



F.A.M.E., Inc.

Board Meeting

Virtual Board Meeting

Date and Time

Saturday April 25, 2020 at 10:00 AM CDT

Location

Topic: April FAME Board Meeting

Time: Apr 25, 2020 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/97796248839?pwd=Nk0wZ0gxTFILSFJvcXMzNXhueG5CQT09>

Meeting ID: 977 9624 8839

Password: 686250

Agenda

	Purpose	Presenter	Time
I. Opening Items			10:00 AM
Opening Items			
A.	Call the Meeting to Order	Javier Jalice	
B.	Record Attendance and Guests	Latoye Brown/Javier Jalice	2 m
C.	Approve Minutes	Approve Minutes Javier Jalice	1 m

It is recommended that the board approve the minutes from the February 15, 2020 with any suggested modifications or changes.

	Purpose	Presenter	Time
Approve minutes for Board Meeting on February 15, 2020			
II. Distance Learning Updates			10:03 AM
A. Academic Updates	FYI	Latoye Brown	7 m
B. Financial Updates	FYI	Justin Anderson	5 m
C. Operational Updates	FYI	Alisa Dupre	5 m
D. Development Updates	FYI	Lynn Spearman	5 m
III. Finance Committee			10:25 AM
Finance Committee			
A. Financial Statements February and March 2020	Discuss	Justin Anderson	5 m
Review the February and March 2020 Financial Statements of Audubon Schools			
B. Contract Approval	Vote	Justin Anderson	5 m
The Administration recommends the approval of a contract with Ultimate Pro Software as outlined in the attached document to provide payroll processing and human resources support to Audubon Schools.			
C. SBA Payroll Protection Program Forgivable Loan	FYI	Justin Anderson	10 m
D. Transportation RFP for 2020-2021 School Year	FYI	Alisa Dupre	5 m
E. School Lunch Vendor RFP 2020-2021 School Year	FYI	Alisa Dupre	5 m
IV. Other Business			10:55 AM
A. 2020-2021 School Year Calendar Amendment	Vote	Latoye Brown	5 m
The Administration recommends the approval of the 2020-2021 school year calendar as presented at the February 2020 FAME Board meeting.			
B. Addendum to 2019-2020 Pupil Progression Plan	Vote	Latoye Brown	5 m
The Administration recommends that the FAME Board accepts the proposed addendum to the 2019-2020 Pupil Progression Plan to address student promotion, retention and			

	Purpose	Presenter	Time
grading in light of the distance learning implemented in response to the COVID-19 crisis.			

V. CEO's Report**11:05 AM**

A. Strategic Planning Update	FYI	Latoye Brown	5 m
B. Training Center Update	FYI	Monique Butler	5 m
C. Operations Report	FYI	Alisa Dupre	3 m
D. Development Report	FYI	Lynn Spearman	3 m
E. Parent Reports	FYI	Latoye Brown	3 m

VI. Closing Items**11:24 AM**

A. Announcements	FYI	Javier Jalice	2 m
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The next meeting of the FAME Board will take place on Saturday, May 16, 2020 beginning at 10 am. More information regarding this meeting will be sent out at a later time.

B. Adjourn Meeting	Vote	Javier Jalice	
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All non-FAME board or staff attendees are asked to ensure that their microphones remain on mute for the duration of this call. If any attendee would like to make a public comment, please do so using the chat function provided in the Zoom Meeting tool.

Coversheet

Approve Minutes

Section:	I. Opening Items
Item:	C. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on February 15, 2020

APPROVED



F.A.M.E., Inc.

Minutes

Board Meeting

Date and Time

Saturday February 15, 2020 at 10:00 AM

Location

428 Broadway Street, New Orleans, LA 70118, Cafeteria

Directors Present

C. Lebas, C. Tregre, D. Omojola, J. Jalice, M. Russell, R. Fernandez, R. Kirschman, T. Lasher

Directors Absent

B. Connick, C. Lawson, L. Moran

Directors who arrived after the meeting opened

M. Russell

Ex Officio Members Present

L. Brown

Non Voting Members Present

L. Brown

Guests Present

A. Collopy, A. Dupre, C. Stoecker, D. LaViscount, J. Anderson, L. Spearman, L. Vermeulen, Laura Reiff, M. Forcier, Tasha Foster, Taylor Vuona

I. Opening Items

A. Call the Meeting to Order

J. Jalice called a meeting of the board of directors of F.A.M.E., Inc. to order on Saturday Feb 15, 2020 at 10:10 AM.

B. Record Attendance and Guests

C. Approve Minutes

J. Jalice made a motion to approve the minutes from January 18, 2020 January Board Meeting on 01-18-20.

R. Fernandez seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Finance Committee

A. FY 2020 Remediation Plans

M. Russell arrived.

B. Financial Statements January 2020

III. Executive Section

A. Motion to Enter Executive Session

At 11:21 AM, R. Kirschman made a motion to enter into executive session which was seconded by C. Tregre to discuss the professional competence of a staff member. The session concluded at 11:45 and the board returned to the general session.

IV. Closing Items

A. Announcements

B. Adjourn Meeting

C. Tregre made a motion to adjourn the meeting.

R. Fernandez seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:00 AM.

Respectfully Submitted,

L. Brown

Coversheet

Financial Statements February and March 2020

Section:	III. Finance Committee
Item:	A. Financial Statements February and March 2020
Purpose:	Discuss
Submitted by:	
Related Material:	Procurement policy.pdf 2002 ACS Financial Statement-Finals.pdf 2003 ACS Financial Statement.pdf

Procurement – Goods and Services

Procurement policies should outline procedures to promote competition and fairness for all contracted items. Audubon Charter School should procure only those items and services that are required to perform their missions and/or fill a bona fide need.

Audubon Charter School should use a competitive procurement process and establish criteria for awarding goods and service contracts. The criteria, may include the following:

- Contracts less than **\$5,000** – Use sound business practices.
- Contracts between **\$5,000 and \$24,999** – Seek quotes from at least three vendors and award the contract to the responsible vendor offering the supply or service needed for the best price.
- Contracts **>\$25,000** – Seek quotes from at least three vendors and award the contract to the responsible vendor offering the supply or service needed for the best price. Follow Louisiana Public Bid Law for any applicable supplies or services.

Documentation requirements – contracts in the amount of **\$5,000** or more must be in writing, and Audubon Charter School may not pay for any services or supplies prior to the execution of a written contract.

Audubon Charter School shall adhere to the following objectives:

1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable, related considerations such as delivery, quantity, etc.
 2. All purchases shall be in the best interests of Audubon Charter School and its funding sources.
 3. Obtain quality supplies/services needed for delivery at the time and place required.
 4. Buy from responsible and dependable sources of supply.
 5. Obtain maximum value for all expenditures.
 6. Deal fairly and impartially with all vendors.
 7. Be above suspicion of unethical behavior always; avoid any conflict of interest, transactions with related parties or even the appearance of a conflict of interest in School supplier relationships.
- A. Audubon Charter School will execute a *Purchase Order* for all nonrecurring purchases, which shall be approved by the CFO for purchases less than **\$5,000** and by the Chief Executive Officer and the Chief Financial Officer for purchase greater than **\$5,000**.
 - B. All lease agreements will be evidenced by a lease or sublease agreement approved by the Board of Director's and signed by the Chief Executive Officer. The

agreement will identify all the terms and conditions of the lease.

- C. All contracts exceeding **\$25,000** must be approved by the F.A.M.E. Board. Contracts between **\$15,000-\$24,999** must be presented as an information items to the F.A.M.E. Board.

Emergency Purchases

An “emergency purchase” is the purchase of goods or services that are so badly needed that a School will suffer financial or operational damage if they are not secured immediately. A decision to purchase may be declared in an emergency at Audubon Charter School’s discretion and “best value” procurement procedures must be followed. In addition, the purchase must be authorized by the Treasurer or another Board member.

Procurement - Construction

Audubon Charter School are required to comply with certain laws while constructing a new facility or performing construction on current facilities. These laws include numerous federal laws. When undertaking construction or renovation projects, Audubon Charter School will comply with all applicable laws.

Public Bidding Laws - This law applies to the “construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency.

Procedures

Purchase Requirements

1. After approval of the annual budget, the Chief Financial Officer should review Audubon Charter School’s needs to discover patterns of orders and opportunities for clustering orders, to achieve volume discounts.
2. In preparing purchase requisitions, the Chief Executive Officer or designee should identify minimum needs.

Processing Purchase Requisitions

1. *Purchase Requisitions* should be forwarded to a designated member of the finance staff.
2. The *Purchase Requisitions* should include the following:
 - (i) A description of items ordered
 - (ii) A cost estimates

(iii) Required delivery information

3. *The Chief Financial Officer should approve purchase Requisitions*, after review of the budget.
4. The designated member of the office staff should present *Purchase Requisitions* to the Chief Executive Officer for review and approval.
5. Approved *Purchase Requisitions* should be forwarded to the Sr. Staff Accountant or Chief Financial Officer.

Processing Purchase Orders

1. A *Purchase Order* should be prepared by the Chief Financial Officer or he or she should approve the information that was supplied by the designated Finance Staff member
2. *Purchase Orders* should be approved by the Chief Financial Officer and/or the Chief Executive Officer.

FRENCH AND MONTESSORI EDUCATION INCORPORATED

Financial Statements

For the Month Ended February 29, 2020

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF FINANCIAL POSITION
FOR THE MONTH ENDED February 29, 2020**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 701,653
Accounts receivable	648,822
Investments	983,339
Prepaid expenses and other current assets	<u>61,704</u>

Total current assets 2,395,518

PROPERTY AND EQUIPMENT, net 3,838,092

TOTAL ASSETS \$ 6,233,610

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 335,909
Accrued salaries and benefits payable	897,091
Deferred revenues	<u>83,687</u>

Total current liabilities 1,316,687

LONG TERM LIABILITIES

Note Payable	<u>1,902,899</u>
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Total long term liabilities 1,902,899

NET ASSETS

Unrestricted net assets	<u>3,014,024</u>
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TOTAL LIABILITIES AND NET ASSETS \$ 6,233,610

FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON
FOR THE EIGHT MONTHS ENDED February 29, 2020

	AUDUBON UPTOWN Actual	AUDUBON GENTILLY Actual	AUDUBON CENTRAL OFFICE Actual	TOTAL	% ACHIEVED OF ANNUAL
REVENUES AND SUPPORT					
MFP revenues	\$ 5,095,318	\$ 1,040,735	\$ -	\$ 6,136,053	68%
Fee revenues	115,290	48,517	-	\$ 163,807	44%
Public grants and program funding	813,964	176,347	-	\$ 990,311	48%
Private grants and donations	124,486	43,371	-	\$ 167,857	30%
Income from investments	43,472	487	-	\$ 43,959	293%
Other income	352,825	47,069	-	\$ 399,894	79%
Released from restrictions				-	
Total revenues and support	6,545,355	1,356,526	-	\$ 7,901,881	61%
EXPENSES					
Salaries	\$ 4,216,098	\$ 1,126,015	\$ 487,507	\$ 5,829,620	79%
Benefits	1,144,988	151,098	167,892	\$ 1,463,978	66%
Disposal	9,511	3,044	-	\$ 12,555	55%
Dues	23,089	6,523	5,455	\$ 35,067	29%
Food service	140,155	47,346	-	\$ 187,501	41%
Insurance	150,364	18,660	-	\$ 169,024	73%
Materials	155,610	30,760	12,347	\$ 198,717	47%
Purchased services	630,978	152,984	42,757	\$ 826,719	86%
Rentals	18,126	-	268	\$ 18,394	72%
Repairs and maintenance	153,996	76,763	-	\$ 230,759	103%
Travel	39,069	1,301	227	\$ 40,597	91%
Utilities	116,108	27,785	-	\$ 143,893	58%
Depreciation	48,826	66,683	-	\$ 115,509	66%
Other expenses	9,337	179	2,275	\$ 11,791	52%
Debt Service	1,956	66,552	-	\$ 68,508	52%
Student Transportation	57,130	92,170	-	\$ 149,300	75%
Total expenses	6,915,341	1,867,863	718,728	9,501,932	74%
CHANGE IN NET ASSETS	\$ (369,986)	\$ (511,337)	\$ (718,728)	\$ (1,600,051)	
NET ASSETS - Beginning of period				4,614,075	
NET ASSETS - End of period				\$ 3,014,024	

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FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON
FOR THE MONTH ENDED February 29, 2020

	AUDUBON UPTOWN	AUDUBON GENTILLY	AUDUBON CENTRAL OFFICE	Total	Budeted	Variance
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>			
REVENUES AND SUPPORT						
MFP revenues	\$ 635,808	\$ 134,753	-	\$ 770,561	\$ 747,759	22,802
Fee revenues	19,160	13,685	-	32,845	\$ 37,230	(4,385)
Public grants and program funding	188,523	34,605	-	223,128	\$ 205,778	17,350
Private grants and donations	10,401	4,300	-	14,701	\$ 56,900	(42,199)
Income from investments	11,305	86	-	11,391	\$ 1,250	10,141
Other income	38,568	10,201	-	48,769	\$ 50,937	(2,168)
Released from restrictions					\$ -	-
Total revenues and support	<u>903,765</u>	<u>197,630</u>	<u>-</u>	<u>1,101,395</u>	<u>1,099,854</u>	<u>1,541</u>
EXPENSES						
Salaries	\$ 590,157	\$ 189,787	\$ 57,417	\$ 837,361	\$ 613,994	223,367
Benefits	153,727	21,357	20,078	195,162	\$ 183,800	11,362
Disposal	-	-	-	-	\$ 1,900	(1,900)
Dues	4,001	890	6	4,897	\$ 10,000	(5,103)
Food service	23,867	8,569	-	32,436	\$ 40,197	(7,761)
Insurance	6,998	2,333	-	9,331	\$ 18,647	(9,316)
Materials	16,820	2,953	5,160	24,933	\$ 35,151	(10,218)
Purchased services	86,750	20,701	512	107,963	\$ 97,932	10,031
Rentals	2,732	-	-	2,732	\$ 765	1,967
Repairs and maintenance	7,090	14,510	-	21,600	\$ 18,600	3,000
Travel	2,666	-	-	2,666	\$ 3,708	(1,042)
Utilities	11,207	3,569	-	14,776	\$ 20,708	(5,932)
Depreciation	6,103	8,335	-	14,438	\$ 14,583	(145)
Other expenses	357	-	-	357	\$ 1,875	(1,518)
Debt Service	-	10,039	-	10,039	\$ 11,000	(961)
Student Transportation	22,735	16,310		39,045	\$ 19,800	19,245
Total expenses	<u>935,210</u>	<u>299,353</u>	<u>83,173</u>	<u>1,317,736</u>	<u>1,092,660</u>	<u>225,076</u>
CHANGE IN NET ASSETS				\$ (216,341)	\$ 7,194	\$ (223,535)
NET ASSETS - Beginning of month				<u>3,230,365</u>		
NET ASSETS - End of month				<u>\$ 3,014,024</u>		

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FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF CASH FLOWS
FOR THE MONTH ENDED February 29, 2020

Cash Flows from Operating Activities

Changes in Net Assets	\$ (1,600,051)
Adjustments to Reconcile Change in Net Assets to	
Net Cash Provided by Operating Activities	
Net Realized and Unrealized Loss on Investments	(29,957)
Depreciation	115,509
(Increase) Decrease in Assets	-
Accounts Receivable	251,459
Interest Receivable	4,913
Prepaid Expenses	(25,960)
Increase (Decrease) in Liabilities	-
Accounts Payable	(12,513)
Accrued liabilities	213,672
Deferred Revenue	(18,350)
 Total Adjustments	 <u>498,774</u>
 Net Cash Provided by Operating Activities	 <u>\$ (1,101,277)</u>

Cash Flows from Investing Activities

Sale of Investments	(32,304)
Purchases of Fixed Assets	<u>(367,803)</u>
 Net Cash Used in Investing Activities	 <u>\$ (400,107)</u>

Cash Flows from Financing Activities

Long term note payable	<u>1,902,899</u>
 Net Cash Provided by Financing Activities	 <u>\$ 1,902,899</u>

Net Increase in Cash	\$ 401,515
Cash, Beginning of Year	\$ 300,138
Cash, End of Year	<u>\$ 701,653</u>

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
MANAGEMENT DISCUSSION AND ANALYSIS
February 29, 2020**

1. MFP REVENUES

The total 2% administrative fee, charged by the OPSB for its supervisory role in being the school's granting authority, retained by OPSB for fiscal year 2019-20, is \$133050.75 through February 29, 2020 and is recorded within Purchased Services on the Statement of Activities and Change in Fund Balance.

2. PUBLIC GRANTS & PROGRAM FUNDING

	<u>Month</u>	<u>Year to Date</u>	<u>Annual Budget</u>	<u>% ACHIEVED</u>
NCLB - Title I	\$ 73,898	257,578		
Title II - Improving Teacher Quality		-		
IDEA-B	40,171	141,811		
LA 4	20,152	105,798		
EEF	37,500	37,500		
CODOFIL Stipends		63,250		
2018-19 F.A.T. Salary	33,250	232,750		
New School for Nola		-		
Federal Lunch Program	18,157	151,625		
Literacy Grant		-		
Total Public Grants and Program Funding	<u>\$ 223,128</u>	<u>\$ 990,312</u>	<u>\$ 2,057,780</u>	<u>48%</u>

3. PRIVATE GRANTS AND DONATIONS

	<u>Month</u>	<u>Year to Date</u>	<u>Annual Budget</u>	<u>% ACHIEVED</u>
Chinese - Donation In-Kind (Salaries)	12,900	90,300		
LASIP Program		-		
Give Nola		8,482		
Sunship		-		
Schwab Grant		-		
Keller Family		-		
Rosemary Foundation		-		
Annual Giving and Other Donations	601	24,599		
Cool Zoo		15,751		
City Park		-		
Kellogg Grant		-		
PTO Mini Grant		-		
Walton Grant		-		
Pro Bono Publico Foundation Grant		15,000		
ECMO		-		
FAME BOARD		-		
GNOF		-		
Fais Do-Do		385		
Misc Donations	1,200	13,340		
Total Private Grants and Donations	<u>\$ 14,701</u>	<u>\$ 167,857</u>	<u>\$ 569,000</u>	<u>30%</u>

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
MANAGEMENT DISCUSSION AND ANALYSIS
February 29, 2020**

4. OTHER INCOME	Month	Year to Date	Annual Budget	% ACHIEVED
Charter Care and Arts Reach	\$ 22,919	\$ 240,656		
Other Student Activity	7,921	63,047		
Consumable Fees	12,628	50,174		
EarthKeepers		-		
Summer Camp		5,156		
Food Service Revenues	255	15,750		
Other Miscellaneous	5,047	25,112		
Total Other Income	<u>\$ 48,769</u>	<u>\$ 399,895</u>	<u>\$ 509,368</u>	<u>79%</u>
5. INVESTMENTS	Balance at 2/29/2020			
CDARS Account:				
Principal				
Accrued Interest				
Subtotal	<u>-</u>			
Merrill Lynch Account:				
Cash/Money account	25,054			
Government and Agency Securities	507,293			
Corporate Bonds	229,768			
Blackrock Mutual Fund	217,685			
Accrued Interest	3,539			
Subtotal	<u>983,338</u>			
Total Investments	<u>\$ 983,338</u>			

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FRENCH AND MONTESSORI EDUCATION INCORPORATED

Financial Statements

For the Month Ended March 31, 2020

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF FINANCIAL POSITION
FOR THE MONTH ENDED February 29, 2020**

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 465,388
Accounts receivable	648,822
Investments	983,339
Prepaid expenses and other current assets	<u>48,030</u>

Total current assets 2,145,579

PROPERTY AND EQUIPMENT, net 3,823,653

TOTAL ASSETS \$ 5,969,232

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 206,902
Accrued salaries and benefits payable	1,014,876
Deferred revenues	<u>55,956</u>

Total current liabilities 1,277,734

LONG TERM LIABILITIES

Note Payable	<u>1,902,899</u>
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Total long term liabilities 1,902,899

NET ASSETS

Unrestricted net assets	<u>2,788,599</u>
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TOTAL LIABILITIES AND NET ASSETS \$ 5,969,232

**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON
FOR THE NINE MONTHS ENDED MARCH 31, 2020**

	AUDUBON UPTOWN Actual	AUDUBON GENTILLY Actual	AUDUBON CENTRAL OFFICE Actual	TOTAL	% ACHIEVED OF ANNUAL
REVENUES AND SUPPORT					
MFP revenues	\$ 5,731,126	\$ 1,173,818	\$ -	\$ 6,904,944	77%
Fee revenues	134,506	62,814	-	\$ 197,320	53%
Public grants and program funding	905,834	178,097	-	\$ 1,083,931	53%
Private grants and donations	154,702	48,171	-	\$ 202,873	36%
Income from investments	43,606	518	-	\$ 44,124	294%
Other income	383,354	49,880	-	\$ 433,234	85%
Released from restrictions				-	
Total revenues and support	<u>7,353,128</u>	<u>1,513,298</u>	<u>-</u>	\$ <u>8,866,426</u>	69%
EXPENSES					
Salaries	\$ 4,735,728	\$ 1,276,808	\$ 540,600	\$ 6,553,136	89%
Benefits	1,318,650	174,417	184,726	\$ 1,677,793	76%
Disposal	10,962	3,374	-	\$ 14,336	63%
Dues	25,609	7,094	14,352	\$ 47,055	39%
Food service	159,522	55,138	-	\$ 214,660	47%
Insurance	157,362	20,993	-	\$ 178,355	78%
Materials	158,927	31,702	12,542	\$ 203,171	48%
Purchased services	744,037	164,608	45,376	\$ 954,021	100%
Rentals	20,135	-	268	\$ 20,403	80%
Repairs and maintenance	157,624	80,515	-	\$ 238,139	107%
Travel	41,805	1,301	227	\$ 43,333	97%
Utilities	124,281	30,455	-	\$ 154,736	62%
Depreciation	54,929	75,018	-	\$ 129,947	74%
Other expenses	9,426	268	2,275	\$ 11,969	53%
Debt Service	1,956	86,485	-	\$ 88,441	67%
Student Transportation	70,240	92,170	-	\$ 162,410	82%
Total expenses	<u>7,791,193</u>	<u>2,100,346</u>	<u>800,366</u>	<u>10,691,905</u>	83%
CHANGE IN NET ASSETS	\$ (438,065)	\$ (587,048)	\$ (800,366)	\$ (1,825,479)	
NET ASSETS - Beginning of period				<u>4,614,075</u>	
NET ASSETS - End of period				<u>\$ 2,788,596</u>	

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON
FOR THE MONTH ENDED March 31, 2020**

	AUDUBON UPTOWN Actual	AUDUBON GENTILLY Actual	AUDUBON CENTRAL OFFICE Actual	Total	Budeted	Variance
REVENUES AND SUPPORT						
MFP revenues	\$ 635,808	\$ 133,083	-	\$ 768,891	\$ 747,759	21,132
Fee revenues	19,216	14,298	-	33,514	\$ 37,230	(3,716)
Public grants and program funding	91,870	1,750	-	93,620	\$ 205,778	(112,158)
Private grants and donations	30,216	4,800	-	35,016	\$ 56,900	(21,884)
Income from investments	134	31	-	165	\$ 1,250	(1,085)
Other income	30,530	2,811	-	33,341	\$ 50,937	(17,596)
Released from restrictions					\$ -	-
Total revenues and support	<u>807,774</u>	<u>156,773</u>	<u>-</u>	<u>964,547</u>	1,099,854	(135,307)
EXPENSES						
Salaries	\$ 519,630	\$ 150,794	\$ 53,093	\$ 723,517	\$ 613,994	109,523
Benefits	173,662	23,319	16,834	213,815	\$ 183,800	30,015
Disposal	1,451	330	-	1,781	\$ 1,900	(119)
Dues	2,520	571	8,897	11,988	\$ 10,000	1,988
Food service	19,367	7,793	-	27,160	\$ 40,197	(13,037)
Insurance	6,998	2,333	-	9,331	\$ 18,647	(9,316)
Materials	3,316	942	195	4,453	\$ 35,151	(30,698)
Purchased services	113,058	11,624	2,619	127,301	\$ 97,932	29,369
Rentals	2,009	-	-	2,009	\$ 765	1,244
Repairs and maintenance	3,628	3,752	-	7,380	\$ 18,600	(11,220)
Travel	2,735	-	-	2,735	\$ 3,708	(973)
Utilities	8,173	2,670	-	10,843	\$ 20,708	(9,865)
Depreciation	6,103	8,335	-	14,438	\$ 14,583	(145)
Other expenses	89	89	-	178	\$ 1,875	(1,697)
Debt Service	-	19,933	-	19,933	\$ 11,000	8,933
Student Transportation	2,625	10,485		13,110	\$ 19,800	(6,690)
Total expenses	<u>865,364</u>	<u>242,970</u>	<u>81,638</u>	<u>1,189,972</u>	1,092,660	97,312
CHANGE IN NET ASSETS				\$ (225,425)	\$ 7,194	\$ (232,619)
NET ASSETS - Beginning of month				<u>3,014,024</u>		
NET ASSETS - End of month				<u>\$ 2,788,599</u>		

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures required by accounting principles generally accepted in the United States of America have been omitted.

FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
STATEMENT OF CASH FLOWS
FOR THE MONTH ENDED March 31, 2020

Cash Flows from Operating Activities

Changes in Net Assets	\$ (1,825,476)
Adjustments to Reconcile Change in Net Assets to	
Net Cash Provided by Operating Activities	
Net Realized and Unrealized Loss on Investments	(29,957)
Depreciation	129,948
(Increase) Decrease in Assets	-
Accounts Receivable	251,459
Interest Receivable	4,913
Prepaid Expenses	(12,286)
Increase (Decrease) in Liabilities	-
Accounts Payable	(141,520)
Accrued liabilities	331,457
Deferred Revenue	(46,081)
Total Adjustments	<u>487,933</u>
Net Cash Provided by Operating Activities	<u>\$ (1,337,543)</u>

Cash Flows from Investing Activities

Sale of Investments	(32,304)
Purchases of Fixed Assets	<u>(367,803)</u>
Net Cash Used in Investing Activities	<u>\$ (400,107)</u>

Cash Flows from Financing Activities

Long term note payable	<u>1,902,899</u>
Net Cash Provided by Financing Activities	<u>\$ 1,902,899</u>

Net Increase in Cash	\$ 165,250
Cash, Beginning of Year	<u>\$ 300,138</u>
Cash, End of Year	<u><u>\$ 465,388</u></u>

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures required by accounting principles

**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
MANAGEMENT DISCUSSION AND ANALYSIS
March 31, 2020**

1. MFP REVENUES

The total 2% administrative fee, charged by the OPSB for its supervisory role in being the school's granting authority, retained by OPSB for fiscal year 2019-20, is \$148,146 through March 31, 2020 and is recorded within Purchased Services on the Statement of Activities and Change in Fund Balance.

2. PUBLIC GRANTS & PROGRAM FUNDING	Month	Year to Date	Annual Budget	% ACHIEVED
NCLB - Title I		257,578	\$ 325,258	
Title II - Improving Teacher Quality		-		
IDEA-B		141,811		
LA 4	38,930	144,728		
EEF		37,500		
CODOFIL Stipends		63,250		
2018-19 F.A.T. Salary	33,250	266,000		
New School for Nola		-		
Federal Lunch Program	21,440	173,065		
Literacy Grant		-		
Total Public Grants and Program Funding	<u>\$ 93,620</u>	<u>\$ 1,083,932</u>	<u>\$ 2,057,780</u>	<u>53%</u>

3. PRIVATE GRANTS AND DONATIONS	Month	Year to Date	Annual Budget	% ACHIEVED
Chinese - Donation In-Kind (Salaries)	12,900	103,200		
LASIP Program		-		
Give Nola		8,482		
Sunship		-		
Schwab Grant		-		
Keller Family		-		
Rosemary Foundation		-		
Annual Giving and Other Donations	1,814	26,413		
Cool Zoo		15,751		
City Park	302	302		
Kellogg Grant		-		
PTO Mini Grant		-		
Walton Grant		-		
Pro Bono Publico Foundation Grant		15,000		
CSGF	20,000	20,000		
FAME BOARD		-		
GNOF		-		
Fais Do-Do		385		
Misc Donations		13,340		
Total Private Grants and Donations	<u>\$ 35,016</u>	<u>\$ 202,873</u>	<u>\$ 569,000</u>	<u>36%</u>

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED
D/B/A AUDUBON CHARTER SCHOOL
MANAGEMENT DISCUSSION AND ANALYSIS
March 31, 2020**

4. OTHER INCOME	Month	Year to Date	Annual Budget	% ACHIEVED
Charter Care and Arts Reach	\$ 7,018	\$ 247,674		
Other Student Activity	5,195	68,242		
Consumable Fees	12,710	62,884		
EarthKeepers		-		
Summer Camp	7,768	12,924		
Food Service Revenues		15,750		
Other Miscellaneous	650	25,762		
Total Other Income	<u>\$ 33,340</u>	<u>\$ 433,236</u>	<u>\$ 509,368</u>	<u>85%</u>
5. INVESTMENTS	Balance at			
	3/31/2020			
CDARS Account:				
Principal				
Accrued Interest				
Subtotal	<u>-</u>			
Merrill Lynch Account:				
Cash/Money account	25,054			
Government and Agency Securities	507,293			
Corporate Bonds	229,768			
Blackrock Mutual Fund	217,685			
Accrued Interest	3,539			
Subtotal	<u>983,338</u>			
Total Investments	<u>\$ 983,338</u>			

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

Coversheet

Contract Approval

Section: III. Finance Committee

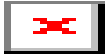
Item: B. Contract Approval

Purpose: Vote

Submitted by:

Related Material:

French and Montessori Education Inc (Audubon Schools) - Ultimate Software SaaS Agreement 03.26.20 USG RL (1).docx



The Ultimate Software Group, Inc. SaaS Agreement

This SaaS Agreement (the "Agreement"), effective as of the date shown in item # 2 below, is entered into by and between The Ultimate Software Group Inc. ("Ultimate Software"), a Delaware corporation with offices at 2000 Ultimate Way, Weston, FL 33326 and the organization specified as Customer in item # 1 below (the "Customer") each individually referred to as a "Party" and collectively referred to as the "Parties".

Ultimate Software is engaged in the business of providing software, support and Software as a Service ("SaaS") type services, and Customer wishes to use the UltiPro Software and SaaS Services as set forth in Exhibit A on a subscription basis.

In consideration of the covenants and agreements contained herein and, in the Exhibits, Customer and Ultimate Software hereby agree as follows:

1. Customer:

Organization Name:	Audubon Schools			
Headquarters Address:	4720 Painters Street			
City:	New Orleans	State:	LA	Zip: 70122
Phone:		Fax:		
Contact Person Name:		Email:		
Title:				
Legal Name:	French and Montessori Education Incorporated			
State of Incorporation:	LA			

2. Effective Date of Agreement: ~~March 26~~February 18, 2020

3. Exhibits: The following Exhibits which are referred to herein and annexed hereto are incorporated into and made part of this Agreement

- Exhibit A UltiPro Software and Services
- Exhibit B Pricing and Payment Terms
- Exhibit C Terms & Conditions
- Exhibit D US Payment Services
- Exhibit E UltiPro Launch Overview
- Exhibit F Service Level Agreement
- Exhibit G Data Security and Privacy

IN WITNESS WHEREOF, the Parties hereby confirm and agree that this Agreement is effective at the date set forth above and that all terms and conditions have been agreed to:

French and Montessori Education Incorporated

The Ultimate Software Group, Inc.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

UltiPro Software and Services

Subscription Offering (includes the following):

1. Use of the following UltiPro Software modules:

UltiPro Core

- Human resource and payroll administration, employee self-service, and manager self-service.
- Human resource record keeping only for Customer's non-United States/non-Canadian persons who are not compensated or paid using the UltiPro Software or services but are active in the UltiPro Software for purposes of tracking demographic information.
- Payment Services and Affordable Care Act ("ACA") Services pursuant to Exhibit D attached hereto.
- UltiPro Single Sign On ("SSO") Services.
- Career Development, United States (U.S.) Model My Pay, Document Acknowledgment Tool, UltiPro Import Tool, and Benefits Enrollment – benefits administration, open enrollment, and life events.

UltiPro Talent Acquisition (UltiPro Recruiting and UltiPro Onboarding)

UltiPro Time

UltiPro Portal Users – Unlimited users

Business Intelligence ("BI") Reporting Tools:

BI Administrators: Two (2) named users designated as UltiPro Report Administrators with rights to create and manage BI content.

BI Authors: BI Authors—Eight (8) named users designated as UltiPro Authors with rights to create BI content.

BI Consumers: Fifty (50) named users designated as UltiPro Consumers with rights to access the business intelligence portal, and view and execute BI content. This role does not allow the user to create BI content.

BI Recipients: All Compensated Employees are eligible to view saved or static report content and alerts generated from UltiPro BI that are made available outside of the business intelligence portal, or distributed through email.

Customer acknowledges that the Business Intelligence Reporting Tools are intended for use with the UltiPro Software modules only and in accordance with the terms and conditions of this Agreement.

2. UltiPro Product Support Services – as more fully set forth in Exhibit C

3. SaaS Services – as more fully set forth in Exhibit C

Exhibit B

Pricing and Payment Terms

1. Subscription Fees - (includes UltiPro Software, UltiPro Product Support Services, and SaaS Services)

Functionality / Employee Type	Monthly Subscription Fee	Subscription Fee Commencement Date
Compensated Employees	\$19.80 per Compensated Employee per month	Commencement Date (as defined in Exhibit C)
HR Only Employees	\$4.00 per HR Only Employee per month	Commencement Date
Terminated Web Employees	\$1.00 per Terminated Web Employee per month	Commencement Date

The Subscription Offering is granted to the Customer for use by the Customer for two hundred and fifteen (215) Compensated Employees. The Subscription Fee above is quoted on a Per Employee Per Month (herein referred to as "PEPM") basis. The computed PEPM monthly subscription amount (number of Compensated Employees, HR Only Employees, and Terminated Web Employees multiplied by the Subscription Fee) may increase or decrease if the number of Compensated Employees, HR Only Employees, or Terminated Web Employees increases or decreases but in no event shall the monthly Subscription Fee be calculated on less than one hundred and fifty (150) Compensated Employee per month.

Ultimate Software may utilize a script, program, sequence of instructions or functional equivalent to determine an accurate number of Compensated Employees, HR Only Employees, and Terminated Web Employees (all as defined in Exhibit C). The results of, and information obtained from, the electronic analysis shall be subject to the Confidential Information section outlined in the Terms and Conditions to this Agreement.

Customer acknowledges that it shall use the Software for payroll processing and human resource recordkeeping activities.

Commencing on the Effective Date of this Agreement and continuing for a period of twelve (12) months from the Commencement Date, Ultimate Software agrees not to increase the Subscription Fee. Any increase thereafter shall not exceed seven percent (7%) per annum.

2. UltiPro Launch Fees – \$10,000.00 Fixed Fee (not to include travel and expenses)

UltiPro Launch shall be provided to Customer for only the services as set forth in the Ultimate Software UltiPro Launch Overview attached hereto as Exhibit E.

UltiPro Launch services outside of the scope of Exhibit E shall be provided for a fee that shall be quoted to Customer. Said services will not be provided without a work order executed by both parties.

In addition, Customer shall be invoiced an additional UltiPro Launch fee at the rate of \$130.00 per Compensated Employee for each Compensated Employee and if applicable \$10.00 per HR Only Employee for each HR Only Employee in existence as of the First Live Date that exceeds 110% of the number of Compensated Employees or HR Only Employees as set forth in section 1. of this Exhibit for which the Subscription Offering is granted. For clarification purposes, this additional UltiPro Launch fee if applicable shall only be charged to Customer as of the First Live Date and Customer shall not be charged for any additional UltiPro Launch fees subsequent to that date.

3. W-2 Printing

See Exhibit D

4. Training Services – Included at no charge for the term of the Agreement.

Web-based instructor led training and eLearning courseware is available for unlimited use at no charge.

5. Travel and Expenses

Customer will pay Ultimate Software's out-of-pocket expenses incurred as a result of Ultimate Software's performance of services in accordance with the Ultimate Software standard travel and expense policy. Ultimate Software agrees to use reasonable efforts to limit travel and lodging expenses by using coach air fare, booking in advance when available, staying at hotels identified by the Customer offering corporate rates, and sharing rental cars where practical.

6. HR360 (included as part of UltiPro Core, as set forth in Exhibit A, at no additional charge)

Customer shall be provided with access to an online human resource and benefits library containing human resource content and tools for two (2) users (currently powered by HR360). Additional HR360 user access may be purchased for a one-time fee \$100.00 per user. Warranties, if any, for the third party services shall be provided directly by the third party provider to

Customer and Customer acknowledges that neither the services nor any matters relating to the services are the responsibility of Ultimate Software.

7. **Payment Terms**

A. **Subscription Fee**

The Subscription Fees are due monthly in arrears based upon the actual number of employees, subject to the minimums as set forth in this Agreement and invoiced on or about five (5) days following the end of each month commencing on the Commencement Date.

Customer agrees that Ultimate Software shall direct debit its designated bank account for the applicable invoice amount on or about the twenty first (21) day of Customer's receipt of invoice. Customer shall provide Ultimate Software with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Agreement.

B. **UltiPro Launch Fees - \$10,000.00**

The amount of \$2,500.00 is due on the Effective Date of this Agreement. Thereafter, the balance of \$7,500.00 is due in three (3) equal quarterly payments of \$2,500.00 each and due on the first day of each quarter commencing on June 1, 2020.

C. Customer agrees to pay Ultimate Software as set forth below for all Subscription Fees, UltiPro Launch fees, consulting services fees or other services plus applicable federal, state and local taxes. All undisputed invoices and expense reimbursements are due within thirty (30) days of Customer's receipt of invoice. All invoices and expense reimbursements not paid within thirty (30) days after the date such amounts are due and payable shall bear interest at a rate of one and one half percent (1.5%) per month.

Payment may be sent via ACH:

Wells Fargo Bank, N.A.
350 East Las Olas Blvd.
Suite 1800
Ft. Lauderdale, FL 33301
ABA#121000248 Account#2000029434105
Beneficiary Name: The Ultimate Software Group, Inc.

Payment may be mailed to:

The Ultimate Software Group
PO BOX 930953
Atlanta, GA 31193-0953

Exhibit C

Terms & Conditions

1. Definitions

Commencement Date - The earlier of the First Live Date or four (4) months from the Effective Date of this Agreement.

Compensated Employees - Persons receiving a check, advice of deposit or otherwise compensated by the Customer using the UltiPro Software.

Customer Data – all non-public materials, data and information provided by Customer to Ultimate Software, including without limitation, the Customer data and Customer's Confidential Information, and all intellectual property rights thereto.

Effective Date - The date as denoted on Page 1, Section 2 of the SaaS Agreement.

First Live Date - The first date when payroll processing commences for a Compensated Employee to receive a check, advice of deposit or other compensation from the UltiPro Software or the UltiPro Software is used for human resource recordkeeping for an HR Only Employee.

HR Only Employees - Persons that do not have a terminated status in the UltiPro Software and are not Compensated Employees.

Initial Term - The term from the Effective Date of this Agreement and continuing for a period of thirty-six (36) months from the Commencement Date.

SaaS Services - Consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the SaaS Site.

SaaS Site - Location for the necessary software and hardware to provide the SaaS Services.

Subscription Offering - The UltiPro Software, support and SaaS Services on a subscription basis.

Terminated Web Employees - Persons with a status of terminated who have access to the UltiPro portal at any time during a month.

UltiPro Software - The UltiPro Software modules and functionality as set forth in Exhibit A.

U.S. Payment Services - As set forth in Exhibit D.

2. Term and Termination

This Agreement shall commence on the Effective Date as set forth above and shall continue in effect from that date for the duration of the Initial Term. Customer may not terminate the Agreement during this Initial Term except as set forth below. This Agreement shall automatically renew for successive renewal terms of one (1) year each. The Customer may terminate this Agreement after the Initial Term by serving written notice of its intention at least ninety (90) days prior to the date of next such renewal period. In the event of termination, Ultimate Software shall be entitled to compensation for any amounts due to it including, but not limited to, compensation for hours worked as well as outstanding expenses. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice upon any breach hereof by the other party, provided the party in breach shall not have cured such breach during such thirty (30) day period. Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Ultimate Software.

Within five (5) business days of termination of this Agreement, Ultimate Software shall provide to Customer a copy of Customer's data in the format(s) for data store technology in use at the time of termination via secured file transfer protocol "SFTP" server or similar method at a cost of \$500.00 to be billed as incurred.

3. Proprietary Protection and Restrictions

Ultimate Software has and shall have sole and exclusive ownership of all rights, title, and interest in the UltiPro Software and SaaS Services and all modifications and enhancements thereof (including ownership of all trade secrets copyrights, and intellectual property rights pertaining thereto). Customer is only permitted to use the UltiPro Software or any services provided by Ultimate Software for its own employees and is not permitted to provide service bureau, data processing, time sharing services or to otherwise provide payroll or human resource record keeping for third parties.

To the extent that any third party software is provided herein, Customer agrees that it shall only use such software in conjunction with the UltiPro Software and SaaS Services. Customer acknowledges that it is prohibited from engaging in, causing, assisting or permitting, the reverse engineering, disassembly, translation, adaption or recompilation of the UltiPro Software, SaaS Services, and any third party software and that it shall not attempt to obtain or create the source code from the object code of the UltiPro Software, SaaS Services, and third party software provided to it pursuant to the Agreement, unless explicitly permitted by applicable and mandatory law.

Customer acknowledges that it will not use the UltiPro Software and SaaS Services or any third party software for any illegal purpose or activity.

Ultimate Software hereby represents and warrants to Customer that the services provided will not violate the patent, copyright, or other proprietary rights of any third party, and that Ultimate Software will defend, indemnify and hold harmless Customer from any claim of copyright, patent or similar infringement provided Customer notifies Ultimate Software in writing immediately upon notice of such claim and cooperates fully in the defense of such claim. Ultimate Software shall have full and exclusive control of any such defense and settlement of the claim.

4. Ownership and Use of Ultimate Software Intellectual Property

During the term of this Agreement, as a result of Ultimate Software's efforts under this Agreement, Ultimate Software may generate ideas, inventions, suggestions, copyrightable materials or other information ("Ultimate Software Intellectual Property"). Ultimate Software shall have title to such Ultimate Software Intellectual Property. To the extent such Ultimate Software Intellectual Property is incorporated into work product to be produced by Ultimate Software and delivered to Customer under this Agreement, Ultimate Software grants and Customer hereby accepts a royalty-free, non-exclusive license to use all such Ultimate Software Intellectual Property as incorporated into the Ultimate Software work product.

5. Customer Data

Customer shall retain ownership of the entire right, title and interest in and to Customer Data. No ownership rights in such materials, data and information are transferred to Ultimate Software.

6. Protection of Customer Data

Ultimate Software shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as more fully set forth in Exhibit G entitled Data Security and Privacy.

7. UltiPro Product Support Services

Ultimate Software shall maintain a national customer support center ("NCSC") capable of receiving telephone, fax, modem or Internet transmission reports of software irregularities. Customer may report UltiPro Software or operator problems and seek assistance in the use of the UltiPro Software. Ultimate Software will maintain a product-trained and knowledgeable staff capable of rendering the services set forth in this Agreement. Ultimate Software will use all reasonable diligence to correct verifiable and reproducible errors when reported to the NCSC.

Product Support Services entitles Customer to ongoing customer phone, email, fax and modem support as needed with Customer's account manager available between normal business hours (8:30 am to 5:30 pm Customer's -time zone - Monday through Friday) and includes periodic enhancements and modifications to the UltiPro Software furnished by Ultimate Software, as well as federal, state and local tax updates.

After hour customer support, including weekends, is available at no additional charge.

Performance of UltiPro Product Support Services or other services is contingent upon all undisputed payments, due to Ultimate Software pursuant to this Agreement or any other agreement between the Parties, being paid in a timely manner.

8. Sale, Assignment, and Delay

Customer's rights may not be transferred, leased or assigned except in its entirety to (1) a successor in interest of Customer's entire business which assumes the obligations of this Agreement (provided the successor is, after the transfer or assignment, similar in size and nature to Customer) or (2) any other party who is reasonably acceptable to Ultimate Software, who enters into a substitute version of this Agreement.

Ultimate Software shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity.

9. Confidential Information

Except as otherwise permitted under this Agreement, Ultimate Software and Customer will not knowingly disclose to any third party, or make use of any Confidential Information during the term of this Agreement and in perpetuity. For purposes of this Agreement, "Confidential Information" will mean non-public information of a Party to this Agreement. In addition to the foregoing, the Parties agree to not, at any time, during or at any time after the term of this Agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters relating to each other's business, including, but not limited to, names of employees, Customer companies, its manner of operation, the nature, or descriptions of, its plans, processes or data of any other kind. Without regard to whether any or all of the foregoing matters would be confidential, the Parties hereto stipulate that as between them, the same are important, material and confidential. This Agreement shall not be deemed to prevent the disclosures of information after having received prior consent from the other Party. This Agreement does not apply to information in the public domain at the time of disclosure, or which is or becomes publicly available without breach of the Agreement, or which is known to the Parties receiving it at the time of disclosure, or which is received from a third party who has not breached any Agreement with the Party claiming confidentiality, or which is disclosed by the Party claiming confidentiality to third parties on a non-restricted basis. Notwithstanding anything to the contrary in the Agreement, although Ultimate Software remains responsible for the confidentiality obligations as set forth in the Agreement and for the acts of any service provider Ultimate Software retains in this regard, Ultimate Software reserves the right to have Confidential Information and/or Customer Data accessed by our service providers and/or employees, some of whom may be outside the United States or Canada for the sole purpose of performing or upgrading services for the Customer.

10. STANDARD OF CARE, LIMITED WARRANTY

ULTIMATE SOFTWARE WARRANTS THAT THE SAAS SERVICES RENDERED WILL CAUSE THE ULTIPTRO SOFTWARE MODULES TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE ULTIPTRO SOFTWARE ON LINE DOCUMENTATION. ULTIMATE SOFTWARE WILL MAKE ALL NECESSARY CORRECTIONS TO FULFILL THE FOREGOING WARRANTY WITHOUT ADDITIONAL COST TO THE CUSTOMER. THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF ANY PROVISION OF THIS AGREEMENT OR FOR ANY WARRANTY SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE FOR THE TWELVE MONTH PERIOD PRIOR TO THE ALLEGED BREACH. REFERENCE TO BREACH OF THIS AGREEMENT SHALL INCLUDE ANY SUPPLEMENT, ADDITIONS OR AMENDMENTS TO THIS AGREEMENT. IN NO EVENT SHALL ULTIMATE SOFTWARE BE LIABLE FOR ANY LOST REVENUES OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER. THIS DAMAGE EXCLUSION IS INDEPENDENT OF ANY REMEDIES PROVIDED FOR HEREIN. ULTIMATE SOFTWARE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ULTIMATE SOFTWARE DISCLAIMS ALL WARRANTIES AND RESPONSIBILITY FOR THIRD PARTY SOFTWARE WHICH SHALL BE THE SOLE OBLIGATION OF THE PROVIDER OF THE THIRD PARTY SOFTWARE.

THE ULTIPTRO LAUNCH OR CONSULTING SERVICES PROVIDED HEREUNDER BY ULTIMATE SOFTWARE WILL BE PERFORMED IN A MANNER CONSISTENT WITH THE STANDARDS AND THE GENERAL CUSTOMS AND PRACTICES OF THE INDUSTRY. CUSTOMER MUST REPORT ANY DEFICIENCIES IN THE ULTIPTRO LAUNCH OR CONSULTING SERVICES WITHIN THIRTY (30) DAYS OF THE LATER OF THE COMPLETION OF THE ULTIPTRO LAUNCH OR CONSULTING SERVICES OR THE DATE THAT SUCH DEFICIENCIES WERE REASONABLY DISCOVERABLE BY CUSTOMER, IN NO EVENT, HOWEVER EXCEEDING SIXTY (60) DAYS FROM THE DATE OF COMPLETION OF SUCH ULTIPTRO LAUNCH OR CONSULTING SERVICES.

11. Entire Agreement

This Agreement represents the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the Parties about its subject matter. Any Customer order or similar document which may be issued with this Agreement does not modify this Agreement, and in case of conflict, this Agreement shall control. No modification of this Agreement will be effective unless it is in writing, is signed by each Party.

In the event that any of the terms of this Agreement is, or becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Agreement but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Agreement by telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Publicity

Both Parties agree that Ultimate Software shall be entitled to refer to the existence of this Agreement, and the fact that Customer is a customer of Ultimate Software.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws of the state of ~~Mississippi~~ Florida and ~~jurisdiction and venue for any action regarding this Agreement or for breach of it shall be in Broward County, Florida~~. The prevailing Party in any such action shall be entitled to recover its reasonable attorney's fees and cost from the non-prevailing Party.

14. Insurance

During the term of this Agreement, Ultimate Software shall maintain insurance coverage rated A "Excellent" by A.M. Best for the following risks in the following minimum amounts:

- Comprehensive General Liability Insurance: \$2 million aggregate; \$1 million per occurrence, including \$1 million personal injury.
- Business Auto: \$1 million combined single limit bodily injury and property damage liability.
- Umbrella: \$10 million aggregate, \$10 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): \$10 million aggregate, \$10 million per occurrence

Upon the written request of Customer, Ultimate Software shall name the Customer as an additional insured under such policies (except for Workers Compensation and Errors and Omissions), and shall provide Customer with a certificate evidencing the above insurance coverage.

15. Notices

Notices will be effective when received in writing at the following addresses:

The Ultimate Software Group, Inc.
2000 Ultimate Way
Weston, FL 33326
Attn: General Counsel
Fax (954) 656-1006

French and Montessori Education Incorporated
4720 Painters St.
New Orleans, LA 70122
Attn:
Email:

16. Status of Ultimate Software as Independent Contractor

Ultimate Software shall devote such time and effort to the performance of the services it deems necessary to satisfactorily complete the services. Ultimate Software shall be an independent contractor in the performance of this Agreement and shall not be deemed an employee or agent of Customer for any purpose whatsoever.

Neither party shall have power to act as an agent of the other or bind the other in any respect.

17. Workplace

If Ultimate Software is requested by Customer to provide services on Customer's premises, Customer agrees to provide Ultimate Software personnel a safe workplace whose standards are consistent with that of its own employees. Customer also agrees to provide reasonable access to its key personnel necessary for Ultimate Software to perform the services. Ultimate Software personnel will observe all safety and other applicable rules in effect at such workplace, provided that reasonable notice of the rules has been supplied to Ultimate Software and such personnel.

In order to allow Ultimate Software to perform its obligations, Customer will be responsible for ensuring that its facilities are accessible and supported during normal business hours, Customer's Equipment is operational for the purposes of meeting the obligations contained within this Agreement, and Ultimate Software personnel is provided with Customer workstations that have access to such Equipment, Log-on ID's, disk space, printer access, phones and sufficient work space while performing UltiPro Launch or Consulting services. For purposes of this Agreement, equipment ("Equipment") shall mean any computer hardware or third party software necessary to properly run the UltiPro Software.

18. SaaS Services

Ultimate Software will provide the SaaS Services at Ultimate Software's SaaS Site. Ultimate Software reserves the right to change the location of the SaaS Site if it deems necessary. At the SaaS Site will be the hardware and software necessary to run and support the UltiPro Software from a remote location(s).

Customer acknowledges that the SaaS Services as described in this Exhibit may change from time to time as is required by changes to normal business conditions. It is further understood by Customer that any changes to the SaaS Services will be applicable to all Ultimate Software's Customers that are utilizing SaaS Services. Ultimate Software will make best efforts to publish such changes to the SaaS Services within a reasonable time frame to the UltiPro portal. In any event, Ultimate Software shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the Effective Date of this Agreement.

A. Ultimate Software Responsibilities

- Provide sufficient computer infrastructure, equipment, software, network bandwidth and security within the environment to allow the Customer access to the UltiPro SaaS Services.
- Maintain, monitor and administer Ultimate Software's federated services infrastructure and, upon request, configure customer instances in the federation environment for UltiPro Single Sign-on Services.
- Provide connectivity for the system administration users.
- Provide Customer with UltiPro release upgrade schedule for the UltiPro Software.
- Assign roles and password protection to all system administration users identified by Customer as requiring system administration rights.
- Execute nightly maintenance procedures.
- Maintain business continuity environment and process, which are tested annually
- Execute scheduled cumulative backup procedures (and restore as necessary)
- Maintain application recovery procedures (with a recovery point objective of 4 hours)
- Maintain cumulative backups pursuant to the following schedule:

Backup Schedule

Frequency	Data	Retention Period
Intra-Day Backup	Database Backup	48 Hours
Nightly Backup	Database Backup File Server Directories	2 Weeks 1 Week
Weekly Backup (Sunday)	Database Backup File Server Directories	8 Weeks 5 Weeks
Monthly Backup	Database Backup File Server Directories	3 Months

Quarterly Backup	Database Backup File Server Directories	12 Weeks
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- Monitor SaaS environment 24 X 7 X 365
- Conduct capacity planning, track application and network utilization, forecast growth and the impact on network and infrastructure and size accordingly
- Perform system maintenance and upgrades for UltiPro Software and all third party software required to deploy the SaaS Services.
- Perform SaaS infrastructure and network infrastructure maintenance on the following schedule for the production SaaS Site:

NOTE: Customer may experience intermittent connectivity during these periods or may be restricted from access during these periods.

- Perform system daily maintenance from 3:00 a.m. to 5:00 a.m. EST not to exceed a maximum of five (5) hours per month. No advanced notice provided.
- Perform emergency maintenance, as required, when necessary. Where possible, Ultimate will use best efforts to provide advanced notification via newswire.

Ultimate Software will provide Customer advanced notification of the following maintenance via the UltiPro support portal.

- Perform release upgrade window as required three (3) times per year on either Saturday or Sunday from 2:00 a.m. to 8:00 a.m. EST.
- Perform extended system maintenance as required once per year on either Saturday or Sunday from 12:01 a.m. to 12:00 p.m. EST.

B. Customer Responsibilities

- Identify the key contacts responsible for coordinating all activities related to the activation and ongoing operation of the SaaS Services.
- Provide the necessary infrastructure and/or software capabilities, network security and Directory structure to establish and maintain a SAML 2.0 based single sign-on solution between Customer and Ultimate Software for UltiPro Single Sign-on Services.
- Provide Ultimate Software with a list of Customer system administration users that require access to the SaaS environment.
- Maintain Customer workstations, running a supported browser.
- Maintain Customer printer environment.
 - Note: MICR check printing requires HP compatible printers
- Maintain Internet connectivity to access SaaS Site.
- Customer shall notify Ultimate Software of events that permit changes to contractual terms, such as significant Compensated Employee growth, by providing Ultimate Software with thirty (30) days advanced written notice of its intention to use the UltiPro Software for the additional Compensated Employees so that Ultimate Software can ensure proper configuration of the SaaS environment.
- Manage, monitor and maintain confidentiality, user security and privacy settings within the UltiPro Software for Customer's users, including, but not limited to, user identifications, password setup/change, account lockout frequency, enabling multifactor authentication, and enabling internet protocol filtering.
- Customer will be responsible to provide for the specified connectivity between the Customer's location(s) to the internet. Customer agrees that Ultimate Software will have no liability for and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines from the Customer's location(s) to the internet.

Exhibit D

U.S. Payment Services

1. Definitions

“DDA” means Direct Deposit Advices.

“EFTPS” means U.S. Treasury Department’s Electronic Federal Tax Payment System

“Garnishment Liabilities” means that portion of Payroll Liabilities relating to wage garnishments, including federal and state tax levies, bankruptcy orders, student loan, child support and spousal support withholding orders.

“NACHA” means National Automated Clearing House Association. NACHA administers the rules for processing Automated Clearing House (ACH) transactions through the ACH network.

“Payroll Liabilities” means the Payroll Tax Liabilities and Garnishment Liabilities related to a designated payroll check date that Customer owes but has not yet paid.

“Payroll Tax Liabilities” means that portion of Payroll Liabilities relating to payroll taxes, including, all applicable federal, state and local taxes, Social Security and Medicare.

“Voluntary Deductions” means that portion of Payroll Liabilities that a Customer payee has voluntarily agreed to have withheld from their compensation and paid to another party (such as a creditor or other third party, including but not limited to 401(k) plans, insurance plans and dues).

2. Data Remittance

Customer will complete and close payroll before 12:00pm (Customer’s local time), no less than two (2) business days prior to the applicable check date(s). Customer acknowledges that the data and all information from the completed payroll from UltiPro Software will be the basis for the U.S. Payment Services as provided for herein. Customer acknowledges and agrees that Ultimate Software shall access and review Customer’s masterfile(s) datastore in order to export data to provide the U.S. Payment Services herein.

Ultimate Software will not be liable for any invalidity or inaccuracy caused by Customer or its Customer’s data unless Customer so notifies Ultimate Software within one (1) business day of Customer’s completion of payroll for the applicable check date or within ten (10) days of quarterly records being made available to Customer by Ultimate Software.

3. Cash Management

Reporting for Cash Collection

One (1) business day prior to the applicable check date, Ultimate Software shall make available U.S. Payment Service reports to Customer which is applicable to any given payroll closed within the defined parameters as set forth herein, in order to allow Customer to generate reports based upon such data at the open of normal business hours.

Funds collection

One (1) business day prior to the designated payroll check date(s), Ultimate Software will debit Customer’s designated bank account(s) for the Payroll Liabilities. Payroll Tax Liabilities not requiring “next day” payment and Garnishment Liabilities will be collected by ACH debit. Payroll Tax Liabilities requiring a “next day” payment will be collected by reverse wire. Funds must be received by Ultimate Software by noon (12:00pm) Eastern Standard Time.

Ultimate Software will collect Customer funds to cover other Customer liabilities covered by this U.S. Payment Services (to include but not limited to any additional tax payments, penalties and/or interest resulting from tax notices or amendments or quarter-end variances).

Customer agrees to maintain authorization for Ultimate Software to ACH and reverse wire Customer’s designated bank account(s) and to maintain good and sufficient collected funds in the Customer’s designated bank account(s) to cover all funding transactions to be made under this U.S. Payment Services Exhibit.

Prior to Customer using the U.S. Payment Services in a production environment or when Customer is changing their designated bank account(s), Customer agrees to establish and successfully test authorization with its bank to allow Ultimate Software to ACH and reverse wire in accordance with the terms of this U.S. Payment Services Exhibit.

Banking Transactions

Delivery of U.S. Payment Services is subject to the laws and regulations of the banking industry including but not limited to the operating rules of the NACHA.

Customer grants Ultimate Software the authority to issue payments on behalf of Customer.

Customer agrees to (i) comply with the NACHA rules applicable to it with respect to U.S. Payment Services; and agrees that Ultimate Software has the right require Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate U.S. laws. International transactions are not allowed under the U.S. Payment Services.

Investment of Funds

Ultimate Software has the obligation to pay Customer's Payroll Liabilities (to the extent that Customer has made available the required funds in accordance with the terms of this U.S. Payment Services Exhibit). The Customer funds held by Ultimate Software will be segregated from other funds of Ultimate Software, but may be commingled with funds of other customers. Ultimate Software will be entitled to receive all net income generated on any funds held pursuant hereto.

Record of Collections and Disbursements

Upon Ultimate Software making available to Customer any and all records of any disbursements prepared by Ultimate Software pursuant to this U.S. Payment Services Exhibit, Customer will examine all records for validity and accuracy according to Customer's records. Customer will promptly notify Ultimate Software of any inaccuracies or inconsistencies.

The specific record retention schedules established by governmental entities applicable to Customer are the responsibility of Customer and are not the responsibility of Ultimate Software or the services being provided under the Agreement. Ultimate Software has no responsibility or liability for maintaining or retaining said records for Customer.

4. Document Execution

Customer agrees to promptly execute any and all documents reasonably presented by Ultimate Software in order to effectuate carrying out the U.S. Payment Services.

Customer agrees that it will promptly respond to any and all reasonable requests made by Ultimate Software for the purpose of Ultimate Software's performance of the U.S. Payment Services. Ultimate Software may amend or update the terms of this U.S. Payment Services Exhibit only as reasonably determined by Ultimate Software or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking transactions, provided same does not adversely impact Customer's normal business operations and in such an event, then Customer shall have the option to reject this change, in good faith, within thirty (30) days of receipt of notice of such change by providing written notice to Ultimate Software.

Customer agrees to promptly and accurately perform its responsibilities as set forth in this U.S. Payment Services Exhibit and acknowledges that failure to do so may result in additional fees or costs to Customer in the event that Ultimate Software is required to expedite processes and or perform additional work on behalf of Customer in order to meet regulatory requirements. Any such additional charges will be performed at a rate of \$190 per hour which shall be billed as incurred. Ultimate Software shall provide Customer with ten (10) days advanced written notice of its intent to charge such additional fees and/or costs, and Customer shall have the opportunity to cure same during such ten (10) day period.

5. Data Retention

Customer agrees that Ultimate Software will retain Customer's wage and tax data as applicable subsequent to the date of termination of this Agreement for the purposes of responding to tax notices, preparation of amended payroll tax returns or similar matters applicable to the Payment Services term provided by Ultimate Software for a term not to exceed four (4) years from the date of termination.

Any sections of this Agreement which expressly survive termination of this Agreement, or which, by their nature, should reasonably survive termination of this Agreement, shall survive.

6. Services**A. General**

Ultimate Software is not obligated to commence providing the U.S. Payment Services until Ultimate Software has received all information and funding necessary to disburse all applicable Payroll Liabilities.

Ultimate Software is not responsible for any pre-existing errors or similar matters arising prior to commencement of the U.S. Payment Services by Ultimate Software or for any errors that may occur in the event the Customer fails to provide Ultimate Software with all necessary, complete, and accurate information.

B. Tax Filing Services

- i. Prepare, deposit and file Customer's Payroll Tax Liabilities for those federal, state, and local jurisdictions listed by Customer on the company profile report (provided with the standard company set up package) and any updates provided to Ultimate Software by the Customer.
- ii. Prepare a quarterly tax statement for each Federal Employer Identification Number (FEIN). This statement will include a summary of tax liabilities reported throughout the quarter, account reconciliation.
- iii. Answer tax agency correspondence for tax deposits and returns filed by Ultimate Software.
- iv. File amended returns including W-2Cs as required for returns processed under this U.S. Payment Services Exhibit by Ultimate Software.
- v. Provide W2 agency filings.

C. Tax Information Acknowledgment:

As required by the Internal Revenue Service, the following information must be disclosed to taxpayers that utilize a third party to perform tax filing services on its behalf:

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its employees, notwithstanding, that Customer has authorized Ultimate Software to file the returns and make the payments on its behalf.

The Internal Revenue Service recommends enrollment in the EFTPS to monitor your account and ensure that timely tax payments are being made. Enrollment in the EFTPS may be done online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

D. Garnishment Disbursement Services

Prepare and deposit Customer's Garnishment Liabilities for those federal, state, and local payment processing units and any individual third party(ies) to which an employee of Customer owes a debt and has agreed or is compelled by requisite governmental authority to resolve via garnishment of employee's wages. Ultimate Software will make available a report of garnishment activity to Customer summarizing funds collection and disbursement transactions completed for the designated payroll check date(s).

Ultimate Software is not responsible for providing additional administrative services, including, but not limited to, agency research, account reconciliation, garnishment data input and adjustments. Customer is solely responsible for the setup of the garnishment requirements in the UltiPro Software in accordance with the UltiPro Online Documentation and Ultimate Software is not responsible for same.

Customer will not set up Voluntary Deductions for payment through Ultimate Software's Garnishment Disbursement Services.

E. Print Services

Check Printing

Ultimate Software will print checks, and if the option pursuant to this Agreement is selected, direct deposit advices ("DDA") for Customer (subject to a fee) based on the information from each completed payroll as set forth in the Data Remittance section above. The printing and distribution of any DDA will be performed for an additional fee of \$0.50 per DDA printed.

Year End Tax Forms

Ultimate Software will be responsible for printing W-2, 1099, T4 or Relevé 1 forms for Customer as applicable. Ultimate Software will supply the form and Customer will be responsible for shipping costs.

Print Shipping - Ultimate Software shall be responsible for delivering printed documents (i.e. checks, DDAs, W2s, etc. to either commercial overnight carrier selected by Ultimate Software or United States Postal Service First Class mail direct to the Customer payee's address) as specified by Customer. Checks will be shipped for delivery on payroll check date. Customer will be responsible for shipping costs.

Print Handling/Split Package - No charge for first five (5) splits, \$4.00 per split thereafter per print request.

Expedited Processing Fee – only if applicable and requested by Customer.

Provided Customer completes and closes payroll in accordance with Section 2 (Data Remittance), then for an additional \$250.00 fee, and upon written request by Customer, Ultimate Software will expedite printing of Customer's checks/direct deposit advice slips ("DDA") for delivery to Customer one (1) business day prior to the payroll check date(s).

F. ACA Toolkit and Distribution Services

ACA Toolkit - Included for all customers at no additional cost:

- Eligibility 'lookback' calculations based upon payrolls processed with the UltiPro Software.
- Enrollment based on eligibility
- Post exchange notices to employee document area
- Obtain and track employee consent to view 1095-C forms electronically
- Generate completed 1094-C and 1095-C forms
- Import template for 1095-C data (if not available in UltiPro)
- Generate required 1095-Cs for those who are not active employees (i.e., COBRA, retirees)
- Download 1095-C via employee self service
- Generate electronic file in IRS approved format
- Self Service printing and distribution of 1095-C forms
- Self Service electronic filing to the IRS
- Comprehensive reporting and access to data about eligibility, penalty exposure, and offer of coverage

ACA Data Remittance

Customer will provide the required ACA data needed for 1094-C and 1095-C forms to Ultimate Software pursuant to the ACA standard guidelines. Customer acknowledges that the ACA data and all ACA information contained in and generated from the UltiPro Software will be the basis for the services as provided for herein.

ACA Distribution Services

- Ultimate Software printing 1095-C forms and mailing them to Customers' employees will follow the same description of services as the Year End Tax Forms section above. Customer is responsible for the cost of shipping and handling.
- Electronic filing of 1094-C and 1095-C forms to the IRS on Customer's behalf

Assumptions:

- Data included in the healthcare measurement periods for the eligibility "lookback" calculations will begin with the first payroll processed using the UltiPro Software. Data converted from legacy systems is not available for eligibility "lookback" purposes.
- Prior to performing the ACA Distribution Services, Customer must provide Ultimate Software all required ACA data related to 1094-C and 1095-C forms and such data must be entered into and validated within the UltiPro Software.
- Ultimate Software will not be liable for any invalidity or inaccuracy caused by Customer unless Customer so notified Ultimate Software within three (3) business day of Ultimate Software making available to Customer any and all ACA regulatory forms and filings Customer will examine them for their validity and accuracy according to Customer's records. Customer will immediately notify Ultimate Software of any inaccuracies.
- Customer is responsible for all shipping charges, whether billed by Ultimate Software as a pass through expense or direct billed to Customer via its own carrier. Customer shall have the option to use their own Federal Express or United Parcel Services account number.

G. Termination

In addition to, and not in limitation of Ultimate Software's other rights hereunder, in the event that (1) Customer fails to timely execute and deliver documents required to be executed and delivered by Customer pursuant to this Exhibit; or (2) Customer fails to maintain authorization for funds collection and further fails to timely make available to Ultimate Software sufficient funds required to be made available by Customer pursuant to this Exhibit; or (3) Customer has set up Voluntary Deductions to pay through the Garnishment Disbursement Services (as set forth in Section D herein); or (4) Customer fails to comply with the NACHA rules applicable to it with respect to U.S. Payment Services; or (5) Upon Customer's reasonable rejection of an amendment or update to the U.S. Payment Services Exhibit due to an adverse impact to Customer; or (6) Ultimate Software becomes aware that Customer and/or its employee(s) are designated as an entity or person for which funds cannot be processed due to banking or regulatory restrictions, then in upon the occurrence of any of the foregoing, Ultimate Software may elect to terminate performance of the U.S. Payment Services (or any portion thereof) upon written notice to Customer. Ultimate Software in its discretion may provide Customer with an opportunity to cure any such failure within ten (10) days of Customer's receipt of written notice.

Exhibit E

UltiPro Launch Overview

Ultimate Software's UltiPro Launch methodology ("UltiPro Launch") provides proven and repeatable processes that enable project teams to measure progress and results and offers a solid knowledge transfer from Ultimate Software to the Customer. It is supported with standard tools, templates and proven training paths that deliver a successful launch of the UltiPro Software. Ultimate Software partners with the Customer throughout the UltiPro Launch process performing tasks such as a business requirements analysis through discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.

With UltiPro Launch, Ultimate Software uses its proven methodology to provide training and services to deploy the UltiPro Software. UltiPro Launch will be delivered as described in this document.

1. Introduction to UltiPro Launch

Deployment Strategy

The deployment of a human capital management software solution is a collaborative endeavor that must be guided by strategic objectives. Ultimate Software's UltiPro Launch and deployment strategy is designed to reduce overall project complexity.

Ultimate Software will work with Customer to determine the most logical and efficient deployment plan of the UltiPro Software based upon Customer's current environment, products purchased, Customer's available resources and other driving factors. This best practice approach will be tailored to Customer's business objectives. In all deployments, UltiPro Core HR/Payroll will be deployed first and the project team members from Ultimate Software and Customer shall determine the deployment sequence for other areas of the UltiPro Software where applicable.

Deployment Lifecycle

The deployment lifecycle provides a road map that generally describes how the project will progress from the start to finish. The project team follows this roadmap to transition Customer's existing HCM functions from Customer's legacy provider to the UltiPro Software. Ultimate Software's deployment methodology includes the following phases:

Plan: Preliminary preparation involves four basic elements: Ultimate Software's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and software access.

Discover: This phase is designed to profile Customer's configuration through review of existing reports, analyze requirements to develop a solution design, and configure the solution.

Build: This phase is designed to configure Customer's UltiPro solution and migrate employee data into UltiPro from legacy system. This is inclusive of all UltiPro solutions intended to be deployed on your first live date. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.

Test: This phase is designed to test the migrated employee data and provide comprehensive testing for all components that will be deployed on First Live Date.

Deploy: This phase is designed to finalize configuration and data in order to execute a First Live Date.

2. Roles and Responsibilities in the Deployment Life Cycle

A successful UltiPro Launch assumes Customer participation throughout the deployment life cycle as referenced in the *Roles and Responsibilities* sections of this document. Ultimate Software and Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities. If there is a check under Ultimate Software and Customer columns, this means the task is a shared responsibility with Ultimate Software having primary responsibility to lead the task to completion.

Plan	Ultimate Software	Customer
Manage the respective team's project resources, budget, and deliverables to ensure they are being met per the project timeline.	✓	✓
Provide access to the UltiPro Modules as contracted in the Agreement		
Create weekly status reports and facilitate weekly status calls. Report out status to stakeholders.	✓	✓
Facilitate the kick-off meeting.		
Resolve project issues.	✓	✓
Attend and participate in the kick-off meeting and discovery meetings.		
Provide Customer communications and general project-related management activities.	✓	
Assist in defining necessary Customer resources and a training plan as part of the project plan.	✓	
Perform roll-out activities (change management) for managers and employees.		✓
Key project resources attend recommended training courses.		✓

Discover	Ultimate Software	Customer
Gather all available policy and procedure documentation as well as completion of the data collection tool.		√
Describe the expected solution, business processes and business rules for all employee groups.		√
Facilitate rapid review, feedback, and signoff on all project documentation to meet project deadlines.		√
Lead discovery sessions to gather business requirements	√	
Participate in discovery sessions to provide business requirements		√
Define project assumptions, risks and system configuration requirements based on completed discovery and recommend configurations.	√	√

Build	Ultimate Software	Customer
Complete a company setup containing all of the business rules and complete unit testing to validate configuration.	√	
Perform unit and functional testing	√	√
Share data mapping process and field specifications with Customer.	√	
Provide data translations and field mapping defaults for all required fields		√
Provide source data for production processing in the Ultimate Software approved conversion table formats.		√
Convert Customer Data from Ultimate Software's conversion table format	√	
Review and approve converted data according to the agreed upon schedule.		√
Create interfaces as defined in the <i>UltiPro Launch Guidelines/Assumptions</i> section of this document.	√	
Supply technical support required for system integration and data conversion.	√	√

Test	Ultimate Software	Customer
Customer project team members to attend recommended training courses.		√
Perform system testing.	√	√
Perform interface testing	√	√

Deploy	Ultimate Software	Customer
Assure that adequate end-user training has been completed before the start of production operations.		√
Provide production support and post-live support for transition to Ultimate Software's Customer Support team.	√	
Perform project wrap-up activities, including, closing open issues.	√	√

3. Project Management Processes

Defining the scope is the process of reviewing all contract documents and confirming deliverables the project team will complete. The scope is defined during the discovery of Customer's business requirements in the planning phase.

Planning for resources is the process of assembling the project team. It is imperative that the proper resources with the right skills are available for specific tasks when needed. The resource plan is a combination of the roles and responsibilities detailed in the kick off presentation and the project schedule.

Developing the project schedule is the process of creating a list of tasks and placing them in sequence with due dates. The project schedule also includes identifying critical tasks and milestones so the project team knows where to focus their efforts and can track their progress. The project schedule is documented in the online *Project Console*.

Creating and maintaining an action log is the process of creating and maintaining a list of open action items that have been identified but not resolved (an "Action Log"). An Action Log is maintained during the project.

Facilitating status meetings is the process of scheduling and executing recurring team meetings to review the project schedule, Action Log, and project risks. The purpose of the meeting is to present an overall status to the team. This process does not include working sessions to address open items. Working sessions to resolve items will be scheduled outside of the status meetings.

Managing change is the process of identifying, approving, and authorizing new scope to the existing project once the product deployment schedule has been agreed to and documented.

Closing the project is the process of confirming that all project deliverables have been delivered and accepted by an authorized team member.

4. Training and Knowledge Transfer

Effective training and knowledge transfer are the keys to high user adoption rates. Not having Customer's team effectively trained can quickly erode any benefits received from the UltiPro Software. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of the solution and Customer's business processes.

Ultimate Software's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in UltiPro Launch. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Ultimate Software aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training.

5. Project Team Composition

Resource allocation and commitment are key drivers for a successful UltiPro Launch. The project team is assembled using team members from Customer and Ultimate Software or an Ultimate Software Certified Partner (Ultimate Software trained and approved channel of consulting services resources). Ultimate Software uses employee resources and may use Certified Partners to assist in the performance of UltiPro Launch or consulting services under this Agreement. Customer hereby authorizes access by Ultimate Software and Certified Partners to the Customer information necessary to perform such services. This may include access to Customer's Confidential Information. All Certified Partners are subject to the confidentiality and security provisions of this Agreement and Ultimate Software will be responsible for the actions of its Certified Partners. Prior to the end of the project, an ongoing support team will also be introduced.

The Ultimate Software project team is comprised of experienced industry experts specializing in specific areas of UltiPro Launch. The team roles and key responsibilities are listed below:

UltiPro Team Resource	Key Responsibilities
Delivery Manager	<ul style="list-style-type: none"> Ultimate Software Project Sponsor Gains commitment for all project resources
Project Manager	<ul style="list-style-type: none"> Primary Point of Contact Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks Develops and manages project schedule Mitigates project risks Communicates overall project status and provides project reporting Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution
System Consultant – UltiPro Core HR/Payroll	<ul style="list-style-type: none"> Primary Ultimate Software resource and functional expert Customer's day-to-day point of contact for all UltiPro Core HR/Payroll related service requests Completes Core HR/Payroll software configuration life cycle per the UltiPro Launch methodology

Time Consultant	<ul style="list-style-type: none"> • (if purchasing) Primary point of contact for all time application-related service requests • Completes time software configuration life cycle per Launch methodology
Talent/Compensation Consultant	<ul style="list-style-type: none"> • (if purchasing) Primary point of contact for all talent and compensation application-related service requests • Completes talent, learning, perception and compensation software configuration life cycle per UltiPro Launch methodology
Employee File Management/ Employee Case Management Consultant	<ul style="list-style-type: none"> • (if purchasing) Primary point of contact for all ECM/EFM related services • Complete the ECM/EFM configuration life cycle per UltiPro Launch methodology.
Technical Consultant	<ul style="list-style-type: none"> • Responsible for successful migration of all active employee indicative data into UltiPro from current system of record.
Integration Analyst	<ul style="list-style-type: none"> • Responsible for integration file creation and delivery • Works together with 3rd Party vendors to determine requirements for file automation; initiates and manages the setup of data exchange services

Customer Team Resources	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> • Customer Project Sponsor • Gains commitment for all project resources • Provides executive-level support to the project team. • Ensures that the needs of the project team are well represented and met by the steering committee.
Project Manager/Lead	<ul style="list-style-type: none"> • Primary Point of Contact • Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicates overall project status and provides project reporting to Customer Steering Committee if applicable • Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution • Channels the team's activities toward application configuration and executing the project.
HR Subject Matter Expert	<ul style="list-style-type: none"> • Customer's primary HR representative and designated decision maker in the area of HR.
Benefits Subject Matter Expert	<ul style="list-style-type: none"> • Customer's primary benefit representative and designated decision maker in the area of benefits.
Payroll Subject Matter Expert	<ul style="list-style-type: none"> • Customer's primary payroll representative and designated decision maker in the area of payroll.
Time Subject Matter Expert	<ul style="list-style-type: none"> • (if purchasing) Customer's primary time representative and designated decision maker in the area of time tracking.
Talent Acquisition/ Subject Matter Expert	<ul style="list-style-type: none"> • (if purchasing) Customer's primary talent acquisition representative and designated decision maker in the area of talent acquisition.
Talent Management, Learning and Compensation Subject Matter Expert	<ul style="list-style-type: none"> • (if purchasing) Customer's primary talent management, learning and compensation representative and designated decision maker in the area of talent and compensation.

Employee File Management/ Employee Case Management Consultant	<ul style="list-style-type: none"> (if purchasing) Customer's primary resource and designated decision maker in the area of file and case management.
System Admin/Owner	<ul style="list-style-type: none"> Customer's primary resource for system configuration, system knowledge, and application security.
Technical Resource	<ul style="list-style-type: none"> Customer's primary resource for technical issues related to data conversion, integrations and security.

6. UltiPro Launch includes:

- Business requirements analysis through discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.
- Configuration of the UltiPro Software modules purchased under the Agreement.
- Customer training— as described in the Agreement – to allow knowledge transfer and maximize the value of the UltiPro Software.
- Interface development – Configuration and scheduling of interfaces as listed in the UltiPro Launch Guidelines/Assumptions section of this document.
- Data conversion – Conversion of the Customer's data as described in the UltiPro Launch Guidelines/Assumptions section of this document.

7. UltiPro Launch Guidelines/Assumptions

- The typical UltiPro Launch period is 4 months. All UltiPro Launch services end when the agreed upon scope of services is completed or expire 6 months after the Effective Date of the Agreement, whichever comes first. If additional services are required, they will be contracted separately.
- Customer will complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates.
- Data Conversion:
 - Customer will provide source data suitable for production processing in Ultimate Software approved conversion table formats. The data converted must map to existing UltiPro tables.
 - UltiPro HR/Payroll Data - Ultimate Software will successfully convert the employee masterfile and the payroll opening balances
- Customer Specific Interface Files: Customer specific interface files for General Ledger data export are included at no charge.
- The following consulting services are not included in the UltiPro Launch Fee and are available, upon Customer's request, during the UltiPro Launch process for the fees listed below:
 - Data conversion pricing for the following services:

Data Type to Convert	Price
Employee Status History – for each 7 year period	\$5,000.00
Job History – for each 7 year period	\$5,000.00
Review History – for each 7 year period	\$5,000.00
Recruiting— candidate personal data; attachments — resume, cover letters, and requisitions – for each 7 year period	\$5,000.00

- The creation of ad-hoc reports by Ultimate Software is \$2,000.00 via Cognos BI.
- During the UltiPro Launch phase, creation of additional customer specific interface files not otherwise included above will be \$2,000.00 per interface file format.
- In the event Customer requires additional consulting services, including data conversion, reports, and/or customer specific interface files after the First Live Date, upon Customer's request those services will be performed at the then current rate or scoped on a project basis and will be billed as incurred.
- Upon Customer's written request, the UltiPro Customer Success Overview Program is available to Customer at no cost commencing on the First Live Date and for twelve (12) months thereafter for up to forty (40) hours of Customer Success Services, as set forth below. For the avoidance of doubt, these Customer Success Services do not include general consulting services/billable consulting services, which are provided separately upon Customer's request and billed as incurred.

Customer Success Services:

- Onboarding best practices
- Payment Services overview

- Business Intelligence consulting
- Training review
- Quarter End and Year End overview and best practices
- Payroll overview
- Workflow and Security consulting
- Platform Configuration consulting
- Web Services review
- Mobile and Gadgets review
- Spring and Fall Release Top Items
- Open Enrollment review
- If purchasing UltiPro Employee File Management and/or UltiPro Employee Case Management, unless otherwise specified in the Agreement, functional configuration includes:
 - UltiPro Employee File Management: employee folder configuration, role matrix, two (2) document templates for advanced document generation.
 - UltiPro Employee Case Management: five (5) categories, fifteen (15) forms and associated workflows, and five (5) process templates containing ten (10) tasks each.
- All project tasks are completed through our virtual (offsite) deployment model. All UltiPro Launch and deployment resources are available virtually. Additionally, Customer's team is not required to travel to Ultimate Software for any part of the UltiPro Launch process. Unless otherwise agreed to in an authorized work order, Ultimate Software's team members will not travel to Customer's locations to complete the UltiPro Launch services. If onsite work is preferred or required, please discuss this exception with the Ultimate Software Regional Manager. Ultimate Software has consulting service solutions that are not included with the infrastructure and UltiPro Launch fee, but can be purchased as a value added service.

Exhibit F

Service Level Agreement

A. Service Level for Production SaaS Services:

Ultimate Software's service level objective for the production SaaS environment, including, but not limited to, access to the UltiPro Software and SaaS Services, is to make these services available a minimum of ninety nine and three quarters (99.75%) percent of the time as measured over any one month, not to include activities as denoted in "Ultimate Software Responsibilities - Perform SaaS infrastructure and network infrastructure maintenance" as set forth in Exhibit C.

B. Product Support Service Level - Customer Service Severity Code Summary

Severity Code	Description	Examples of Issues in This Category	Target Response Time
1	Emergency issue; all users have no access to the UltiPro production system.	All users have no access in the UltiPro production system to any solutions offered through the UltiPro portal.	Within thirty (30) minutes OR Immediate assistance via rapid response
2	High impact issue; users cannot perform key processes associated with a deadline or are unable to continue current operations.	Users are unable to perform critical tasks in the UltiPro portal including processing new hires, calculating payroll, viewing pay information, tasks that cannot be completed due to inability to view, download, or print critical information, or degraded speed or performance in production environment.	Within two (2) business hours OR Immediate assistance via rapid response
3	Moderate impact issue: users cannot perform key processes NOT associated with payroll deadlines. Users are able to continue current operations.	Users experience functionality issues including product gaps, data not displaying correctly, issues requiring general assistance on setup and/or configuration, answers to "how to" questions within any UltiPro solution not affecting a current deadline, or isolated instances of users being unable to perform basic tasks.	Within four (4) business hours
4	Low impact issue and/or general questions regarding product usage; reporting a behavior which is not an emergency.	General inquiries regarding new or existing product functionality and questions about how to accomplish a certain task or complete a process in UltiPro or an extended solution.	Within sixteen (16) business hours

Exhibit G

Data Security and Privacy

1. Data Governance

- a. In the course of providing the SaaS Services, Ultimate Software may collect, transfer, store and use Customer Data, as defined in the Agreement, provided to, collected by or made accessible to Ultimate Software. For these purposes, Customer Data may be transferred to or be accessible to (i) Ultimate Software personnel as is required to perform the SaaS Services in accordance with the Agreement and in accordance with applicable data privacy protection laws; and (ii) third parties (including, but not limited to, courts, law enforcement, or regulatory authorities), where required by law, provided Ultimate Software will provide reasonable notice to Customer prior to any such disclosure if legally permissible.
- b. Ultimate Software shall maintain internal company wide policies and procedures addressing the secure storage and handling of Customer Data which shall comply with generally accepted industry standards.
- c. Customer grants to Ultimate Software a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form for the purposes of Ultimate Software's providing or maintenance of, improvement to, and operation of the SaaS Services or for any new or different products or services. In addition, to the extent Customer purchases UltiPro Perception services, Customer grants to Ultimate Software the right to sub-license to third parties (currently, Mercer (US) Inc.) the Customer Data, which includes the employee survey responses in a de-identified form for the purposes of improvements to the questions sets and bench marking data.

2. Privacy and Compliance

Ultimate Software represents and warrants that with respect to the collection, storage, transfer, and use of Customer Data it shall comply with (i) all applicable governmental laws, rules, and regulations, including, but not limited to, the European Union General Data Protection Regulations, if applicable, (ii) its Privacy Policy (available at http://www.ultimatesoftware.com/Privacy_Policy), (iii) generally accepted industry standards, and (iv) shall only do so if and to the extent required to perform services pursuant to the Agreement.

3. Information Security Management Program

Ultimate Software shall maintain a documented, approved and implemented information security management program in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The information security management program will address the following areas: risk management, security policy, organization of information security, human resources security, asset management, access control, cryptography, physical and environmental security, operations security, communications security, system acquisition, development, and maintenance, supplier management, information security incident management, information security aspects of business continuity management, and compliance.

4. Data Protection

When working with Customer Data, Ultimate Software shall maintain the following:

- a. Designated security and privacy personnel and departments responsible for the development and implementation of the information security and privacy practices required by this Agreement and applicable law;
- b. Require background checks (including criminal) on its workforce;
- c. Implement reasonably appropriate security and privacy awareness training for all members of its workforce;
- d. Transfer and store Customer Data in an encrypted/secure manner;
- e. Shall not store Customer Data on unencrypted mobile devices or media, such as laptops, phones, USB drives, etc;
- f. Implement reasonably appropriate technical safeguards to protect Customer Data, such as firewalls, intrusions detection systems, logging and monitoring systems, access control systems and encryption;
- g. Restrict access to data, applications, systems, databases and networks to approved users with a business need/job responsibility.
- h. Reasonably timely de-provisioning, revocation or modification of user access to Ultimate Software's systems, information assets and Customer Data shall be implemented by Ultimate Software upon any change in status of employees, contractors, customers, business partners or third parties. Any change in status is intended to include termination of employment, contract or agreement, change of employment, transfer within the organization or change in SaaS Service delivery.
- i. Maintain procedures for data retention and storage, and backup/redundancy mechanisms. Ultimate Software will test the recovery of backups at planned intervals
- j. Implement reasonable physical safeguards to restrict physical access to Confidential Information, such as restricted access requiring authentication, and appropriate environmental controls. Physical security perimeters (which may include fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) shall be implemented to reasonably safeguard Customer Data and Ultimate Software's relevant information systems;

5. Audit Reports and Security Assessments

- a. Ultimate Software will have, at a minimum, an annual site audit of Ultimate Software's information technology general controls including, but not limited to, information security, confidentiality and availability controls, performed by an independent third-party audit firm based on the recognized audit standard SSAE 18 SOC 1 and SOC 2 report or equivalent. Ultimate Software will make available to Customer for review, its SSAE 18 SOC 1 and SOC 2 report or equivalent after the report's publication by the independent audit firm. Customer agrees to treat such audit reports as Confidential Information under this Agreement. Any control exceptions noted in the SSAE 18 SOC 1 or SOC 2 report or equivalent will be addressed in the report with management's corrective action. Ultimate Software maintains certification to ISO 27001 and ISO 27018 and will make the certificate of registration available to Customer upon request.

- b. Ultimate Software will have a network and application level penetration test conducted annually. This audit shall be performed by a recognized third-party audit firm engaged by Ultimate Software. Upon request, Customer shall be provided with a high level executive summary of such test.
- c. Customer may submit general security and privacy due diligence questionnaires for completion by Ultimate Software no more than annually. Questionnaires can be submitted directly to the Privacy, Risk & Compliance department at compliance@ultimatesoftware.com.

6. Disaster Recovery

- a. Ultimate Software shall have a defined and documented business continuity/disaster recovery plan for recovery services provided to the Customer.
- b. Such plan shall provide for reasonable physical protection against damage from deliberate attacks as well as natural causes and disasters.
- c. Security mechanisms and redundancies shall be implemented by Ultimate Software to reasonably protect equipment from utility service outages (e.g., power failures, network disruptions, etc.).
- d. Telecommunications equipment, cabling and relays transferring data or supporting SaaS Services shall be reasonably protected by Ultimate Software from interception or damage and designed with redundancies, alternative power source and alternative routing.
- e. Such plan shall provide for appropriate backup facilities and technology that will permit transition of the services (from the previous night's backup date), with a maximum recovery time of 24 hours from declaration of a disaster to be operational and accessible to Customer.
- f. Ultimate Software shall conduct a test of such plan each year. Customer may request the annual high level summary of the results of such test.

7. Data Breach

Ultimate Software will respond to, contain and remediate security incidents, using commercially reasonable efforts, on a 24/7 basis. Ultimate Software shall notify Customer of security incidents within twenty-four (24) hours of becoming aware of an actual incident involving Customer Data. An "incident" is a breach of confidentiality, data integrity or a security compromise of a network or server resulting in the unauthorized access, use, transfer or acquisition of Customer Data. Ultimate Software shall inform Customer about incident response activities in reasonable intervals until the incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.

Coversheet

SBA Payroll Protection Program Forgivable Loan

Section:	III. Finance Committee
Item:	C. SBA Payroll Protection Program Forgivable Loan
Purpose:	FYI
Submitted by:	
Related Material:	PPP--Fact-Sheet.pdf Scan 2020-4-16 13.33.59.pdf

PAYCHECK PROTECTION PROGRAM (PPP) INFORMATION SHEET:

BORROWERS

The Paycheck Protection Program (“PPP”) authorizes up to \$349 billion in forgivable loans to small businesses to pay their employees during the COVID-19 crisis. ***All loan terms will be the same for everyone.***

The loan amounts will be forgiven as long as:

- The loan proceeds are used to cover payroll costs, and most mortgage interest, rent, and utility costs over the 8 week period after the loan is made; and
- Employee and compensation levels are maintained.

Payroll costs are capped at \$100,000 on an annualized basis for each employee. Due to likely high subscription, it is anticipated that not more than 25% of the forgiven amount may be for non-payroll costs.

Loan payments will be deferred for 6 months.

When can I apply?

- Starting April 3, 2020, small businesses and sole proprietorships can apply for and receive loans to cover their payroll and other certain expenses through existing SBA lenders.
- Starting April 10, 2020, independent contractors and self-employed individuals can apply for and receive loans to cover their payroll and other certain expenses through existing SBA lenders.
- Other regulated lenders will be available to make these loans as soon as they are approved and enrolled in the program.

Where can I apply? You can apply through any existing SBA lender or through any federally insured depository institution, federally insured credit union, and Farm Credit System institution that is participating. Other regulated lenders will be available to make these loans once they are approved and enrolled in the program. You should consult with your local lender as to whether it is participating. Visit www.sba.gov for a list of SBA lenders.

Who can apply? All businesses – including nonprofits, veterans organizations, Tribal business concerns, sole proprietorships, self-employed individuals, and independent contractors – with 500 or fewer employees can apply. Businesses in certain industries can have more than 500 employees if they meet applicable SBA employee-based size standards for those industries (click [HERE](#) for additional detail).

For this program, the SBA’s affiliation standards are waived for small businesses (1) in the hotel and food services industries (click [HERE](#) for NAICS code 72 to confirm); or (2) that are franchises in the SBA’s Franchise Directory (click [HERE](#) to check); or (3) that receive financial assistance from small business investment companies licensed by the SBA. Additional guidance may be released as appropriate.

What do I need to apply? You will need to complete the Paycheck Protection Program loan application and submit the application with the required documentation to an approved lender that is available to process your application by June 30, 2020. Click [HERE](#) for the application.

What other documents will I need to include in my application? You will need to provide your lender with payroll documentation.

Do I need to first look for other funds before applying to this program? No. We are waiving the usual SBA requirement that you try to obtain some or all of the loan funds from other sources (i.e., we are waiving the Credit Elsewhere requirement).

How long will this program last? Although the program is open until June 30, 2020, we encourage you to apply as quickly as you can because there is a funding cap and lenders need time to process your loan.

How many loans can I take out under this program? Only one.

What can I use these loans for? You should use the proceeds from these loans on your:

- Payroll costs, including benefits;
- Interest on mortgage obligations, incurred before February 15, 2020;
- Rent, under lease agreements in force before February 15, 2020; and
- Utilities, for which service began before February 15, 2020.

What counts as payroll costs? Payroll costs include:

- Salary, wages, commissions, or tips (capped at \$100,000 on an annualized basis for each employee);
- Employee benefits including costs for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payments required for the provisions of group health care benefits including insurance premiums; and payment of any retirement benefit;
- State and local taxes assessed on compensation; and
- For a sole proprietor or independent contractor: wages, commissions, income, or net earnings from self-employment, capped at \$100,000 on an annualized basis for each employee.

Does the PPP cover paid sick leave?

Yes, the PPP covers payroll costs, which include employee benefits such as costs for parental, family, medical, or sick leave. However, it is worth noting that the CARES Act expressly excludes qualified sick and family leave wages for which a credit is allowed under sections 7001 and 7003 of the Families First Coronavirus Response Act (FFCRA) (Public Law 116–127). Learn more about the FFCRA’s Paid Sick Leave Refundable Credit [online](#).

How large can my loan be? Loans can be for up to two months of your average monthly payroll costs from the last year plus an additional 25% of that amount. That amount is subject to a \$10 million cap. If you are a seasonal or new business, you will use different applicable time

periods for your calculation. Payroll costs will be capped at \$100,000 annualized for each employee.

How much of my loan will be forgiven? You will owe money when your loan is due if you use the loan amount for anything other than payroll costs, mortgage interest, rent, and utilities payments over the 8 weeks after getting the loan. Due to likely high subscription, it is anticipated that not more than 25% of the forgiven amount may be for non-payroll costs.

You will also owe money if you do not maintain your staff and payroll.

- Number of Staff: Your loan forgiveness will be reduced if you decrease your full-time employee headcount.
- Level of Payroll: Your loan forgiveness will also be reduced if you decrease salaries and wages by more than 25% for any employee that made less than \$100,000 annualized in 2019.
- Re-Hiring: You have until June 30, 2020 to restore your full-time employment and salary levels for any changes made between February 15, 2020 and April 26, 2020.

How can I request loan forgiveness? You can submit a request to the lender that is servicing the loan. The request will include documents that verify the number of full-time equivalent employees and pay rates, as well as the payments on eligible mortgage, lease, and utility obligations. You must certify that the documents are true and that you used the forgiveness amount to keep employees and make eligible mortgage interest, rent, and utility payments. The lender must make a decision on the forgiveness within 60 days.

What is my interest rate? 1.00% fixed rate.

When do I need to start paying interest on my loan? All payments are deferred for 6 months; however, interest will continue to accrue over this period.

When is my loan due? In 2 years.

Can I pay my loan earlier than 2 years? Yes. There are no prepayment penalties or fees.

Do I need to pledge any collateral for these loans? No. No collateral is required.

Do I need to personally guarantee this loan? No. There is no personal guarantee requirement. ***However, if the proceeds are used for fraudulent purposes, the U.S. government will pursue criminal charges against you.***

What do I need to certify? As part of your application, you need to certify in good faith that:

- Current economic uncertainty makes the loan necessary to support your ongoing operations.
- The funds will be used to retain workers and maintain payroll or to make mortgage, lease, and utility payments.
- You have not and will not receive another loan under this program.
- You will provide to the lender documentation that verifies the number of full-time equivalent employees on payroll and the dollar amounts of payroll costs, covered

mortgage interest payments, covered rent payments, and covered utilities for the eight weeks after getting this loan.

- Loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities. Due to likely high subscription, it is anticipated that not more than 25% of the forgiven amount may be for non-payroll costs.
- All the information you provided in your application and in all supporting documents and forms is true and accurate. Knowingly making a false statement to get a loan under this program is punishable by law.
- You acknowledge that the lender will calculate the eligible loan amount using the tax documents you submitted. You affirm that the tax documents are identical to those you submitted to the IRS. And you also understand, acknowledge, and agree that the lender can share the tax information with the SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,070,500.00	04-16-2020	04-16-2022	00033101335411			Y17	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: FRENCH AND MONTESSORI EDUCATION
INCORPORATED
428 Broadway St
New Orleans, LA 70118-3514

Lender: HANCOCK WHITNEY BANK
GNO ST4 COMML BNKG
P. O. BOX 61260
NEW ORLEANS, LA 70161-9967

Disbursement Date: April 16, 2020
Interest Rate: 1.000

Repayment Schedule: Installment
Calculation Method: 365/360 Actuarial

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	11-16-2020	116,542.32	12,307.97	104,234.35	1,966,265.65
2	12-16-2020	116,542.32	1,638.55	114,903.77	1,851,361.88
2020 TOTALS:		233,084.64	13,946.52	219,138.12	
3	01-16-2021	116,542.32	1,594.23	114,948.09	1,736,413.79
4	02-16-2021	116,542.32	1,495.25	115,047.07	1,621,366.72
5	03-16-2021	116,542.32	1,261.06	115,281.26	1,506,085.46
6	04-16-2021	116,542.32	1,296.91	115,245.41	1,390,840.05
7	05-16-2021	116,542.32	1,159.03	115,383.29	1,275,456.76
8	06-16-2021	116,542.32	1,098.31	115,444.01	1,160,012.75
9	07-16-2021	116,542.32	966.68	115,575.64	1,044,437.11
10	08-16-2021	116,542.32	899.37	115,642.95	928,794.16
11	09-16-2021	116,542.32	799.80	115,742.52	813,051.64
12	10-16-2021	116,542.32	677.54	115,864.78	697,186.86
13	11-16-2021	116,542.32	600.36	115,941.96	581,244.90
14	12-16-2021	116,542.32	484.37	116,057.95	465,186.95
2021 TOTALS:		1,398,507.84	12,332.91	1,386,174.93	
15	01-16-2022	116,542.32	400.57	116,141.75	349,045.20
16	02-16-2022	116,542.32	300.57	116,241.75	232,803.45
17	03-16-2022	116,542.32	181.07	116,361.25	116,442.20
18	04-16-2022	116,542.47	100.27	116,442.20	0.00
2022 TOTALS:		466,169.43	982.48	465,186.95	
TOTALS:		2,097,761.91	27,261.91	2,070,500.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 19.4.0.030 Copr. Finstra USA Corporation 1997, 2020. All Rights Reserved. - LA C:\LaserPro\CFNLPL\AMORT.FC TR-311330 PR-410

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,070,500.00	04-16-2020	04-16-2022	00033101335411			Y17	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: FRENCH AND MONTESSORI EDUCATION
INCORPORATED
428 Broadway St
New Orleans, LA 70118-3514

Lender: HANCOCK WHITNEY BANK
GNO ST4 COMM BNKG
P. O. BOX 61260
NEW ORLEANS, LA 70161-9967

Principal Amount: \$2,070,500.00

Date of Note: April 16, 2020

PROMISE TO PAY. FRENCH AND MONTESSORI EDUCATION INCORPORATED ("Borrower") promises to pay to the order of HANCOCK WHITNEY BANK ("Lender"), in lawful money of the United States of America the sum of Two Million Seventy Thousand Five Hundred & 00/100 Dollars (U.S. \$2,070,500.00), together with simple interest assessed on the unpaid principal balance of this Note as outstanding from time to time, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000% per annum based on a year of 360 days, commencing on April 16, 2020, and continuing until this Note is paid in full.

PAYMENT. Borrower will pay this loan in 17 payments of \$116,542.32 each payment and an irregular last payment estimated at \$116,542.47. Borrower's first payment is due November 16, 2020, and all subsequent payments are due on the same day of each month after that. Borrower's final payment due on April 16, 2022, may be greater if Borrower does not make payments as scheduled. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

DEFERRAL PERIOD. Borrower will not be required to make loan payments for the first six months of the Note (the "Deferral Period"). During the Deferral Period the outstanding principal balance will accrue interest as stated herein.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Other than Borrower's obligation to pay any prepayment penalty, Borrower may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest through date of prepayment. If Borrower prepays this Note in full, or if Lender accelerates payment, Borrower understands that, unless otherwise required by law, any prepaid fees or charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Default Under Security Agreements. Should Borrower or any guarantor violate, or fail to comply fully with any of the terms and conditions of, or default under any security right, instrument, document, or agreement directly or indirectly securing repayment of this Note.

Other Defaults in Favor of Lender. Should Borrower or any guarantor of this Note default under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Borrower or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may affect any property or other collateral directly or indirectly securing repayment of this Note.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or any Guarantor of this Note occur or exist.

Death or Interdiction. Should any guarantor of this Note die or be interdicted.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law be brought by or against Borrower or any guarantor.

Assignment for Benefit of Creditors. Should Borrower or any guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Borrower's property, or the property of any guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Borrower or any guarantor are commenced.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Material Adverse Change. Should any material adverse change occur in the financial condition of Borrower or any guarantor of this Note or should any material discrepancy exist between the financial statements submitted by Borrower or any guarantor and the actual financial condition of Borrower or such guarantor.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note as provided above, Lender shall have the right, at Lender's sole option, to declare formally this Note to be in default and to accelerate the maturity and insist upon immediate payment in full of the unpaid principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided herein. Lender shall have the further right, again at Lender's sole option, to declare formal default and to accelerate the maturity and to insist upon immediate payment in full of each and every other loan, extension of credit, debt, liability and/or obligation of every nature and kind that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or otherwise, all without further notice or demand, unless Lender shall otherwise elect.

EXPENSES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect this Note, or if Borrower files for bankruptcy or other relief from creditors, Borrower agrees to pay Lender's permissible fees.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

ADDITIONAL INFORMATION REGARDING FINANCIAL STATEMENTS AND INFORMATION. With respect to any provision in this Agreement regarding financial statements and information, Borrower agrees to provide to the Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

**PROMISSORY NOTE
(Continued)**

Loan No: 00033101335411

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SBA LOAN. When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

ADDITIONAL DEFAULTS AND ACCELERATION. To the extent permitted by applicable law, in addition to the events of default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower.

PAYCHECK PROTECTION PROGRAM. Borrower acknowledges that funds are advanced under this Note subject to the provisions of the Paycheck Protection Program, as enacted as part of the Coronavirus Aid, Relief, and Economic Security Act (together with its implementing regulations and guidance and as amended from time to time, the "CARES Act"). The Paycheck Protection Program is administered by the U.S. Small Business Administration ("SBA").

If any provision of this Note is inconsistent with or prohibited by the terms of the Paycheck Protection Program as enacted by the CARES Act, then such provision shall be deemed null and void and stricken from this Note as if it had never existed and the remainder of the Note shall remain in full force and effect.

LOAN FORGIVENESS. Borrower shall be eligible to apply to Lender for loan forgiveness of the full amount or a portion of the principal amount of this Note, in accordance with the terms of the CARES Act, beginning no earlier than either eight (8) weeks after the date of this Note and ending sixty (60) days prior to the maturity date of the Note. The maximum amount that may be eligible for forgiveness will be based on the amount of payroll costs, mortgage interest, rent expenses, and utilities expenses paid by Borrower during the eight (8) weeks period starting following the date of this Note. The actual amount that will be forgiven may be subject to a cap on the amount of non-payroll expenses that will be deemed eligible for forgiveness by the United States Treasury Department ("USTD") and the SBA. The actual amount forgiven may also be further reduced based on reductions in head count during the period between February 25, 2020 and April 26, 2020 and/or any reductions in salary of any employees by more than 25% of their prior year compensation, provided, however, that the Borrower will have until June 30, 2020 to restore employment and salary levels to pre February 25th levels. The precise dates for measurements of salary and payroll levels and the actual parameters that will be applied for reductions in the amount that may be forgiven are all subject to further guidance from the USTO and the SBA.

BORROWER UNDERSTANDS AND AGREES THAT BORROWER WILL REMAIN LIABLE FOR THE PAYMENT IN FULL OF ANY AND ALL AMOUNTS OF PRINCIPAL AND INTEREST THAT ARE DEEMED NOT FORGIVABLE UNDER THE TERMS OF THE CARES ACT IN LENDER'S REASONABLE AND SOLE DISCRETION. ALL UNFORGIVEN AMOUNTS OF PRINCIPAL AND INTEREST REMAINING OUTSTANDING OR ACCRUING AFTER LENDER HAS MADE A DETERMINATION AS TO THE AMOUNT THAT CAN BE FORGIVEN UNDER THIS NOTE, SHALL BE DUE AND PAYABLE TO LENDER IN ACCORDANCE WITH THE TERMS OF THIS NOTE.

DOCUMENTATION TO SUPPORT REQUEST FOR LOAN FORGIVENESS. In order to be eligible for loan forgiveness, Borrower shall be required to submit to Lender such information as Lender may request in accordance with the requirements for loan forgiveness set forth in the CARES Act, including, without limitation:

- Quarterly IRS Forms 940, 941, or 944 for 3/31/2019 to 6/30/2019 and 3/31/2020 to 6/30/2020; and
- Documentation in the form of cancelled checks, payment receipts, and bank statements showing payment of the mortgage interest, rent payments and utilities during the period from 2/15/2020 to 6/30/2020

LOAN FORGIVENESS CERTIFICATION. Borrower shall further be required to sign a certification, in a form to be provided by Lender, which states that the documents submitted to Lender are true and accurate in all material respects, that the Borrower utilized the funds to be forgiven in order to retain employees on its payroll and to make eligible mortgage interest, rent and utility payments. A decision on loan forgiveness will be made within sixty (60) days from receipt of all required documentation to support such application.

CLOSING CERTIFICATION. Borrower hereby further reaffirms and certifies (i) the accuracy of the information contained in the application submitted to Lender for this Loan and (ii) that the supporting documentation submitted to Lender in connection with Borrower's application is complete, true and accurate.

Notwithstanding any provisions of this Note, Borrower will not be required to pay any attorney's fees or legal expenses.

WAIVERS. Borrower and each guarantor of this Note hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of division and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "solidary" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Note further agree that any late charges provided for under this Note will not be charges for deferral of time for payment and will not and are not intended to compensate Lender's for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay in full any installment or payment timely when due under this Note, whether or not a late charge is assessed, will remain and shall constitute an Event of Default hereunder.

SUCCESSORS AND ASSIGNS LIABLE. Borrower's and each guarantor's obligations and agreements under this Note shall be binding upon Borrower's and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Note shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

CAPTION HEADINGS. Caption headings in this Note are for convenience purposes only and are not to be used to interpret or define the provisions of this Note.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors, heirs, legatees, devisees, administrators, executors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

APPLICABLE LENDING LAW. To the extent not preempted by federal law, this business or commercial loan is being made under the terms and provisions of La. R.S. 9:3509, et seq.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

FRENCH AND MONTESSORI EDUCATION INCORPORATED

By: 
Javier Jalisco, Vice President of FRENCH AND MONTESSORI EDUCATION INCORPORATED

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,070,500.00	04-16-2020	04-16-2022	00033101335411			Y17	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: FRENCH AND MONTESSORI EDUCATION
INCORPORATED
428 Broadway St
New Orleans, LA 70118-3514

Lender: HANCOCK WHITNEY BANK
GNO ST4 COMM BNKG
P. O. BOX 61260
NEW ORLEANS, LA 70161-9967

Principal Amount: \$2,070,500.00

Date of Note: April 16, 2020

PROMISE TO PAY. FRENCH AND MONTESSORI EDUCATION INCORPORATED ("Borrower") promises to pay to the order of HANCOCK WHITNEY BANK ("Lender"), in lawful money of the United States of America the sum of Two Million Seventy Thousand Five Hundred & 00/100 Dollars (U.S. \$2,070,500.00), together with simple interest assessed on the unpaid principal balance of this Note as outstanding from time to time, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000% per annum based on a year of 360 days, commencing on April 16, 2020, and continuing until this Note is paid in full.

PAYMENT. Borrower will pay this loan in 17 payments of \$116,542.32 each payment and an irregular last payment estimated at \$116,542.47. Borrower's first payment is due November 16, 2020, and all subsequent payments are due on the same day of each month after that. Borrower's final payment due on April 16, 2022, may be greater if Borrower does not make payments as scheduled. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

DEFERRAL PERIOD. Borrower will not be required to make loan payments for the first six months of the Note (the "Deferral Period"). During the Deferral Period the outstanding principal balance will accrue interest as stated herein.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Other than Borrower's obligation to pay any prepayment penalty, Borrower may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest through date of prepayment. If Borrower prepays this Note in full, or if Lender accelerates payment, Borrower understands that, unless otherwise required by law, any prepaid fees or charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HANCOCK WHITNEY BANK, LENDING SERVICES, P. O. BOX 211269 MONTGOMERY, AL 36121.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Default Under Security Agreements. Should Borrower or any guarantor violate, or fail to comply fully with any of the terms and conditions of, or default under any security right, instrument, document, or agreement directly or indirectly securing repayment of this Note.

Other Defaults in Favor of Lender. Should Borrower or any guarantor of this Note default under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Borrower or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may affect any property or other collateral directly or indirectly securing repayment of this Note.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or any Guarantor of this Note occur or exist.

Death or Interdiction. Should any guarantor of this Note die or be interdicted.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law be brought by or against Borrower or any guarantor.

Assignment for Benefit of Creditors. Should Borrower or any guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Borrower's property, or the property of any guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Borrower or any guarantor are commenced.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Material Adverse Change. Should any material adverse change occur in the financial condition of Borrower or any guarantor of this Note or should any material discrepancy exist between the financial statements submitted by Borrower or any guarantor and the actual financial condition of Borrower or such guarantor.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note as provided above, Lender shall have the right, at Lender's sole option, to declare formally this Note to be in default and to accelerate the maturity and insist upon immediate payment in full of the unpaid principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided herein. Lender shall have the further right, again at Lender's sole option, to declare formal default and to accelerate the maturity and to insist upon immediate payment in full of each and every other loan, extension of credit, debt, liability and/or obligation of every nature and kind that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or otherwise, all without further notice or demand, unless Lender shall otherwise elect.

EXPENSES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect this Note, or if Borrower files for bankruptcy or other relief from creditors, Borrower agrees to pay Lender's permissible fees.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

ADDITIONAL INFORMATION REGARDING FINANCIAL STATEMENTS AND INFORMATION. With respect to any provision in this Agreement regarding financial statements and information, Borrower agrees to provide to the Lender upon request both true and correct current financial statements and tax returns in form and substance satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Borrower is the majority owner and (ii) any entities of which the Borrower is not the majority owner, but for which Borrower is directly or contingently liable on debts or obligations of any kind incurred by those entities. All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

NO NOVATION IF EARLIER NOTE CANCELLED. If an earlier note of any Borrower is cancelled at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the continuing indebtedness, and Borrower agrees that all security rights held by Lender under the earlier note shall continue in full force and effect.

**PROMISSORY NOTE
(Continued)**

Loan No: 00033101335411

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SBA LOAN. When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

ADDITIONAL DEFAULTS AND ACCELERATION. To the extent permitted by applicable law, in addition to the events of default set forth above, Lender shall have the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note should any type of lien, judgment, levy, seizure, garnishment, tax lien, or court order occur affecting any assets of Borrower.

PAYCHECK PROTECTION PROGRAM. Borrower acknowledges that funds are advanced under this Note subject to the provisions of the Paycheck Protection Program, as enacted as part of the Coronavirus Aid, Relief, and Economic Security Act (together with its implementing regulations and guidance and as amended from time to time, the "CARES Act"). The Paycheck Protection Program is administered by the U.S. Small Business Administration ("SBA").

If any provision of this Note is inconsistent with or prohibited by the terms of the Paycheck Protection Program as enacted by the CARES Act, then such provision shall be deemed null and void and stricken from this Note as if it had never existed and the remainder of the Note shall remain in full force and effect.

LOAN FORGIVENESS. Borrower shall be eligible to apply to Lender for loan forgiveness of the full amount or a portion of the principal amount of this Note, in accordance with the terms of the CARES Act, beginning no earlier than either eight (8) weeks after the date of this Note and ending sixty (60) days prior to the maturity date of the Note. The maximum amount that may be eligible for forgiveness will be based on the amount of payroll costs, mortgage interest, rent expenses, and utilities expenses paid by Borrower during the eight (8) weeks period starting following the date of this Note. The actual amount that will be forgiven may be subject to a cap on the amount of non-payroll expenses that will be deemed eligible for forgiveness by the United States Treasury Department ("USTD") and the SBA. The actual amount forgiven may also be further reduced based on reductions in head count during the period between February 25, 2020 and April 26, 2020 and/or any reductions in salary of any employees by more than 25% of their prior year compensation, provided, however, that the Borrower will have until June 30, 2020 to restore employment and salary levels to pre February 25th levels. The precise dates for measurements of salary and payroll levels and the actual parameters that will be applied for reductions in the amount that may be forgiven are all subject to further guidance from the USTD and the SBA.

BORROWER UNDERSTANDS AND AGREES THAT BORROWER WILL REMAIN LIABLE FOR THE PAYMENT IN FULL OF ANY AND ALL AMOUNTS OF PRINCIPAL AND INTEREST THAT ARE DEEMED NOT FORGIVABLE UNDER THE TERMS OF THE CARES ACT IN LENDER'S REASONABLE AND SOLE DISCRETION. ALL UNFORGIVEN AMOUNTS OF PRINCIPAL AND INTEREST REMAINING OUTSTANDING OR ACCRUING AFTER LENDER HAS MADE A DETERMINATION AS TO THE AMOUNT THAT CAN BE FORGIVEN UNDER THIS NOTE, SHALL BE DUE AND PAYABLE TO LENDER IN ACCORDANCE WITH THE TERMS OF THIS NOTE.

DOCUMENTATION TO SUPPORT REQUEST FOR LOAN FORGIVENESS. In order to be eligible for loan forgiveness, Borrower shall be required to submit to Lender such information as Lender may request in accordance with the requirements for loan forgiveness set forth in the CARES Act, including, without limitation:

- Quarterly IRS Forms 940, 941, or 944 for 3/31/2019 to 6/30/2019 and 3/31/2020 to 6/30/2020; and
- Documentation in the form of cancelled checks, payment receipts, and bank statements showing payment of the mortgage interest, rent payments and utilities during the period from 2/15/2020 to 6/30/2020

LOAN FORGIVENESS CERTIFICATION. Borrower shall further be required to sign a certification, in a form to be provided by Lender, which states that the documents submitted to Lender are true and accurate in all material respects, that the Borrower utilized the funds to be forgiven in order to retain employees on its payroll and to make eligible mortgage interest, rent and utility payments. A decision on loan forgiveness will be made within sixty (60) days from receipt of all required documentation to support such application.

CLOSING CERTIFICATION. Borrower hereby further reaffirms and certifies (i) the accuracy of the information contained in the application submitted to Lender for this Loan and (ii) that the supporting documentation submitted to Lender in connection with Borrower's application is complete, true and accurate.

Notwithstanding any provisions of this Note, Borrower will not be required to pay any attorney's fees or legal expenses.

WAIVERS. Borrower and each guarantor of this Note hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of division and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "solidary" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Note further agree that any late charges provided for under this Note will not be charges for deferral of time for payment and will not and are not intended to compensate Lender's for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay in full any installment or payment timely when due under this Note, whether or not a late charge is assessed, will remain and shall constitute an Event of Default hereunder.

SUCCESSORS AND ASSIGNS LIABLE. Borrower's and each guarantor's obligations and agreements under this Note shall be binding upon Borrower's and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Note shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

CAPTION HEADINGS. Caption headings in this Note are for convenience purposes only and are not to be used to interpret or define the provisions of this Note.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors, heirs, legatees, devisees, administrators, executors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

APPLICABLE LENDING LAW. To the extent not preempted by federal law, this business or commercial loan is being made under the terms and provisions of La. R.S. 9:3509, et seq.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

FRENCH AND MONTESSORI EDUCATION INCORPORATED

By: **COPY**

Javier Jalice, Vice President of FRENCH AND MONTESSORI EDUCATION INCORPORATED

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,070,500.00	04-16-2020	04-16-2022	00033101335411			Y17	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: FRENCH AND MONTESSORI EDUCATION
INCORPORATED
428 Broadway St
New Orleans, LA 70118-3514

Lender: HANCOCK WHITNEY BANK
GNO ST4 COMML BNKG
P. O. BOX 61260
NEW ORLEANS, LA 70161-9967

LOAN TYPE. This is a Fixed Rate (1.000%) Nondisclosable Loan to a Corporation for \$2,070,500.00 due on April 16, 2022.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: SBA COVID19 PAYCHECK PROTECTION PROGRAM.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$2,070,500.00 as follows:

Amount paid to Borrower directly:	\$2,070,500.00
\$2,070,500.00 Deposited to Account #	
Note Principal:	\$2,070,500.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 16, 2020.

BORROWER:

FRENCH AND MONTESSORI EDUCATION INCORPORATED

By:

Javier Jalice, Vice President of FRENCH AND
MONTESSORI EDUCATION INCORPORATED

Coversheet

Transportation RFP for 2020-2021 School Year

Section:	III. Finance Committee
Item:	D. Transportation RFP for 2020-2021 School Year
Purpose:	FYI
Submitted by:	
Related Material:	DRAFT - Transportation RFP.pdf



Request For Proposal Student Transportation Services

Contract Term: July 1, 2020 – June 30, 2022

Timeline Overview

EVENT	DATE/TIME	LOCATION
RFP Release	April 27, 2020	www.auduboncharter.org
Optional Pre-Bid Meeting	Monday, May 4, 2020 9:30 a.m.	Zoom Meeting https://zoom.us/j/93548191025?pwd=NUxVVFcxTEE3OQZCUjE1UIM4ekdrUT09 Meeting ID: 935 4819 1025 Password: 308932 By Phone: (312) 626-6799 Meeting ID: 93548191025#, the press # again
Questions Due	May 15, 2020 at 3:00 p.m.	Via email to adupre@asnola.org
Responses Posted	May 18, 2020	www.auduboncharter.org/RFP
Submission Deadline	May 26, 2020 by 12:00 p.m.	4720 Painters St., NOLA 70118 and via email adupre@asnola.org
Award Notification	June 2, 2020	N/A

School Site Visits

The Proposer may request a visit at each school site to understand the specific transportation & logistical needs. Site visits are by appointment only and can be scheduled by emailing adupre@asnola.org.

Pre-Bid Meeting

An optional pre-bid meeting will be held to review the RFP document and discuss Audubon's transportation needs. The meeting will be held via zoom by accessing the link here:
<https://zoom.us/j/93548191025?pwd=NUxVVFcxTEE3OQZCUjE1UIM4ekdrUT09>

Submission Guidelines

Proposals are due by 12:00 p.m. on June 1, 2020. Late or incomplete proposals will not be evaluated. Proposals and all supporting documentation should be submitted via email and/or hand-delivered to:

Audubon Schools
Attention: Alisa Davillier Dupré
4720 Painters Street
New Orleans, LA 70122
Email: adupre@asnola.org

428 BROADWAY STREET • NEW ORLEANS • LOUISIANA • 70118

Overview

Audubon Schools is a charter management organization that will operate two schools in 2020-2021. The current Audubon Charter Uptown offers French Education and Montessori Education. The new campus, Audubon Charter Gentilly will offer a bilingual Montessori education.

Audubon Schools (hereafter “Audubon”) is actively seeking proposals from qualified companies interested in providing contracted student transportation service as described in this Request for Proposals (RFP). Audubon is seeking proposals for student transportation services for one or more of the following transportation categories.

Audubon Charter Gentilly	Audubon Charter Uptown
Elementary Schools (Grade PK – 4 th Grade)	N/A
Field/Trips/Activity/Athletics	Field Trips/Activity/Athletics
Special Education (Grades PK-8), if deemed necessary	Special Education (Grades PK – 8), if deemed necessary
Campus to Campus shuttle	Campus to Campus shuttle

Audubon seeks to award contract(s) to provide services to the best combination of proposers who will deliver the most efficient service and value. Audubon expects the proposer to have the operational expertise, management capability and systems infrastructure to ensure consistent transportation services. Audubon recognizes the short timeline associated with this RFP and is committed to making a decision quickly in order to allow the selected proposer to mobilize quickly. We appreciate your interest in partnering with Audubon and look forward to receiving your proposal.

Alisa Davillier Dupré
Director of Operations

Administrative & General Information

Questions

All questions should be directed to adupre@asnola.org and must be received within the timeline listed on page 1 of this RFP. Questions received outside of the timeline will not be answered.

Evaluation of Proposal/Criteria

All proposals will be reviewed and evaluated to determine compliance with the requirements of the RFP. While cost is important, proposing the lowest price received through this RFP process does not guarantee award of the contract. A variety of criteria in addition to pricing will be considered in proposal evaluation, including but not limited to demonstrated understanding of Audubon's expectations, quality of processes/safety structures, management model, communication system, references, insurance and company financials.

Criteria	Points	Notes
Price	25 Points	Total cost of providing requested services
Qualifications & Experience	25 Points	Safety, professionalism, qualified staff, prior experience, student safety program and training
Company Management	25 Points	Compliance with all applicable laws and regulations, experience of management and key staff, company policies and procedures
Company Financials	15 Points	Historical financial performance, financial projections, asset management and replacement policies.
Insurance	10 Points	Proof of all required insurance
Total	100 Points	

Audubon Charter School – Gentilly Campus

The winning proposer will provide full-service student transportation for students attending Audubon Gentilly. Full-service is defined as including morning and afternoon routes for all students, including special education students (if deemed necessary), and field trips.

Grades	Address	Projected Enrollment	Arrival Time	Dismissal Time
PK3 – 4 th	4720 Painters St.	240	7:30 a.m.	M,T,TH, F – 3:45 p.m. Wed – 2:00

Audubon Charter School – Uptown Campuses

The winning proposer will provide transportation for special education students (if deemed necessary) and field trips.

Grades	Address	Projected Enrollment	Arrival Time	Dismissal Time
4 th – 8 th	1111 Milan St.	455	8:00 a.m.	M,T,TH, F – 3:15 Wed – 2:15
PK3 – 3 rd	428 Broadway St./70118	475	8:30 a.m.	M,T,TH, F – 3:45 Wed – 2:45

Proposer Expectations

Audubon expects all proposers to sufficiently address the following terms within the submitted proposal:

A. Staffing

1. Management and Support Personnel

The proposer is responsible for hiring and training necessary staff to ensure consistent, reliable and high-quality service. While specific employees are at the discretion of the proposer, Audubon expects experienced and qualified dispatch, maintenance, trainers and supervisor-level employees. Proposer must have a strong system in place to manage employee timeliness and performance that includes the following procedures:

- a. Contingency/coverage plan for expected and unexpected absences or staff turnover.
- b. Plan for regular monitoring and measurement of performance that includes a feedback system to drive improvement or replacement of under-performing employees.

2. Drivers

The proposer is responsible for the hiring, assigning, training, and managing all bus drivers. Drivers shall be assigned buses and routes as consistently as possible to ensure the driver is familiar with the stops, students, families and routes. Proposer shall ensure adequate staff levels, including substitute drivers, to ensure a reliable operation. The proposer is responsible for new and recurrent safety and compliance training, which is subject to audit by Audubon.

3. Bus Monitors

The proposer is responsible for hiring, training and managing bus monitors to assist Audubon in maintaining orderly behavior on buses. The proposer is responsible for primary training of bus monitors. The proposer will work with Audubon leadership to set policies and expectations for bus behavior.

The proposer will work with Audubon to develop and implement supplemental training for monitors on special needs buses. Supplemental training will include, but is not limited to:

- a. Seizure Training
- b. CPR Training
- c. First Aid
- d. Medication Administration, including diabetes, diastat and insulin

The proposer will maintain adequate staffing at all times. All of the proposer's employees will be neatly dressed, presentable, helpful, friendly and cooperative at all times. Drivers and other persons coming on contact with children must uphold the highest professional standards and maintain the highest moral character. Audubon places and the proposer accept full responsibility of assuring such qualities in all personnel. Proposer will facilitate review of the transportation process through ride along and/or observation of the general operation of the bus service.

In accordance with federal, state, and location laws, the proposer agrees not to discriminate against any employee for employment because of race, sex, religion, color, age, disability, national origin, or sexual orientation. The proposer will ensure that all employees involved in their services pass a drug screening test and background check prior to employment and will submit the names of employees, drug test and background check results to Audubon Schools.

B. Service

For each of the following assurances, the proposer must provide sufficient documentation to prove their ability to meet these expectation and deliverables:

4. High Quality Vehicles

The proposer will provide on an as-needed basis up to the guaranteed maximum or down to the minimum number of school buses specified on the pricing page. The proposer will ensure all buses meet the following requirements: working air-conditioning, first aid kits, fire extinguishers, operational and lighted stop arms, back-up alarms, functional and unobstructed exit doors, a functional front arm extension, and an up-to-date inspection sticker. Additionally, the proposer is responsible for providing a working 3-point camera system on every bus. All buses/vans must be compliant with all applicable laws and regulations.

Audubon reserves the right to specify a single GPS product to be installed and operated on all buses serving AUDUBON. GPS reporting and access must include, but is not limited to live look up, route replay, on time reports, coverage reports, etc. Audubon reserves the right to request its name and/or log appear on all buses and, if exercising this right, will work with the proposer in good faith to ensure the placement of the name; and/or logo meets the needs of both Audubon and the proposer. The route name and number must be posted on the side of the bus, the rear of the bus and the front of the bus, easily visible to potential passengers at all posted locations.

5. Equipment Maintenance & Cleaning

All equipment shall comply with all statutes, school bus specifications, and safety regulations. If any bus equipment owned by the proposer fails at any time to comply in whole or in part, the proposer shall replace it without expense to Audubon and without claims for adjustment in compensation. The proposer is responsible for providing sufficient vehicles and/or buses during periods of maintenance and bus/vehicle breakdowns.

The proposer will perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment utilized under the contract. Under no condition may students be transported on an unsafe bus or vehicle. The proposer will keep on file the completed inspection sheets and submit copies of sheets to Audubon when requested.

The proposer will provide daily interior cleaning of all vehicles. Exterior cleaning will be done at least monthly. Vehicle windows and doors must be clean and clear, and vehicle numbering must be visible at all times. The proposer is responsible for any damage or vandalism to buses or vehicles.

6. Fleet Storage

The proposer is responsible for providing sufficient storage space for all buses and vehicles. The proposer shall allow adequate transportation time, including traffic and delays, from the storage facility to school locations as well as pick-up and drop-off points.

7. 3-Point Camera System

The proposer is responsible for providing a working camera system on all buses. The proposer will ensure a working system by planning for equipment failure or malfunction. If a camera or recording system is not functioning properly, the proposer will repair or replace the system within 48 hours. The proposer will collaborate with Audubon to set policies for viewing a recording.

8. Data Management

The proposer is required to work with Audubon to effectively and regularly communicate student demographic information, bus rosters and routes across all pertinent systems, including Power School, the proposer's routing system and the proposer's dispatch system. The proposal must include software information, communication methods, imports/export specs, etc.

9. Routing Services

The proposer is responsible for providing routing services, which includes routing software, designing bus routes, assigning riders, pairing or packaging bus routes and/or optimizing accordingly. Routes shall be submitted to Audubon for approval prior to implementation. Audubon expects routes to be as convenient as possible for students and parents and for routes to maximize efficiency to reduce costs. The proposer's drivers shall not deviate from the approved scheduled runs without prior approval from Audubon administration.

The proposer shall provide transportation to all Orleans Parish students who live outside of a one-mile radius of their respective campus. All bus stops are to be within one mile of each student's place of residence. Student travel to and from school cannot exceed 3 hours per day. Buses are expected to arrive at school no less than 10 minutes prior to scheduled arrival and dismissal times.

10. Roster/Route Maintenance

Routes are to be updated weekly to ensure that drivers have access to the most up-to-date ridership information and contact information. The proposer can reassign students to existing stops on that schedule. Routes will be updated monthly in order to best meet the needs of parents and students and to continuously improve operations.

C. Legal and Compliance**11. Safety**

The proposer is responsible for implementing and administering a comprehensive safety program. The program must include continuing on-the-road training and classroom training for all drivers as well as annual, documented emergency exit drills, and adequate child safety measures. If requested by Audubon, annual presentations for all students. The safety of our students is our primary priority. The proposer must include in their comprehensive safety training and management plan any health and safety issues, including all accidents involving a bus carrying Audubon students, must be reported immediately to Audubon.

A copy of the safety plan and supporting documentation, which is required to be in conformance with Federal and State Laws and Regulations, must be included with proposal.

12. Insurance

The proposer must provide insurance that minimizes Audubon's risk exposure. The proposer shall name Audubon Schools and its officers, employees, agents, volunteers, etc., as additional insured for both ongoing and completed operations on Auto Liability and General Liability. Additionally, the proposer shall obtain and maintain, at all times this Agreement is in effect, insurance with carriers having an AM Best rating of [A-:VII], against all claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of the Proposer's business, including but not limited to, the following minimum limits set forth below:

1. Worker's Compensation/Employer's Liability insurance to cover in the amount a minimum of \$1,000,000 each accident/disease each employee/disease policy limit; including a waiver of subrogation and Alternate Employer endorsements in favor of Audubon Schools.
2. Comprehensive General Liability insurance in the form of comprehensive, contractual insurance, personal injury, broad-form property damage, premises operations and completed operations in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; including naming Audubon Schools as additional insured and including a waiver of subrogation in favor of Audubon Schools.
3. Automobile Liability and Physical Damage Insurance for an amount of not less than \$1,000,000 for each bodily injury and property damage combined, single limits and extensions of comprehensive coverage for all leased, owned and hired vehicles, including name Audubon Schools as additional insured and including a waiver of subrogation in favor of Audubon Schools.
4. Excess Umbrella Liability Coverage with a minimum limit of \$5,000,000 which shall be excess over general liability, employer's liability and automobile liability coverage.
5. Such policies shall name the School (specific name and its officers, employees, agents, volunteers, etc. as developed by their legal counsel) as additional insured for both ongoing and completed operations on Auto Liability and General Liability. Such policies shall evidence the insurer's waiver of subrogation in favor of School with regard to general liability, auto, and workers' compensation policies, be primary and noncontributory with any coverage maintained by School, and provide that notice of cancellation shall be provided to School in accordance with policy provisions.) The selected vendor shall provide duly executed certificates evidencing such types and limits of insurance as required above. Such certificates shall be deposited with School on or before the commencement date of the contract and upon renewals of such policies, not less than thirty (30) days following renewal of each policy. The selected vendor's failure to provide a certificate or Owner's acceptance of a non-conforming certificate does not waive these contractual insurance requirements.

13. Legal

The proposer shall fulfill all obligations in compliance with standards established by the City of New Orleans Ground Transportation Bureau and all applicable federal, state and local laws and regulations including the Occupational Health and Safety Act (OSHA). The Proposer will be responsible for all damage to the schools property, equipment and buildings caused by its employees, agents, representatives or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must notify Audubon of any incident, accident, police report or potential litigation involving the Proposer or its parent or subsidiary companies.

D. Planning, Policies & Preparedness

14. Transition Plan

The proposer must have all staff, equipment and procedures in place prior to August 1, 2018. Any proposer already providing transportation service in the greater New Orleans area must assure their ability to increase their operational capacity. Proposers not currently providing services in New Orleans must outline their plans to set up operations in New Orleans. The plan must address land, vehicles and staffing.

Prior to the start of the school year, the proposer will perform at least one real-time “dry run” within the ten days preceding the first day of school. The dry run day will be scheduled and coordinated with Audubon school administrators, who will monitor the process. Audubon and the proposer will meet within 24 hours of the dry run day to assess the outcome and make any necessary changes.

15. Dry Runs

Prior to the start of each school year, the Proposer shall conduct an introductory orientation meeting for all of its drivers and monitors. The orientation shall include a thorough instruction process orientating drivers and monitors as to any and all changes for the coming year, network policies, etc. The orientation meeting may be attended by Audubon personnel.

The Proposer will perform at least one real time dry run (running the buses at the scheduled times without the students) within the two weeks preceding the first day of school. The dry run will be scheduled and the process will be coordinated by the Director of Operations who may monitor the process without restriction. The Director of Operations and proposer will meet within 24 hours after the dry run to assess the outcome.

16. Communication Plan

The proposer will work with Audubon to identify contacts for the following: operational related communication, parent communication and student conduct (bus/van behavior) communication.

The proposer will work with Audubon and operation managers to set formal policies for communication, including response times and accountability measures. The proposer is responsible for a reliable dispatch and operations team that is both accessible and communicative with Audubon staff and parents. Audubon expects proactive communication with both the school staff and parents in the event of delays, accidents or service disruptions. This includes traffic, detours, severe weather, accidents, breakdowns and unplanned maintenance.

17. Accident and Emergency Procedures

The proposer is responsible for designing accident and emergency procedures in compliance with all federal, state and local laws and regulations as well as Audubon communication standards. The emergency procedures are to include specific procedures for accidents, bus breakdowns and any unforeseen disruption of service that may be harmful to Audubon students. Emergency procedures are to include plans for evacuations, fires and severe weather.

18. Business Continuity and Preparedness

The proposer is responsible for providing a business continuity plan that highlights planned operations in the event of a natural disaster or severe weather that forces the proposer to relocate. Should school be cancelled, Audubon expects to have active communication with the proposer.

Pricing

Proposed rates shall include all operating costs, including but not limited to overhead, facilities, maintenance, fuel costs, staffing, training, equipment, insurance, software and any other costs necessary to provide the standard of service outlined in this request for proposal. The fees and costs proposed by the prospective vendor shall be submitted using the format found in Attachment I – Pricing. All Proposers must respond to Attachment I in order for any alternate proposal to be considered.

Fuel Costs: The Proposer should present fuel costs based on the average (local) market price per gallon on the day of bid submission and the potential for that price to fluctuate 10% in either direction.

Mileage: The Proposer is to include mileage in their proposed prices based on average run length.

Audubon Schools

Request for Proposal – Student Transportation Services



Proposal Requirements

I. Cover Letter

II. Scope of Work

- A. Staffing
 - ☐ Management & Support Personnel
 - ☐ Drivers
 - ☐ Bus Monitors
- B. Service
 - ☐ High Quality Vehicles
 - ☐ Equipment Maintenance & Cleaning
 - ☐ Fleet Storage
 - ☐ 3-Point Camera System
 - ☐ Data Management
 - ☐ Routing Service
 - ☐ Roster/Route Maintenance
- C. Legal & Compliance
 - ☐ Safety
 - ☐ Insurance
 - ☐ Legal
- D. Planning, Policies & Preparedness
 - ☐ Transition Plan
 - ☐ Dry Runs
 - ☐ Communication Plan
 - ☐ Accident & Emergency Plan
 - ☐ Business & Continuity Plan

III. Pricing

IV. Certifications

- a. Certification Statement (Appendix A)
- b. Responsibility Disclosures (Appendix B)
- c. Non-collusion Statement (Appendix C)



Pricing

ONE YEAR FIXED, YEAR TWO AND THREE ESCALATORS

The proposer shall state a firm, fixed price for both the basic rate per school bus, per day and the excess rate per school bus, per hour for all school bus sizes listed below for each pairing:

Regular Transportation (Minimum 5.0 hours of daily service)

Morning/Afternoon Routes (Home to School Transportation)					
Bus Capacity	Cost Per Route Per Day	Excess Hourly Rate	Bus with A/C	Bus with Carseats	Monitor Cost Per Route Per Day
16 passenger or below					
17 - 35 passenger					
36 - 72 passenger					
Special Needs Transportation (with A/C) price increase to add wheelchair/lift capability			\$ _____		

Field Trip Routes		
Bus Capacity	Within Orleans/Jefferson Parish Roundtrip	Outside of Orleans/Jefferson Parish Roundtrip
16 passenger or below		
17 - 35 passenger		
36 - 72 passenger		



Appendix A - Certification Statement

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. Identify the Contact name and fill in the Information below:

Official Contact Name: _____ Date: _____

E-mail Address: _____

Phone Number with area code: _____

Address: _____

City: _____ State: _____ Zip: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above-named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least one year from the date of proposer's signature below
5. Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Name (Print): _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____



Appendix B - Responsibility Disclosure

Responses to the following questions must accompany the contractor's bid. A bid may be deemed non-responsive if the contractor fails to provide complete answers or provides false statements to any of the questions provided herein. If any change(s) occur(s) during the bidding process, updated responses must be provided within (30) calendar days of such change(s).

1. Please indicate whether, within the past five (5) years, your firm has been the defendant in any type of court action(s) for (an) alleged violation(s) of labor or employment laws in connection with a contract [insert type] for services. ☐ Yes ☐ No

If yes, please attach an explanation of the circumstances, including the specific allegation(s) filed against your firm; the name of the plaintiffs; the case number; and the disposition/current status of each case.

2. Please indicate whether, within the past five (5) years, your firm is or any of its owners, partners, and/or officers, has/have ever been investigated, sided, assessed any penalties, or found to have violated any labor or employment laws. ☐ Yes ☐ No

If yes, please attach an explanation of the circumstances, including the specific charge(s) filed against your firm, its owners, partners, and/or officers; the agency was involved; the disposition/current status of each case.

3. If a license is required for any of the services performed by your firm, please indicate whether, but in the past (5) five years, your firm, or any individual employed by your firm, has been investigated, cited, assessed any penalties, subjected to any disciplinary action by the licensing agency, or deemed to have violated any licensing laws. ☐ Yes ☐ No

If yes, please attach an explanation of the circumstances, including the specific allegation(s) filed against your firm; the licensing agency that was involved; and the disposition/current status of each case.

Name (Print): _____ Title: _____

Company Name: _____

Signature: _____ Date: _____



Proposal Requirements

1. Cover Letter
 - a. Company Information
2. Assurances
 - a. Scope of Work
 - b. Proposal Requirements
 - c. Management and Support Personnel
 - d. Drivers and Bus Monitors
 - e. Equipment
 - f. Equipment Maintenance
 - g. Camera System
 - h. Data Management
 - i. Routing Services
 - j. Roster/Route Maintenance
 - k. Transition Plan
 - l. Insurance
3. Pricing
4. Certifications
 - a. Certification Statement (Appendix A)
 - b. Responsibility Disclosures (Appendix B)

c. Non-collusion Statement (Appendix C)



Appendix C – Non-Collusion Statement

State of Louisiana

Orleans Parish

BEFORE ME, the undersigned authority personally came and appeared,

_____, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____, to Orleans Parish.

Affiant further said:

1. That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
2. That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Signature of Affiant

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY OF _____,
20____.

NOTARY PUBLIC

Coversheet

School Lunch Vendor RFP 2020-2021 School Year

Section:	III. Finance Committee
Item:	E. School Lunch Vendor RFP 2020-2021 School Year
Purpose:	FYI
Submitted by:	
Related Material:	DRAFT FSMC Contract 2020-21.pdf



Louisiana Believes

Request for Proposal (RFP)/Fixed-Price Contract

Food Service Management Company/Vended Meal Contract Meal Services

John White
State Superintendent of Education
SY 2020-21

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For further information, please contact Office Federal Programs Support, Division of Nutrition Support at (225) 342-3720 or send email to childnutritionprograms@la.gov.

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To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by **mail**: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or **fax**: (833) 256-1665 or (202) 690-7442; **email**: program.intake@usda.gov

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Prohibited Items

1. No firm, corporation, or individual shall blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee, mechanic, or laborer, discharged from or voluntarily leaving the service of such company, corporation, or individual, with intent and for the purpose of preventing such employee, mechanic, or laborer from engaging in or securing similar or other employment from any other corporation, company, or individual.

Request for Proposal (RFP)/Fixed-Price

Contract

Food Service Management Company/ Vended Meal Contract Meal Services

(NAME OF SFA/Sponsor)

Check the appropriate box below

☐ **This RFP is intended for use as a Vended Meals Contract**

☐ **This RFP is intended for use as a Food Service Management Company Contract**

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts 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 the behalf of the Program applicant."

General Information

A. Intent

This Request for Proposal is for the purpose of entering into a contract for the operation of a food service program for (Name of SFA/Sponsor), hereinafter referred to as the **School Food Authority (SFA)/Sponsor**.

The offeror or Food Service Management Company (FSMC) will be referred to as the **FSMC**, and the contract will be between the FSMC and the SFA/Sponsor.

B. Procurement Method:

Procurement shall be executed through competitive proposals. Competitive proposals involve the use of a solicitation document known as a Request for Proposal (RFP).

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 2 CFR Part 200.319.

C. Pre-bid Meeting

A meeting with interested offerers to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be on (Date) at (Location):

Attendance is ☐required ☐optional. Vendor presentations ☐will ☐will not be scheduled at this time.

D. Proposal Submission and Award

SFAs/Sponsors must use the prototype FSMC Request for Proposal/Contract to be approved. An SFA/Sponsor not completing the required procurement procedures cannot be approved for participation in a reimbursement program. **The SFA must complete all of the required information in the RFP. Failure to do so will prevent the SFA from awarding the contract.**

All FSMC's submitting a proposal must complete all of the information required in the RFP. The completed RFP is returned to the SFA as a part of the proposal. Proposals received without the completed RFP will be considered non-responsive and the FSMC's proposal will be disqualified.

Each prospective FSMC is to submit (number of paper copies) of the proposal to the SFA. Each FSMC must also provide an electronic copy of the entire proposal on a flash drive that will be provided to the State Agency.

Federal regulations allow contracts to be of duration no longer than one year with the option of yearly renewals not to exceed four additional years (7 CFR Part 210.16). If the SFA/Sponsor chooses to renew the contract, the Attestation/Agreement Amendment document must be submitted to the state agency. This document can be found on the Louisiana Child Nutrition Program website.

1. Proposals are to be submitted to:
 Name of Agency:
 Mailing Address:
 Physical Address:
 City:
 State/Zip:

The public opening will be on:

(Date)

(Address)

(Time) (CST)

Proposals will not be accepted after this time. The proposal is to be submitted in a sealed envelope marked *Food Service Management Proposal*. *The SFA must maintain documentation of the date, address, time, and attendance of the bid opening.*

2. The SFA/Sponsor reserves the right to reject any or all proposals when there are sound documented reasons to do so.
3. To be considered, each offerer must submit a complete response to this solicitation **using the forms provided**. No other documents submitted with the Request for Proposal/Contract will affect the contract provisions, and there may be no modification to the Request for Proposal/Contract language.
4. Award shall be made to the qualified and responsible offerer whose proposal is responsive to this solicitation. A responsible offerer is one who's financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
5. Offerers or their authorized representatives are expected to fully educate themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the offerer's own risk, and he or she cannot secure relief on the plea of error. The SFA/Sponsor is not liable for any cost incurred by the offerer prior to the signing of a contract by all parties. Paying the FSMC from the Child Nutrition Program (CNP) funds is prohibited until the contract is signed.
6. If additional information is required, please contact:

Name:

Telephone Number:

E. Late Proposals

Any proposal received after the exact time specified for receipt will not be considered.

F. Proposal Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject an SFA/Sponsor to protests. SFAs/Sponsors are responsible for properly responding to protests and concerns raised by potential contractors. Pursuant to 2 CFR Part 200.318(k), SFAs/Sponsors must have protest procedures in place to handle and resolve disputes relating to their procurements and must in all instances disclose information regarding a protest to the Louisiana Department of Education.

G. Final Contract

The complete contract includes all documents included by the SFA/Sponsor in the Request for Proposal/Contract, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e., work sheets, and attachments).

Standards Terms and Conditions

I. Scope and Purpose

- A. **Duration of Contract.** The effective date may be different than July 1, but the termination date must be June 30th (SFA's only). Keep in mind that the effective date may not occur prior to the date on which the contract is signed and approved by the state agency. This contract shall be for a period of up to one year, beginning on _____, and ending on _____, with up to four 1-year renewals with mutual agreement between the SFA/Sponsor and the FSMC (7 CFR Part 210.16(d)).

- B. The FSMC shall operate in conformance with the SFA/Sponsor agreement with the Louisiana State Department of Education, Division of Nutrition Support.

The SFA/Sponsor must check only the program(s) to operate. The programs listed here should agree with those listed in Attachment K. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed.

☐ National School Lunch Program (NSLP)

☐ Extra Sales

☐ School Breakfast Program (SBP)

☐ Adult Meals

☐ After School Snack Program (ASSP-NSLP)

☐ Catering

☐ Summer Food Service Program

☐ USDA-Donated Foods

☐ Fresh Fruit and Vegetable Program

☐ Vending/Concessions

☐ Child and Adult Care Food Program (CACFP)

☐ Farm to School Program

☐ Contract Meals

- C. The FSMC, as an independent contractor, shall have the exclusive right to operate the above program(s) at the sites specified by the SFA/Sponsor in Attachment K. The SFA/Sponsor may request of the FSMC additional programs. Any additional food service program added **cannot** constitute a material change to the contract. If a material change will occur, the contract would need to be rebid. (USDA's *Contracting with Food Service Management Companies – Guidance for School Food Authorities-May, 2016*).

A material change is defined as:

Any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other respondents known of these changes in advance, they could have proposed differently and more competitively (USDA Contracting with FSMC – Guidance for SFAs p. 60).

- D. The FSMC shall be an independent contractor and not an employee of the SFA/Sponsor. The employees of the FSMC are not employees of the SFA/Sponsor.
- E. The food service shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.

- F. All prospective FSMC's must completely inspect the facilities and equipment prior to the proposal due date and prior to submitting a proposal. Failure to do so will not relieve the successful offeror from the necessity of furnishing and installing any material and equipment, performing any labor, or making structural changes without additional cost to the SFA/Sponsor, that may be required to carry out the intent of the resulting contract.
- G. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, extra sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA's/Sponsor's food service account. Any profit or guaranteed return shall remain in the SFA's/Sponsor's food service account. The SFA/Sponsor and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract which are both prohibited, as required under United States Department of Agriculture (USDA) Regulations 7 CFR Part 210.16(c).
- H. The SFA/Sponsor shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the state agency and USDA regarding each of the Child Nutrition Programs covered by this contract 7 CFR Part 210.16(a)(2).
- I. The SFA/Sponsor shall retain control of the CNP food service account and overall financial responsibility for the CNP contract 7 CFR Part 210.16(a)(4).
- J. SFAs/Sponsors shall retain control and establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and extra sales (including vending, adult meals, contract meals, and catering) prices. Exception: non-pricing programs need not establish a selling price for reimbursable meals/milk 7 CFR Part 210.16(a)(4).
- K. (SFA's only) If the FSMC is responsible for providing the SFA with non-program foods, the FSMC will provide written documentation of food costs and revenues to the SFA on a monthly basis. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: adult meals, a la carte, catering, vending, and student stores operated, or any other sales generated through the non-profit school food service account not already described. This information is required to determine compliance with revenue from non-program foods 7 CFR Part 210.14(f) and Memo SP 20-2016.
- L. (SFAs only) The FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by the SFA. The SFA will be charged the meal equivalent rate. USDA commodities shall not be used for these special functions unless a School Food Authority's students will be the primary beneficiaries. (Memo FD-080 Guidance in Crediting for, and use of, Donated Foods in Contracts with Food Service Management Companies)
- M. (SFAs only) SFAs may request of the FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such is not prohibited by state or federal program regulations.
- N. (SFAs only) The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- O. The FSMC shall comply with the rules, regulations, policies, and instructions of the state agency and USDA and any additions or amendments thereto, including USDA regulations 7 CFR Parts 210, 215, 220, 245, 250, 7 CFR Part 225 (SFSP), if applicable, 7 CFR Part 226 (CACFP), if applicable, 2 CFR 200.318-326, Appendix II to Part 200; 2 CFR 400, 2 CFR 416, 2 CFR 417, 2 CFR 418; and 7 CFR Part 215 (SMP).
- P. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement – Nutrition Programs and Activities*, and any additions or amendments.

- Q. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) (Appendix II of 2 CFR Part 200(G)).
- R. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Appendix II of 2 CFR Part 200(I)).
- S. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence Appendix II of 2 CFR Part 200(E).
- T. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Appendix II of 2 CFR Part 200(C)
- U. The FSMC shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (Appendix II of 2 CFR Part 200 (D)).

V . Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CR Part 200.322).

- W. The FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The FSMC is required to purchase, to the maximum extent practicable, domestic commodities and products.

The SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include the:

Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The FSMC will include the **“BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES** with their bid. The FSMC must identify all food products bid by the Company that do not meet the definition of “domestic” on this document. In the event the SFA receives a proposal from an FSMC that does not include this information, the SFA is to consider the proposal non-responsive. **The SFA must determine the accuracy of the Buy American Certification Form as submitted by the prospective vendor. Any vendor submitting inaccurate information on the Buy American Certification Form must be considered a non-responsive bidder.**

The Buy American Certification Form is on pages 52-54 of the RFP. A Microsoft Word version may be found on the CNP Website under School Food Service/Forms if additional space is needed. Proposals submitted without the completed Buy American Certification form are considered non-responsive.

- X. The SFA must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321).

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this section.

Y. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency (Appendix II of 2 CFR Part 200 (F)).

Z. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

AA. In the event that the FSMC provides management services for the Child and Adult Care Food Program (CACFP) at any of the SFA's/Sponsor Food Service locations, SFA/Sponsor and FSMC agree to comply with all regulations set forth in 7 CFR Part 226, Child and Adult Care Food Program Regulations, Louisiana Food and Nutrition Programs, Policies of Operation, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program (Appendix II of 2 CFR Part 200 (H)).

BB. (SFAs only) In the event that the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of the SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools (applies to School Food Authorities only) SFA and FSMC further agree that not more than 10% of the total funds expended to the school and/or schools for operation of the FFVP may be used for administrative expenses. All administrative costs (non-food costs such as labor, supplies, management of the program, and equipment) must be used by the SFA to support planning and managing the program. The FSMC must provide the SFA with full documentation of allowable costs. This documentation must clearly outline the allocation of costs charged to the FFVP program (i.e., amounts charged for labor, administrative fees, and actual costs of fresh fruits and vegetables, etc.). Labor costs must be minimal in both the "operating and administrative" category, and must be reported in a manner that clearly identifies the actual time allocated to the FFVP. If a proposal includes a fixed fee component, the SFA shall assess each proposal to determine the allowability of the fees charged by the FSMC.

The FSMC shall:

- Be completely apprised of all FFVP policies and rules to guarantee the program is operated in compliance with FNS Standards.
- Cooperate with the SFA in monitoring the FSMC operation of the FFVP.

- Document and track FFVP expenses separately from all other program expenses and provide the documentation to the SFA by the 5th day of the month following the month the expenses were incurred.
- Not charge labor or benefits incurred by the FSMC employees during normally contracted work hours.
- If applicable, claim only labor and benefits incurred by FSMC employees above and beyond normally contracted work (these costs must be minimal).

The SFA shall:

- Provide a cycle menu, including portion sizes (the menu must be based on FNS guidance).

CC. *Geographic preference.* A school food authority participating in the Program, may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the school food authority has the discretion to determine the local area to which the geographic preference option will be applied.

- If requested by the SFA and included in this contract, the FSMC shall engage in LA's Farm to School program in an effort to connect schools (K-12) with LA / local farms in order to serve healthy meals using locally-produced foods.
- The FSMC, as the agent of the SFA, will maximize the use of LA grown/locally grown products, including but not limited to, fruits, vegetable and dairy products, whenever possible, and when purchased by the SFA directly, such fruits, vegetables, and dairy products must be used by the FSMC in the SFA's Food Service Program.
- The FSMC shall produce a quarterly report which documents the procurement of LA grown / locally grown products including the local farm source, the product(s) purchased and the value of the products purchased on behalf of the LEA.

DD. Computation of Lunch Equivalency Rate and Lunch Equivalents.

Lunch Equivalency Rate: The rate is the sum of the total reimbursement received for each lunch meal served and claimed. The Lunch Equivalent rate is used **by the SFA** to convert sales from second meals, a-la-carte, vending, extra sales, and catering to a meal equivalent.

Calculation of Lunch Equivalent Rate (to be completed by the SFA)

Current Year Federal Free Rate of Reimbursement:

Current Year Value of USDA Entitlement Donated Foods: \$

Current Year Value of USDA Bonus Donated Foods:

Total Lunch Equivalent Rate: \$

EE. The FSMC shall provide staff to manage the food service operations and supervise all employees employed therein.

FF. The charge to the SFA/Sponsor for FSMC's fee is to be clearly identified in the proposal. Fees imposed by a FSMC outside of this contract may not be paid for with Child Nutrition Funds.

GG. Procurement/Payment Terms/Method: The FSMC shall invoice the SFA/Sponsor at the end of each month for amounts due based on on-site records. The SFA/Sponsor shall make payments within business days of receipt of the invoice. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable. This prototype specifies the meal fee structure as a maximum flat fee per reimbursable meal served to a student (not number of meals delivered). The maximum flat fee per meal includes the allowable direct costs of the preparation and service of the reimbursable meals including food, labor, and other expenses. The flat fee proposed for meals served under the NSLP, SBP, and CACFP must include the cost of serving milk. The flat fee proposed for meals served under SFSP must be unitized with or without milk or juice. No other fees may be charged to the SFA/Sponsor.

Federal regulations allow contracts to be of a duration no longer than one year with the option of yearly renewals

not to exceed four additional years (7CFR 210.16(d)).

Prices per Meal Equivalents

To be completed by the FSMC:

Fixed Price per Lunch Equivalent: \$

Fixed Price per Breakfast Equivalent \$
(67% of the Fixed Price for Lunch Equivalent)

Fixed Price per Snack Equivalent \$
(33% of the Fixed Price for Lunch Equivalent)

The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers as of February of the current year (rounded down to the nearest cent). The prices above must be the same as the contract price for reimbursable meals.

Contract Award Criteria

Proposals will be evaluated by a committee against the following criteria with assigned weights in the following categories. Each area of the award criteria must be addressed in detail in the proposal. **After proposals are received from vendors**, score each proposal according to the predetermined weight of each criteria. The SFA will determine the score for each vendor as a committee and provide complete justification for each score given. The RFP committee should consist of three(3) or more SFA employees.

The SFA must require the FSMC to use OMB-approved government wide standard information collections when providing financial and performance information (2 CFR Part 200.301).

Selection of the successful offeror is made principally on the basis of price (2 CFR Part 200.320). **Price must be the primary factor.** The contract is awarded to the proposal that is most advantageous to the program (2 CFR Part 200.320(d)(4)).

Maximum Points		Criteria
	points	Cost (FSMC with the lowest price receives the maximum points. The other vendors receive points equal to the lowest price divided by their meal price x maximum points. Do not round).
	points	Years of Experience in working with Child Nutrition Programs 10+ years=10 points 5 years=5 points 9 years=9 points 4 years=4 points 8 years=8 points 3 years=3 points 7 years=7 points 2 years=2 points 6 years=6 points 1 year=1 point
	points	Service Capability Plan
	points	Financial Conditions/Stability, Business Practices
	points	Accounting and Reporting Systems
	points	Promotion of the Child Nutrition Program (FSMCs should be very specific as to their plans for promoting the Child Nutrition Programs. The SFA will rate the FSMC based on the specific plan proposed).
100	points	Total Points

GG.The FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' *Individual Educational Plans (IEPs)* or 504 Plans and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

HH.The SFA/Sponsor will make the final determination of the opening and closing dates of all sites, if applicable.

II. Designation of Program Expenses to be Completed by SFA/Sponsor

1. The FSMC guarantees to the SFA/Sponsor that the proposal meal rate for each reimbursable school meal shall include the expenses as designated with an "X" or a "✓" under Column 1. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
2. The SFA/Sponsor shall pay those expenses as designated with an "X" or a "✓" under Column II.

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
LABOR:		
Payroll, managers and/or supervisors		
Payroll, full and part-time workers		
Payroll, Monitors		
Life Insurance		
Medical/Dental Insurance		
Retirement Plans		
Social Security		
Vacation		
Sick Leave		
Holiday Pay		
Uniforms		
Tuition Reimbursement		
Labor Relations		
Unemployment Compensation		
Workers Compensation		
Processing and Payment of Payroll		
FOOD:		
OTHER EXPENSES:		
Accounting		
Bank Charges		
Data Processing		
Recordkeeping		
Processing and Payment of invoices		
Equipment – Major		
Original Purchase		
Routine Maintenance		
Major Repairs		
Replacement		
Equipment – Expendable (Trays, tableware, glassware, utensils)		
Original Purchase		
Replacement		
Cleaning/Janitorial Supplies		
Insurance		
Liability Insurance		
Insurance on Supplies/Inventory		
Laundry and Linen		
Office Materials		

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
Paper/Disposable Supplies		
Pest Control		
Postage		
Printing		
Product Testing		
Promotional Materials		
Taxes and License		
Telephone		
Local		
Long Distance		
Medium of Exchange for point of service counts including student payments		
Training of SFA employees and maintenance of Professional Standards Tracking Tool		
Training of FSMC employees and maintenance of Professional Standards Tracking Tool		
Transportation of meals		
Trash Removal		
From Kitchen		
From School Premises		
Travel		
Required		
Requested		
Utilities		
Vehicles		
Warewashing Equipment		
Warewashing Chemicals		
Fresh Fruit and Vegetable Program (if applicable)		
Purchase of food items		
Preparation (if needed)		
Packaging (if needed)		
Serving		
Purchase of Supplies (i.e. containers, paper, etc.)		
Cleaning		
Nutrition Education		
Documentation of Expenses		

III. Signature Authority

- A. (SFA only) The SFA shall retain signature authority for the application/agreement, free and reduced-price policy statement, and programs indicated in Section I, Item B on page 9 and the monthly claim for reimbursement. (Reference 7 CFR Part 210.9{a} and {b} and 7 CFR Part 210.16{a}{5})

iv. Free and Reduced Price Meals Policy-(SFA's Only)

- A. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.
- B. The FSMC shall implement an *accurate point of service* count using the counting system submitted by the SFA in its application to participate in the CNP and approved by the state agency for the programs listed in Item B on page 11, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced price eligible students under USDA Regulation 7 CFR Part 245.8.
- C. The SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced Price Meals and participating in Direct Certification. The SFA shall be responsible for the determination of eligibility for free or reduced price meals.
- D. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced price meals.
- E. The SFA shall be responsible for verifying Applications for Free and Reduced Price Meals as required by USDA regulations.
- F. It will be the joint responsibility of the SFA and the FSMC to protect the anonymity of all children receiving free or reduced price meals, and methods for ensuring anonymity shall be jointly agreed upon, providing that nothing in this paragraph shall be construed to relieve the FSMC of its independent obligation to protect the anonymity of all children receiving free and reduced price meals.

v. USDA-Donated Foods (SFA's only)

- A. The SFA has the responsibility for the efficient and effective administration of the Federal Award through the application of sound management practices (2 CFR 200.400). The SFA also assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. Utilizing USDA-Donated foods is a sound management practice because it can significantly lower food cost rather than purchasing similar commercial products. The purchase of commercial products when USDA-Donated Foods are available would render the commercial purchase of these items as unreasonable and unnecessary and contributes to a higher cost for student meals.
- B. The SFA must determine the existence of the proper pass-through value of the donated commodities, i.e., credits or reductions on the invoice in the month of utilization. The values are to be based on the values at the point the SFA receives the commodities from the Louisiana Department of Agriculture and Forestry and on USDA commodity prices pertinent to the time period and shall include both the basic commodities allocation as well as any bonus commodities 7 CFR Part 250.51.
- C. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in §250.51(a). Any USDA-donated foods received by the SFA and made available to the FSMC must accrue solely to the benefit of the SFA's nonprofit child nutrition program and SFSP program, if applicable, and shall be fully utilized therein.
- D. The FSMC must subtract from the SFA's monthly bill/invoice the current market value of all USDA-donated commodities received during each Contract Term as the commodities are used in the SFA's food service. **The FSMC must credit the SFA for all USDA-donated commodities received for use in the SFA's food service. Each Contract Term whether the USDA-donated commodities have been used or not, such credit shall be issued in full prior to the expiration of each Contract Term.**

- E. Credit issued by the FSMC to the SFA for USDA-donated commodities received during each Contract Term and used in the SFA's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA-donated food item used in the SFA's food service and each USDA-donated food item credit issued for unused commodities, along with the current market value as issued by the Louisiana Department of Agriculture and Forestry.
- F. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA-donated commodities. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA-donated commodities.
- G. The SFA must conduct a reconciliation at the end of each Contract Term and upon expiration or termination of the Contract, reconciliation to ensure and verify correct and proper credit has been received for the full value of all USDA-donated commodities received by the FSMC during each Contract Term for use in the SFA's food service.
- H. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the recipient agency's food service. Commercially-purchased foods shall not be substituted for these foods. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service.
- I. The FSMC shall return all unused USDA donated ground beef products, ground pork products, and processed end products to the SFA upon termination, expiration, or non-renewal of the Contract.
- J. The SFA shall retain title to all USDA-donated foods.
- K. The procurement of processed end products on behalf of the recipient agency, as applicable, will assure compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of the distributing or recipient agency processing agreements and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value 7 CFR 250.50(d).
- L. The FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA as required in subpart C of 7 CFR Part 250. All refunds received from processors must be retained by the nonprofit school food service account. The FSMC shall pay all related processing fees and costs.(7 CFR 250.50(d).
- M. Any activities related to donated foods that the FSMC will be responsible for will be in accordance with 7 CFR Part 250.50(d). Such activities will be performed in compliance with the applicable requirements in 7 CFR Part 250.
- N. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.
- O. The FSMC shall accept and use USDA-donated foods in as large of quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA should consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- P. The FSMC will comply with the storage and inventory requirements for donated foods in accordance with the contingencies in §250.52. The FSMC shall account for all USDA-donated foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA- donated foods.
- Q. The FSMC shall have records available to substantiate that the full value of all USDA-donated foods is used solely for the benefit of the SFA.

- R. The FSMC will maintain all necessary records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b).
- S. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- T. Extensions or renewals of the contract, if applicable are contingent upon the fulfillment of all contract provisions relating to donated foods.

vi. Health Certifications

- A. The SFA/Sponsor shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA/Sponsor facility (7 CFR Part 210.16(a)(7).
- B. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA/Sponsor facility in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under USDA Regulations 7 CFR Part 210.16(c) (2).
- C. (SFSP Only) The FSMC must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency.

vii. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA/Sponsor.
- B. Meals must meet meal pattern requirements and nutrition standards as specified in the attachments for the programs included in this proposal.
- C. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume the responsibility for the amount denied.
- D. The SFA/Sponsor shall retain control of the quality, extent, and general nature of the food service (7 CFR Part 210.16(a) (4)).
- E. The Request for Proposal contains a 21-day cycle menu developed in accordance with the provisions of 7 CFR Part 210.10, to be used as a standard for the purpose of basing proposals or estimating average cost per meal. A school food authority with no capability to prepare a cycle menu may, with state agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR Part 210.10, with its proposal. The food service management company must adhere to the cycle menu for the first 21 days of meal service. Changes thereafter may be made with the approval of the school food authority (7 CFR Part 210.16(b)(1)). The FSMC shall adhere to the 21-day cycle menus and portion sizes specified by the SFA/Sponsor in Attachments N1-N15, O1-O15, P1-P2, Q1-Q2, S1-S2, and T1-T2.
- F. (SFA's Only) In order for the FSMC to offer extra sales/a la carte food service, the FSMC must offer free, reduced price, and full price reimbursable meals to all eligible children (7 CFR Part 210.16(a).
- G. (SFA's Only) The FSMC shall provide meals that meet the regulatory requirements as set forth in the Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs, published on January 26, 2012.
- H. The FSMC shall promote maximum participation in the Child Nutrition Programs

- I. The FSMC shall provide the specified types of service in the schools/sites listed in Attachment K, which is a part of this contract.
- J. (SFA's Only) The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- K. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA/Sponsor for each food component in the meal pattern, or do not otherwise meet the requirements of this Contract. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time (7 CFR Part 210.16(c)(3).
- L. The following requirements apply when meals are delivered from a central kitchen:
 - (SFAs Only) The vendor shall provide the SFA with a completed production record that includes all information except for the number of meals served, leftovers, dispensation of leftovers, and temperature of food upon receipt. All information from the LDOE prototype SFS-6 report must be included in the production record. The meals served, leftovers, dispensation of leftovers, and ending temperature shall be completed at the end of meal service and provided to the SFA.
 - The FSMC will provide the SFA/Sponsor with all CN Labels, ingredient labels, and recipes used in the preparation of meals. The SFA will maintain these records on site at all times.
 - The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA/Sponsor authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
 - Meals must be delivered in closed-topped, sanitary vehicles.
 - Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
 - When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA/Sponsor-authorized representative or his/her designee immediately by phone indicating the reasons for the need for substitution.
 - The SFA/Sponsor reserves the right to inspect and determine the quality of food delivered. The SFA/Sponsor may reject and not pay for any meals or components that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
 - The SFA/Sponsor will obtain meals from other sources if meals are rejected or if an insufficient number of meals are delivered. The SFA/Sponsor will contact the vendor immediately regarding the reasons for rejected meals or if an inadequate number of meals is delivered. If the vendor cannot replace meals in time for meal service, then the SFA/Sponsor can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the vendor. The vendor is responsible for the costs of replacement meals.
 - The SFA/Sponsor will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed in Attachment J, or as otherwise stated in this contract.
 - Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.
 - All refrigerated foods shall be delivered at an internal temperature of 41°F or below.
 - All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors.
 - All hot food shall be delivered with an internal temperature of 135°F or above.
 - The SFA/Sponsor is to reject any food item that does not meet the temperature requirements above. The SFA/Sponsor must not pay for non-reimbursable meals. This includes meals where the required components/quantity is not provided.
 - (SFSP Only) All meals prepared by a FSMC shall be unitized, with or without milk or juice (based on the contract).
 - (SFSP Only) FSMCs may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

viii. Books and Records

- A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA/Sponsor will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA/Sponsor no later than the tenth calendar day succeeding the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the fifth working day succeeding the month in which services were rendered. (SFA's Only) The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement 7 CFR Part 210.16(c)(1).
- B. All records relating to the Contract, including subsequent renewal Terms, if applicable, are the property of the SFA/Sponsor and shall be maintained in original form on SFA/Sponsor premises for the duration of the Contract. At any time during the Contract, the SFA/Sponsor reserves the right to require the FSMC to surrender all records relating to the Contract to the SFA/Sponsor within 30 days of such request 7 CFR Part 210.16(c)(1).

Such records shall include, but are not limited to:

- All data materials, and products created by the FSMC on behalf of the SFA/Sponsor and in furtherance of the Services
 - Production records, including quantities and amounts of food used in preparation of each meal and food component of menus
 - Standardized recipes and yields from recipes
 - Processed product nutritional analysis
 - Dates of preparation of meals
 - Number of meals and locations where meals were delivered
 - Signed delivery slips
 - Nutritional content of individual food items and meals as delivered
 - Bills charged to SFA/Sponsor for meals delivered under this contract including the credit of USDA commodities where applicable
 - Inventory records
 - Food and proposal specifications
 - All documents and records as noted in this *Request for Proposal and Contract*
- C. Completed participation records, including claim information, shall be submitted to the SFA/Sponsor no later than the third working day succeeding the week in which services were rendered. SFA's must receive participation records and claim information by eligibility category.
 - D. (SFAs Only) The SFA shall perform edit checks on the participation records provided by the FSMC no later than the fifth working day succeeding the week in which services were rendered.
 - E. Upon expiration or termination of the Contract, the FSMC shall surrender all records as noted above, relating to the initial Contract and all subsequent renewal Terms, if applicable, to the SFA/Sponsor within 30 days of the Contract expiration or termination.
 - F. The SFA/Sponsor shall retain all records relating to the initial Contract and all subsequent renewal Terms for a period of three years either from the date the final Contract renewal Term has expired, receipt of the final payment under the contract is recorded, or after the SFA/Sponsor submits the final Claim for Reimbursement for the final fiscal year of the contract (7 CFR Part 210.23 (c)).
 - G. The FSMC shall provide the SFA(Sponsor) with a year-end statement.
 - H. The SFA/Sponsor shall conduct an internal audit of food, labor, meal requirements, meal equivalent calculations and other large expense items quarterly as well as performing random audits on smaller expense categories.
 - I. The SFA/Sponsor and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's/Sponsor's single audit.

- J. The FSMC will make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State agency, USDA and Comptroller General. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. 2 CFR Part 210.23(c) and 2 CFR Part 200.333(a)."
- K. The FSMC shall not remove federally required records from SFA/Sponsor premises upon contract termination.

ix. Employees

- A. The SFA/Sponsor must designate if **CURRENT** SFA/Sponsor employees, including site and area managers as well as any other staff, will be retained by the SFA/Sponsor or be subject to employment by the FSMC. This must agree with the information reported on Attachment A and Attachment B.
Employees retained by:

☐ SFA/Sponsor (See Attachment A)

☐ FSMC (See Attachment B)

☐ Both SFA/Sponsor and FSMC

- B. The FSMC shall provide the SFA/Sponsor with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal on Attachment B. Specific locations and assignments will be provided to the SFA/Sponsor two full calendar weeks prior to the commencement of operation. **Failure of the FSMC to complete Attachment B and D constitutes a non-responsive bid.**
- C. The SFA/Sponsor shall have final approval regarding the hiring and termination of the FSMC's site manager, if applicable.
- D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA/Sponsor-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.

The FSMC shall be responsible for training all employees prior to active employment. The topics must include but are not limited to the following::

- Menu Pattern Requirements for applicable programs
- Offer Versus Serve
- Recordkeeping (as applicable to the employee)
- HACCP Plan
- Meal Counting and Claiming

The FSMC shall be responsible for providing the agenda and sign-in sheet to the SFA upon hire of new employees and annually for all employees. **The FSMC is responsible for ensuring that all employees have received the required annual trainings/hours as required by USDA. The FSMC shall be responsible for the completion of a Professional Standards Tracking tool for all FSMC employees.**

- E. The FSMC shall provide Workers' Compensation coverage for all its employees.
- F. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's/Sponsors premises as established by the SFA/Sponsor and which are furnished in writing to the FSMC.
- G. Staffing patterns, except for the site manager, shall be mutually agreed upon.

- H. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
- I. The SFA/Sponsor shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.
- J. The SFA/Sponsor may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws.
- K. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- L. All SFA, Sponsor, and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire safety devices in the kitchen and cafeteria areas.
- M. The FSMC shall conduct civil rights training for all food service employees, including front-line staff, upon hire, and on an at least an annual basis. Civil rights training must include:
 - Collection and use of data,
 - Effective public notification systems,
 - Complaint procedures
 - Compliance review techniques,
 - Resolution of noncompliance,
 - Requirements for reasonable accommodation of persons with disabilities
 - Requirements for language assistance
 - Conflict resolution, and
 - Customer service.
- N. The FSMC shall conduct a security check on each prospective employee working with the program prior to employment of such person. The security check must include submission of the prospective employees fingerprints in a form acceptable to the Louisiana Bureau of Criminal Identification and Information (Reference R.S. 17.15 (B)).

x. Monitoring

- A. (SFAs only) The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulation 7 CFR Part 210.16(a)(3). Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1 of each year. . Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under 7 CFR Part 210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the State agency under §210.7(c) of this part and that the counting system, as implemented, yields the actual number of reimbursable free, reduced price and paid lunches, respectively, served for each day of operation 7 CFR Part 210.8(a)(1).
 - i. (SFAs only) The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, the state agency, and the SFA upon request for the purpose of auditing, examination, and review.
 - ii. The SFA/Sponsor as a SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for preapproval and during operation of the program.

xi. Use of Advisory Group/Menus

- A. (SFAs Only) The SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of the SFA advisory board composed of student, teachers, and parents to assist in menu planning. The SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR Part 210.16{a}{8})
- B. (SFAs Only) The FSMC must comply with the food specifications (Attachments L, and M1-M-8) developed by the SFA for the NSLP. The FSMC must also comply with the 21-day menu cycles as specified by the SFA/Sponsor for the NSLP, SBP, ASSP, SFSP, CACFP, and included in Request for Proposal/Contract. Any changes made by the FSMC after the first initial menu cycle for the NSLP, SBP, SFSP, CACFP, and/or ASSP may be made only with written approval of the SFA.

xii. Use of Facilities, Inventory, Equipment, and Storage

- A. The SFA/Sponsor will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
- B. **The ☐ SFA/Sponsor or ☐ FSMC** shall provide all equipment to hold and serve the meals.
- C. The SFA/Sponsor reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the CNP.
- D. The FSMC and the SFA/Sponsor shall inventory the equipment owned by the SFA/Sponsor at the beginning of the school year, including (but not limited to) silverware, trays, chinaware, glassware, and/or kitchen utensils. The FSMC will be responsible for correcting any discrepancies that are not the result of normal wear and tear within 30 days of the end-of-the-school-year inventory.
- E. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA/Sponsor.
- F. The SFA/Sponsor will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- G. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods (SFAs Only) in conformance with the SFA's agreement with the state agency.
- H. The FSMC shall provide the SFA/Sponsor with one set of keys for all food service areas secured with locks.
- I. (SFAs Only) The SFA shall provide the FSMC with local telephone service.
- J. The SFA/Sponsor shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- K. (SFAs Only) The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- L. All food preparation and serving equipment owned by the SFA/Sponsor shall remain on the premises of the SFA/Sponsor.
- M. The SFA/Sponsor shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA/Sponsor premises.

- N. The FSMC shall notify the SFA/Sponsor of any equipment belonging to the FSMC on the SFA/Sponsor premises within 10 days of its placement on the premises.
- O. The SFA/Sponsor shall have access, with or without notice, to all of the SFA's/Sponsor's facilities used by the FSMC for the purposes of inspection and audit.
- P. The FSMC shall not use the SFA's/Sponsor's facilities to produce food, meals, or services for other organizations without the approval of the SFA/Sponsor. If such usage is mutually acceptable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA/Sponsor for such facility usage. The SFA must submit this written agreement to the State Agency before receiving approval of the FSMC contract.
- Q. The FSMC shall surrender to the SFA(Sponsor), upon termination of the contract, all equipment and furnishings in good repair and condition, reasonable wear and tear excepted.

xiii. Purchases

If the FSMC is procuring goods or services which are being charged to the SFA/Sponsor under the contract outside of the fixed price per meal (i.e. equipment), the FSMC is acting as an agent for the SFA/Sponsor and must follow the same procurement rules under which the SFA/Sponsor must operate and the FSMC may not serve as a vendor. Any rebates, discounts, and applicable credits associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA/Sponsor.

Any purchase of food must meet the specifications listed in Attachment L.

(SFAs Only) The FSMC will buy the beginning inventory, exclusive of commodities, from the SFA.

xiv. Sanitation

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA/Sponsor.
- B. The SFA/Sponsor shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated in Attachment J.
- D. The FSMC shall operate and care for all equipment and food service areas in a clean safe, and healthy condition in accordance with the standards acceptable to the SFA/Sponsor and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
- E. The SFA/Sponsor shall clean ducts and hoods above the filter line.
- F. The SFA/Sponsor shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.
- H. The FSMC shall prepare a sample plate that includes all potentially hazardous foods served. The sample shall be maintained under refrigeration for 48 hours at the school site.

xv. Licenses, Fees, and Taxes

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees; the FSMC shall hold the SFA/Sponsor harmless for all claims arising from payment of such taxes and fees.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall provide the SFA with a copy of all Permits to Operate and health inspections received from the Louisiana Department of Health in a timely manner.
- D. The FSMC shall comply with all SFA/Sponsor building rules and regulations.

xvi. Non-discrimination

Both the SFA/Sponsor and the FSMC agree that no child who participates in the NSLP, SBP, ASSP, CACFP, or SFSP program will be discriminated against on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity.

xvii. Emergency Closing

- A. The SFA/Sponsor shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. (SFAs Only) The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency conditions.

xvii. Terms and Termination (To be reviewed and approved by the SFA's School Board Attorney)

- A. The contract between a school food authority and food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. Either party may cancel for cause with 60-day notification (7 CFR Part 210.16(d), Appendix II of 2 CFR Part 200 (B)).

Non-Performance/Breach of Contract

In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA/Sponsor shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate (Appendix II of 2 CFR Part 200(A)).

In the event either party commits a material breach, the nonbreaching party may terminate this agreement for cause by giving 60 days written notice. If the breach is remedied prior to the proposed termination date, the nonbreaching party may elect to continue this agreement.

If through any cause, the FSMC shall fail to fulfill in a timely and proper manner, the obligations under this agreement, the SFA shall there upon have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof.

The FSMC shall pay the SFA/Sponsor the full amount of any meal over claims which are attributable to the FSMC's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal contracts. The SFA/Sponsor may terminate this contract for breach/neglect as determined by the SFA/Sponsor with written notification to the FSMC for failure of the FSMC to maintain accurate records (7 CFR Part 210.16 (d)).

Notwithstanding the breaching provision above, the SFA/Sponsor may terminate this contract for breach/neglect as determined by the SFA/Sponsor with written notification to the FSMC when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by the contract, failure to provide required information/statements in the required time frame outlined in this RFP, or failure to maintain quality of service at a level satisfactory to the SFA/Sponsor. The SFA/Sponsor is the responsible authority without recourse to FNS or the state agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to local, state, or federal authority that has proper jurisdiction.

At any time, because of circumstances beyond the control of the SFA/Sponsor as well as the FSMC, the FSMC or the SFA/Sponsor may terminate the contract by giving **30 days** written notice to the other party.

Neither the FSMC nor the SFA/Sponsor shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, flood, acts of God, or for any acts not within the control of the FSMC or the SFA/Sponsor, respectively, and which, by the exercise of due diligence, it was unable to prevent.

Disqualifying a Bidder (R.S. 38:2212)

A vendor who fails to satisfactorily meet the terms of this contract may be disqualified from future bid awards. If a School Food Authority has problems with the FSMC/Vended Meals company, the following steps will be taken:

- a. The SFA/Sponsor will document the problem, noting the date and writing an accurate description of the problem.
- b. The vendor will be notified by telephone or email of the problem and how the problem should be corrected.
- c. The SFA/Sponsor will maintain a record of the dates of all telephone calls and emails as well as the information discussed.
- d. If the problem is not resolved, the SFA/Sponsor will give the vendor written notification of the problem, indicating that immediate correction is expected and that failure to do so will be considered a breach of contract and could result in the cancellation of the contract.
- e. If cancellation of the contract becomes necessary, the SFA/Sponsor will provide written notice of the proposed action to the vendor. Reasons for the proposed action will be included. If the contract is not canceled, the SFA/Sponsor may disqualify the vendor from future bidding.
- f. A bidder disqualified for lack of responsibility will be notified in writing and given an opportunity for a hearing. If the SFA is rejecting a bid because of unresponsiveness, the bidder will be informed of why the bid was rejected.

xviii. Certification

- A. The FSMC has signed the *Certification of Independent Price Determination*, Attachment U, which was attached to the FSMC's proposal and which is incorporated herein by reference and made a part of this contract.
- B. The FSMC has signed the *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment V, which was attached to the FSMC's proposal and is incorporated and made a part of this contract. This is required of contracts of \$25,000 or more. (Appendix II of 2 Part CFR 200 (H)).
- C. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive

Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), (Appendix II of 2 Part CFR 200 (G)).

- D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award (Appendix II of 2 Part CFR 200 (I)).

The FSMC has signed the Lobbying Certification, Attachment W which is attached to the FSMC's proposal and which is incorporated and made a part of this contract. If applicable, the FSMC has also completed and submitted Standard Form-LLL, *Disclosure Form to Report Lobbying*, (Attachment X, or will complete and submit as required in accordance with its instructions included in Attachment Y).

xix. Miscellaneous

- A. The FSMC shall comply with the provisions of the proposal specifications, which are hereby in all respects made a part of this contract.
- B. (SFAs Only) No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA/Sponsors are to be used.
- E. Payments on any claim shall not preclude the SFA/Sponsor from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- F. The SFA/Sponsor shall be responsible for ensuring the resolution of program review and audit findings.
- G. This contract is subject to review and approval by the state agency.

xx. Insurance

- A. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Louisiana. **A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.** The information below must be completed by the SFA/Sponsor.
- B. 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

- C. Automobile Liability: \$ Combined Single Limit
- D. Workers' Compensation – Statutory; Employer's Liability - \$
- E. Excess Umbrella Liability: \$ Combined Single Unit
- F. The SFA/Sponsor shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the SFA/Sponsor for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- G. The contract of insurance shall provide for notice to the SFA/Sponsor of cancellation of insurance policies 30 days before such cancellation is to take effect.

xxi. Optional Requirements to Be Included-SFAs Only

To be completed by the SFA

- A. The following provisions ☐will ☐will not apply to FSMC investment (to be completed by the SFA):

1. **The FSMC ☐may or ☐may not** purchase equipment for the food service program in an amount **not to exceed \$** . The FSMC shall be subject to the same procurement requirements to which the district is subject in any procurement action and may not serve as a vendor when procuring on behalf of the school food service. The district shall repay at the rate specified when the equipment was purchased, which shall be charged to the district as an Operating Expense of the food service program. Ownership of the investment will vest in the district upon full payment of the purchase price to the FSMC. Upon such payment, the FSMC shall deliver a Bill of Sale evidencing transfer of title to the equipment to the district. Any equipment costing \$2,500 or more must be approved by the state agency.

If the Agreement expires or is terminated prior to the complete repayment of the investment, the district shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Agreement, either (SFA must mark appropriate box):

- a. ☐ **Reimburse the FSMC the unpaid portion of the investment**

OR

- b. ☐ **Deliver the equipment or other items funded by the investment to the FSMC**

OR

- c. ☐ **Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay the FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, the district's obligation under the Lease Purchase Agreement with the FSMC shall be subject to the district's ratification of the rental agreement for each ensuing fiscal year.**

- B. Except as otherwise expressly provided in this contract, the FSMC will defend, indemnify, and hold the SFA/Sponsor harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the sole negligence, misconduct, or other fault of the FSMC, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of the SFA/Sponsor, its employees or agents. This clause shall survive termination of the Agreement.
- C. The SFA/Sponsor and the FSMC shall work together to ensure a financially sound operation.
- D. Assumptions. Financial terms of the Agreement are based upon existing conditions and the following

assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, the contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

- The district's policies, practices and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals.
- Legislation, regulations, and reimbursement rates that create changes in the program shall remain materially consistent throughout the year.
- (SFA's Only)-Usable commodities, of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
- Meal components and quantities required by the program (NSLP, SBP, ASSP, SFSP, CACFP) remain consistent with prior years.
- Service hours, service requirements, and type or number of facilities selling food and/or beverages on the SFA/Sponsor premises shall remain materially consistent throughout the year.
- The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
- **The projected number of full feeding days are:** .
- Revenue credited to the food service program shall include all state and federal amounts received specifically for child nutrition operations.

The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decreases the net revenue derived from the food service operations.

xxii. Trade Secrets and Proprietary Information

- A. During the term of the Agreement, the FSMC may grant to the SFA/Sponsor a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC's business operations (trade secrets). The SFA/Sponsor shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The district shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Agreement. The district shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the SFA/Sponsor, the SFA/Sponsor specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA/Sponsor. Furthermore, the district's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA/Sponsor shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The SFA/Sponsor's obligations under this section are subject to its obligations under the Louisiana Open Records Act. This provision shall survive the termination of the Agreement.
- B. Any discovery, invention, software, or programs paid for by the SFA/Sponsor shall be the property of the SFA/Sponsor to which the state agency and USDA shall have unrestricted rights.

xxiii. SFSP

- A. In the event that the FSMC provides management services for the Summer Food Service Program (SFSP) at any of the SFA's/Sponsor Food Service locations, SFA/Sponsor and FSMC agree to comply with all regulations set forth in 7 CFR Part 225, Summer Food Service Program Regulations, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program.
- B. The SFA/Sponsor shall immediately correct any problems found as a result of a health inspection and Shall submit written documentation of the corrective action implemented within two weeks of the citation.
- C. The FSMC must comply with the 21-day menu cycle developed by the SFA/Sponsor for the SFSP (Attachments Q1-Q2) and include it in the RFP unless SFA authorizes FSMCs to provide a menu with The proposal. The SFA/Sponsor shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA/Sponsor shall inform the state agency of menu changes for the SFSP.
- D. Bonding Requirements for the SFSP Program: Food Service Management Companies only. It is not required when utilizing a Vended Meals RFP/Contract.

Bid Bond-If FSMCs submit a bid over \$250,000, they must submit a bid bond in an amount of (not less than 5 percent and no more than 10 percent of the value of the contract for which the bid is made, as determined by the sponsor) and specified in the RFP. FSMCs are prohibited from posing any alternative forms of bid bonds (Memo SFSP 06-2019). Cash, certified checks, letters of credit, and escrow accounts, are not acceptable substitutes for bid bonds. The bond must be from one of the surety companies listed in the most recent issue of the United States Department of Treasury (TRE) Circular 570.

Performance Bond-When a FSMC and a sponsor enter into one or more contracts exceeding \$250,000, the sponsor shall obtain a performance bond from the FSMC in an amount not less than 10% nor more than 25% of the value of the contract for which the bid is made. Any FSMC which enters into more than one contract with any one sponsor shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$250,000. Food service management companies shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or State agency shall allow food service management companies to post any "alternative" forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts (7 CFR 225.15(m)(6-7)). The state agency has determined that a Performance Bond is to be 10% of the value of the contract/s.

xxiv. CACFP

- A. In the event that the FSMC provides management services for the Child and Adult Care Food Program (CACFP) at any of the SFA's/Sponsor Food Service locations, SFA/Sponsor and FSMC agree to comply with all regulations set forth in 7 CFR Part 226, Child and Adult Care Food Program Regulations, and all other Federal and State laws (including IRS), regulations, policies, instructions and requirements established for this Program.
- B. The FSMC must comply with the 21-day menu cycle developed by the SFA/Sponsor for the SFSP (Attachments S1-S2) and included in the RFP unless the SFA authorizes the FSMC to include a menu in the proposal. The SFA/Sponsor shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

Projected Operations – Revenue
For Programs and Sites to be Contracted
 (To be completed by SFA/Sponsor)
In-School Revenue from Meal Payments

Based on	Days of Service					
Breakfast:		Meals	Student Price			Total
Elementary Full Price	#		X	=	\$	
Secondary Full Price	#		X	=	\$	
Reduced Price	#		X	=	\$	
Adult	#		X	=	\$	
Contract	#		X	=	\$	
Subtotal Breakfast						\$
Lunches:						
Elementary Full Price	#		X	=	\$	
Secondary Full Price	#		X	=	\$	
Reduced Price	#		X	=	\$	
Adult	#		X	=	\$	
Contract	#		X	=	\$	
Subtotal Lunches						\$
After School Snack-NSLP:						
Full Price	#		X	=	\$	
Reduced Price	#		X	=	\$	
Adult	#		X	=	\$	
Contract	#		X	=	\$	
Subtotal Snack						\$
Special Functions (Catering)	#	X		=		\$
Extra sales, if applicable						\$
Concession Revenue, if applicable						\$
Vending Machine Sales Total Revenue						\$
TOTAL IN-SCHOOL REVENUE =						\$

Projected Operations - Revenue, Page 2

(To be completed by SFA/Sponsor)

Federal Reimbursement

Based on	Days of Service				
Breakfast:		Meals	Rate		Total
Free	#	X	=	\$	
Free, Severe Need	#	X	=	\$	
Reduced Price	#	X	=	\$	
Reduced Price Severe Need	#	X	=	\$	
Full Price	#	X	=	\$	
Total Breakfast					\$
Lunch:					
Free	#	X	=	\$	
Reduced Price	#	X	=	\$	
Full Price	#	X	=	\$	
Total Lunch					\$
After-School Snack Program:					
Free	#	X	=	\$	
Reduced Price	#	X	=	\$	
Full Price	#	X	=	\$	
Total Snacks					\$
CACFP					
At-Risk Supper	#	X	=	\$	
At-Risk Snack	#	X	=	\$	
Total CACFP					\$

	Meals	Rate	Total	
SFSP	#	X	=	\$
Breakfast				
Lunch/Supper	#	X	=	\$
Snacks	#	X	=	\$
Total SFSP				\$
TOTAL FEDERAL REIMBURSEMENT				\$

TOTAL IN-SCHOOL REVENUE	=	\$
TOTAL FEDERAL REIMBURSEMENT	=	\$
TOTAL STATE REIMBURSEMENT	=	\$
TOTAL REVENUE	=	\$

Proposal Summary and Agreement Page

SFA Name

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning (Date) _____, and ending (Date) _____, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the offeror and the school food authority (SFA)/Sponsor.

The offerer certifies that all terms and conditions within the proposal shall be considered a part of the contract as of incorporated therein.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

The offeror shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

The conversion factor for calculating meal equivalents for breakfast and snack is the factor utilized most commonly when calculating Meal Equivalents (.67 for breakfast and .33 for snack). Source: Essential KPIs for School Nutrition Success, Institution of Child Nutrition.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

MEAL	UNITS(1)	RATE(2)	TOTAL(3)
Reimbursable Lunch			
Reimbursable Breakfasts (price is 67% of the price of lunch)			
Reimbursable After-School Snack (price is 33% of the price of lunch)			
Reimbursable Summer Lunches/Suppers (equal to reimbursable lunch)			
Reimbursable Summer Breakfasts (price is 67% of the price of lunch)			
Reimbursable Summer Snack (price is 33% of the price of lunch)			
Reimbursable CACFP Snack (price is 33% of the price of lunch)			
Reimbursable CACFP Supper (equal to reimbursable lunch)			
Estimated Extra Sale Revenue/Total Lunch Equivalent Rate (does not include sale of adult meals)			
TOTAL ESTIMATED AMOUNT OF PROPOSAL			

¹ To be completed by SFA/Sponsor

² All rates to be completed by FSMC

³ To be completed by FSMC - all totals must be carried out to the second decimal place and must not be rounded

*No items sold to the SFA by the FSMC can be charged a rate other than the rates on this Proposal Agreement Page

Name of the FSMC²

Street Address ²

City ²

State²

Zip Code²

By submission of this proposal, the offeror certifies that in the event the offeror receives an award under this solicitation, the FSMC shall operate in accordance with all current applicable state and federal regulations.

Date ²

Signature of FSMC's Authorized Representative ²

Title ²

ACCEPTANCE OF THE CONTRACT:

Name of School Food Authority/Sponsor ¹

Date ¹

Signature of Authorized SFA/Sponsor Representative ¹

Title

ATTACHMENT B: LABOR WORK SHEET – FSMC

(This is a required form to be completed by the FSMC for FSMC employees)

Pay rates for the year _____ - _____

[illegible]

NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

ATTACHMENT C: FRINGE BENEFIT COST WORK SHEET – SFA/SPONSOR

(To be completed by the SFA/Sponsor for the SFA/Sponsor employees. ☐ NA (Check if not applicable)

List Annual Cost for the Year -

[illegible]

If Workers' Compensation cost is charged to food service, what is percentage? _____%

NOTE: Use actual rates for SFA/Sponsor; do not use a prorated statewide average benefit rate.

ATTACHMENT D: FRINGE BENEFIT COST WORK SHEET - FSMC

(This is a required form to be completed by the FSMC for FSMC employees)

List Annual Cost for the Year -

[illegible]

If Workers' Compensation cost is charged to food service, what is percentage? _____%

NOTE: Use actual rates for FSMC; do not use a prorated statewide average benefit rate.

ATTACHMENT E: SFA WORK SHEET ON LUNCH AVERAGE DAILY PARTICIPATION (ADP)

LUNCH PROGRAM
(To be completed by SFA)

[illegible]

*Do not include Special Functions

ATTACHMENT F: SFA WORK SHEET ON BREAKFAST AVERAGE DAILY PARTICIPATION (ADP)

BREAKFAST PROGRAM
(To be completed by SFA)

[illegible]

¹ Do not include Special Functions

ATTACHMENT G: SFA WORK SHEET ON SNACK AVERAGE DAILY PARTICIPATION (ADP)

AFTER SCHOOL SNACK PROGRAM
(To be completed by SFA)

☐ **NA (Check if not applicable)**[illegible]

¹ Do not include Special Functions

ATTACHMENT H: SFA/SPONSOR WORK SHEET ON SFSP AVERAGE DAILY PARTICIPATION (ADP)

(Total number of meals by category served in the previous summer divided by the total operating days for the summer)

Projected Average Number of Meals by Category

SUMMER FOOD SERVICE PROGRAM

(To be completed by the SFA/SPONSOR)

☐ NA (Check if not applicable)

SITE OR SCHOOL	REIMBURSABLE BREAKFASTS	REIMBURSABLE LUNCHES	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
TOTALS				

ATTACHMENT I: SFA/SPONSOR WORKSHEET-CACFP AVERAGE DAILY PARTICIPATION (ADP)

(Total number of meals by category served in the previous summer divided by the total operating days for the summer)

Projected Average Number of Meals by Category

CACFP PROGRAM

☐ NA (Check if not applicable)

(To be completed by the SFA/SPONSOR)

[illegible]

ATTACHMENT J: SFA/SPONSOR SITE/BUILDING LISTING – GENERAL DATA

(To be completed by the SFA/Sponsor)

[illegible]

¹ List grade groups that have access to meal service.

² Indicate if site or school prepares meals on site or if meals are satellited in bulk or pre-plated.

ATTACHMENT K: SFA/SPONSOR SITE/BUILDING LISTING – SERVICES TO BE PROVIDED

(To be completed by the SFA/Sponsor-Place an X in the field to indicate the services to be provided at each school)

SITE OR SCHOOL Page 1	BREAKFAST					LUNCH					SNACK	SFSP	CACFP	CACFP	VEND ING	CONCE SSIONS	CATER
	MEAL 1	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS	MEAL 1	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS			At-Risk Supper	At-Risk Snack			

¹ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.

ATTACHMENT K: SFA/SPONSOR SITE/BUILDING LISTING – SERVICES TO BE PROVIDED

(To be completed by the SFA/Sponsor-Place an X in the field to indicate the services to be provided at each school)

SITE OR SCHOOL Page 2	BREAKFAST					LUNCH					SNACK	SFSP	CACFP	CACFP	VEND ING	CONCE SSIONS	CATER
	MEAL 1	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS	MEAL 1	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS			At-Risk Supper	At-Risk Snack			

¹ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.

ATTACHMENT L: BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name _____

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods.

“Domestic” is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all component items bid by the company that do not meet the definition of “domestic”. This document must be included as a part of the bid. This document is provided in Microsoft Word format so the vendor may add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
<input type="checkbox"/>	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input type="checkbox"/>	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes <input type="text"/>% U.S. Content. The product is grown in <input type="text"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes <input type="text"/>% U.S. Content. The product is grown in <input type="text"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Price of Non-Domestic Product Per Unit</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="checkbox"/> / <input type="checkbox"/> Price of Price of Non-Domestic Product Per Unit</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Price of Non-Domestic Product Per Unit</p>
	<p>This product includes <input type="checkbox"/> % U.S. Content. The product is grown in <input type="checkbox"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Price of Non-Domestic Product Per Unit</p>

ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

Company Name: _____

Signature: _____ Title: _____ Date: _____

SPONSOR APPROVAL

The sponsor must approve all non-domestic agricultural products that will be awarded under this contract. The sponsor is responsible for determining if the information provided by the vendor is true and correct.

Authorized Representative Name: _____ Title: _____

Sponsor Name: _____ Date Approved: _____

ATTACHMENT M: MEAL PATTERN REQUIREMENTS AND NUTRITION STANDARDS

Meals must meet meal pattern requirements as outlined in the following attachments:

Attachment M1 – The New Meal Patterns: What You Need to Know

Attachment M2 – New Meal Patterns and Dietary Specifications

Attachment M3 – Final Rule Implementation Timeline

Attachment M4 – Sodium Reduction Timeline and Amount

Attachment M5 – Vegetable Subgroup Guidance

Attachment M6 – After School Snack Meal Pattern

Attachment M7 – Summer Food Service Program Menu Patterns

Attachment M8 – Grains/Bread Requirements

Attachment M1 -The New School Meal Patterns: What You Need to Know

Beginning in school year 2012-2013, schools, institutions, and food service management companies participating in the National School Lunch and Breakfast Programs are **required to** comply with the provisions outlined in the Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs which was published in the Federal Register on January 26, 2012. The final rule and Question and Answer guidance have been posted on the Child Nutrition Program Website. Links to the documents can be accessed from the homepage at <http://cnp.doe.louisiana.gov>. The final rule:

- Ensures students are offered both fruits and vegetables every day of the week;
 - Substantially increases offerings of whole grain-rich foods;
 - Offers only fat-free or low-fat milk varieties;
 - Limits calories based on the age of children being served to ensure proper portion size; and
 - Increases the focus on reducing the amounts of saturated fat, trans fats, and
- Menu Planning
 - The rule established Food Based Menu Planning as the single menu planning approach for the National School Lunch Program (NSLP) as of SY 2012-2013.
 - Meals are to be planned using groups of grades K-5, 6-8, K-8, and 9-12.
 - The rule established Food Based Menu Planning as the single menu planning approach for the School Breakfast Program (SBP) as of SY 2013-2014.
 - Meals are to be planned using groups of grades K-5, 6-8, K-8, and 9-12.
 - 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).
 - Foods of minimal nutritional value and fluid milk with a fat content greater than 1% milk fat are not allowed.

Fruits and Vegetables

- The rule established fruits and vegetables as separate food components.
- Fruit is required at lunch.
- Schools are required to offer 1 cup of fruit daily at breakfast. If the FSMC plans to offer 2-1/2 cup servings of fruit instead of 1-1 cup serving, there must be signage that informs the students that they may have 2 fruits.
- Schools are required to offer 1 cup of fruit daily at lunch for the 9-12 age-grade group. If the FSMC plans to offer 2-1/2 cup servings of fruit instead of 1-1 cup serving, there must be signage that informs the students that they may have 2 fruits.

- 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” vegetable subgroups as defined in §210.10(c)(2)(iii).
- The rule requires fruit that is fresh; canned in fruit juice, water, or light syrup; frozen without added sugar; or dried.
- Schools may offer 100 percent juice, but no more than half of the per-meal fruit component may be juice.
- The rule states that “Schools should offer fresh fruit whenever possible.”
- Vegetables are divided into 5 subgroups; dark green, red/orange, bean and peas (legumes), starchy, and other. All subgroups are required to be offered over the course of a week.
- Schools have the option to offer vegetables in place of all or part of the required fruit component, but starchy vegetables may be offered as substitutes only after two cups of non-starchy vegetables have been offered.
- Larger amounts of the vegetable subgroups may be served.
- The “other” vegetable requirement as defined in §210.10(c)(2)(iii)(E) may be met with any additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups
- The rule allows fresh, frozen, and canned vegetables to be used.

Meat

- In the NSLP, the rule requires schools to offer a minimum amount of meat/meat alternate daily (1 oz. equivalent for grades K-8, 2 oz. equivalent for 9-12), and provide a weekly required amount for each age/grade group.
- The rule does not require a daily meat/meat alternate in the SBP.

Whole Grain

- Whole grain is defined as “grains that consist of the intact, ground, cracked, or flaked grain seed whose principal anatomical components – the starchy endosperm, germ, and bran – are present in the same relative proportions as they exist in the intact grain seed.”
- Criteria for Whole Grain-Rich Foods
 - Product must meet the serving size requirements in the Grains/Bread Instruction, **and**
 - Product must meet at least **one** of the following:
 1. Whole grains per serving must be **≥8 grams**
 2. Product includes FDA’s whole grain health claim on its packaging
 3. Product ingredient listing lists whole grain first
- **NSLP – The final rule Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements (FNS-2017-0021)** increases menu planning flexibility in the National School Lunch Program and School Breakfast Program effective School Year 2019-2020. The rule requires whole grain–rich products must make up half of all grain products offered to students.
- The rule states a **whole grain-rich food must contain at least 50 percent whole grains and the remaining grain content of the product must be enriched.**
- USDA states that the industry standard of identity for whole grain product is 16 grams per ounce equivalent.
- Grain-based desserts are limited to 2 per week in the NSLP.

Crediting

- Snack-type fruit products are not permitted as part of the reimbursable meal.
- Under the rule, tomato paste will be credited as a calculated volume based on the whole food equivalency.
- A ¼ cup serving of dried fruit will be equal to ½ cup creditable fruit component.
- A one cup serving 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% full-strength.
- Schools participating in SBP may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. of grains after the minimum daily grains requirement is met.
- The minimum creditable serving of a fruit or vegetable is 1/8 cup.

Sodium

- **NSLP – The final rule Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements (FNS-2017-0021)** The final rule will provide schools in the lunch and breakfast program more time for gradual sodium reduction by retaining Target 1 sodium reductions through the end of the 2023-24 school

year, continuing to Target 2 sodium reduction in the 2024-25 school year and eliminating the final target.

Milk

- The final rule allows only fat-free and low-fat milk in the programs.
- **NSLP – The final rule Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements (FNS-2017-0021)** broadens milk options in the National School Lunch Program and School Breakfast Program by allowing local operators to permanently offer flavored, low-fat milk.

Offer versus Serve

- The final rule requires the reimbursable lunch selected by a student to include a fruit. This rule became effective in SY 2012-2013.
- In the SBP, this requirement became effective in SY 2013-2014.
- The final rule allows students to take ½ cup of a fruit or a vegetable, rather than the full component, to have a reimbursable meal.
- If only three items are offered at breakfast, students must take all the food items to preserve the nutritional integrity of the breakfast.

Saturated Fat and Trans Fat

- The final rule implements a saturated fat limit of less than 10 percent of all calories, based on an average over the week. This is the same saturated fat restriction currently in place in the NSLP and SBP.
- Trans fat should be 0 grams, based on an average over the week. In SBP, this trans fat specification **took** effect in SY 2013-2014.

Calories

- The rule implements a minimum and maximum calorie level for each grade group, to be met on average over the course of the week.
- In the NSLP, the calorie limits for each age/grade group are as follows:
 - Grades K-5 – 550-650;
 - Grades 6-8 – 600-700; and
 - Grades 9-12 – 450-600.
- In the SBP, calorie limits **were** implemented in SY 2013-2014. The limits are as follows:
 - Grades K-5 – 350-500
 - Grades 6-8 – 400-550; and
 - Grades 9-12 – 450-600.

Fortification

- The final rule does not permit the use of formulated grain-fruit products to meet the grain and fruit components in the SBP.
- This rule does not prohibit the use of fortified cereals or cereals with fruit.

Attachment M2 - New Meal Patterns and Dietary Specifications

The following meal patterns must be implemented in SY 2012-2013 for the NSLP, and phased-in the SBP as specified in the footnotes and regulatory text.

	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
Meal Pattern	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c, d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) ^{c, d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green ^f	0	0	0	½	½	½
Red Orange ^f	0	0	0	¾	¾	1 ¼
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 Veg to Reach Total ^h	0	0	0	1	1	1 ½
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 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} (Target 1)	≤540	≤600	≤640	≤1230	≤1360	≤1420
Trans fat ^{n, o}	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans</u> fat 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 1/8 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% 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 for the SBP (5 cups per 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 purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and 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 and SBP.

^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 2024-25 or July 1, 2024.

Attachment M4 - Sodium Reduction Timeline and Amount

Age/Grade Groups	Target 1: Effective through (SY 2023-24) mg	Target 2: Effective (SY 2024-25) mg
SCHOOL BREAKFAST PROGRAM		
K-5	≤540 (25.5% of UL)	≤485 (22.6% of UL)
6-8	≤600 (24.3% of UL)	≤535 (21.4% of UL)
9-12	≤640 (24.8% of UL)	≤570 (21.7% of UL)
NATIONAL SCHOOL LUNCH PROGRAM		
K-5	≤1230 (49.2% of UL)	≤935 (49.2% of UL)
6-8	≤1360 (47.0% of UL)	≤1,035 (47.0% of UL)
9-12	≤1420 (47.0% of UL)	≤1,080 (47.0% of UL)

Attachment M5 - Vegetable Subgroup Guidance

Vegetables are organized into 5 subgroups, based on their nutrient content. Commonly eaten vegetables in each subgroup are listed below.

- **Dark Green Vegetables**

- bok choy
- broccoli
- collard greens
- dark green leafy lettuce
- kale
- mesclun
- mustard greens
- romaine lettuce
- spinach
- turnip greens
- watercress

- **Starchy Vegetables**

- cassava
- corn
- fresh cowpeas, field peas,
- black-eyed peas (not dry)
- green bananas
- green peas
- green lima beans
- plantains
- potatoes
- taro
- water chestnuts

- **Red & Orange Vegetables**

- acorn squash
- butternut squash
- carrots
- hubbard squash
- pumpkin
- red peppers
- tomatoes
- tomato juice

- **Beans and Peas**

- black beans
- black-eyed peas (mature, dry)
- garbanzo beans (chickpeas)
- kidney beans
- lentils
- navy beans
- soy beans
- split peas
- white beans

- **Other Vegetables**

- artichokes
- asparagus
- avocado
- bean sprouts
- beets
- Brussel sprouts
- cabbage
- cauliflower
- celery
- cucumbers
- eggplant
- green beans
- green peppers
- iceberg (Head) lettuce
- mushrooms
- okra
- parsnips
- turnips
- wax beans
- zucchini

Optional Food Quality Standards

The School Food Authority may adopt the following Optional Food Quality Standards. The SFA is to check any of the standards below they wish to include in their food specifications.

- ☐ Two varieties of fruit must be used at breakfast to comprise the one cup of fruit offered for all grade groups
- ☐ Fresh or frozen fruits and vegetables served at lunch each day. There should be no additives. No canned fruits or vegetables to be used.
- ☐ No fruit juice may be served at the lunch meal.
- ☐ Meals must reflect variety over the week.
- ☐ A daily Vegetarian Lunch Entrée Option must be provided if the entrée on the menu is not Vegetarian
- ☐ All grain products served must meet the whole grain-rich requirements (8.0 grams per oz equivalent).
- ☐ Whole grains must be first in the product ingredient list.
- ☐ No mechanically separated meat allowed.
- ☐ Processed cheese with additives and fillers (ex: American cheese) are not allowed.
- ☐ All milk served must be rBST or rGBH free as declared by the manufacturer.
- ☐ Only products with little added and natural sugar are allowed.
- ☐ Deep frying is not allowed.
- ☐ Fresh, less processed food preparation methods are encouraged.

Attachment M6: After School Snack Program

SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK			
Food Components and Food Items ¹	Children Ages 1 and 2	Children Ages 3-5	Children Ages 6-12 ²
Milk			
Fluid Milk ³	4 fl oz (1/2 c)	4 fl oz (1/2 c)	8 fl oz (1 c)
Vegetable or Fruit ²			
Juice ² , fruit and/or vegetable	1/2 c	1/2 c	3/4 c
Grains/Breads ^{4,5}	1/2 oz eq	1/2 oz eq	1 oz eq
Meat/Meat Alternate ^{6,7,8}			
Lean Meat or poultry or fish ⁶ or	1/2 oz	1/2 oz	1 oz
Alternate Protein products ⁷ or	1/2 oz	1/2 oz	1 oz
Cheese or	1/2 oz	1/2 oz	1 oz
Egg (large) or	1/2 large egg	1/2 large egg	1/2 large egg
Cooked dry beans or peas or	1/8 c	1/8 c	1/4C
Peanut or other nuts or seed butters	1 T	1 T	2T
Nuts and/or seeds ⁸ or	1/2 oz ⁸	1/2 oz ⁸	1 oz
Yogurt ⁹	2 oz or 1/4 c	2 oz or 1/4 c	4 oz or 1/2 c

¹Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less the minimum quantities listed in this column.

²Serve two or more kinds of vegetables and/or fruits. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

³Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

⁴Grains/Breads must be whole-grain or enriched, or made from whole-grain or enriched flour or meal that may include bran and germ. Cereal must be whole-grain, enriched, or fortified.

⁵Either volume (cup) or weight (oz), whichever is less.

⁶A serving consists of the edible portion of cooked lean meat or poultry or fish

⁷Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

⁸Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.

⁹Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

Attachment M7: Summer Food Service Meal Patterns

SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL			
FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST SERVE ALL THREE	LUNCH OR SUPPER SERVE ALL FOUR	SNACK SERVE TWO OF THE FOUR
Milk ^{1,2}			
Fluid milk	8 fl oz (1 cup) ¹	8 fl oz (1 cup) ²	8 fl oz (1 cup) ¹
Vegetable or Fruit ^{3,4,5}			
Juice, fruit, vegetable	$\frac{1}{2}$ c ³ (juice must be full-strength)	$\frac{3}{4}$ c ⁴ total of two different items	$\frac{3}{4}$ c ^{3,4} (juice must be full-strength)
Grains/Breads ^{6,7}			
Bread or	1 slice	1 slice	1 slice
Cornbread, or biscuit or roll or muffin or	1 serving	1 serving	1 serving
Cold dry cereal ⁷	$\frac{3}{4}$ c or 1 oz ⁷	N/A	$\frac{3}{4}$ c or 1 oz ⁷
Hot cooked cereal or	$\frac{1}{2}$ c	$\frac{1}{2}$ c	$\frac{1}{2}$ c
Cooked pasta or noodles or grains	$\frac{1}{2}$ c	$\frac{1}{2}$ c	$\frac{1}{2}$ c
Meat/Meat Alternate ^{8,9,10,11,12} Optional			
Lean meat or poultry or fish ⁸ or	1 oz	2 oz	1 oz
Alternate protein products ⁹ or	1 oz	2 oz	1 oz
Cheese	1 oz	2 oz	1 oz
Egg (large) or	$\frac{1}{2}$ large egg	1 large egg	$\frac{1}{2}$ large egg
Cooked dry beans or peas or	$\frac{1}{4}$ c	$\frac{1}{2}$ c	$\frac{1}{4}$ c
Peanut or other nut butters or	2 T	4 T	2 T
Nuts and/or seeds ¹¹	---	1 oz =50% ^{10,11}	1 oz ¹¹
Yogurt ¹²	4 oz ($\frac{1}{2}$ c)	8 oz (1 c)	4 oz ($\frac{1}{2}$ c)

¹ For Breakfast or Snack, fluid milk shall be served as a beverage, or on cereal, or use part of it for each purpose.

² For Lunch or Supper, fluid milk shall be used as a beverage.

³ Fruit or vegetable juice must be full-strength for breakfast and snacks.

⁴ For Lunch or Supper, serve two or more kinds of vegetables and/or fruits, Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

⁵ Juice may not be served to fulfill the supplement requirement, when milk is served as the only other component.

⁶ Grains/Breads must be enriched or whole-grain, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain or enriched or fortified.

⁷ Either volume (cup) or weight (oz) whichever is less.

⁸ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁹ Alternate protein products must meet requirements of Appendix A of 7 CFR Part 225.

¹⁰ Nuts and seeds may meet no more than one-half of the total meat/meat alternate to fulfill the lunch or supper requirement.

¹¹ Nuts and seeds are generally recommended to be served to children ages 1-3 since the present a choking hazard. If served, nuts and seeds should be finely minced.

¹² Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

Attachment M8: Grain/Bread Requirements

The food-based menu planning approach for the National School Lunch Program (NSLP) and the School Breakfast Program contain a grains/bread requirement. This instruction sets forth the foods that meet the grains/breads requirement of meals served in the programs, the criteria to be used to determine crediting and the suggested equivalent minimum serving size for a wide variety of items that meet the grains/bread requirement. This instruction applies to all Child Nutrition Programs.

Criteria for Determining Acceptable Grains/Breads

The following criteria are to be used as a basis for crediting items to meet the grains/breads requirement under the Food-Based Menu Planning Approach:

1. All grains/breads must be enriched or whole grain or 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.
2. The label must indicate the product is enriched or whole-grain, made from enriched or whole-grain meal or flour as well as bran and/or germ, or fortified.
3. The item must be provided in quantities specified in the regulations. One quarter (1/4) of a serving is the smallest amount allowable to be credited toward the minimum quantities of grains/breads specified in program regulations.

Criteria for Whole Grains

- Whole grain is defined as “grains that consist of the intact, ground, cracked, or flaked grain seed whose principal anatomical components – the starchy endosperm, germ, and bran – are present in the same relative proportions as they exist in the intact grain seed.”
- **Criteria for Whole Grain-Rich Foods**
 - Product must meet the serving size requirements in the Grains/Bread Instruction, **and**
 - Product must meet at least **one** of the following:
 1. Whole grains per serving must be **≥8 grams**
 2. Product includes FDA’s whole grain health claim on its packaging
 3. Product ingredient listing lists whole grain first
 4. Product ingredient listing lists whole grain first
 5. **NSLP – The final rule Child Nutrition Programs: Flexibilities for Milk, Whole Grains, and Sodium Requirements (FNS-2017-0021)** increases menu planning flexibility in the National School Lunch Program and School Breakfast Program effective School Year 2019-2020. The rule requires whole grain–rich products must make up half of all grain products offered to students.
 6. NSLP-schools must offer the weekly grain requirements for the age-grade group served.

- SBP – Once schools meet the daily minimum grain quantity required (1 oz. equivalent for all age-grade groups) for breakfast, they are allowed to offer a meat/meat alternate in place of grains.
- **A whole grain-rich food must contain at least 50 percent whole grains and the remaining grain content of the product must be enriched.** Due to difficulties in determining the actual grain content of many grain products, the rule outlines criterion for schools to use to identify whole grain-rich foods.

Criteria for Determining Equivalent Minimum Serving Sizes

The following chart contains the equivalent serving sizes for a wide variety of purchased food items.

In lieu of using the minimum serving sizes listed on the chart, the contribution of grains/breads in a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grain/bread serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. Bran and germ are calculated in the same manner as enriched or whole-grain meal or flour.

For the types of food items listed in Groups H and I of the chart to count as one full serving, the weights and volumes listed therein must be used.

Foods That Qualifies as Grains/Breads

Foods that qualify as grains/breads for the Child Nutrition Programs are foods that are enriched or whole-grain or made from enriched or whole-grain meal or flour. Such foods include, but are not limited to:

- **Breads** that are enriched or whole-grain.
- **Biscuits, bagels, rolls, tortillas, muffins, or crackers** made from whole-grain or enriched meal or flour.
- **Ready-to-eat breakfast cereals** that are whole-grain, enriched, or fortified.
- **Cereals or bread products used as an ingredient in another menu item such as crispy rice treats, oatmeal cookies, or breading on fish or poultry** when they are whole-grain, enriched, or fortified.
- **Macaroni or noodle products (cooked)** made with enriched or whole-grain flour. Enriched macaroni products fortified with protein can be counted to meet either a grain/bread or meat/meat alternate requirement but not as both in the same meal.
- **Sweet foods such as toaster pastries, coffee cake, doughnuts, sweet rolls, cookies, cakes, or formulated grain-fruit products** when made with enriched or whole-grain meal or flour and served as permitted in the chart. When sweet foods are permitted, no more than two grain/bread serving per week may be a dessert.

- **Pie crust** when made from enriched or whole-grain meal or flour and served as permitted in the chart.
- **Non-sweet snack products such as hard pretzels, hard bread sticks, and chips** made from whole-grain or enriched meal or flour.

Grains/Breads for the Food-Based Menu Planning Approaches in the Child Nutrition Programs¹

GROUP A	OZ EQ FOR GROUP A
<ul style="list-style-type: none"> Bread type coating Bread sticks (hard) Chow mein noodles Croutons Pretzels (hard) Stuffing (dry) Note: weights apply to bread in stuffing. 	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz
GROUP B	OZ EQ FOR GROUP B
<ul style="list-style-type: none"> Bagels Batter type coating Biscuits Breads (sliced whole wheat, French, Italian) Buns (hamburger and hot dog) Sweet Crackers ⁴ (graham crackers – all shapes, animal crackers) Egg roll skins English muffins Pita bread (whole wheat or whole grain- rich) Pizza crust Pretzels (soft) Rolls (whole wheat or whole grain-rich) Tortillas (whole wheat or whole corn) Tortillas chips (whole wheat or whole corn) Taco shells (whole wheat or whole corn) 	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz
GROUP C	OZ EQ FOR GROUP C
<ul style="list-style-type: none"> Cookies ³ (plain – includes vanilla wafers) Cornbread Corn muffins Croissants Pancakes Pie crust (dessert pies³, cobbler³, fruit turnovers⁴, and meat/meat alternate pies) Waffles 	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or .3 oz
GROUP D	OZ EQ FOR GROUP D
<ul style="list-style-type: none"> Doughnuts⁴ (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars⁴ (plain) Muffins (all except corn) Sweet Rolls⁴ (unfrosted) Toaster pastry⁴ (unfrosted) 	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz
GROUP E	OZ EQ FOR GROUP E
<ul style="list-style-type: none"> Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or 	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz

<ul style="list-style-type: none"> chocolate pieces) • Cookies³ (with nuts, raisins, chocolate pieces and/or fruit pieces) • Doughnuts⁴ (cake and yeast raised, unfrosted) • French toast • Sweet Rolls⁴ (unfrosted) • Toaster pastry⁴ (unfrosted) 	1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz
GROUP F	OZ EQ FOR GROUP F
<ul style="list-style-type: none"> • Cake³ (plain, unfrosted) • Coffee cake⁴ 	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz
GROUP G	OZ EQ FOR GROUP G
<ul style="list-style-type: none"> • Brownies³ (plain) • Cake³ (all varieties, frosted) 	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz
GROUP H	OZ EQ FOR GROUP H
<ul style="list-style-type: none"> • Cereal Grains (barley, quinoa, etc) • Breakfast cereals (cooked) ^{5,6} • Bulgur or cracked wheat • Macaroni (all shapes) • Noodles (all varieties) • Pasta (all shapes) • Ravioli (noodle only) • Rice (enriched white or brown) 	1 oz eq = 1/2 cup cooked or 1 ounce (28g) dry
GROUP I	OZ EQ FOR GROUP I
<ul style="list-style-type: none"> • Ready to eat breakfast cereal (cold, dry) ^{5,6} 	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cup or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola

¹Some of the following foods or their accompaniments may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

²Allowed only for desserts no more than twice per week and for breakfast

³Allowed for desserts no more than twice per week and for breakfasts

⁴Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP and breakfast served under the SBP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

ATTACHMENT N: PROTOTYPE 21- DAY CYCLE LUNCH MENUS

The prototype cycle lunch menu forms on the following pages can be used. Using the prototype lunch cycle menu forms appropriate to the specific age grade groups of the students within the SFA, include in the Request for Proposal/Contract a 21-day cycle lunch menu prepared by the SFA. The SFA may allow the FSMC to submit their own menus. The menu provided in the proposal must be used for the first 21-day cycle of the new school year.

☐ Check here if the SFA chooses to have each FSMC submit their own menus

Attachment N1 – Prototype Lunch Menus Grades K-5 Week 1 of 21-Day Cycle

Attachment N2 – Prototype Lunch Menus Grades K-5 Week 2 of 21-Day Cycle

Attachment N3 – Prototype Lunch Menus Grades K-5 Week 3 of 21-Day Cycle

Attachment N4 – Prototype Lunch Menus Grades K-5 Week 4 of 21-Day Cycle

Attachment N5 – Prototype Lunch Menus Grades K-5 Week 5 of 21-Day Cycle

Attachment N6 – Prototype Lunch Menus Grades 6-8 Week 1 of 21-Day Cycle

Attachment N7 - Prototype Lunch Menus Grades 6-8 Week 2 of 21-Day Cycle

Attachment N8 - Prototype Lunch Menus Grades 6-8 Week 3 of 21-Day Cycle

Attachment N9 - Prototype Lunch Menus Grades 6-8 Week 4 of 21-Day Cycle

Attachment N10 - Prototype Lunch Menus Grades 6-8 Week 5 of 21-Day Cycle

Attachment N11 - Prototype Lunch Menus Grades K-8 Week 1 of 21-Day Cycle

Attachment N12 - Prototype Lunch Menus Grades K-8 Week 2 of 21-Day Cycle

Attachment N13 - Prototype Lunch Menus Grades K-8 Week 3 of 21-Day Cycle

Attachment N14 - Prototype Lunch Menus Grades K-8 Week 4 of 21-Day Cycle

Attachment N15 - Prototype Lunch Menus Grades K-8 Week 5 of 21-Day Cycle

Attachment N16 - Prototype Lunch Menus Grades 9-12 Week 1 of 21-Day Cycle

Attachment N17 - Prototype Lunch Menus Grades 9-12 Week 2 of 21-Day Cycle

Attachment N18 - Prototype Lunch Menus Grades 9-12 Week 3 of 21-Day Cycle

Attachment N19 - Prototype Lunch Menus Grades 9-12 Week 4 of 21-Day Cycle

Attachment N20 - Prototype Lunch Menus Grades 9-12 Week 5 of 21-Day Cycle

F.A.M.E., Inc. - Board Meeting - Agenda - Saturday April 25, 2020 at 10:00 AM.
Attachment N1 - Prototype Lunch Menus Grades K-5 week 1 or 21-Day Cycle

☐ NA (Check if not applicable)

Grades K-5		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	8-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f At least half of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N2 - Prototype Lunch Menus Grades K-5 Week 2 of 21-Day Cycle

☐ NA (Check if not applicable)

Grades K-5		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	8-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f At least half of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N3 - Prototype Lunch Menus Grades K-5 week 3 or 21-Day Cycle☐ NA (Check if not applicable)

Grades K-5		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	8-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N4 - Prototype Lunch Menus Grades K-5 Week 4 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades K-5		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	8-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger quantities of these vegetables may be served.

^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f At least half of the grains offered must be whole grain-rich.

^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N5 - Prototype Lunch Menus Grades K-5 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-5		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	8-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N6 - Prototype Lunch Menus Grades 6-8 Week 1 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N7 - Prototype Lunch Menus Grades 6-8 Week 2 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 6-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables ^c (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N8 - Prototype Lunch Menus Grades 6-8 Week 3 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N9 - Prototype Lunch Menus Grades 6-8 Week 4 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 6-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N10 - Prototype Lunch Menus Grades 6-8 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 6-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N11 - Prototype Lunch Menus Grades K-8 Week 1 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
$\frac{1}{8} = 0.125$ $\frac{1}{3} = 0.333$ $\frac{2}{3} = 0.666$ $\frac{1}{4} = 0.250$ $\frac{1}{2} = 0.500$ $\frac{3}{4} = 0.750$ $\frac{3}{4} = 0.750$ $\frac{3}{8} = 0.375$ $\frac{5}{8} = 0.625$ $\frac{7}{8} = 0.875$												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N12 - Prototype Lunch Menus Grades K-8 Week 2 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N13 - Prototype Lunch Menus Grades K-8 week 3 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N14 - Prototype Lunch Menus Grades K-8 Week 4 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N15 - Prototype Lunch Menus Grades K-8 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-8		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)											
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											
• Dark Green ^c	0.5											
• Red Orange ^c	0.75											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)											
Meat/Meat Alternate (oz. equivalents)	9-10 (1)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N16 - Prototype Lunch Menus Grades 9-12 Week 1 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N17 - Prototype Lunch Menus Grades 9-12 Week 2 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N18 - Prototype Lunch Menus Grades 9-12 Week 3 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N19 - Prototype Lunch Menus Grades 9-12 Week 4 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents)	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

Attachment N20 - Prototype Lunch Menus Grades 9-12 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Lunch Meal Pattern	Weekly (Daily) Quantity ^a	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^b (cups)	5 (1.0)											
Additional fruit items to meet the total												
Vegetables (cups)	5 (1.0)											
• Dark Green ^c	0.5											
• Red Orange ^c	1.25											
• Beans and Peas (legumes) ^c	0.5											
• Starchy ^c	0.5											
• Other ^{c, d}	0.75											
• Additional Veg to reach total ^e	1.5											
Enriched/Whole Grains (oz. equivalents) ^f	10-12 (2)											
Meat/Meat Alternate (oz. equivalents) ^h	10-12 (2)											
Fluid Milk ^g (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.^b One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.^c Larger quantities of these vegetables may be served.^d This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.^f At least half of the grains offered must be whole grain-rich.^g Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)

ATTACHMENT O: PROTOTYPE 21 DAY CYCLE BREAKFAST MENUS

The prototype cycle breakfast menu forms on the following pages can be used. Using the prototype lunch cycle menu forms appropriate to the specific age grade groups of the students within the SFA, include in the Request for Proposal/Contract a 21-day cycle lunch menu prepared by the SFA. The SFA may allow the FSMC to submit their own menus. The menu provided in the proposal must be used for the first 21-day cycle of the new school year.

☐ Check here if the SFA chooses to have each FSMC submit their own menus

Attachment O1 – Prototype Breakfast Menus Grades K-5 Week 1 of 21-Day Cycle

Attachment O2 – Prototype Breakfast Menus Grades K-4 Week 2 of 21-Day Cycle

Attachment O3 – Prototype Breakfast Menus Grades K-5 Week 3 of 21-Day Cycle

Attachment O4 – Prototype Breakfast Menus Grades K-5 Week 4 of 21-Day Cycle

Attachment O5 – Prototype Breakfast Menus Grades K-5 Week 5 of 21-Day Cycle

Attachment O6 – Prototype Breakfast Menus Grades 6-8 Week 1 of 21-Day Cycle

Attachment O7 – Prototype Breakfast Menus Grades 6-8 Week 2 of 21-Day Cycle

Attachment O8 – Prototype Breakfast Menus Grades 6-8 Week 3 of 21-Day Cycle

Attachment O9 – Prototype Breakfast Menus Grades 6-8 Week 4 of 21-Day Cycle

Attachment O10 – Prototype Breakfast Menus Grades 6-8 Week 5 of 21-Day Cycle

Attachment O11 – Prototype Breakfast Menus Grades K-12 Week 1 of 21-Day Cycle

Attachment O12– Prototype Breakfast Menus Grades K-12 Week 2 of 21-Day Cycle

Attachment O13 – Prototype Breakfast Menus Grades K-12 Week 3 of 21-Day Cycle

Attachment O14– Prototype Breakfast Menus Grades K-12 Week 4 of 21-Day Cycle

Attachment O15 – Prototype Breakfast Menus Grades K-12 Week 5 of 21-Day Cycle

Attachment O16 – Prototype Breakfast Menus Grades 9-12 Week 1 of 21-Day Cycle

Attachment O17 – Prototype Breakfast Menus Grades 9-12 Week 2 of 21-Day Cycle

Attachment O18 – Prototype Breakfast Menus Grades 9-12 Week 3 of 21-Day Cycle

Attachment O19 – Prototype Breakfast Menus Grades 9-12 Week 4 of 21-Day Cycle

Attachment O20 – Prototype Breakfast Menus Grades 9-12 Week 5 of 21-Day Cycle

Attachment O1 - Prototype Breakfast Menus Grades K-5 Week 1 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-5 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O2 - Prototype Breakfast Menus Grades K-5 Week 2 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-5 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O3 - Prototype Breakfast Menus Grades K-5 Week 3 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades K-5 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O4 - Prototype Breakfast Menus Grades K-5 Week 4 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades K-5 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O5 - Prototype Breakfast Menus Grades K-5 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-5 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	7-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O6 - Prototype Breakfast Menus Grades 6-8 Week 1 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades 6-8 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O7 - Prototype Breakfast Menus Grades 6-8 Week 2 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades 6-8 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O8 - Prototype Breakfast Menus Grades 6-8 Week 3 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades 6-8 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O9 - Prototype Breakfast Menus Grades 6-8 Week 4 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades 6-8 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O10 - Prototype Breakfast Menus Grades 6-8 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 6-8 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	8-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).^f Larger quantities of these vegetables may be served.^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).^h All grains must be whole grain-rich.ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O11 - Prototype Breakfast Menus Grades K-12 Week 1 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O12 - Prototype Breakfast Menus Grades K-12 Week 2 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O13 - Prototype Breakfast Menus Grades K-12 Week 3 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O14 - Prototype Breakfast Menus Grades K-12 Week 4 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).^f Larger quantities of these vegetables may be served.^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).^h At least half of the grains offered must be whole grain-rich.ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O15 - Prototype Breakfast Menus Grades K-12 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades K-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ^{h, i}											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).^f Larger quantities of these vegetables may be served.^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).^h All grains must be whole grain-rich.ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O16 - Prototype Breakfast Menus Grades 9-12 Week 1 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades 9-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O17 - Prototype Breakfast Menus Grades 9-12 Week 2 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O18 - Prototype Breakfast Menus Grades 9-12 Week 3 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O19 - Prototype Breakfast Menus Grades 9-12 Week 4 of 21-Day Cycle
☐ NA (Check if not applicable)

Grades 9-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

Attachment O20 - Prototype Breakfast Menus Grades 9-12 Week 5 of 21-Day Cycle☐ NA (Check if not applicable)

Grades 9-12 ^a		Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals										
Breakfast Meal Pattern	Weekly (Daily) Quantity ^b	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
Fruits ^{c, d} (cups)	5 (1) ^e											
Additional fruit items to meet the total												
Vegetables ^{c, d}	0											
• Dark Green ^f	0											
• Red Orange ^f	0											
• Beans and Peas (legumes) ^f	0											
• Starchy ^f	0											
• Other ^{f, g}	0											
• Additional Veg to reach total	0											
Enriched/Whole Grains (oz. equivalents) ^f	9-10 (1) ⁱ											
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1)											
Decimal Equivalents of commonly used fractions												
1/8 = 0.125 1/3 = 0.333 2/3 = 0.666 1/4 = 0.250 1/2 = 0.500 3/4 = 0.750 3/4 = 0.750 3/8 = 0.375 5/8 = 0.625 7/8 = 0.875												

^a In the SBP, the Grades K-5, Grades 6-8, and Grades 9-12 are the age-grade groups required for menu planning. 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 1/8 cup.

^c One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% 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 for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^f Larger quantities of these vegetables may be served.

^g This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^h At least half of the grains offered must be whole grain-rich.

ⁱ In the SBP, the grain ranges must be offered beginning July 1, 2013.

^j There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013, schools may substitute 1 oz. equivalent of meat/meat alternate for 1 oz. equivalent of grains after the minimum daily grains requirement is met.

^k Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored)

ATTACHMENT P: PROTOTYPE 21- DAY CYCLE SNACK MENU

The prototype cycle snack menu forms on the following pages **MUST** be used. Include a 21-day cycle snack menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year. **Beginning SY 2012-2013, schools participating in the After School Snack Program must offer unflavored fat free milk or low-fat milk (no more than 1 percent fat), flavored or unflavored, when serving milk as a snack meal component.**

Attachment P1- 21-Day Cycle Snack Menu (Ages 3-5)

Attachment P2 – 21-Day Cycle Snack Menu (Ages 6-12)

Snack (Supplement) Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	juice, ¹ fruit and/or vegetable
1 grains/bread ²	1 slice	bread or
	1 serving	cornbread or biscuit or roll or muffin or
	3/4 cup	cold dry cereal or
	1/2 cup	hot cooked cereal or
	1/2 cup	pasta or noodles or grains
1 meat/meat alternate	1 oz.	lean meat or poultry or fish ³ or
	1 oz.	alternate protein product or
	1 oz.	cheese or
	1/2 large	egg or
	1/4 cup	cooked dry beans or peas or
	2 Tbsp.	peanut or other nut or seed butter or
	1 oz.	nuts and/or seeds or
	4 oz.	yogurt ⁴

¹ Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Yogurt may be plain or flavored, unsweetened or sweetened.

Attachment P1 - 21-Day Cycle Menu – Snack (Ages 3-5)☐ NA (Check if not applicable)☐ Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

Attachment P2 - 21-Day Cycle Menu – Snack (Ages 6-12)

☐ NA (Check if not applicable)

☐ Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

ATTACHMENT Q: PROTOYPE 21-DAY CYCLE SFSP MENUS

The prototype cycle Summer Food Service Program menu forms on the following pages **MUST** be used. Attach a 21-day cycle SFSP menu prepared by the SFA/Sponsor. These menus must be used for the first 21-day cycle of the summer.

Attachment Q1 – 21-Day Cycle Menu SFSP Lunch

Attachment Q2 – 21-Day Cycle Menu SFSP Breakfast

Attachment Q1 - 21-Day Cycle Menu – SFSP Lunch☐ NA (Check if not applicable)☐ Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

Attachment Q2 - 21-Day Cycle Menu – SFSP Breakfast☐ NA (Check if not applicable)☐ Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

ATTACHMENT R: SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL			
FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST SERVE ALL THREE	LUNCH OR SUPPER SERVE ALL FOUR	SNACK SERVE TWO OF THE FOUR
Milk ^{1,2}			
Fluid milk	8 fl oz (1 cup) ¹	8 fl oz (1 cup) ²	8 fl oz (1 cup) ¹
Vegetable or Fruit ^{3,4,5}			
Juice, fruit, vegetable	$\frac{1}{2}$ c ³ (juice must be full-strength)	$\frac{3}{4}$ c ⁴ total of two different items	$\frac{3}{4}$ c ^{3,4} (juice must be full-strength)
Grains/Breads ^{6,7}			
Bread or	1 slice	1 slice	1 slice
Cornbread, or biscuit or roll or muffin or	1 serving	1 serving	1 serving
Cold dry cereal ⁷	$\frac{3}{4}$ c or 1 oz ⁷	N/A	$\frac{3}{4}$ c or 1 oz ⁷
Hot cooked cereal or	$\frac{1}{2}$ c	$\frac{1}{2}$ c	$\frac{1}{2}$ c
Cooked pasta or noodles or grains	$\frac{1}{2}$ c	$\frac{1}{2}$ c	$\frac{1}{2}$ c
Meat/Meat Alternate ^{8, 9, 10, 11,12} Optional			
Lean meat or poultry or fish ⁸ or	1 oz	2 oz	1 oz
Alternate protein products ⁹ or	1 oz	2 oz	1 oz
Cheese	1 oz	2 oz	1 oz
Egg (large) or	$\frac{1}{2}$ large egg	1 large egg	$\frac{1}{2}$ large egg
Cooked dry beans or peas or	$\frac{1}{4}$ c	$\frac{1}{2}$ c	$\frac{1}{4}$ c
Peanut or other nut butters or	2 T	4 T	2 T
Nuts and/or seeds ¹¹	---	1 oz =50% ^{10, 11}	1 oz ¹¹
Yogurt ¹²	4 oz ($\frac{1}{2}$ c)	8 oz (1 c)	4 oz ($\frac{1}{2}$ c)

¹ For Breakfast or Snack, fluid milk shall be served as a beverage, or on cereal, or use part of it for each purpose.

² For Lunch or Supper, fluid milk shall be used as a beverage.

³ Fruit or vegetable juice must be full-strength for breakfast and snacks.

⁴ For Lunch or Supper, serve two or more kinds of vegetables and/or fruits, Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement

⁵ Juice may not be served to fulfill the supplement requirement, when milk is served as the only other component.

⁶ Grains/Breads must be enriched or whole-grain, or made from whole-grain or enriched flour or meal that may include bran and/or germ. Cereal must be whole grain or enriched or fortified.

⁷ Either volume (cup) or weight (oz) whichever is less.

⁸ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁹ Alternate protein products must meet requirements of Appendix A of 7 CFR Part 225.

¹⁰ Nuts and seeds may meet no more than one-half of the total meat/meat alternate to fulfill the lunch or supper requirement.

¹¹ Nuts and seeds are generally recommended to be served to children ages 1-3 since the present a choking hazard. If served, nuts and seeds should be finely minced.

¹² Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

ATTACHMENT S-1- MEAL PATTERN-CACFP

Breakfast			
Food Components	Ages 1-2	Ages 3-5	Ages 6-12 and 13-18
Milk fluid milk	1/2 cup	3/4 cup	1 cup
Fruits, Vegetables, or Both	1/4 cup	1/2 cup	1/2 cup
Grains/Bread (*Meat/meat Alternates are not required but may be used to meet the entire grains requirement a maximum of three times per week. 1oz equivalent of meat/meat alternate is equivalent to 1 oz equivalent of grain)	1/2 oz equivalent*	1/2 oz equivalent*	1 oz equivalent*
1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older 2. Juice is limited to once per day 3. At least one serving of grains must be whole grain-rich 4. Grain-based desserts do not count towards the grain components 5. Yogurt must contain no more than 23 grams of sugar per 6 oz 6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce 7. Offer versus Serve may not be used except in an At-Risk Afterschool Care Program (must offer 4 food items and the student must select 3) 8. Frying is not allowed as a way of preparing foods on-site			

ATTACHMENT S-1- MEAL PATTERN-CACFP

Lunch and Supper			
Food Components	Ages 1-2	Ages 3-5	Ages 6-12 and 13-18
Milk fluid milk	1/2 cup	3/4 cup	1 cup
Fruits	1/8 cup	1/4 cup	1/4 cup
Vegetables	1/8 cup	1/4 cup	1/2 cup
Grains/Bread	1/2 oz equivalent	1/2 oz equivalent	1 oz equivalent
Meat/meat Alternate	1 oz	1 1/2 oz	2 oz
<ol style="list-style-type: none"> 1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older 2. Juice is limited to once per day 3. At least one serving of grains must be whole grain-rich 4. Grain-based desserts do not count towards the grain components 5. Yogurt must contain no more than 23 grams of sugar per 6 oz 6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce 7. Offer versus Serve may be used in At-Risk Afterschool Programs only (Must select at least 3 of the 5 components) 8. Frying is not allowed as a way of preparing foods on-site 			

ATTACHMENT S-2 - MEAL PATTERN-CACFP AFTER SCHOOL SNACK

Snack-Select Two of the Five Components for a Reimbursable Snack			
Food Components	Ages 1-2	Ages 3-5	Ages 6-12¹
Milk fluid milk	1/2 cup	1/2 cup	1 cup
Fruits	1/2 cup	1/2 cup	3/4 cup
Vegetables	1/2 cup	1/2 cup	3/4 cup
Grains/Bread	1/2 oz equivalent	1/2 oz equivalent	1 oz equivalent
Meat/meat Alternate	1/2 oz	1/2 oz	1 oz
<ol style="list-style-type: none"> 1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older 2. Juice is limited to once per day 3. At least one serving of grains must be whole grain-rich 4. Grain-based desserts do not count towards the grain components 5. Yogurt must contain no more than 23 grams of sugar per 6 oz 6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce 7. Frying is not allowed as a way of preparing foods on-site 			

ATTACHMENT T-PROGRAM (CACFP) MENUS

The prototype cycle Summer Food Service Program menu forms on the following pages **MUST** be used. Submit a 21-day cycle CACFP menu prepared by the SFA/SPONSOR. These menus must be used for the first 21-day cycle of the summer.

Attachment T1 – 21-Day Cycle Menu CACFP

Attachment T2 – 21-Day Cycle Menu CACFP

Attachment T1 - 21-Day Cycle Menu – CACFP At-Risk Supper

☐ NA (Check if not applicable)

☐ Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: Fr : Veg: G/B: G/B Other: Milk	2 M/MA: Fr : Veg: G/B: G/B Other: Milk	3 M/MA: Fr : Veg: G/B: G/B Other: Milk	4 M/MA: Fr : Veg: G/B: G/B Other: Milk	5 M/MA: Fr : Veg: G/B: G/B Other: Milk
6 M/MA: Fr : Veg: G/B: G/B Other: Milk	7 M/MA: Fr : Veg: G/B: G/B Other: Milk	8 M/MA: Fr : Veg: G/B: G/B Other: Milk	9 M/MA: Fr : Veg: G/B: G/B Other: Milk	10 M/MA: Fr : Veg: G/B: G/B Other: Milk
11 M/MA: Fr : Veg: G/B: G/B Other: Milk	12 M/MA: Fr : Veg: G/B: G/B Other: Milk	13 M/MA: Fr : Veg: G/B: G/B Other: Milk	14 M/MA: Fr : Veg: G/B: G/B Other: Milk	15 M/MA: Fr : Veg: G/B: G/B Other: Milk
16 M/MA: Fr : Veg: G/B: G/B Other: Milk	17 M/MA: Fr : Veg: G/B: G/B Other: Milk	18 M/MA: Fr : Veg: G/B: G/B Other: Milk	19 M/MA: Fr : Veg: G/B: G/B Other: Milk	20 M/MA: Fr : Veg: G/B: G/B Other: Milk
21 M/MA: Fr : Veg: G/B: G/B Other: Milk	M/MA: Meat/Meat alternate Fr: Fruit Veg:Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

Attachment T2 - 21-Day Cycle Menu – CACFP At-Risk Snack

☐ NA (Check if not applicable)

☐ Check here if the SFA chooses to have each FSMC submit their own menus

1 M/MA: Fr : Veg: G/B: G/B Other: Milk	2 M/MA: Fr : Veg: G/B: G/B Other: Milk	3 M/MA: Fr : Veg: G/B: G/B Other: Milk	4 M/MA: Fr : Veg: G/B: G/B Other: Milk	5 M/MA: Fr : Veg: G/B: G/B Other: Milk
6 M/MA: Fr : Veg: G/B: G/B Other: Milk	7 M/MA: Fr : Veg: G/B: G/B Other: Milk	8 M/MA: Fr : Veg: G/B: G/B Other: Milk	9 M/MA: Fr : Veg: G/B: G/B Other: Milk	10 M/MA: Fr : Veg: G/B: G/B Other: Milk
11 M/MA: Fr : Veg: G/B: G/B Other: Milk	12 M/MA: Fr : Veg: G/B: G/B Other: Milk	13 M/MA: Fr : Veg: G/B: G/B Other: Milk	14 M/MA: Fr : Veg: G/B: G/B Other: Milk	15 M/MA: Fr : Veg: G/B: G/B Other: Milk
16 M/MA: Fr : Veg: G/B: G/B Other: Milk	17 M/MA: Fr : Veg: G/B: G/B Other: Milk	18 M/MA: Fr : Veg: G/B: G/B Other: Milk	19 M/MA: Fr : Veg: G/B: G/B Other: Milk	20 M/MA: Fr : Veg: G/B: G/B Other: Milk
21 M/MA: Fr : Veg: G/B: G/B Other: Milk	M/MA: Meat/Meat alternate Fr: Fruit Veg:Vegetable GB: Grain/Bread The contractor must adhere to this 21 day cycle for the first 21 days of meal service.			

ATTACHMENT U: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Food Service Management Company (Offerer) shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company

Name of School Food Authority/Sponsor

- A. By submission of this offer, the Offerer 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 Offerer 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 Offerer and will not knowingly be disclosed by the Offerer 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 Offerer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offerer 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 Offerer certifies that:
1. He or she is the person in the Offerer'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 Offerer's 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 Offerer, 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:

Signature of Food Service Management Company's
Authorized Representative

Title

Date

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

Signature of School Food Authority/Sponsor
Authorized Representative

Title

Date

NOTE: Accepting a offerer's offer does not constitute award of the contract.

ATTACHMENT V: SUSPENSION AND DEBARMENT CERTIFICATION UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200). The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

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

1. The prospective lower-tier participant certifies, by submission of this 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.

Organization Name

PR/Award Number or Project Name

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

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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.

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.

The prospective lower-tier participant shall provide immediate written notice to the person to which 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.

The terms *covered 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.

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.

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.

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 principles. Each participant may, but is not required to, check the Nonprocurement List.

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.

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 W: 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 an 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 Form to Report Lobbying*, 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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

ATTACHMENT X: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

APPROVED BY OMB**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352****(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)**

1. Type of Federal Action <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance	2. Status of Federal Action <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Postaward	3. Report Type <input type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number: (if known)		9. Award Amount: (if known)
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)		b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)
11. Amount of Payment: (check all that apply) \$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/>		13. Type of Payment: (check all that apply) <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-Time Fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingency Fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other: (specify) _____
12. Form of payment: (check all that apply) a. Cash Nature _____ b. In-kind (specify) Value _____		
14. Brief Description of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. (Attach Continuation Sheets if necessary)		
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction

ATTACHMENT Y: 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; grant announcement number; the contract, grant, or loan award number; the application 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.
 - 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).
10. 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.

11. 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.
12. Check the appropriate box. Check all boxes that apply. If other, specify nature.
13. 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.
14. Check whether Continuation Sheets are enclosed.
15. 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 Z: FSMC MONTHLY LUNCH EQUIVALENCY WORKSHEET

Month/Year: _____

Once this contract has been awarded, this form is to be used by the food service management company (FSMC) to show the school district the calculations for determining the lunch equivalents for each month.

1. Actual Meal Counts: Based on meal counts – for the purpose of making the meal count computation, include all Child Nutrition Programs (i.e., National School Lunch Program (NSLP) meals, School Breakfast Program (SBP) meals, After School Snack Program (ASSP) meals, Child And Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP) meals, (if applicable). The number of lunches, breakfasts (Breakfast to be 67% of the cost of lunch), and snacks (Snack to be 33% of the cost of lunch) served to children shall be determined by actual count.

Based on _____ Days of Services			
Breakfast Meals			
Contract Breakfasts	_____		
SBP Breakfasts	_____		
SFSP Breakfasts	_____		
Adult Breakfasts	_____		
	X	.67	=
Total Breakfasts			=
			Lunch Equivalent
Lunch Meals			
Contract Lunches	_____		
NSLP Lunches	_____		
SFSP Lunches	_____		
Adult Lunches	_____		
			=
Total Lunches			=
			Lunch Equivalent
Dinner Meals			
Contract Lunches	_____		
CACFP Dinners	_____		
Adult Dinners	_____		
			=
Total Dinners			=
			Lunch Equivalent
Snack Meals			
Contract Snacks	_____		
NSLP Snacks	_____		
SFSP Snacks	_____		
CACFP Snacks	_____		
Adult Snacks	_____		
	X	.33	=
Total Snacks			=
			Lunch Equivalent

2. Extra Revenue: Based on extra revenue received – extra CNP revenue shall include extra sales to students and adults, and revenue from catering, vending/concessions.

Based on _____ Days of Services	
Total Revenue from Extra Sales (If Applicable):	\$ _____
Total Revenue from Catering/Vending/Concessions (If Applicable):	\$ _____
Total Extra CNP Revenue	\$ _____

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <div style="margin-bottom: 5px;">\$ _____</div> <div>Total Extra CNP Revenue</div> </div> <div style="text-align: center;"> <div>÷</div> </div> <div style="text-align: center;"> <div style="margin-bottom: 5px;">_____</div> <div>Lunch Equivalent Rate (Section I, Item BB – page 12)</div> </div> <div style="text-align: center;"> <div>=</div> </div> <div style="text-align: center;"> <div style="margin-bottom: 5px;">_____</div> <div>Lunch Equivalent Rate Based on Extra Revenue</div> </div> </div>
--

3. Grand Total

<div style="text-align: center;"> <div style="margin-bottom: 5px;">_____</div> <div>Lunch Equivalents Based on Meal Counts (Item 1 Above)</div> </div>	+	<div style="text-align: center;"> <div style="margin-bottom: 5px;">_____</div> <div>Lunch Equivalents Based on Extra Revenue (Item 2 Above)</div> </div>	=	<div style="text-align: center;"> <div style="margin-bottom: 5px;">_____</div> <div>Grand Total of Lunch Equivalents</div> </div>
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ATTACHMENT AA: HOLIDAY SCHEDULE

Holiday Schedule to be inserted here by SFA/Sponsor.

Coversheet

2020-2021 School Year Calendar Amendment

Section:	IV. Other Business
Item:	A. 2020-2021 School Year Calendar Amendment
Purpose:	Vote
Submitted by:	
Related Material:	20-21 calendar draft 4.pdf 20-21 calendar draft 4 with strikethroughs.pdf

AUDUBON SCHOOLS | 2020-2021 CALENDAR

4 Independence Day

JULY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1-4 Winter Break
4 PD-Teachers Return
5 Students Return
18 M.L. King Day- NO School

3 Faculty Return
11 Students Return (PK4-8)
13 Students Return (PK-3)
25 Back to School Gentilly
26 Back to School Lower
27 Back to School Upper

AUGUST '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

2 End of 2nd Trimester
5 Early Dismissal
10-11 Early Dismissal
12 Report Card
Conferences - NO School
15 Presidents' Day
15-19 Mardi Gras Break

7 Labor Day
18 PD – No School

SEPTEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

12 PD-No School

12 Columbus Day
8-14 Fall Break
26-30 Spirit Week
31 Halloween

OCTOBER '20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

02 Good Friday
2-9 Spring Break
04 Easter Sunday

6 End of 1st Trimester
10 Election Day (NO School)
11 Veterans Day
20 Report Card
Conferences (NO School)
23-27 Thanksgiving Break
26 Thanksgiving Day

NOVEMBER '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

09 Mother's Day
21 Last Day for Students
26 Last Day for Staff
31 Memorial's Day- School/Offices Closed

Emergency Closure Make-Up Dates (if Needed)
 May 24-26, 2020

21-31 Winter Break
25 Christmas Day

DECEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE '21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

20 Father's Day

AUDUBON SCHOOLS | 2020-2021 CALENDAR

4 Independence Day

JULY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY '21						
S	M	T	W	Th	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1-4 Winter Break
4 PD-Teachers Return
5 Students Return
18 M.L. King Day- NO School

3 Faculty Return
12-11 Students Return (PK-4-8)
13 Students Return (PK)
25 Back to School Gentilly
26 Back to School Lower
27 Back to School Upper

AUGUST '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE '21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

20 Father's Day

Coversheet

Addedum to 2019-2020 Pupil Progression Plan

Section:	IV. Other Business
Item:	B. Addedum to 2019-2020 Pupil Progression Plan
Purpose:	Vote
Submitted by:	
Related Material:	Pupil Progression Plan Addedum.pdf



2019-2020 Pupil Progression Plan ADDEDUM

Promotion and Retention 2019-2020

In 2019-2020, promotion and retention for grades K-8 are school level decisions based on a preponderance of evidence from student learning throughout the school year. Performance on classroom assignments, course grades, and any assessments are examples of items schools can use when making a decision. Struggling students should continue to be identified early and receive intensive support to ensure growth and the ability to stay on track academically. Students who are recommended for retention at the conclusion of the school year will have the opportunity to complete remote, individualized summer remediation activities and be reevaluated for promotion at the beginning of the 2020-2021 school year utilizing diagnostic assessments and data collected from the remediation activities. Final retention decisions will be made by the school following a meeting of the SAT Committee which will include the regular education teacher, parent, and all school level personnel familiar with the student.

Grading for 2019-2020 School Year

In 2019-2020, teachers will use grades from students' previous work in Trimester 3, prior to March 13, to calculate an average grade for each student for the 3rd trimester. Performance data from the period of the online learning will not be officially included in the student's final grade for the year unless the data serves to improve the student's 3rd trimester grade.

Should a student not have Trimester 3 grades prior to March 13th, and in the absence of distance learning performance data, their Trimester 3 grade will be the average of their Trimester 1 and 2 final grades for their course.

Adopted on _____ by the French and Montessori Education Board of Directors by virtue of a majority vote of the directors present at the regularly scheduled board meeting.

Board Chairperson



DRAFT

Coversheet

Operations Report

Section:	V. CEO's Report
Item:	C. Operations Report
Purpose:	FYI
Submitted by:	
Related Material:	April 25, 2020 Board Meeting Operations Report.docx

FAME Board Meeting April 25, 2020 Operations Report

COVID-19 Operations

Community Feeding Program

- Began on March 17, 2020 at Broadway Campus
- Feedings were initially Monday – Friday
- 8-10 staff members have reported for meal distribution
- On March 26th we relocated to feeding at Audubon Gentilly due to demand
- Community feeding changed to two days per week (Mondays and Wednesdays)
- So far we have served 3,716 meals
- Community feeding will stop in mid-May after the end of our school year

Technology

- Communications sent a survey which assessed technology needs during the first week we were closed
- We originally received a request for 48 chromebooks
- After students began work, we began to receive additional requests for chromebooks as families realized that sharing computers might not be a workable solution. Our request for chromebooks increased to 112
- So far we have distributed 77 chromebooks, with an additional 35 that have not been picked up
- 45 families indicated they did not have access to the internet
- We have distributed 4 hotspots to families, with 41 that still need to be picked up
- Before we received the hotspots from the district, we did send out information to families about the Cox C2c program, which provides low cost internet to qualified families. Cox offered free internet for 60 days with no install fees or deposit required during this time
- We are continuing outreach to families who have not picked up requested hotspots and chromebooks

Communications

- All school main office numbers and the Admissions phone number have been forwarded to a cell phone. The phone is staffed by one of our Operations Clerks and is answered Monday- Friday from 8am to 4pm, except the week we were on Spring Break
- During the first week of school closures, we did outreach to all parents who had not activated their Parent Square Accounts.
 - 362 Parents who had not activated their accounts
 - 18 had changed their email addresses; these were corrected and new activation links were sent

- 6 were duplicate accounts with a different email address; duplicate accounts were removed
- 66 were fathers who stated that the mother had access and they did not need access
- The remainder just needed the activation link re-sent so they could sign up

Planning for next year

- Large UV lights for classroom disinfecting more often
 - Looking into Plexiglass barriers for office staff and cafeteria staff
 - Researching options for temperature checks – camera that monitor temperature
 - No touch thermometers

Operations Non-COVID-19

Admissions

- Round 1 match letters went out to all students in K-12 by the EnrollNOLA office
- Families have until May 22nd to confirm their seat. They can confirm seats via e-mail, text message or by phone call.
- Pre-K Match notifications will be sent to families at the end of May.
- Round 2 applications are on-going. May 6th is the deadline to submit a Round 2 application

Registration

- Registration will take place the from May 4-8, 2020
- Registration has been online for the last few years. This year it will be online only, with support provided by the data managers and operations clerks

RFPs

- We need approve an RFP for transportation for next school year
- We also have to RFP for a Food Service Provider for next school year as Pigeon's is pulling out of the school food service. We are required to utilize the state template

Coversheet

Development Report

Section:	V. CEO's Report
Item:	D. Development Report
Purpose:	FYI
Submitted by:	
Related Material:	April 2020 Board Development Report.docx

Development Report for F.A.M.E. Board Meeting April 25, 2020

19-20 Annual Fund:

Goal: \$50,000

Actual: \$29,815 gifts, \$2,430 pledged recurring gifts

- Uptown: \$16,180 gifts
- Gentilly: \$1,865 gifts
- Schools: \$8,828 gifts
- FAME Board: \$2,941 gifts

Kicking Off the New Year with Kindness: January 14-February 14, 2020

Goal: \$15,000

Actual: \$13,870

Increase over prior: \$3,610

GiveNOLA Day 2020: POSTPONED TO June 2, 2020 – Goal \$7,500

Rarebird Night at City Park 2020: POSTPONED TO 2021

Event Goal: \$20,500

Gross: \$700

Net: (\$5,300)

Sponsorship Total: \$700

Fais Do-Do 2020: CANCELLED

Event Goal: \$15,000

Gross: \$1,100

Net: \$1,100

Sponsorship Total: \$1,100

Grants FY 19-20:

Received to Date: \$85,000 (New)
 \$386,393 (Released from restriction)
 Submitted/Pending: \$126,500

Awarded

Funder	Amount Requested	To Benefit	Awarded/Denied	Award Amount
Charter School Growth Fund	\$0	COVID-19 related expenses	Awarded	\$40,000
Jazz and Heritage Foundation	\$5,000	Artist in Residency program at Audubon Gentilly	Awarded	\$3,000
Gustaf W. McIlhenney	\$10,000	Social-emotional learning program at Audubon Gentilly	Awarded	\$5,000

Pro Bono Publico Foundation	\$15,000	PD for differentiated instruction and expanding intervention resources	Awarded	\$15,000
New Schools New Orleans	\$10,000	IQI Round 5 – curriculum implementation PD for Gentilly	Awarded	\$15,000
McKee Family Foundation	\$9,540	Montessori materials for Uptown	Awarded	\$7,000

Submitted/Pending

Funder	Amount Requested	To Benefit	Probability
RosaMary Family Foundation	\$50,000	Renovations at Audubon Gentilly	Medium
Keller Family Foundation	\$20,000	Social-emotional learning and academic intervention with PD at all campuses	High
Booth-Bricker Fund	\$50,000	Tier 1 Intervention package	Low
Walmart	\$6,500	Buddies Not Bullies SEL unit	Low

Denied

Funder	Amount Requested	To Benefit
The Selley Foundation	\$50,000	Sensory rooms at Audubon Gentilly
Baptist Community Ministries	\$120,000	Social-emotional learning program and PD at all campuses
Institute of Mental Health	\$29,900	Social-emotional learning program and partnership with Daughters of Charity at Audubon Gentilly
Chan Zuckerberg Initiative	\$471,000	SEL and DEI programming and PD at Milan campus
Entergy Charitable Foundation	\$5,000	STEM programming at Audubon Gentilly
EPNO	\$5,635	SEL programming
Lockheed Martin	\$10,000	STEM programming at Audubon Gentilly
The Selley Foundation	\$60,000	Renovations at Audubon Gentilly
GPOA Foundation	\$15,000	Expanding intervention resources

Total Fundraising to Date: \$146,721.00