | $\begin{aligned} & \text { Natural orange } \\ & \text { flavor } \end{aligned}$ |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20 oz PET | Available Flavors <br> Diet Root Beer Diet Cream Soda |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20oz PET | Available Flavors <br> Diet Ginger Ale Diet Cranberry Ginger Ale |  |  | $\sqrt{ }$ |


| Beverages |  | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Elementary School | Middle School | High School |
| $12 o z$ can and 20 oz PET | Available Flavors |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20 oz PET | $\begin{aligned} & \text { sweetened } \\ & \text {,uith Splenda } \end{aligned}$ $\begin{aligned} & \text { sweetene ene } \\ & \text { with splenda } \end{aligned}$ |  |  | $\sqrt{ }$ |
| schweppes <br> 12oz can and 20oz PET | Available Flavors <br> Diet Ginger Ale <br> Naturaly flaver |  |  | $\sqrt{ }$ |
| $120 z$ can and 20 oz PET | Available Flavors <br> Diet Citrus Diet Citrus Caffeine Free <br> Naturally flavored |  |  | $\sqrt{ }$ |


| Beverages |  | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Elementary School | Middle School | High School |
| $12 o z$ can and 20 oz PET | $\frac{\text { Available Flavors }}{\text { Diet Grape }}$ |  |  | $\sqrt{ }$ |
| 12 oz can and 20 oz PET | Caffeine free |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20oz PET | Available Flavors <br> Diet Root Beer <br> Diet Cream Soda |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20oz PET | Very low sodium |  |  | $\sqrt{ }$ |


| Beverages |  | Qualify for the Alliance for a Healthier Generation's School Beverage Guidelines |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Elementary School | Middle School | High School |
| $120 z$ glass | Available Flavors <br> Diet Black Cherry Wishniak Diet Cream Soda Diet Orange and Cream Diet Root Beer <br> Caffiene free |  |  | $\sqrt{ }$ |
| 12oz glass | Available Flavors <br> Diet Root Beer Diet Cream Soda |  |  | $\sqrt{ }$ |
| $12 o z$ can and 20 oz PET | Caffeine free |  |  | $\sqrt{ }$ |


[^0]:    ${ }^{1}$ The contract ran for 8 years. There was no increase in the purchase price over that period of time. Eight years ago, a 16 oz . can of Coke Classic cost us 18.75 cents delivered to the vending machines. Our cost for that can today is still 18.75 cents. Our profit is the difference between the selling price and the 18.75 cents!

[^1]:    ${ }^{2}$ As we prepare the budget for next year, I'm proposing that we keep a sufficient amount in the contingency account to assist with the "revenue sharing" that supports the activities programs for students.

[^2]:    ${ }_{1}$ Provided schools and school districts are willing to amend school contracts in existence at the time of this MOU

