



F.A.M.E., Inc.

F.A.M.E. Board Meeting

Date and Time

Monday June 17, 2024 at 5:30 PM CDT

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Call the Meeting to Order		Lourdes Moran	1 m
B. Record Attendance		Steven Corbett	1 m
C. Welcome New F.A.M.E. Board Members		Lourdes Moran	5 m
Welcome and Introductions of new F.A.M.E. Board Members Michael Newcomer and Nicholas Peddle. Both board members are Audubon Uptown PTO Representatives with terms beginning 6/1/24.			
D. Approve Minutes	Approve Minutes	Lourdes Moran	1 m
It is recommended that the board approve the minutes from the April 15th, 2024 meeting with any suggested modifications or changes.			
Approve minutes for Board Meeting on April 15, 2024			
II. Action Items			5:38 PM
A. Approve F.A.M.E. Board Nomination	Vote	Lourdes Moran	5 m

	Purpose	Presenter	Time	
	It is recommended that the F.A.M.E. Board approves the nomination of Darleen Mipro to become a board member. Darleen's term would begin 6/1/24 for a duration of 3 years until 6/1/27 with the opportunity for a second 3-year term.			
B.	Election of Officers	Vote	Lourdes Moran	5 m
	It is recommended that the F.A.M.E. Board elect an annual slate of officers in accordance with the bylaws.			
C.	Approve Audubon Schools 2024-25 Budget	Vote	Darius Munchak	15 m
	It is recommended that the F.A.M.E. Board approve the 2024-25 Audubon Schools Budget			
D.	Approve Math Professional Development Contracts	Vote	Adrienne Collopy	5 m
	It is recommended that the F.A.M.E. Board approve the Math Professional Development Contracts in the amount of \$65,805 in total.			
E.	Approve 2024-25 EdOps Contract	Vote	Steven Corbett	5 m
	It is recommended that the F.A.M.E. Board approve the 2024-25 EdOps Contract in the amount of \$165,000.			
F.	Approve Brave Course Leadership Principal Coaching Contract	Vote	Steven Corbett	5 m
	It is recommended that the F.A.M.E. Board approve the Brave Course Leadership coaching contract. This is a pass through, as the school has secured a \$40,000 grant for this contract. The school would be responsible for \$20,000.			
G.	Approve Audubon Schools Parental Leave Policy	Vote	Steven Corbett	5 m
	It is recommended that the F.A.M.E. Board approve the parental leave policy			
H.	Approve the Genuine Foods Contract Addendum for Audubon Uptown	Vote	Alisa Dupre	5 m
	It is recommended that the F.A.M.E. Board approve the Genuine Foods Contract Amendment to provide school meals for Audubon Uptown for the 2024-2025 school year.			
I.	Approve the SLA Food Service Contract for Audubon Gentilly	Vote	Alisa Dupre	5 m
	It is recommended that the F.A.M.E. Board approve the SLA Food Service contract for the 2024-2025 school year. The projected amount of the contract is \$165,875.43 but			

	Purpose	Presenter	Time	
	may change depending on the number of meals served. The projected amount is based on the number of meals served in the 2023-2024 school year.			
J.	Approve the K & S Transportation School Bus Contract Addendum for Gentilly Campus	Vote	Alisa Dupre	5 m
	It is recommended that the F.A.M.E. Board approve the K & S Transportation School Bus Contract Addendum for Gentilly Campus			
K.	Approve the EEC Contract to replace the PA system at Broadway.	Vote	Alisa Dupre	5 m
	It is recommended that the F.A.M.E. Board approve the contract with Educational Electronics Corporation in the amount of \$35,135 to replace the PA system and upgrade the point of entry access system at the Audubon Uptown Lower School Campus.			
L.	Approve the Pelican Playground Shade Structures at the Broadway Campus	Vote	Alisa Dupre	3 m
	It is recommended that the F.A.M.E. Board approve contract with Pelican Playground in the amount of \$69,920.00 for purchase and installation of a shade structure over the Hurst Street playground at Audubon Lower School Campus. NOTE: The school raised the funds for this project so there is no impact to the budget, it is a pass thru.			

III. Consent Agenda

Consent agenda includes items related to capital improvement projects that have been approved by the F.A.M.E. Board

1. Approval of the construction contract for Werling Construction, in the amount of \$86,697.00 for the Broadway Science Lab Conversion.
2. Approv the DynaPlay contract in the amount of \$134,762 for the purchase and installation of playground equipment and rubber surfacing of the Live Oak Playground.
3. Approve the Colmex Construction contract in the amount of \$499,715.00 for the Gentilly Auditorium conversion into an the Arts Complex.

IV. Discussion Items

6:46 PM

A.	F.A.M.E. Bylaws Review	Discuss	Lourdes Moran	15 m
	Discussion and Review of the F.A.M.E. Bylaws			

	Purpose	Presenter	Time
B. F.A.M.E. Board Nominations	Discuss	Lourdes Moran	10 m
Discussion of the Board Nomination Process and potential Nominees			
V. Closing Items			7:11 PM
A. CEO Remarks	FYI	Steven Corbett	5 m
1. CEO Remarks			
B. Board Chair Remarks	FYI	Lourdes Moran	5 m
1. Board Retreat			
C. Adjourn Meeting	Vote	Lourdes Moran	1 m

Coversheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on April 15, 2024

APPROVED



F.A.M.E., Inc.

Minutes

Board Meeting

Date and Time

Monday April 15, 2024 at 5:30 PM

Location

4720 Painters Street

Directors Present

B. Levine, C. Lebas, C. Tucker, D. Mipro, H. Leblanc, K. Wilkins, L. Moran

Directors Absent

G. Lawson, J. Perez

Ex Officio Members Present

S. Corbett

Non Voting Members Present

S. Corbett

Guests Present

A. Collopy, A. Dupre, K. Hill

I. Opening Items

A. Record Attendance

B.

Call the Meeting to Order

L. Moran called a meeting of the board of directors of F.A.M.E., Inc. to order on Monday Apr 15, 2024 at 5:43 PM.

C. Moment of Silence

Steve Corbett called for a moment of silence in memory of our Art Teacher from the Upper School who died last month.

D. Approve Minutes

K. Wilkins made a motion to approve the minutes from February 2024 F.A.M.E. Board Meeting on 02-26-24.

B. Levine seconded the motion.

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

II. Discussion Items

A. Audubon Schools Financial Audit Review

Anthony Rutledge from LaPorte presented the financial audit.

B. Financial Update

Darius Munchak presented the finance report.

III. Action Items

A. Approve the School Facility Preservation Program Revolving Loan Fund Agreement for Live Oak

H. Leblanc made a motion to approve the School Facility Preservation Program Revolving Loan Fund agreement for the SFPP Project at Live Oak.

K. Wilkins seconded the motion.

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

B. Approve the School Facility Preservation Program Revolving Loan Fund Agreement for Audubon Gentilly

K. Wilkins made a motion to Approve the School Facility Preservation Program Revolving Loan Fund agreement for the SFPP Project at Audubon Gentilly.

C. Tucker seconded the motion.

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

C. Approve Bad Debt/Delinquent Policy in accordance with the NSLP guidelines

K. Wilkins made a motion to Approve the Bad Debt/Delinquent Policy regarding school meal payments in accordance with the NSLP guidelines.

B. Levine seconded the motion.
The board **VOTED** to approve the motion.

D. Approve Reserve Funds as Source for Capital Improvement Projects

B. Levine made a motion to Approve the use of reserve funds to pay for the following Capital Improvement Projects: Gentilly Elevator/Restroom Addition Gentilly Auditorium Conversion Live Oak Playground Broadway Science Lab Classroom Conversion.
H. Leblanc seconded the motion.
The board **VOTED** to approve the motion.

E. F.A.M.E. Board Member Removal

C. Tucker made a motion to remove Jorge Perez from the FAME Board.
K. Wilkins seconded the motion.
The board **VOTED** to approve the motion.

IV. Closing Items

A. CEO Remarks

B. Board Chair Remarks

Board Chair raised discussion of adding more board members. There will need to be a Governance and Board Meeting in May to add new members. The dates of the meetings will be determined by board members and published once confirmed.

C. Adjourn Meeting

B. Levine made a motion to adjourn the meeting.
K. Wilkins seconded the motion.
The board **VOTED** 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 7:04 PM.

Respectfully Submitted,
A. Dupre

Coversheet

Approve Audubon Schools 2024-25 Budget

Section: II. Action Items
Item: C. Approve Audubon Schools 2024-25 Budget
Purpose: Vote
Submitted by:
Related Material: AUD - SY24-25 Budget_Presentation.pdf



SY24-25 Budget

PREPARED JUNE 4, 2024 BY

EdOps

Executive Summary

Budget Process

- Consultation with school leadership – development of draft budget
- Public Notice and Budget Hearing (June 6)
- Proposed formal adoption by full board
- The school's fiscal year (FY) runs July 1 – June 30, meaning, the budgets cover 7/1/2024 – 6/30/2025
- We developed this budget using historical revenue and expense information, as well as inputs about enrollment, staffing, and programmatic changes from CEO Steven Corbett, COO Alisa Dupre, and CAO Adrienne Collopy.
- Detailed assumptions are outlined on subsequent pages.

Budget Overview & Strategic Priorities

The FY25 budget currently displays a net income of \$32K (revenue minus expenses). This is due to non-cash depreciation expense of \$724k and reduced federal funding..

The budget also reflects the below major changes from previous years:

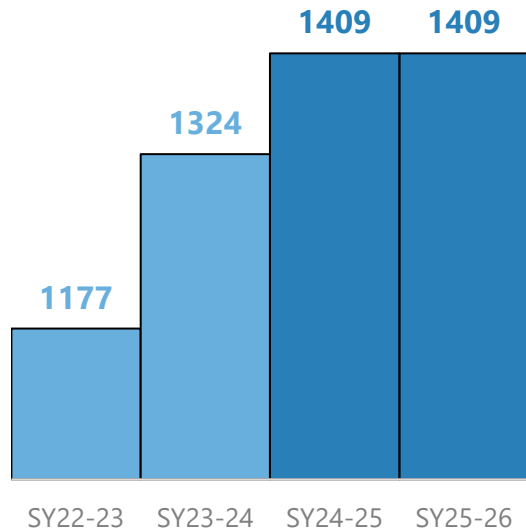
- ❖ Enrollment increase to 1409 students and associated increase in staffing
- ❖ No COVID related federal funding (\$1.3M in FY 24, \$0.00 in FY 25)

VISION : Our vision is that all Audubon students feel embraced for who they are and grow into creative, independent thinkers, prepared to thrive in and contribute to their communities.

MISSION: Our mission is to offer a unique learning experience, grounded in Montessori approaches, French language, and the Arts that fosters academic excellence and nurtures students' growth and individuality in a welcoming, culturally-rich environment.

Key Assumptions and Historical Context

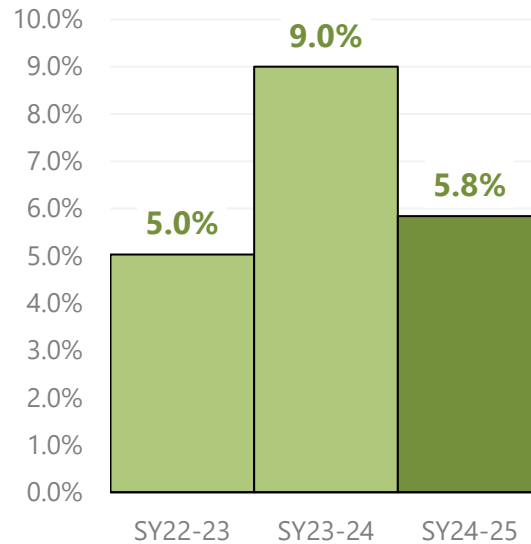
ENROLLMENT



Audubon has seen consistent enrollment growth since SY 22-23, and is budgeting based on 1409 students for SY 24-25, which is an 85 student (+6%) increase from the prior year.

Audubon is confident in this enrollment target and there is no enrollment contingency included in this year's budget.

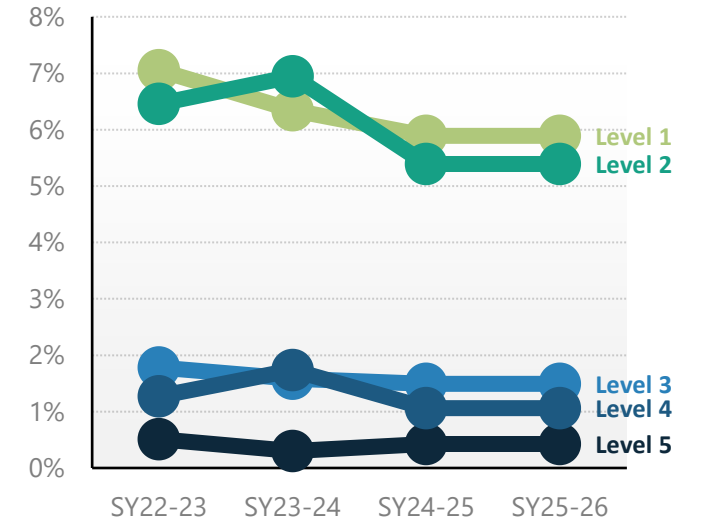
LOCAL FUNDING INCREASE



The Local MFP amount has steadily increased as tax revenues have recovered post-Covid.

The Local MFP amount for SY 24-25 is based on a forecast tool provided by NOLA-PS. As a hedge against these projections, we have reduced the amount by 4%.

NOLA DIFFERENTIATED FUNDING



Special Education Tiers as a Percentage of Total Students

The NOLA-PS Differentiated Funding Formula allocates additional funding based on an individual student's level of exceptionality.

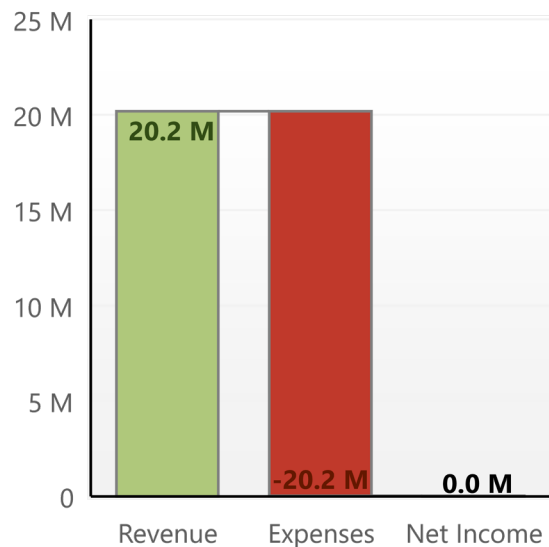
In the current year, we saw the total number of Level 2 students increase by 16 students (+21%) while the other tiers remained consistent.

Audubon's Students are:
17% Special Education
15% Gifted and Talented

	Per Student
Level 1	\$ 1,835
Level 2	\$ 10,785
Level 3	\$ 17,210
Level 4	\$ 19,964
Level 5	\$ 27,531

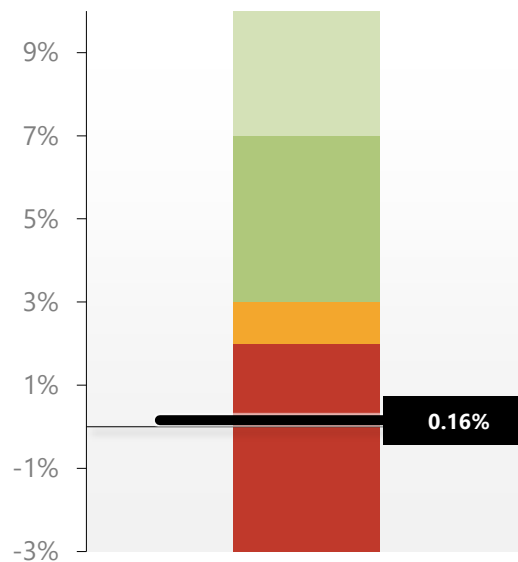
Net Income and Gross Margin

NET INCOME



Revenue	20,187,052
Expenses	20,155,017
Net Income	32,035

GROSS MARGIN



Revenue	20,187,052
Expenses	20,155,017
Net Income	32,035
Gross Margin	0.16%

Gross Margin = Net Income / Revenue

COMMENTS

The forecasted net income is \$32,035 on \$20,187,052 in revenue. This yields .16% in gross margin.

Net Operating Income is \$845k, but this is reduced by Interest Expenses and Non-Cash Depreciation Expense of \$724k, due to accelerated depreciation terms required by ASC 842.

SY25 Budget

REVENUE

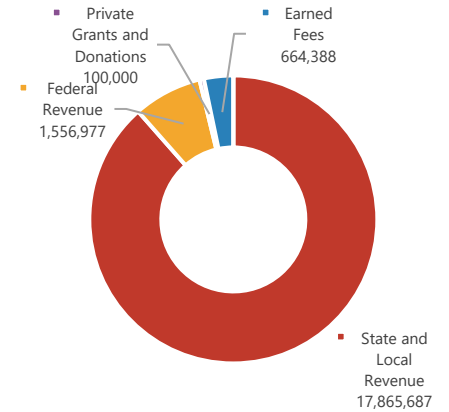
State and Local Revenue	17,865,687
Federal Revenue	1,556,977
Private Grants and Donations	100,000
Earned Fees	664,388
Total Revenue	20,187,052

EXPENSES

Salaries	10,470,439
Benefits and Taxes	2,666,850
Purchased Professional & Technical Services	1,889,324
Purchased Property Services	628,394
Other Purchased Services	2,280,837
Supplies	1,044,055
Miscellaneous	361,703
Depreciation and Amortization	724,421
Interest	88,994
Total Expenses	20,155,017
Net Income	32,035

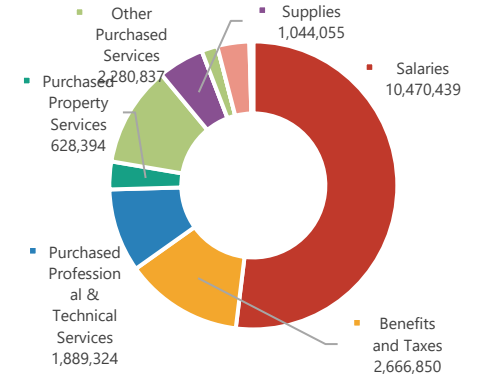
We have budgeted **\$20,187,052** in revenue based upon 1409 students, . The largest components of revenue are \$18m (88.5%) in State and Local Revenue and \$1.6m (7.7%) in Federal Revenue.

Local MFP increases and Federal Funding decreases are the most significant changes from the prior year.



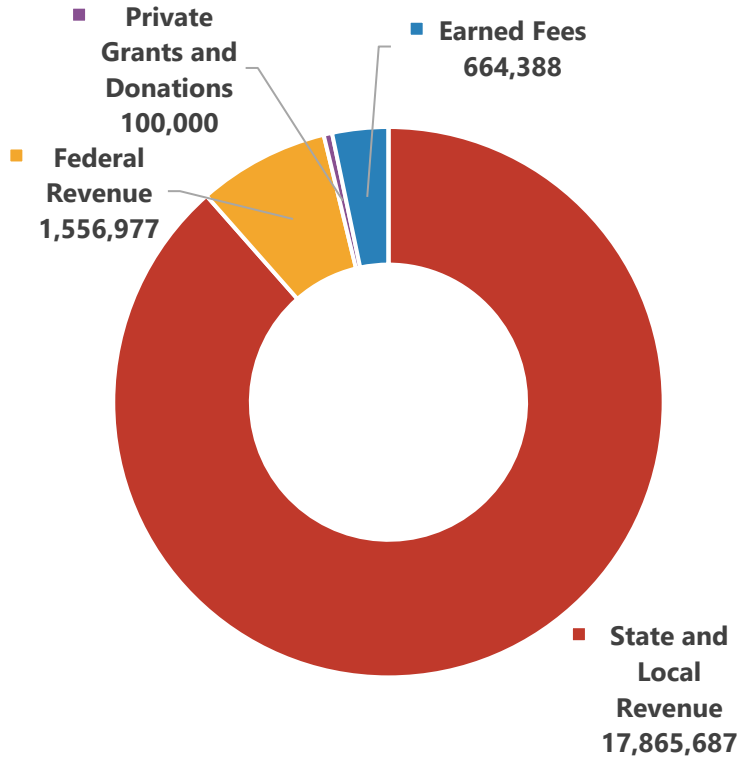
EXPENSES

We have budgeted **\$20,155,017** in expenses based on 194 staff, a 7.3 student to teacher ratio, and 209,000 in square feet for the facility. The largest components of expense are \$13,137,299 (65%) in Salaries and Benefits and \$2,280,937 (11%) in Other Purchased Services.

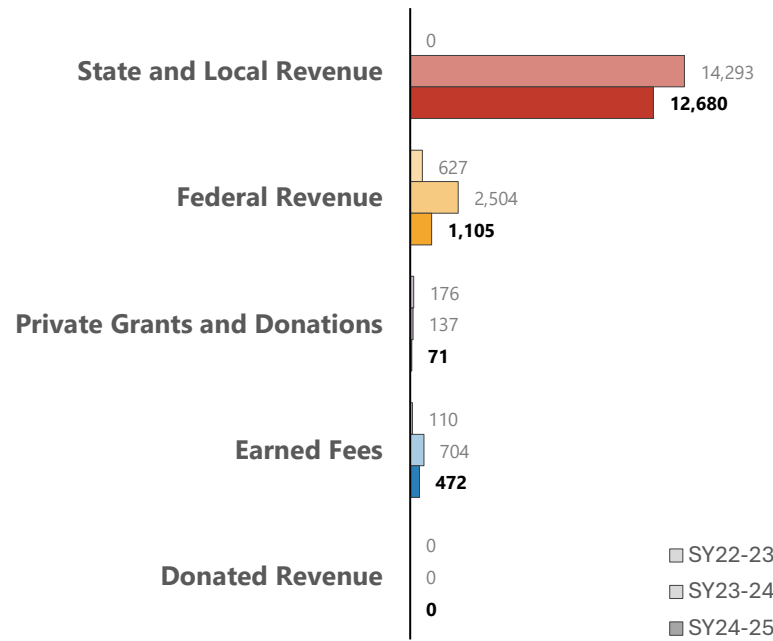


Revenue | Overview

SY25 BUDGETED REVENUE %



REVENUE PER STUDENT



COMMENTS

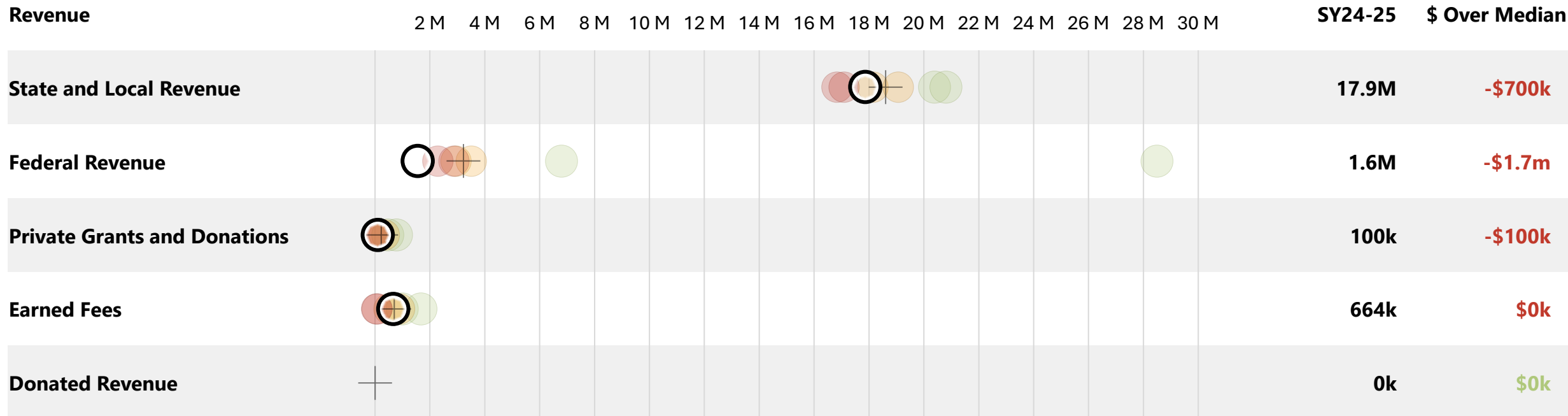
We have budgeted **\$20,187,050** in revenue for SY24-25, which is \$455k less than the amount forecasted for the year before.

The largest components of revenue are State and Local Revenue (88.5%) and Federal Revenue (7.7%).




Highlighted year-to-year changes:

- \$2.2m increase in State and Local Revenue
- \$1.2m decrease (55.9% less per student) in Federal Revenue

Revenue | Sector Comparison

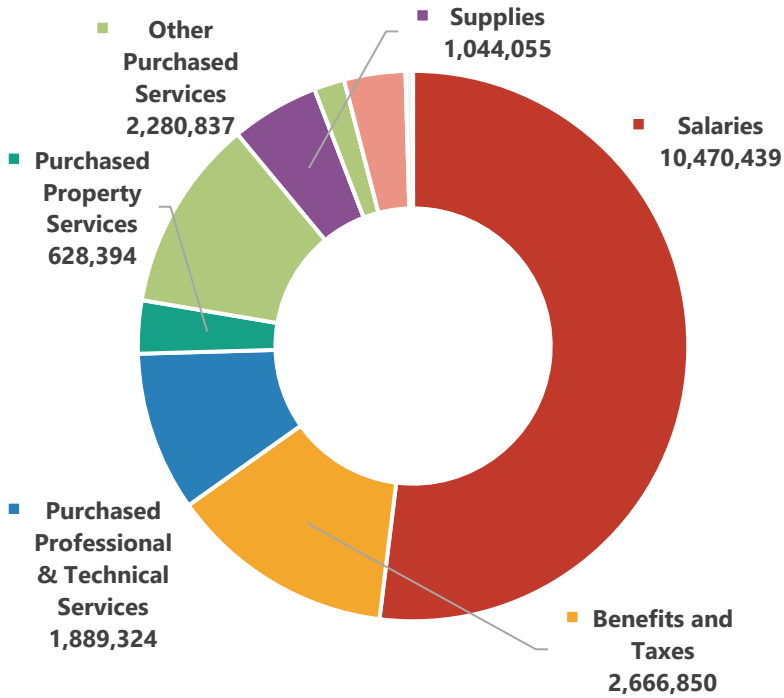


Legend

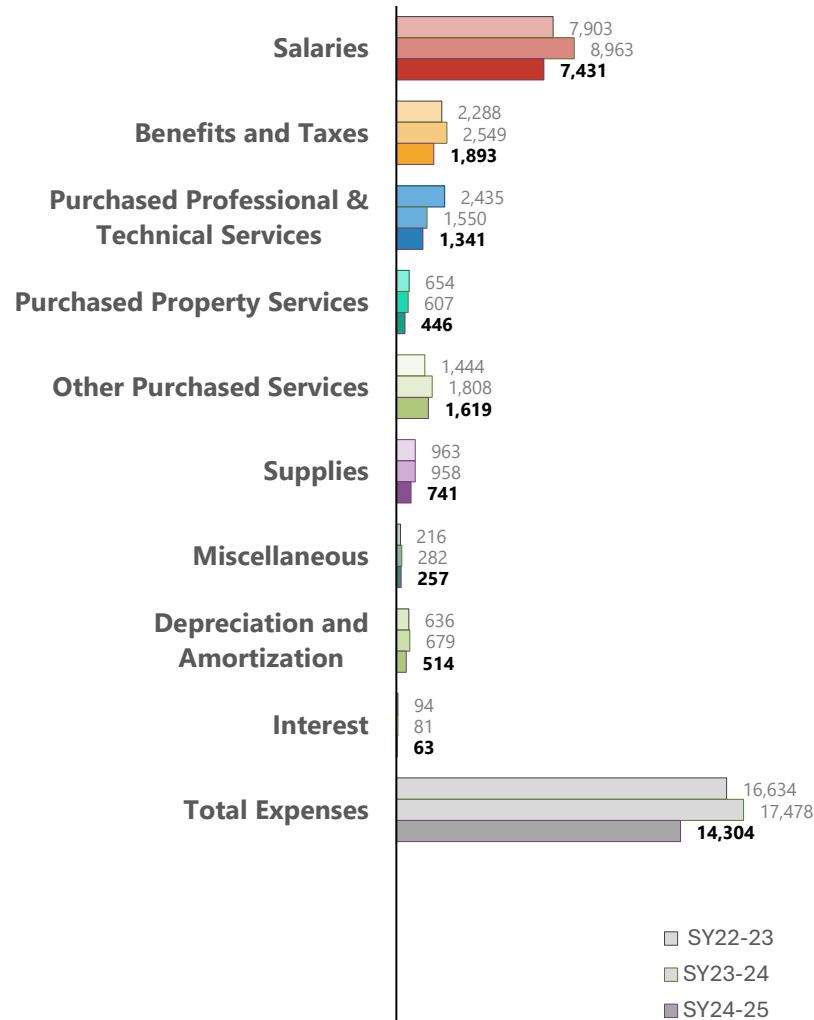
-  Audubon Schools
-  Louisiana Charters, if they had your population
-  Louisiana Charters Median

Expenses | Overview

SY25 BUDGETED EXPENSE %



EXPENSE PER STUDENT



COMMENTS

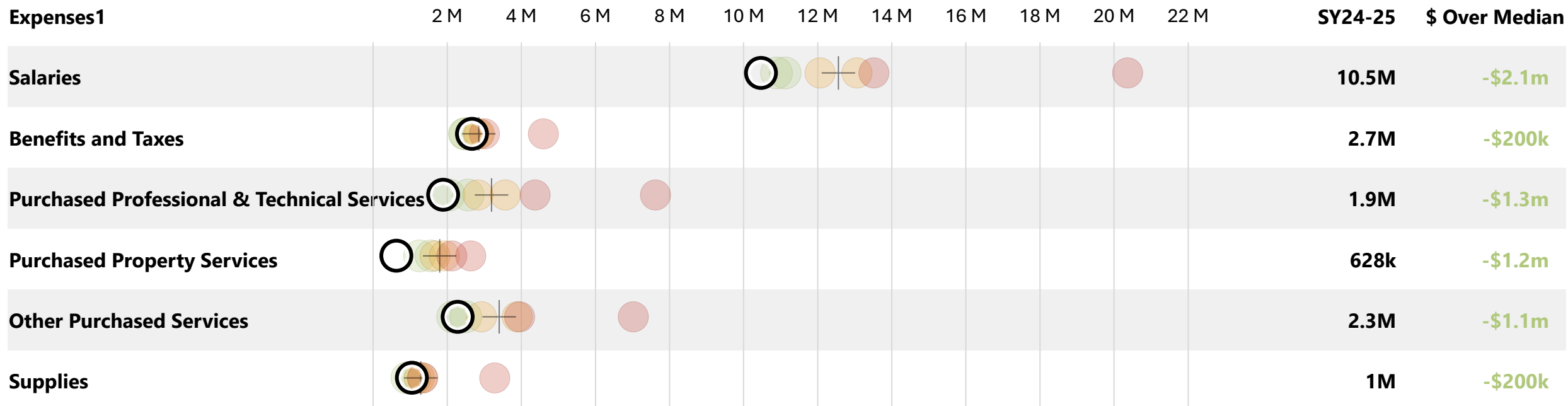
We have budgeted **\$20,155,020** in expenses for SY24-25, which is \$295k more than the amount forecasted for the year before.

The largest components of expenses are Salaries (51.9%) and Benefits and Taxes (13.2%).

Total Staffing Counts:

Category	Number
School Admin	21
Kindergarten Teachers	6
Elementary Teachers	89
Special Education Teachers	16
Social Workers	3
Secretarial	7
Aides Regular Programs	20
Kindergarten Paras	2
Aides Special Education	13
Custodial Staff	14
School Nurses	3
Total	194

Expenses1 | Sector Comparison



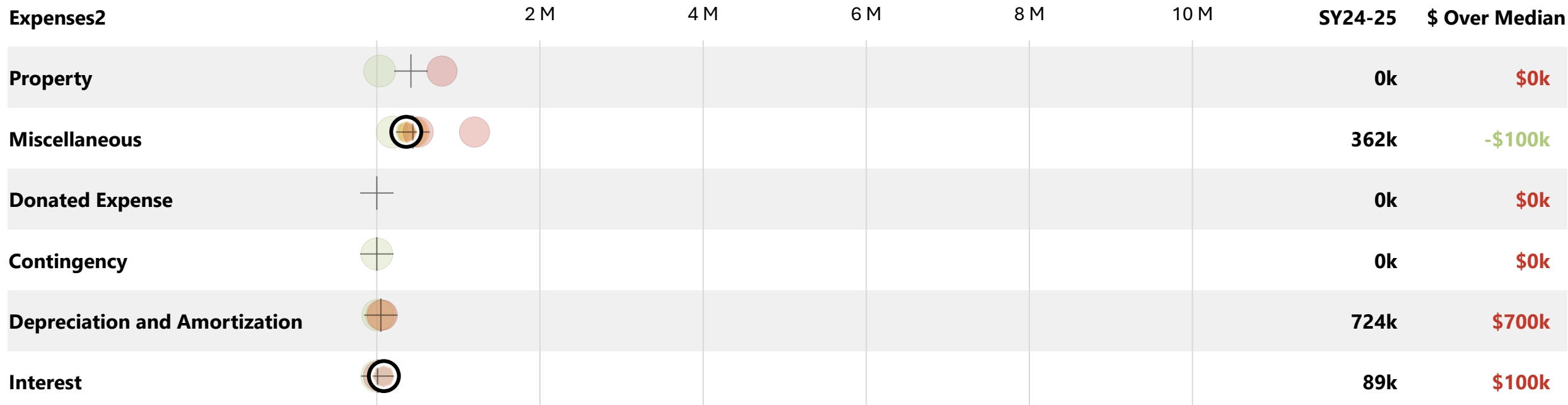
Legend

○ Audubon Schools

● Louisiana Charters, if they had your population

+ Louisiana Charters Median

Expenses2 | Sector Comparison



Legend

○ Audubon Schools

● Louisiana Charters, if they had your population

+ Louisiana Charters Median



QUESTIONS?

Please contact your
EdOps Finance Specialist:

Darius Munchak
Darius@ed-ops.com

Appendix: Profit and Loss Changes

Audubon Schools -			
Profit and Loss Changes Summary			
SY 24-25			
	SY 23-24	SY 24-25	Difference
	Forecasted	Budget	
Revenue			
State and Local Revenue	16,977,349	17,865,687	888,338
Federal Revenue	2,755,089	1,556,977	(1,198,111)
Private Grants and Donations	166,742	100,000	(66,742)
Earned Fees	743,346	664,388	(78,958)
Total Revenue	20,642,526	20,187,052	(455,473)
Expenses			
Salaries	10,630,026	10,470,439	(159,587)
Benefits and Taxes	2,704,007	2,666,850	(37,156)
Purchased Professional & Technical Services	1,715,313	1,889,324	174,011
Purchased Property Services	589,855	628,394	38,540
Other Purchased Services	2,083,394	2,280,837	197,443
Supplies	968,073	1,044,055	75,982
Dues & Fees - Miscellaneous	338,008	361,703	23,694
Total Operating Expenses	19,028,675	19,341,602	312,926
NET ORDINARY INCOME	1,613,850	845,451	(768,400)
Depreciation and Amortization	742,857	724,421	(18,436)
Interest	87,790	88,994	1,205
Total Extraordinary Expenses	830,646	813,415	(17,231)
TOTAL EXPENSES	19,859,322	20,155,017	295,695
NET INCOME	783,204	32,035	(751,169)

Audubon Schools - Consolidated Budget Detail SY 24-25

		SY 23-24 Forecasted Actuals	SY 24-25 Budget
Revenue			
State and Local Revenue			
	Local MFP	10,047,721	8,747,962
	State MFP	6,499,438	8,687,534
	Other Restricted Revenues State	430,191	430,191
	State and Local Revenue Total	16,977,349	17,865,687
Federal Revenue			
	School Food Service	474,146	521,560
	IDEA, Part B	470,817	489,381
	IDEA, Pre-K	18,330	11,214
	Title I	491,039	534,822
4590000	Other Federal Funds	1,300,757	-
	Federal Revenue Total	2,755,089	1,556,977
Private Grants and Donations			
	Unrestricted Contributions and Donations	166,742	100,000
	Private Grants and Donations Total	166,742	100,000
Earned Fees			
	Interest On Investments	34,231	35,000
	Realized Gain/(Loss) on Investments	12,567	15,000
	Student Activity Revenue	551,341	589,388
	Other Miscellaneous Revenues	145,206	25,000
	Earned Fees Total	743,346	664,388
	Revenue Total	20,642,526	20,187,052
Expenses			
Salaries			
	School Admin	1,572,338	1,816,725
	Kindergarten Teachers	451,631	344,942
	Elementary Teachers	4,576,956	4,697,891
	Special Education Teachers	921,239	917,409
	Pre-K Teachers	100,493	-
	Social Workers	257,682	183,710
	Secretarial	332,846	242,354
	Aides Regular Programs	864,255	609,350
	Kinder Paras-Kindergarten	-	55,500
	Aides Special Education	400,135	397,265
	Pre-K Aides - Pre-K	29,414	-
	Custodial Staff	487,513	501,617
	School Nurses-Nursing Svcs	218,111	253,676
	Afterschool Salaries	259,475	275,000
	Substitute Teachers-Substitutes	157,939	175,000
	Salaries Total	10,630,026	10,470,439
Benefits and Taxes			
	Group Health Insurance	595,617	655,179
	FICA Contributions	236,594	206,705
	Medicare Contributions	144,660	151,821
	Benefits- Teachers Retirement	1,550,019	1,419,047

	SY 23-24 Forecasted Actuals	SY 24-25 Budget
Other Retirement Contributions	80,256	131,169
Unemployment Compensation	35,611	37,391
Workmens Compensation	61,251	65,538
Benefits and Taxes Total	2,704,007	2,666,850
Purchased Professional & Technical Services		
Other Purch Tech Svcs Reg	108,088	118,897
Other Purch Tech Svcs SPED	304,843	335,327
Speech Svcs	191,079	210,187
Purchased Professional and Tech Serv PD	123,940	138,812
School Admin Purch Tech Svcs	32,002	35,203
Fiscal Svcs	216,386	238,024
Safety and Security Services	108,991	119,891
Purchased Services - Student Activity Fund	107,413	118,154
Other Purch Prof Svc - Occupational Therapy	207,755	228,531
Legal Svcs	74,329	81,762
Audit Svcs	42,266	46,493
Purchased Educational Services - Afterschool	73,606	80,967
Fiscal Purch Prof and Tech Svcs	75,011	82,513
Admin Tech Svcs	49,603	54,563
Purchased Professional & Technical Services Total	1,715,313	1,889,324
Purchased Property Services		
Other Purchased Property Services	7,706	8,477
Disposal Svcs	19,340	21,274
Custodial Svcs	14,810	16,291
Lawn Care	44,278	48,705
Repairs and Maint Svcs	408,905	429,351
Rentals - CoCurricular Activities	3,253	3,578
Renting Land and Bldgs-Operation and Maintenance of Buildings	16,835	18,518
Rental of Equip School Admin	74,728	82,200
Purchased Property Services Total	589,855	628,394
Other Purchased Services		
Student Transportation	404,894	483,075
Liability Insurance	353,880	371,574
Prop Ins	372,957	410,253
Communications	206,775	227,452
Advertising	11,295	11,860
Food Svcs Operations	635,027	673,128
Tuition to Alternative Schools	7,000	7,350
Miscellaneous Purchased Services	78,569	82,497
Miscellaneous Purchase - School Administration	12,998	13,648
Other Purchased Services Total	2,083,394	2,280,837
Supplies		
Regular Programs	339,133	373,046
Special Education	5,535	6,089
Supplies - Student Activity Fund	14,658	16,124
Supplies- Supplies - Athletics	24,368	26,805
Supplies - Medical Services	798	877
Supplies Improvement Instructional Staff	23,273	25,600
School Admin Suplies	40,632	44,695
Operation and Maintenance of Buildings	126,654	139,320
TechRegular Programs	27,685	30,454
Tech-School Admin	18,237	20,060
Electricity	347,101	360,985
Supplies Total	968,073	1,044,055
Dues & Fees - Miscellaneous		

	SY 23-24 Forecasted Actuals	SY 24-25 Budget
Miscellaneous School Admin	4,212	4,389
Dues and Fees School Admin	333,796	357,314
Dues & Fees - Miscellaneous Total	338,008	361,703
Expenses Total	19,028,675	19,341,602
NET ORDINARY INCOME	1,613,850	845,451
Extraordinary Expenses		
Depreciation and Amortization		
Depreciation	742,857	724,421
Depreciation and Amortization Total	742,857	724,421
Interest		
Other Objects-Interest-Debt Service	87,790	88,994
Interest Total	87,790	88,994
Extraordinary Expenses Total	830,646	813,415
TOTAL EXPENSES	19,859,322	20,155,017
NET INCOME	783,204	32,035

Coversheet

Approve Math Professional Development Contracts

Section: II. Action Items
Item: D. Approve Math Professional Development Contracts
Purpose: Vote
Submitted by:
Related Material: 24-25_Audobon Charter Schools_Lyon_Contract.docx
24-25_Audobon Charter Schools_Toplin_Contract.docx

Audubon Charter Schools Contract and Scope of Work

Commitments between Audubon Charter Schools & Stephanie Lyon

Participating Leaders:	Participating Leaders: Dana, Sophie, Nicole, Adrienne Coach: Stephanie Lyon M: 404 808 9400 e: lyon.edleadership@gmail.com
Timeline:	June 2024 through May 2025
Coaching Cost:	\$30,300

Network’s Financial Commitment:

Audubon Charter Schools will pay Stephanie Lyon 50% of the total (\$15,150) in August and the final 50% of the total (\$15,150) in the middle of the cycle, January 2025.

Leader Sign-off on Commitments

I _____ agree to the commitments outlined in this contract. We understand that this contract and its attachments represent the complete agreement between our two entities.

PLEASE SIGN BELOW AFTER READING & INITIALING EXHIBIT A:

Date: _____

Leader Name: Adrienne Collopy
Network: Audubon Charter Schools
Title: CAO

Date: _____

Stephanie Lyon

CONSULTING AGREEMENT

THIS INDEPENDENT CONSULTING AGREEMENT (“Agreement”) is made and entered into as of the 3rd day of June 2024 between Stephanie Lyon (“Consultant”) and **Audubon Charter Schools** (“Client”), (together, “Parties”)

NOW THEREFORE, in consideration of the payments being made herein and the consulting services being granted herewith, and of the mutual promises and agreements set forth herein, the Parties hereto do hereby agree as follows:

1. **Services.** The Consultant shall provide educational services as further described in **Exhibit A**, which is attached hereto and incorporated herein by reference.
2. **Term.** Consultant shall commence providing services under this Agreement to Client on June 1, 2024 and will complete performance by May 31, 2025 unless this Agreement is terminated or otherwise canceled prior to that time.
3. **Compensation.** Client agrees to pay the Consultant for services rendered pursuant to this Agreement which shall be due and payable as named in “Network’s Financial Commitment” on page 1. The services shall be performed as set forth in **Exhibit A**.
4. **Expenses.** Client shall not be responsible for any costs or expenses paid or incurred by Consultant in performing services for Client.
5. **Independent Contractor.** Consultant in the performance of this Agreement shall be and act as an Independent Contractor. Consultant understands and agrees that it and its employees shall not be considered officers, employees, agents, partners or joint venturers of Client and are not entitled to any benefits of any kind or nature normally provided to employees of the Client, including but not limited to, workers’ compensation insurance or state unemployment compensation.
6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, supplies, equipment and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Performance of Services.**
 - 7.1 **Standard of Care.** Consultant represents that it has the qualifications to perform the Services in a competent and professional manner, without the supervision of the Client. It will perform services using reasonable care and skill in a manner consistent with generally accepted industry standards and in accordance with applicable law.
 - 7.2 **Meetings.** Consultant and Client agree to cadence of meetings outlined in **Exhibit A**.
 - 7.3 **Client Approval.** The work completed herein must meet the approval of Client and shall be subject to review and supervision for the successful completion hereof.
 - 7.4 **New Project Approval.** Consultant and Client recognize that Consultant’s Services may include working on other projects for Client. Consultant will secure approval of Client prior to working on new projects for Client
 - 7.5 **Subcontractors.** Consultant may use Subcontractors to perform services pursuant to the Agreement outlined in **Exhibit A**.
8. **Intellectual Property**
 - 8.1 **Ownership by Consultant.** Title to and ownership of all work product, data, reports, and materials created by or on behalf of Consultant (whether prior to the date of this Agreement or thereafter, including those created in the course of implementing and executing the Services), whether partial or complete, and any work product derived therefrom (collectively referred to as the “Work”) shall be and remain solely owned by the Consultant except for the Client Data. Consultant shall be considered the author of the Work for purposes of copyright and only Consultant shall have the right to copyright the same. Additionally, Consultant retains all rights, title and interest in and to all processes, methods, systems, layouts, and information used in creating the Work. The Client hereby assigns and agrees to assign to Consultant any and all rights in and to the Work (other than Client Data) which Client has or may hereafter acquire.

- 8.2 License to Consultant.** The Client grants Consultant a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of the Client Data in de-identified and/or aggregated form, provided such data is not identifiable to any individual or entity including the Client. The Client agrees that Consultant may use any de-identified data provided by Client or which are otherwise collected by Consultant during the course of the engagement for any and all purposes, provided such data is not identifiable to any individual or entity including the Client.
- 8.3 Ownership by the Client.** As between the Client and Consultant, the Client owns all rights in and to Client Data in the form it is provided to Consultant by or on behalf of Client in connection with this Agreement. In addition to the other licenses granted herein, the Client agrees that Consultant may use Client Data to perform its obligations hereunder and may use de-identified Client Data for its legitimate business purposes, including, without limitation, for purposes of publication, research, evaluation and presentation by AFA provided such data is not identifiable to any individual.
- 8.4 Promotional Materials.** The Client agrees that Consultant may use descriptions of the Services in future promotional materials and client lists, and that Consultant may explicitly identify the Client as a client of Consultant and the Services.
- 8.5 License to the Client.** Consultant grants the Client a limited, revocable, personal, non-exclusive, non-transferable, non-sublicensable license to use the Work provided to Client by Consultant solely in connection with the Client’s own internal business operations, trainings, and analysis. The Client expressly agrees not to disclose the Work to any third party except as expressly authorized by Consultant in advance in writing.
- 8.6 Survival.** The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.
- 9. Termination.** The term of this Agreement will begin on the Effective Date and shall terminate on May 31, 2024. Either party may terminate this Agreement at any time and for any reason by thirty (30) days written notice by either Party. Upon termination, no further performance including payment shall be required of either Party, except Client shall pay any fees due for services rendered prior to the date of termination.
- 10. Data.** The Client recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR 99 (“FERPA”), Consultant is considered a “Client Official” with a legitimate educational interest, providing services that would otherwise be performed by the Client, and under the control and direction of the Client with respect to the education records. The Client shall define the criteria for determining who constitutes a “Client Official” and what constitutes a “legitimate educational interest” as permitted by FERPA, broadly enough to permit the provision of the Services hereunder, and reasonably inform students or their parents of the same in accordance with 34 C.F.R. § 99.31. Consultant shall comply with all applicable provisions of FERPA in receiving and handling personally identifiable information (“PII”) from education records as a “Client Official” under FERPA.

The Parties agree that confidential or proprietary data may be shared between the Parties and may only be used by the other Party for the purposes identified in Exhibit A. The Parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of PII (including transmission of data), to the extent applicable.

The Parties agree that any Confidential Information shall be made available only to their employees, officers, directors, financial and legal advisors, agents or representatives (collectively “Representatives”) who need to access the Confidential Information in order to further the purpose of the Services addressed in this agreement and as required by law. The Parties further agree to inform their Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The Parties acknowledge that

irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with Consultant's Services.

Separate from the Parties' obligations with respect to student data, the Client agrees not to send Consultant any data that can identify an individual ("Personal Data") unless otherwise mutually agreed that it is a requirement in order to effectuate Consultant's Services under the Agreement. In such circumstances, the Parties shall comply with the obligations imposed on them by applicable data privacy legislation and these paragraphs. In providing Consultant with Personal Data, the Client will be acting as the data controller and will confirm that the Client has complied with relevant laws and obtained all necessary consents for lawful processing, including in connection with any transfers of the Client's Personal Data.

- 11. Mutual Indemnification.** Consultant shall hold Client, its directors, officers, partners, successors, assigns, and agents harmless and indemnify each of them from and against actual claims, losses, damages, liabilities, penalties, fines, expenses or costs, plus reasonable attorneys' fees and expenses incurred in connection with claims arising solely out of: (i) Consultant's negligence, gross negligence, or willful misconduct caused by Consultant's negligent performance of professional services under this Agreement; or (ii) a material breach or violation by Consultant of material representations, warranties, covenants, or agreements contained in this Agreement. Client shall hold Consultant harmless and indemnify it from and against actual claims, losses, damages, liabilities, penalties, fines, expenses or costs, plus reasonable attorneys' fees and expenses incurred in connection with claims arising solely out of: (i) Client's negligence, gross negligence, or willful misconduct; or (ii) a material breach or violation by Client of material representations, warranties, covenants, or agreements contained in this Agreement.
- 12. Assignment.** Neither Party will assign or otherwise transfer this Agreement in whole or in part without the prior written consent of the other Party; provided, however, that Client may, without the consent of Consultant, assign this Agreement in connection with the sale of substantially all of its assets, or the merger or like change of control. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns permitted hereby.
- 13. Entire Agreement.** This Agreement, including all exhibits and amendments hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all other oral and written representations, understandings, or agreements relating to the subject matter hereto.
- 14. Confidentiality** Consultant acknowledges that in providing services pursuant to this Agreement it may have access to and use of Client's confidential, proprietary and/or trade secret information ("Proprietary Information"). Consultant will maintain in confidence, and will not directly or indirectly use or disclose, either during or after the term of this Agreement, any Proprietary Information, except as necessary to perform the Services pursuant to this Agreement. The restrictions contained in this Section will not apply to: any information generally known to the public; any information in possession of the Consultant prior to this Agreement; any information independently developed by the Consultant without use of the Proprietary Information or; any information required to be disclosed by operation of law.
- 15. Choice of Law and Venue.** This Agreement will be construed in accordance with the laws of the State of New York. Any legal proceeding to interpret or enforce this Agreement shall be brought in the County and State of New York. Each party consents, acknowledges and agrees to venue and jurisdiction in New York, New York.
- 16. Attorneys' Fees.** In the event either Party breaches its obligations under this Agreement, the non-breaching Party will be entitled to all costs and expenses incurred, including reasonable attorneys' fees, because of the breach. In addition, in the event arbitration, suit or action is instituted to enforce any of the terms of this Agreement, the prevailing Party will be entitled to recover from the other Party such sum as the court or arbitrator may adjudge reasonable as attorneys' fees in arbitration, at trial, and on appeal of such suit or action, in addition to all other sums allowed by law.
- 17. Resolution of Disputes.** In the event of any dispute, claim or disagreement relating to the interpretation or enforcement of this Agreement, the Parties will use commercially reasonable efforts to settle the

dispute, claim, or disagreement. To this end, the Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to each Party. If the Parties do not reach such a solution within a period of sixty (60) days, then, upon notice by either Party to the other pursuant to Section 8.12 below, the dispute, claim or disagreement will be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will be conducted before a single arbitrator in New York. The arbitrator will have the authority to assess arbitration costs and expenses against either or both Parties. The decision in the arbitration will be binding on all Parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction. This section will not prohibit either Party from seeking equitable relief in accordance with Section 14 above.

18. Severability. In the event that a court of competent jurisdiction holds any term or provision of this Agreement invalid, void, or unenforceable, then the remainder of this Agreement, and the application of such provision, will not be affected, impaired, or invalidated thereby, and each such term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

19. Force Majeure. Either Party shall be excused from performance, without penalty, for delay in, or failure of, performance or shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. "Force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Force majeure may include, but is not limited to, acts of nature, acts of government (including, but not limited to, political subdivisions, school districts, or local education agencies that authorize and oversee ASU) not related to breach of any legal or regulatory obligation by either Party, fire, earthquake, strike, lockout, civil disorder, war, or commandeering by any agency of government, epidemics, and quarantine restrictions. If either Party is delayed at any time by force majeure, the delayed Party shall notify the other Party's designated representative of such delay, in writing and via telephone when feasible, as soon as practicable and shall specify the cause(s) of such delay. The delayed Party shall cause such delay to cease as soon as practicable.

20. Binding Effect. The provisions of this Agreement will be binding upon, will inure to the benefit of the respective successors, and permitted assigns of the Parties.

21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and the counterparts will together constitute the same instrument, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf format), or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below:

Date: _____

Date: _____

Client

Consultant

By: _____

By: _____

Exhibit A - Scope of Coaching Engagement

Cost: \$30,300

- Curriculum implementation and personal leadership coaching for Dana, Sophie, Nicole
- Ongoing implementation and math strategy coaching and alignment with Adrienne

Plan for Our Time Together:

<p>Summer</p> <p>Curriculum: Steph - \$2,800</p> <p>PD: Steph - \$2,600</p>	<ul style="list-style-type: none"> • iReady Implementation Guide (paid) • Doc Revision: Lesson Internalization/Planning for a week, revised AotY, and observation checklist (paid) • (\$2,800 Steph) Identifying strategies and rewriting the “lesson purpose” <ul style="list-style-type: none"> ○ ~140 lessons per grade x 10 min per lesson (strategies and key points) x 9 grades ~ 33.6 <ul style="list-style-type: none"> ■ \$3,740 per grade quote // \$2,500 per grade actual ○ Agreement: two units per grade, Steph K-3 (28% of lessons), Sari 4-8 (25% of lessons) • (\$2600 Steph) Summer/Ongoing PD: <ul style="list-style-type: none"> ○ (\$1,000 Steph) Story Problems 90 min session (K-8; All) ○ Planning: <ul style="list-style-type: none"> ■ Unit Launch (paid for below) 75 min; ■ (\$300 Steph) Intro Purposeful Planning Guide and grade level planning 90 min ○ Progression/Trajectory: <ul style="list-style-type: none"> ■ (\$650) 90 min add/sub, K-8 ■ (\$650) 90 min mult/div, K-8
<p>During the School Year</p> <p>Site Visits: Steph - \$15,900</p> <p>Other: Steph - \$9,000</p>	<ul style="list-style-type: none"> • Monthly Half-Day Walkthroughs with each coach to gauge progress on Implementation Plan (IM and iReady) and planning time to adjust strategy as needed. Includes a write up with strengths and areas for growth trends aligned to the Implementation Plan to be shared with Adrienne. <ul style="list-style-type: none"> ○ Also includes a sample lesson taught during each visit (\$150 each lesson) <ul style="list-style-type: none"> ■ (\$900 each coach) 6 for Stephanie - bank for schools ○ August, September, October, November, January, February, March, April ○ *includes 30 min call the week before to plan the site visit ○ Ideally the grade aligned coaches attend the walkthrough at the other campus. ○ (\$5,000) Gentilly K-3: Dana Dodd (AP) ○ (\$10,000) Uptown Lower Montessori K-3: Nicole / French 1-3: Sophie • (\$1,000) Alignment Meetings <ul style="list-style-type: none"> ○ November through May ○ Monthly Coaches with Adrienne (Steph owns and drives) to share data, strengths, challenges, and to work through next steps • (5,000 Steph) Data and Action Planning <ul style="list-style-type: none"> ○ Half-day each campus/leader ○ iReady Diagnostic 1 → dig into results, action plan, how to monitor ○ iReady Diagnostic 2 → dig into results, action plan, how to monitor ○ LEAP Readiness → (Feb/Mar) where are we in S&S, what data on specific kids, what next steps in content, tutoring, and parent support • (\$3,000) Unit Launches - 75 min <ul style="list-style-type: none"> ○ Steph: K-3 Uptown, K-3 Gentilly ○ Sari: 4-8 Gentilly, 4-8 Uptown

	<ul style="list-style-type: none">○ Prepare coach and teacher leader to lead (\$3000 total, each coach)<ul style="list-style-type: none">■ Steph: K-3 G, Sophie/Nicole■ Sari: 4-8 G, Cheri/Roxanne■ 1 - we lead // Summer?■ 2 - we plan together (c/tl); we lead // 9/20■ 3 - they plan (c/tl); we fb; lead together■ 4 - they plan (c/tl); we fb; they lead; we fb● Planning Next Year: Steph, Sari, Adrienne<ul style="list-style-type: none">○ Full day in May to check progress against goals for the year, adjust multi-year plan for next year, draft/adjust Implementation Plan for 25/26○ Draft scope of work with consultants for 25/26
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Coach Initial: _____

Leader Initial: _____

Audubon Charter Schools Contract and Scope of Work

Commitments between Audubon Charter Schools & Sari Toplin

Participating Leaders:	Participating Leaders: James, Cheri, Roxane, Adrienne Coach: Sari Toplin M: 503 260 5969 e: makeitcountmath@gmail.com
Timeline:	June 2024 through May 2025
Coaching Cost:	\$35,505

Network’s Financial Commitment:

Audubon Charter Schools will pay Sari Toplin 50% of the total (\$17,752) in August and the final 50% of the total (\$17,753) in the middle of the cycle, January 2025.

Leader Sign-off on Commitments

I _____ agree to the commitments outlined in this contract. We understand that this contract and its attachments represent the complete agreement between our two entities.

PLEASE SIGN BELOW AFTER READING & INITIALING EXHIBIT A:

Date: _____

Leader Name: Adrienne Collopy
Network: Audubon Charter Schools
Title: CAO

Date: _____

Sari Toplin

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dispute, claim, or disagreement. To this end, the Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to each Party. If the Parties do not reach such a solution within a period of sixty (60) days, then, upon notice by either Party to the other pursuant to Section 8.12 below, the dispute, claim or disagreement will be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will be conducted before a single arbitrator in New York. The arbitrator will have the authority to assess arbitration costs and expenses against either or both Parties. The decision in the arbitration will be binding on all Parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction. This section will not prohibit either Party from seeking equitable relief in accordance with Section 14 above.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below:

Date: _____

Date: _____

Client

Consultant

By: _____

By: _____

Exhibit A - Scope of Coaching Engagement

Cost: \$35,505

- Curriculum implementation and personal leadership coaching for James, Cheri, Roxane
- Ongoing implementation and math strategy coaching and alignment with Adrienne

Plan for Our Time Together:

<p>Summer</p> <p>Curriculum: Sari - \$4,125</p> <p>PD: Sari - \$5,480</p>	<ul style="list-style-type: none"> • (\$1000 Sari) Pacing Guide... <ul style="list-style-type: none"> ○ Unit name: purpose, section name: purpose, standards across the unit and how it builds across a unit ○ K-2 likely cut Check Points; 3-8 as desired ○ French: G2 wants to do story problems later (U2SC moves to end of U4); G3 wants to go faster in the beginning, especially with graphing • Doc Revision: Lesson Internalization/Planning for a week, revised AotY, and observation checklist • (\$3,125 Sari) Identifying strategies and rewriting the “lesson purpose” <ul style="list-style-type: none"> ○ Steph and Sari complete the work for lessons across the year identifying the key strategies and key points and revising the lesson purpose as needed (K-3; 4-8) ○ Could be an addition to the pacing guide doc (see mock up g2) ○ ~140 lessons per grade x 10 min per lesson (strategies and key points) x 9 grades ~ 33.6 <ul style="list-style-type: none"> ■ \$3,740 per grade quote // \$2,500 per grade actual ○ *could look into cost-sharing with KIPP and give them G3/G4 Unit Launch materials ○ Agreement: two units per grade, Steph K-3 (28% of lessons), Sari 4-8 (25% of lessons) • (\$5,530 Sari) Summer/Ongoing PD: <ul style="list-style-type: none"> ○ (\$2880 Sari) for new to IM (two 3-hr sessions) <ul style="list-style-type: none"> ■ Participants: Claudine (french interventionist), Lauren (new block teacher), Montessori K, Tomika (moving from 2 to K), Montessori 4, French 4, French 5, Gentilly 1, Gentilly 2, Gentilly 7, Gentilly 8, Montessori 5/6 ○ (\$300 Sari) Story Problems 90 min session (K-8; All) ○ Planning: <ul style="list-style-type: none"> ■ Unit Launch (paid for below) 75 min; ■ (\$1,000 Sari) Intro Purposeful Planning Guide and grade level planning 90 min ○ Progression/Trajectory: <ul style="list-style-type: none"> ■ (\$650 each coach) 90 min add/sub, K-8 ■ (\$650 each coach) 90 min mult/div, K-8
<p>During the School Year</p> <p>Site Visits: Sari - \$15,900</p> <p>Other: Sari - \$10,000</p>	<ul style="list-style-type: none"> • (\$1250 per day) Monthly Full-Day Walkthrough at each campus to gauge progress on Implementation Plan (IM and iReady) and planning time to adjust strategy as needed. Includes a write up with strengths and areas for growth trends aligned to the Implementation Plan to be shared with Adrienne. <ul style="list-style-type: none"> ○ Also includes a sample lesson taught during each visit (\$150 each lesson) <ul style="list-style-type: none"> ■ (\$900 each coach) 6 for Sari, 6 for Stephanie - bank for schools ○ August, September, October, November, January, February, March, April ○ *includes 30 min call the week before to plan the site visit ○ Ideally the grade aligned coaches attend the walkthrough at the other campus. ○ (\$5,000) Gentilly 4-8: James White (Instructional Coach)

	<ul style="list-style-type: none"> ○ (\$10,000) Uptown Upper Montessori 4-8: Cheri / French 4-5: <u>Roxane</u> ● (\$1,000 per coach) Alignment Meetings <ul style="list-style-type: none"> ○ November through May ○ Monthly Coaches with Adrienne (Steph owns and drives) to share data, strengths, challenges, and to work through next steps ● (\$5,000 Sari) Data and Action Planning <ul style="list-style-type: none"> ○ Half-day each campus/leader (Sari 3; Steph 3) ○ iReady Diagnostic 1 → dig into results, action plan, how to monitor ○ iReady Diagnostic 2 → dig into results, action plan, how to monitor ○ LEAP Readiness → (Feb/Mar) where are we in S&S, what data on specific kids, what next steps in content, tutoring, and parent support ● (\$1,000) PD to Launch Phases → Sari <ul style="list-style-type: none"> ○ 90 min K-8 Launch Phase 2 (\$500 to write) ○ 90 min K-8 Launch Phase 3 (\$500 to write) ● (\$3,000 per coach) Unit Launches - 75 min <ul style="list-style-type: none"> ○ Steph: K-3 Uptown, K-3 Gentilly ○ Sari: 4-8 Gentilly, 4-8 Uptown ○ Prepare coach and teacher leader to lead (\$3000 total, each coach) <ul style="list-style-type: none"> ■ Steph: K-3 G, Sophie/Nicole ■ Sari: 4-8 G, Cheri/Roxanne ■ 1 - we lead // Summer? ■ 2 - we plan together (c/tl); we lead // 9/20 ■ 3 - they plan (c/tl); we fb; lead together ■ 4 - they plan (c/tl); we fb; they lead; we fb ● Planning Next Year: Steph, Sari, Adrienne <ul style="list-style-type: none"> ○ Full day in May to check progress against goals for the year, adjust multi-year plan for next year, draft/adjust Implementation Plan for 25/26 ○ Draft scope of work with consultants for 25/26
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Coach Initial: _____

Leader Initial: _____

Coversheet

Approve 2024-25 EdOps Contract

Section: II. Action Items
Item: E. Approve 2024-25 EdOps Contract
Purpose: Vote
Submitted by:
Related Material: EdOps 3 Year SOW - FY25 Finance - AUD.docx.pdf



**STATEMENT OF WORK
FINANCE AND ACCOUNTING SERVICES
2025 FISCAL YEAR**

THIS STATEMENT OF WORK (the “Agreement”) is made and entered into as of July 1, 2024 (the “Effective Date”) by and between Audubon Charter School (the "School") and EdOps (hereinafter, separately a “Party” and jointly “the Parties”).

The following provisions are designated in accordance with the existing Services Agreement, which is incorporated herein by reference.

Nature of Services

Our service offering comprises complementary financial and business consulting and business process outsourcing services that are critical to successfully planning, launching, and implementing a financially sound and fiscally sustainable business model. The Services, detailed below, include creating a detailed budget, performing bookkeeping and accounting services, preparing financial statements and reports, providing analysis and insight on the School’s fiscal performance, supporting the School with financial aspects of federal grants administration, and acting as the interface for the School’s annual audit. Helping the School develop the organizational capacity to execute critical financial operating procedures and internal controls also cuts across our Services.

I. BUDGETING

EdOps provides technical support to School staff in preparing annual and multi-year budgets. Beyond performing the technical modeling work, we strive to ensure that the budget is a strategic document that captures the vision and direction of the School.

EdOps Responsibilities	<ul style="list-style-type: none"> ▪ Using its proprietary budget tool, EdOps will work with the School to create a detailed accrual-basis budget for the upcoming year and, as requested by the School for internal use, the following four years. ▪ In addition to an aggregate School-level budget, EdOps can support the School in preparing departmental and/or location-specific budgets if desired. ▪ EdOps will provide initial budget draft within three business weeks from receipt of a final set of assumptions from the School. This includes both single and multi-year budgets and facilities modeling. EdOps will provide budget updates within two business weeks from receipt of a final set of assumptions from the school. This includes both single and multi-year budgets and facilities modeling. While minor subsequent updates (e.g., adding or removing a position; updating a vendor contract amount) can be made more quickly (i.e., within 48 hours), major revisions of the budget generally require two weeks. An example of a “major revision” would be changes to the facilities financing assumptions. Given the impact of that and the long-running nature of those transactions, we want to ensure appropriate reviews are happening at different levels of the Finance Team. ▪ EdOps works with School staff to revise budgets, when required by the authorizer, during the year to reflect changing circumstances at the School or in funding levels.
School Responsibilities	<ul style="list-style-type: none"> ▪ EdOps’ primary role is to facilitate the discussion and give financial form to the School’s ideas. EdOps can provide guidance, but managerial and budgeting decisions ultimately rest with School. ▪ For departmental budgeting, School management will define departments/cost centers and provide EdOps with expense items for these departments and/or allocations of items to be distributed among these departments. EdOps will help management review each departmental budget and prioritize competing requests within the context of the School’s mission. ▪ The School’s Board of Trustees must approve the budget before the Authorizer’s annual deadline.



II. ACCOUNTING AND MONTHLY CLOSE

The foundation of the budgeting and analytical work we perform is strong basic accounting and bookkeeping executed in accordance with Generally Accepted Accounting Principles. We strive to carry out our accounting engagements with staff who are not only technically skilled and personable, but who are also passionate and knowledgeable about schools.

<p>EdOps Responsibilities</p>	<ul style="list-style-type: none"> ▪ EdOps prepares and records journal entries and maintains the general ledger according to accepted accounting standards. ▪ EdOps reconciles primary bank and investment accounts to the general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required. ▪ EdOps reconciles credit card accounts to the general ledger monthly or upon receipt of statements. ▪ EdOps records capitalized assets as provided by the School and records related depreciation and amortization in the general ledger. ▪ EdOps maintains necessary supporting schedules such as restricted net assets, grant/pledge discounts, loan amortization, etc. ▪ EdOps maintains the School’s chart of accounts and can use customized account codes (within reason) for unique features of the School program. ▪ EdOps can track revenue and expenditures by fund - e.g., Title I funds and expenditures. ▪ EdOps trains appropriate personnel on accounting procedures and practices designed to support accurate record keeping.
<p>School Responsibilities</p>	<ul style="list-style-type: none"> ▪ The School will provide online read-only access to all bank accounts, credit card accounts, investment accounts and other accounts that EdOps will be reconciling. The School will provide any statements for which online access cannot be established at least 12 business days prior to when financials are due to the School or required to be submitted externally. ▪ A member of the School’s staff will be designated as the operational interface between the School and EdOps. That individual will respond promptly to all requests for information from EdOps staff regarding financial activity for the month including grants, pledges, contracts, obligations, contingent revenues or expenses, and generally any transactions or conditions which may impact the financial statements or forecast for the School under GAAP. ▪ The School will manage depositing incoming checks, cash, or other instruments into the School’s bank account(s) including making and maintaining copies of all checks to be deposited. ▪ The School will obtain/retain receipts for all credit card transactions, and file such receipts with each month’s credit card statement/reconciliation bundle. ▪ The School will provide information on grants, pledges, or other similar items that are pending, expected, or awarded. ▪ The School is responsible for obtaining a subscription to Quickbooks Online (or another mutually agreeable accounting system that EdOps can remotely access) and paying all associated fees. ▪ Note: Because EdOps needs bank statements to complete a financial close and adequate time to resolve questions with staff, full financial packages based on prior month financials cannot be delivered prior to the 20th of the month. All remaining financial information (e.g., credit card coding, deposit information, paper check documentation) must be received from the school at least 12 business days prior date of delivery to ensure it is properly coded or we cannot guarantee it will be accurately represented in that month's financials.

III. FINANCIAL STATEMENTS, ANALYSIS, AND BOARD SUPPORT

EdOps produces financial statements as part of its monthly close process. One of the cornerstones of the EdOps approach is that we go beyond simply producing generic backward-looking financial reports. We work to make financial data relevant and actionable for School leaders and Board members by supplementing the historical data with forward-looking analytics and explanatory narrative.

<p>EdOps Responsibilities</p>	<p><i>Financial Statements</i></p> <ul style="list-style-type: none"> ▪ EdOps prepares a monthly YTD income statement compared to budget and balance sheet in time for board meetings and LA specific submissions. Once financials are submitted to the authorizer (30 days after the quarter ends), EdOps will not make changes to the accounting
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	<p>system for individual expenses and revenue transactions that are less than \$1,000 for the closed period, unless they are grant-related or federally-funded.</p> <ul style="list-style-type: none"> EdOps can generate the following supplemental reports upon request: detailed account activity; bank register activity; summary of budget, expenditures by account; cash balances; payroll register (for periods when payroll is processed by EdOps); revenues; general ledger account balances. EdOps can generate reports for departmental spending to support budget management by department or function. <p><i>Analysis and Board Support</i></p> <ul style="list-style-type: none"> EdOps critically reviews budget to actuals and updates the budget forecast on a quarterly basis. EdOps produces a cash flow forecast showing anticipated cash balances by month through the end of the fiscal year to assist the School with cash flow management. EdOps performs reasonable financial analysis that the staff or board requests. EdOps will also provide customized financial reports (within reason) for grant proposals. EdOps helps School leaders work through options to manage cash position, both excess liquidity and potential shortfalls. In addition to financial statements, EdOps provides a presentation summary and analysis of the financial statements so the Board and staff can quickly focus on the salient financial issues facing the School. EdOps will attend monthly board meetings or finance committee meetings by teleconference as requested (up to one per month) to present its financial statements, analysis, and forecast. EdOps can attend additional leadership meetings at the request of the School (e.g. both a Board meeting and Finance Committee meeting), but will bill hourly for meetings in excess of one per month, including travel and preparation time. As requested, EdOps can help the School leader find solutions to financial issues by recommending budget changes.
<p>School Responsibilities</p>	<ul style="list-style-type: none"> The School is responsible for providing EdOps with dates for any Board or Finance Committee meetings at which its support is needed at least 12 business days in advance. In performing financial forecasting, EdOps is dependent on the School for providing timely updates on operational items that impact financial performance such as new vendor contracts, changes in enrollment outlook, or new grant awards Financial forecasting is inherently uncertain. School is responsible for critically reviewing and forming its own judgment regarding the validity of any forecasts provided by EdOps.

IV. AUDIT AND 990 SUPPORT

EdOps supports the auditor during audit field work and in preparing the School’s annual 990 tax filing to reduce the impact on School staff.

<p>EdOps Responsibilities</p>	<ul style="list-style-type: none"> Before the beginning of audit field work, EdOps completes an internal close of the School’s financial books for the fiscal year. EdOps prepares all financial schedules on the auditor’s “Prepared by Client” or “School Assistance” list. EdOps provides face-to-face assistance as requested by the auditor during fieldwork and conducts follow up work responding to auditor’s financial requests. EdOps supports the School and auditor in preparing Form 990 tax-exempt organization annual filing. The audit firm is responsible for compiling and filing the form with the School’s approval. EdOps supports the process by providing financial information requested by the auditor.
<p>School Responsibilities</p>	<ul style="list-style-type: none"> The School will provide all information required to do a full year-end close two business weeks prior to the date financials are due to auditors (typically, one week prior to field work). The School will prepare the non-financial items required by the auditors and assist EdOps in resolving and reconciling all outstanding items and issues that arise as EdOps closes books for the year and prepares deliverables for the auditor. The school will prepare the human resources-related items required by the auditors. This includes any benefits reconciliation schedules.



	<ul style="list-style-type: none"> ▪ The School will assist the audit team during the on-site portion of the audit. This support will include providing access to files and requested documentation. ▪ Throughout the audit process, the School will provide EdOps and auditor with occasional clerical assistance. Clerical duties will include, but are not limited to, gathering and/or copying relevant documentation, including contracts, leases, invoices, bank statements, etc. ▪ For clarification, fees for audit and 990 are paid by the School, and it is the School’s and auditor’s sole responsibility to ensure these forms are filed. The School is solely responsible for the accuracy of all disclosures in the 990.
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V. PAYROLL SUPPORT

EdOps clients generally use a full-service payroll processor (e.g. ADP or Paychex) to manage payroll and associated tax remittances. EdOps serves as the primary interface between the School and payroll processor.

EdOps Responsibilities	<ul style="list-style-type: none"> ▪ EdOps serves as the primary interface with the School's payroll processing firm, communicating new hire information, time for hourly employees, payroll changes, and leave usage (if tracked through payroll) based on information provided by the School. ▪ At the request of the School, EdOps can prepare remittances for 401(k) or 403(b) and D.C. Retirement Plan contributions using information in official payroll reports. ▪ EdOps coordinates the preparation of Forms W-2 with payroll processor. ▪ Additional payroll runs outside of the normal semi-monthly / bi-weekly schedule can be completed by EdOps for an additional fee. This excludes any state-mandated payroll runs, e.g., in the event of a staff termination.
School Responsibilities	<ul style="list-style-type: none"> ▪ School will update an EdOps–provided spreadsheet payroll data file and provide it to EdOps at least 24 hours before payroll vendor’s data entry cut-off date for each pay date. The School is responsible for reviewing all payroll data prior to submission to the payroll processor as well as the final reports documenting payroll submission. ▪ The School is responsible for the accurate and timely transmittal of all employee-related payroll data to EdOps for entry into the payroll system including personal, tax, benefits, and other required information. ▪ The School is responsible for the administration of its employee benefits programs and the filing of Forms 1095 as required by the Affordable Care Act. This includes any recurring or annual reconciliations of staff benefit deductions. ▪ Note: School retains and pays the fees for the payroll processing company (e.g., ADP, Paychex).

VI. ACCOUNTS PAYABLE

EdOps coordinates schools’ usage of an online accounts payable system to manage payables in a modern and efficient manner. We support our clients with the implementation and ongoing management of that solution.

EdOps Responsibilities	<ul style="list-style-type: none"> ▪ EdOps reviews School staff coding of invoices (or performs initial coding if missing) in the School’s online accounts payable system on an agreed-upon schedule with the School. EEdOps will approve invoices outside of the agreed-upon schedule within 24 hours. ▪ EdOps serves as the primary interface between the School and its online accounts payable platform provider, managing issues such chart of accounts maintenance and system implementation. ▪ EdOps records in detail all transactions (bills, checks, deposits, etc.) into accounting software package. ▪ EdOps oversees the migration of check and invoice data from the online accounts payable system to the School’s accounting software. ▪ EdOps prepares Forms 1099 and Form 1096 for non-incorporated vendors and contract employees paid through AP (or via payroll).
School Responsibilities	<ul style="list-style-type: none"> ▪ The School will use an online accounts payable service (AnyBill or other mutually agreeable provider) and pay all fees associated with that service. ▪ The School will identify at least one payment authorizer who is responsible for approving all checks and invoice coding prior to release. Note that final coding and approval decisions are solely the responsibility of the School. ▪ The School will communicate to EdOps or tag directly in the online payable system all invoices that should be applied to federal or other grant awards.



	<ul style="list-style-type: none"> ▪ The School is responsible for obtaining W-9s for all vendors and for providing accurate tax ID and corporate form data on its vendors to EdOps to support filing of 1099s. ▪ School is responsible for preparation and distribution of any paper checks.
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VII. GRANTS ADMINISTRATION

EdOps will assist the School with the financial portion of grants applications as well as completing reimbursement requests associated with spending under those grant programs as specified below. As an optional hourly service, EdOps can provide support for any newly awarded public grants not outlined below and any private grants. Any grants that the School was receiving in FY24 are included in our monthly rate and exempted from the hourly pricing.

EdOps Responsibilities	<ul style="list-style-type: none"> ▪ EdOps assists with the financial portion of the initial applications for many of the non-competitive, recurring programs (i.e., ESEA, IDEA, Title Vb). ▪ EdOps prepares draw requests for grant funds reimbursement for the School’s review and final approval. ▪ EdOps prepares grant budget revisions and reallocations as requested by the School. ▪ EdOps sets up fund accounting to track direct and allocated costs to grants.
School Responsibilities	<ul style="list-style-type: none"> ▪ The School is responsible for completing and submitting all grant applications. ▪ EdOps can complete drafts of financial and other portions of those applications, but the ▪ The School is responsible for reviewing those drafts, modifying them as needed, and ultimately approving a finalized application for submission. ▪ The School is solely responsible for the accuracy and suitability for funding of all grant applications and budget amendments, including decisions regarding which expenses to apply against a specific grant. ▪ The School is responsible for providing EdOps with any needed financial information (e.g., invoices to support reimbursement requests; confirmation of grant budget) one week prior to a grant submission deadline (e.g., application due date, final deadline for reimbursements submissions for that fiscal year). ▪ The School is responsible for spending funds as it has indicated in its approved grant applications, as well as retaining all required documentation to support that spending, including federal time and effort documentation for federally funded employees. ▪ The School is solely responsible for the accuracy and timely submission of all grants reimbursement requests. ▪ The School will involve EdOps in the grant budgeting process so EdOps can proactively contribute to the process and can remain current on all sub-budget tracking and reporting requirements. It is ultimately the School’s responsibility to ensure information on grant spending is communicated to EdOps, including specifically flagging which expense items belong to which grant.

VIII. REPORTING AND COMPLIANCE

EdOps will assist the School with the financial portion of any regular compliance requirements as specified below. As an optional hourly service, EdOps can provide support for any newly-created large scale compliance requests. Any reporting that the School submitted in FY24 is included in our monthly rate and exempted from the hourly pricing.

EdOps Responsibilities	<ul style="list-style-type: none"> ▪ EdOps prepares financial statements for submission to the LDOE. ▪ EdOps prepares federal grants reporting such as SPED MOE,, ESSA MOE, Excess Cost and ESSER III Data Collection. ▪ EdOps prepares the fiscal portions of Federal Grants Monitoring
School Responsibilities	<ul style="list-style-type: none"> ▪ The School is responsible for providing EdOps with any needed financial information the week prior to a compliance submission deadline. ▪ The School is responsible for the accurate and timely submission of compliance requests to LDOE.. ▪ The School is responsible for the preparation of any non-financial elements of any compliance request.



IX. FACILITIES SUPPORT (BILLED HOURLY)

As an optional hourly service, EdOps can support the School in developing its facilities strategy, modeling the economic impact of various facilities options, and supporting the execution of the option selected by the School. EdOps’ financial expertise, deep experience, and strong reputation in the charter space make EdOps a natural choice to provide such support when needed.

<p>EdOps Responsibilities</p>	<ul style="list-style-type: none"> ▪ Affordability Assessment – Review historic and projected financials to provide context on the past and evaluate the School’s capacity to support a range of rent, debt, and cash outlays for potential future projects. Examine the financial impact of various future facility options to help leadership understand budgetary tradeoffs and identify options that maximize economic benefit while minimizing risk. ▪ Project Modeling –Assess the economic impact of a specific facility projects, evaluate the School’s ability to support debt or lease payments over the life of the project, and provide financial modeling when required by the School to help with leadership’s buy/lease decisions. ▪ Underwriting Support – Analyze options presented in the term sheets or leases received and outline the quantitative and qualitative strengths and weaknesses of each compared to general market conditions to help leadership drive to a decision. We work as an extension of the School’s finance team to answer lender questions during the underwriting and facility diligence period. We provide additional financial modeling support as necessary during the underwriting process. ▪ Contract Documents Review – Along with the School’s counsel, we review transaction documents including leases, letters of agreement, letters of intent, memoranda of understanding, term sheets, and the like from a financial and operational perspective, offering comments and edits for areas of concern. We help ensure the terms of the governing documents are consistent with initial term sheets, letters of agreement, and memoranda of understanding. ▪ Transaction Execution Support – We help drive the financing option chosen by the School to close by working with subordinate lenders, borrower’s counsel, bank’s counsel and other involved parties as client’s advocate, including (as noted above) reviewing loan documents, with a particular emphasis on financial and operational commitments, covenants, and compliance. We prepare any required analyses to support final document preparation and board decision-making. We can attend project team meetings as requested by the School. ▪ Bank Reporting Support – For Schools with debt in place, EdOps can support bank requests for custom financial reporting and analysis requested by lenders.
<p>School Responsibilities</p>	<ul style="list-style-type: none"> ▪ School is responsible for providing all legal documents, agreements, background information, and the like relevant to a given engagement. ▪ School is responsible for providing enrollment assumptions, staffing models, and all other inputs used in financial modeling and for critically reviewing and approving all financial modeling performed by EdOps. ▪ School is responsible for selecting legal counsel and other professionals necessary to support School with all legal, tax, or other aspects of a particular deal, as well as to assist in negotiating final deal terms in the areas related to their expertise. ▪ School is solely responsible for the final decision with respect to which leases and financing instruments to enter into.

Note on Expectations of School

EdOps’ completion of the deliverables, in the format and per the timing noted above, is contingent on School providing the assistance and performing the functions noted in “School Responsibilities.” Failure of School to offer such assistance and to perform such functions in a timely manner may adversely impact EdOps’ ability to complete the Scope of Work as outlined above.



Fees for Services

Our fees for the aforementioned services I – VIII for the next three school years—FY2025, FY2026, and FY2027—will be as follows:

For the period **JULY 1, 2024** through **JUNE 30, 2025** at the monthly rate of **\$13,750**;

For the period **JULY 1, 2025** through **JUNE 30, 2026** increasing 3.5% to the monthly rate of **\$14,231**;

For the period **JULY 1, 2026** through **JUNE 30, 2027** increasing 4.5% to the monthly rate of **\$14,871**.

The time period covered by this statement of work is July 1, 2024 to June 30, 2027. Work of any type that is to be performed by EdOps after June 30, 2027, including specifically audit and 990 support, would require a separate statement of work and different fee structure.

Note that the fee schedule above does not include facilities support, the preparation of responses to custom reporting requirements from lenders associated with existing debt, or the technical work required to establish proper accounting treatment for a new financing transaction including reviewing loan and other transaction-related documents. Because of the variable nature of the time required to provide facilities-related support, EdOps bills it hourly, typically under a separate Statement of Work. Additional business consulting services not listed in the Nature of Services section and those explicitly identified as hourly will be billed at our standard hourly rates, which are listed below.

Hourly rates for SY2025 and SY2026

Finance Analyst: \$115/hour

Finance Specialist: \$175/hour

Finance Manager: \$215/hour

Facilities Finance Team Support: \$230/hour to \$450/hour, based on team member

Student Data Analyst: \$110/hour

Student Data Specialist: \$150/hour

Student Data Manager: \$215/hour

Consultant: \$275/hour

Consulting Director: \$400/hour

Hourly rates for SY2027

Finance Analyst: \$120/hour

Finance Specialist: \$185/hour

Finance Manager: \$225/hour

Facilities Finance Team Support: \$230/hour to \$470/hour, based on team member

Student Data Analyst: \$115/hour

Student Data Specialist: \$155/hour

Student Data Manager: \$225/hour

Consultant: \$290/hour

Consulting Director: \$420/hour

Services may be extended to additional time periods through mutual written agreement of the parties with respect to price, scope, and period of service. If School desires to make changes to the Services included in this statement of work during the time period covered by this statement of work, such changes must be made by mutual written agreement of the parties with respect to price and scope; such mutually agreed upon changes will not be considered a termination of this Statement of Work.

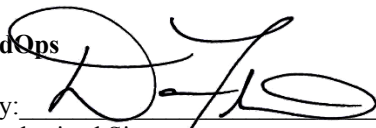
Termination

Termination of this Statement of Work will be allowable under the following terms and conditions, such terms and conditions superseding the terms in section 12.1 of the Services Agreement between the Parties.

This Statement of Work may be terminated by EdOps or by the School at any time, with or without cause. Such termination shall be effective as of the last day of the month which is at least ninety (90) calendar days following



receipt of written notice of termination. In the event of termination, the School shall pay EdOps all costs reasonably incurred hereunder by EdOps up to the time of termination. If the School terminates the contract, the School shall also pay EdOps a termination fee equal to the fees that would have otherwise been due under this Statement of Work for the three months following the effective date of the termination.

EdOps
By: 
Authorized Signature
Dan Theisen
Printed Name
CEO
Title
6/15/24
Date

Audubon Charter School
By: _____
Authorized Signature

Printed Name

Title

Date

Coversheet

Approve Brave Course Leadership Principal Coaching Contract

Section: II. Action Items
Item: F. Approve Brave Course Leadership Principal Coaching Contract
Purpose: Vote
Submitted by:
Related Material: Audubon Contract 24-25.pdf



Brave Course Leadership Intensive Contract

Audubon Schools | April 22, 2024

The Leadership Intensive ensures dramatic growth for school leaders in their ability to drive results on their campuses, develop their teams, and sustain in the work. At the same time, their participation in the intensive gives networks an opportunity to have their systems and practices assessed and strengthened from an external leader with access to the best practices and resources from across the country.

Scope of Work

Term

Services will be provided from April 22nd, 2024 - April 11th, 2025, following the Audubon Gentilly school calendar for holidays and closures.

Services to be Provided

- On-campus leadership development support of Principal Peyton Bobzein at Audubon Gentilly one day per week for up to six hours of the day. Leadership development work will include:
 - Co-Planning
 - Leadership Coaching
 - Observation / Feedback
 - Professional Development
- Cohort Kickoff - One full day in May 2024 to set vision and foundation for the year.
- Quarterly Stepbacks - ½ day visits to cohort schools to observe best practices and attend professional development.
- Cohort Dinners - 4-8 evening convenings of the cohort to engage in a leadership consultancy and professional development.
- On-Call Emergency Coaching - as requested, up to 8x / year, via phone or zoom.
- Attendance at School, Network, and Community Events - as possible up to 4x / year.

Total Cost of Services

Total Cost of services will be \$60,000, to be paid in full by May 15th, 2024, or in quarterly installments of \$15,000 by 5/15/24, 8/15/24, 11/15/24, and 2/15/25.

Audubon Schools

Print Name

Signature

Date

Brave Course Leadership

Adam Meinig
Print Name

Adam Meinig
Signature

5/1/24
Date

General Terms and Conditions

Background

Brave Cours Leadership offers school leadership training, coaching, and cohort events, as described in the Scope of Work. Partner desires to use the Scope of Work in accordance with the terms and conditions set forth herein.

I. Scope of Work.

Brave Cours Leadership agrees to implement the Scope of Work for Partner during the Term. Partner agrees to commit the resources and personnel necessary to fully participate in the Scope of Work.

II. Term.

Unless earlier terminated as described below, the term of the Agreement shall commence on the Effective Date and continue for the period set forth on the Cover Sheet (the “Term”).

III. Termination.

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing at least 14 days prior written notice to the other party. Upon termination for any reason, the Partner shall compensate Brave Cours Leadership for the value of all unpaid services that have been performed (based on a reasonable proration methodology). Brave Cours Leadership shall submit a final invoice to the Partner within 30 days after the termination date.

IV. Confidentiality.

The parties acknowledge that under this Agreement each party will likely receive or be privy to non-public, confidential information regarding the other party and the other party’s employees, officers, directors, and other relationships. The parties agree that, except to the extent compelled by law, they will not disclose publicly or to any third party any confidential information of the other party without the prior written consent of the applicable other party.

V. Limitation of Liability.

In no event shall Brave Cours Leadership be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to this agreement or the coaching services, whether based on contract, tort (including negligence), strict liability, or any other legal theory, even if Brave Cours Leadership has been advised of the possibility of such damages.

VI. Non-solicitation.

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own or other organizations.

VII. Force Majeure.

Brave Cours Leadership shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, pandemics or any public health crisis, labor controversy, civil disturbance, terrorism, or war.

Coversheet

Approve Audubon Schools Parental Leave Policy

Section: II. Action Items
Item: G. Approve Audubon Schools Parental Leave Policy
Purpose: Vote
Submitted by:
Related Material: AS_Parental Leave Policy.docx



AUDUBON SCHOOLS

428 Broadway Street, New Orleans, LA 70118

Office: (504) 324-7100 Fax: (504) 866-1691

www.auduboncharter.org

Maternity & Parental Leave Policy

Policy Overview:

At Audubon Schools, we understand the importance of supporting our employees during significant life events such as the birth or adoption of a child. Our Maternity & Parental Leave Policy is designed to provide necessary time off for new parents to bond with their child and adjust to their new family dynamic and for birthing mothers to heal from childbirth.

Policy Details:

1. Eligibility:

- All full-time employees who have been employed with Audubon Schools for at least twelve months are eligible for parental and/or maternity leave.
- Parental leave is available to both birthing and non-birthing parents.
- Maternity leave is available to birthing mothers.
-

2. Duration:

- Birthing mothers are entitled to eight (8) weeks of paid maternity leave in order to heal from childbirth.
- Non-birthing parents are entitled to two (2) weeks of paid parental leave to care and bond with a child.
- Maternity and/or parental leave will run concurrently with the Family and Medical Leave Act (FMLA) leave, if eligible.

3. Calculation for Maternity and/or Parental Leave:

- The calculation for maternity and/or parental leave will begin from the date of birth and onwards.
- For example, if an employee gives birth on July 20th and their start date is August 1st, they would qualify for six (6) weeks paid leave.

4. Notice and Documentation:

- Employees must provide at least 30 days' notice to their supervisor and HR department regarding their intention to take maternity and/or parental leave. If 30 days' notice is not feasible, employees must provide as much notice as possible regarding their intention to take maternity and/or parental leave.
- Employees may be required to provide appropriate documentation, such as a birth certificate or adoption papers, to qualify for parental leave.

5. Return to Work:

- Employees are expected to return to work at the conclusion of their maternity and/or parental leave.

- Reasonable accommodations may be made for employees requiring additional time off under the Americans with Disabilities Act (ADA) or state laws.

6. Benefits Continuation:

- During maternity and/or parental leave, employees will continue to receive their regular salary and benefits, including health insurance coverage.

Conclusion:

Audubon Schools is committed to supporting our employees through all stages of their lives, including the joyous occasion of welcoming a new family member. Our Maternity & Parental Leave Policy reflects this commitment by providing birthing and non-birthing parents with the time and resources they need to care for and bond with their child during this special time.

This policy is subject to review and revision at the discretion of Audubon Schools CEO.

Coversheet

Approve the Genuine Foods Contract Addendum for Audubon Uptown

Section: II. Action Items
Item: H. Approve the Genuine Foods Contract Addendum for Audubon Uptown
Purpose: Vote
Submitted by:
Related Material:
French Montessori_Genuine Foods Contract Amendment SY 24-25_encrypted_.pdf



Agreement Amendment for a Food Service Management Contract SY 2024-25

**National School Lunch Program,
School Breakfast Program, Child and
Adult Food Care Program and
Summer Food Service Program**

LOUISIANA DEPARTMENT OF EDUCATION

Instructions for Completing the Attestation And Agreement Amendment for a Food Service Management Contract

1. If a School Food Authority (SFA) would like to **amend the contract** with a Food Service Management Company (FSMC), **the SFA must first determine that a material change will not occur if the contract is amended (Page 4 of this document).**

a. **Attestation-No Material Change**-to assist in making the determination as to whether a material change has occurred, the Authorized Representative for the SFA reviews the dollar value of the initial contract and the estimated contract value for the coming school year. **If the estimated dollar value of the upcoming school year contract has a monetary increase equal to or greater than \$250,000 above the initial contract, a material change has occurred and the contract must be rebid.**

The Authorized Representative is to read each of the four (4) statements on the Attestation of No Material Change. If the SFA can answer yes to the statement, check the box to the left. The authorized representative **must attest to all four statements** before making the decision to amend the present FSMC contract. If the Authorized Representative is not able to attest to all four statements, a material change has occurred in its existing contract with the FSMC and the contract must be rebid.

b. **Contract Extension**-the SFA Authorized Representative certifies that the Agreement Amendment is strictly an extension of the original contract. All terms and conditions of the contract are in full force and no other revisions have been made to the RFP/Contract.

c. **Meal Rates**-The SFA must also attest that the increase in meal price has not exceeded the Consumer Price Index (CPI) for All Urban consumers for Food Away from Home as of January of the year the contract is being renewed.

d. The attestation must be signed by a duly authorized representative of the SFA operating the National School Lunch and/or School Breakfast Programs.

2. The **Agreement to Amend Contract** is on pages 6-11 of this document. The Authorized Representative completes all sections highlighted in gray.

This includes:

- The name and address of the SFA.
- The name and address of the FSMC.
- The beginning and ending date of the contract. The ending date may not extend past June 30th of the coming school year
- The fixed meal equivalent for lunch for the present school year.
- The fixed meal equivalent for lunch, breakfast, and snack for the coming school year.
- The CPI used to calculate meal prices for the contract extension.
- The SFA must complete the section stating understanding that the nonprofit school food service program account cannot be used to pay for unallowable contract costs.
- The SFA must complete the school site section. This includes all school sites included in the original FSMC contract, as well as the school sites that will be included in the contract extension. All school sites included in the contract extension must be a school site included in the original FSMC contract.
- The FSMC completes the Buy American Certification Form and returns to the SFA.
- The Authorized Representative of the SFA and the Authorized Representative of the FSMC sign and date the agreement to amend.

3. Complete the Procurement Standards of Conduct Certification Statement.
4. When all documents are completed, send all documents to the LDOE.
5. The contract extension is not valid until approval is received from a state agency representative.

Mail or email to: Louisiana Department of Education
Division of Nutrition Support
P.O. Box 94064
Baton Rouge, Louisiana 70804

6. If questions arise, please contact LDOE at (225) 342-9661.

LOUISIANA DEPARTMENT OF EDUCATION ATTESTATION FOR French and Montessori Education, Inc (SFA)

Food Service Management Company (FSMC) Contracted Schools

FSMC Contract Amendment-No Material Change-I, Alisa Dupre (Name of Authorized Rep.) as the duly authorized representative of French and Montessori Education, Inc (Name of SFA), do hereby attest that the aforementioned SFA operating the National School Lunch Program authorized under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.) and/or the School Breakfast Program authorized under the Child Nutrition Act of 1966 (42 U.S.C. 1773) has reviewed its existing Food Service Management Contract for all changes resulting from complying with the required change to use food based menu planning as outlined in the Final Rule, *Nutrition Standards in the National School Lunch and School Breakfast Programs* (77 FR 4088), and considered all factors outlined by USDA's guidance titled "Procurement Questions and Answers to Assist in the Implementation of the final rule titled *Nutrition Standards in the National Lunch and School Breakfast Programs*" (SP 17-2012).

By checking **ALL** of the factors below, the aforementioned SFA has determined that NO MATERIAL CHANGE has occurred in its existing contract with the FSMC and the determination was made independently by the SFA, not the FSMC.

- Changes to the dollar value of the contract for the upcoming school year are not equal to or greater than \$250,000 above the initial contract
- Changes to the contract would not have caused bidders to bid differently if the prospective changes had existed at the time of bidding
- Prospective changes do not materially affect the scope of services, types of food/products, volume of food products, etc., in both the solicitation document and resulting contract (this includes adding programs ex: ASP, SFSP, CACFP)
- Documentation used to complete the aforementioned will be maintained for the duration of the contract with the existing FSMC

I certify that **no material change occurred** and this attestation is true and correct, and therefore I believe that French and Montessori Education, Inc (Name of SFA) is **not required to rebid** its FSMC contract with **Genuine Foods** (Name of the FSMC) for School Year 2024-25. This determination was made independently by the SFA, not the FSMC. In addition, I understand that a review of the SFA's food service procurement is a standard process of the State Agency's Administrative Review. Noncompliance with any federal or state regulation may result in adverse action including fiscal action. Payment to the SFA may be deemed unallowable as a result of any identified noncompliance with this attestation. All unallowable costs will need to be reimbursed to the food service account from nonfederal sources.

Under the provisions of USDA, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Program, the Agreement Amendment is strictly an extension of the signed Request for Proposal and Contract. All terms and conditions of the contract shall remain in full force and effect. I understand that revisions cannot be made to the executed *Request for Proposal and Contract*. Furthermore, I understand additional documents and/or agreements, including those developed by the contractor, cannot become a part of the executed contract.

Meal Rates: The SFA certifies that the increase in the fixed rate for meals has not exceeded the Consumer Price Index (CPI) for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers as of January, 2024. The CPI for Food Away from Home as of January 31, 2024 is 4.7%. French and Montessori Education, Inc (Name of SFA) also understands the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As Authorized Representative for the School Food Authority noted below, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, complies with the rules and regulations of the Louisiana Department of Education (LDOE) and the United States Department of Agriculture (USDA) regarding Child Nutrition programs.

I understand the *Request for Proposal and Contract* and all related documents are subject to review by the LDOE and the United States Department of Agriculture at any time. I understand all contract information provided to the Louisiana Department of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Furthermore, I understand such misrepresentation could result in the loss of federal and state funding received by the School Food Authority for school-based Child Nutrition Programs.

I certify the above information provided to the state agency is true and correct. I further certify that I understand this document is a prototype and no changes have been made to any verbiage in this document. The SFA has only completed the highlighted section requiring SFA information.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative: Alisa Davillier Dupre

Title of Authorized Representative: Chief Operating Officer

Louisiana Department of Education

Agreement to Amend Contract

SFA Name: French and Montessori Education, Inc

The School Food Authority, French and Montessori Education, Inc (contracting agency) located at 4720 Painters Street, New Orleans, LA 70122 (Complete address of the SFA), and Genuine Foods (Name of FSMC) located at PO Box 96503, Washington DC 20090 (Complete address of the FSMC) have entered into a contract entitled "Request for Proposal and Contract for Food Service Management Company Services" regarding the Child Nutrition Programs for the contracting agency. The contracting agency and the contractor hereby agree to amend the contract as set forth below:

Amendment to the Contract- If the FSMC is responsible for providing the SFA with non-program foods, the FSMC shall 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: 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)).

Termination of the Contract- In addition to the grounds for termination for breach of contract as noted in the original Food Service Management contract, the following may result in immediate termination of the contract with written notification to the FSMC:

1. Failure to maintain and enforce required standards of sanitation
2. Failure to meet the requirements of the Louisiana Department of Health, as represented by LDH findings during school/site inspections or inspection of other food facilities of the FSMC or vendor is grounds for termination of the contract by the SFA and/or exclusion from consideration in future RFPs or contracts as determined by the LDOE.
3. Failure to maintain proper insurance coverage as outlined by the contract
4. Failure to provide required information/statements in the required time frame outlined in this RFP
5. Failure to maintain quality of service at a level satisfactory to the SFA/Sponsor

The SFA 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.

Dates: The dates of this contract are hereby changed to become effective from: July 1, 2024 to June 30, 2025 (The date may begin on or after July 1st of the beginning of the contract year but may not end after June 30th of the end of the contract year. The amendment must be ONLY for a one-year period and should be for the upcoming school year.

Meal Rates

Meal Rates	Year 1	Year 2	Year 3	Year 4	Year 5
NSLP Meal Rate	3.41	3.53	3.756	3.69	3.863
SBP Meal Rate	2.28	2.36	2.511	2.472	2.588
ASSP Meal Rate	1.13	1.16	1.234	1.217	1.274
SFSP Lunch/Supper Meal Rate	3.41	3.53	3.756	3.69	3.863
SFSP Breakfast Meal Rate	2.28	2.36	2.511	2.472	2.588
CACFP Dinner Meal Rate	3.41	3.53	3.756	3.69	3.863
CACFP Snack Meal Rate	n/a	n/a	n/a	n/a	n/a
Value of the NSLP portion of the contract	291,555	301,815	321,131	315,495	330,323.26
Value of the SBP portion of the contract	67,716	70,092	74,578	73,418.40	76,869.06
Value of the ASSP portion of the contract	2,845	2,945	3,133	6,085	6,370.99
Value of the SFSP portion of the contract	17,050	17,650	18,780	3,081	3,225.80
Value of the CACFP portion of the contract					
Estimated Extra Sale Value of the Contract					
Total Value of the Contract	384,816	398,302	423,793	398,079.40	416,789.13

OFFICIAL NAME OF SITES

OFFICIAL NAME OF SITES INCLUDED IN THE ORIGINAL CONTRACT	OFFICIAL NAME OF SITES INCLUDED IN THE 2024-25 CONTRACT EXTENSION (Include the former name if applicable)
Audubon Broadway	Audubon Uptown - Lower School
Audubon Uptown	Audubon Uptown - Upp School
Audubon Gentilly	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

THE SFA AND FSMC AGREE TO ABIDE BY ALL APPLICABLE PROVISIONS IN 2 CFR 200-THE UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

THE SFA AND FSMC AGREE TO ABIDE BY THE PROVISIONS IN APPENDIX II OF PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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.”

(D) 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 sub recipient 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.

(E) 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.

(F) 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 sub recipient 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 sub recipient 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.

(G) 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 sub grants 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).

(H) 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.

(I) 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.

Required Contract Provisions from 2 CFR Part 200

1. **Procurement of recovered materials-** A non-Federal entity that is a state 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 by 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 CFR Part 200.322)

2. The Sponsor and Vendor agrees to 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)

a. the sponsor will utilize available resources such as the Hudson Initiative List and the SBA (8) A list to assist in identifying minority and women's businesses.

b. the sponsor will place qualified small and minority businesses and women's businesses on solicitation lists.

c. that the Sponsor is willing, when economically feasible, to divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

d. The prime contractor, if subcontracts are to be let, agrees to take the affirmative steps as described above.

Required Contract Provisions from 7 CFR Part 210

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

The District 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 day 14 days in advance of delivery. The request must include the:

A. 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 vendor must identify all food products utilized by the Company that do not meet the definition of "domestic" on the Buy American Certification. The agreement to amend will not be approved unless a signed Buy American Certification Form is included with the amendment.

Company Name: Genuine Foods

Approval by Company Representative Signature: Mark Welch

Company Representative (Print Name): Mark Welch

Title: Vice President of Operation

Date: 27/05/24

SFA Name: French and Montessori Education, Inc

Approval from Authorized Representative (Signature): _____

Approval from Authorized Representative (Print Name): Alisa Davillier Dupre

Title: Chief Operating Officer

Date:

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name: French and Montessori Education, Inc

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 food products bid by the company that do not meet the definition of “domestic”. This document must be included as a part of the Amendment. This document is also available on the Child Nutrition Program Website in Microsoft Word format so the vendor may add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
<input checked="" 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.
	This product includes _____ % U.S. Content. The product is grown in <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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit
	This product includes _____ % U.S. Content. The product is grown in <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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit
	This product includes _____ % U.S. Content. The product is grown in <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.

	List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit
	This product includes % U.S. Content. The product is grown in <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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit
	This product includes % U.S. Content. The product is grown in <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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Non-Domestically Grown Product Per Unit

By signing this document, the FSMC is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or the FSMC has provided sufficient documentation for the SFA to determine whether the cost of the U.S. product is significantly higher than the non-domestic product.

Company Name: Genuine Foods

Company Representative Signature: Mark Welch

Company Representative (Print Name): Mark Welch

Title: Vice President of Operation

Date: 27/05/24

The SFA has researched all items the FSMC is proposing to use that are non-domestic and determined that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality or that the cost of the U.S. product is significantly higher than the non-domestic product and is approving the use of the non-domestic product. The following website for the Agricultural Marketing Service can provide guidance to the SFA in determining if domestic products are available <https://www.ams.usda.gov/market-news/fruits-vegetables>.

SFA Name: French and Montessori Education, Inc

Approval from Authorized Representative (Print Name): Alisa Davillier Dupre

Approval from Authorized Representative (Signature): _____

Title: Chief Operating Officer

Louisiana Department of Education
doe.louisiana.gov | P.O. Box 94064 • Baton Rouge, LA • 70804-9064

Date:

STANDARDS OF CONDUCT AND CERTIFICATION FOR PROCUREMENT

In accordance with 2 CFR Part 200.318, the following standards of conduct must be followed by all officers, employees, or agents of the non-Federal entity herein named, French and Montessori Education, Inc (SFA/SPONSOR) that are engaged in the selection, award and administration of contracts:

- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- Disciplinary actions shall be applied for violations of above standards by officers, employees, or agents, up to and including termination from the program
- Officers, employees, and agents shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- Officers, employees, and agents must also maintain written standards of conduct if the entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, officers, employees, and agents shall make every effort to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- Officers, employees, and agents shall make every effort to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- Officers, employees, and agents shall make every effort to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- Officers, employees, and agents shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed

procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also §200.214 Suspension and debarment)

- Officers, employees, and agents shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- Officers, employees, and agents shall use a time and materials type contract* only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. The Officers, employees, and agents awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

*Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (See §200.318(J1) for further detail)
- Officers, employees, and agents of French and Montessori Education, Inc (SFA/Sponsor), shall do the following:
 - Accept full responsibility, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
 - Make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition, including procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, in accordance with §200.325.

These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

PROCUREMENT STANDARDS OF CONDUCT CERTIFICATION STATEMENT

I, Alisa Dupre (Authorized Representative) for French and Montessori Education, Inc (SFA/Sponsor) hereby certifies the following:

- Officers, employees, and agents shall conduct all procurement transactions in a manner providing full and open competition consistent with the standards of 2 CFR 200.319, inclusive of written procedures for procurement transactions that:
 - Ensure clear and accurate description of technical requirements for the material, product, or service to be procured
 - Identify all requirements which must be fulfilled by offerers and all factors to be used in the evaluation of bids and proposals
 - Ensure that all all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition
 - Ensure that potential bidders are not precluded from qualifying during the solicitation period
- Officers, employees, and agents shall conduct all procurement transaction, using one of the methods of procurement noted in §200.320 (micro-purchases, small purchase, sealed bids, competitive proposals, non-competitive proposals*)

*See §200.320(c) for listing of criteria that must be established in order to utilize non-competitive proposals
- Officers, employees, and agents shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with §200.321.
- Officers, employees, and agents shall comply with the procurement of recovered materials, as specified in §200.323.
- Officers, employees, and agents shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications, in accordance with §200.324.
- Officers, employees, and agents shall ensure that the bonding requirements are followed, in accordance with §200.326.
- Officers, employees, and agents shall ensure that the all contracts contain the applicable provisions described in Appendix II to Part 200, in accordance with §200.327.
- Officers, employees, and agents shall comply with the retention requirements for records, in accordance with §200.334.
- Officers, employees, and agents shall provide access to records, in accordance with §200.337.
- Officers, employees, and agents shall adhere to the Cost Principles contained in Subpart E §200.402 - §200.475.

Authorized Representative

Date

Coversheet

Approve the SLA Food Service Contract for Audubon Gentilly

Section: II. Action Items
Item: I. Approve the SLA Food Service Contract for Audubon Gentilly
Purpose: Vote
Submitted by:
Related Material: SLA_French Montessori_FSMC RFP_2024-2025 Fixed Price Contract.pdf

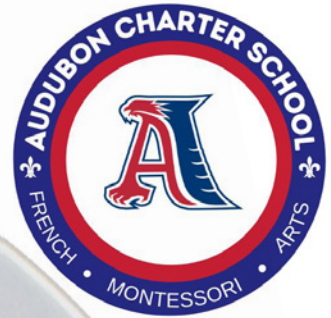


PROPOSAL *for* FOODSERVICE MANAGEMENT

SCHOOL YEAR 2024-2025

Prepared for *French and Montessori Education*

June 03, 2024



partnerships@slamgmt.com
601 S Lk Destiny Dr, Ste 405
Maitland, FL 32751
www.slamgmt.com



Best 30 minutes.



Thank you for allowing us to present our proposal and commitment to your food service program. We are thrilled at the prospect of establishing our partnership with you.



Our enthusiasm in starting our partnership is fueled by the opportunity to further engage with students, faculty, and your community; bringing our expertise in nutrition and community engagement, along with our diverse and exciting meal concepts. As top leaders in child nutrition, we can't wait to put our ideas to work; rooted in operational knowledge, targeted by our marketing plan with a strong understanding of your local market, and all while generating a financial surplus for your school community.

Very simply, our goal is to enhance the important school experience you provide.

We love what we do, we believe it is important.

Sincerely,

SLA Management





**Request for Proposal
(RFP)/Fixed-Price
Contract**

**Food Service
Management Company
Contract
Meal Services**

Cade Brumley
State Superintendent of Education
SY 2024-25

LOUISIANA DEPARTMENT OF EDUCATION	1.877.453.2721	www.louisianabelieves.com
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<p>For further information, please contact Office Federal Programs Support, Division of Nutrition Support at (225) 342-9661 or send email to childnutritionprograms@la.gov.</p>	<p>The Louisiana Department of Education (LDOE) does not discriminate on the basis of sex in any of the education programs or activities that it operates, including employment and admission related to such programs and activities. The LDOE is required by Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations not to engage in such discrimination. LDOE's Title IX Coord. is Chris Fruge, Attorney, Legal Services, LDOE, Exec. Office of the Supt.; P.O. Box 94064, Baton Rouge, LA 70804-9064; 877-453-2721 or customerservice@la.gov. All inquiries pertaining to LDOE's policy prohibiting discrimination based on sex or to the requirements of Title IX and its implementing regulations can be directed to Chris Fruge or to the USDF. Asst. Sec. for Civil Rights.</p>
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In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. 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.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, 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:

<p>1. Mail:</p> <p>U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or</p>	<p>2.</p> <p>3.</p>	<p>Fax:</p> <p>(833) 256-1665 or (202) 690-7442; or</p> <p>Email:</p> <p>program.intake@usda.gov</p>
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This institution is an equal opportunity provider.

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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 Meal Services Contract

French and Montessori Education, Inc.

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

Assurance of Civil Rights Compliance

The program participant hereby agrees that it will comply with:

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

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 French and Montessori Education, Inc. (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- Proposal 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 May 16, 2024 (Date) at 4720 Painters St. New Orleans, LA 70122 (Location) at 9:00 (Time) am/ pm (CST)

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 to be returned to the SFA from the FSMC/vendor 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 2 paper copies and 3 electronic copies (number of paper copies) of the proposal to the SFA. **Each FSMC must also provide an electronic copy of the entire proposal 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(d)). 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: <https://cnp.doe.louisiana.gov/>.

1. Proposals are to be submitted to:

Name of Agency: French and Montessori Education
Mailing Address: 4720 Painters St. New Orleans, LA 70122
Physical Address: 4720 Painters St
City: New Orleans
State/Zip: LA 70122

Proposals will not be accepted after June 3, 2024 (Date) at 9:00 (Time) am/ pm (CST). The proposal is to be submitted in a sealed envelope marked **Food Service Management Proposal**. The SFA must maintain documentation of the date, address, and time of proposal submissions. The SFA must also maintain documentation of the date, address, time, and attendance of the proposal opening.

THE PROPOSAL OPENING IS NOT A PUBLIC OPENING. The only individuals allowed during the proposal openings are the SFA RFP Committee Members. No other individuals shall be allowed during the opening of the proposals.

Instructions for accessing and submitting the proposal through the uniform and secure electronic Interactive system: <https://wkf.ms/4bxJ1x3>

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: Alisa Davillier Dupre
Telephone Number: 504-324-7115

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.

Any protest shall be in writing and shall be delivered or mailed to **Alisa Davillier Dupre, Chief Operations Officer, 4720 Painters Street New Orleans, LA 70122**. The protest shall be filed within ten (10) days from the award notice and shall include:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or an authorized representative of the protestor;
3. Identification of the purchasing agency and the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

5. The form of relief requested.

A written response to the protest will be made within 30 days from receipt of the protest and all items indicated above. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed.

The SFA shall in all instances disclose information regarding protests to the State Agency.

G. Menu Certification

Each FSMC must provide the SFA/Sponsor with a menu and menu certification documents utilizing a dated one-week menu that includes portion sizes and food groups from the 21-day cycle menu included in the proposal. The menu and menu certification documents must include all age/grade groups served. The menu must be developed in accordance with the provisions of (7 CFR Part 210.10). The Vendor must utilize the most current USDA Menu Certification Compliance Worksheet (<https://www.fns.usda.gov/cn/certification-compliance-worksheets-5-day-schedule>) to complete the menu certification and nutrient analysis documentation. The menu certification documents must contain all required information needed for approval by the Stage Agency. Meals may not be served under this contract until the menu certification is approved by the State Agency.

The dated menu certification documents are to be provided to the SFA along with the signed, unexecuted, contract. The SFA will submit the menu certification to the State Agency along with their application to participate in the program.

H. 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 July 1, 2024, and ending on June 30, 2025, 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) they plan 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.

- | | |
|--|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> National School Lunch Program (NSLP) <input checked="" type="checkbox"/> School Breakfast Program (SBP) <input checked="" type="checkbox"/> After School Snack Program (ASSP-NSLP) <input checked="" type="checkbox"/> Summer Food Service Program <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program <input checked="" type="checkbox"/> Child and Adult Care Food Program (CACFP) <input type="checkbox"/> Contract Meals | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Extra Sales <input checked="" type="checkbox"/> Adult Meals <input type="checkbox"/> Catering <input checked="" type="checkbox"/> USDA-Donated Foods <input type="checkbox"/> Vending/Concessions <input type="checkbox"/> Farm to School Program |
|--|--|

- 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 7 CFR Part 250.59(c).
- 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 200.323).

- W. The FSMC shall comply with the *Buy American Provision* for contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250, 7 CFR Part 210.21(d), and 220.16(d)). 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 proposals 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 proposal. 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 proposal.

The Buy American Certification Form is on pages 52-55 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 and not eligible for award.

- 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 (Appendix II of 2 CFR Part 200 (H)).

- AA. **Performance Bond**-As outlined in SP 35-2016, the State Agency has established bonding requirements for the NSLP/SBP program. When a FSMC and a sponsor enter into one or more contracts exceeding \$250,000, the sponsor shall obtain a performance bond from the chosen FSMC in an amount of 10% of the total value of the contract for which the proposal 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 performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor 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.

- BB. 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.
- CC. (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).

DD. *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.

EE. 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: \$3.85
 Current Year Value of USDA Entitlement Donated Foods: \$ 0.11
 Current Year Value of USDA Bonus Donated Foods: \$0.00
Total Lunch Equivalent Rate: \$ 3.96

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

GG. 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.

HH. 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 60 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, SFSP, and CACFP must include the cost of serving milk. 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: \$ 3.98

Fixed Price per Breakfast Equivalent \$ 2.66
 (67% of the Fixed Price for Lunch Equivalent)

Fixed Price per Snack Equivalent \$ 1.31
 (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 January of the current year (rounded down to the nearest cent). The prices above must be the same as the contract price for reimbursable meals.

II. 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.

JJ. 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	X	
Payroll, full and part-time workers	X	
Payroll, Monitors	X	
Payroll, Cooks, Prep Staff, Servers, POS - NSLP, SBP	X	
Payroll, Staff to deliver meals/snacks to classroom as determined by SFA (NA if not applicable)	X	
Payroll, Staff, POS for NSLP Afterschool Snack (NA if not applicable)	X	
Payroll, Staff, POS for CACFP At-Risk Dinner/Snack (NA if not applicable)	X	
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement Plans	X	
Social Security	X	
Vacation	X	
Sick Leave	X	
Holiday Pay	X	
Uniforms	X	
Tuition Reimbursement	X	
Labor Relations	X	
Unemployment Compensation	X	
Workers Compensation	X	
Processing and Payment of Payroll	X	
FOOD:	X	
OTHER EXPENSES:		
Accounting	X	
Bank Charges	X	
Data Processing	X	
Recordkeeping	X	
Processing and Payment of invoices	X	
Equipment – Major		X
Original Purchase		X
Routine Maintenance	X	
Major Repairs		X
Replacement		X
Equipment – Expendable (Trays, tableware, glassware,		

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
utensils)		
Original Purchase	X	
Replacement	X	
Cleaning/Janitorial Supplies	X	
Insurance		
Liability Insurance	X	
Insurance on Supplies/Inventory	X	
Other Required Insurance Type of Insurance Required		
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control		X
Postage	X	
Printing	X	
Product Testing	X	
Promotional Materials	X	
Taxes and License	X	
Telephone		
Local	X	
Long Distance	X	
Medium of Exchange for point of service counts including student payments		X
Training of SFA employees and maintenance of Professional Standards Tracking Tool		X
Training of FSMC employees and maintenance of Professional Standards Tracking Tool	X	
Transportation of meals	X	
Trash Removal		
From Kitchen	X	
From School Premises		X
Travel		
Required	X	
Requested	X	
Utilities		X
Vehicles	X	
Ware washing Equipment		X
Ware washing Chemicals	X	
Fresh Fruit and Vegetable Program (if applicable)		
Purchase of food items	X	
Preparation (if needed)	X	
Packaging (if needed)	X	
Serving	X	
Purchase of Supplies (i.e. containers,	X	

DESCRIPTION	COLUMN I (FSMC)	COLUMN II (SFA/SPONSOR)
paper, etc.)		
Cleaning of Kitchen	X	
Cleaning of Cafeteria Tables and Floors after each turnover of Students	X	
Nutrition Education	X	
Documentation of Expenses	X	

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. (7 CFR Part 210.16{a}{5})

IV. Free and Reduced-Price Meals Policy

- 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

- 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 and 7 CFR Part 250.53(a)(3).

- 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 7 CFR Part 250.51. 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 programs 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. The reconciliation will be used 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. All USDA-donated foods received for use by the SFA in the current school year, shall be used by the FSMC in the SFA's food service. Furthermore, commercially purchased foods may be used in place of such donated foods only in accordance with the requirements in [250.50(a)].
- L. 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).
- M. 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)).

- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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. The FSMC shall ensure that all USDA foods made available to the FSMC, including processed USDA foods, accrue only to the benefit of the SFA's NPFSA and are fully utilized therein [7 CFR 210.16(a)(6)].
- S. The FSMC will maintain all necessary records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b).
- T. 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.
- U. Extensions or renewals of the contract, if applicable are contingent upon the fulfillment of all contract provisions relating to donated foods [7 CFR 250.53(a)(12)].

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-N20, O1-O20, 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)).

As stated above, all meals must meet the detailed specifications for the grade groups being served. No payment is to be made to the FSMC for meals that do not meet the minimum component requirements, quantity requirements, vegetable subgroup requirements, and nutrient specifications for the age/grade group served.

- 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 are 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)).
- 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 proposal.
- 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 employee's 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 nonperformance 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. The FSMC must contact LDH for a permit to produce food for another organization.
- 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.

xviii. 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 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 equal 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 foregoing termination clause, in the event that the breach concerns 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 may terminate this contract immediately with written notification to the FSMC. 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 Vendor (R.S. 38:2212)

A vendor who fails to satisfactorily meet the terms of this contract may be disqualified from future proposal 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 vendor disqualified for lack of responsibility will be notified in writing and given an opportunity for a hearing. If the SFA is rejecting a proposal because of unresponsiveness, the vendor will be informed of why the proposal was rejected.

xix. 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. 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).

xx. 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. This review shall take place before this contract can be executed.

xxi. 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

\$1,000,000 Combined Single Limit
- C. Automobile Liability: \$1,000,000 Combined Single Limit
- D. Workers' Compensation – Statutory; Employer's Liability - \$1,000,000 Combined Single Limit
- E. Excess Umbrella Liability: \$1,000,000 Combined Single Limit
- 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.

XXII. Optional Requirements to Be Included-SFAs Only

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:171.**
- 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.

xxiii. 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.

xxiv. 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

and included in the RFP. 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:

Bid Bond-If FSMCs submit a proposal over \$250,000, they must submit a bid bond in an amount of 5% (not less than 5 percent and no more than 10 percent of the value of the contract for which the proposal is made, as determined by the sponsor) as 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. Bid bonds must be provided to the State Agency with the Step 2 documentation.

Performance Bond-When a FSMC/Vendor 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 of 10% of the value of the contract for which the proposal 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. Performance Bonds must be provided to the State Agency with the Step 2 documentation.

xxv. 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 and included in the RFP. 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			Meals	Student Price	=	Total
Breakfast:							
Elementary Full Price	#	0		X		=	\$
Secondary Full Price	#	0		X		=	\$
Reduced Price	#	0		X		=	\$
Adult	#	10		X	4.00	=	\$ 40.00
Contract	#	0		X		=	\$
Subtotal Breakfast							\$ 40.00
Lunches:							
Elementary Full Price	#	0		X		=	\$
Secondary Full Price	#	0		X		=	\$
Reduced Price	#	0		X		=	\$
Adult	#	10		X	5.00	=	\$ 50.00
Contract	#	0		X		=	\$
Subtotal Lunches							\$ 50.00
After School Snack-NSLP:							
Full Price	#	0		X		=	\$
Reduced Price	#	0		X		=	\$
Adult	#	0		X		=	\$
Contract	#	0		X		=	\$
Subtotal Snack							\$ 0.00
Special Functions (Catering)	#	0		X		=	\$ 0
Extra sales, if applicable							\$ 100
Concession Revenue, if applicable							\$ 0
Vending Machine Sales Total Revenue							\$ 0
TOTAL IN-SCHOOL REVENUE =							\$ 190.00

Projected Operations - Revenue (To be completed by SFA/Sponsor)

Federal Reimbursement

Based on Days of Service

Breakfast:	Meals	Rate	Total
Free	#	X	= \$
Free, Severe Need	# 23,940	X 2.73	= \$ 65,356.20
Reduced Price	# 0	X	= \$
Reduced Price Severe Need	# 0	X	= \$
Full Price	# 0	X	= \$
Total Breakfast			\$ 65,356.20
Lunch:			
Free	# 24,111	X 3.93	= \$ 94,756.23
Reduced Price	# 0	X	= \$
Full Price	# 0	X	= \$
Total Lunch			\$ 94,756.23
After-School Snack Program:			
Free	# 3,000	X 1.17	= \$ 3,510.00
Reduced Price	#	X	= \$
Full Price	#	X	= \$
Total Snacks			\$ 3,510.00
CACFP			
At-Risk Supper	# 100	X 4.25	= \$ 425.00
At-Risk Snack	#	X	= \$
Total CACFP			\$ 425.00

SFSP	Meals	Rate	Total
Breakfast	# 200	X 2.9775	= \$ 595.50
Lunch/Supper	# 200	X 5.2125	= \$ 1,042.50
Snacks	#	X	= \$
Total SFSP			\$ 1,638.00
TOTAL FEDERAL REIMBURSEMENT			\$
165,685.43			

TOTAL IN-SCHOOL REVENUE	=	\$ 190.00
TOTAL FEDERAL REIMBURSEMENT	=	\$ 165,685.43
TOTAL STATE REIMBURSEMENT	=	\$ 0
TOTAL REVENUE	=	\$ 165,875.43

Proposal Summary and Agreement Page

French and Montessori Education, Inc.

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning (Date) July 1, 2024, and ending (Date) June 30, 2025, 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-School Food Service (SFS)	24,111	\$3.98	\$95,961.78
Reimbursable Breakfasts (price is 67% of the price of SFS lunch)	23,940	\$2.66	\$63,680.40
Reimbursable After-School Snack (price is 33% of the price of SFS lunch)	3,000	\$1.31	\$3,930.00
Reimbursable Summer Lunches/Suppers (equal to SFS lunch)	200	\$3.98	\$796.00
Reimbursable Summer Breakfasts (price is 67% of the price of SFS lunch)	200	\$2.66	\$532.00
Reimbursable Summer Snack (price is 33% of the price of SFS lunch)	0		
Reimbursable CACFP Snack (price is 33% of the price of SFS lunch)	0		
Reimbursable CACFP Supper (equal to SFS reimbursable lunch)	100	\$3.98	\$398.00
Estimated Extra Sale Revenue/Total Lunch Equivalent Rate (does not include sale of adult meals)	100	\$3.98	\$398.00
TOTAL ESTIMATED AMOUNT OF PROPOSAL			\$165,696.18

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 SLA Management, Inc.

Street Address² 601 S. Lake Destiny Rd., Suite 405

City² Maitland

State² FL

Zip Code² 32751

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. The offeror understands that the FSMC cannot charge any fees other than the meal cost as indicated above for the number of meals served. The FSMC will not charge late fees, charge for meals delivered, supplies, etc. The offeror also understands that this is a fixed-price contact and the price charged to the SFA cannot be changed during the school year. If the FSMC chooses to renew the contract for subsequent years, the price charged to the SFA can be no more than the CPI for Food Away from home for January in the year of the renewal.

5/24/2024

Date²

Signature of FSMC's Authorized Representative²

Jacob Clifton, SNS

President & COO

Title²

ACCEPTANCE OF THE CONTRACT:

Name of School Food Authority/Sponsor¹

Date¹

Signature of Authorized SFA/Sponsor Representative¹

Title

Louisiana Department of Education

doe.louisiana.gov | P.O. Box 94064 • Baton Rouge, LA • 70804-9064

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 2024 - 2025

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)
Audubon Gentilly		Cafe Manager	\$18.00	8	171	\$24,624.00
		Foodservice Worker	\$15.00	7	171	\$17,955.00
TOTAL LABOR						\$ 42,579.00
Retirement						\$
Substitute Pay						\$

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 -

EMPLOYEE NAME	HOSPITALIZATION (Medical) \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	RETIRE- MENT \$	OTHER \$	TOTAL \$
TOTAL COSTS	\$	\$	\$	\$	\$	\$	\$	\$

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 2024 - 2025

EMPLOYEE NAME	HOSPITALIZATION (Medical) \$	DENTAL \$	VISION \$	LONGEVITY OR ANNUITY \$	LIFE \$	RETIRE- MENT \$	OTHER \$	TOTAL \$
Every employee who is scheduled for 6 or more hours per day is eligible for these benefits.	Employee can select HMO or MEC. HMO is \$6,500/yr and cost is split 50/50 for employee only. employee pays 100% for dependents.	offered, but 100% employee paid	offered, but 100% employee paid		\$15,000 basic life insurance provided free to each employee. \$25.70/yr paid by SLA			
All employees scheduled for this school will be eligible for these benefits.	MEC is free to, and only covers, employee. \$300/yr paid by SLA.							
TOTAL COSTS	\$600. to \$6,500.	\$	\$	\$	\$ 51.40.	\$	\$	\$ 651.40 to

\$6,551.40

If Workers' Compensation cost is charged to food service, what is percentage? 0 %

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)

SITE OR SCHOOL	ENROLL-MENT	PROJECTED REIMBURSABLE MEALS Average Daily number of meals by category			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE LUNCHES (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE)*
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF LUNCHES	RATE	
Audubon Gentilly	454		141			5.00			\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
TOTAL	454		141						\$

*Do not include Special Functions

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

BREAKFAST PROGRAM (To be completed by SFA)

SITE OR SCHOOL	ENROLL-MENT	PROJECTED REIMBURSABLE MEALS Average Daily number of meals by category			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE BREAKFASTS (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE) ¹
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF BREAK-FASTS	RATE	
Audubon Gentilly	454		140			4.00			\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
TOTAL	454		140						\$

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)

SITE OR SCHOOL	ENROLL -MENT	PROJECTED REIMBURSABLE MEALS <small>Average Daily number of meals by category</small>			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE SNACKS <small>(I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE)²</small>
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF SNACKS	RATE	
Audubon Gentilly	454		30						\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$
									\$

² Do not include Special Functions

ATTACHMENT H: SFA/SPONSOR WORK SHEET-SFSP AVERAGE DAILY PARTICIPATION

(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 LUNCHESES	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
Audubon Gentilly	30	30		
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)

SITE OR SCHOOL	REIMBURSABLE SNACKS	REIMBURSABLE SUPPERS
Audubon Gentilly		10
TOTALS	0	10

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

(To be completed by the SFA/Sponsor)

SITE OR SCHOOL	ADDRESS	GRADE LEVELS ³	ON-SITE PREP, SATELLITE, PRE-PLATED ⁴	NO OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE			NO. OF SERVING DAYS
					BREAKFAST	LUNCH	SNACK	
Audubon Gentilly	4720 Painters Street NOLA 70122	K-8	On-site	9	8:15 – 8:45	11 – 12:30	4:00 – 4:30	171

³ List grade groups that have access to meal service.

⁴ 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					ASSP SNACK	SFSP	CACFP At-Risk Supper	CACFP At-Risk Snack	VEND ING	CONCE SSIONS	CATER
	MEAL ⁵	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS	MEAL ⁶¹	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS							
Audubon Gentilly	x	x	x		x	x	x	x		x	x	x					

⁵ A reimbursable meal is to be offered that meets the standard established with the menus included as part of this proposal.

⁶

ATTACHMENT L: BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name: French and Montessori Education, Inc.

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 proposed by the company that do not meet the definition of “domestic”. This document must be included as a part of the proposal. 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 proposed 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 checked="" type="checkbox"/>	2. I certify that all food products proposed 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 PROPOSED FOR EACH ITEM.
Bananas, fresh (dry storage)	This product includes 0 % U.S. Content. The product is grown in Ecuador, Costa Rica. <input checked="" 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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit
Mandarin Orange Slices/Pieces (canned, dry storage)	This product includes 0 % U.S. Content. The product is grown in China <input checked="" 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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Pineapple Chunks (canned, dry storage)	<p>This product includes 0 % U.S. Content. The product is grown in Thailand, Philippines</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Price of Non-Domestic Product Per Unit</p>
Fruit Cocktail & Fruit Salad (canned, dry storage)	<p>This product includes 61 % U.S. Content. The product is grown in China</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Price of Non-Domestic Product Per Unit</p>
Diced Peaches (canned, dry storage)	<p>This product includes 88 % U.S. Content. The product is grown in China, Greece</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Price of Non-Domestic Product Per Unit</p>
Diced Pears (canned, dry storage)	<p>This product includes 89 % U.S. Content. The product is grown in Chile</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p>

	\$ / Price of Price of Non-Domestic Product Per Unit
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Broccoli, frozen (freezer)	<p>This product includes 55 % U.S. Content. The product is grown in Guatemala, Mexico</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Price of Non-Domestic Product Per Unit</p>
Green Beans, frozen (freezer)	<p>This product includes 67 % U.S. Content. The product is grown in US/Canada</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Price of Non-Domestic Product Per Unit</p>
Vegetable Blend, frozen Onion & Peppers (freezer)	<p>This product includes 87 % U.S. Content. The product is grown in US/Mexico, or US/Canada</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Price of Non-Domestic Product Per Unit</p>
100% Fruit Juice, various flavors (refrigerator/freezer)	<p>This product includes 15 % U.S. Content. The product is grown in China, Brazil</p> <p><input checked="" 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>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Price of Non-Domestic Product Per Unit</p>

	\$ / Price of Price of Non-Domestic Product Per Unit
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Red Grapes, fresh (refrigerator)	This product includes 0 % U.S. Content. The product is grown in Chile <input checked="" 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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit
Cucumbers, fresh (refrigerator)	This product includes 96 % U.S. Content. The product is grown in US/Canada <input checked="" 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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit
Tomatoes, fresh/grape/ sliced/diced (refrigerator)	This product includes 84 % U.S. Content. The product is grown in US/Mexico <input checked="" 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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit
Peppers, variety (green/red) fresh (refrigerator)	This product includes 79 % U.S. Content. The product is grown in US/Mexico <input checked="" 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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit

	\$ / Price of Price of Non-Domestic Product Per Unit
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Red Grapes, fresh (refrigerator)	This product includes 0 % U.S. Content. The product is grown in Chile <input checked="" 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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit
	This product includes % U.S. Content. The product is grown in <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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit
	This product includes % U.S. Content. The product is grown in <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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit
	This product includes % U.S. Content. The product is grown in <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. List prices and unit pack size below for item to be considered: \$ / Price of Domestic or U.S. Grown Product Per Unit \$ / Price of Price of Non-Domestic Product Per Unit

ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

By signing this document, the FSMC is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or the FSMC has provided sufficient documentation for the SFA to determine whether or not the cost of the U.S. product is significantly higher than the non-domestic product.

Company Name: SLA Management, Inc.

Signature:  Jacob Clifton SNS Title: President & COO

Date: 5/24/2024

The SFA has researched all items the FSMC is proposing to use that are non-domestic and determined that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality or that the cost of the U.S. product is significantly higher than the non-domestic product and is approving the use of the non-domestic product. The following website for the Agricultural Marketing Service can provide guidance to the SFA in determining if domestic products are available <https://www.ams.usda.gov/market-news/fruits-vegetables>.

SFA Name: French and Montessori Education, Inc

Approval from Authorized Representative (Print Name):

Approval from Authorized Representative (Signature): _____

Title: Date:

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. Links to the final rule and Question and Answer guidance are listed below:

[SFS Memo 12-31 Nutrition Standards in the National School Lunch and School Breakfast Programs](#)

[SFS Memo 15-x115 Questions and Answers on the Final Rule: Nutrition Standards in the School Lunch and School Breakfast Program](#)

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

- At least 80% of the grains offered at lunch and breakfast must be Whole Grain Rich during SY 23-24. In subsequent years, 100% of grains offered at lunch and breakfast must be Whole Grain Rich.
- 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
- **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 $\frac{1}{4}$ cup serving of dried fruit will be equal to $\frac{1}{2}$ cup creditable fruit component.
- A one cup serving of leafy greens counts as $\frac{1}{2}$ 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 $\frac{1}{8}$ cup.

Sodium

- **Lunches and breakfasts offered through the NSLP and SBP must meet the Target 1 weekly sodium levels defined in 7 CFR 210.10(c) and 220.8(c).**

Milk

- The final rule allows only fat-free and 1% low-fat milk.
- The SFA may offer flavored, low-fat milk (1%) in addition to unflavored, low-fat milk and flavored or unflavored nonfat 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) (Interim Target 1A-Effective July 1, 2023)	≤540	≤600	≤640	≤1,110	≤1,225	≤1,280
Trans fat ^{n, o}	Nutrition label or manufacturer specifications must indicate zero grams of trans 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 80% of the grains offered must be whole grain-rich in the NSLP and SBP for the 2023-24 SY. From SY 2024-25 forward, 100% of grains must be whole grain.

^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 flavored) 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).

Attachment M3-Optional Requirements

The School Food Authority may adopt any or all of the following Optional Requirements.

Check all items that the SFA will require of the chosen FSMC vendor

- Number of Entrée Choices to be offered at Breakfast 2
- Number of Entrée Choices to be offered at Lunch 2
- Two varieties of fruit must be used at breakfast to comprise the one cup of fruit offered for all grade groups (recommended by the State Agency)
- Two varieties of fruit must be used at lunch to comprise the one cup of fruit offered for the 9-12 grade group (recommended by the State Agency)
- 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).
- 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 M4 - 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

Attachment M5: 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 M6: 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 M7: 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. Goods that qualify as whole-grain rich are those that contain 100-percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. Whole grain-rich products must contain at least 50-percent whole grains and the remaining grain, if any, must be enriched.
2. The label must indicate the product is whole-grain, made from whole-grain and enriched whole-grain 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.
4. A ready-to-eat (RTE) breakfast cereal must list a whole grain as the primary ingredient and the RTE cereal must be fortified. If the grain product includes enriched ingredients, or the Regional Directors State Directors Page 4 product itself is enriched; the ingredients or the grain product must meet the Food and Drug Administration's standards of identity for enrichment (21 CFR Section 137). Bran and germ are not creditable in school meal programs. Non-creditable grain ingredients in products at very low levels used as processing aids are allowable at levels less than 2-percent.

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. Weekly Grain Requirements
 - 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.

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 Qualify as Grains/Breads

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

- **Breads** that are made from whole-grain or made from whole-grain and enriched meal or flour.
- **Biscuits, bagels, rolls, tortillas, muffins, or crackers** that are made from whole-grain or made from whole-grain and enriched meal or flour.
- **Ready-to-eat breakfast cereals** made from whole-grain or made from whole-grain and enriched meal or flour, and 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 made from whole-grain or made from whole-grain and enriched meal or flour.
- **Macaroni or noodle products (cooked)** made with whole-grain or whole-grain flour and enriched flour. Whole-grain 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 they are made from whole-grain or made from whole-grain and enriched 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 they are made from whole-grain or made from whole-grain and enriched meal or flour and served as permitted in the chart.
- **Non-sweet snack products such as hard pretzels, hard bread sticks, and chips** when they are made from whole-grain or made from whole-grain and 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. 	<p>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 od 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz</p>
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) 	<p>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</p>
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 	<p>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</p>
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) 	<p>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</p>

<ul style="list-style-type: none"> • Sweet Rolls⁴ (unfrosted) • Toaster pastry⁴ (unfrosted) 	
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 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) 	<p>1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz</p>
GROUP F	OZ EQ FOR GROUP F
<ul style="list-style-type: none"> • Cake³ (plain, unfrosted) • Coffee cake⁴ 	<p>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</p>
GROUP G	OZ EQ FOR GROUP G
<ul style="list-style-type: none"> • Brownies³ (plain) • Cake³ (all varieties, frosted) 	<p>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</p>
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) 	<p>1 oz eq = 1/2 cup cooked or 1 ounce (28g) dry</p>
GROUP I	OZ EQ FOR GROUP I
<ul style="list-style-type: none"> • Ready to eat breakfast cereal (cold, dry) ^{5,6} 	<p>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</p>

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, included in the Request for Proposal/Contract a 21-day cycle lunch menu prepared by the SFA. The SFA may not allow the FSMC to submit their own menus. **The FSMC must use the menu created by the SFA. If the SFA does not have the capacity to create its own 21-day cycle menu, the SFA must use the State Prototype 21-day cycle menu for the Request for Proposal/Contract.** The menu provided in the proposal must be used for the first 21-day cycle of the new school year.

Check the box if the SFA intends to use the State 21-day cycle menu prototype

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. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
Attachment #1 - 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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
Attachment N4 - Prototype Lunch menus Grades K-5 week 4 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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
Attachment No - Prototype Lunch Menus Grades 6-8 week 1 or 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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
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)	Fresh Fruit	0.5	Pears	0.5	Applesauce	0.5	Fresh Fruit	0.5	Fresh Fruit	0.5	2.5
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											3.75
• Dark Green ^c	0.5							Green Salad	0.5	Collard Greens	0.50	1
• Red Orange ^c	0.75	Carrots	0.5			Baked Sweet Potato	0.5					1
• Beans and Peas (legumes) ^c	0.5	Red Beans	0.5									0.5
• Starchy ^c	0.5			Corn	0.5							0.5
• Other ^{c, d}	0.5					Cucumber Slices	0.5					0.5
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)	WG Rice WG Cornbread	1 1	WG Tortilla	2	Dinner Roll	2	Spaghetti Breadstick	1 1	WG Rice	1	9
Meat/Meat Alternate (oz. equivalents)	9-10 (1)	Smoked Sausage	2	Chicken Taco	2	WG Breaded Pork Chop	2	Turkey Meatballs	2	Baked Cajun Fish	2	10
Fluid Milk ^g (cups)	5 (1)	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5

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

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)	Fresh Fruit	0.5	Baked Apple Slices w/ Cinnamon	0.50	Fresh Fruit	0.5	Fresh Fruit	0.5	Applesauce	0.5	2.5
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											4
• Dark Green ^c	0.5	Broccoli & Cheese Casserole	.5							Broccoli	0.75	1.25
• Red Orange ^c	0.75			Baked Sweet Potato	0.75							0.75
• Beans and Peas (legumes) ^c	0.5	Baked Beans	0.5									0.5
• Starchy ^c	0.5							Fiesta Corn	0.50			0.5
• Other ^{c, d}	0.5					Cucumber Slices	0.75	Salsa	0.25			1
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)	Whole Wheat Roll	2	Whole Wheat Toast	2	Whole Grain Roll	2	Whole Grain Tortilla	2	Oatmeal Cookie	1	9
Meat/Meat Alternate (oz. equivalents)	9-10 (1)	Baked Chicken	2	Ham & Cheese	2	Jambalaya w/ Chicken & Sausage	2	Chicken Quesadilla	2	Fish Sticks	2	10
Fluid Milk ^g (cups)	5 (1)	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5

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			

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Fruits ^b (cups)	2.5 (.5)	Fresh Fruit	0.5	Fresh Fruit	0.5	Fresh Fruit	0.5	Fresh Fruit	0.5	Fresh Fruit	0.5	2.5
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											3.75
• Dark Green ^c	0.5	Lettuce	0.5			Broccoli	0.75					1.25
• Red Orange ^c	0.75	Tomato Slices	0.25	Carrots	0.5							0.75
• Beans and Peas (legumes) ^c	0.5			White Beans	0.5							0.5
• Starchy ^c	0.5									French Fries	0.5	0.5
• Other ^{c, d}	0.5							Cauliflower	0.5			0.5
• Additional Veg to reach total ^e	1							Vegetable Blend	0.25			0.25
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)	Whole Wheat Bun WG Chips	1 1	Whole Grain Rice	1	WG Crackers Tortilla	1 1	WG Rotini	2	WG Tortilla	2	9
Meat/Meat Alternate (oz. equivalents)	9-10 (1)	Hamburger Patty	2	Baked Ham	2	Hawaiian Chicken Wrap	2	Grilled Chicken	2	Cheese & Bean Burrito Cheese Stick	1 1	10
Fluid Milk ^g (cups)	5 (1)	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5

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			

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
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)	Fresh Fruit	0.5	Fresh Fruit	0.5	Fresh Fruit	0.5	Fresh Fruit	0.5	Fresh Fruit	0.5	2.5
Additional fruit items to meet the total												
Vegetables (cups)	3.75 (0.75)											4
• Dark Green ^c	0.5	Broccoli	0.75									0.75
• Red Orange ^c	0.75			Sweet Potato Fries	0.75							0.75
• Beans and Peas (legumes) ^c	0.5					Baked Beans	0.75					0.75
• Starchy ^c	0.5							Potato Wedges	0.75			0.75
• Other ^{c, d}	0.5					Corn on Cob	0.5			Green Beans	0.5	1
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)	Whole Wheat Roll	2	Cheese Pizza	2	Mac & Cheese	2	Turkey Corn Dog	1	WG Rice Grilled Cheese	1	9
Meat/Meat Alternate (oz. equivalents)	9-10 (1)	Chicken Tenders	2	Cheese Pizza	2	BBQ Chicken	2	Turkey Corn Dog	2	Chicken & Sausage Gumbo	2	
Fluid Milk ^g (cups)	5 (1)	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (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)	Fresh Fruit	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	Green Peas	0.5									
• Starchy ^c	0.5	Mashed Potatoes	0.5									
• Other ^{c, d}	0.5											
• Additional Veg to reach total ^e	1											
Enriched/Whole Grains (oz. equivalents) ^f	8-9 (1)	Whole Grain Cornbread	2									
Meat/Meat Alternate (oz. equivalents)	9-10 (1)	Salisbury Steak	2									
Fluid Milk ^g (cups)	5 (1)	Milk Choice	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
Attachment #16 - Prototype Lunch Menus Grades 9-12 week 1 or 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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
Attachment #17 - 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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.

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

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
Attachment #19 - Prototype Lunch Menus Grades 9-12 week 4 or 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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

F.A.M.E., Inc. - F.A.M.E. Board Meeting - Agenda - Monday June 17, 2024 at 5:30 PM
Attachment H2U - Prototype Lunch Menus Grades 9-12 week 5 or 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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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 80% of the grains offered must be whole grain-rich.
^g Fluid milk must be low-fat or fat-free(1 percent milk fat or less, flavored or unflavored)

K-8 Lunch Menu

21 Day Cycle Menu K-8

Monday	Tuesday	Wednesday	Thursday	Friday
Fresh Fruit 1/2 cup Carrots, 1/2 cup Red Beans, 1/2 cup Whole Grain Rice, 1oz Whole Grain Cornbread, 1oz Smoked Sausage, 2oz Milk Choice, 8oz Entrée #2: Caesar Salad (2 MMA, 1cup veg)	Pears, 1/2 cup Corn, 1/2 cup WG Tortilla Chicken Taco, 2oz Milk Choice, 8oz Entrée #2: Black Bean & Corn Quesadilla (2MMA, 2oz eq, 1/2 cup veg)	Applesauce, 1/2 cup Baked Sweet Potato, 1/2 cup Cucumber Slices, 1/2 cup Dinner Roll, 2oz Whole Grain Breaded Pork Chop, 2oz Milk Choice, 8oz Entrée #2: Veggie Burger on Whole Wheat Bun (2MMA, 2oz eq)	Fresh Fruit 1/2 cup Green Salad, 1/2 cup Spaghetti 1oz Breadstick, 1oz Turkey Meatballs 2oz Milk Choice, 8oz Entrée 2: Eggplant Parmesan (2MMA, 3/4 cup veg)	Fresh Fruit 1/2 cup Collard Greens, 1/2 cup Whole Grain Rice, 1oz Baked Cajun Fish, 2oz Milk Choice, 8oz Entrée 2: Broccoli & Cheese Stuffed Potatoes (2MMA, 3/4 cup veg)
Fresh Fruit 1/2 cup Broccoli & Cheese Casserole, 1/2 cup Baked Beans, 1/2 cup Whole Wheat Roll, 2oz Baked Chicken, 2oz Milk Choice, 8oz Entrée #2: Caesar Salad (2 MMA, 1cup veg)	Baked Apple Slices with Cinnamon, 1/2 cup Baked Sweet Potato, 3/4 cup Whole Wheat Toast 2oz Milk Choice, 8oz Entrée #2: Sweet Potato & Black Bean Quesadilla (2MMA, 2oz eq, 1/2 cup veg)	Fresh Fruit 1/2 cup Cucumber Slices, 3/4 cup Whole Grain Roll, 2oz Jambalaya with Chicken and Sausage, 2oz Milk Choice, 8oz Entrée #2: Veggie Burger on Whole Wheat Bun (2MMA, 2oz eq)	Fresh Fruit 1/2 cup Fiesta Corn, 1/2 cup Salsa, 1/4 cup Whole Grain Tortilla 2oz Chicken Quesadilla 2oz Milk Choice, 8oz Entrée 2: Eggplant Parmesan (2MMA, 3/4 cup veg)	Applesauce, 1/2 cup Broccoli, 3/4 cup Oatmeal Cookie, 1oz Fish Sticks, 2oz Milk Choice, 8oz Entrée 2: Vegetarian Chili with Beansi & Cheese Stuffed Potatoes (2MMA, 3/4 cup veg)
Fresh Fruit 1/2 cup Lettuce, 1 cup Tomato Slices, 1/4 cup Whole Wheat Bun, 1oz Whole Grain Chips, 1oz Hamburger Patty, 2oz Milk Choice, 8oz Entrée #2: Caesar Salad (2 MMA, 1cup veg)	Fresh Fruit 1/2 cup Carrots, 1/2 cup White Beans, 1/2 cup Whole Grain Rice, 1oz Baked Ham, 2oz Milk Choice, 8oz Entrée #2: Black Bean & Corn Quesadilla (2MMA, 2oz eq, 1/2 cup veg)	Fresh Fruit 1/2 cup Broccoli, 3/4 cup Whole Crackers, 1oz Tortilla 1oz Hawaiian Chicken Wrap, 2oz Milk Choice, 8oz Entrée #2: Veggie Burger on Whole Wheat Bun (2MMA, 2oz eq)	Fresh Fruit 1/2 cup Cauliflower Florets, 1/2 cup Vegetable blend, 1/4 cup Whole Grain Rotini, 2oz Grilled Chicken, 2oz Milk Choice, 8oz Entrée 2: Eggplant Parmesan (2MMA, 3/4 cup veg)	Fresh Fruit 1/2 cup French Fries, 1/2 cup WG Tortilla 2oz Cheese and Bean Burrito 1oz Cheese Stick 1oz Milk Choice, 8oz Entrée 2: Broccoli & Cheese Stuffed Potatoes (2MMA, 3/4 cup veg)
Fresh Fruit 1/2 cup Chicken Tenders, 2oz Whole Wheat Roll, 2oz Broccoli, 3/4 cup Milk Choice, 8oz Entrée #2: Caesar Salad (2 MMA, 1cup veg)	Fresh Fruit 1/2 cup Cheese Pizza, 2oz MMA & 2oz eq Sweet Potato Fries, 3/4 cup Milk Choice, 8oz Entrée #2: Sweet Potato & Black Bean Quesadilla (2MMA, 2oz eq, 1/2 cup veg)	Fresh Fruit 1/2 cup Baked Beans, 3/4 cup Corn on Cob 1/2 oz Mac & Cheese 2oz BBQ Chicken 2oz Milk Choice, 8oz Entrée #2: Veggie Burger on Whole Wheat Bun (2MMA, 2oz eq)	Fresh Fruit 1/2 cup Potato Wedges, 3/4 cup Turkey Corndog, 2oz MMA & 2oz eq Milk Choice, 8oz Entrée 2: Eggplant Parmesan (2MMA, 3/4 cup veg)	Fresh Fruit 1/2 cup Green Beans, 1/2 cup WG Rice 1oz Grilled Cheese 1oz Chicken & Sausage Gumbo 2 Milk Choice, 8oz Entrée 2: Vegetarian Chili with Beansi & Cheese Stuffed Potatoes (2MMA, 3/4 cup veg)
Fresh Fruit 1/2 cup Green Peas 1/2 cup Mashed Potatoes 1/2 cup Whole Grain Cornbread, 2oz Salisbury Steak, 2oz Milk Choice, 8oz Entrée #2: Caesar Salad (2 MMA, 1cup veg)				

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 not allow the FSMC to submit their own menus. **The FSMC must use the menu created by the SFA. If the SFA does not have the capacity to create its own 21-day cycle menu, the SFA must use the State Prototype 21-day cycle menu for the Request for Proposal/Contract.** The menu provided in the proposal must be used for the first 21-day cycle of the new school year.

Check the box if the SFA intends to use the State 21-day cycle menu prototype

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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^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 80% 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 or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		Fruits ^{c, d} (cups)	5 (1) ^e	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice
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}	WG Biscuit Turkey Sausage	1 1	Assorted WG Cereal	2	WG Bagel with Cream Cheese	2	WG Waffles	2	Egg & Cheese Burrito	2	10
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5
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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		Fruits ^{c, d} (cups)	5 (1) ^e	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice
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}	WG Waffles w/ Syrup	2	Breakfast Pizza	2	Yogurt Parfait	2	WG French Toast	2	Egg & Cheese Biscuit	2	10
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5
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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		Fruits ^{c, d} (cups)	5 (1) ^e	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice
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}	WG Biscuit Breakfast Chicken Patty	1 1	WG Cinnamon Roll	2	WG Toast Scrambled Eggs	1 1	WG Pancake Turkey Sausage	1 1	Cereal	2	10
Meat/Meat Alternate (oz. equivalents) ^f	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5
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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		Fruits ^{c, d} (cups)	5 (1) ^e	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice	0.5 0.5	Fresh Fruit 100% Juice
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}	Oatmeal Turkey Sausage	1 1	WG Biscuit Eggs & Cheese	1 0.5 0.5	WG Muffin	2	Breakfast Taco	2	French Toast Turkey Sausage	1 1	10
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	Milk Choice	1	5
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												

^aIn 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).
^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.
^cOne 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.
^dFor 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).
^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).
^fLarger quantities of these vegetables may be served.
^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).
^hAt least 80% of the grains offered must be whole grain-rich.
ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.
^jThere 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.
^kFluid milk must be low-fat or fat-free(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		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		WEEKLY TOTALS
			QTY		QT Y		QT Y		QT Y		QT Y	
Fruits ^{c, d} (cups)	5 (1) ^e	Fresh Fruit	0.5									
		100% Juice	0.5									
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}	WG Biscuit	1									
		Turkey	1									
		Sausage										
Meat/Meat Alternate (oz. equivalents)	0 ^j											
Fluid Milk ^k (cups)	5 (1) ^k	Milk Choice	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

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

^kFluid milk must be low-fat or fat-free(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	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	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												

^aIn 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).

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

^cOne 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.

^dFor 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).

^eThe fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) was effective July 1, 2014 (SY 2014-2015).

^fLarger quantities of these vegetables may be served.

^gThis category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

^hAt least 80% of the grains offered must be whole grain-rich.

ⁱIn the SBP, the grain ranges must be offered beginning July 1, 2013.

^jThere 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.

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

21 Day Cycle Menu

Breakfast Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Whole Grain Biscuit, 1oz Turkey Sausage, 1oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Assorted Cereal, 2oz Yogurt Parfait w/ Granola, 2oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain Bagel, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain Waffles, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Egg and Cheese Breakfast Burrito, 3.5oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz
Whole Grain Waffles with Syrup, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Breakfast Pizza, 1 each Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Yogurt Parfait w/ Granola, 2oz Cereal Choice, 1oz Cheese Stick, 1oz Fresh Fruit, ½ cup Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain French Toast Sticks, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Egg & Cheese Biscuit, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz
Breakfast Chicken Patty, 1oz Whole Grain Biscuit, 1oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain Cinnamon Buns, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain Toast, 1oz Scrambled Eggs, 1oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain Pancake, 1oz Turkey Sausage, 1oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Assorted Cereal, 2oz Yogurt Parfait w/ Granola, 2oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz
Oatmeal, ½ cup Turkey Sausage, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain Biscuit, 1oz Egg & Cheese, 1oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Whole Grain Muffin, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	Breakfast Taco, 2oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz	French Toast, 1oz Turkey Sausage, 1oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz
Whole Grain Biscuit, 1oz Turkey Sausage, 1oz Assorted Cereal, 1oz Yogurt, 1oz Fresh Fruit, ½ cup 100% Fruit Juice, 4oz Milk Choice, 8oz				

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.**

Check the box if the SFA intends to use the State 21-day cycle menu prototype

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)

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)

<p>1 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Whole Grain Goldfish G/B Other: 8 oz Milk</p>	<p>2 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Pretzels G/B Other: 8 oz Milk</p>	<p>3 M/MA: Cheese Stick, 1 oz F/V 1: 100% Juice, 6oz F/V2: G/B: G/B Other: 8 oz Milk</p>	<p>4 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: WG Chips G/B Other: 8 oz Milk</p>	<p>5 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Graham Cracker G/B Other: 8 oz Milk</p>
<p>6 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Pretzels G/B Other: 8 oz Milk</p>	<p>7 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: WG Crackers G/B Other: 8 oz Milk</p>	<p>8 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Teddy Grahams G/B Other: 8 oz Milk</p>	<p>9 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: WG Chips G/B Other: 8 oz Milk</p>	<p>10 M/MA: Cheese Stick, 1 oz F/V 1: 100% Juice, 6oz F/V2: G/B: G/B Other: 8 oz Milk</p>
<p>11 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Whole Grain Goldfish G/B Other: 8 oz Milk</p>	<p>12 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Pretzels G/B Other: 8 oz Milk</p>	<p>13 M/MA: Cheese Stick, 1 oz F/V 1: 100% Juice, 6oz F/V2: G/B: G/B Other: 8 oz Milk</p>	<p>14 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: WG Chips G/B Other: 8 oz Milk</p>	<p>15 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Graham Cracker G/B Other: 8 oz Milk</p>
<p>16 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Pretzels G/B Other: 8 oz Milk</p>	<p>17 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: WG Crackers G/B Other: 8 oz Milk</p>	<p>18 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Teddy Grahams G/B Other: 8 oz Milk</p>	<p>19 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: WG Chips G/B Other: 8 oz Milk</p>	<p>20 M/MA: Cheese Stick, 1 oz F/V 1: 100% Juice, 6oz F/V2: G/B: G/B Other: 8 oz Milk</p>
<p>21 M/MA: F/V 1: 100% Juice, 6oz F/V2: G/B: Whole Grain Goldfish G/B Other: 8 oz Milk</p>	<p>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.</p>			

ATTACHMENT Q: PROTOTYPE 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.

Check the box if the SFA intends to use the State 21-day cycle menu prototype

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)

<p>1 M/MA: Red Beans, ½ Cup F/V 1: Cooked Carrots, ¼ cup F/V2: Apple, ¼ cup G/B: Whole Grain Rice, ½ cup G/B Other: 8 oz Milk</p>	<p>2 M/MA: Chicken Soft Taco, 2oz F/V 1: Chilled Pears, ¼ cup F/V2: Buttered Corn, ¼ cup G/B: Soft Taco Shell, 2 oz G/B Other: 8 oz Milk</p>	<p>3 M/MA: WG Breaded Pork Chop, 2 oz F/V 1: Applesauce, ½ cup F/V2: Baked Sweet Potato, ½ cup G/B: Dinner Roll, 1 oz G/B Other: 8 oz Milk</p>	<p>4 M/MA: Turkey Meatballs, 2 oz F/V 1: Green Salad, 1 cup F/V2: Orange Slices, ½ cup G/B: WG Spaghetti, 2 oz G/B Other: 8 oz Milk</p>	<p>5 M/MA: Baked Cajun Fish F/V 1: Collard Greens, ½ cup F/V2: Fresh Banana, ½ cup G/B: Whole Grain Rice, ½ cup G/B Other: 8 oz Milk</p>
<p>6 M/MA: Baked Chicken, 2 oz F/V 1: Baked Beans, ½ cup F/V2: Grapes, ½ cup G/B: Broccoli & Cheese Rice Casserole, ½ cup G/B Other: 8 oz Milk</p>	<p>7 M/MA: Ham & Cheese, 2 oz F/V 1: Baked Sweet Potato Cubes, ½ cup F/V2: Baked Apple Slices w/ Cinnamon, ¼ cup G/B: Whole Wheat Toast, 2 oz G/B Other: 8 oz Milk</p>	<p>8 M/MA: Chicken & Sausage Jambalaya, 2 oz F/V 1: Cucumber Slices, ½ cup F/V2: Fresh Fruit, ¼ cup G/B: Whole Grain Roll, 1 oz G/B Other: 8 oz Milk</p>	<p>9 M/MA: Cheese Quesadilla, 2 oz F/V 1: Fiesta Corn, ¼ cup F/V2: Orange Slices, ½ cup G/B: WG Tortilla, 2 oz G/B Other: 8 oz Milk</p>	<p>10 M/MA: Fish Sticks, 2oz F/V 1: Broccoli ½ cup F/V2: Applesauce ½ cup G/B: Whole Grain Roll, 1 oz G/B Other: 8 oz Milk</p>
<p>11 M/MA: Hamburger Patty, 2 oz F/V 1: French Fries, ½ cup F/V2: Orange Slices, ¼ cup G/B: Whole Wheat Bun, 2oz G/B Other: 8 oz Milk</p>	<p>12 M/MA: Baked Ham, 2 oz F/V 1: Steamed Carrots, ¼ cup F/V2: Pineapples, ½ cup G/B: White Beans and Rice, 1 cup G/B Other: 8 oz Milk</p>	<p>13 M/MA: Hawaiian Chicken Wrap, 2 oz F/V 1: Cooked Broccoli, ½ cup F/V2: Fruit Cocktail, ½ cup G/B: WG Tortilla, 2 oz G/B Other: 8 oz Milk</p>	<p>14 M/MA: Grilled Chicken, 2 oz F/V 1: Steamed Vegetable Mix, ¼ cup F/V2: Apple Slices, ½ cup G/B: Whole Grain Rotini, 1 oz G/B Other: 8 oz Milk</p>	<p>15 M/MA: Cheese & Bean Burrito, 2 oz F/V 1: French Fries, ½ cup F/V2: Banana, ½ cup G/B: WG Tortilla, 2 oz G/B Other: 8 oz Milk</p>
<p>16 M/MA: Chicken Tenders, 2 oz F/V 1: Steamed Broccoli, ½ cup F/V2: Pineapples, ½ cup G/B: Whole Wheat Roll, 1oz G/B Other: 8 oz Milk</p>	<p>17 M/MA: Cheese Pizza, 2 oz F/V 1: Sweet Potato Fries, ½ cup F/V2: Chilled Peaches, ¼ cup G/B: Cheese Pizza, 2 oz G/B Other: 8 oz Milk</p>	<p>18 M/MA: BBQ Rib Patty, 2 oz F/V 1: Baked Beans, ½ cup F/V2: Chilled Pears, ¼ cup G/B: Whole Wheat Bun, 2 oz G/B Other: 8 oz Milk</p>	<p>19 M/MA: Turkey Corndog, 2 oz F/V 1: Potato Wedges, ½ cup F/V2: Melon Mix, ¼ cup G/B: Turkey Corndog, 2 oz G/B Other: 8 oz Milk</p>	<p>20 M/MA: Chili w/ //Ground Beef & Beans, 1 cup F/V 1: Green Beans, ¼ cup F/V2: Peaches, ½ cup G/B: Whole Grain Breadstick, 1 oz G/B Other: 8 oz Milk</p>
<p>21 M/MA: Salisbury Steak, 2 oz F/V 1: Steamed Cabbage, ½ cup F/V2: Pineapple ¼ cup G/B: Whole Grain Cornbread, 1 oz G/B Other: : 8 oz Milk</p>	<p>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.</p>			

Attachment Q2 - 21-Day Cycle Menu – SFSP Breakfast

NA (Check if not applicable)

<p>1 M/MA: F/V 1: Sliced Peaches, ½ cup F/V2: G/B: Whole Grain Biscuit, 1oz G/B Other: 8 oz Milk</p>	<p>2 M/MA: F/V 1: Diced Pears, ½ cup F/V2: G/B: Multigrain Cheerios, 1 cup G/B Other: 8 oz Milk</p>	<p>3 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: Whole Grain Bagel, 2oz G/B Other: 8 oz Milk</p>	<p>4 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: Wheat Waffles, 2oz G/B Other: 8 oz Milk</p>	<p>5 M/MA: F/V 1: Orange Wedges, ½ cup F/V2: G/B: Egg& Cheese Burrito, 3.5 oz G/B Other: 8 oz Milk</p>
<p>6 M/MA: F/V 1: Grapes, ½ cup F/V2: G/B: Whole Grain Waffles w/ Syrup, 1oz G/B Other: 8 oz Milk</p>	<p>7 M/MA: F/V 1: Diced Pears, ½ cup F/V2: G/B: Breakfast Pizza, 1 each G/B Other: 8 oz Milk</p>	<p>8 M/MA: F/V 1: Orange Wedges, ½ cup F/V2: G/B: Cereal Choice, 1oz G/B Other: 8 oz Milk</p>	<p>9 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: WG French Toast Sticks, 1oz G/B Other: 8 oz Milk</p>	<p>10 M/MA: F/V 1: Melon Cubes, ½ cup F/V2: G/B: Raisin Toast, 1oz G/B Other: 8 oz Milk</p>
<p>11 M/MA: F/V 1: Orange Slices, ½ cup F/V2: G/B: Whole Grain Biscuit, 1oz G/B Other: 8 oz Milk</p>	<p>12 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: WG Cinnamon Buns, 1oz G/B Other: 8 oz Milk</p>	<p>13 M/MA: F/V 1: Orange Wedges, ½ cup F/V2: G/B: Muffin Top, 1oz G/B Other: 8 oz Milk</p>	<p>14 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: Nutri-Grain Bar, 1.5oz G/B Other: 8 oz Milk</p>	<p>15 M/MA: F/V 1: Chilled Pears, ½ cup F/V2: G/B: Wheat Toast, 1oz G/B Other: 8 oz Milk</p>
<p>16 M/MA: F/V 1: Oranges Slices, ½ cup F/V2: G/B: Oatmeal, ½ cup cooked G/B Other: 8 oz Milk</p>	<p>17 M/MA: F/V 1: Mixed Fruit, ½ cup F/V2: G/B: Whole Grain Biscuit, 1oz G/B Other: 8 oz Milk</p>	<p>18 M/MA: F/V 1: Banana, ½ cup F/V2: G/B: WG Pop Tarts, 1 ea G/B Other: 8 oz Milk</p>	<p>19 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: Breakfast Burrito, 1ea G/B Other: 8 oz Milk</p>	<p>20 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: Whole Grain Bagel, 1oz G/B Other: 8 oz Milk</p>
<p>21 M/MA: F/V 1: 100% Fruit Juice, 4oz F/V2: G/B: Whole Wheat Pancakes, 1oz G/B Other: : 8 oz Milk</p>	<p>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.</p>			

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*
<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 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 CACFP 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.

Check the box if the SFA intends to use the State 21-day cycle menu prototype

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)

<p>1 M/MA: Smoked Sausage, 2oz Fr : Apple, ½ cup Veg: Cooked Carrots, ½ cup G/B: Red Beans & Rice, 1 cup G/B Other: Milk Milk Choice, 8oz</p>	<p>2 M/MA: Chicken Soft Taco, 4oz Fr : Chilled Pears, ¼ cup Veg: Buttered Corn, ½ cup G/B: Tortilla, 1 oz G/B Other: Milk Milk Choice, 8oz</p>	<p>3 M/MA: WG Breaded Pork Chop, 2oz Fr : Applesauce, ½ cup Veg: Cucumber Slices, ½ cup G/B: Dinner Roll, 1oz G/B Other: Milk Milk Choice, 8oz</p>	<p>4 M/MA: Turkey Meatballs, 2oz Fr : Orange Slices, ½ cup Veg: Green Peas, ½ cup G/B: WG Spaghetti, 1 cup G/B Other: Milk Milk Choice, 8oz</p>	<p>5 M/MA: Baked Cajun Fish, 2oz Fr : Banana, ½ cup Veg: Collard Greens, ½ cup G/B: WG Rice, ½ cup G/B Other: Milk Milk Choice, 8oz</p>
<p>6 M/MA: Baked Chicken, 2oz Fr : Grapes, ¼ cup Veg: Baked Beans, ½ cup G/B: WW Roll, 1oz G/B Other: Milk Milk Choice, 8oz</p>	<p>7 M/MA: Ham & Cheese, 2oz Fr : Baked Apple Slices w/ Cinnamon, ¼ cup Veg: Baked Sweet Potato, ½ cup G/B: WW Toast, 2 oz G/B Other: Milk Milk Choice, 8oz</p>	<p>8 M/MA: Chicken & Sausage Jambalaya, 2oz Fr : Fruit Cocktail, ¼ cup Veg: Cucumber, ½ cup G/B: Whole Grain Roll, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>9 M/MA: Chicken Quesadilla, 2oz Fr : Orange Slices, ¼ cup Veg: Fiesta Corn, ½ cup G/B: WG Tortilla, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>10 M/MA: Fish Sticks, 2oz Fr : Applesauce, ¼ cup Veg: Fresh Broccoli, ½ cup G/B: Oatmeal Cookie, 2oz G/B Other: Milk Milk Choice, 8oz</p>
<p>11 M/MA: Hamburger Patty, 2oz Fr : Orange Slices, ¼ cup Veg: Lettuce/Tomato, 1 cup G/B: WW Bun, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>12 M/MA: Baked Ham, 2oz Fr : Pineapple, ¼ cup Veg: Steamed Carrots, ½ cup G/B: White Beans & Rice, 1 cup G/B Other: Milk Milk Choice, 8oz</p>	<p>13 M/MA: Hawaiian Chicken Wrap, 2oz Fr : Fresh Fruit, ¼ cup Veg: Small Boiled Potatoes, ½ cup G/B: WG Tortilla, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>14 M/MA: Grilled Chicken, 2oz Fr : Apple slices, ¼ cup Veg: Cauliflower Florets, ½ cup G/B: Whole Grain Rotini, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>15 M/MA: Cheese & Bean Burrito, 2oz Fr : French Fries, ½ cup Veg: Banana, ½ cup G/B: WG Tortilla, 2 oz G/B Other: Milk Milk Choice, 8oz</p>
<p>16 M/MA: Chicken Tenders, 2oz Fr : Pineapple ¼ cup Veg: Steamed Broccoli, ½ cup G/B: Whole Wheat Roll, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>17 M/MA: Cheese Pizza, 2oz Fr : Peaches, ¼ cup Veg: Peas, ½ cup G/B: Cheese Pizza, 1oz G/B Whole Grain Chips, 1oz Other: Milk Milk Choice, 8oz</p>	<p>18 M/MA: BBQ Rib Patty, 2oz Fr : Pears, ¼ cup Veg: Carrots, ½ cup G/B: Whole Wheat Bun, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>19 M/MA: Turkey Corndog, 2oz Fr : Melon Mix, ¼ cup Veg: Potato Wedges, ½ cup G/B: Turkey Corn Dog, 2oz G/B Other: Milk Milk Choice, 8oz</p>	<p>20 M/MA: Chili w/ Beef & Bean, 2oz Fr : Peaches, ¼ cup Veg: Green Beans, ½ cup G/B: Breadstick, 2oz G/B Other: Milk Milk Choice, 8oz</p>
<p>21 M/MA: Salisbury Steak, 2oz Fr : Pineapple, ¼ cup Veg: Cabbage, 1/2 cup</p>	<p>M/MA: Meat/Meat alternate Fr: Fruit Veg:Vegetable GB: Grain/Bread</p>			

G/B: WG Cornbread, 2oz G/B Other: Milk Milk Choice, 8oz	The contractor must adhere to this 21-day cycle for the first 21 days of meal service.	
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ATTACHMENT U: INDEPENDENT PRICE DETERMINATION CERTIFICATE

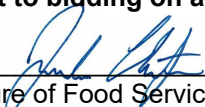
Both the School Food Authority (SFA)/Sponsor and the Food Service Management Company (Offerer) shall execute this Independent Price Determination Certificate.

SLA Management, Inc.
Name of Food Service Management Company

French and Montessori Education
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:

	Jacob Clifton SNS	President & COO	5/24/2024
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.

	Click or tap here to enter text.	Click or tap to enter a date.
Signature of School Food Authority/Sponsor Authorized Representative	Title	Date

NOTE: Accepting an 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.

SLA Management, Inc.
Organization Name

French and Montessori Education, Inc. FSMC RFP
PR/Award Number or Project Name

Jacob Clifton, President & COO
Name(s) and Titles of Authorized Representative(s)


Signatures

5/24/2024
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.

SLA Management, Inc. _____

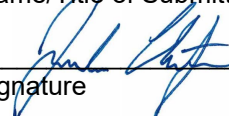
601 S. Lake Destiny Rd., Suite 405, _____

Maitland, Florida 32751 _____

Name/Address of Organization

Jacob Clifton SNS, President & COO

Name/Title of Submitting Official



Signature

5/24/2024

Date

The Vendor did not participate in any lobbying activities. Check the box only if the Vendor did not participate in any lobbying activities. If the box is checked, the Vendor is not required to sign the form.

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: HOLIDAY SCHEDULE

Labor Day
Fall Break (1 week in October TBD)
Thanksgiving Week Break
Winter Break (TBD)
MLK Day
Mardi Gras Break
President's Day
Spring Break
Memorial Day.

ATTACHMENT AA: PROPOSAL AWARD CRITERIA

Proposals will be evaluated by a committee against the contract award criteria below using assigned weights in the categories below. **After proposals are received from vendors**, score each proposal according to the predetermined weight of each criterion. 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(b)(2)).

PROPOSAL AWARD CRITERIA		
Vendor Name:		
<i>SFA is to complete the total possible points. Cost must be the primary factor.</i>		
Evaluation Criteria		Possible Points
Cost proposed by Vendor		30
Years of Experience (Maximum 10 points for 10 years or above)		10
Financial Conditions/Stability, Business Practices- the FSMC must provide their most recently approved financial audit		5
Service Capability Plan		20
Promotion of the Child Nutrition Program		15
Professional Development for Staff		5
Lost Accounts		5
Experience of Regional/District Manager, Account Manager, and Registered Dietitian in working with Child Nutrition Programs	Optional Award Criteria	10
Local Procurement	Optional Award Criteria	0
Total (Must equal 100 points)		100
A copy of this form showing the weight of each evaluation criteria must be included with the Step 1 documentation provided to the State Agency. This document must be included with your proposal and provided to prospective Food Service Management Companies.		

ATTACHMENT BB: FOOD SERVICE MANAGEMENT COMPANY'S PROPOSAL SUMMARY

Food Service Management Company's Proposal Summary		
Each FSMC is to complete the sections below. This attachment becomes a part of the Food Service Management Contract if your company is awarded the contract.		
Vendor Name:	SLA Management, Inc.	
Evaluation Criteria		
Meal Price		
Lunch Price (Includes NSLP/SFSP/CACFP Supper)	Breakfast Price (Includes SBP/SFSP)	Snack Price (Includes NSLP/SFSP/CACFP Snack)
\$3.98	\$2.66	\$1.31
Years of Experience		
How many years has your company operated food service in Child Nutrition Programs. Do not include non-CNP experience.		
21		
Financial Conditions/Stability, Business Practices		
Summarize the Financial Conditions/Stability of your company. Include the most recent Independent Audit as an attachment to your proposal. The FSMC will be considered non-responsive without the most recent Independent Audit Report included.		
<p>SLA Management currently serves approximately 330 public charter, private, and public district K-12 schools in 14 states. The states include Florida, Louisiana, Georgia, Tennessee, New York, Connecticut, Massachusetts, Mississippi, Rhode Island, Texas, North Carolina, Alabama, Colorado and Nevada. Newest SLA states were successfully opened in September 2023, and we opened in Rhode Island the Spring, 2022. In LA alone, we serve 31 charter school sites.</p> <p>SLA has experienced considerable growth in recent years. The company posted revenues of \$60.1 million for the 2021-22 school year and is anticipating revenues of \$80 million for the 2022-23 school year. This tripling of revenues represents an annual revenue CAGR of 33%. The company expects to continue this growth trajectory in the years ahead as it continues to serve more schools in its current cities and states, while adding new states to SLA's footprint.</p>		
Service Capability Plan		
Summarize your company's plan to provide the level of service as requested in the RFP. Include only services that the FSMC plans to provide to the SFA. Services included in this plan will become a requirement of the contract (with SFA approval). No additional services will be considered a part of the contract, if not listed in this section. Additional services included in a separate portion of the proposal, and not listed in this section of the RFP, shall not be considered a part of the contract. (The FSMC should include items such as Student Surveys, Advisory Committee Reports, Participation Reports, previous Administrative Reviews, and health inspections to prove service capability.)		

- National School Lunch Program: SLA will provide on-site prepared and cooked meals compliant to the NSLP guidelines, offering a minimum of 2 options daily, a selection of vegetables and fruit daily, and milk (at least 2 varieties)
- School Breakfast Program: SLA will provide on-site prepared and cooked meals compliant with SBP guidelines, offering a minimum of 2 options daily, a selection of fruit daily and milk.
- Afterschool Snack Program: SLA will provide snacks meeting the ASSP-NSLP guidelines.
- Supper Program: SLA will provide a daily offering on a 2-week menu cycle; this means there will be a different menu offered every day for 2 weeks and then the menu cycle will repeat. Each supper meal will include a main entree, fruit, vegetable and a milk.
- Summer Program: SLA will work with the administration to determine the timing, schedule and offerings for their Summer Program.

SLA is committed to:

- Promoting healthy eating
- Using high quality, fresh ingredients, and scratch preparation
- Providing appealing and great tasting meals
- Providing Nutritionally sound reimbursable meals
- Promoting community engagement
- Providing Facilities upgrades
- Providing a guaranteed return surplus

It is SLA's goal to ensure high participation at all levels.

Promotion of the Child Nutrition Program

Describe your specific plan for promoting the Child Nutrition Program. Include information on the activities you will use such as information to households, social media activities, farm to school activities and plan, merchandising, cafeteria signage, Nutrition Education activities, Promotions, Culinary Exhibitions and/or events, Harvest of the Month, participation in wellness activities, participation and responsiveness to the advisory committee and student feedback.

SLA Management offers a wealth of promotions throughout the year and through several methods of contact and we encourage Area Managers and Café Managers to partner with school leadership on school-planned promotions and events unique to each community. We understand that keeping young people engaged and informed is key in helping them make better eating decisions. The SLA Marketing Department provides cafés with signage, decorations, promotions, and other resources throughout the school year and have developed multiple outlets to increase meal participation while bringing fun to food.

Some examples are:

- We have partnered with Nutrislice, which allow students, parents, and staff to locate menus for the current month for all meals we serve to their schools, which is accessible via web or their mobile app.
 - Each month your designated marketing contact will receive a digital marketing package which will include prescaled images for the upcoming months promotions to be easily posted to your website and social media
 - Each year we start off with a Back-to-School promotion highlighting our new recipes for the school year
 - We offer digital signage in the cafeterias that highlight the day's menu options
 - Additionally, we supply our schools with other marketing tools, such as a music speaker, poster stand promotion posters and more long-term posters/banners/stickers throughout the cafeteria that help promote our "Think BIG" inspiration concept.
 - We also utilize social media via Facebook (<https://www.facebook.com/slamanagement/>) to communicate some of the great things that we are doing at SLA Management.
 - In October we celebrate National School Lunch Week. This year we are focusing on our new Protein-packed Plant based dishes, including our three-bean vegetarian chili and lentil pasta dishes.
 - Students of all ages always look forward to our November Thanksgiving Feast. Served in a traditional style including sliced turkey, dressing, mashed potatoes, green bean casserole, cranberry sauce, dinner roll and dessert.
 - SLA also partners with our schools each year for a community service project. Our annual Cookies for Can food drive collects canned goods for a week, then they get turned over to a local community foodbank. Students who bring in a canned good are rewarded with a free cookie...one per day, max!
- Our promotions are geared not only to promoting nutrition and participation in the dining program, but also social awareness and community service.

Professional Development for Staff

Describe your plans for providing ongoing professional development of staff to meet the required training hours. Describe the food safety and HACCP training that will be provided to staff. The FSMC is to include what internal controls will be utilized to ensure that all employees receive the required Professional Development hours and how this information will be disseminated to the appropriate SFA representative.

Our core curriculum consists of:

- Customer Service Training
- Culinary Arts Training
- Professional and Managerial Development Training
- IT Systems Training
- Food Safety and Sanitation
- NSLP/HHFKA Compliance Training
- Program Specific Training

In addition, we offer Summer Training Workshops, Culinary Techniques for Schools Training, and Extended Training Workshops and do "Bite Size Training" during daily Café meetings and provide refresher articles and updates through our employee newsletter, Inside the Apple, and our Culinary Team SOP updates. The world of school food changes at a dramatic pace. SLA has been and continues to be a leader in culinary advancement in the K-12 sector.

Our team members are our most valued asset. As part of our overall training program, we incorporate safety into the curriculum. Employee Safety Training includes:

- Knife Safety
- Kitchen Machine Safety
- Equipment Based Training (i.e.: Meat Slicers, Mixers, Microwaves)
- Safety Footwear, Safe Floors and Walking Surfaces, Preventing Slips, Trips, and Falls
- Safe Lifting
- Preventing Burns
- Security
- Deliveries
- Parking Area & Dumpsters
- Electrical, Cleaning
- Supplies and Chemical
- CPR
- Severe Weather
- Fire Safety
- First Aid

Internal Controls that we have in place:

- We have in place a dedicated corporate trainer
- EVERYDAY, our Area Managers have a 9:05AM phone call with their Café Managers just to touch base and call out any concerns and share any good news
- Region Managers conduct a minimum of one full site visit per location every month to ensure that all protocols and expectations are being met at each site and offer support and leadership to all their team members.
- SLA has a complete HAACP protocol, and we train our staff on proper food handling, including proper cooking and holding temperatures, proper food storage, proper sanitation of workspace and equipment, and safe serving methods.
- All Café Managers are also required to attend SERV Safe® training for food safety and sanitation.
- We also have partnered with SFS Pac, our sanitation supplier, who conduct monthly inspections at each of our school and provide training with our teams for food safety and sanitation.

Experience of Regional/District Manager, Unit Manager, and Company Registered Dietitian (Optional Evaluation Factor)

How much school food service experience will the on-site manager, area manager, and Registered Dietitian have? Include experience with Administrative Reviews. (Optional Evaluation Factor). Enter N/A if SFA has not chosen as an evaluation factor.

Michael Jestus - Director of Compliance

- With SLA since 2013. Michael has been involved with over 50 administrative reviews at SLA, but likely has been involved with as many as 600 administrative reviews with his combined experience during his time as a Field Manager @ Orange Co. Public Schools (FL) and while as project manager with TCB Consulting.
- Oversees all facets of USDA Meal Program compliance for our schools, including audit preparation and documentation.

Evelyn Klironomos, RD, LD - Registered Dietitian

- With SLA since 2018 and has been a part of more than 30 administrative reviews for our clients.
- 23 yrs. in School Nutrition, Expertise in USDA compliance menu analysis; trainer for summer meal programs, meal planning, customer satisfaction, ordering & inventory, allergies, special dietary needs

Rhonda Conley – Region Manager

- With SLA since 2017 and has been a part of more than 10 administrative reviews.
- 30+ yrs. of Foodservice Management experience, more than 4 of which are with SLA in the LA Region, oversees multiple Area Managers. She has supervised and has experience in all phases of operations, including NSLP compliance.

John Theriot – Area Manager

- With SLA since 2018, successfully participating in administrative reviews, also training others in preparation for future reviews.
- In his 5th year as an Area Manager with over site of SLA-Managed cafeterias in New Orleans, Louisiana.
- Experienced in School Café operations, management of multiple sites, training cafeteria managers.

Lastly, our Cafe Manager, with the support of the team listed above, will also be very much involved with the administrative reviews. We have full confidence and strong support teams in place to ensure we pass any administrative review with flying colors!

Local Procurement (Optional Evaluation Factor).

Describe your company's plan to source seasonal products from local vendors within 150 miles of the SFA. Describe how you plan to document and track these purchases. Enter N/A if SFA has not chosen as an evaluation factor.

N/A

ATTACHMENT CC: FOOD SERVICE MANAGEMENT COMPANY’S SUMMARY OF ACCOUNTS

Vendor Name	SLA Management, Inc.		
Summary of Accounts			
FSMC Vendor is to list all accounts in Louisiana held from July 1, 2016 through June 30, 2021. Provide the Contract Start Date and Contract End Date. If the contract has not ended, enter N/A. If the contract was ended by the SFA before the 5-year contract renewal period, the FSMC must provide the reason for the contract loss.			
SFA-Include SFA name, address, contact person, and telephone number.	Contract Start Date	Contract End Date	Reason for Contract Termination prior to the end of the 5-year contract period if applicable
Linwood Public Charter School Tess Bradford 401 W 70th St Shreveport, LA 71106 318-773-7065	7/1/2017	6/30/2027	
ReNEW Schools Damitra Santiago 10001 Lake Forest Blvd. Ste. 710 New Orleans, LA, 70127 504-234-5855	7/1/2023	7/30/2028	
Lake Charles Charter Academy Jennifer W. Gilreath 3160 Power Center Pkwy Lake Charles, LA 70607 754-732-4353	7/1/2017	6/30/2027	
Willow Charter Academy Sarah Wells 1818 Northeast Evangeline Thruway Lafayette, LA 70501 (616) 929-1103	7/1/2019	6/30/2024	
Southwest Louisiana Charter School Academy Jennifer W. Gilreath 1700 E McNeese St. Lake Charles, LA 70605 (337) 475-7910	7/1/2017	6/30/2027	
Lake Charles College Prep Jennifer W. Gilreath 2801 Power Center Pkwy. Lake Charles, LA 70607 754-732-4353	7/1/2017	6/30/2027	
Lincoln Preparatory Academy Tess Bradford 407 Central Ave Grambling, LA 71245 318-773-7065	7/1/2017	6/30/2027	
Slaughter Community Charter School Tess Bradford 2944 Hwy. 412 West Slaughter, LA 70777 318-773-7065	7/1/2020	6/30/2025	
Democracy Prep of Baton Rouge Prescott Academy K-8 Tess Bradford 4055 Prescott Rd. Baton Rouge, LA 70805 318-773-7065	1/1/2020	6/30/2024	
Discovery Schools Emily Chatelain 3837 Loyola Drive Kenner, LA 70065 504-233-4720	1/1/2022 (emergency contract) 7/1/2022	6/30/2027	

Vendor Name	SLA Management, Inc.		
SFA-Include SFA name, address, contact person, and telephone number.	Contract Start Date	Contract End Date	Reason for Contract Termination prior to the end of the 5-year contract period if applicable
Basis Baton Rouge Shannon Spikes 7550 McCall Dr. Baton Rouge, LA 70817 (225) 308-7450	7/1/2023	6/30/2028	
D'Arbonne Woods Charter School Carla Harpin 9560 HWY 33 Farmerville, LA 71241 (318) 368-8051	7/1/2017	6/30/2021	Our main point of contact changed and wanted to go out to bid a year early.
Inspire Charter Schools Van Cao 1651 N. Tonti New Orleans, LA 70119 504-942-3660	7/1/2017	6/30/2019	This account had previously bid annually. We were awarded multiple times (years) for different schools, but in the 3rd bid we were not awarded.
Choice Charter Schools Van Cao 9330 Forshey St, New Orleans LA 70118 (504) 322 - 1188	7/1/2018	6/30/2019	Challenges with facilities caused issues with partnership. We served this account for 1 year.
New Orleans Military and Maritime Academy Tess Bradford 425 O'Bannon St. New Orleans, LA 70114 (318) 773-7065	7/01/2022	6/30/2023	
Crescent City Schools Christopher Hines 2013 General Meyer New Orleans, LA 70114 504-383-5181	7/1/2023	6/30/2028	
Great Hearts Harveston Jenna Foster 11801 Bluebonnett Blvd. Baton Rouge, LA 70810 504.370.7635	7/1/2023	6/30/2028	
Athlos Academy of Jefferson Jenna Foster Behrman Hwy. Terrytown, LA 70056 504.370.7635	7/1/2023	6/30/2028	
Louisiana Key Academy-Caddo Campus Kaylee Smith 261 Arthur Avenue Shreveport, LA 71105 877.633.2373	7/1/2023	6/30/2028	
Discovery Schools Baton Rouge Nick Walker 17255 S. Harrells Ferry Rd. Baton Rouge, LA 70816 (504) 401-0799	7/1/2023	6/30/2028	

Request for Proposal – French and Montessori Education – Q&A

1. Page 22 under the designation of FSMC vs. SFA responsibilities, it has the cleaning of the cafeteria tables and floors under the FSMC; this is typically under the SFA and done by their custodian staff; I just want to confirm that this is correct?

Yes – this is correct

2. Attachment N, Page 72 does not have the checkbox checked (which, if checked, means we should use the State prototype lunch menu), but I don't see the lunch menu we should use for the nutritional analysis; can you please provide the menu we should use for the analysis?

The menus are entered in the attachments in the RFP as well as the Attachment N and Attachment O continuation.

3. Attachment O, Page 93 does not have the checkbox checked (which, if checked, means we should use the State prototype breakfast menu), but I don't see the breakfast menu we should use for the nutritional analysis; can you please provide the menu we should use for the analysis?

The menus are entered in the attachments in the RFP as well as the Attachment N and Attachment O continuation.

4. Attachment P, Page 114 does not have the checkbox checked (which, if checked, means we should use the State prototype snack menu), but I don't see the snack menu we should use for the nutritional analysis; can you please provide the menu we should use for the analysis?

The menus are entered in the attachments in the RFP as well as the Attachment N and Attachment O continuation.

5. Can you please provide the current bid price with the current vendor?

Breakfast = \$2.6465

Lunch & Supper = \$3.95

Snack = \$1.3035

6. Attachments E-I – these figures don't match what is reflected in the Projected meal counts referenced on pages 38-40. Do the ADP's on Attachments E-I reflect CURRENT ADP's?

Current ADP is correct

7. For Pages 38-40, can you please confirm how many service days these are based on? That information appears to be missing from the top of those pages

171

8. What is the current school year (2023-2024) enrollment?

454

Request for Proposal – French and Montessori Education – Q&A

9. Participation for a CEP school seems pretty low – is current meal program a cook onsite program? Any idea why participation is so low?

no

10. Can you please provide me a list of all who attended the pre-bid meeting this morning?

Amanda Peak – Auduon
Van Cao – HSFC
Jake Clifton – SLA
Rhonda Smith – SLA
Mike Monteiro – Genuine Foods
Tara Curson – Boucherie
Nathaniel Zimit – Boucherie
Floyd James – Freshy Foods
Ida James – Freshy Foods

11. Will bid responses be accepted digitally only? Or are hard copies required?

Electronic submissions are accepted using the link (Password: french2024) - <https://wkf.ms/4bxJ1x3>



Acknowledgment Receipt



Coversheet

Approve the K & S Transportation School Bus Contract Addendum for Gentilly Campus

Section:	II. Action Items
Item: Gentilly Campus	J. Approve the K & S Transportation School Bus Contract Addendum for
Purpose:	Vote
Submitted by:	
Related Material:	K & S Transportation_2024-2025 Contract Addendum.pdf



AUDUBON SCHOOLS

Audubon Charter School - Uptown

Audubon Charter School - Gentilly

www.auduboncharter.org

SHAR-KYCE, LLC ADDENDUM TO THE AGREEMENT

THIS ADDENDUM is made and entered into as of the 17th day of June, 2024 by and between Audubon Schools, with principal offices at 428 Broadway Street ("Audubon") and Shar-Kyce, LLC d/b/a K and S Transportation, with its offices located at 6032 Wickfield Drive, New Orleans, LA 70122 ("Contractor").

WHEREAS, the parties entered into a contract for the provision of student transportation services on or about November 30, 2020 ("Agreement"); with an effective term of November 30, 2020 through June 30, 2021; the agreement may be renewed for subsequent terms of twelve (12) month periods, not to exceed sixty (60) months, upon the mutual written consent of both parties.

WHEREAS, the Parties desire to extend the term of the agreement and amend certain portions thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Addendum, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **TERM.** Pursuant to the Agreement, the parties may extend the Agreement and desire to do so for a period of one (1) year. The parties hereby agree to an extension of the term of the Agreement for an additional one (1) year period commencing on July 1, 2024 and extending through June 30, 2024 ("Extension Period").
2. **COMPENSATION.** A new Exhibit C, attached hereto, will replace in its entirety the Exhibit C attached to the original agreement.
3. **COMPLIANCE WITH LAWS.** Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein, including, but not limited to
 - a. Orleans Parish School Board Policy ED – Transportation Management
 - b. City of New Orleans Code, Chapter 162, Article XVI
 - c. Louisiana State Department of Education, Bulletin 119
4. **MISCELLANEOUS.** Except as may be expressly defined herein, (i) all words in this Addendum shall have the same meanings as in the Agreement and (ii) all other terms and conditions of the Agreement (as amended) shall remain in full force and effect. This Amendment shall insure to the benefit of and be binding upon the



AUDUBON SCHOOLS

Audubon Charter School - Uptown

Audubon Charter School - Gentilly

www.auduboncharter.org

parties, their successors and assigns. In the event of a conflict between this

Addendum and any other of the documents comprising the Agreement, this Addendum shall govern.

IN WITNESS WHEREOF, this Addendum has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

Steven Corbett, Ed.D.
CEO
Audubon Schools

Shawn Jackson
Owner
SHAR-KYC LLC

EXHIBIT C

RATE SCHEDULE

The following is a list of fees and rates which shall apply to this Agreement, the Services and any additional charges which may be assessed:

- A. AM Route Services & PM Route Services: The following rates are listed on a per school bus and a per day basis, except as and/or in addition to as otherwise indicated.
 - o Standard Route Services (centralized stopping): \$ 450.00
 - o Standard Route Services (centralized stopping - A/C Bus): \$525.00
 - o Tiered Route Services: \$ ____ .00
 - o Additional Duration: \$ ____ .00 per for every 15 minutes over scheduled route if caused by School.
 - o Monitor Cost: \$125.00 per day, per monitor
 - o Alteration of Routes after October 31st: \$ ____ .00 (per hour of Contractor office work)

- B. **Special Event Route Services:** All rates for Special Event Route Services shall be mutually agreed upon in writing by the parties on a per-occurrence basis.
 - o In-Town Field Trips \$ 225.00

- C. **Special Needs Route Services:** The following rates are listed on a per-School Bus and a per-day basis, except as and/or in addition to as otherwise indicated.
 - o Routes less than 2 hours: \$ 450.00 (van with A/C; \$525.00 bus with A/C)

- D. **Miscellaneous Other Charges & Fees** (These fees will start August 2018):
 - o Fees for Cancelled School-Day notified after 5 a.m.: \$ 150.00 (per School Bus)
 - o Return of School Bus Following Receipt of Clearance: \$ 150.00 (per School Bus)

Exhibit C
Rate Schedule

- o Bus Stops outside of Orleans Parish: N/A (per day/per route)
- o Additional iBus Boss & GPS Training Sessions: \$ ____.00 (per training session)
- o Loss or Damage to Loaned Materials (These fees will start in August 2018):
 - Cell Phones \$ ____ .00 (per phone)
 - USB (Camera Wires) \$ __.00 (per USB / wire)
 - Camera Tapes \$ ____ .00 (per tape)
 - SD Card \$ __.00 (per card)
 - Keys \$ __.00 (per key)
- o Fuel Surcharge Fees: If fuel exceeds 4.50 (per gal.): \$.10 cents (per mile)
- o Late Payment Penalty (accruing monthly on total unpaid invoiced amount)
 - more than 30 days late: 2.00%
 - more than 41 days late: 3.00%
- o Contractor Performance Penalties: Contractor shall be subject to the following penalties for poor performance:
 - Bus arriving at School after the latest permissible drop off time established by the School on AM & PM routes (This only becomes applicable after the first two weeks of services have passed and/or if the delay is not the fault of the Contractor): \$ 50.00 per bus
 - Bus arriving at School after the scheduled departure time established by the School on AM & PM routes (This only becomes applicable after the first two weeks have passed and/or if the delay is not the fault of the Contractor): \$ 50.00 per bus
 - Bus on which iBus Boss inoperable: \$ 80.00 per bus
 - GPS is inoperable (starting in August 2019): \$ 100.00 per bus
 - Bus on which Contractor communication equipment is inoperable: \$ 150.00 per bus

Exhibit C
Rate Schedule

- Buses for which Contractor cannot produce video: \$ 150.00 per route

Exhibit C
Rate Schedule

Coversheet

Approve the EEC Contract to replace the PA system at Broadway.

Section: II. Action Items
Item: K. Approve the EEC Contract to replace the PA system at Broadway.
Purpose: Vote
Submitted by:
Related Material: EEC_Audubon Broadway_PA System & Point of Entry.pdf



EDUCATIONAL ELECTRONICS CORPORATION

216 OAK AVENUE · HARAHAN, LA 70123
 Main Office (504) 737-4545 · Fax (504) 737-7443
 North Shore (985) 809-0086

**ELECTRONICS
 SYSTEMS
 SPECIALISTS**

3/20/2024

Audubon Charter Schools

Attn: Mrs. Alisa Dupre

**Ref: Audubon Charter Broadway – New Rauland TCU Hybrid Intercom System
 Headend**

EEC is to provide and install a new Rauland TCU Hybrid Intercom System at the above school, to replace the existing Rauland TC21 intercom system that's already in place at the school. The new system comes with a manufacturer's Five year warranty, new system give the school the new added emergency/ ease of use functions and use of staff phones as required, at the above mentioned site. EEC will install the software on the schools network via a VPN.. EEC will tie the new system to the existing phone system at the school. The following equipment will be needed: Please note the system comes with a Rauland 5- year warranty and labor is a one- year warranty

Quan.	Manuf.	Model #	Desc.
1	Rauland	TCC2000	Controller
2	Rauland	TCC2024	24 Port Gateways
1	Rauland	TCU3000SW	Software
1	Rauland	TCC2045	Admin Console
2	Rauland	TCC2011B	Zone Page Modules
1	Cisco		POE Switch
1	Patton	SN4114S/JS/EUI	4 Port POE
1	Wall Rack		
1	Labor, Shipping, program, punchblocks, amphenol cables, and Misc.		

Total Price for the above will be \$31,147.00

Sincerely,

Randy Geier



EDUCATIONAL ELECTRONICS CORPORATION

216 OAK AVENUE · HARAHAN, LA 70123
Main Office (504) 737-4545 · Fax (504) 737-7443
North Shore (985) 809-0086

**ELECTRONICS
SYSTEMS
SPECIALISTS**

6/7/2024

Audubon Charter School

Attn: Ms. Alisa Dupre

Ref: Audubon Charter School Broadway Campus – Point of Entry

EEC was asked to give a price provide and install a new Aiphone JP-4HD Sub-Station and replace the existing gate station from a JF-DVF to a JP-DVF to only have one point of Entry System for the above mentioned site. This will allow us also to install another main station on the second office desk. The new Point of Entry System will allow for the school office personnel to view both outdoor stations and release and unlock either the door station as required.

Quan.	Manuf.	Model #	Desc.
1	Aiphone	JP-4HD	Sub Station (Second Desk)
1	Aiphone	JP-DVF-PR	Gate Station w/ Card Reader (Main Gate)
1	Aiphone	MCW-S/A	Desk Stand
1	Wire, Shipping, labor, programming and Misc.		

Total for the above will be \$3,988.00

Sincerely,

Randy Geier

Coversheet

Approve the Pelican Playground Shade Structures at the Broadway Campus

Section: II. Action Items
Item: L. Approve the Pelican Playground Shade Structures at the Broadway Campus
Purpose: Vote
Submitted by:
Related Material: Pelican Playground_Hurst St. Shade Structure_EST-2270.pdf

Quote
EST-2270



Pelican Playgrounds LLC

155 Robert St #242
Slidell, Louisiana 70458

Bill To

Audubon Charter School

Ms. Alisa Davillier Dupre
Audubon Charter School
428 Broadway
428 Broadway
New Orleans, LA 70118

Ship To

Audubon Charter School
428 Broadway
New Orleans, LA 70118

Date : 06.14.24
Quote Expires : 07.01.24
Sales Rep : Lauren Knight
Sales Rep Email : lknight@pelicanplaygrounds.com
Sales Rep Phone : 844.504.7529 Ext 0

#	Item & Description	Part #	Qty	Rate	Amount
1	USA Shade 60'x40'x13' Oversize HIP for Over Ages 5-12 Playground Area Commercial 95 Fabric	COLORS TBD	1	32,420.00	32,420.00
2	Pelican Playgrounds Installation Includes start-to-finish services: receipt of delivery, concrete cuts, multiple rentals, disposal of footer spoils, disposal of trash	INSTALL	1	36,500.00	36,500.00
3	Pelican Playgrounds New Orleans Neighbors Grant Awarded to loyal customer of Pelican Playgrounds located in Orleans Parish who are invested in providing safe, accessible, outdoor spaces for children and adults to benefit from outdoor exercise, natural sunlight, and time for PLAY!		1	-5,000.00	-5,000.00
				Subtotal	63,920.00
				Freight Shipping	6,000.00
				Total	\$69,920.00

Thank you for the opportunity to assist with your recreation project.

Terms & Conditions

This order will require a 4-week Engineering Lead Time before it goes into production. Most of our manufacturing partners are shipping 4-5 months out. If this quote is for replacement parts or repairs we highly recommend placing your order ASAP to get in the queue.

Installation is not included in the purchase price of the products unless expressly noted on the quote and invoice. IT IS THE CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS UNLESS EXPRESSLY AGREED OTHERWISE BY PELICAN PLAYGROUNDS. If you have purchased installation from Pelican Playgrounds we will add you to our installation schedule once we are notified of the shipment of all ordered materials. Trash and packaging materials will be consolidated and stacked neatly on the Customer's site or placed in the Customer's dumpster on site. If there is not available space for disposal Pelican Playgrounds will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee to be charged to the Customer.

Replacement Parts Order: If you have purchased installation from Pelican Playgrounds you must notify Kim upon receipt of the replacement parts and then we will schedule our installer to perform the work.

Prices in the above Quote are valid under the noted expiration date. If you choose to pay with a credit card, processing fees will be added to the total. Tax will be added to the final invoice unless a tax-exempt certificate is provided. For orders in the amount of \$200 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Pelican Playgrounds.

Orders become final forty-eight (48) hours from receipt of the Order Agreement. Orders may NOT be canceled or returned under any circumstances. Items which may be canceled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within ten (10) days. Authorization for the return must be obtained in writing from Pelican Playgrounds. Orders for products, other than those from Playworld, may NOT be canceled or returned.

If we can help in any way, please reach out to your Sales Rep noted at the top of this document.

Accepted By: _____
Signature, Title, & Date

Coversheet

F.A.M.E. Bylaws Review

Section: IV. Discussion Items
Item: A. F.A.M.E. Bylaws Review
Purpose: Discuss
Submitted by:
Related Material: Word F.A.M.E. By-Laws - 2024.docx

**BY-LAWS OF
FRENCH AND MONTESSORI EDUCATION INCORPORATED**

**ARTICLE I
ARTICLES OF INCORPORATION**

The Name, Purposes, Limitations, Duration, and Board of Directors of French and Montessori Education Incorporated sometimes hereinafter referred to "the Corporation," are stated in its Articles of Incorporation.

**ARTICLE II
OFFICES**

(1) Principal Office. The principal office of the French and Montessori Education Incorporated shall be located in New Orleans, LA.

(2) Other Offices. The Corporation may have such additional offices within the State of Louisiana as the Board of Directors may establish.

**ARTICLE III
STRUCTURE**

(1) Members. The Corporation shall not be a membership organization, and shall have no members.

(2) Stock. The Corporation shall be organized on a non-stock basis.

**ARTICLE IV
DIRECTORS**

(1) General Powers. Subject to the limitations contained within the provision of the Louisiana Non-Profit Corporation law (R.S. 12:201 et seq.), the Articles of Incorporation, these By Laws, and all policies established by the Corporation's Board of Directors, the Board of Directors shall set the policies of the Corporation, shall supervise, manage, and control the affairs and activities of the Corporation, and may adopt positions on issues of substance related to the purposes of the Corporation. All powers of this Corporation shall be exercised by, or under the authority of, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board of Directors shall have the following powers, to wit:

First -- To select and remove the Principal and Secretary of this Corporation, to prescribe such powers and duties for them as may not be inconsistent with the Louisiana Non-profit Corporation law, the Articles of Incorporation, or these By Laws, and to employ, discharge, and fix the compensation of, other Corporation personnel.

Second -- To conduct, manage, control and establish policies concerning the affairs and business of the Corporation; to determine on an annual or other basis the substantive areas in which the Corporation's activities are to be concentrated; to establish on an annual or other basis the priorities of the Corporation; and to oversee generally the implementation of the Corporation's program.

Third -- To borrow money and incur indebtedness for the purpose of the Corporation, and to cause to be executed and delivered therefor, in the name of the Corporation, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

Among the policies to be set by the Board shall be policies prescribing the obligations of Board members with respect to fundraising and financial contributions, attendance at Board meetings, and commitment of time and effort to the affairs of the Corporation.

(2) Number and Qualification of Directors. The authorized number of Directors, to be set by the Board of Directors, shall be no less than seven (7), and no greater than eleven (11). The Board of Directors shall at all times include one French Program Parent Representative Director and one Montessori Program Parent Representative Director. In addition, the French Consul General of New Orleans, or his/her representative designated by written proxy, will sit as an ex officio, nonvoting member of the Board of Directors whose presence or absence will not affect the determination of a quorum for any meeting. The Corporation may also have one or more advisory Directors who shall have no voting power or authority but shall serve in an advisory capacity only.

(3) Election and Term of Office. The terms of the initial Board of Directors, who are also the incorporators of the Corporation, shall expire on December 31, 2006 with the election and qualification of their successors. With the exception of Parent Representative Directors and the French Consul General, Successor Directors shall be elected for a three year term by majority vote of those presently serving as Directors at an annual, regular, or special meeting of the Board called for that purpose. With the exception of Parent Representative Directors and the French Consul General, no Director may serve more than two [2] consecutive terms. A Director wishing to serve on the Board of Directors subsequent to the expiration of two [2] consecutive terms must wait one year before being reelected.

At the time of his or her election, each Director, except for the Parent Representative Directors, shall be assigned to Class A, Class B, or Class C and an effort shall be made to keep each class of Directors of approximately equal size. It shall be the duty of the Secretary to create, maintain, and update records concerning which Directors belong to each class.

- a. Directors in Class A shall have their term expire in 2016 (and every three years thereafter);

- b. Directors in Class B shall have their term expire in 2017 (and every three years thereafter); and
- c. Directors in Class C shall have their term expire in 2018 (and every three years thereafter).

The French Program Parent Representative Director and Montessori Program Parent Representative Director shall be elected by a majority of French Program attendees and Montessori Program attendees respectively at a PTO General Meeting called for that purpose.

(4) Vacancies. Any vacancies occurring in the Board of Directors shall be filled by the majority vote of the Directors then in office at an annual, regular, or special meeting called for that purpose unless the vacancy occurs in a Parent Representative Director position, in which case the French or Montessori Program Parent Representative Director vacancy shall be filled by a majority vote of the respective program at a PTO General Meeting called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A Director elected to fill a vacancy resulting from an increase in the number of Directors shall serve until the next annual meeting of the Board of Directors.

(5) Resignation and Removal. Any Director may resign at any time by notifying the Chairman or Secretary in writing. Such resignation shall take effect on the date of receipt of such notice or at any other time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. After reasonable notice and an opportunity to respond, a Director may be removed at any time, for cause, by a vote of two-thirds (2/3) of the Board of Directors then serving if in their judgment the best interests of the Corporation would be served. A Director may be removed at any time if the Director fails to attend (or makes it known that they will fail to attend) at least two-thirds (2/3) of the regular meetings of the Board of Directors scheduled in a Fiscal Year, by a simple majority vote of the Board of Directors then serving. Notwithstanding the above, a Director may not be removed by a simple majority vote of the Board of Directors for failure to attend a certain number of regular meetings in a Fiscal Year if the Board of Directors previously agreed to grant an exemption to such Director from the requirement to attend at least two-thirds (2/3) of the regular meetings of the Board of Directors for the Fiscal Year in question.

(6) Compensation. Directors shall not receive any salaries or fees for their services as Directors, provided, however, that, to the extent permitted by law, nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor or from being reimbursed for ordinary and necessary expenses that he or she may incur in transacting business on behalf of the Corporation.

(7) Indemnification of Directors. To the fullest extent permitted by law, the Corporation shall indemnify its Directors and Officers, or former Directors and Officers, against judgments and fines (whether civil, criminal, administrative, or investigative) and mounts paid in settlement, costs, and expenses (including reasonable attorneys' fees) actually and necessarily incurred by him or her in connection with the defense of any pending or threatened action, suit, or proceeding in which he or she is or may be made a party by reason of having been such Director or Officer, or acts or omissions committed within the scope of activity as a Director or Officer, provided that the Board of Directors determines that the person or persons to be indemnified reasonably believed that he or she was acting in the best interests of the Corporation, and did not act willfully, with gross negligence, or with

fraudulent or criminal intent.

ARTICLE V

OFFICERS OF THE BOARD

(1) **Officers.** The Officers of the Corporation shall be a Chairman, Vice Chairman, Secretary, and Treasurer. The Corporation may also have, at the discretion of the Board of Directors, such other Officers as may be appointed by the Board of Directors.

(2) **Election.** The Officers shall be elected annually by the Board of Directors and each shall hold office until he or she resigns, is removed, or otherwise is disqualified to serve, or until his or her successor is elected. Officers may serve more than one term. Vacancies (due to removal, resignation, disqualification, death, or otherwise) may be filled for the unexpired portion of the term, or new offices created and filled, at any meeting of the Board of Directors, by majority vote of the Board of Directors.

(3) **Resignation and Removal.** Any Officer may resign his or her office at any time by notifying the Chairman or Secretary in writing. Such resignation shall take effect on the date of receipt of such notice or at any other time therein specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. Officers may be removed at any time, for cause, by a vote of two-thirds (2/3) of the Board of Directors then serving if in their judgment the best interests of the Corporation would be served thereby.

(4) **Chairman.** The Chairman shall, if present, preside at all meetings of the Board and of the Executive Committee and shall exercise and perform such other powers and duties as may be assigned to him or her from time to time by the Board or prescribed by these By-Laws.

(5) **Secretary.** The Secretary shall keep on behalf of the Corporation a book of minutes of all meetings of the Board of Directors, and the Executive Committee and any committees having the authority of the Board of Directors, with the time and place of holding, how called or authorized, the notice thereof given, the names of those present, and the proceedings thereof. The Secretary shall also see that all notices are duly given in accordance with these By Laws or as required by law. The Secretary may direct that the foregoing responsibilities be carried out by a qualified member of the staff of the Corporation. The Secretary shall be the custodian of the corporate records of the Corporation, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the Board of Directors or the Principal.

ARTICLE VI

COMMITTEES OF THE BOARD

(1) **Executive Committee.** There may be an Executive Committee of the Board of Directors composed of all Officers, and such other Directors as shall be elected to the Executive Committee by majority vote of the Board of Directors. Meetings of the Executive Committee may be called by the Principal, by any two members of the Executive Committee, or by the Board of Directors upon written notice to the members of the committee of the time, place and purpose of such meeting. Subject to any limitation imposed by law, the Articles of Incorporation or by resolution of the Board of Directors, the Executive Committee is empowered to authorize the initiation of any action or activity by the Corporation, or interpret and communicate the position of the Corporation on issues

related to the Corporation's purposes and activities, where in its judgment an urgent situation exists which requires prompt action on the part of the Corporation. The Executive Committee also may conduct other business of the Corporation requiring urgent attention, provided that it does not take any action contrary to any policy adopted by the Board.

(2) Other Board Committees. In addition to the Executive Committee that is established by these By Laws, the Board of Directors may create and organize itself, and to include persons who are not Directors, into various other committees in order to better fulfill its responsibilities. Any such committee shall not be authorized to act on behalf of the Corporation, but shall serve solely in an advisory capacity in making such recommendations to the Board of Directors as it concludes are desirable or expedient.

ARTICLE VII

MEETINGS OF THE BOARD

(1) Annual Meetings. There shall be an annual meeting of the Board of Directors at such time and place as the Board shall determine at the final regular meeting of the year. Notice shall be sent by the Secretary at least fourteen (14) days prior thereto to each Director, either by mail, telecopy, or electronic mail directed to his or her address, telecopy number, or electronic mail address as shown upon the records of the Corporation.

(2) Regular Meetings. The Board of Directors shall meet at such times as shall be determined by the Board at its annual meeting. The Secretary shall send notice by mail or electronic mail to all Directors at least seven (7) days in advance, including therein a request for motions and issues on the agenda. All Directors shall then be entitled to submit by motion, via mail or electronic mail, those issues that he or she wishes the Board to address at the upcoming meeting. They must be submitted at least three (3) days before the scheduled meeting. Those motions submitted shall form the agenda of the meeting, a copy of which the Secretary shall send to all Directors two (2) days beforehand, either by mail, telecopy, personal delivery, or electronic mail. Issues outside of this agenda may not be raised at the meeting, except upon a approval of two-thirds vote of Directors present at the meeting. At any meeting, any Director may move for new issues to be immediately placed on the agenda for the next meeting.

(3) Special Meetings. Special meetings of the board of Directors for any purpose may be called at any time by the Chairman or by any three members of the Executive Committee, or by any group of Directors comprising at least one-third (1/3) of the Board of Directors then serving. The person or persons calling a meeting shall submit a written motion to the Secretary by mail, telecopy, or electronic mail at least three (3) days before the desired meeting. These motions shall set forth the purpose of the meeting, as well as the time and place. The Secretary shall then send notice of the meeting to all Directors at least two (2) days prior thereto. The Directors in attendance may raise new issues at the meeting.

(4) Committee Meetings. Written notice of the time and place of all Committee meetings shall be given to each member or sent to each either personally, by mail, addressed to his or her address as it is shown upon the records of the Corporation, or by mail, addressed to his or her address as it is shown upon the records of the Corporation, or by electronic mail. In case such notice is mailed it shall be deposited in the United States mail at least seven (7) days prior to the time of the holding of the meeting.

In case such notice is given by telecopy or facsimile, such notice shall be transmitted at least five [5] days prior to the time of the holding of the meeting.

(5) Waiver of Notice. Any Director may waive notice of any meeting. The attendance of any Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. The transactions of any meeting of the Board of Directors, or of the Executive Committee or any other committee of the Board, however called and noticed or wherever held, shall be deemed valid as though a meeting had been duly noticed and held if, before or after the meeting, Directors who are not present sign a written waiver of notice or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(6) Quorum. Not less than one-half (1/2) of the Directors currently serving, shall be necessary to constitute a quorum for the transaction of business at any meeting of the Board of Directors, and not less than one-half (1/2) of the Directors presently serving on the Executive Committee or any other committee shall be necessary to constitute a quorum for the transaction of business at any such committee meeting, but in no event shall a quorum consist of fewer than three Directors.

(7) Manner of Acting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, or of the Executive Committee or other committee of the Board (if the act or decision is done or made by committee), except where these By Laws require decisions by a majority or more of the Directors presently serving.

(8) Notice to Public. Notice of board and committee meetings shall be provided to the public as set forth in Louisiana Revised Statutes 42:4, *et seq.*

(9) Adjourned Meetings and Notices thereof. Any Meetings of the Board of Directors, annual, regular, or special, or of the Executive Committee or any other committee of the Board, whether or not a quorum is present, may be adjourned by majority vote of the Directors present, but in the absence of a quorum no other business may be transacted at such meeting. When any meeting of the Board of Directors, annual, regular, or special, or of the executive Committee or any other committee of the Board, is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting, except it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

(10) Notice of Adjournment. Notice of the time and place of the holding of an adjourned meeting shall, if feasible, be given to absent Directors if the time and place is fixed at the meeting adjourned.

ARTICLE VIII **MISCELLANEOUS**

(1) Tax Returns and Financial Statements. The Corporation shall file timely its annual federal income tax as required by the tax regulations and instructions.

(2) Execution of Documents. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in

the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or other person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

(3) Inspection of by Laws. The Corporation shall keep in its principal office the original or a copy of these By Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Board of Directors at all reasonable times during office hours.

(4) Fiscal Year. The fiscal year of the Corporation shall begin on the *first* day of July and end on the last day of June unless otherwise determined by the Board of Directors.

(5) Accountant. The Corporation shall have the right to have an accountant.

ARTICLE IX

AMENDMENT OF BY-LAWS

(1) Alteration, Amendment, or Repeal. These By-Laws may be altered, amended, or repealed by the vote of a two-thirds (2/3) majority of the Directors of the Corporation presently serving.

Coversheet

F.A.M.E. Board Nominations

Section: IV. Discussion Items
Item: B. F.A.M.E. Board Nominations
Purpose: Discuss
Submitted by:
Related Material: Board Nomination Policy - Governance Committee.docx

F.A.M.E. BOARD

Governance Committee – Board Nomination Policy

- Review Board Skills Matrix to determine who we have on the board, and identify gaps and skills we would like to have on the board.
- Solicit resumes for potential candidates.
- Governance Committee reviews resumes to see which candidates meet the criteria.
- Once individuals have been identified, the Governance Committee schedules interviews with prospective board candidates. Prospective candidates are given a tour of the school(s) with the CEO and one or more F.A.M.E. Board Members.
- Governance Committee Members recommend slate of board candidates to the full F.A.M.E. Board.
- F.A.M.E. Board votes on the slate of candidates.