

**City of Baker School Board**  
**Board Meeting Agenda**  
**Tuesday, September 3, 2024, 6:00 P.M.**  
**School Board Office**

**Joyce Burges, President – Presiding**

“The beautiful thing about *education* is nobody can take it away from you.”

— B.B. King

**A. Meeting Commencement**

1. Call to Order
2. Roll Call
3. Silent Meditation
4. Pledge of Allegiance

**B. Welcome of Visitors**

**C. Recognitions**

1. Mayor Darnell Waites Proclamation for Baker High School

**D. Approval of Agenda (Action)**

**E. Action Items**-The public may comment on Action Items. Public Comment is limited to 2 minutes per individual.

1. Consideration and Approval of Minutes from the School Board Meeting of August 6, 2024.
2. Consideration and Approval of Servitude for the City of Baker to install a waterline to the South side of the stadium.
3. Consideration and Approval of an RFP for Pre-Position contract for disaster management.
4. Consideration and Approval of an RFP for Food Service Management Contract.
5. Consideration and Approval of updated Job Descriptions based on Act 311.
  - i. Middle School Classroom Teacher
  - ii. Dean of Students
  - iii. Athletic Director and Head Football Coach
  - iv. Band Director
  - v. Custodians
  - vi. Elementary Classroom teacher
  - vii. Instructional Coach
  - viii. Special Education Teacher
  - ix. Child Nutrition
  - x. School Counselor
  - xi. Family Liaison
  - xii. Head Custodian
  - xiii. High School Teacher
  - xiv. Performing Arts Teacher
6. Consideration and Approval of the Pupil Progression Plan for the 2024-2025 school year.
7. Consideration and Approval of Amendment 2 to the CSRS contract.

**F. Information Items**

1. Superintendent's Report on Personnel
2. Policies for update:
  - i. A-5.2 QUALIFICATIONS FOR SCHOOL BOARD MEMBERS
  - ii. B-3 SCHOOL BOARD MEMBER CONTINUING EDUCATION
  - iii. B-12.1 NOTIFICATION OF SCHOOL BOARD MEETINGS
  - iv. D-7.4 PURCHASING
  - v. DJEB COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY PROCUREMENT
  - vi. F-9.2 COMPENSATION
  - vii. F-11.4 SICK LEAVE
  - viii. F-11.4b SICK LEAVE BANK
  - ix. H-3.5b CORPORAL PUNISHMENT
  - x. H-3.6 STUDENT HEALTH SERVICES
  - xi. H-3.6b IMMUNIZATIONS
  - xii. H-3.6c ADMINISTRATION OF MEDICATION
  - xiii. H-3.6i BEHAVIORAL HEALTH SERVICES FOR STUDENTS

**G. Announcements**



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Debbie Dedeaux at 225.774.5795 to describe the assistance that is necessary.

1. Date of Next Meeting – October 1, 2024

**H. Adjournment (Action)**



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Debbie Dedeaux at 225.774.5795 to describe the assistance that is necessary.



## City of Baker School Board Meeting August 6, 2024

### MINUTES

The City of Baker School Board held a public hearing beginning at 6:00 p.m. on Tuesday, August 6, 2024.

President Burges opened the public hearing to consider approval of the City of Baker School Board's proposed operating budget for 2024-2025.

Mr. Scott Lazarone of Faulk and Winkler, CPA, LLC presented the proposed budget and answered questions from the public and board members.

On motion of Mrs. Profit seconded by Ms. Butler, the Board voted to close the public hearing and move to the public meeting. Voting yes: Perkins, Profit, Butler, and Burges. Voting no: None. Absent: Joseph.

President Burges called the public meeting to order and explained to visitors the process for speaking on action agenda items is to request a comment card from Mrs. Debbie Dedeaux. Write your name on the card as well as the number of the agenda item you wish to speak on and return the card to Mrs. Dedeaux. She will bring the card up to the Board President at the appropriate time. Visitors will be allowed two (2) minutes to speak.

Mrs. Burges welcomed all visitors to the meeting and took roll call:

Perkins: Present  
Profit: Present  
Joseph: Absent  
Butler: Present  
Burges: Present

President Burges announced there was a quorum and the meeting would proceed.

Superintendent Stroder introduced Mr. Casey Smith, the new 6<sup>th</sup> - 8<sup>th</sup> Grade Principal, to the Board and the public.

On motion of Ms. Butler seconded by Mrs. Profit, the Board voted to approve the meeting agenda. Voting yes: Perkins, Profit, Butler, and Burges. Voting no: None. Absent: Joseph.

#### **Action Items:**

1. Consideration and Approval of Minutes from the School Board Meeting of July 2, 2024  
On motion of Ms. Butler seconded by Mrs. Profit, the Board voted to approve the minutes from the School Board Meeting of July 2, 2024. Voting yes: Perkins, Profit, Butler, and Burges. Voting no: None. Absent: Joseph.

2. Adopt the 2024-2025 City of Baker School Board Operating Budget  
On motion of Mrs. Profit seconded by Ms. Butler, the Board voted to adopt the 2024-2025 City of Baker School Board Operating Budget. Voting yes: Profit, Butler, and Burges. Voting no: Perkins. Absent: Joseph.
3. Consideration and Approval of Unpainted Portion of the Baker High School Building Project  
\* There was some confusion about the intent of the agenda item. It was explained that voting to approve the item meant voting to leave the unpainted portion unpainted.  
On motion of Mrs. Profit seconded by Ms. Butler, the Board voted to approve the unpainted portion of the Baker High School Building Project. Voting yes: Profit, Butler, and Burges. Voting no: None. Abstaining: Perkins. Absent: Joseph.
4. Consideration and Approval of Change Order No. 9 for the Baker High School Construction Project  
On motion of Mrs. Profit seconded by Ms. Butler, the Board voted to approve Change Order No. 9B for the Baker High School Construction Project. Voting yes: Perkins, Profit, Butler, and Burges. Voting no: None. Absent: Joseph.

**F. Information Items**

1. Superintendent's Report on Personnel  
A report on all personnel actions was provided to the Board prior to the meeting.
2. Accountability & Assessment  
Dr. Lisa Smothers, Supervisor of Accountability & Assessments, and Mrs. Candace Bailey, Supervisor of Early Childhood Education, provided information on literacy improvements across the district.

In addition, the following information that was requested by Board Member Linda Perkins at the June 4, 2024 Board Meeting was provided:

- An update on the summer remediation for third and fourth grades students as required by law, and
- Have we started to think about a plan for those students who are going to the third grade that scored "Below Basic" on DIBELS® (Dynamic Indicators of Basic Early Literacy Skills)? By law, all third graders who scored below the benchmark on DIBELS® would be retained beginning with the 2024-2025 school year.

**G. Announcements:**

1. Date of Next Meeting – September 3, 2024

2. President Burges announced that at the next School Board Meeting, scheduled for September 3, 2024, the Board will conduct a public hearing on our millage.

H. **Board Comments:**

There were no Board comments.

I. **Adjournment:**

On motion of Mrs. Profit seconded by Ms. Butler, the Board voted to adjourn at 7:32 p.m.  
Voting yes: Perkins, Profit, Butler, and Burges. Voting no: None. Absent: Joseph.

Submitted by: J.T. Stroder, Secretary.

June 20, 2024

## REQUEST FOR PROPOSAL

Proposals will be received by the City of Baker School System, Attention: Alisa Sibley, Purchasing Department, 14750 Plank Rd. Baker LA. 70785, **not later than 2:00 p. m., Thursday, October 3, 2024**, for the following:

**RFP-5172**  
**Program/Project Management**  
**and Disaster Recovery/Grants Management Professional Services**

The Proposals will be opened at the COBSS Central Office immediately following the close of proposal time on the above noted date.

Preliminary proposal information may be obtained by emailing [asibley@bakerschools.org](mailto:asibley@bakerschools.org). It is the policy of the City of Baker School System to provide equal opportunities without regard to race, color, national origin, sex, age, disabilities, or veteran status in educational programs and activities. This includes, but is not limited to, admissions, educational services financial aid and employment.

CITY OF BAKER SCHOOL SYSYTEM

J.T. Stroder

Superintendent

# REQUEST FOR PROPOSAL

# RFP-5172

# PROGRAM/PROJECT MANAGEMENT AND DISASTER RECOVERY/GRANTS MANAGEMENT PROFESSIONAL SERVICES

PREPARED BY:  
J.T.Stroder  
Superintendent  
AUGUST 2024

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**REQUEST FOR PROPOSAL  
FOR  
PROGRAM/PROJECT MANAGEMENT  
AND  
DISASTER RECOVERY/GRANTS MANAGEMENT  
PROFESSIONAL SERVICES**

**PART 1. ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background**

City of Baker School System (CoBSS) is the largest employer in Baker, LA. Baker High School was devastated by a flood in 2016 and it took 8 years to rebuild Baker High School. We are seeking this Pre-Position Contract in order to be prepared for any future Natural Disasters that effect the educational facilities of CoBSS.



## **1.2 Purpose**

The City of Baker School System is seeking a firm to assist with Program/Project Management Services along with Disaster Recovery/Grants Management Services. An Indefinite Deliveries Contract will be assigned to the selected firm with issuance of Task Orders as services are needed. The CITY OF BAKER SCHOOL SYSTEM reserves the right to issue one or multiple Master Services Agreements based on committee review and recommendation.

### **Program/Project Management Services**

Through an Indefinite Deliveries Contract, the CITY OF BAKER SCHOOL SYSTEM intends to fill voids in the work plan with contracted PM assistance. The Superintendent will assign specific tasks to the firm whose abilities match the items needed. Task Orders will be issued, as needed, to the firms holding an indefinite deliveries contract. Workload, performance, and staff capabilities will play a factor in future work order assignments to the IDC.

Subconsultants should be identified if the proposer plans on outsourcing any services for which this proposal covers.

Proposers shall provide a Cost Proposal (attachment I) as part of the response.

### **Disaster Recovery Services**

The City of Baker School System is also seeking the same firm to assist the Department of Planning and Construction in Disaster Recovery/Grants Management Services. This shall include, but not limited to, both Man-Made and Natural Disasters following guidelines and provisions set forth by all State and Federal Funding sources. Task Orders will also be issued for this service.

It is the policy of the City of Baker School System to provide equal opportunities without regard to race, color, national origin, sex, age, disabilities, or veteran status in educational programs and activities. This includes, but is not limited to, admissions, educational services, financial aid and employment.

Respondents, their consultants, sub-consultants, or other parties representing the Respondent for this solicitation may not contact any member of the RFP Selection Board concerning this project from the date of advertisement until after the date of selection.

The City of Baker School System reserves the right to reject any and/or all the submittals in response to this Request for Proposals.

The firm selected for each RFP will be responsible for assembling the sub consultants necessary to meet the requirements of the RFP. The City of Baker School System reserves the right to review the proposed firm/team and reject any consultants identified to be part of the applicant's team due to poor past performance.

Subconsultants should be identified if the proposer plans on outsourcing any services for which this proposal covers.

### **Program/Project Management Services items to consider for submittal**

- Manage CITY OF BAKER SCHOOL SYSTEM Construction Projects
- Update existing CITY OF BAKER SCHOOL SYSTEM Education Specifications as necessary

- Update existing CITY OF BAKER SCHOOL SYSYTEM Design Procedures as necessary
- Update existing CITY OF BAKER SCHOOL SYSYTEM Design Standards as necessary
- Update existing CITY OF BAKER SCHOOL SYSYTEM Topographical Survey Specifications as necessary
- Develop a CMAR Contract for CITY OF BAKER SCHOOL SYSYTEM as necessary
- Assist with update of CITY OF BAKER SCHOOL SYSYTEM Design Contract as necessary
- Assist with update of CITY OF BAKER SCHOOL SYSYTEM Construction Contract as necessary
- Other Projects/Documents as necessary

### **Document Preparation, Execution and Enforcement of Contract requirements**

- Contract Preparation and execution – Assist the owner in preparation and execution of Design Contracts, Construction Contracts, and work orders for any upcoming Bond Projects and Major Maintenance Projects related to a natural disaster.
- Enforcement and collection of post bid documents. This includes items such as Bonds, Insurance Certificates, Attestation, Employee Verification, Filed Contracts, As-Built Drawings, Shop Drawings, Substantial Completion Documents filed at the courthouse.
- Prepare Scope Packages for surveys, requests for quotes, tree removal and other miscellaneous tasks. These items will not require a professional of record. Program Management firms will not be asked to prepare stamped plans or specifications.
- Coordination of Owner Training – Develop list of Training requirements, establish list of attendees, coordinate training schedule, invite attendees and collect sign in sheets.

### **Project Management -**

Coordinate generation of studies/reports/surveys and owner's vendors. Deliver same to Architect of record for use in Design.

- Traffic Impact Studies
- Geotechnical Reports
- Topographical Surveys
- Coordinate Owner's Testing lab assignments with A/E's and G.C.'s
- Wetland Delineation Reports

**Constructability Reviews** – Review Construction Documents and provide feedback to the Architect of record. The focus of the review is on coordination of drawing references, sheet references and trades in the documents. The Goal is to minimize errors, omissions, conflicts and change orders.

**Right of way Acquisition** – In the event that traffic improvements are required at locations where right of way acquisition becomes necessary, this task will be issued to a firm with experience in same.

**Assist with Cost Tracking** –A firm may be assigned the responsibility to prepare reports on the overall Bond Budget and expenditures. The firm may also be asked to assist with cash flow projections for Bond projects on an annual basis.

### **Filed Observation and Field Reports –**

Proposers should provide resumes for the individuals assigned to this contract evidencing the staff positions the individual will be assigned. The individual should be further identified as either a company employee or sub-contractor. The proposer should provide detailed information addressing the experience

and qualifications of assigned personnel.

(Program/Project Management) Disaster Recovery Services items to consider for submittal:

The purpose of this response is to provide members of the RFP-5172 Selection Panel with specific information regarding the qualifications of interested firms.

Proposers should include a cover letter submitted on official business letterhead addressing the intent of the proposer to submit a response to this RFP.

Proposers should include an Executive Summary. This section should serve to introduce the purpose and scope of the proposal. This section should also include a summary of the proposer's qualifications and ability to meet the overall requirements of the RFP.

Proposers should give a brief description of their company to include brief history, corporate structure and organization, number of years in business, and copies of its latest financial statements, preferably audited.

Proposers should describe prior experience in working on projects of similar scope and size to RFP-5172. Provide the same information on all sub consultants that will participate.

Proposers shall provide a technical proposal as part of the response. The Technical Proposal shall consist of a written narrative and should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein.

Proposers shall provide at least two references with Name and contact information for their firm and for their sub consultants.

Proposers shall provide a Cost Proposal (attachment II) as part of the response.

Proposers should provide resumes for the individuals assigned to this contract evidencing the staff positions the individual will be assigned. The individual should be further identified as either a company employee or sub-contractor. The proposer should provide detailed information addressing the experience and qualifications of assigned personnel.

### **1.3 Goals and Objectives**

It is the goal of the CITY OF BAKER SCHOOL SYSYTEM to obtain proposals from possible firms to assist with two specific areas of management. First is Program/Project Management and second is Disaster Recovery/Grants Management. There is one scorecard for both services. Proposers should submit a bound proposal based on the outline below and also submit, separate to the bound proposal, the Standard Form CITY OF BAKER SCHOOL SYSYTEM\_PM\_July\_2024 (Program/Project Management) and CITY OF BAKER SCHOOL SYSYTEM\_DR\_July\_2024 (Disaster Recovery/Grants Management). The proposer should not submit two bound proposals, only two forms.

The CITY OF BAKER SCHOOL SYSYTEM reserves the right to award master services contracts to one or multiple firms for these services. Task Orders will be issued based on CITY OF BAKER SCHOOL SYSYTEM need for services within this RFP.

#### 1.4 Definitions

- A. Shall – The term “shall” denote mandatory requirements.
- B. Must – The terms “must” denote mandatory requirements.
- C. May – The term “may” denote an advisory or permissible action.
- D. Should – the term “should” denote desirable.
- E. Allows – The term “allows” denotes desirable.
- F. CITY OF BAKER SCHOOL SYSYTEM/APS – City of Baker School System
- G. Proposer – Vendor/Company/Contractor who is submitting the RFP.
- H. Discussions – A formal, structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.
- I. Provide(s) – The term “provides” denotes desirable

#### 1.5 Schedule of Events

	<u>Date/Time</u>
1. Deadline to receive written inquiries from proposers	10/3/2024, 2:00 PM
2. Deadline for CITY OF BAKER SCHOOL SYSYTEM to answer written inquiries	09/25/2024, 2:00 PM
3. Proposal Opening Date	10/04/2024, 2:00 PM
4. Vendor Discussions/Demonstrations, If Needed	To be scheduled
5. Notice of Intent to Award	To be scheduled

**NOTE: The City of Baker School System reserves the right to deviate from these dates.**

#### 1.6 Proposal Submittal

All proposals shall be received by the City of Baker School System Purchasing Department no later than the date and time shown in the Schedule of Events.

The outside of the RFP envelope/box (or outermost envelope/box if mailed by and delivered by United States Postal Service, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) must be labeled with the following information:

- **Company Name**
- **Request for Proposal Number (See acceptable formats below):**
  - RFP-5172
  - RFP5172
  - Request for Proposal RFP-5172
  - Request for Proposal RFP5172
  - Request for Proposal 5172
- **Louisiana Contractor's license number of the Bidder** (if applicable)

Failure to label all envelopes or boxes exactly as stated above shall result in a MANDATORY rejection of this bid. **CITY OF BAKER SCHOOL SYSYTEM does not have the right to waive informalities as dictated by public bid law.** Sole responsibility for properly labeling, mailing and delivering of bids is that of the bidder.

Below is a sample of a correctly worded label, this label can be cut out and used as your label(s) if desired.

Preferred method is to label 2 sides of all envelopes/boxes.

## Request for Proposal RFP-5172

**Company Name:** \_\_\_\_\_

**Address 1:** \_\_\_\_\_

**Address 2:** \_\_\_\_\_

**LA License #:** \_\_\_\_\_

**City of Baker School System  
14750 Plank Rd,  
Baker. LA 70714**

Proposals will only be accepted from the following three options:

1. **Electronic** submission via [asibley@bakerschools.org](mailto:asibley@bakerschools.org);
2. **Hand delivery** – 14750 Plank Rd, Baker. LA 70714 (*We cannot accept or take any bids, including receiving any hand delivered bids, on days which are recognized as holidays by the USPS*);
3. **Mail** – 14750 Plank Rd, Baker. LA 70714 (*Recommended: registered or certified mail with a return receipt requested*)

The proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City of Baker School System is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

The proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**Copies of proposals required if hand delivered or mailed:**

- Quantity (6) bound proposals shall be submitted.
- Quantity (1) proposal should be submitted in digital format (i.e. CD or USB drive).

Proposals shall be opened publicly and only the proposers submitting proposals shall be identified aloud.  
Prices shall not be read aloud.

### 1.7 Proposer Inquiries

The single point of contact for the City of Baker School System concerning this RFP shall be Alisa Sibley, (225) 774-5795. The proposers shall NOT contact any other CITY OF BAKER SCHOOL SYSYTEM employee concerning this specific RFP during the proposal process without submitting the request for information in writing to Alisa Sibley. Failure to comply with this and any other proposal instructions detailed in this RFP will be reflected in the grading criteria.

### **1.8 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. Without exception, all questions must be in writing (even if an answer has already been given to an oral question during a pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (\*). Initial inquiries shall not be entertained thereafter.

The CITY OF BAKER SCHOOL SYSYTEM shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement. The CITY OF BAKER SCHOOL SYSYTEM reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the CITY OF BAKER SCHOOL SYSYTEM addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any CITY OF BAKER SCHOOL SYSYTEM employee. The CITY OF BAKER SCHOOL SYSYTEM shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the CITY OF BAKER SCHOOL SYSYTEM. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, e-mail, hand, or fax to:

City of Baker School System  
Attention: Alisa Sibley  
14750 Plank Rd,  
Baker. LA 70714

E-Mail: [asibley@bakerschools.org](mailto:asibley@bakerschools.org)  
Phone: (225) 774-5795

### **1.9 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of the proposer's ability to perform the services described in the RFP and confirms that the proposer is willing to perform those services and enter into a contract with the CITY OF BAKER SCHOOL SYSTTEM. The person signing the proposal must be:
- a. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
  - b. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
  - c. Other documents indicating authority which are acceptable to the public entity.

The proposers should exhibit their understanding and approach to the project and address how each element they propose to work on will be accomplished.

The cover letter should also:

- a. Identify the submitting the proposer;
- b. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the proposer to contractually obligate the proposer;
- c. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of the proposer, financial strength and stability, examples of related services to government entities exhibiting customer satisfaction, customer references, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: A schedule of lead times and delivery date projections.
- G. Financial Proposal: The proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the proposer wishes to have considered in the contractual arrangement with the CITY OF BAKER SCHOOL SYSTTEM.

### **1.10 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP are also desired. Each proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.11 Errors and Omissions in Proposal**

The CITY OF BAKER SCHOOL SYSTTEM will not be liable for any error in the proposal. The proposer will not be allowed to alter proposal documents after the deadline for proposal submission,

except under the following condition: The CITY OF BAKER SCHOOL SYSYTEM reserves the right to make corrections or clarifications due to patent errors identified in proposals by the CITY OF BAKER SCHOOL SYSYTEM or the proposer. The CITY OF BAKER SCHOOL SYSYTEM, at its option, has the right to request clarification or additional information from the proposer.

### **1.12 Changes, Addenda, Withdrawals**

The CITY OF BAKER SCHOOL SYSYTEM reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The CITY OF BAKER SCHOOL SYSYTEM also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.13 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the CITY OF BAKER SCHOOL SYSYTEM, Attn: Alisa Sibley, Purchasing Department.

### **1.14 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the CITY OF BAKER SCHOOL SYSYTEM pursuant to the RFP. The proposer should clearly identify those services or hardware being proposed. (For clarity, it is also recommended that the proposer list those not being submitted.)

### **1.15 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer should mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of their proposal sought to be restricted in accordance with the conditions of the legend: “The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the City of Baker School System shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Baker School



System’s right to use or disclose data obtained from any source, including the proposer, without restrictions.” Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the City of Baker School System will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City of Baker School System and hold the City of Baker School System harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City of Baker School System to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City of Baker School System harmless, the City of Baker School System may disclose the information. The City of Baker School System reserves the right to make any proposal, including proprietary information contained therein, available to City of Baker School System committee personnel, consultants, for the sole purpose of assisting the City of Baker School System in its evaluation of the proposal. The City of Baker School System shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2 (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records. If your proposal contains confidential information, you should submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit such a copy within 48 hours of notification from the City of Baker School System, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

**1.16 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the CITY OF BAKER SCHOOL SYSYTEM to award a contract. The CITY OF BAKER SCHOOL SYSYTEM reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the CITY OF BAKER SCHOOL SYSYTEM to do so. CITY OF BAKER SCHOOL SYSYTEM will accept or reject the various components and services in the manner deemed to best support CITY OF BAKER SCHOOL SYSYTEM. The CITY OF BAKER SCHOOL SYSYTEM may select multiple or a single proposer as best suits the district’s objectives for any components or services

**1.17 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the CITY OF BAKER SCHOOL SYSYTEM. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the CITY OF BAKER SCHOOL SYSYTEM and not returned to proposers. Any copyrighted materials in the response are not transferred to the CITY OF BAKER SCHOOL SYSYTEM.

**1.18 Cost of Offer Preparation**

The CITY OF BAKER SCHOOL SYSYTEM is not liable for any costs incurred by prospective proposers or contractors prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations (if needed), and any other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the CITY OF BAKER SCHOOL SYSYTEM.

### **1.19 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the proposer provides for a different time period within its proposal response. However, the CITY OF BAKER SCHOOL SYSYSTEM reserves

the right to reject a proposal if the proposer's response is unacceptable and the proposer is unwilling to extend the validity of its proposal. The proposer must provide a term for possible additional purchases.

### **1.20 Prime Contractor Responsibilities**

The selected proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The CITY OF BAKER SCHOOL SYSYSTEM shall consider the selected proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.21 Use of Subcontractors**

Each contractor/proposer shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. Proposers must identify subcontractor(s), provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the CITY OF BAKER SCHOOL SYSYSTEM urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified in the RFP.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.22 Written or Oral Discussions/Presentations**

If needed, written or oral discussions may be conducted with the proposers who submit proposals determined to be reasonably susceptible of being selected for award. The CITY OF BAKER SCHOOL SYSYSTEM reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final written contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the CITY OF BAKER SCHOOL SYSYSTEM understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions. We reserve the right to record (video/audio) all meetings and/or calls during this RFP process.

### **1.23 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful proposers to accept these obligations shall result in the rejection of the proposal.

### **1.24 Evaluation and Selection**

All responses received as a result of this RFP are subject to a consensus evaluation by the CITY OF BAKER SCHOOL SYSYTEM Evaluation Committee for the purpose of selecting the proposer or proposers with whom the CITY OF BAKER SCHOOL SYSYTEM shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the proposers to make this determination.

Written recommendation for award shall be made to the CITY OF BAKER SCHOOL SYSYTEM Superintendent for the proposer or proposers whose proposals, conforming to the RFP, will be the most advantageous to the CITY OF BAKER SCHOOL SYSYTEM, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the CITY OF BAKER SCHOOL SYSYTEM

### **1.25 Contract Negotiations**

If for any reason the proposer whose proposal is most responsive to the CITY OF BAKER SCHOOL SYSYTEM needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the CITY OF BAKER SCHOOL SYSYTEM may negotiate with the next most responsive proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. CITY OF BAKER SCHOOL SYSYTEM Purchasing Department should approve the final contract and issue a purchase order, if applicable, to complete the process.

### **1.26 Contract Award and Execution**

The CITY OF BAKER SCHOOL SYSYTEM reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, and any addendums, the proposal of the selected contractor or contractors will become part of any contracts initiated by the CITY OF BAKER SCHOOL SYSYTEM.

If the contract negotiation period exceeds 14 days or if the selected proposer fails to sign the contract within seven calendar days of delivery of it, the CITY OF BAKER SCHOOL SYSYTEM may elect to cancel the award and award the contract to the next-highest-ranked proposer.

Award shall be made to the proposer whose proposal, conforming to the RFP, will be the most advantageous to the CITY OF BAKER SCHOOL SYSYTEM with the highest points.

### **1.27 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award, CITY OF BAKER SCHOOL SYSYTEM Purchasing Department will issue a Notice of Intent to Award letter to the apparent successful proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the CITY OF BAKER SCHOOL SYSYTEM, the CITY OF BAKER SCHOOL SYSYTEM may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous proposer.

CITY OF BAKER SCHOOL SYSYTEM will also notify all unsuccessful proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

### **1.28 Insurance Requirements**

Contractor shall furnish the CITY OF BAKER SCHOOL SYSYTEM with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the CITY OF BAKER SCHOOL SYSYTEM before work commences. The CITY OF BAKER SCHOOL SYSYTEM reserves the right to require complete certified copies of all required policies, at any time.

### **1.29 Subcontractor Insurance**

The contractor shall include all subcontractors as insurers under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### **1.30 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this agreement.

Contractors shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the CITY OF BAKER SCHOOL SYSYTEM from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by contractors, their agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the contractors shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the CITY OF BAKER SCHOOL SYSYTEM.

Contractors will indemnify, defend and hold the CITY OF BAKER SCHOOL SYSYTEM harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the CITY OF BAKER SCHOOL SYSYTEM in any action for infringement of a United States Letter Patent with respect to the products, materials, or services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the CITY OF BAKER SCHOOL SYSYTEM shall give the contractors: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at contractors' sole expense, and (iii) assistance in the defense of any such action at the expense of contractors. Where a dispute or claim arises relative to a real or anticipated infringement, the CITY OF BAKER SCHOOL SYSYTEM may require any contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The contractors shall not be obligated to indemnify that portion of a claim or dispute based upon: i) CITY OF BAKER SCHOOL SYSYTEM unauthorized modification or alteration of a product, material, or service; ii) CITY OF BAKER SCHOOL SYSYTEM use of the product, material, or service in combination with other products, materials, or services not furnished by a contractor; iii) CITY OF BAKER SCHOOL SYSYTEM use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if a contractor believes that it may be enjoined, that contractor shall have the right, at its own expense and sole discretion as the CITY OF BAKER SCHOOL SYSYTEM exclusive remedy to take action in the following order of precedence: (i) to procure for the CITY OF BAKER SCHOOL SYSYTEM the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the CITY OF BAKER SCHOOL SYSYTEM up to the dollar amount of the contract. For all other claims against the contractor where liability is not otherwise set forth in the agreement as being “without limitation”, and regardless of the basis on which the claim is made, contractor’s liability for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges for products, materials, or services rendered by the contractor under the contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The CITY OF BAKER SCHOOL SYSYTEM may, in addition to other remedies available to them at law or equity and upon notice to the contractor, retain such monies from amounts due the contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.31 Payment for Services**

This should be included in the proposer’s financial section of the proposal.

### **1.32 Termination of This Agreement**

Any contract resulting from this RFP may be terminated for cause or for convenience.

For cause. CITY OF BAKER SCHOOL SYSYTEM may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the CITY OF BAKER SCHOOL SYSYTEM shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then CITY OF BAKER SCHOOL SYSYTEM may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CITY OF BAKER SCHOOL SYSYTEM to comply with the terms and conditions of the contract, provided that the Contractor shall give CITY OF BAKER SCHOOL SYSYTEM written notice specifying the CITY OF BAKER SCHOOL SYSYTEM failure and a reasonable opportunity for CITY OF BAKER SCHOOL SYSYTEM to cure the defect.

For convenience. CITY OF BAKER SCHOOL SYSYTEM may terminate this Contract at any time and for any reason or no reason whatsoever in its own discretion by giving thirty (30) days written

notice to contractor of such termination.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **1.33 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the CITY OF BAKER SCHOOL SYSTEM to increase or decrease the amount, at the unit prices stated in the proposals selected to purchase some devices over time during any agreed term that prices will be valid.

### **1.34 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the contractor's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the contractor's proposal. Anything in the final contract that will NOT agree with this RFP should be clearly noted in the proposer's response.

### **1.35 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of CITY OF BAKER SCHOOL SYSTEM Purchasing Department.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.35 Non-Appropriation**

Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Provider and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for Products and Services completed to the date of notification shall be made to Provider except that no payment shall be made or due to Provider under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

### **1.36 Contractor/Vendor Insurance Requirements**

#### GENERAL

- Insurance carrier to have Best rating of "A" or above or be a qualified self-insured with "A" rated reinsurance; preference will be given to admitted (LIGA) insurers.
- Certificate of Insurance must be provided and it must be issued by Agent or Insurer
- City of Baker School System must be listed as Certificate Holder
- Operations to be performed by contract to be shown on Certificate
- 30-day notice required for cancellation (other than non-payment), non-renewal, material change
- 10-day notice required for cancellation due to non-payment
- Contractor must provide required insurance documents within 5 business working days of notice

## LIABILITY

- Commercial General Liability on Occurrence Form
- Include Contractual Liability to cover any hold harmless/indemnification agreement in favor of City of Baker School System
- Include City of Baker School System as Additional Insured
- Include a Waiver of Subrogation in favor of City of Baker School System
- Include Primary and Non-contributory wording in favor of City of Baker School System
- Limits:
  - \$2,000,000 General Aggregate if aggregate applies per policy or
  - \$2,000,000 General Aggregate if aggregate applies per project:
  - \$1,000,000 CSL Each Occurrence
  - \$1,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
  - \$100,000 Fire Damage Legal (subject to review based on specific job and/or location)

## AUTOMOBILE

- \$1,000,000 CSL for any Owned, Non-owned or Hired Automobiles
- Additional Insured and Waiver of Subrogation in favor of City of Baker School System

## WORKERS COMPENSATION

- \$1,000,000/1,000,000/1,000,000 Employers Liability
- Waiver of Subrogation in favor of City of Baker School System

## OTHER

- Specific endorsements or coverage or removal of exclusion(s) as deemed necessary

Revised Feb. 2012 – AMP  
Reviewed May 2016 – AMP/ C. Leblanc

### **1.37 CITY OF BAKER SCHOOL SYSYTEM Federal Contract Clauses**

**Federal Acknowledgements (by submitting a proposal you agree to any of the following which may apply to the contract at issue):**

CITY OF BAKER SCHOOL SYSYTEM intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Administration (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal law, regulations, executive orders, FEMA policies, procedures, directives, and federal contract clauses, including but not limited to, the following:

#### **1. Nondiscrimination & Equal Opportunity (41 CFR Part 60-1.4(b))**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in



obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

CITY OF BAKER SCHOOL SYSYSTEM encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) 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.

## **3. Veteran and Hudson Initiative Programs**

The CITY OF BAKER SCHOOL SYSYSTEM encourages participation from veteran-owned business enterprises.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran- Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

**4. Civil Rights Compliance**

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**5. Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**6. Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the City of Baker School System and understands and agrees that the City of Baker School System will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**7. Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**8. Clean Water Act & Federal Water Pollution Control Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 *et seq.*

The contractor agrees to report each violation to the City of Baker School System and understands and agrees that the City of Baker School System will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**9. Record Retention, Record Ownership, & Access to Records**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment. All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the CITY OF BAKER SCHOOL SYSYTEM and shall, upon request, be returned by Contractor to CITY OF BAKER SCHOOL SYSYTEM, at Contractor's expense, at termination or expiration of this contract.

Contractor agrees to allow the Federal government, GOSHEP or CITY OF BAKER SCHOOL SYSYTEM access to a

contractor's records.

## **10. Suspension and Debarment**

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 governmentwide 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.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract.

This certification is a material representation of fact relied upon by CITY OF BAKER SCHOOL SYSYTEM and FEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY OF BAKER SCHOOL SYSYTEM and FEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **11. Contract Work Hours and Safety Standards Act (29 CFR 5.5(b))**

This contract is subject to the Contract Work Hours and Safety Act. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The CITY OF BAKER SCHOOL SYSYTEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **12. Termination for Cause & Termination for Convenience**

Any contract resulting from this RFP may be terminated for cause or for convenience.

For cause. CITY OF BAKER SCHOOL SYSYTEM may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the CITY OF BAKER SCHOOL SYSYTEM shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then CITY OF BAKER SCHOOL SYSYTEM may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CITY OF BAKER SCHOOL SYSYTEM to comply with the terms and conditions of the contract, provided that the Contractor shall give CITY OF BAKER SCHOOL SYSYTEM written notice specifying the CITY OF BAKER SCHOOL SYSYTEM failure and a reasonable opportunity for CITY OF BAKER SCHOOL SYSYTEM to cure the defect.

For convenience. CITY OF BAKER SCHOOL SYSYTEM may terminate this Contract at any time and for any reason or no reason whatsoever in its own discretion by giving thirty (30) days written notice to contractor of such termination.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **13. Required Review and Waiver of Objections by Respondents**

Respondents should carefully review these documents and all attachments for defects, objections, or any other matter requiring clarification or correction. Comments concerning document objections must be made in writing no later than 5 days prior to the Bid deadline. This will allow issuance of any necessary amendments.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the CITY OF BAKER SCHOOL SYSYTEM Office prior to the deadline above.

\*Submittal of a Bid shall constitute acceptance of the terms, conditions, criteria, requirements, and resulting contract, and it operates as a waiver of any objection.

## **14. Response Withdrawal**

Respondents may withdraw a submitted Bid at any time up to the deadline for submittal. To withdraw a Response, the Respondent must submit a written request, signed by an authorized representative, to the point of contact before the deadline for submitting Bids. After withdrawing a previously submitted Response, the Respondent, may submit another Response at any time up to the deadline for submitting the Bid.

## **15. Response - Amendments and Errors**

The CITY OF BAKER SCHOOL SYSYTEM shall not accept any amendments, revisions, or alterations to Bids after the

deadline for submittal.

Respondents are liable for all errors or omissions contained in their Proposals. Respondents shall not be allowed to alter Proposals documents after the deadline for submittal.

#### **16. Property of Response**

All Statements of Qualifications and other materials submitted in response to this RFP procurement process become the property of the CITY OF BAKER SCHOOL SYSTEEM. Selection or rejection of a response does not affect this right. All submittal information shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon the completion of the review and evaluation of all proposals submitted in response to the RFP, all proposals shall become public documents of the CITY OF BAKER SCHOOL SYSTEEM and open for review by the public. By submitting a Response, the Submitter acknowledges and accepts that the full contents of the Response shall become a public record open to public inspection.

#### **17. Insurance Requirements**

See Contractor/Vendor Insurance Requirements in this document.

#### **18. Addenda**

Prior to the deadline for proposals, the CITY OF BAKER SCHOOL SYSTEEM reserves the right to issue addenda to the RFP Procedures and Scope of Services. Respondents are responsible for ensuring receipt of all addenda and incorporating any changes into their proposal. Respondents shall acknowledge receipt of all addenda by listing those received in their cover letter. The owner reserves the right to reject a proposal for failure to acknowledge receipt of any addenda. Addenda will be posted at [www.beaconbid.com/solicitations/ascension-parish-schools](http://www.beaconbid.com/solicitations/ascension-parish-schools).

#### **19. Remedies**

Contracts for more than the simplified acquisition threshold 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. See 2 C.F.R. Part 200, Appendix II, ¶ A.

#### **20. Byrd Anti-Lobbying**

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

#### **21. Bonding Requirements**

The following minimum requirements would apply to this contract pursuant to 2 C.F.R. §200.325:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **22. No Obligation by Federal Government**

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**23. Procurement of Recovered Material**

Pursuant to 2 C.F.R. Part 200, Appendix II, ¶ J and 2 C.F.R. §200.322, the applicant must include a clause similar to the following:

- “(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (iv) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (v) Meeting contract performance requirements; or
  - (vi) At a reasonable price.
- (b) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

**BYRD ANTI-LOBBYING CERTIFICATION:** Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

Appendix A, 44 CFR Part 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

**PART 2. EVALUATION**

## 2.1 Evaluation Criteria /Scoring Weights

Criteria listed below (with the scoring weight assigned to each) will be used to evaluate proposals. These criteria will be applied and interpreted solely at the discretion of City of Baker School System (CITY OF BAKER SCHOOL SYSTEM). Proposals should include all information necessary to demonstrate the ability to satisfy these criteria.

CITY OF BAKER SCHOOL SYSTEM may request additional information required for the evaluation. Each section of the proposal may be evaluated separately.

### RFP Selection Board Score Card

#### SCORECARD FACTORS

	<b>Weight/Pts</b>
<b>1. Firm/Qualifications and Experience</b>	<b>0-20 pts</b>
<ul style="list-style-type: none"><li>• Firm shall be evaluated based on project specific experience and resources.</li><li>• Reputation of the applicant firm for personal and professional integrity and competence.</li><li>• Primary focus should be on Prime Consultants Experience</li></ul>	
<b>2. Cost Effectiveness</b>	<b>0-20 pts</b>
<ul style="list-style-type: none"><li>• Specific Personnel Experience with Similar Projects must be considered</li></ul>	
<b>3. Key Personnel Qualifications and Experience</b>	<b>0-10 pts</b>
<ul style="list-style-type: none"><li>• Specific Personnel Experience with Similar Projects must be considered</li><li>• While Firm Principals are listed, they traditionally have little involvement, Emphasis should be placed on the Project Managers and Project Engineers/Architect</li></ul>	
<b>4. Local Project Experience</b>	<b>0-10 pts</b>
<ul style="list-style-type: none"><li>• Consideration must be given to Firms that can show experience with the User Agencies (City, State, Federal) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.</li></ul>	
<b>5. Proposal/Understanding</b>	<b>0-5 pts</b>
<ul style="list-style-type: none"><li>• Firm/Team's response should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications.</li><li>• Responsiveness and ability to follow instructions</li></ul>	
<b>6. Compatibility (firm size related to project magnitude)</b>	<b>0-5 pts</b>
<ul style="list-style-type: none"><li>• Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm's current workload.</li><li>• Does the firm's experience indicate examples of projects with similar scope of work?</li></ul>	
<b>7. Current Workload</b>	<b>0-10 pts</b>
<ul style="list-style-type: none"><li>• Number and size of projects currently under contract must be considered in relation to available Staff.</li><li>• A firm with capacity to take on more work should score higher in this category than a firm who appears to be spread out on current projects</li></ul>	
<b>8. Firm Office Location Where Work Is To Be Performed</b>	<b>0-5 pts</b>
<ul style="list-style-type: none"><li>• Qualified firms that maintain an office in Ascension Parish and staffed with an adequate number of qualified employees to do the required work, shall be given</li></ul>	

consideration.

- In state firms shall be given priority over out of state firms.
- Firms should have available staff dedicated to the CITY OF BAKER SCHOOL SYSYTEM within 150-mile range of Ascension Parish.

**9. Past Performance on CITY OF BAKER SCHOOL SYSYTEM projects**

**0-10 pts**

- The CITY OF BAKER SCHOOL SYSYTEM Staff should generally discuss the firm/team based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the owner's representative, cooperation with permit authorities and others, ability to meet deadlines and budgets, and quality of work.
- A higher score would indicate success on past CITY OF BAKER SCHOOL SYSYTEM projects. A lower score would indicate no past work relationship or questionable past performance with CITY OF BAKER SCHOOL SYSYTEM.

**10. Special Conditions/Requirements Specified in RFP**

**0-5 pts**

- These special requirements and project considerations must be clearly spelled out in the RFP.
- In this category, consideration (points) may be given to firms who have not been selected by CITY OF BAKER SCHOOL SYSYTEM in over 3 years.

**11. Oral Presentation**

- When specified, Oral Presentations shall provide RFP Selection Board Members with the opportunity to clarify questions and obtain a greater understanding of each short listed firms RFP submittal.
- After the Oral Presentation, each RFP Selection Board member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.

(\*Total must equal to 100%\*)

**PART 3: SPECIFICATION AND EXAMPLES**

**3.1 Specifications and Examples**

See CITY OF BAKER SCHOOL SYSYTEM website at [www.ascensionschools.org/about/departments/construction- department/aeselection2024](http://www.ascensionschools.org/about/departments/construction-department/aeselection2024).

Included in this document:

Attachment I - Cost Proposal Program/Project Management

Attachment II - Cost Proposal Disaster Recovery

Separate Documents:

Attachment III - Standard Form CITY OF BAKER SCHOOL SYSYTEM\_PM\_July\_2024

(Program/Project Management) Attachment IV - Standard Form CITY OF BAKER SCHOOL SYSYTEM\_DR\_July\_2024 (Disaster Recovery/Grants Management)



**ATTACHMENT I - COST PROPOSAL PROGRAM/PROJECT MANAGEMENT**

(\***NOTE** – Cost Proposal should be submitted under separate cover and not with Technical Proposal)

<b>Position Description</b>	<b>Hourly Rate <sup>1</sup></b>
Program/Project Director	
Senior Project Manager	
Project Manager	
Assistant Project Manager	
Project Controls Specialist	
Document Controls Specialist	
Administrative Assistant	
Closeout Specialist	
Accounting/Audit Support Specialist	
Subject Matter Expert	
Cost Estimator	
Scheduler	
Principal	
Secretary/Data Entry	
Construction Manager	
<b>SUM OF HOURLY RATES</b>	

<sup>1</sup> Hourly rates listed in response to the above may be decreased through negotiation in any contract entered as a result of this RFP, including the original contract and renewals, but cannot be increased.

**ATTACHMENT II - COST PROPOSAL DISASTER RECOVERY**

(\***NOTE** – Cost Proposal should be submitted under separate cover and not with Technical Proposal)

<b>Position Description</b>	<b>Hourly Rate <sup>1</sup></b>
Program Director	
Policy Expert	
Senior Project Manager	
Project Manager	
Assistant Project Manager	
Project Controls Specialist	
Document Controls Specialist	
Administrative Assistant	
PA Policy Specialist	
Reimbursement Specialist	
Closeout Specialist	
Data Manager	
Accounting/Audit Support Specialist	
Insurance Specialist	
Damage Assessment Team Lead	
Subject matter Expert	
Civil Engineer	
Structural Engineer	
Mechanical Engineer	
Environmental Engineer	
Construction Manager	
Cost Estimator	
Scheduler	
Principal	
<b>SUM OF HOURLY RATES</b>	

**<sup>1</sup> Hourly rates listed in response to the above may be decreased through negotiation in any contract entered as a result of this RFP, including the original contract and renewals, but cannot be increased.**

<h1 style="margin: 0;">STANDARD FORM - CoBSS PM</h1> <p style="margin: 0;">July 1, 2024</p> <h2 style="margin: 0;">Program/Project Management Services Portion</h2> <p style="margin: 0;">Statement of Qualifications</p>	
1. Project title <b>Indefinite Deliveries Contract for Program/Project Management Portion</b>	2. Project number <b>RFP-5172</b>
3a. Firm (as registered with the Louisiana Secretary of State) and mailing address of the office to perform work	3b. Name, title, telephone number, and e-mail address of the official with <b>signing authority</b> for this contract
	3c. Name, Title, telephone number, e-mail address and registration number of full-time LA licensed engineer in responsible charge of the project (not required for non-engineering projects)
3d. I certify that the following information is accurate and complete to the best of my knowledge (must be same person as 3b):  Signature: _____ Date: _____	
4. Full-time personnel on firm's payroll who are located at the primary work location identified in 3a above:	
a. Architects, with current LA Architect's registration	_____
b. Engineers, with current LA Professional Licenses	_____
c. Program/Project Directors	_____
d. Project Managers	_____
e. Project and Document Control Specialists	_____
f. Accounting/Audit Specialists	_____
g. Cost Estimator	_____
h. Scheduler	_____
i. Principal	_____
j. Administrative/Data Entry	_____
k. Other personnel not included in above categories	_____
Total personnel at primary work location (sum of a – k)	

5. Full-time personnel on firm's payroll, not located at the primary work locations, to be used on this project:
- a. Architects \_\_\_\_\_
  - b. Engineers \_\_\_\_\_
  - c. Engineers in Training \_\_\_\_\_
  - d. Program/Project Managers \_\_\_\_\_
  - e. Document.Accounting/Audit Specialists \_\_\_\_\_
  - f. Schedulers \_\_\_\_\_
  - g. Principals \_\_\_\_\_
  - h. Other personnel not included in above categories \_\_\_\_\_

6. Do you presently have sufficient staff to perform these services? (Yes/No)

7. Do you intend to use a sub-consultant(s)? \_\_\_\_\_ yes \_\_\_\_\_ no  
 (For use by the Prime Consultant only)

Name and address	Identify the element of work (as defined in the advertisement), and the % of the element to be performed by the sub-consultant Also, identify the % of work for the overall project to be performed by the sub-consultant.	Worked with prime before? (Yes/No)
1.		
2.		

3.		
4.		
5.		

8. Staffing Plan – A Diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Sub-consultants (if applicable).

9. Brief résumé of key persons anticipated to work on this project.

a. Name, title & domicile

b. Position or Assignment for this project

c. Name of firm by which employed full time

d. Years experience:

With this firm: \_\_\_\_\_ With other firms: \_\_\_\_\_

e. Education: Degree(s) / Years / Specialization

f. Active registration: Year registered: \_\_\_\_\_

Branch: \_\_\_\_\_ State: \_\_\_\_\_

License No.: \_\_\_\_\_

g. Specific experience and qualifications relevant to the proposed project:



10. Work by firm which best illustrates project experience relevant to the proposed services described in the RFP-5132 Narrative (List not more than 10 Projects)

a. Project name & location	b. Project description	c. Nature of firm's responsibility & firm members involved	d. Client's name, address, and telephone number	e. Completion date or Percent Complete & cost in thousands

11. All work by firm (all offices) currently being performed for or selected by City of Baker School System (as Prime or Sub-consultant)

a. Project name, and location*	b. Nature of your firm's responsibility (also identify if prime or sub-consultant)	c. Percent complete (by phase/type of work)	d. Contract fees (in thousands)** (by phase/type of work)	
			Total	Remaining
* For master contracts, list open task orders individually ** Do not include sub-consultant's fees			Total	

12. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded.

# STANDARD FORM - CoBSS DR

July 1, 2024

## Disaster Recovery/Grants Management Services Portion

Statement of Qualifications

<p>1. Project title <b>Indefinite Deliveries Contract for Disaster Recovery/Grants Management Professional Services Portion</b></p>	<p>2. Project number <b>RFP-5172</b></p>
<p>3a. Firm (as registered with the Louisiana Secretary of State) and mailing address of the office to perform work</p>	<p>3b. Name, title, telephone number, and e-mail address of the official with <b>signing authority</b> for this contract</p>
	<p>3c. Name, Title, telephone number, e-mail address and registration number of full-time LA licensed engineer in responsible charge of the project (not required for non-engineering projects)</p>
<p>3d. I certify that the following information is accurate and complete to the best of my knowledge (must be same person as 3b):</p> <p style="text-align: center;">Signature: _____ Date: _____</p>	
<p>4. Full-time personnel on firm's payroll who are located at the primary work location identified in 3a above:</p> <ul style="list-style-type: none"> <li>a. Architects, with current LA Architect's registration _____</li> <li>b. Engineers, with current LA Professional Licenses _____</li> <li>c. Principals _____</li> <li>d. Project Managers _____</li> <li>e. Project and Document Control Specialists _____</li> <li>f. Accounting/Audit Specialists _____</li> <li>g. Insurance Specialists _____</li> <li>h. Damage Assessment Lead _____</li> <li>i. Subject Matter Experts _____</li> <li>j. Construction Managers _____</li> <li>k. Cost Estimators _____</li> <li>l. Schedulers _____</li> <li>m. Administrative/Data Entry _____</li> <li>n. Other personnel not included in above categories _____</li> </ul> <p>Total personnel at primary work location (sum of a – n)</p>	

5. Full-time personnel on firm's payroll, not located at the primary work locations, to be used on this project:
- a. Architects \_\_\_\_\_
  - b. Engineers & EITs \_\_\_\_\_
  - c. Principals \_\_\_\_\_
  - d. Program/Project Managers \_\_\_\_\_
  - e. Document Accounting/Audit Specialists \_\_\_\_\_
  - f. Schedulers/Estimators/Controls Managers/Specialists \_\_\_\_\_
  - g. Damage Assessors \_\_\_\_\_
  - h. Construction Managers \_\_\_\_\_
  - Other personnel not included in above categories \_\_\_\_\_

6. Do you presently have sufficient staff to perform these services? (Yes/No)

7. Do you intend to use a sub-consultant(s)? \_\_\_\_\_ yes \_\_\_\_\_ no  
 (For use by the Prime Consultant only)

Name and address	Identify the element of work (as defined in the advertisement), and the % of the element to be performed by the sub-consultant Also, identify the % of work for the overall project to be performed by the sub-consultant.	Worked with prime before? (Yes/No)
1.		
2.		

3.		
4.		
5.		

8. Staffing Plan – A Diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Sub-consultants (if applicable).

9. Brief résumé of key persons anticipated to work on this project.

a. Name, title & domicile

b. Position or Assignment for this project

c. Name of firm by which employed full time

d. Years experience:

With this firm: \_\_\_\_\_ With other firms: \_\_\_\_\_

e. Education: Degree(s) / Years / Specialization

f. Active registration: Year registered: \_\_\_\_\_

Branch: \_\_\_\_\_ State: \_\_\_\_\_

License No.: \_\_\_\_\_

g. Specific experience and qualifications relevant to the proposed project:



10. Work by firm which best illustrates project experience relevant to the proposed services described in the RFP-5132 Narrative (List not more than 10 Projects)

a. Project name & location	b. Project description	c. Nature of firm's responsibility & firm members involved	d. Client's name, address, and telephone number	e. Completion date or Percent Complete & cost in thousands

11. All work by firm (all offices) currently being performed for or selected by City of Baker School System (as Prime or Sub-consultant)

a. Project name, and location*	b. Nature of your firm's responsibility (also identify if prime or sub-consultant)	c. Percent complete (by phase/type of work)	d. Contract fees (in thousands)** (by phase/type of work)	
			Total	Remaining
* For master contracts, list open task orders individually ** Do not include sub-consultant's fees			Total	

12. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded.

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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

### City of Baker School System

#### **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).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission



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

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

## 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 The City of Baker School System (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 August (Date) at 30 (Location) at 14750 Plank Road, Baker, LA 70714 10:00 (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 5 (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 district:

- Proposals are to be submitted to:  
Name of Agency: Alisa Sibley  
Mailing Address: 14750 Plank Road  
Physical Address: 14750 Plank Road  
City: Baker  
State/Zip: LA, 70714

Proposals will not be accepted after 9/2/24 (Date) at 5:00 (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.**

The SFA shall follow the listed instructions for accessing and submitting the proposal through the uniform and secure electronic Interactive system: [Click or tap here to enter text.](#)

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 Sibley  
Telephone Number: 225-774-5795

#### 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 Sibley 14075 Plank Rd. Baker, LA 70714**. 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 30<sup>th</sup> (SFA's only). Keep in mind that the effective date may not occur prior to the date on which the contract is signed and approved by the state agency. This contract shall be for a period of up to one year, beginning on \_\_\_\_\_, and ending on \_\_\_\_\_, with up to four 1-year renewals with mutual agreement between the SFA/Sponsor and the FSMC (7 CFR Part 210.16(d)).
- B. The FSMC shall operate in conformance with the SFA/Sponsor agreement with the Louisiana State Department of Education, Division of Nutrition Support.

The SFA/Sponsor must check only the program(s) 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.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP)   | <input type="checkbox"/> Extra Sales                       |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP)         | <input type="checkbox"/> Adult Meals                       |
| <input checked="" type="checkbox"/> After School Snack Program (ASSP-NSLP) | <input type="checkbox"/> Catering                          |
| <input checked="" type="checkbox"/> Summer Food Service Program            | <input type="checkbox"/> USDA-Donated Foods                |
| <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program      | <input type="checkbox"/> Vending/Concessions               |
| <input type="checkbox"/> Child and Adult Care Food Program (CACFP)         | <input checked="" type="checkbox"/> Farm to School Program |
| <input type="checkbox"/> Contract Meals                                    |  |

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

A material change is defined as:

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

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

- F. All prospective FSMC's must completely inspect the facilities and equipment prior to the proposal due date and prior to submitting a proposal. Failure to do so will not relieve the successful offeror from the necessity of furnishing and installing any material and equipment, performing any labor, or making structural changes without additional cost to the SFA/Sponsor, that may be required to carry out the intent of the resulting contract.
- G. All income accruing as a result of payments by children and adults, federal reimbursements, and all other income from sources such as donations, special functions, catering, extra sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in the SFA's/Sponsor's food service account. Any profit or guaranteed return shall remain in the SFA's/Sponsor's food service account. The SFA/Sponsor and the FSMC agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract which are both prohibited, as required under United States Department of Agriculture (USDA) Regulations 7 CFR Part 210.16(c).
- H. The SFA/Sponsor shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the state agency and USDA regarding each of the Child Nutrition Programs covered by this contract 7 CFR Part 210.16(a)(2).
- I. The SFA/Sponsor shall retain control of the CNP food service account and overall financial responsibility for the CNP contract 7 CFR Part 210.16(a)(4).
- J. SFAs/Sponsors shall retain control and establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and extra sales (including vending, adult meals, contract meals, and catering prices). Exception: non-pricing programs need not establish a selling price for reimbursable meals/milk 7 CFR Part 210.16(a)(4).
- K. (SFA's only) If the FSMC is responsible for providing the SFA with non-program foods, the FSMC will provide written documentation of food costs and revenues to the SFA on a monthly basis. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: adult meals, a la carte, catering, vending, and student stores operated, or any other sales generated through the non-profit school food service account not already described. This information is required to determine compliance with revenue from non-program foods 7 CFR Part 210.14(f) and Memo SP 20-2016.
- L. (SFAs only)The FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by the SFA. The SFA will be charged the meal equivalent rate. USDA commodities shall not be used for these special functions unless a School Food Authority's students will be the primary beneficiaries 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-responsible bidder.

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. Performance Bonds must be provided to the State Agency with the Step 2 documentation.

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 5<sup>th</sup> 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:
- Current Year Value of USDA Entitlement Donated Foods: \$
- Current Year Value of USDA Bonus Donated Foods:
- Total Lunch Equivalent Rate: \$**

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 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: \$

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

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

The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers as of 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)
<b>LABOR:</b>		
Payroll, managers and/or supervisors		
Payroll, full and part-time workers		
Payroll, Monitors		
Payroll, Cooks, Prep Staff, Servers, POS - NSLP, SBP		
Payroll, Staff to deliver meals/snacks to classroom as determined by SFA (NA if not applicable)		
Payroll, Staff, POS for NSLP Afterschool Snack (NA if not applicable)		
Payroll, Staff, POS for CACFP At-Risk Dinner/Snack (NA if not applicable)		
Life Insurance		
Medical/Dental Insurance		
Retirement Plans		
Social Security		
Vacation		
Sick Leave		
Holiday Pay		
Uniforms		
Tuition Reimbursement		
Labor Relations		
Unemployment Compensation		
Workers Compensation		
Processing and Payment of Payroll		
<b>FOOD:</b>		
<b>OTHER EXPENSES:</b>		
Accounting		
Bank Charges		
Data Processing		
Recordkeeping		
Processing and Payment of invoices		
Equipment – Major		
Original Purchase		
Routine Maintenance		
Major Repairs		
Replacement		
Equipment – Expendable (Trays, tableware, glassware,		

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

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

### iii. Signature Authority

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

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

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

### v. USDA-Donated Foods (SFA’s only)

- A. The SFA has the responsibility for the efficient and effective administration of the Federal Award through the application of sound management practices (2 CFR 200.400). The SFA also assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. Utilizing USDA-Donated foods is a sound management practice because it can significantly lower food cost rather than purchasing similar commercial products. The purchase of commercial products when USDA-Donated Foods are available would render the commercial purchase of these items as unreasonable and unnecessary and contributes to a higher cost for student meals.
- B. The SFA must determine the existence of the proper pass-through value of the donated commodities, i.e., credits or reductions on the invoice in the month of utilization. The values are to be based on the

values at the point the SFA receives the commodities from the Louisiana Department of Agriculture and Forestry and on USDA commodity prices pertinent to the time period and shall include both the basic commodities allocation as well as any bonus commodities 7 CFR Part 250.51.

- C. The FSMC must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 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. The procurement of processed end products on behalf of the recipient agency, as applicable, will assure compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of the distributing or recipient agency processing agreements and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value 7 CFR 250.50(d).
- L. The FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA as required in subpart C of 7 CFR Part 250. All refunds received from processors must be retained by the nonprofit school food service account. The FSMC shall pay all related processing fees and costs. (7 CFR 250.50(d)).
- M. Any activities related to donated foods that the FSMC will be responsible for will be in accordance with 7 CFR Part 250.50(d). Such activities will be performed in compliance with the applicable requirements in 7 CFR Part 250.



- N. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.
- O. The FSMC shall accept and use USDA-donated foods in as large of quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA should consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
- P. The FSMC will comply with the storage and inventory requirements for donated foods in accordance with the contingencies in §250.52. The FSMC shall account for all USDA-donated foods separately from purchased foods. The FSMC is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by the FSMC to maintain the required records under this contract shall be considered prima facie evidence of improper distribution or loss of USDA- donated foods.
- Q. The FSMC shall have records available to substantiate that the full value of all USDA-donated foods is used solely for the benefit of the SFA.
- R. The FSMC will maintain all necessary records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b).
- S. The distributing agency, sub-distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- T. Extensions or renewals of the contract, if applicable are contingent upon the fulfillment of all contract provisions relating to donated foods.

## vi. Health Certifications

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

## vii. Meals

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA/Sponsor.
- B. Meals must meet meal pattern requirements and nutrition standards as specified in the attachments for the programs included in this proposal.
- C. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this Contract, the FSMC shall assume the responsibility for the amount denied.
- D. The SFA/Sponsor shall retain control of the quality, extent, and general nature of the food service (7 CFR Part 210.16(a) (4)).

- E. The Request for Proposal contains a 21-day cycle menu developed in accordance with the provisions of 7 CFR Part 210.10, to be used as a standard for the purpose of basing proposals or estimating average cost per meal. A school food authority with no capability to prepare a cycle menu may, with state agency approval, require that each food service management company include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR Part 210.10, with its proposal. The food service management company must adhere to the cycle menu for the first 21 days of meal service. Changes thereafter may be made with the approval of the school food authority (7 CFR Part 210.16(b)(1)). The FSMC shall adhere to the 21-day cycle menus and portion sizes specified by the SFA/Sponsor in Attachments N1-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 signed after February 16, 1988, may not exceed 4 additional years. Either party may cancel for cause with 60-day notification (7 CFR Part 210.16(d), Appendix II of 2 CFR Part 200 (B)).

### Non-Performance/Breach of Contract

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

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

\$ Combined Single Limit

C. Automobile Liability: \$ Combined Single Limit

D. Workers’ Compensation – Statutory; Employer’s Liability - \$ Combined Single Limit

E. Excess Umbrella Liability: \$ 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:** .
- 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

(Attachments Q1-Q2) and include it in the RFP unless the SFA authorizes FSMCs to provide a menu with the proposal. The SFA/Sponsor shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA/Sponsor shall inform the state agency of menu changes for the SFSP.

D. Bonding Requirements for the SFSP Program:

**Bid Bond**-If FSMCs submit a proposal over \$250,000, they must submit a bid bond in an amount of (not less than 5 percent and no more than 10 percent of the value of the contract for which the 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 for the SFSP (Attachments S1-S2) and included in the RFP unless the SFA authorizes the FSMC to include a menu in the proposal. The SFA/Sponsor shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.

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

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

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

**Federal Reimbursement**

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



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

**TOTAL FEDERAL REIMBURSEMENT** \$

**TOTAL IN-SCHOOL REVENUE** = \$

**TOTAL FEDERAL REIMBURSEMENT** = \$

**TOTAL STATE REIMBURSEMENT** = \$

**TOTAL REVENUE** = \$

# Proposal Summary and Agreement Page

## SFA Name

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

The offeror 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)			
Reimbursable Breakfasts (price is 67% of the price of SFS lunch)			
Reimbursable After-School Snack (price is 33% of the price of SFS lunch)			
Reimbursable Summer Lunches/Suppers (equal to SFS lunch)			
Reimbursable Summer Breakfasts (price is 67% of the price of SFS lunch)			
Reimbursable Summer Snack (price is 33% of the price of SFS lunch)			
Reimbursable CACFP Snack (price is 33% of the price of SFS lunch)			
Reimbursable CACFP Supper (equal to SFS reimbursable lunch)			
Estimated Extra Sale Revenue/Total Lunch Equivalent Rate (does not include sale of adult meals)			
<b>TOTAL ESTIMATED AMOUNT OF PROPOSAL</b>			

<sup>1</sup> To be completed by SFA/Sponsor

<sup>2</sup> All rates to be completed by FSMC

<sup>3</sup> 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 FSMC<sup>2</sup> Click or tap here to enter text.

Street Address<sup>2</sup> Click or tap here to enter text.

City<sup>2</sup> Click or tap here to enter text. State<sup>2</sup>

Zip Code<sup>2</sup>

**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.**

\_\_\_\_\_  
Date<sup>2</sup>

\_\_\_\_\_  
Signature of FSMC's Authorized Representative<sup>2</sup>

\_\_\_\_\_  
Title<sup>2</sup>

**ACCEPTANCE OF THE CONTRACT:**

Name of School Food Authority/Sponsor<sup>1</sup>

\_\_\_\_\_  
Date<sup>1</sup>

\_\_\_\_\_  
Signature of Authorized SFA/Sponsor Representative<sup>1</sup>

\_\_\_\_\_  
Title

**ATTACHMENT A: LABOR SHEET – SFA/SPONSOR**  
 (To be completed by the SFA/Sponsor for SFA/Sponsor)

**NA (Check if not applicable-no employees are paid with CNP funds)**

Pay rates for the year -

SITE OR SCHOOL	EMPLOYEE	JOB TITLE	HOURLY RATE (\$)	DAILY HOURS	NUMBER OF DAYS PAID	TOTAL ANNUAL WAGE (\$)



### 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 \$
<b>TOTAL COSTS</b>	\$	\$	\$	\$	\$	\$	\$	\$

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 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 <small>Average Daily number of meals by category</small>			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE LUNCHESES (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE)*
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF LUNCHESES	RATE	
									\$
									\$
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									\$
<b>TOTAL</b>									\$

\*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 <small>Average Daily number of meals by category</small>			SELLING PRICE \$		CONTRACT MEALS		ALL CASH SALES EXCEPT REIMBURSABLE BREAKFASTS (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE) <sup>1</sup>
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF BREAK-FASTS	RATE	
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									\$
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									\$
									\$
TOTAL									\$

<sup>1</sup> 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 (I.E., MILK, ADULT, EXTRA SALES, CATERING), VENDING/ CONCESSIONS (IF APPLICABLE) <sup>2</sup>
		FULL PRICE	FREE	REDUCED PRICE	STUDENT	ADULT	# OF SNACKS	RATE	
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									\$

<sup>2</sup> Do not include Special Functions



**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
<b>TOTALS</b>		

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

(To be completed by the SFA/Sponsor)

SITE OR SCHOOL	ADDRESS	GRADE LEVELS <sup>3</sup>	ON-SITE PREP, SATELLITE, PRE-PLATED <sup>4</sup>	NO OF SERVING PERIODS (LUNCH)	BEGINNING AND ENDING TIMES OF MEAL SERVICE			NO. OF SERVING DAYS
					BREAKFAST	LUNCH	SNACK	

<sup>3</sup> List grade groups that have access to meal service.  
<sup>4</sup> 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	CACFP	VEND ING	CONCE SSIONS	CATER
	MEAL <sup>5</sup>	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS	MEAL <sup>6</sup>	OFFER VERSUS SERVE	EXTRA SALES	CON- TRACT MEALS	ADULT MEALS			At- Risk Supper	At- Risk Snack			

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

<sup>6</sup>

## ATTACHMENT L: BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

**SFA Name**

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. “Domestic” is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all component items 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.

<b>VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)</b>	
<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 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.
Click or tap here to enter text.	<p>This product includes <input type="text"/> % U.S. Content. The product is grown in <input type="text"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="text"/> / <input type="text"/> Price of Price of Non-Domestic Product Per Unit</p>
Click or tap here to enter text.	<p>This product includes <input type="text"/> % U.S. Content. The product is grown in <input type="text"/>.</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ <input type="text"/> <input type="text"/> Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ <input type="text"/> <input type="text"/> Price of Price of Non-Domestic Product Per Unit</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Click or tap here to enter text.	<p>This product includes [ ] % U.S. Content. The product is grown in [ ].</p> <p>[ ] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] 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>
Click or tap here to enter text.	<p>This product includes [ ] % U.S. Content. The product is grown in [ ].</p> <p>[ ] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] 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>
Click or tap here to enter text.	<p>This product includes [ ] % U.S. Content. The product is grown in [ ].</p> <p>[ ] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] 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>
Click or tap here to enter text.	<p>This product includes [ ] % U.S. Content. The product is grown in [ ].</p> <p>[ ] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] 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>

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



**ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL**

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: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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: Click or tap here to enter text.

Approval from Authorized Representative (Print Name): Click or tap here to enter text.

Approval from Authorized Representative (Signature): \_\_\_\_\_

Title: Click or tap here to enter text. Date: Click or tap to enter a 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  $\geq 8$  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  $\frac{1}{2}$  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 <sup>a</sup>	Grades 6-8 <sup>a</sup>	Grades 9-12 <sup>a</sup>	Grades K-5	Grades 6-8	Grades 9-12
<b>Meal Pattern</b>	<b>Amount of Food<sup>b</sup> Per Week (Minimum Per Day)</b>					
<b>Fruits (cups) <sup>c, d</sup></b>	<b>5 (1)<sup>e</sup></b>	<b>5 (1)<sup>e</sup></b>	<b>5 (1)<sup>e</sup></b>	<b>2 ½ (½)</b>	<b>2 ½ (½)</b>	<b>5 (1)</b>
<b>Vegetables (cups) <sup>c, d</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3 ¾ (¾)</b>	<b>3 ¾ (¾)</b>	<b>5 (1)</b>
<b>Dark Green <sup>f</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>½</b>	<b>½</b>	<b>½</b>
<b>Red Orange <sup>f</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>¾</b>	<b>¾</b>	<b>1 ¼</b>
<b>Beans/Peas (Legumes) <sup>f</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>½</b>	<b>½</b>	<b>½</b>
<b>Starchy <sup>f</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>½</b>	<b>½</b>	<b>½</b>
<b>Other <sup>f, g</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>½</b>	<b>½</b>	<b>¾</b>
<b>Additional Veg to Reach Total <sup>h</sup></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1 ½</b>
<b>Grains (oz eq) <sup>i</sup></b>	<b>7-10 (1) <sup>j</sup></b>	<b>8-10 (1) <sup>j</sup></b>	<b>9-10 (1) <sup>j</sup></b>	<b>8-9 (1)</b>	<b>8-10 (1)</b>	<b>10-12 (2)</b>
<b>Meats/Meat Alternates (oz eq)</b>	<b>0 <sup>k</sup></b>	<b>0 <sup>k</sup></b>	<b>0 <sup>k</sup></b>	<b>8-10 (1)</b>	<b>9-10 (1)</b>	<b>10-12 (2)</b>
<b>Fluid Milk (cups) <sup>l</sup></b>	<b>5 (1)</b>	<b>5 (1)</b>	<b>5 (1)</b>	<b>5 (1)</b>	<b>5 (1)</b>	<b>5 (1)</b>
<b>Other Specifications: Daily Amount Based on Average for a 5-Day Week</b>						
<b>Min-max calories Kcal <sup>m, n, o</sup></b>	<b>350-500</b>	<b>400-550</b>	<b>450-600</b>	<b>550-650</b>	<b>600-700</b>	<b>750-850</b>
<b>Saturated Fat (% of total calories) <sup>n, o</sup></b>	<b>&lt;10</b>	<b>&lt;10</b>	<b>&lt;10</b>	<b>&lt;10</b>	<b>&lt;10</b>	<b>&lt;10</b>
<b>Sodium (mg) (Interim Target 1A-Effective July 1, 2023)</b>	<b>≤540</b>	<b>≤600</b>	<b>≤640</b>	<b>≤1,110</b>	<b>≤1,225</b>	<b>≤1,280</b>
<b>Trans fat <sup>n, o</sup></b>	<b>Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving</b>					

<sup>a</sup> 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).

<sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup> 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.

<sup>d</sup> 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).

<sup>e</sup> 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).

<sup>f</sup> Larger amounts of these vegetables may be served.

<sup>g</sup> 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)

<sup>h</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>i</sup> 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.

<sup>j</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

<sup>k</sup> 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.

<sup>l</sup> Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored) or fat-free (unflavored or flavored).

<sup>m</sup> 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).

<sup>n</sup> 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.

<sup>o</sup> 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
- Number of Entrée Choices to be offered at Lunch
- 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

<b>SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK</b>			
<b>Food Components and Food Items <sup>1</sup></b>	<b>Children Ages 1 and 2</b>	<b>Children Ages 3-5</b>	<b>Children Ages 6-12 <sup>2</sup></b>
<b>Milk</b>			
Fluid Milk <sup>3</sup>	4 fl oz. (1/2 c)	4 fl oz. (1/2 c)	8 fl oz. (1 c)
<b>Vegetable or Fruit <sup>2</sup></b>			
Juice <sup>2</sup> , fruit and/or vegetable	1/2 c	1/2 c	3/4 c
<b>Grains/Breads <sup>4,5</sup></b>	1/2 oz. eq	1/2 oz eq	1 oz eq
<b>Meat/Meat Alternate <sup>6,7,8</sup></b>			
Lean Meat or poultry or fish <sup>6</sup> or	1/2 oz	1/2 oz	1 oz
Alternate Protein products <sup>7</sup> 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 <sup>8</sup> or	1/2 oz <sup>8</sup>	1/2 oz <sup>8</sup>	1 oz
Yogurt <sup>9</sup>	2 oz or 1/4 c	2 oz or 1/4 c	4 oz or 1/2 c

<sup>1</sup>Children 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.

<sup>2</sup>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.

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

<sup>4</sup>Grains/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.

<sup>5</sup>Either volume (cup) or weight (oz), whichever is less.

<sup>6</sup>A serving consists of the edible portion of cooked lean meat or poultry or fish

<sup>7</sup>Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.

<sup>8</sup>Nuts 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.

<sup>9</sup>Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.

## Attachment M6: Summer Food Service Meal Patterns

<b>SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL</b>			
FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST SERVE ALL THREE	LUNCH OR SUPPER SERVE ALL FOUR	SNACK SERVE TWO OF THE FOUR
<b>Milk</b> <sup>1,2</sup>			
Fluid milk	8 fl oz (1 cup) <sup>1</sup>	8 fl oz (1 cup) <sup>2</sup>	8 fl oz (1 cup) <sup>1</sup>
<b>Vegetable or Fruit</b> <sup>3,4,5</sup>			
Juice, fruit, vegetable	$\frac{1}{2}$ c <sup>3</sup> (juice must be full-strength)	$\frac{3}{4}$ c <sup>4</sup> total of two different items	$\frac{3}{4}$ c <sup>3,4</sup> (juice must be full-strength)
<b>Grains/Breads</b> <sup>6,7</sup>			
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 <sup>7</sup>	$\frac{3}{4}$ c or 1 oz <sup>7</sup>	N/A	$\frac{3}{4}$ c or 1 oz <sup>7</sup>
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
<b>Meat/Meat Alternate</b> <sup>8, 9, 10, 11,12</sup>			
	Optional		
Lean meat or poultry or fish <sup>8</sup> or	1 oz	2 oz	1 oz
Alternate protein products <sup>9</sup> 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 <sup>11</sup>	---	1 oz =50% <sup>10, 11</sup>	1 oz <sup>11</sup>
Yogurt <sup>12</sup>	4 oz ( $\frac{1}{2}$ c)	8 oz (1 c)	4 oz ( $\frac{1}{2}$ c)

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

<sup>2</sup> For Lunch or Supper, fluid milk shall be used as a beverage.

<sup>3</sup> Fruit or vegetable juice must be full-strength for breakfast and snacks.

<sup>4</sup> 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

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

<sup>6</sup> 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.

<sup>7</sup> Either volume (cup) or weight (oz) whichever is less.

<sup>8</sup> A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>9</sup> Alternate protein products must meet requirements of Appendix A of 7 CFR Part 225.

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

<sup>11</sup> 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.

<sup>12</sup> 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  $\geq 8$  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 Programs<sup>1</sup>**

<b>GROUP A</b>	<b>OZ EQ FOR GROUP A</b>
<ul style="list-style-type: none"> <li>● Bread type coating</li> <li>● Bread sticks (hard)</li> <li>● Chow mein noodles</li> <li>● Croutons</li> <li>● Pretzels (hard)</li> <li>● Stuffing (dry) Note: weights apply to bread in stuffing.</li> </ul>	<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>
<b>GROUP B</b>	<b>OZ EQ FOR GROUP B</b>
<ul style="list-style-type: none"> <li>● Bagels</li> <li>● Batter type coating</li> <li>● Biscuits</li> <li>● Breads (sliced whole wheat, French, Italian)</li> <li>● Buns (hamburger and hot dog)</li> <li>● Sweet Crackers <sup>4</sup> (graham crackers – all shapes, animal crackers)</li> <li>● Egg roll skins</li> <li>● English muffins</li> <li>● Pita bread (whole wheat or whole grain- rich)</li> <li>● Pizza crust</li> <li>● Pretzels (soft)</li> <li>● Rolls (whole wheat or whole grain-rich)</li> <li>● Tortillas (whole wheat or whole corn)</li> <li>● Tortillas chips (whole wheat or whole corn)</li> <li>● Taco shells (whole wheat or whole corn)</li> </ul>	<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>
<b>GROUP C</b>	<b>OZ EQ FOR GROUP C</b>
<ul style="list-style-type: none"> <li>● Cookies <sup>3</sup> (plain – includes vanilla wafers)</li> <li>● Cornbread</li> <li>● Corn muffins</li> <li>● Croissants</li> <li>● Pancakes</li> <li>● Pie crust (dessert pies<sup>3</sup>, cobbler<sup>3</sup>, fruit turnovers<sup>4</sup>, and meat/meat alternate pies)</li> <li>● Waffles</li> </ul>	<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>
<b>GROUP D</b>	<b>OZ EQ FOR GROUP D</b>
<ul style="list-style-type: none"> <li>● Doughnuts<sup>4</sup> (cake and yeast raised, unfrosted)</li> <li>● Cereal bars, breakfast bars, granola bars<sup>4</sup> (plain)</li> <li>● Muffins (all except corn)</li> </ul>	<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"> <li>• Sweet Rolls<sup>4</sup> (unfrosted)</li> <li>• Toaster pastry<sup>4</sup> (unfrosted)</li> </ul>	
<b>GROUP E</b>	<b>OZ EQ FOR GROUP E</b>
<ul style="list-style-type: none"> <li>• Cereal bars, breakfast bars, granola bars<sup>4</sup> (with nuts, dried fruit, and/or chocolate pieces)</li> <li>• Cookies<sup>3</sup> (with nuts, raisins, chocolate pieces and/or fruit pieces)</li> <li>• Doughnuts<sup>4</sup> (cake and yeast raised, unfrosted)</li> <li>• French toast</li> <li>• Sweet Rolls<sup>4</sup> (unfrosted)</li> <li>• Toaster pastry<sup>4</sup> (unfrosted)</li> </ul>	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
<b>GROUP F</b>	<b>OZ EQ FOR GROUP F</b>
<ul style="list-style-type: none"> <li>• Cake<sup>3</sup> (plain, unfrosted)</li> <li>• Coffee cake<sup>4</sup></li> </ul>	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
<b>GROUP G</b>	<b>OZ EQ FOR GROUP G</b>
<ul style="list-style-type: none"> <li>• Brownies<sup>3</sup> (plain)</li> <li>• Cake<sup>3</sup> (all varieties, frosted)</li> </ul>	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
<b>GROUP H</b>	<b>OZ EQ FOR GROUP H</b>
<ul style="list-style-type: none"> <li>• Cereal Grains (barley, quinoa, etc)</li> <li>• Breakfast cereals (cooked) <sup>5,6</sup></li> <li>• Bulgur or cracked wheat</li> <li>• Macaroni (all shapes)</li> <li>• Noodles (all varieties)</li> <li>• Pasta (all shapes)</li> <li>• Ravioli (noodle only)</li> <li>• Rice (enriched white or brown)</li> </ul>	1 oz eq = 1/2 cup cooked or 1 ounce (28g) dry
<b>GROUP I</b>	<b>OZ EQ FOR GROUP I</b>
<ul style="list-style-type: none"> <li>• Ready to eat breakfast cereal (cold, dry) <sup>5,6</sup></li> </ul>	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

<sup>1</sup>Some 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.

<sup>2</sup>Allowed only for desserts no more than twice per week and for breakfast

<sup>3</sup>Allowed for desserts no more than twice per week and for breakfasts

<sup>4</sup>Refer 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.

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

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

NA (Check if not applicable)

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

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	3.75 (0.75)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	0.75											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.5											
• Additional Veg to reach total <sup>e</sup>	1											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	9-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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.

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	3.75 (0.75)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	0.75											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.5											
• Additional Veg to reach total <sup>e</sup>	1											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	9-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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.

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)



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

NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	3.75 (0.75)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	0.75											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.5											
• Additional Veg to reach total <sup>e</sup>	1											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	9-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	3.75 (0.75)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	0.75											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.5											
• Additional Veg to reach total <sup>e</sup>	1											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	9-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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.

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 6-8	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	2.5 (0.5)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	3.75 (0.75)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	0.75											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.5											
• Additional Veg to reach total <sup>e</sup>	1											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	9-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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.

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

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

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> 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 <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	2.5 (.5)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	3.75 (0.75)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	0.75											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.5											
• Additional Veg to reach total <sup>e</sup>	1											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-9 (1)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	9-10 (1)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
<b>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</b>												

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)



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

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	5 (1.0)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	5 (1.0)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	1.25											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.75											
• Additional Veg to reach total <sup>e</sup>	1.5											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	10-12 (2)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	10-12 (2)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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.

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	5 (1.0)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	5 (1.0)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	1.25											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.75											
• Additional Veg to reach total <sup>e</sup>	1.5											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	10-12 (2)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	10-12 (2)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> 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 <sup>a</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	5 (1.0)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	5 (1.0)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	1.25											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.75											
• Additional Veg to reach total <sup>e</sup>	1.5											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	10-12 (2)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	10-12 (2)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	5 (1.0)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	5 (1.0)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	1.25											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.75											
• Additional Veg to reach total <sup>e</sup>	1.5											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	10-12 (2)											
<b>Meat/Meat Alternate</b> (oz. equivalents)	10-12 (2)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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.

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat free (1 percent milk fat or less, flavored or unflavored)

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

NA (Check if not applicable)

Grades 9-12	Use this form to ensure that the menu meets the new standards. Enter each menu item under the corresponding day of the week and enter the quantity in the "QTY" column as a decimal point. Add the daily totals to calculate weekly totals											
Lunch Meal Pattern	Weekly (Daily) Quantity <sup>a</sup>	MONDAY	QTY	TUESDAY	QTY	WEDNESDAY	QTY	THURSDAY	QTY	FRIDAY	QTY	WEEKLY TOTALS
<b>Fruits</b> <sup>b</sup> (cups)	5 (1.0)											
Additional fruit items to meet the total												
<b>Vegetables</b> (cups)	5 (1.0)											
• Dark Green <sup>c</sup>	0.5											
• Red Orange <sup>c</sup>	1.25											
• Beans and Peas (legumes) <sup>c</sup>	0.5											
• Starchy <sup>c</sup>	0.5											
• Other <sup>c, d</sup>	0.75											
• Additional Veg to reach total <sup>e</sup>	1.5											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	10-12 (2)											
<b>Meat/Meat Alternate</b> (oz. equivalents) <sup>h</sup>	10-12 (2)											
Fluid Milk <sup>g</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

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

<sup>b</sup> 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.

<sup>c</sup> Larger quantities of these vegetables may be served.

<sup>d</sup> 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).

<sup>e</sup> Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>g</sup> Fluid milk must be low-fat or fat-free(1 percent milk fat or less, flavored or unflavored)

## ATTACHMENT O: PROTOTYPE 21 DAY CYCLE BREAKFAST MENUS

The prototype cycle breakfast menu forms on the following pages can be used. Using the prototype lunch cycle menu forms appropriate to the specific age grade groups of the students within the SFA, include in the Request for Proposal/Contract a 21-day cycle lunch menu prepared by the SFA. The SFA may 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.

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 <sup>a</sup>	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 <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>									
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	7-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades K-5 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	7-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades K-5 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	7-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades K-5 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	7-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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 <sup>a</sup>	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 <sup>b</sup>	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		WEEKLY TOTALS
		QTY		QTY		QTY		QTY		QTY		
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	7-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
<b>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</b>												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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 <sup>a</sup>	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 <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>									
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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 <sup>a</sup>	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 <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>									
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades 6-8 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
<b>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</b>												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades 6-8 <sup>a</sup> 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												
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
$1/8 = 0.125$ $1/3 = 0.333$ $2/3 = 0.666$ $1/4 = 0.250$ $1/2 = 0.500$ $3/4 = 0.750$ $3/4 = 0.750$ $3/8 = 0.375$ $5/8 = 0.625$ $7/8 = 0.875$												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades 6-8 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	8-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>h, i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1) <sup>k</sup>											
<b>Decimal Equivalents of commonly used fractions</b>												
<b>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</b>												

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).

<sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup> 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.

<sup>d</sup> 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).

<sup>e</sup> 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).

<sup>f</sup> Larger quantities of these vegetables may be served.

<sup>g</sup> This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup> 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.

<sup>k</sup> Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>h, i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1) <sup>k</sup>											
<b>Decimal Equivalents of commonly used fractions</b>												
<b>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</b>												

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).

<sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup> 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.

<sup>d</sup> 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).

<sup>e</sup> 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).

<sup>f</sup> Larger quantities of these vegetables may be served.

<sup>g</sup> This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup> 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.

<sup>k</sup> Fluid 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 <sup>a</sup>	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 <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
		<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>									
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>h, i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1) <sup>k</sup>											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades K-12 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>h, i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1) <sup>k</sup>											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades K-12 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>h, i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1) <sup>k</sup>											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades 9-12 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades 9-12 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades 9-12 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
Grades 9-12 <sup>a</sup>	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											
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
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												

<sup>a</sup>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).

<sup>b</sup>Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup>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.

<sup>d</sup>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).

<sup>e</sup>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).

<sup>f</sup>Larger quantities of these vegetables may be served.

<sup>g</sup>This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup>At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup>In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup>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.

<sup>k</sup>Fluid 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)

Breakfast Meal Pattern	Weekly (Daily) Quantity <sup>b</sup>	MONDAY	QTY	TUESDAY	QT Y	WEDNESDAY	QT Y	THURSDAY	QT Y	FRIDAY	QT Y	WEEKLY TOTALS
<b>Fruits</b> <sup>c, d</sup> (cups)	5 (1) <sup>e</sup>											
Additional fruit items to meet the total												
<b>Vegetables</b> <sup>c, d</sup>	0											
• Dark Green <sup>f</sup>	0											
• Red Orange <sup>f</sup>	0											
• Beans and Peas (legumes) <sup>f</sup>	0											
• Starchy <sup>f</sup>	0											
• Other <sup>f, g</sup>	0											
• Additional Veg to reach total	0											
<b>Enriched/Whole Grains</b> (oz. equivalents) <sup>f</sup>	9-10 (1) <sup>i</sup>											
<b>Meat/Meat Alternate</b> (oz. equivalents)	0 <sup>j</sup>											
Fluid Milk <sup>k</sup> (cups)	5 (1)											
<b>Decimal Equivalents of commonly used fractions</b>												
<b>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</b>												

<sup>a</sup> 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).

<sup>b</sup> Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

<sup>c</sup> 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.

<sup>d</sup> 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).

<sup>e</sup> 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).

<sup>f</sup> Larger quantities of these vegetables may be served.

<sup>g</sup> This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E).

<sup>h</sup> At least 80% of the grains offered must be whole grain-rich.

<sup>i</sup> In the SBP, the grain ranges must be offered beginning July 1, 2013.

<sup>j</sup> 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.

<sup>k</sup> Fluid milk must be low-fat or fat-free (1 percent milk fat or less, unflavored or flavored)

## ATTACHMENT P: PROTOTYPE 21- DAY CYCLE SNACK MENU

The prototype cycle snack menu forms on the following pages **MUST** be used. Include a 21-day cycle snack menu prepared by the SFA. This menu must be used for the first 21-day cycle of the new school year. **Beginning SY 2012-2013, schools participating in the After School Snack Program must offer unflavored fat free milk or low-fat milk (no more than 1 percent fat), flavored or unflavored, when serving milk as a snack meal component.**

Attachment P1- 21-Day Cycle Snack Menu (Ages 3-5)

Attachment P2 – 21-Day Cycle Snack Menu (Ages 6-12)

### Snack (Supplement) Meal Pattern Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	juice, <sup>1</sup> fruit and/or vegetable
1 grains/bread <sup>2</sup>	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 <sup>3</sup> 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 <sup>4</sup>

<sup>1</sup> Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.

<sup>2</sup> Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

<sup>3</sup> A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>4</sup> 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)

1 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	2 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	3 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	4 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	5 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
6 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	7 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	8 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	9 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	10 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
11 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	12 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	13 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	14 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	15 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
16 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	17 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	18 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	19 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	20 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk
21 M/MA: F/V 1: F/V2: G/B: G/B Other: 8 oz Milk	M/MA: Meat/Meat alternate F/V: Fruit/Vegetable GB: Grain/Bread The contractor must adhere to this 21-day cycle for the first 21 days of meal service.			

## **ATTACHMENT Q: PROTOYPE 21-DAY CYCLE SFSP MENUS**

The prototype cycle Summer Food Service Program menu forms on the following pages **MUST** be used. Attach a 21-day cycle SFSP menu prepared by the SFA/Sponsor. These menus must be used for the first 21-day cycle of the summer.

Attachment Q1 – 21-Day Cycle Menu SFSP Lunch

Attachment Q2 – 21-Day Cycle Menu SFSP Breakfast







## ATTACHMENT R: SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS

<b>SELECT THE APPROPRIATE COMPONENTS FOR A REIMBURSABLE MEAL</b>			
FOOD COMPONENTS AND FOOD ITEMS	BREAKFAST SERVE ALL THREE	LUNCH OR SUPPER SERVE ALL FOUR	SNACK SERVE TWO OF THE FOUR
<b>Milk</b> <sup>1,2</sup>			
Fluid milk	8 fl oz (1 cup) <sup>1</sup>	8 fl oz (1 cup) <sup>2</sup>	8 fl oz (1 cup) <sup>1</sup>
<b>Vegetable or Fruit</b> <sup>3,4,5</sup>			
Juice, fruit, vegetable	$\frac{1}{2}$ c <sup>3</sup> (Juice must be full-strength)	$\frac{3}{4}$ c <sup>4</sup> total of two different items	$\frac{3}{4}$ c <sup>3,4</sup> (Juice must be full-strength)
<b>Grains/Breads</b> <sup>6,7</sup>			
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 <sup>7</sup>	$\frac{3}{4}$ c or 1 oz <sup>7</sup>	N/A	$\frac{3}{4}$ c or 1 oz <sup>7</sup>
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
<b>Meat/Meat Alternate</b> <sup>8, 9, 10, 11,12</sup> Optional			
Lean meat or poultry or fish <sup>8</sup> or	1 oz	2 oz	1 oz
Alternate protein products <sup>9</sup> 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 <sup>11</sup>	---	1 oz =50% <sup>10, 11</sup>	1 oz <sup>11</sup>
Yogurt <sup>12</sup>	4 oz ( $\frac{1}{2}$ c)	8 oz (1 c)	4 oz ( $\frac{1}{2}$ c)

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

<sup>2</sup> For Lunch or Supper, fluid milk shall be used as a beverage.

<sup>3</sup> Fruit or vegetable juice must be full-strength for breakfast and snacks.

<sup>4</sup> 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

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

<sup>6</sup> 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.

<sup>7</sup> Either volume (cup) or weight (oz) whichever is less.

<sup>8</sup> A serving consists of the edible portion of cooked lean meat or poultry or fish.

<sup>9</sup> Alternate protein products must meet requirements of Appendix A of 7 CFR Part 225.

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

<sup>11</sup> 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.

<sup>12</sup> Yogurt may be plain or flavored, unsweetened or sweetened – commercially prepared.

## ATTACHMENT S-1- MEAL PATTERN-CACFP

<b>Breakfast</b>			
<b>Food Components</b>	<b>Ages 1-2</b>	<b>Ages 3-5</b>	<b>Ages 6-12 and 13-18</b>
<b>Milk</b> fluid milk	1/2 cup	3/4 cup	1 cup
<b>Fruits, Vegetables, or Both</b>	1/4 cup	1/2 cup	1/2 cup
<b>Grains/Bread</b>  <b>(*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)</b>	1/2 oz equivalent*	1/2 oz equivalent*	1 oz equivalent*
<ol style="list-style-type: none"> <li>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</li> <li>2. Juice is limited to once per day</li> <li>3. At least one serving of grains must be whole grain-rich</li> <li>4. Grain-based desserts do not count towards the grain components</li> <li>5. Yogurt must contain no more than 23 grams of sugar per 6 oz</li> <li>6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce</li> <li>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)</li> <li>8. Frying is not allowed as a way of preparing foods on-site</li> </ol>			

## ATTACHMENT S-1- MEAL PATTERN-CACFP

<b>Lunch and Supper</b>			
<b>Food Components</b>	<b>Ages 1-2</b>	<b>Ages 3-5</b>	<b>Ages 6-12 and 13-18</b>
<b>Milk</b> fluid milk	1/2 cup	3/4 cup	1 cup
<b>Fruits</b>	1/8 cup	1/4 cup	1/4 cup
<b>Vegetables</b>	1/8 cup	1/4 cup	1/2 cup
<b>Grains/Bread</b>	1/2 oz equivalent	1/2 oz equivalent	1 oz equivalent
<b>Meat/meat Alternate</b>	1 oz	1 1/2 oz	2 oz
<ol style="list-style-type: none"> <li>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</li> <li>2. Juice is limited to once per day</li> <li>3. At least one serving of grains must be whole grain-rich</li> <li>4. Grain-based desserts do not count towards the grain components</li> <li>5. Yogurt must contain no more than 23 grams of sugar per 6 oz</li> <li>6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce</li> <li>7. Offer versus Serve may be used in At-Risk Afterschool Programs only (Must select at least 3 of the 5 components)</li> <li>8. Frying is not allowed as a way of preparing foods on-site</li> </ol>			

## ATTACHMENT S-2 - MEAL PATTERN-CACFP AFTER SCHOOL SNACK

<b>Snack-Select Two of the Five Components for a Reimbursable Snack</b>			
<b>Food Components</b>	<b>Ages 1-2</b>	<b>Ages 3-5</b>	<b>Ages 6-12<sup>1</sup></b>
<b>Milk</b> fluid milk	1/2 cup	1/2 cup	1 cup
<b>Fruits</b>	1/2 cup	1/2 cup	3/4 cup
<b>Vegetables</b>	1/2 cup	1/2 cup	3/4 cup
<b>Grains/Bread</b>	1/2 oz equivalent	1/2 oz equivalent	1 oz equivalent
<b>Meat/meat Alternate</b>	1/2 oz	1/2 oz	1 oz
<ol style="list-style-type: none"> <li>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</li> <li>2. Juice is limited to once per day</li> <li>3. At least one serving of grains must be whole grain-rich</li> <li>4. Grain-based desserts do not count towards the grain components</li> <li>5. Yogurt must contain no more than 23 grams of sugar per 6 oz</li> <li>6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce</li> <li>7. Frying is not allowed as a way of preparing foods on-site</li> </ol>			

## 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.

Attachment T1 – 21-Day Cycle Menu CACFP

Attachment T2 – 21-Day Cycle Menu CACFP





# 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.

[Click or tap here to enter text.](#)

Name of Food Service Management Company

[Click or tap here to enter text.](#)

Name of School Food Authority/Sponsor

- A. By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
  3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
  2. He or she is not the person in other Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

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

\_\_\_\_\_  
Signature of Food Service Management Company's  
Authorized Representative

[Click or tap here to enter text.](#)

Title

[Click or tap to enter a date.](#)

Date

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

\_\_\_\_\_  
Signature of School Food Authority/Sponsor  
Authorized Representative

[Click or tap here to enter text.](#)

Title

[Click or tap to enter a date.](#)

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.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

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

\_\_\_\_\_  
Signatures

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT W: LOBBYING CERTIFICATION

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

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

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

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

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Name/Address of Organization

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Name/Title of Submitting Official

---

Signature

---

Date

# ATTACHMENT X: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM -LLL

**APPROVED BY OMB**  
**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT**  
**TO 31 U.S.C. 1352**

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

<b>1. Type of Federal Action</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan Guarantee <input type="checkbox"/> f. Loan Insurance	<b>2. Status of Federal Action</b> <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post award	<b>3. Report Type</b> <input type="checkbox"/> a. Initial Filing <input type="checkbox"/> b. Material Change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <span style="margin-left: 150px;"><input type="checkbox"/> Subawardee</span> <span style="margin-left: 150px;">Tier _____, if known</span> Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable: _____	
<b>8. Federal Action Number: (if known)</b>	<b>9. Award Amount: (if known)</b>	
<b>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI)</b>	<b>b. Individual Performing Services: (including address if different from No. 10 a) (Last name, first name, MI)</b>	
<b>11. Amount of Payment: (check all that apply)</b> \$ _____ Actual <input type="checkbox"/> <span style="margin-left: 100px;">Planned <input type="checkbox"/></span>	<b>13. Type of Payment: (check all that apply)</b> <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-Time Fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingency Fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other: (specify) _____	
<b>12. Form of payment: (check all that apply)</b> a. Cash <span style="margin-left: 100px;">Nature _____</span> b. In-kind (specify) <span style="margin-left: 100px;">Value _____</span>		
<b>14. Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. <div style="text-align: right;">(Attach Continuation Sheets if necessary)</div>		
<b>15. Continuation Sheets Attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16.</b> Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone Number:</b> _____ <b>Date:</b> _____	
Federal Use Only	Authorized for Local Reproduction	

## ATTACHMENT Y: COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

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

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

(planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

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

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

**The FSMC did not participate in any lobbying activities.**

Check the box only if the FSMC did not participate in any lobbying activities. If the box is checked, the FSMC is not required to submit Attachment X.

## **ATTACHMENT Z: HOLIDAY SCHEDULE**

Holiday Schedule to be inserted here by SFA/Sponsor.

# 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		
<b>Vendor Name:</b>		
<i>SFA is to complete the total possible points. Cost must be the primary factor.</i>		
Evaluation Criteria		Possible Points
Cost proposed by Vendor		
Years of Experience (Maximum 10 points for 10 years or above)		
Financial Conditions/Stability, Business Practices- <b>he FSMC must provide their most recently approved financial audit</b>		
Service Capability Plan		
Promotion of the Child Nutrition Program		
Professional Development for Staff		
Lost Accounts		
Experience of Regional/District Manager, Account Manager, and Registered Dietitian in working with Child Nutrition Programs	Optional Award Criteria	
Local Procurement	Optional Award Criteria	
<b>Total (Must equal 100 points)</b>		
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:	Click or tap here to enter text.	
Evaluation Criteria		
Meal Price		
Lunch Price (Includes NSLP/SFSP/CACFP Supper)	Breakfast Price (Includes SBP/SFSP)	Snack Price (Includes NSLP/SFSP/CACFP Snack)
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Years of Experience		
How many years has your company operated food service in Child Nutrition Programs. Do not include non-CNP experience.		
Click or tap here to enter text.		
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.		
Click or tap here to enter text.		
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.)		

Click or tap here to enter text.

**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.**

Click or tap here to enter text.

**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.

Click or tap here to enter text.

**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.

Click or tap here to enter text.

**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.**

Click or tap here to enter text.



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## **CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION**

**POSITION TITLE:** Middle School Classroom Teacher: Regular Education

**REPORTS TO:** Principal

**SALARY RANGE:** See most recently approved 9 Month Teacher Salary Schedule

**FUNDING SOURCE:** General Funds

**APPROVED DATE:**

### **OVERVIEW OF POSITION:**

The job of **Classroom Teacher** is done for the purpose/s of providing support to the instructional process by serving as a teacher with specific responsibility for supervising students within the classroom and other assigned areas; developing lesson plans and delivering group and individual student instruction within established curriculum guidelines; collaborating with other teachers, other professional staff, and administrators in addressing instructional and/or classroom issues; and responding to a wide range of inquiries from students' parents or guardians regarding instructional program and student progress.

**JOB GOAL:** To plan and implement a program which creates an environment where students can learn and develop optimally. Increase student achievement and establish school-community relationships. Domains and Components will be used for teacher evaluation with student growth measures.

### **QUALIFICATIONS/REQUIREMENTS:**

1. A valid Louisiana Teaching Certificate (Type C or Level 1)
2. A bachelor's degree in field
3. Additional criteria as established by Board.

### **PERFORMANCE RESPONSIBILITIES:**

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and commitment to these standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community."

This statement highlights the importance of the NIET standards in promoting effective teaching practices and underscores the expectation that candidates will actively engage with these standards to enhance their professional practice.

### **STANDARDS AND OBJECTIVES**

- Most learning objectives and state content standards are communicated.
- Sub-objectives are mostly aligned to the lesson's major objective.
- Learning objectives are connected to what students have previously learned.
- Expectations for student performance are clear.
- State standards are displayed.
- There is evidence that most students demonstrate mastery of the objective

### **MOTIVATING STUDENTS**

- The teacher sometimes organizes the content so that it is personally meaningful and relevant to students.
- The teacher sometimes develops learning experiences where inquiry, curiosity, and exploration are valued.
- The teacher sometimes reinforces and rewards effort.

### **PRESENTING INSTRUCTIONAL CONTENT**

Presentation of content most of the time includes:

- Visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson;
- E
- Examples, illustrations, analogies, and labels for new concepts and ideas;
- Modeling by the teacher to demonstrate his or her performance expectations;
- Concise communication
- Logical sequencing and segmenting.
- All essential information; and no irrelevant, confusing, or nonessential information.

### **LESSON STRUCTURE AND PACING**

- The lesson starts promptly.
- The lesson's structure is coherent, with a beginning, middle, and end.
- Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates.
- Routines for distributing materials are efficient.
- Little instructional time is lost during transitions.



## **ACTIVITIES AND MATERIALS**

Activities and materials include most of the following:

- Support the lesson objectives;
- Are challenging; •sustain students' attention;
- Elicit a variety of thinking;
- Provide time for reflection;
- Are relevant to students' lives;
- Provide opportunities for student-to-student interaction;
- Induce student curiosity and suspense;
- Provide students with choices; • incorporate multimedia and technology; and
- Incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.)

## **QUESTIONING**

Teacher questions are varied and high quality, providing for some, but not all, question types:

- knowledge and comprehension; o
- application and analysis; and
- creation and evaluation.
- Questions are usually purposeful and coherent.
- A moderate frequency of questions asked.
- Questions are sometimes sequenced with attention to the instructional goals.
- Questions sometimes require active responses (e.g., whole class signaling, choral responses, or group and individual answers).
- Wait time is sometimes provided.
- The teacher calls on volunteers and non-volunteers,

## **ACADEMIC FEEDBACK**

- Oral and written feedback is mostly academically focused, frequent, and mostly high quality.
- Feedback is sometimes given during guided practice and homework review.
- The teacher circulates during instructional activities to support engagement and monitor student work.
- Feedback from students is sometimes used to monitor and adjust instruction.

## **GROUPING STUDENTS**

- The instructional grouping arrangements (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency.
- Most students in groups know their roles, responsibilities, and group work expectations.
- Most students participating in groups are held accountable for group work and individual work.
- Instructional group composition is varied (e.g., race, gender, ability, and age) to, most of the time, accomplish the goals of the lesson.

### **TEACHER CONTENT KNOWLEDGE**

- The teacher displays accurate content knowledge of all the subjects he or she teaches.
- Teacher sometimes implements subject-specific instructional strategies to enhance student content knowledge.
- Teacher sometimes highlights key concepts and ideas and uses them as bases to connect other powerful ideas.

### **TEACHER KNOWLEDGE OF STUDENTS**

- Teacher practices display understanding of some students' anticipated learning difficulties.
- Teacher practices sometimes incorporate student interests and cultural heritage.
- Teacher provides differentiated instructional methods and content to ensure children have the opportunity to master what is being taught.

### **THINK**

The teacher thoroughly teaches one type of thinking:

- Analytical thinking, where students analyze, compare and contrast, and evaluate and explain information;
- Practical thinking, where students use, apply, and implement what they learn in real-life scenarios;
- Creative thinking, where students create, design, imagine, and suppose; and
- Research-based thinking, where students explore and review a variety of ideas, models, and solutions to problems. The teacher provides opportunities where students:
  - generate a variety of ideas and alternatives; and

- analyze problems from multiple perspectives and viewpoints.

### **PROBLEM SOLVING**

The teacher implements activities that teach two of the following problem-solving types:

- Abstraction
- Categorization
- Drawing Conclusions/Justifying Solution
- Predicting Outcomes
- Observing and Experimenting
- Improving Solutions
- Identifying Relevant/Irrelevant Information
- Generating Ideas
- Creating and Designing

### **OTHER DUTIES:**

Other duties as assigned are related to the functions of the position.

### **PROFESSIONALISM:**

The Employees are required to maintain a high standard of professional conduct. Breach of said professional conduct includes, but is not limited to, neglect of duty, dishonesty, engagement in acts that are contrary to CoBSS policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system.

- Exhibits regular attendance and punctuality.
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.

- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

**TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

**BOARD POLC: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

Printed Name of Employee:	Date signed:
Signature of Employee	

The signature and the date indicate the employee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me.*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Dean of Students

**REPORTS TO:** School Principal and/or Assistant Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:** General Funds

**EMPLOYMENT TERM:** 9 Month

**APPROVED DATE:**

### OVERVIEW OF THE POSITION:

The Dean of Students will assist students, parents/caregivers, teachers, faculty, and administrators in understanding and relating to the school objectives and missions. In general, the Dean of Students will serve as a link between students and administration.

### PERFORMANCE RESPONSIBILITIES

**The Dean of Students assists the Principal and/or Assistant Principal in when she or he:**

- Facilitates academic and behavioral intervention responses
- Conferences with students, parents/caregivers, and teachers where individual student academic and behavioral problems are involved.
- Uses and interprets formative and summative assessments
- Provides knowledge and guiding teachers in the use of appropriate standards, content, materials, and resources
- Works with teachers to assure continuity and articulation of the instructional program throughout the school
- Facilitates the use of research-based teaching strategies and best practices to address the needs of teachers, students, and school goals
- Provides leadership for teachers by planning, collaborating, organizing, and mentoring to support the improvement of the instructional program
- Organizes and facilitates ongoing, school-based professional staff development
- Demonstrates the appropriate use of instructional technology and other educational tools to enhance and extend instruction
- Works collaboratively with the librarian and other appropriate staff members to promote information literacy to provide resources and staff development
- Reviews and analyzes school-wide data and assists the teachers in its interpretation to measure and improve student achievement and/or program effectiveness
- Assists teachers and school counselors to better understand and work more effectively with students having school-related problems

- Acts as resource for teachers, and school counselors regarding student achievement, attendance, behavior, and other problems
- Arranges workshops or other types of in-service meetings for all areas of the curriculum for teachers, supervisors, and resource personnel.
- Guides curriculum study and coordinating the curriculum between grade levels, departments, and buildings.
- Completes walk-throughs and observations working with students, faculty, staff, and administration for classroom alignment with expectations for student conduct and for effective teaching
- Develops and implements effective community relations programs
- Provides educational leadership by creating an environment conducive to teaching and learning Administers and supervises all school activities
- Plans, prepares, and distributes student and teacher handbooks
- Interprets and administer policies, rules, and regulations, established by the legislature, by state and local boards of education, school district administration, and school administration Establishes and maintains process for daily accounting of attendance of all students Assists in monitoring teacher duty post
- Assists in administering the total school health program, including student insurance, school immunization records, student, and employee accident reports, and basic first aid until professional care is available
- Assists in providing plant and campus security
- Prepares and submit reports as required for the effective operation of school facilities Performs other duties as assigned by the principal and/or assistant principal

### **ESSENTIAL FUNCTIONS AND QUALIFICATIONS**

The essential functions for the position of a Dean of Students include the physical and mental involvement requirements noted in this position description in addition to regular reliable attendance given the limited number of employees available to perform the essential functions of this position. It is also essential that the Dean of Students be able to follow the directives of the School Principal and/or Assistant Principal and other appropriate central office administrators in ensuring the harmonious operation of the school. To perform this job successfully, the Dean of Students will be able to perform each duty effectively. The requirements are representative of the knowledge, skills, dispositions, and/or abilities required.

### **EDUCATION AND EXPERIENCE:**

The Dean of Students should meet the minimal certification requirements for the State of Louisiana for a teacher as outlined by the Louisiana Department of Education in Bulletin 746. The Dean of Students must have at least five years' teaching experience with evidence of leadership ability.

### **COMMUNICATION AND LANGUAGE SKILLS**

The Dean of Students will be able to effectively communicate in oral and written standard English. The dean should be able to accurately give and receive information via telecommunication systems and other media and communicate successfully with students,

parents/caregivers, school personnel, and the community. The Dean of Students will read, analyze, and interpret scientific/technical journals, financial reports, and legal documents, respond to inquiries or complaints. The dean should write speeches and articles for publication that conform to prescribed style and form and effectively present information to top management, the principal and/or assistant principal, public groups, and the City of Baker School Board.

### **EQUIPMENT OR TECHNOLOGY USED**

The Dean of Students should be able to use school land-line telephones, audio-visual equipment, computers, copy machines, and other appropriate machines. In addition, the Dean of Students is expected to be proficient in web-based programs, technological usage including, but not limited to the lap-top, web-based program, and email usage.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those the Dean of Students encounters while performing the essential functions of this job. Workday length consists of the hours at the assigned school site according to CoBSS School Board policy. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The Dean of Students will work in a school setting in a climate-controlled environment adhering to the School Board Energy Policy and in outside areas that are subject to climate extremes.

### **MENTAL INVOLVEMENT**

The Dean of Students should possess sufficient interpersonal skills to function compatibly with others, respond positively to supervision and to accept suggestions for improvement, planning and implementing appropriate educational programs for all students. In addition, the Dean of Students will understand and interpret written and verbal instructions, keeping accurate, up-to-date written records, and complying with state and district regulations.

### **HUMAN RELATIONS INVOLVEMENT**

The Dean of Students will be able to work cooperatively with students, parents/caregivers, school personnel, and community. Also, the Dean should be able to respond appropriately to supervision and accept commendations and recommendations and demonstrate sensitivity/understanding and interpersonal relations with persons of diverse culture and backgrounds.

### **REASONING ABILITY**

The Dean of Students can define problems, collect data, establish facts, draw valid conclusions, interpret technical instructions in mathematical/diagram forms and deal with several abstract and concrete variables.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that will be met by the Dean of Students to perform the job's essential functions. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. While performing this job, the Dean of Students is frequently required to sit or stand for extended periods of time. The Dean of Students use hands to handle or feel controls, talk, and hear. The Dean of Students occasionally lift or move lightweights up to twenty (20) pounds.

**PROFESSIONALISM**

The Dean of Students acknowledges that they maintain a high standard of professional conduct. Breach of said professional conduct includes but is not limited to neglect of duty, dishonesty, engagement in acts that are contrary to the City of Baker School Board policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system. In terms of professional traits, the Dean of Students is poised, self-confident, enthusiastic, optimistic, punctual, dependable, unbiased, fair, flexible, articulate, writes effectively, handles confidential information discreetly, attends work regularly, dresses and behaves professionally, and presents accurate and timely records and other documents.

**CLASSIFICATION UNDER FAIR LABOR STANDARDS ACTS (FLSA)**

The CoBSS in compliance with FLSA considers this position EXEMPT from all overtime payments.

**EVALUATION**

The Dean of Students shall be evaluated in accordance with the standards/process established in Bulletin 130 and in accordance with the City of Baker School System's Personnel Accountability Plan.

The signature and date indicate the evaluator has received access to an electronic or ham copy version of the job description, the Louisiana Components of Effective Teaching, the standards for Educational Leaders/Principals, and the CoBSS standards/process for evaluation for the position.

Printed Name of Evaluatee:	Signature & Date:

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me.*





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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

POSITION TITLE: Athletic Director

REPORTS TO: Principal and/or Principal Designee

SALARY RANGE: [Single Lane Salary Schedule](#)

PREPARED BY: Supervisor of Human Resources

TERM OF EMPLOYMENT: 12 months

APPROVAL DATE:

### **JOB GOAL**

The Athletic Director implements the district's athletic programs to include supervision of personnel, implementation, and monitoring of rules and regulations of the Louisiana High School Athletic Association (LHSAA) and the policies of the City of Baker School Board. The Athletic Director oversees athletic activities of all schools in the district.

### **QUALIFICATIONS**

To perform this job successfully, the Athletic Director must be able to perform each duty effectively. The requirements are representative of the knowledge, skills, dispositions, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **MINIMUM QUALIFICATIONS**

U.S. citizen or authorized alien; those requirements as outlined in Louisiana Bulletin 746: Standards of State Certification of School Personnel. Physical and mental stamina and ability to perform job functions, tasks, and duties.

### **EDUCATION AND/OR EXPERIENCE**

The Athletic Director must possess a minimum of a bachelor's degree from an accredited university, and he/she must hold a valid Louisiana teaching certificate.

### **ESSENTIAL DUTIES**

- Provides leadership for the organization and development of the athletic programs of the school.
- Check the eligibility of students who participate in athletics according to the LHSAA.
- Creates & maintains a system of documentation of eligibility of students.
- Ensures that all athletic offerings meet the standards of the LHSAA.
- Administers and monitors compliance with City of Baker School Board policies, administrative regulations, and LHSAA rules and regulations.



- Recommends corrective action(s) following any necessary investigations of infractions of athletic rules and regulations.
- Recommends the purchase of equipment, supplies, and uniforms, as appropriate and maintains accurate inventory.
- Maintains athletic facilities and grounds.
- Oversees the recommendation of Volunteer Coaches in all sports and ensures that they have been vetted inclusive of appropriate background checks and drug & alcohol screens.
- Monitors, in conjunction with head coaches and principals, yearly budgets (revenues and expenditures).
- Maintains necessary required forms such as: budget requests, insurance records, eligibility forms, and other documents as assigned.
- Attends all LHSAA seminars and annual meetings to remain current on constantly changing rules and regulations.
- Maintains a current membership in the LHSAA.
- Enforces disciplined and sportsmanlike behavior at all times.
- Establishes and oversees penalties for breach of discipline and sportsmanlike standards.
- Maintains orderly conduct of athletes and ensures that athletes follow all local and state rules regulations.
- Schedules varsity contests and submit results to the LHSAA.
- Maintains self-discipline, sportsmanlike behavior, and displays exemplary conduct at all times.
- Refrains from the use of profane and obscene language around athletes and students.
- Carries out other duties as assigned by the Superintendent, Principal, and/or Principal Designee.

**IF THE ATHLETIC DIRECTOR SIMULTANEOUSLY SERVES AS A CLASSROOM TEACHER**

**PERFORMANCE RESPONSIBILITIES**

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and commitment to these standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community.

**STANDARDS AND OBJECTIVES**

Most learning objectives and state content standards are communicated.

Sub-objectives are mostly aligned to the lesson's major objective.

Learning objectives are connected to what students have previously learned.

Expectations for student performance are clear.

State standards are displayed.

There is evidence that most students demonstrate mastery of the objective



## **MOTIVATING STUDENTS**

- The teacher sometimes organizes the content so that it is personally meaningful and relevant to students.
- The teacher sometimes develops learning experiences where inquiry, curiosity, and exploration are valued.
- The teacher sometimes reinforces and rewards effort.

## **PRESENTING INSTRUCTIONAL CONTENT**

- Presentation of content most of the time includes:
- Visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson.
- Examples, illustrations, analogies, and labels for new concepts and ideas.
- Modeling by the teacher to demonstrate his or her performance expectations.
- Concise communication.
- Logical sequencing and segmenting.
- All essential information; and no irrelevant, confusing, or nonessential information.

## **LESSON STRUCTURE AND PACING**

- The lesson starts promptly.
- The lesson's structure is coherent, with a beginning, middle, and end.
- Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates.
- Routines for distributing materials are efficient.
- Little instructional time is lost during transitions.

## **ACTIVITIES AND MATERIALS**

Activities and materials include most of the following:

- Support the lesson objectives.
- Are challenging.
- Sustain students' attention.
- Elicit a variety of thinking.
- Provide time for reflection.
- Are relevant to students' lives.
- Provide opportunities for student-to-student interaction.
- Induce student curiosity and suspense.
- Provide students with choices.
- Incorporate multimedia and technology; and
- Incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.).



## **QUESTIONING**

Teacher questions are varied and high quality, providing for some, but not all, question types:

- Knowledge and comprehension.
  - Application and analysis; and
  - Creation and evaluation.
- 
- Questions are usually purposeful and coherent.
  - A moderate frequency of questions asked.
  - Questions are sometimes sequenced with attention to the instructional goals.
  - Questions sometimes require active responses (e.g., whole class signaling, choral responses, or group and individual answers).
  - Wait time is sometimes provided.
  - The teacher calls on volunteers and non-volunteers,

## **ACADEMIC FEEDBACK**

- Oral and written feedback is mostly academically focused, frequent, and mostly high quality.
- Feedback is sometimes given during guided practice and homework review.
- The teacher circulates during instructional activities to support engagement and monitor student work.
- Feedback from students is sometimes used to monitor and adjust instruction.

## **GROUPING STUDENTS**

- The instructional grouping arrangements (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency.
- Most students in groups know their roles, responsibilities, and group work expectations.
- Most students participating in groups are held accountable for group work and individual work.
- Instructional group composition is varied (e.g., race, gender, ability, and age) to, most of the time, accomplish the goals of the lesson.

## **TEACHER CONTENT KNOWLEDGE**

- The teacher displays accurate content knowledge of all the subjects he or she teaches.
- Teacher sometimes implements subject-specific instructional strategies to enhance student content knowledge.
- Teacher sometimes highlights key concepts and ideas and uses them as bases to connect other powerful ideas.



## **TEACHER KNOWLEDGE OF STUDENTS**

- Teacher practices display understanding of some students' anticipated learning difficulties.
- Teacher practices sometimes incorporate student interests and cultural heritage.
- Teacher provides differentiated instructional methods and content to ensure children can master what is being taught.

## **THINK**

- The teacher thoroughly teaches one type of thinking:
- Analytical thinking, where students analyze, compare, contrast, and evaluate and explain information.
- Practical thinking, where students use, apply, and implement what they learn in real-life scenarios.
- Creative thinking, where students create, design, imagine, and suppose; and
- Research-based thinking, where students explore and review a variety of ideas, models, and solutions to problems. The teacher provides opportunities where students:
  - generate a variety of ideas and alternatives; and
  - analyze problems from multiple perspectives and viewpoints.

## **PROBLEM SOLVING**

The teacher implements activities that teach two of the following problem-solving types:

- Abstraction
- Categorization
- Drawing Conclusions/Justifying Solution
- Predicting Outcomes
- Observing and Experimenting
- Improving Solutions
- Identifying Relevant/Irrelevant Information
- Generating Ideas
- Creating and Designing

## **OTHER DUTIES:**

Other duties as assigned are related to the functions of the position.

## **PROFESSIONALISM:**

The Employees are required to maintain a high standard of professional conduct. Breach of said professional conduct includes, but is not limited to, neglect of duty, dishonesty, engagement in acts that are contrary to CoBSS policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system.



- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Assesses and evaluates each student's progress on a regular basis.
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

## **ADDENDUM**

### **Teacher in Exceptional Student Service department:**

The Special Education Teacher:

- Works and plans collaboratively with the regular education teacher and grade-level teams in inclusive, resource, and self-contained instructional settings



- Supervises Special Education paraprofessionals in the classroom setting inclusive of establishing the paraprofessional's support role with the implementation of IEP goals/objectives, scheduling, and ensuring professional conduct
- Interprets evaluation data from Initial Pupil Appraisal Evaluations and devises an Individualized Education Program (IEP) inclusive of student strengths, weaknesses, and recommendations
- Ensures the provision of a Free and Appropriate Public Education (FAPE) as outlined in the Individuals with Disabilities Education Improvement Act (IDEA) of 2004.
- Maintains communication with parents regarding student achievement, i.e. progress reports disseminated each nine-week grading period.
- Determines the assessment status of students, for example, LAA 1 and/or LAA2
- Complies with City of Baker School System disciplinary procedures regarding suspensions/expulsions through the maintenance of data, for example, Behavior Tracking forms and Behavior Intervention Plans

### **ESSENTIAL FUNCTIONS**

The work environment characteristics described below are representative of those the Athletic Director encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **COMMUNICATION SKILLS**

The Athletic Director must

- 1) Be able to effectively communicate both orally and in writing,
- 2) Have the ability to accurately give and receive information via telecommunication system and other appropriate media, and
- 3) Be able to communicate successfully with students, parents/caregivers, school personnel, and the community.

### **EQUIPMENT USED**

The Athletic Director will utilize various types of equipment and technology in the performance of their duties. This includes, but is not limited to, computers, athletic performance software, communication devices, and standard office equipment. Familiarity with sports equipment, maintenance tools, and facility management systems is also required. The Athletic Director may be responsible for the oversight of athletic equipment procurement, inventory management, and ensuring all equipment meets safety and regulatory standards.

### **WORK ENVIRONMENT**

As the Athletic Director, I want to remind you that when you travel to events with our students, these locations are considered an extension of your work environment. Therefore, all school policies and procedures, including those related to conduct, safety, and professional behavior, remain fully in effect.



It is essential that you continue to uphold the standards of our institution, not only to ensure the safety and well-being of our students but also to represent our schools with the highest level of integrity and professionalism

### **MENTAL INVOLVEMENT**

The Athletic Director must be able to

- 1) Plan and implement appropriate educational programs for all students.
- 2) Understand and interpret written and verbal instructions.
- 3) Keep accurate, up-to-date written records.
- 4) Comply with state and parish regulations.
- 5) Utilize effective classroom planning, management, and instructional techniques.

### **HUMAN RELATIONS INVOLVEMENT**

The Athletic Director must be able to

- 1) work cooperatively with students, parents/caregivers, school personnel, and the community,
- 2) respond appropriately to supervision and accept commendations and recommendations, and
- 3) demonstrate sensitivity/understanding and interpersonal relations with persons of diverse culture and backgrounds.

### **LANGUAGE SKILLS**

The Athletic Director must have the ability

- 1) to read, analyze, and interpret government regulations,
- 2) to write reports, memos, and procedural manuals, and
- 3) to effectively present information and respond to questions from staff, the superintendent and his staff, the school board, news media, and the public.

### **REASONING ABILITY**

The Athletic Director must have the ability to

- 1) define problems, collect data, establish facts, and draw valid conclusions, and
- 2) interpret an extensive variety of technical instructions in mathematical or diagram forms and deal with several abstract and concrete variables.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by the Athletic Director to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. While performing the duties of this job, the Athletic Director is frequently required to:

- frequently move about campus facilities, including athletic fields, gymnasiums, and other sports venues.
- spend extended periods standing, walking, or sitting, often in outdoor environments and varying weather conditions.
- use hands to handle or feel controls, to talk, and to hear.
- Athletic Director must occasionally lift or move light weight up to twenty (20) pounds.





- occasionally climb, balance, stoop, kneel, crouch, or crawl, especially when overseeing event setup or facility inspections.
- regularly use hands and arms to handle, reach, or operate equipment, and perform tasks that require manual dexterity.
- maintain the physical stamina to work extended hours, including evenings, weekends, and travel for away games and events.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those the Athletic Director encounters while performing the essential functions of this job. Work day length consists of eight hours at the assigned school site according to School Board policy. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **PROFESSIONAL CONDUCT & TRAITS**

The Athletic Director

- 1) engages in self-reflection and growth opportunities to support high levels of learning for all students,
- 2) collaborates & communicates effectively with families, colleagues, and the community to promote students' academic achievement and to accomplish the school's mission,
- 3) grows and develops professionally, and
- 4) shows professionalism.

In addition, in the City of Baker School System, the Athletic Director acknowledges that he or she is required to maintain a high standard of professional conduct. Breach of said professional conduct includes but is not limited to neglect of duty, dishonesty, engagement in acts that are contrary to the City of Baker School Board policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system.

In terms of professional traits, the Athletic Director is poised, self-confident, enthusiastic, optimistic, punctual, dependable, unbiased, fair, flexible, articulate, writes effectively, handles confidential information discreetly, attends work regularly, dresses and behaves professionally, presents accurate and timely records, lesson plans, student information system, IEPs, and other documents.

### **TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

### **CLASSIFICATION UNDER FAIR LABOR STANDARDS ACTS (FLSA)**

The City of Baker School System in compliance with FLSA considers this position EXEMPT from any and all overtime payments.

**BOARD POLC: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**



Printed Name of Employee:	Date Signed:
Signature of Employee:	

The signature and date indicate the employee has received access to an electronic or hard copy version of the job description and the CoBSS standards/process for evaluation for the position.

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me.*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Band Director

**REPORTS TO:** High School Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**EMPLOYMENT Term:** 220 Days

### **OVERVIEW OF POSITION:**

Direct and manage the overall program of instrumental music for the district. Provide students with an opportunity to participate in extracurricular band activities and ensure compliance with all state, and district requirements. Plan activities to achieve district, region, state and national recognition.

### **QUALIFICATIONS:**

#### **Education/Certification:**

Bachelor's degree from an accredited college or university required  
Master's degree preferred  
Valid Louisiana teaching certificate required

### **SPECIAL KNOWLEDGE/SKILLS:**

- Knowledge of overall operation of instrumental music program
- Ability to manage budget and personnel
- Knowledge of state and UIL policies governing band
- Ability to implement policy and procedures
- Ability to interpret data
- Strong communication, public relations, and interpersonal skills

### **EXPERIENCE:**

- Five years of successful band directing experience required
- Demonstrated record of success at UIL Concert, Sightreading and Marching Contest required
- Demonstrated record of success at festivals and state/national level contests preferred



## **MAJOR RESPONSIBILITIES AND DUTIES:**

### **PROGRAM PLANNING**

- Direct high school instrumental performers, including, but not limited to; marching band, concert band, solos, and ensemble.
- Coordinates and assists with band instruction at the high school, middle school and intermediate school on a daily basis.
- Establish performance requirements, enforce academic requirements, and verify each student's eligibility to participate in band.
- Provide for band participation at extracurricular events, including but not limited to; concerts, football games, pep rallies, parades, UIL activities and community functions.
- Arrange transportation, lodging, and meals for out-of-town events.
- Comply with federal and state laws, State Board of Education rules, UIL rules, and board policy in the band area.
- Support band booster club activities and attend all functions conducted or sponsored by the booster club.
- Obtain and use evaluative findings (including student achievement data) to determine program effectiveness and ensure that program renewal is continuous and responds to student needs.
- Recommend policies to improve program.

### **BUDGET AND INVENTORY**

- Ensure that programs are cost-effective, and funds are managed wisely.
- Compile budgets and cost estimates based on documented program needs.
- Coordinate fundraising activities and manage funds.
- Maintain current inventory of all fixed assets within department.
- Oversee process of cleaning, repairing, and storing all band equipment.

### **INSTRUCTION**

- Develop and implement plans for instrumental music programs and show written evidence of preparation as required.
- Prepare lessons that reflect accommodations for individual student differences.
- Present subject matter according to guidelines established by the Texas Education Agency, board policies, and administrative regulations.
- Plan and use appropriate instructional and learning strategies, activities, materials, and equipment that reflect understanding of the learning styles and needs of students assigned.



- Conduct ongoing assessments of student achievement through formal and informal evaluations.
- Create an environment conducive to learning and appropriate for the physical, social, and emotional development of students.
- Cooperates with all district programs/departments (e.g., athletics, choir, theater, art, dance).

### **STUDENT MANAGEMENT**

- Apply and enforce student discipline in accordance with the Student Code of Conduct and student handbook.
- Accompany and supervise students on all out-of-town trips.
- Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.

### **COMMUNICATION**

- Establish and maintain open communication by conducting conferences with parents, students, principals, and teachers.
- Maintain professional relationship with colleagues, students, parents, and community members.

### **PERSONNEL MANAGEMENT**

- Assist with recruitment, selection, training, supervision, and evaluation of assistant band directors.

### **SUPERVISORY RESPONSIBILITIES:**

- Monitor the performance of assistant band directors.

### **WORKING CONDITIONS:**

#### **Mental Demands/Physical Demands/Environmental Factors:**

- Maintain emotional control under stress. Frequent district and occasional statewide travel; prolonged and irregular hours; outdoor and indoor work; exposure to sun, heat, cold, and inclement weather.
- The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

### **PROFESSIONALISM**

- Informs appropriate school personnel of modifications/accommodations needed for individual students. Uses grammatically correct written and spoken language
- Develops an Individual Education Plan (IEP), as mandated by IDEA.
- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.



- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Effectively communicates student progress to parents according to Pupil Progression Plan
- Prepares and devises a specific number of instructional minutes for each individual child as needed and indicated in the child's IEP
- Submits a copy of the report to the child's parent every nine weeks/six weeks
- Document achievement on IEPs i.e.; dates achieved
- Assesses each child's strengths and weaknesses in the educational, physical and motor, social, self-help, speech and language, and arts and crafts areas every nine weeks/six weeks.
- Assesses and evaluates each student's progress on a regular basis to maintain an individual file of each student's work and test results as evidenced by individual folders
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.



- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

**TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in the widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

**BOARD POLICY F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

Printed Name of Employee:	Date Signed:
Signature of Employee:	

The signature and the date indicate the employee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Custodian

**REPORTS TO:** Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:** General Funds

**EMPLOYMENT TERM:** 260 days/12 months

**APPROVED DATE:**

### **OVERVIEW OF POSITION:**

The custodian is responsible for maintaining a clean, safe, and orderly environment within the assigned facility. This role involves performing routine cleaning and maintenance tasks, including sweeping, mopping, dusting, vacuuming, and sanitizing surfaces. Custodians are also tasked with emptying trash receptacles, restocking supplies, and ensuring that restrooms and communal areas are kept in pristine condition.

Additional duties include minor repairs, reporting any larger maintenance issues, and ensuring all cleaning equipment is properly maintained and stored. Custodians must adhere to safety protocols, use cleaning chemicals responsibly, and follow established cleaning schedules. Effective communication skills are essential for coordinating with staff and responding to any immediate cleaning needs. A successful custodian demonstrates reliability, attention to detail, and the ability to work independently or as part of a team.

### **EDUCATION & EXPERIENCE:**

High School Diploma or equivalent

### **KEY COMPONENTS OF JOB DESCRIPTION:**

- Report to the school site and leave at times designated by the principal. Leaving campus before the designated time, reporting late or not reporting for work must be approved by



the principal. **(Leave slips are to be completed and turned in to correspond for time taken off)**

- Lunch will be 30 minutes at the time designated by the principal and is not to be calculated as time worked.
- The principal must approve of leaving the school premises during school hours and sign out when leaving and returning to school.
- Report maintenance issues to the principal and maintain/order equipment, supplies and materials as required.
- Assure air conditioning filters are changed once each month unless conditions require changing every two weeks. Disposable filters should be discarded, and permanent filters should be cleaned and put back into the unit. The unit's front (grill) should be cleaned each time the filter is cleaned/replaced.
- Complete the checklist as required by LPSB each time filters are changed and turned into Principal.
- Assist other custodians as needed.
- Sweep, vacuum, and/or mop all areas assigned by the principal
- Per your principal's request all sidewalks should be blown off in the morning before classes begin.
- Unlock all exit doors and each classroom door to the hall. Turn lights, heat, or AC 30 minutes before the arrival of students. Heat must be set at 68 degrees and a/c at 74 degrees.
- Pick up limbs, trash, etc. as you walk around the campus. Special attention should be given to playground and heavily traveled areas and remove debris that is unsightly or could cause injury or accidents.
- Buff areas assigned by Principal as needed.
- Check halls for water near water fountains, as well as during or after rains and mop or wipe up as needed.
- The following must be done when assigned by the principal; clean gutters, open all drains under sidewalks and other areas on campus to allow water to drain, clean and spray fence rows, remove tree limbs and other debris from roofs.
- Pop off valves on water heaters must be pulled once each month.
- Before leaving each day check all rooms and buildings per the Parish Energy Conservation Program Guidelines, lock all exit doors, and media center doors.
- Ensure storage rooms or buildings are neat and tidy. Combustible materials, flammable materials, or chemicals are to be stored in areas away from flames or return of air.
- You must be sure that Holiday and Summer shutdown procedures are followed per the Parish Energy Conservation Program Guidelines. The checklist is to be completed and submitted to the principal by the first week school is out.
- You must take the necessary steps to avoid frozen pipes during freezing temperatures.

- Paint areas as directed by the principal.
- Empty lunchroom trash cans daily.
- At the times designated by the principal to ensure each restroom is checked and the following is done: pick up any paper or trash on the floor, in lavatories or urinals; clean any writing off walls or stalls; place toilet paper in the toilet paper holders; replace deodorizers as needed and remove gum, writing from floors or walls.
- Every restroom should be swept and wet mopped with cleaner/disinfectant; mirrors cleaned; lavatories, commodes and urinal cleaned and disinfected at the time specified by the principal.
- Perform any other custodial duties the Administration deems necessary.

### **SUMMER DUTIES TO INCLUDE:**

1. May include duties above and additional duties noted below.
2. Must strip and wax floors according to guidelines established by LPSB.
3. Must pressure wash the school building.
4. Painting of classrooms and hallways
5. Must perform duties as assigned by the Principal or Principal's designee.
6. Minor repairs.
7. Support of reorganizing room assignments that may include moving furniture or items.

### **PHYSICAL DEMANDS:**

1. Physically able to perform tasks including mopping, stooping, bending, crawling, balancing, carrying ladders, pulling, reaching up and down and heavy lifting (50 pounds and over).
2. Must possess physical skills and stamina to perform job responsibilities.
3. Hours can be prolonged or irregular with some travel included.

### **PROFESSIONALISM**

- Use grammatically correct written and spoken language
- Follows the time and/or duty schedule authorized by the school principal for the school day
- Attends work regularly and arrives punctually
- Always observes professional line of communication with individuals inside and outside the school system
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts
- Demonstrates positive support through actions and words as ambassadors of the school district.

**Printed Name of Employer:**

**Employee#**

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**Signature of Employee:**

**Date (m/d/y)**

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The signature and date indicate the employee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Elementary Classroom Teacher: Regular Education

**REPORTS TO:** Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:** General Funds

**APPROVED DATE:**

### **OVERVIEW OF POSITION:**

The job of **Classroom Teacher** is done for the purpose/s of providing support to the instructional process by serving as a teacher with specific responsibility for supervising students within the classroom and other assigned areas; developing lesson plans and delivering group and individual student instruction within established curriculum guidelines; collaborating with other teachers, other professional staff, and administrators in addressing instructional and/or classroom issues; and responding to a wide range of inquiries from students' parents or guardians regarding instructional program and student progress.

**JOB GOAL:** To plan and implement a program which creates an environment where students can learn and develop optimally

### **QUALIFICATIONS/REQUIREMENTS:**

- A valid Louisiana Teaching Certificate (Type C or Level 1)
- A Bachelor's Degree in field
- Additional criteria as the Board may establish

### **PERFORMANCE RESPONSIBILITIES:**

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and commitment to these standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community."

This statement highlights the importance of the NIET standards in promoting effective teaching practices and underscores the expectation that candidates will actively engage with these standards to enhance their professional practice.

### **STANDARDS AND OBJECTIVES**

- Most learning objectives and state content standards are communicated.
- Sub-objectives are mostly aligned to the lesson's major objective.
- Learning objectives are connected to what students have previously learned.
- Expectations for student performance are clear.
- State standards are displayed.
- There is evidence that most students demonstrate mastery of the objective

### **MOTIVATING STUDENTS**

- The teacher sometimes organizes the content so that it is personally meaningful and relevant to students.
- The teacher sometimes develops learning experiences where inquiry, curiosity, and exploration are valued.
- The teacher sometimes reinforces and rewards effort.

### **PRESENTING INSTRUCTIONAL CONTENT**

Presentation of content most of the time includes:

- Visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson;
- examples, illustrations, analogies, and labels for new concepts and ideas;
- modeling by the teacher to demonstrate his or her performance expectations;
- concise communication;
- logical sequencing and segmenting;
- all essential information; and
- no irrelevant, confusing, or nonessential information.

### **LESSON STRUCTURE AND PACING**

- The lesson starts promptly.
- The lesson's structure is coherent, with a beginning, middle, and end.
- Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates.

- Routines for distributing materials are efficient.
- Little instructional time is lost during transitions.

### **ACTIVITIES AND MATERIALS**

Activities and materials include most of the following:

- Support the lesson objectives;
- Are challenging; •sustain students' attention;
- Elicit a variety of thinking;
- Provide time for reflection;
- Are relevant to students' lives;
- Provide opportunities for student-to-student interaction;
- Induce student curiosity and suspense;
- Provide students with choices; • incorporate multimedia and technology; and
- Incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.)

### **QUESTIONING**

Teacher questions are varied and high quality, providing for some, but not all, question types:

- knowledge and comprehension; o
- application and analysis; and
- creation and evaluation.
- Questions are usually purposeful and coherent.
- A moderate frequency of questions asked.
- Questions are sometimes sequenced with attention to the instructional goals.
- Questions sometimes require active responses (e.g., whole class signaling, choral responses, or group and individual answers).
- Wait time is sometimes provided.
- The teacher calls on volunteers and non-volunteers,

### **ACADEMIC FEEDBACK**

- Oral and written feedback is mostly academically focused, frequent, and mostly high quality.
- Feedback is sometimes given during guided practice and homework review.
- The teacher circulates during instructional activities to support engagement and monitor student work.

- Feedback from students is sometimes used to monitor and adjust instruction.

### **GROUPING STUDENTS**

- The instructional grouping arrangements (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency.
- Most students in groups know their roles, responsibilities, and group work expectations.
- Most students participating in groups are held accountable for group work and individual work.
- Instructional group composition is varied (e.g., race, gender, ability, and age) to, most of the time, accomplish the goals of the lesson.

### **TEACHER CONTENT KNOWLEDGE**

- The teacher displays accurate content knowledge of all the subjects he or she teaches.
- Teacher sometimes implements subject-specific instructional strategies to enhance student content knowledge.
- Teacher sometimes highlights key concepts and ideas and uses them as bases to connect other powerful ideas.

### **TEACHER KNOWLEDGE OF STUDENTS**

- Teacher practices display understanding of some students' anticipated learning difficulties.
- Teacher practices sometimes incorporate student interests and cultural heritage.
- Teacher provides differentiated instructional methods and content to ensure children have the opportunity to master what is being taught.

### **THINK**

The teacher thoroughly teaches one type of thinking:

- Analytical thinking, where students analyze, compare and contrast, and evaluate and explain information;
- Practical thinking, where students use, apply, and implement what they learn in real-life scenarios;
- Creative thinking, where students create, design, imagine, and suppose; and

- Research-based thinking, where students explore and review a variety of ideas, models, and solutions to problems. The teacher provides opportunities where students:
- generate a variety of ideas and alternatives; and
- analyze problems from multiple perspectives and viewpoints.

### **PROBLEM SOLVING**

The teacher implements activities that teach two of the following problem-solving types:

- Abstraction
- Categorization
- Drawing Conclusions/Justifying Solution
- Predicting Outcomes
- Observing and Experimenting
- Improving Solutions
- Identifying Relevant/Irrelevant Information
- Generating Ideas
- Creating and Designing

### **PROFESSIONALISM:**

The Employees are required to maintain a high standard of professional conduct. Breach of said professional conduct includes, but is not limited to, neglect of duty, dishonesty, engagement in acts that are contrary to CoBSS policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system.

- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Assesses and evaluates each student's progress regularly.
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records



- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

**OTHER DUTIES:**

Other duties as assigned are related to the functions of the position.

**TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

**BOARD POLC: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

Print name of employee:	<i>Date signed:</i>
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Signature of employee:	
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The signature and the date indicate the employee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Instructional Coach (Literacy)

**REPORTS TO:** Principal, & Assistant Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**EMPLOYMENT TERMS:** 202 Days for Ten Month Employees

**APPROVAL DATE:**

### **OVERVIEW OF POSITION:**

The **Instructional Coach (Literacy)** works with teachers and school administrators to enhance the ability of teachers and other instructional personnel to provide instruction that is engaging, academically rigorous, culturally responsive, and aligned to the curriculum standards and frameworks. The **Instructional Coach (Literacy)** focuses his/her work on the implementation of school and district instructional priorities and adopted curricula, using student performance data and classroom observations to guide their work. This individual uses the structures of department/grade level team meetings, professional development hours, and classroom-based coaching. In addition, the **Instructional Coach (Literacy)** works with teachers in small groups and one-on-one to support their improvement practice.

### **QUALIFICATIONS**

- A valid Louisiana Teaching Certificate (Type C or Level 1)
- A bachelor's degree in field
- Additional criteria as the Board may establish

### **EDUCATION AND EXPERIENCE:**

The Instructional Coach (Literacy) shall have at least four (4) years of successful experience as a Certified and Highly Qualified (HQ) literacy teacher. The **Instructional Coach (Literacy)** should -Ideally possess a Master's Degree or higher; however, a documented record of

significant student achievement in literacy and as a teacher leader may substitute for the ideal preferred degree.

### **ESSENTIAL DUTIES**

- Possesses and demonstrates a working knowledge of adult learning theory and applies these theoretical principles to professional learning in elementary school, middle school, and/or high school.
- Works with the administrators and teachers at assigned school to develop instructional plans consistent with the district literacy improvement effort.
- Facilitates student learning by training professionals to accurately collect, disaggregate, analyze, and interpret student data for planning content specific literacy strategies grounded in scientifically based research.
- Determines job-embedded professional development needs of instructional staff based on assessment data, classroom observations, conferences, needs assessments, and administrator recommendation.
- Facilitates weekly peer coaching study team meetings.
- Provides professional leadership in developing, coordinating, and implementing the district literacy program in cooperation with appropriate central office and school level personnel.
- Participates in professional growth opportunities to continue to develop their own skills, knowledge, and dispositions.
- Promotes high quality staff development by implementing the appropriate district, state, and national standards.
- Assists in the selection, production, and use of instructional materials.
- Monitors the implementation of the district's literacy program in elementary school, middle school, and high school classrooms.
- Works with teachers and other instructional personnel on diagnosis and solutions in relation to literacy problems including developmental dyslexia.
- Informs teachers of current research and recommendations in literacy in the content areas.
- Develops and delivers professional development to site administrators and teachers.
- Keeps abreast of current educational trends in literacy and informs teachers of current research and recommendations in literacy.

The aforementioned and foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be signed or skills that may be required.

### **PERFORMANCE RESPONSIBILITIES**

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and

commitment to these standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community.

## **STANDARDS AND OBJECTIVES**

Most learning objectives and state content standards are communicated.

Sub-objectives are mostly aligned to the lesson's major objective.

Learning objectives are connected to what students have previously learned.

Expectations for student performance are clear.

State standards are displayed.

There is evidence that most students demonstrate mastery of the objective

## **MOTIVATING STUDENTS**

- The teacher sometimes organizes the content so that it is personally meaningful and relevant to students.
- The teacher sometimes develops learning experiences where inquiry, curiosity, and exploration are valued.
- The teacher sometimes reinforces and rewards effort.

## **PRESENTING INSTRUCTIONAL CONTENT**

- Presentation of content most of the time includes:
- Visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson.
- Examples, illustrations, analogies, and labels for new concepts and ideas.
- Modeling by the teacher to demonstrate his or her performance expectations.
- Concise communication.
- Logical sequencing and segmenting.
- All essential information; and no irrelevant, confusing, or nonessential information.

## **LESSON STRUCTURE AND PACING**

- The lesson starts promptly.
- The lesson's structure is coherent, with a beginning, middle, and end.
  - Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates.
- Routines for distributing materials are efficient.
- Little instructional time is lost during transitions.

## **ACTIVITIES AND MATERIALS**

Activities and materials include most of the following:

- Support the lesson objectives.
- Are challenging.

- Sustain students' attention.
- Elicit a variety of thinking.
- Provide time for reflection.
- Are relevant to students' lives.
- Provide opportunities for student-to-student interaction.
- Induce student curiosity and suspense.
- Provide students with choices.
- Incorporate multimedia and technology; and
- Incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.).

## **QUESTIONING**

Teacher questions are varied and high quality, providing for some, but not all, question types:

- o Knowledge and comprehension.
  - o Application and analysis; and
  - o Creation and evaluation.
- Questions are usually purposeful and coherent.
  - A moderate frequency of questions asked.
  - Questions are sometimes sequenced with attention to the instructional goals.
  - Questions sometimes require active responses (e.g., whole class signaling, choral responses, or group and individual answers).
  - Wait time is sometimes provided.
  - The teacher calls on volunteers and non-volunteers,

## **ACADEMIC FEEDBACK**

- Oral and written feedback is mostly academically focused, frequent, and mostly high quality.
- Feedback is sometimes given during guided practice and homework review.
- The teacher circulates during instructional activities to support engagement and monitor student work.
- Feedback from students is sometimes used to monitor and adjust instruction.

## **GROUPING STUDENTS**

- The instructional grouping arrangements (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency.
- Most students in groups know their roles, responsibilities, and group work expectations.
- Most students participating in groups are held accountable for group work and individual work.

- Instructional group composition is varied (e.g., race, gender, ability, and age) to, most of the time, accomplish the goals of the lesson.

### **TEACHER CONTENT KNOWLEDGE**

- The teacher displays accurate content knowledge of all the subjects he or she teaches.
- Teacher sometimes implements subject-specific instructional strategies to enhance student content knowledge.
- Teacher sometimes highlights key concepts and ideas and uses them as bases to connect other powerful ideas.

### **TEACHER KNOWLEDGE OF STUDENTS**

- Teacher practices display understanding of some students' anticipated learning difficulties.
- Teacher practices sometimes incorporate student interests and cultural heritage.
- Teacher provides differentiated instructional methods and content to ensure children can master what is being taught.

### **THINK**

- The teacher thoroughly teaches one type of thinking:
- Analytical thinking, where students analyze, compare, contrast, and evaluate and explain information.
- Practical thinking, where students use, apply, and implement what they learn in real-life scenarios.
- Creative thinking, where students create, design, imagine, and suppose; and
- Research-based thinking, where students explore and review a variety of ideas, models, and solutions to problems. The teacher provides opportunities where students:
  - generate a variety of ideas and alternatives; and
  - analyze problems from multiple perspectives and viewpoints.

### **PROBLEM SOLVING**

The teacher implements activities that teach two of the following problem-solving types:

- Abstraction
- Categorization
- Drawing Conclusions/Justifying Solution
- Predicting Outcomes
- Observing and Experimenting
- Improving Solutions
- Identifying Relevant/Irrelevant Information
- Generating Ideas
- Creating and Designing

## **PROFESSIONALISM:**

In the CoBSS, the Instructional Coach (Literacy) acknowledges that he or she must maintain a high standard of professional conduct. Breach of said professional conduct includes, but is not limited to, neglect of duty, dishonesty, engagement in acts that are contrary to CoBSS policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system. Moreover, he or she shall be expected to a) conduct occasional district, state, and national travel, and b) participate in occasional prolonged and irregular hours.

- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Assesses and evaluates each student's progress on a regular basis.
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.



- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

**TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

**CLASSIFICATION UNDER THE FAIR LABOR STANDARDS ACT (FLSA)**

The CoBSS in compliance with FLSA considers this position EXEMPT from all overtime payments.

**BOARD POLC: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

Printed Name of Employee:	Date Signed:
Signature of Employee:	

The signature and the date indicate the employee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Special Education Teacher

**REPORTS TO:** Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:**

**EMPLOYMENT TERM:** 182 Days/9 Months

**APPROVED DATE:**

### OVERVIEW OF THE POSITION:

A Special Education Teacher is responsible for creating a supportive and inclusive learning environment for students with diverse learning needs and abilities. This role involves developing and implementing individualized education plans (IEPs) to address students' unique challenges, fostering a positive and encouraging atmosphere, and collaborating with other educators, parents, and support staff. Modify and maintain state and federal compliance of student records. Prepare, review and establish weekly lesson plans. Monitor and review Individualize Education Plans of students according to:

- Public Law (PL)-142
- PL-105-17 of the Individuals with Disability Education Act of 1997
- Bulletin 1508-Pupil Appraisal Handbook
- Bulletin 1530—Louisiana's IEP Handbook for Students with Exceptionalities

### JOB GOAL

The goal of this position is to provide individualized instruction and support to students with diverse learning needs, ensuring that each student can access the general education curriculum and achieve their full potential. The Special Education Teacher will collaborate with general education teachers, parents, and support staff to develop and implement individualized education programs (IEPs) that address each student's unique strengths and challenges. The ultimate objective is to foster an inclusive learning environment that promotes academic growth, social development, and self-advocacy skills for all students.

This goal emphasizes the importance of collaboration, individualized instruction, and creating an inclusive environment, which are central to the role of a Special Education Teacher.

**Education and Experience:**

1. A valid Louisiana Teaching Certificate (Type C or Level 1A bachelor's degree in field)
2. Additional criteria as the Board may establish
3. Knowledge of special education laws, regulations, and best practices.
4. Effective communication and interpersonal skills.
5. Patience, flexibility, and a genuine passion for working with students with special needs.

**KEY RESPONSIBILITIES:**

Individualized Education Plans (IEPs)

- Develop, implement, and regularly update IEPs for students with special needs, outlining specific educational goals, strategies, and accommodations.
- Complete all IEPs by E04
- Schedule and attend meetings
- Contact parents

INSTRUCTIONAL RESPONSIBILITIES:

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and commitment to these standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community.

This statement highlights the importance of the NIET standards in promoting effective teaching practices and underscores the expectation that candidates will actively engage with these standards to enhance their professional practice.

Comply with NIET standards as written in collaboration with Louisiana Department of Education.

**INSTRUCTIONAL PLANNING AND DELIVERY**

- Create and adapt curriculum materials to meet the individual learning styles and abilities of students with disabilities. Utilize various instructional strategies and technologies to enhance the learning experience. Monitor and implement curriculum and instructional strategies as required by IEP.

**DIFFERENTIATED INSTRUCTION**

- Implement differentiated teaching methods to accommodate diverse learning needs within the classroom. Modify lessons and assessments to ensure accessibility for all students.

**ASSESSMENT AND PROGRESS MONITORING**

- Conduct ongoing assessments to evaluate student progress and adjust instructional strategies accordingly. Collaborate with other professionals to determine the effectiveness of interventions.
- Conduct initial screenings as required.

## **COLLABORATION**

- Work closely with general education teachers, support staff, and specialists to foster an inclusive and collaborative learning environment. Communicate regularly with parents and guardians to provide updates on student progress and address concerns.

## **BEHAVIOR MANAGEMENT**

- Develop and implement strategies for managing and addressing challenging behaviors. Work with students, parents, and support staff to create a positive and respectful classroom environment.

## **PROFESSIONAL DEVELOPMENT**

- Stay informed about current trends, research, and best practices in special education. Participate in professional development activities to enhance skills and knowledge.

### Advocacy

- Advocate for the needs and rights of students with disabilities. Collaborate with other professionals and community resources to provide additional support and services.

### Other Duties

- Accepts other duties as may be assigned which are related to the scope of the job

## **PROFESSIONALISM**

- Informs appropriate school personnel of modifications/accommodations needed for individual students. Uses grammatically correct written and spoken language
- Develops an Individual Education Plan (IEP), as mandated by IDEA.
- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall

- Effectively communicates student progress to parents according to Pupil Progression Plan Prepares and devises a specific number of instructional minutes for each individual child as needed and indicated in the child's IEP
- Submits a copy of the report to the child's parent every nine weeks/six weeks
- Document achievement on IEPS i.e.; dates achieved
- Assesses each child's strengths and weaknesses in the educational, physical and motor, social, self-help, speech and language, and arts and crafts areas every nine weeks/six weeks.
- Assesses and evaluates each student's progress on a regular basis to maintain an individual file of each student's work and test results as evidenced by individual folders
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

### **TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in the widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

**BOARD POLICY: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

Printed Name of Employee:	Date signed:
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## **CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION**

**JOB TITLE:** School Food Service Technician I

**REPORTS TO:** Child Nutrition Manager

**SALARY RANGE:**

**FUNDING SOURCE:**

**EMPLOYMENT TERM:** 9 months/180 days

**APPROVED DATE:**

### **OVERVIEW OF POSITION:**

To provide students with appetizing and nutritious meals in an environment that promotes positive learning. Perform all necessary duties involved in the preparation and service of school meals and the sanitation of the job site.

### **EDUCATION & EXPERIENCE:**

High School Diploma or equivalent

### **KEY COMPONENTS OF JOB DESCRIPTION:**

- Follows individual work schedule, production schedule, and weekly cleaning schedule
- Communicates necessary information to students and manager
- Understands and interprets written and verbal instructions
- Determines when an independent decision can be made
- Follows policies and procedures
- Uses and cleans equipment
- Practices regular equipment-maintenance

- Uses standardized recipes. Measures and records correctly
- Prepares meals using correct food preparation techniques
- Checks food quality during preparation
- Creates good rapport with students, faculty, administrators and others
- Stores deliveries
- Removes garbage and trash from cafeteria
- Uses safe working procedures, corrects and/or report unsafe working conditions to administration
- Adheres to established personal hygiene techniques
- Uses acceptable sanitation techniques in food handling
- Uses established sanitation techniques for cleaning the facility
- Serves correct portions and reports amounts of foods used and leftover
- Maintains correct holding temperature of food
- Utilizes food-merchandising techniques
- Dresses appropriately as defined by the school board
- Performs all other duties assigned by the Child Nutrition Manager

**WORK ENVIRONMENT/WORK HOURS:**

Individuals are required to work in an office setting in a climate-controlled environment subject to School Board energy policy guidelines. The length of the workday consists of hours assigned by the superintendent and could vary as the result of day/evening activities or emergencies. In addition, job responsibilities may require work on weekends or holidays and attendance at meetings other than the location of the work site.

The Child Nutrition Supervisor shall assign Child Nutrition Employees to positions at a particular school cafeteria. Reassignment and/or transfer may be made when, in the judgment of the Supervisor, such reassignment and/or transfer is for the good of the Child Nutrition Program.

Work environment shall as include:

- Contact with water, detergents, and sanitizers



- Drastic temperature changes when entering and exiting walk-in refrigerators/freezers
- Hard Floors
- Working with large cooking commercial equipment

**EQUIPMENT USED:**

Ability to use and clean institutional foodservice equipment including:

Ovens	Refrigerators
Steam pressure cooker	Freezers
Steam jacketed kettles	Choppers
Steam tables	Microwave ovens
Warming cabinets	Cashier stations
Fryers	Mixers
Ranges and cook tops	Dish machines
Slicers	Computer

**PHYSICAL DEMANDS :**

- Standing, sitting, walking, reaching, bending, and lifting up to 20 pounds is oftentimes required.
- The ability to travel to various locations and move freely within work sites.
- Must have sufficient visual acuity to be able to work with computer monitors, read and interpret handwritten documents.
- Ability to lift and carry cans, bowls, pans, cases, and up to 25 pounds
- Ability to lift cans, bowls, pans, cases up to 100 pounds with assistance
- Ability to stand or walk 7 hours per day
- Ability to push or pull equipment such as food carts and mop buckets
- Ability to reach above head when placing pans in shelves of ovens, refrigerators, and storerooms
- Ability to mop, sweep, apply wax and buff floors

- Ability to forward bend or squat when lifting bowls, pans or cases or using mop wringers or dustpans
- Ability to provide own transportation to workshops and meeting sites

### **MENTAL INVOLVEMENT:**

- The ability to understand and interpret written and verbal instructions.
- Be able to work independently with minimal supervision.
- Have the ability to maintain accurate records.
- Should possess sufficient interpersonal skills to function compatible with others.

The Child Nutrition Technician must have the ability to complete math problems involving fractions, decimals, addition, subtraction, multiplication, division, and do data entry and exchange of currency

### **HUMAN RELATIONS INVOLVEMENT:**

- Must have the ability to work under the pressure of deadlines, interruptions, and the ability to deal with other employees in such a way as to maintain their goodwill.
- The ability to respond positively to supervision and to accept commendations and recommendations.
- Demonstrate sensitivity/understanding in interpersonal relations with persons of diverse cultures/backgrounds.

### **DRESS REQUIREMENT:**

- Wears approved White uniform of the day that is clean, neat, and free of rips, tears, discoloration, and stains.
- Wear closed-toe, skid resistant shoes with stockings or socks.
- Keeps fingernails short and free of polish and no false nails while on duty.
- Wears hair restraint during food preparation and serving.
- Jewelry restricted to a smooth wedding band and watch. No pins / earrings, etc.

### **TERMS OF EMPLOYMENT:**

The employee is to observe time limits on breaks and use the telephone for emergencies and only when necessary. Cell phones and earbuds are prohibited. They are NOT to be used during work hours and should be left secured in the car or locker if brought to work.

**EVALUATION:**

Shall be evaluated in accordance with the Baker School System Personal Accountability Plan.

**PROFESSIONALISM**

- Use grammatically correct written and spoken language
- Follows the time and/or duty schedule authorized by the school principal for the school day
- Attends work regularly and arrives punctually
- Always observes professional line of communication with individuals inside and outside the school system
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts
- Demonstrates positive support through actions and words as ambassadors of the school district.

**NOTE:** This job description is a summary of the primary duties and responsibilities of the position. It is not intended to be a comprehensive listing of all duties and responsibilities. The City of Baker School Board reserves the right to change this description at its discretion.

**Printed Name of Employer:**

**Employee#**

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**Signature of Employee:**

**Date (m/d/y)**

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*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me.*





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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Professional School Counselor

**REPORTS TO:** School Principal and/or Principal Designee

**SALARY RANGE:** See most recent approved online or hard copy of the City of Baker School System Salary Schedule

**FUNDING SOURCE:**

**EMPLOYMENT TERM:** 10 Month

**APPROVED DATE:**

### **OVERVIEW OF POSITION:**

The primary responsibility of the Professional School Counselor shall be counseling students and providing those services directly related to counseling. The Professional School Counselor shall be responsible for the effective management of the school counseling department to which he/she is assigned. The school counseling program shall be conducted according to policies adopted by the Board of Education and with district regulations and procedures.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Component 1: Individual Student Planning:** The individual student planning component consists of school counselors coordinating ongoing activities designed to help individual students establish personal goals and develop future plans. The school counselor coordinates activities that help all students plan, monitor and manage their own learning, as well as set, evaluate, and attain goals in the areas of academic, career and personal/social development. The school counselor helps students make the transition from school to school, school to work, or school to higher education or career and technical training. These activities are delivered individually or by working with individuals in small groups or advisory groups. Parents or guardians and other school personnel are often included in these activities. Systematic delivery of individual planning for every student includes a documented strategy for student success. Duties for the Professional School Counselor in this component involves, but is not limited to: test score review, interpretation and analysis, promotion and retention information, career decision-making, yearly course selection, financial aid, interest inventories, senior exit interviews and surveys, individual graduation plans, social skills, test-taking strategies, college selection, job shadowing, senior planning appointments, and review of behavior plans. Individual planning with students is implemented through such strategies as:

**Individual or small group appraisal:** The school counselor works with students analyzing and evaluating students' abilities, interests, skills, and achievement. Test information and other data are often used as the basis for helping students develop immediate and long-range plans. In high school, the school counselor should meet with students yearly to develop and revise students' academic plans.

**Individual or small group advice:** The school counselor advises students using personal/social, educational career and labor market information in planning personal, educational, and occupational goals. The involvement of students, parents or guardians and the schools in planning students' programs that meet their needs is critical.

### **COMPONENT TWO: SYSTEM SUPPORT**

System Support consists of management activities that establish, maintain, and enhance the total school counseling program. School counselors tailor the school counseling program to the unique context and needs of the school. To do so, counselors remain engaged in the most current developments in their field, team with others at the school and district levels to better identify, address contextual needs, and remain actively engaged as professionals in the school community. Specifically, school counselors use their leadership and advocacy skills to promote whole school improvement by contributing to the following areas:

- **Professional Development:** School counselors are involved regularly in updating and sharing their professional knowledge and skills through in-service training, professional association membership, and/or postgraduate education. In public discourse and remain competent in their constantly evolving field of work.
- **Consultation, Collaboration and Teaming:** Through consultation, partnering, collaborating, and training, school counselors provide important contributions to the school system. Counselors must consult with teachers, staff members and parents or guardians regularly to provide information, support the school community and receive feedback on students' emerging needs. School counselors' network with other stakeholders to identify student needs and design programs and address them. Counselors should serve actively in and communicate with the community through presentations, memberships, and meetings to ensure that all community resources are available to students and that the community is aware of the needs of the school and able to contribute. School counselors are also encouraged to participate and represent the school's needs on district/state/national committees.
- **Program Management and Operations:** This includes the planning and management tasks needed to support activities conducted in the school counseling program as well as responsibilities that need to be fulfilled as a member of the school staff. These include budget, facilities, policies and procedures, research, and resource development. Counselors analyze student achievement and counseling program-related data to evaluate the counseling program, conduct research on activity outcome and discover gaps that exist between diverse groups of students that need to be addressed. School counselors share data and their interpretation with staff and administration to ensure each student can receive an optimal education. As team members within the educational system, school counselors perform fair share responsibilities that align with and are equal in amount to the fair share responsibilities provided by other educators on the school site.

### **COMPONENT THREE: RESPONSIVE SERVICES**

The Responsive Services component of the school counseling program consists of activities to meet students' immediate needs and concerns. These needs or concerns may stem from a change in circumstances or life crisis and require counseling, consultation, referral, and/or peer facilitation. This component is available to all students and is often student-initiated through self-referral. However, teachers, parents, guardians, or others may also refer students for assistance and should clearly understand and feel comfortable engaging in an open referral process. Although the school counselor has special training and skills to respond to these needs and concerns, the cooperation and support of the entire

faculty and staff are necessary for successful implementation. The school counselor offers a range of services along the continuum from early intervention to crisis response to meet students' needs. The school counselor consults with parents or guardians, school personnel and other identified parties when developing plans and strategies for facilitating student development. These plans may involve a wide variety of strategies but must all be specific and aligned to clear objectives for the student. The strategies include:

- **Consultation:** Counselors serve as student advocates by consulting with parents or guardians, teachers, other educators, and community agencies regarding strategies to help students and families.
- **Individual and small-group counseling:** Individual and small group counseling helps students identify problems, causes, alternatives and consequences as they confront challenges in relationships. Such counseling is normally short-term. When longer-term or professional therapeutic services are necessary, the counselor makes appropriate referrals.
- **Crisis counseling:** Crisis counseling provides prevention, intervention, and follow-up. Counseling and support are provided to students and families facing emergency situations. Such counseling is normally short-term and temporary in nature. When necessary, referrals are made to appropriate community resources. School counselors can provide a leadership role in the district's crisis intervention team process.
- **Referrals:** Counselors use referral sources to deal with crisis such as suicidal ideation, violence, abuse, depression, and family difficulties. These referral sources may include mental health agencies, employment and training programs, juvenile services, and other social and community services.
- **Peer facilitation:** Many counselors train students as peer mediators, conflict managers, tutors, and mentors. The techniques of peer mediation and conflict resolution are used to help students learn how to make changes in the way they have a good relationship with others. In peer mediation, students are trained in a system to use with fellow students who are having trouble having a good relationship with others.

## **COMPONENT FOUR: SCHOOL COUNSELING CONSORTIUM**

### **Component 4: School Counseling Curriculum**

The school counseling curriculum component consists of a data-driven written instructional program comprehensive in scope, preventative, proactive, and developmental in design. The curriculum is coordinated by school counselors and other educators. School counseling curriculum is designed to facilitate the systematic delivery of lessons or activities to every student consistent with the school counseling program's statements of philosophy, goals, and student competencies. The school counseling curriculum promotes knowledge, attitudes, and skills through instruction in three domains: academic achievement, career development and personal/social growth. The counselor's responsibilities include planning, designing, implementing, and evaluating the school counseling curriculum. The elements of a strong school counseling curriculum are:

- **Classroom instruction:** The counselor provides systematic instruction in the data-driven school counseling curriculum.
- **Interdisciplinary Curriculum Development:** The school counselor collaborates with other educators to deliver elements of the curriculum through infusion in other classroom disciplines.
- **Group Activities:** The school counselor conducts planned small group activities outside the classroom to respond to students' identified needs or interests.
- **Parent Workshops and Instruction:** The school counselor plans and delivers workshops and information sessions aligned with the school counseling curriculum for parents and guardians.

## **TEACHING RESPONSIBILITIES**

The minimal teaching performance standards, for Professional School Counselors, **Inclusive of the responsibility for growth in student learning and/or student achievement**, are as follows:

### **DOMAIN**

1. Planning and Preparation
2. Classroom Environment
- 3.

### **COMPONENT**

1. Setting Instructional Outcomes
2. Managing Classroom Procedures
3. Questioning and Discussion Technique
4. Engaging Students in Learning
5. Using Assessment in Instruction

## **EDUCATION AND EXPERIENCE**

Master's degree in guidance and counseling and considerable counseling and guidance or teaching experience. A comparable amount of training and experience may be substituted for the minimum qualifications. A Valid Louisiana Ancillary Teaching Certificate - Counseling Any additional requirements as stated in SDE Bulletin 746.

## **EVALUATION**

### **STANDARDS OF EFFECTIVENESS**

Fifty percent of the evaluation for Professional School Counselor shall be composed of applicable measures of growth in student learning and the remaining fifty percent shall be based upon a qualitative assessment of Professional School Counselor performance. For Professional School Counselors, the 50% of the evaluation based upon growth in student learning shall measure the growth of their students according to alternate measures of student growth according to state guidelines, where value-added data are not available. The 50% of the evaluation that is based on a qualitative measure of Professional School Counselor performance shall include a minimum of one formal observation and at least one informal observation. This portion of the evaluation of written work products. The combination of the applicable measure of growth in student learning and the qualitative assessment of performance shall result in a composite score used to distinguish if the level of effectiveness is highly effective, effective proficient, effective emerging, or ineffective.

### **MEASURES OF GROWTH IN STUDENT LEARNING: STUDENT LEARNING TARGETS (SLTs)**

For Professional School Counselors, for which there is little to no value-added data available, progress towards pre-determined Student Learning Targets (SLTs), as measured by state-approved common assessments, where available, shall govern the student growth component of the evaluation. Professional School Counselor and/or district-developed SLTs, shall include goals which express an expectation of growth in student achievement over a given period of time, as well as common measures for assessing attainment of those goals, such as an identified assessment and/or a body of evidence.

### **ESSENTIAL FUNCTIONS:**

To perform this job successfully, a Professional School Counselor must be able to perform each duty effectively. The requirements are representative of the knowledge, skills, dispositions, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The essential functions for the position of a Professional School Counselor includes the physical and mental involvement requirements noted in this position description in addition to regular reliable attendance given the limited number of employees available to perform the essential functions of



this position. It is also essential that the Professional School Counselor be able to follow the directives of the Principal, Assistant Principal, and other appropriate superiors in ensuring the harmonious operation of the school.

### **WORK ENVIRONMENT and HOURS WORKED**

The work environment characteristics described here are representative of those the Professional School Counselor encounters while performing the essential functions of this job. Work day length consists of teacher hours at the assigned school site according to City of Baker School Board policy. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **COMMUNICATION SKILLS**

A Professional School Counselor must be able to 1) effectively communicate in standard English both orally and in writing, 2) read, analyze, and interpret scientific and technical journals, financial reports, and legal documents, 3) respond to inquiries and complaints, 4) write speeches and articles for publication that conform to prescribed style and format, 4) effectively present information to top management, public groups, and the City of Baker School Board, 5) have the ability to accurately give and receive information via telecommunications system and other appropriate media, and 6) be able to communicate successfully with students, parents/caregivers, school personnel, and the community.

### **EQUIPMENT USED**

The Professional School Counselor should be able to use school-based telephones, audio-visual equipment, computers, copy machines, and other appropriate machines.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by the Professional School Counselor to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. While performing this job's duties, the Professional School Counselor is frequently required to sit or stand for long periods of time. The Professional School Counselor must be able to stand, walk, reach, and bend. The Professional School Counselor must occasionally lift or move light weight up to twenty (20) pounds with assistance as required. The Professional School Counselor must have sufficient visual acuity to work with computer monitor, print texts, and handwritten documents.

### **MENTAL INVOLVEMENT**

The Professional School Counselor must possess sufficient interpersonal skills to function compatible with others. The Professional School Counselor must respond positively to supervision and to accept suggestions for improvement.

### **REASONING ABILITY**

The Professional School Counselor must have the ability to 1) define problems, collect data, establish facts, and draw valid conclusions, and 2) interpret an extensive variety of technical instructions in mathematical or diagram forms and deal with several abstract and concrete variables.

### **HUMAN RELATIONS INVOLVEMENT**

The Professional School Counselor must be able to 1) work cooperatively with students, parents/caregivers, school personnel, and the community 2) respond appropriately to supervision and accept commendations and recommendations, and 3) demonstrate sensitivity/ understanding and interpersonal relations with persons of diverse culture and backgrounds.

### **PROFESSIONAL CONDUCT & TRAITS**

The Professional School Counselor acknowledges that he or she is required to maintain a high standard of professional conduct. Breach of said professional conduct includes but is not limited to; neglect of duty,

dishonesty, engagement in acts that are contrary to City of Baker School Board policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system. In terms of professional traits, the Professional School Counselor is poised, self-confident, enthusiastic, optimistic, punctual, dependable, unbiased, fair, flexible, articulate, writes effectively, handles confidential information discreetly, attends work regularly, dresses and behaves professionally, presents accurate and timely records and appreciate documents.

**CLASSIFICATION UNDER FAIR LABOR STANDARDS ACTS (FLSA)**

The City of Baker School System in compliance with FLSA considers this position EXEMPT from all overtime payments.

<b>Printed Name of Evaluatee:</b>	<b>Employee #:</b> _____
<b>Signature of Evaluatee:</b>	<b>Date (m/d/y):</b>

The signature and date indicate the evaluatee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me.*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Family Liaison

**REPORTS TO:** School Principal and/or Assistant Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:** General Funds

**EMPLOYMENT TERM:** 9 Month

**APPROVED DATE:**

### OVERVIEW OF THE POSITION:

The Family Liaison Officer will focus their work on tackling students' underachievement by working with families, parents, carers and children in school to enable all children to have full access to educational opportunities

### PERFORMANCE RESPONSIBILITIES

#### Main activities:

- Establish positive relationships with children and their families, developing and enhancing parental engagement with the school and other agencies.
- Work with families to develop parenting skills and promote children's wellbeing, emotional and social development
- On receipt of referrals talk with children experiencing difficulties and liaise with families to reflect the concerns of the child.
- Carry out weekly analysis of attendance data with particular reference to [Louisiana Child Welfare and attendance policy](#) and work with families and teachers to overcome any potential barriers to learning.
- Identify with parents' reasons for their children's non-attendance. Ascertain the probable causes of the absences and implement strategies / action plans to resolve the situation – working closely with the pastoral team, the child and the child's family.
- Carry out home visits where appropriate to support parents in encouraging their children to maintain full and regular attendance and punctuality.
- To refer cases for consideration on enforcement actions and completing recommended actions within expected timescales. To prepare and present prosecution cases in relation to non-school attendance.
- To fulfill School's legal responsibility in locating Children Missing Education (CME) and to support those families who wish to educate children in alternative school settings such as homebound, online or other options as supported by district and state.

- Keep full and accurate records and all relevant documentation relating to meetings and contact with children and their families to maintain confidentiality at all times.
- To plan and deliver a range of practical school-based workshops for parents/carers
- Contribute required information for reviews and case studies
- Provide written reports and assessments
- To look for CPD and other professional development opportunities in order to develop own practice and that of the school
- Identifying and building partnerships with other organizations and stakeholders in the community to promote collaboration and support for the community
- Identifying and building partnerships with other organizations and stakeholders in the community to promote collaboration and support for the community

### **ESSENTIAL FUNCTIONS AND QUALIFICATIONS**

The essential functions for the position of a Family Liaison include the physical and mental involvement requirements noted in this position description in addition to regular reliable attendance given the limited number of employees available to perform the essential functions of this position. It is also essential that the Family Liaison be able to follow the directives of the School Principal and/or Assistant Principal and other appropriate central office administrators in ensuring the harmonious operation of the school. To perform this job successfully, the Family Liaison will be able to perform each duty effectively. The requirements are representative of the knowledge, skills, dispositions, and/or abilities required.

### **EDUCATION AND EXPERIENCE:**

The Family Liaison should meet the minimal certification requirements for the State of Louisiana for a teacher as outlined by the Louisiana Department of Education in Bulletin 746. The Family Liaison must have at least two years teaching experience with evidence of leadership ability.

### **COMMUNICATION AND LANGUAGE SKILLS**

The Family Liaison will be able to effectively communicate in oral and written standard English. The liaison should be able to accurately give and receive information via telecommunication systems and other media and communicate successfully with students, parents/caregivers, school personnel, and the community. The Family Liaison will read, analyze, and interpret scientific/technical journals, financial reports, and legal documents, respond to inquiries or complaints. The liaison should write speeches and articles for publication that conform to prescribed style and form and effectively present information to top management, the principal and/or assistant principal, public groups, and the City of Baker School Board.

### **EQUIPMENT OR TECHNOLOGY USED**

The Family Liaison should be able to use school land-line telephones, audio-visual equipment, computers, copy machines, and other appropriate machines. In addition, the Family Liaison is

expected to be proficient in web-based programs, technological usage including, but not limited to the lap-top, web-based program, and email usage.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those the Family Liaison encounters while performing the essential functions of this job. Workday length consists of the hours at the assigned school site according to CoBSS School Board policy. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The Family Liaison will work in a school setting in a climate-controlled environment adhering to the School Board Energy Policy and in outside areas that are subject to climate extremes.

### **MENTAL INVOLVEMENT**

The Family Liaison should possess sufficient interpersonal skills to function compatibly with others, respond positively to supervision and to accept suggestions for improvement, planning and implementing appropriate educational programs for all students. In addition, the Family Liaison will understand and interpret written and verbal instructions, keeping accurate, up-to-date written records, and complying with state and district regulations.

### **HUMAN RELATIONS INVOLVEMENT**

The Family Liaison will be able to work cooperatively with students, parents/caregivers, school personnel, and community. Also, the liaison should be able to respond appropriately to supervision and accept commendations and recommendations and demonstrate sensitivity/understanding and interpersonal relations with persons of diverse culture and backgrounds.

### **REASONING ABILITY**

The Family Liaison can define problems, collect data, establish facts, draw valid conclusions, interpret technical instructions in mathematical/diagram forms and deal with several abstract and concrete variables.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that will be met by the Family Liaison to perform the job's essential functions. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. While performing this job, the Family Liaison is frequently required to sit or stand for extended periods of time. Family Liaison use hands to handle or feel controls, talk, and hear. The Family Liaison occasionally lift or move lightweights up to twenty (20) pounds.

## **PROFESSIONALISM**

The Family Liaison acknowledges that they maintain a high standard of professional conduct. Breach of said professional conduct includes but is not limited to neglect of duty, dishonesty, engagement in acts that are contrary to the City of Baker School Board policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system. In terms of professional traits, the Family Liaison is poised, self-confident, enthusiastic, optimistic, punctual, dependable, unbiased, fair, flexible, articulate, writes effectively, handles confidential information discreetly, attends work regularly, dresses and behaves professionally, and presents accurate and timely records and other documents. In addition to the following standards, policy and regulations:

- Plan, create or organized family events and programming to improve the overall engagement of stakeholders, family members and employees when assigned.
- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Assesses and evaluates each student's progress on a regular basis.
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.

- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

**CLASSIFICATION UNDER FAIR LABOR STANDARDS ACTS (FLSA)**

The CoBSS in compliance with FLSA considers this position EXEMPT from all overtime payments.

**EVALUATION**

The Family Liaison shall be evaluated in accordance with the standards/process established in Bulletin 130 and in accordance with the City of Baker School System's Personnel Accountability Plan.

The signature and date indicate the evaluator has received access to an electronic or ham copy version of the job description, the Louisiana Components of Effective Teaching, the standards for Educational Leaders/Principals, and the CoBSS standards/process for evaluation for the position.

Printed Name of Employee:	Signature & Date:

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me.*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Head Custodian

**REPORTS TO:** School Principal and/or Assistant Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:** General Fund

**EMPLOYMENT TERM:** 12 Month

**APPROVED DATE:**

### **OVERVIEW OF THE POSITION:**

The job of Head Custodian was established for the purpose(s) of maintaining an attractive, sanitary, and safe facility for students, staff, and the public; providing equipment and furniture for meetings, classroom activities, and events; minimizing property damage, loss, and liability exposure; ensuring that assignments are completed in a safe, proper, and timely manner and overseeing and supporting assigned custodians in the performance of their assignments; manages custodial personnel schedules and time, custodial inventory and equipment, custodial expenditures, building repairs and maintenance, seasonal and special projects, building use and building systems and operations of the assigned school.

### **EDUCATION AND EXPERIENCE**

The Head Custodian should possess at least a high school diploma or equivalent. The **Head Custodian** shall have at least one year of job-related experience with increasing levels of responsibility.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

The **Head Custodian** is responsible for the following duties and responsibilities:

- Assists with removal of any objects, leaves, or debris for the purpose of ensuring necessary areas are free to allow for a safe environment
- Cleans assigned facilities and/or grounds (e.g. classrooms, hallways, gyms, multipurpose rooms, offices, restrooms, etc.) for the purpose of meeting mandated sanitation requirements and maintaining a safe and attractive environment



- Assists the administration of the school with a variety of training and drills (e.g. fire, intruder, storm, health/safety, etc.) for the purpose of ensuring emergency procedures are in order, alarm systems are operational, and/or established procedures are effective
- Coordinates routine and emergency shift schedules and assignments for the purpose of ensuring adequate staffing for site requirements
- Delivers a variety of items (e.g. supplies, furniture, sporting goods, etc.) for the purpose of distributing materials to the appropriate parties and/or site locations
- Distributes custodial supplies and equipment for the purpose of disseminating materials to custodial staff and/or storage locations
- Inspects facilities for the purpose of ensuring that the site is suitable for safe operations, maintained in an attractive and clean condition, identifying necessary repairs to facilities and/or equipment, etc.
- Oversees facility maintenance activities and functions of assigned personnel (e.g. reviewing work, orienting, training, daily/task scheduling, etc.) for the purpose of ensuring functions are performed efficiently in compliance with established standards
- Participates in in-service training to assigned custodial staff (e.g. use of cleaning solvents, floor care, etc.) for the purpose of receiving and conveying information on new and/or improved procedures
- Performs minor job-related maintenance, preventative maintenance, repairs and summer maintenance (e.g. custodial equipment, classroom/common use furniture, fixtures, vacuum's including changing belts/bags, lockers, sporting equipment, light bulbs, clogged drains, strip/wax floors, etc.) for the purpose of maintaining facility, tools, and equipment in operational order
- Prepares facility for daily opening, as assigned, (e.g. opening gates, raising flags, sweeping walkway, putting out trash cans, etc.) for the purpose of ensuring facilities are operational and hazard free
- Prepares manual and electronic documents (e.g. requisitions, safety inspections, work orders, inventory records, etc.) for the purpose of documenting activities and/or relating activities to administration for their action
- Requisitions all equipment, supplies, and materials for the purpose of maintaining availability of required items and completing jobs efficiently
- Responds to immediate safety and/or operational concerns/needs (e.g. facility damage, vandalism, injured and ill students, alarms, need of paper products, jammed doors/lockers, etc.) for the purpose of taking appropriate action or notifying appropriate personnel for resolution
- Responds to inquiries from a variety of parties (e.g. staff, students, parents/caregivers, visitors, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution
- Secures facilities and grounds for appropriate use/time (e.g. specific use of buildings, doors, gates, alarms, lights, etc.) for the purpose of minimizing property damage, equipment loss, and potential liability
- Sets up/takes down and/or stores sporting items (e.g. hoops, nets, bleachers, goals, balls, etc.) for the purpose of ensuring necessary equipment is available for use
- Stocks classroom and rest room supplies (e.g. paper towels, toilet paper, soap, etc.) for the purpose of ensuring adequate quantities for daily use

- Supports other site maintenance staff for the purpose of ensuring the efficient functioning of the work unit
- Performs other related duties as assigned

### **SUPERVISORY RESPONSIBILITIES**

The Head Custodian is responsible for planning, assigning, and guiding work of custodians and/or janitors; addressing complaints and resolving problems, training employees; providing the principal and/or Assistant Principals with information with which to help inform evaluation decisions; assisting site timekeepers with information necessary for effective timekeeping.

### **MINIMUM QUALIFICATIONS**

SKILLS are required to perform multiple tasks with occasionally upgrade skills, licenses, and certifications to meet changing job conditions. Specific skill-based competencies required to effectively perform the functions of the job include: operating equipment used in industrial maintenance including electrical cleaning equipment, common tools, etc.; adhering to safety practices; planning and managing projects; operating standard office equipment including a computer; and using pertinent software applications; possess customer service, public relations skills, time management, organizational, prioritization, supervisory and management, and mechanical skills.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; understand written procedures, write routine documents, and speak clearly; and understand complex, multi-step written and oral instructions. Specific knowledge-based competencies required to satisfactorily perform the job's functions include methods of industrial cleaning and safety practices and procedures. Basic skills with job-keeping, mathematics, budget management, machines, hand tool, power tools, electrical, HVAC, plumbing, carpentry, cabinetry, floor plans and building systems.

ABILITY is required to schedule activities, meetings, and/or events; gather, collate, and/or classify data; and consider many factors when using equipment. Flexibility is required to work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of job-related equipment. Problem-solving is required to analyze issues and create action plans. Problem-solving with data requires independent interpretation of guidelines; and problem-solving with equipment is moderate. Specific ability-based competencies required to effectively perform the functions of the job include providing guidance and direction; operating equipment used in industrial maintenance including electrical cleaning equipment, common tools, etc.; and adhering to safety practices.

### **WORKING ENVIRONMENT**

The usual and customary methods of performing the functions of the job require the following physical demands; significant lifting, carrying, pushing, and/or pulling up to 50 pounds with occasional weights of more than 50 pounds; frequent walking, standing, climbing, and balancing; significant stooping, bending, squatting, kneeling, crouching, and/or crawling; and significant fine finger dexterity. The job is performed under minimal temperature, vision, and noise variations and under conditions with exposure to risk of injury and/or illness.

**CONDUCT & TRAITS**

In the City of Baker School System, the **Head Custodian** acknowledges that he or she is required to maintain a high standard of professional conduct. Breach of said conduct includes but is not limited to: neglect of duty, dishonesty, engagement in acts that are contrary to the City of Baker School System policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system. In terms of traits, he or she is poised, self-confident, enthusiastic, optimistic, punctual, dependable, unbiased, fair, flexible, communicates orally and in writing reasonably including the carrying of a communication device with expectation of timely response, handles confidential information discreetly, attends work regularly and in a timely manner, dresses appropriately for the position, and behaves professionally.

**CLASSIFICATION UNDER FAIR LABOR STANDARDS ACTS (FLSA)**

The City of Baker School System in compliance with FLSA considers this position **NON-EXEMPT** from any and all overtime payments.

**BOARD POLC: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

**EVALUATION**

The Head Custodian shall be evaluated in accordance with the standards/process established for the position in the Personnel Accountability Plan.

Printed Name of Employee:	Date Signed:
Signature of Employee:	

The signature and date indicate the employee has received access to an electronic or hard copy version of the job description and the CoBSS standards/process for evaluation for the position.

*My signature denotes that I hereby acknowledge and accept the job description as the duties that are expected of me.*



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Secondary Teacher High School

**REPORTS TO:** Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:** General Funds

**APPROVED DATE:**

**OVERVIEW OF POSITION:**

The job of **Classroom Teacher** is done for the purpose/s of providing support to the instructional process by serving as a teacher with specific responsibility for supervising students within the classroom and other assigned areas; developing lesson plans and delivering group and individual student instruction within established curriculum guidelines; collaborating with other teachers, other professional staff, and administrators in addressing instructional and/or classroom issues; and responding to a wide range of inquiries from students' parents or guardians regarding instructional program and student progress.

**JOB GOAL:** The goal of the High School Teacher is to deliver high-quality instruction that meets curriculum standards and fosters student engagement, growth, and achievement. The teacher will create a positive and inclusive classroom environment, tailor lessons to diverse learning styles, and equip students with critical thinking, problem-solving, and communication skills. The teacher will also collaborate with colleagues, parents, and administrators to support the overall development and success of students.

**QUALIFICATIONS/REQUIREMENTS:**

1. A valid Louisiana Teaching Certificate (Type C or Level 1)
2. A bachelor's degree in field of instruction assignment.
3. Additional criteria as established by the Board.

**PERFORMANCE RESPONSIBILITIES:**

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and commitment to these



standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community."

### **QUALIFICATIONS/REQUIREMENTS:**

1. A valid Louisiana Teaching Certificate
2. A bachelor's degree in field
3. Additional criteria the Board may establish related to course objectives.

### **STANDARDS AND OBJECTIVES**

- Most learning objectives and state content standards are communicated.
- Sub-objectives are mostly aligned to the lesson's major objective.
- Learning objectives are connected to what students have previously learned.
- Expectations for student performance are clear.
- State standards are displayed.
- There is evidence that most students demonstrate mastery of the objective

### **MOTIVATING STUDENTS**

- The teacher sometimes organizes the content so that it is personally meaningful and relevant to students.
- The teacher sometimes develops learning experiences where inquiry, curiosity, and exploration are valued.
- The teacher sometimes reinforces and rewards effort.

### **PRESENTING INSTRUCTIONAL CONTENT**

Presentation of content most of the time includes:

- Visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson.
- Examples, illustrations, analogies, and labels for new concepts and ideas;
- Modeling by the teacher to demonstrate his or her performance expectations;
- Concise communication;
- Logical sequencing and segmenting;
- All essential information; and no irrelevant, confusing, or nonessential information.



## **LESSON STRUCTURE AND PACING**

- The lesson starts promptly.
- The lesson's structure is coherent, with a beginning, middle, and end.
- Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates.
- Routines for distributing materials are efficient.
- Little instructional time is lost during transitions.

## **ACTIVITIES AND MATERIALS**

Activities and materials include most of the following:

- Support the lesson objectives;
- Are challenging;
- Sustain students' attention;
- Elicit a variety of thinking;
- Provide time for reflection;
- Are relevant to students' lives;
- Provide opportunities for student-to-student interaction;
- Induce student curiosity and suspense;
- Provide students with choices;
- Incorporate multimedia and technology; and
- Incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.).

## **QUESTIONING**

Teacher questions are varied and high quality, providing for some, but not all, question types:

- knowledge and comprehension; o
  - application and analysis; and
  - creation and evaluation.
- 
- Questions are usually purposeful and coherent.



- A moderate frequency of questions asked.
- Questions are sometimes sequenced with attention to the instructional goals.
- Questions sometimes require active responses (e.g., whole class signaling, choral responses, or group and individual answers).
- Wait time is sometimes provided.
- The teacher calls on volunteers and non-volunteers,

### **ACADEMIC FEEDBACK**

- Oral and written feedback is mostly academically focused, frequent, and mostly high quality.
- Feedback is sometimes given during guided practice and homework review.
- The teacher circulates during instructional activities to support engagement and monitor student work.
- Feedback from students is sometimes used to monitor and adjust instruction.

### **GROUPING STUDENTS**

- The instructional grouping arrangements (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency.
- Most students in groups know their roles, responsibilities, and group work expectations.
- Most students participating in groups are held accountable for group work and individual work.
- Instructional group composition is varied (e.g., race, gender, ability, and age) to, most of the time, accomplish the goals of the lesson.

### **TEACHER CONTENT KNOWLEDGE**

- The teacher displays accurate content knowledge of all the subjects he or she teaches.
- Teacher sometimes implements subject-specific instructional strategies to enhance student content knowledge.
- Teacher sometimes highlights key concepts and ideas and uses them as bases to connect other powerful ideas.

### **TEACHER KNOWLEDGE OF STUDENTS**

- Teacher practices display understanding of some students' anticipated learning difficulties.
- Teacher practices sometimes incorporate student interests and cultural heritage.



- Teacher provides differentiated instructional methods and content to ensure children can master what is being taught.

### **THINK**

The teacher thoroughly teaches one type of thinking:

- Analytical thinking, where students analyze, compare, contrast, and evaluate and explain information.
- Practical thinking, where students use, apply, and implement what they learn in real-life scenarios.
- Creative thinking, where students create, design, imagine, and suppose; and
- Research-based thinking, where students explore and review a variety of ideas, models, and solutions to problems. The teacher provides opportunities where students:
  - generate a variety of ideas and alternatives; and
  - analyze problems from multiple perspectives and viewpoints.

### **PROBLEM SOLVING**

The teacher implements activities that teach two of the following problem-solving types:

- Abstraction
- Categorization
- Drawing Conclusions/Justifying Solution
- Predicting Outcomes
- Observing and Experimenting
- Improving Solutions
- Identifying Relevant/Irrelevant Information
- Generating Ideas
- Creating and Designing

### **OTHER DUTIES:**

Other duties as assigned are related to the functions of the position.

### **PROFESSIONALISM:**

The Employees are required to maintain a high standard of professional conduct. Breach of said professional conduct includes, but is not limited to, neglect of duty, dishonesty, engagement in acts that are contrary to CoBSS policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system.





- Exhibits regular attendance and punctuality.
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting, events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

### **PERFORMANCE RESPONSIBILITIES: STANDARDS AND OBJECTIVES**

- Most learning objectives and state content standards are communicated.
- Sub-objectives are mostly aligned to the lesson's major objective.
- Learning objectives are connected to what students have previously learned.
- Expectations for student performance are clear.
- State standards are displayed.
- There is evidence that most students demonstrate mastery of the objective

### **MOTIVATING STUDENTS**

- The teacher sometimes organizes the content so that it is personally meaningful and relevant to students.
- The teacher sometimes develops learning experiences where inquiry, curiosity, and exploration are valued.
- The teacher sometimes reinforces and rewards effort.



## **PRESENTING INSTRUCTIONAL CONTENT**

Presentation of content most of the time includes:

- Visuals that establish the purpose of the lesson, preview the organization of the lesson, and include internal summaries of the lesson.
- Examples, illustrations, analogies, and labels for new concepts and ideas.
- Modeling by the teacher to demonstrate his or her performance expectations.
- Concise communication.
- Logical sequencing and segmenting.
- All essential information; and
- No irrelevant, confusing, or nonessential information.

## **LESSON STRUCTURE AND PACING**

- The lesson starts promptly.
- The lesson's structure is coherent, with a beginning, middle, and end.
- Pacing is appropriate and sometimes provides opportunities for students who progress at different learning rates.
- Routines for distributing materials are efficient.
- Little instructional time is lost during transitions.

## **ACTIVITIES AND MATERIALS**

Activities and materials include most of the following:

- Support the lesson objectives;
- Are challenging; •sustain students' attention;
- Elicit a variety of thinking;
- Provide time for reflection;
- Are relevant to students' lives;
- Provide opportunities for student-to-student interaction;
- Induce student curiosity and suspense;
- Provide students with choices; • incorporate multimedia and technology; and
- Incorporate resources beyond the school curriculum texts (e.g., teacher-made materials, manipulatives, resources from museums, cultural centers, etc.)

## **QUESTIONING**

Teacher questions are varied and high quality, providing for some, but not all, question types:

- knowledge and comprehension;
- application and analysis; and
- creation and evaluation.



- Questions are usually purposeful and coherent.
- A moderate frequency of questions asked.
- Questions are sometimes sequenced with attention to the instructional goals.
- Questions sometimes require active responses (e.g., whole class signaling, choral responses, or group and individual answers).
- Wait time is sometimes provided.
- The teacher calls on volunteers and non-volunteers,

### **ACADEMIC FEEDBACK**

- Oral and written feedback is mostly academically focused, frequent, and mostly high quality.
- Feedback is sometimes given during guided practice and homework review.
- The teacher circulates during instructional activities to support engagement and monitor student work.
- Feedback from students is sometimes used to monitor and adjust instruction.

### **GROUPING STUDENTS**

- The instructional grouping arrangements (either whole class, small groups, pairs, or individual; heterogeneous or homogeneous ability) adequately enhance student understanding and learning efficiency.
- Most students in groups know their roles, responsibilities, and group work expectations.
- Most students participating in groups are held accountable for group work and individual work.
- Instructional group composition is varied (e.g., race, gender, ability, and age) to, most of the time, accomplish the goals of the lesson.

### **TEACHER CONTENT KNOWLEDGE**

- The teacher displays accurate content knowledge of all the subjects he or she teaches.
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### **PROBLEM SOLVING**

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- Drawing Conclusions/Justifying Solution
- Predicting Outcomes
- Observing and Experimenting
- Improving Solutions
- Identifying Relevant/Irrelevant Information
- Generating Ideas
- Creating and Designing

### **OTHER DUTIES:**

Other duties as assigned are related to the position's functions: Meetings, trainings, student and parent activities.

### **PROFESSIONALISM:**



The Employees are required to maintain a high standard of professional conduct. Breach of said professional conduct includes, but is not limited to, neglect of duty, dishonesty, engagement in acts that are contrary to CoBSS policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system.

- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Assesses and evaluates each student's progress on a regular basis.
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.
- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.



- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

**TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

**BOARD POLC: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

Printed Name of Employee:	Date Signed:
Signature of Employee:	

The signature and the date indicate the employee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.



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## CITY OF BAKER SCHOOL SYSTEM JOB DESCRIPTION

**POSITION TITLE:** Secondary Performing Arts

**REPORTS TO:** Principal

**SALARY RANGE:** [Single Lane Salary Schedule](#)

**FUNDING SOURCE:** General

**EMPLOYMENT TERMS:** 9 Months

**APPROVAL DATE:**

**SUPERVISES:** None

### **PERFORMANCE RESPONSIBILITIES:**

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and commitment to these standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community."

This statement highlights the importance of the NIET standards in promoting effective teaching practices and underscores the expectation that candidates will actively engage with these standards to enhance their professional practice

### **ESSENTIAL DUTIES:**

- Instruct students in an in-person classroom environment through lectures, discussions, visual aids, instructional strategies and other effective teaching methods for student comprehension.
- Prepares lessons and outlines to use in class that effectively cover the material.
- Plan and conduct activities for a balanced program of instruction, demonstration, and work time that provides students with opportunities to observe, question, and investigate.
- Prepare, administer, and grade tests and assignments to evaluate students' progress.



- Administers various types of assessments to monitor student's comprehension of the material.
- Administer and/or supports state and local testing processes and policies.
- Use computers, audio-visual aids, and other equipment and materials to supplement presentations.
- Assist students who need extra help with tutoring. Guides and counsel or special academic interests.
- When in an in-person classroom environment, responsible for daily classroom clean up and wiping down surfaces to uphold sanitation standards as required for safe school environment.
- Monitors students in the classroom, at lunch or throughout the school by maintaining order and discipline.
- Observe and evaluate students' performance, behavior, social development, and physical health.
- Performs various administrative duties such as taking attendance, organizing the classroom, and responding to emails and phone calls from parents, school administrators, and staff promptly.
- Collaborates with other teachers and administrators to develop, evaluate, and revise academic programs following approved curricula.
- Coordinates in-person conferences with parents and guardians to review student's performance, behavior and other issues.
- Attends in-person faculty meetings, teacher training workshops and educational conferences to maintain and improve professional competence.
- Maintain accurate, complete, and correct student records as required by laws, district policies, and administrative regulations.
- Assists administrators and other staff members in the orderly, expedient and safe transition of students from one location to another.
- Assists with training volunteers in-person.
- Required to have prompt, regular attendance in-person and be available to work on-site, in-person during regular business hours and as needed.
- Performs other duties as assigned by an appropriate administrator or their representative.

#### INSTRUCTIONAL RESPONSIBILITIES:

As part of our commitment to excellence in education, this position aligns with the National Institute for Excellence in Teaching (NIET) standards. These standards are designed to support educators in delivering high-quality instruction, fostering professional growth, and improving student outcomes. The successful candidate will demonstrate a deep understanding of and commitment to these standards, ensuring that they contribute to a culture of continuous improvement and collaboration within our school community.





This statement highlights the importance of the NIET standards in promoting effective teaching practices and underscores the expectation that candidates will actively engage with these standards to enhance their professional practice.

Comply with NIET standards as written in collaboration with Louisiana Department of Education.

### **PHYSICAL ABILITIES & WORKING CONDITIONS:**

The physical abilities, working conditions and other conditions of employment listed in this document are representative of, but are not intended to provide an exhaustive list of the requirements for positions in this classification. In an emergency or situation requiring guidance from Federal, State, or local or school district authorities, this position's requirements may change temporarily or for the school year to best serve our students' needs.

**Vision:** Ability to read small print and view a computer screen for prolonged periods.

**Hearing:** Ability to tolerate exposure to noisy conditions.

**Speech:** Ability to be understood in face-to-face communications, to speak with a level of proficiency and volume to be understood over a telephone or computer.

**Upper Body Mobility:** Ability to use hands to grasp, and manipulate small objects; manipulate fingers, twist and bend at wrist and elbow; extend arms to reach outward and upward; use hands and arms to lift objects; turn, raise, and lower head.

**Strength:** Ability to lift, push, pull, and/or carry objects that weigh as much as 5 or more pounds frequently. Incumbents may be required to restrain parties involved in a conflict using crisis prevention techniques.

**Environmental Requirements:** Ability to encounter constant work interruptions; work cooperatively with others; work independently; work indoors.

**Mental Requirements:** Ability to read, write, understand, interpret and apply information at a moderately complex level essential for successful job performance; math skills at a high school proficiency level; judgement and the ability to process information quickly; learn quickly and follow verbal procedures and standards; give verbal instruction; rank tasks in order of importance; copy, compare, compile and coordinate information and records. Understand how to manage stress.

**Additional Work Conditions & Physical Abilities:** Ability to be flexible and adapt as needed between in-person and various classroom learning environments.



## **PROFESSIONALISM:**

The Employees are required to maintain a high standard of professional conduct. Breach of said professional conduct includes, but is not limited to, neglect of duty, dishonesty, engagement in acts that are contrary to CoBSS policy, unlawful activities, or any other conduct which is seriously prejudicial to the school system.

- Follows the time and/or duty schedule authorized by the school principal for the school day and extracurricular activities.
- Notifies the principal promptly in case of absence, and communicates in advance the date of return so that proper provisions can be made for hiring substitute teacher
- Maintains neat, accurate, current and complete records and reports and submits same on time to the appropriate personnel when requested
- Informs principal when a student is absent three consecutive days or five days overall
- Assesses and evaluates each student's progress on a regular basis.
- Attends school regularly and arrives punctually
- Always observes professional lines of communication with individuals inside and outside the school system
- Maintains the confidentiality of school and student records
- Maintains communication with immediate supervisor, keeping him/her informed of problems, concerns, and significant developments.
- Demonstrates positive support through actions and words as ambassadors of the schools and districts.
- Uses proper administrative procedures/chain of commands for making requests and resolving conflicts.
- Follow directives as assigned by your supervisor
- Communicates effectively with students, staff, parents, and community.
- Assumes outside classroom duties as related to school.
- Assists in enforcing school/board rules and policies.
- Ensures proper care of textbooks, teaching aids, and equipment.
- Participates in professional development opportunities to further develop effectiveness.
- Creates partnerships with parents/caregivers and colleagues.
- Supports school programs and displays a positive attitude.



- Completes reports and records as assigned.
- Projects well-groomed appearance.
- Meets the criteria for a Professional Growth Plan following the guidelines in the City of Baker School System Personnel Evaluation Program.
- Perform all other duties or responsibilities not listed as delegated by the principal of the school.
- Attending back to school night events.
- Participate and attend parent teacher conferences.
- Attending student activities functions as directed by Principal: ie. Dances, programs, prom, sporting events, professional development meetings, in-service training and other programs as deemed an essential component of the school's programming.

**TECHNOLOGICAL ABILITIES:**

To perform this job successfully, an individual must be proficient in widespread use of a computer, the use of email as a form of communication, and other job-specific equipment, software, and/or applications.

**BOARD POLC: F – PERSONNEL and G - INSTRUCTIONAL PROGRAM govern the structure of job descriptions.**

Printed Name of Employee:	Date Signed:
Signature of Employee:	

The signature and the date indicate the employee has received access to an electronic or hard copy version of the job description, the federal, state, and/or local standards for the position, and the City of Baker School System standards/process for evaluation for the position.

2024



# **CITY OF BAKER SCHOOL SYSTEM**

## **2024-2025 Pupil Progression Plan**

**SEPTEMBER 2024**

## Background and Purpose

Louisiana state law (R.S. 17:24.4) requires local education agencies (LEAs) to establish a comprehensive Pupil Progression Plan based on student performance on the Louisiana Educational Assessment Program with goals and objectives that are compatible with the Louisiana Competency-Based Education Program and which supplements the minimum standards approved by the State Board of Elementary and Secondary Education (BESE). The plan shall address student placement and promotion and shall require the student’s mastery of grade-appropriate skills before he or she can be recommended for promotion.

The law states that “particular emphasis shall be placed upon the student’s proficiency in grade-appropriate skills which may be considered in promotion and placement; however, each local school board shall establish a policy regarding student promotion and placement.” The law goes on to require the state Department of Education to establish, subject to the approval of BESE, the level of achievement on the fourth and eighth grade LEAP test—in mathematics, English language arts, science, and social studies—needed for students to advance to grades five and nine. BESE must also determine the nature and application of various intervention options to be used when students fail to meet the minimum academic standards approved by the board.

BESE established minimum standards in [Bulletin 1566 – Pupil Progression Policies and Procedures](#).

The purpose of this document is to assist LEAs in developing their required Pupil Progression Plan in accordance with applicable laws and regulations, and to codify LEA policies and procedures related to student placement and promotion. In each section of this document, language that conforms to applicable laws and regulations has been pre-populated. Space is provided for LEAs to add any additional local policies and procedures that fulfill the mandate of the law and support students in acquiring proficiency in grade-appropriate skills. Once completed, submitted to the Louisiana Department of Education, and published locally, teachers shall determine promotion or placement of each student on an individual basis. LEAs may review promotion and placement decisions in order to ensure compliance with their established policy, and reviews may be initiated by a school’s governing body, the local superintendent, or a student’s parent or legal custodian.

Questions about this document should be directed to [PPP@La.Gov](mailto:PPP@La.Gov)

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## I. PLACEMENT OF STUDENTS IN KINDERGARTEN AND GRADE 1

### KINDERGARTEN

Beginning with the 2022-2023 school year, the parent or legal guardian of a child who resides in Louisiana and who is age five by September thirtieth of the calendar year in which the school year begins though eighteen shall send the child to a public or nonpublic school, as defined by R.S. 17:236, unless the child's parent or legal guardian opted to defer enrollment of his child in kindergarten pursuant to R.S. 17:151.3 (D) or the child graduates from high school prior to his eighteenth birthday. A child below the age of five who legally enrolls in school shall also be subject to the provisions of this Subpart.

### GRADE 1

Any child admitted to kindergarten pursuant R.S. 17:151.3 (D) shall be eligible to enter first grade upon successful completion of kindergarten and shall have satisfactorily passed an academic readiness screening, provided all other applicable entrance requirements have been fulfilled.

The age at which a child may enter the first grade of any public school at the beginning of the public school session shall be six years on or before September thirtieth of the calendar year in which the school year begins.

Any child transferring into the first grade of a public school from another state and not meeting the requirements herein regarding kindergarten attendance shall be required to pass an academic readiness screening administered by the LEA prior to the time of enrollment for the first grade.

In the space below, please describe any additional placement considerations or policies required by the LEA. Include the names of any required assessments and explain how results will be used.

### KINDERGARTEN

In compliance with ACT 372, any child who meets the age requirement for enrollment in kindergarten will be tested using a nationally recognized screening for readiness. Teaching Strategies Gold will be the screening instrument used to screen students entering kindergarten. The assessment will be administered to all kindergarten students during the first 30 days of school. The results of the screenings will be used by teachers to determine individual instructional needs.

If a student's results on the Teaching Strategies Gold assessment do not indicate kindergarten readiness, the School Building Level Committee (SBLC) will review the initial screening results to determine the most appropriate setting for the student.

Early entry into Kindergarten for students that have been evaluated and identified as gifted in accordance with the Louisiana Department of Education regulations shall be recommended by the Supervisor of Exceptional Student Services to the Superintendent or designee with concurrence of the School Building Level Committee(SBLC), inclusive of the principal, kindergarten teacher(s), parent(s), school counselor, and a member of the Pupil Appraisal staff.

**GRADE 1**

For those students required to pass an academic readiness screening administered by the City of Baker School System (CoBSS), a district-approved benchmark assessment will be administered during the first 30-days of school. Students must show evidence of academic and developmental readiness to confirm placement in first grade. The results of the screening will be used by teachers to determine individual instructional needs.

**II. PROMOTION AND RETENTION OF STUDENTS IN GRADES K, 1, 2, 3, 4, 5, 6, AND 7**

Promotion for students in kindergarten and grades K, 1, 2, 4, and 5

Teachers shall, on an individual basis, determine the promotion of each student according to the local Pupil Progression Plan. Particular emphasis shall be placed upon the student’s proficiency in grade-appropriate skills. Students who have not met the acceptable level of performance may be retained or promoted, but in either case, shall be provided with an expanded academic support plan that adheres to requirements in Section V. Support for Students.

In the space below, please describe any local policies or additional considerations used to determine promotion of students at the end of grades K, 1, 2, 4 and 5.

**KINDERGARTEN**

To be promoted to first grade, evidence of academic readiness should be indicated on the kindergarten report card, and the student must meet state attendance requirements.

Evidence of academic readiness to determine promotion is outlined below:

- Achieve 60% of skills in English Language Arts
- Achieve 60% of skills in Mathematics
- Read on level as determined by end-of-year assessments (DIBELS 8.0)

Each Kindergarten content/skill area as indicated on the report card will be marked with the symbol O, S, N, and U. Only O, S, and N (60% or higher) will be considered a passing score.

Achievement/Grade Indicator	Equivalent Percentage	Achievement Results
O	100% - 90%	Outstanding
S	89% - 80%	Satisfactory
N	79% - 60%	Needs Improvement
U	59% - 0%	Unsatisfactory

- **Outstanding** - Student's academic performance significantly and consistently demonstrates knowledge, application, and mastery of skills and concepts taught to date.
- **Satisfactory** - Student's academic performance meets the expectations of skills and concepts taught to date.
- **Needs Improvement-** Student's academic performance indicates areas of needed



improvement in meeting grade level skills and concepts taught to date.

- **Unsatisfactory** - Student's academic performance is below grade level expectations of skills and concepts taught to date. Progress indicates student may not meet grade level standards by the end of the year.

The City of Baker School System does not recommend retention for kindergarten students. However, retention in kindergarten may be made by the recommendation of the School Building Level Committee (SBLC) and/or parental consent on a case-by-case basis. Potential retentions recommended by the School Building Level Committee (SBLC) must be discussed with parents by the end of the third nine weeks.

In addition, the Louisiana Department of Education's approved universal literacy screener, (Dibels8), will be administered to all Kindergarten through Grade 3 students during the first 30 days of school as well as at mid and end of-year periods.

## **GRADES 1<sup>st</sup> AND 2<sup>nd</sup>**

To be promoted to the next grade, a student must meet state attendance requirements and achieve the minimum course requirement as reflected by passing grades in English/language arts and mathematics. Passing grades in these subjects reflect that the student has earned a minimum of 60% in English/language arts and mathematics relative to grade appropriate skills.

Currently, this promotion process is measured by a quality point system. An annual total of four (4) quality points in each subject (English/language arts and mathematics) must be earned to pass. However, a student may be retained or given promotion requirements by the SBLC if an "F" is earned in both 3<sup>rd</sup> and 4<sup>th</sup> nine weeks in the same subject (English/language arts and mathematics). Potential retentions recommended by the School Building Level Committee(SBLC) must be discussed with parents by the end of the third nine weeks.

The following should be reviewed by the School Building Level Committee with administrative approval for additional and alternative promotional decisions:

- Student meets above average (85%) attendance and student demonstrates academic engagement in approved summer program as evident by the students' academic portfolio and;
- Significant academic improvement is evident (as shown by the student's summer program pre- and post-assessments results) and;
- School Building Level Committee conducts a meeting to make retention/promotional decisions based on a review of multiple sources of student's data and academic portfolio.

In addition, the Louisiana Department of Education’s approved universal literacy screener (Dibels8), will be administered to all Kindergarten through Grade 3 students during the first 30 days of school as well as at mid and end of-year periods.

#### **GRADE 4<sup>th</sup>**

To be promoted to the fifth grade, a student must have (4) four quality points in all four (4) academic subjects of English/language arts, mathematics, science, and social studies. Passing grades in these subjects reflect proficiency in grade appropriate skills. Currently, this proficiency is measured by a quality point system. An annual total of four (4) quality points in each subject (English/Language Arts (ELA), mathematics, science, and social studies) must be earned to pass. However, a student may be retained or given promotion requirements by the SBLC if an “F” is earned in both 3<sup>rd</sup> and 4<sup>th</sup> nine weeks in the same subject (English/Language Arts (ELA), mathematics, science, and social studies). In addition and as an exception, the student may also be retained if he/she earns an F in the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> marking periods in the same subject (English/Language Arts (ELA), mathematics, science, and social studies), but completes the 4<sup>th</sup> marking period with an A, (4-quality points).

- With prior approval of the principal, a student who fails one or two promotional subjects may be considered for promotion to the next grade if he/she attends an approved summer school and passes the subjects failed or by School Building Level Committee if he/she attends a district provided summer program (if available) and demonstrates proficiency in the subject(s) failed.
- A student who fails three (3) or more promotional subjects is ineligible for promotion, unless the student attends summer school and passes two (2) out of three (3) subjects. If (2) two of the (3) three failed subjects are math or English/Language Arts, the student must take math and English/Language Arts.
- Criteria above must be met for promotion. In determining placement, the SBLC shall review the Academic Improvement Plan (IAIP) for all students who have not met an acceptable level of performance and/or scored below Basic on the state test in at least two core academic subject areas. The plan shall continue until the student scores Basic or above in the content area for which the plan is written.

#### **ADDITIONAL CONSIDERATIONS:**

An individual request by a parent or teacher for review of a promotion decision is made at the school level through the principal and/or School Building Level Committee. A request for review of a school-based decision should be submitted in writing to the Supervisor of Accountability, Assessments, and Evaluations and approved by the Superintendent or designee.

If a student scores below Basic in two or more core subjects, an Individual Academic Improvement Plan is required for each of those subjects.

### **THE CITY OF BAKER SCHOOL SYSTEM’S INDIVIDUAL ACADEMIC IMPROVEMENT PLAN (IAIP):**

An IAIP with a focus on literacy proficiency will be written for all 3<sup>rd</sup> grade students who are performing below grade level as indicated on the literacy assessments and for all Grade 4 students who have scored below the “Mastery” achievement level in at least two core academic subjects on LEAP 2025 state assessments.

- The following types of instructional supports are considered for plan development:
  - **High-quality curriculum:** Students are taught with high-quality, on-grade level curriculum that is aligned to Louisiana State Standards and includes built-in instructional supports.
  - **Highly-effective teacher:** Students are placed in the classroom of a teacher rated "Highly Effective" overall or "Highly Effective" on a value-added model or has proven success with teaching students who struggle academically in the past.
  - **Additional in-school support:** Students are provided with additional learning minutes. These minutes should come from available time during the school day using daily targeted small-group intervention and/or before and after school literacy intervention provided by a teacher or tutor with specialized literacy training.
  - **Summer program:** Students are enrolled in a summer program. In that summer program, the student is taught with high-quality, on-grade level curriculum that is aligned to Louisiana State Standards and includes built-in instructional supports.
  - **At-home literacy programs:** Parent and/or legal custodian of students are included in literacy workshops for the student and/or web-based and parent-guided home literacy activities.

#### **Action Step #1: Identify Students:**

Identify students using all available information about student learning and the results/roster provided by the LDOE.

#### **Action Step #2: Engage Family and Create a Plan:**

Engage family at school level to discuss intervention options for the student. Create an individual academic improvement plan in partnership with teacher and family. Parent/legal guardian signs individual academic improvement plan parent/legal guardian agreement form.

#### **Action Step #3: Determine Status:**

Continue individual academic improvement plan until the student meets expectations, and per school system policy, determine final retention or promotion status.

**Attendance Requirement:** All students must meet state attendance requirements. All attendance guidance and protocols for meeting state attendance requirements are subject to the governance and regulations set forth by the City of Baker School System’s Superintendent or designee and Department of Child Welfare and Attendance.

In order to be eligible to receive grades, high school students shall be in attendance a minimum of 30,060 minutes (equivalent to 83.5 six-hour school days) per semester or 60,120 minutes (equivalent to 167 six-hour school days) a school year for schools not operating on a semester basis. To receive Carnegie credit for a course, students must be present for the required time listed in Bulletin 741 Section 2314 B & C. Elementary students shall be in attendance a minimum of 167 days (60,120 minutes) a school year.

A K-8 student accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie: 5 unexcused absences in the first semester and 5 unexcused absences in the second semester. The student will be issued an “F” on their report card.

A student in a high school course accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie, 5 unexcused absences in the first semester and 5 unexcused absences in the second semester.

If a student is retained, the following guidance must be reviewed for promotion considerations. Note: The following should be reviewed by the School Building Level Committee with administrative approval for additional and alternative promotional decisions:

- Student meets above average (85%) attendance and/or misses no more than two (2) days and demonstrates academic engagement in approved summer program as evident by the students’ academic portfolio and;
- Significant academic improvement is evident (as shown by the student’s summer program pre- and post-assessments results) and;
- School Building Level Committee conducts a meeting to make retention/promotional decisions based on a review of multiple sources of student’s data and academic portfolio.

## **GRADE 5<sup>th</sup>**

To be promoted to the next grade, a student must meet state attendance requirements and achieve the minimum course requirements as reflected by passing grades in all four (4) academic subjects of English/language arts, mathematics, science, and social studies. Passing grades in these subjects reflect proficiency in grade appropriate skills. Currently, this proficiency is measured by a quality point system. An annual total of four (4) quality points in each subject (English/language arts, mathematics, science, and social studies) must be earned to pass. However, a student may be retained or given promotion requirements by the SBLC if an “F” is earned in both 3<sup>rd</sup> and 4<sup>th</sup> nine weeks in the same subject (English/language arts, mathematics, science, and social studies).

With prior approval of the principal, a student who fails one or two promotional subjects may be considered for promotion to the next grade if he/she attends a state-approved summer school and passes the subject(s) failed; or by School Building Level Committee if he/she attends a district-provided summer program (if available) and demonstrate proficiency in subject(s) failed.

A student who will be twelve (12) on or before September 30 may be considered for promotion to the next grade by the School Building Level Committee and/or principal. In order for this promotion to take place, the principal of the middle school of which the student will attend must agree to this placement.

If there is not an agreement between the elementary and middle school principals, then the Supervisor of Exceptional Student Services and Supervisor of Accountability, Assessments, and Evaluations will make the final decision on promotion.

#### **ADDITIONAL CONSIDERATIONS FOR STUDENTS IN KINDERGARTEN AND GRADES 1, 2, 4, AND 5**

**Attendance Requirement:** All students must meet state attendance requirements. All attendance guidance and protocols for meeting state attendance requirements are subject to the governance and regulations set forth by the City of Baker School System’s Superintendent or designee and Department of Child Welfare and Attendance.

In order to be eligible to receive grades, high school students shall be in attendance a minimum of 30,060 minutes (equivalent to 83.5 six-hour school days) per semester or 60,120 minutes (equivalent to 167 six-hour school days) a school year for schools not operating on a semester basis. To receive Carnegie credit for a course, students must be present for the required time listed in Bulletin 741 Section 2314 B & C. Elementary students shall be in attendance a minimum of 167 days (60,120 minutes) a school year.

A K-8 student accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie: 5 unexcused absences in the first semester and 5 unexcused absences in the second semester. The student will be issued an “F” on their report card.

A student in a high school course accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie, 5 unexcused absences in the first semester and 5 unexcused absences in the second semester.

If a student is retained, the following guidance must be reviewed for promotion considerations. Note: The following should be reviewed by the School Building Level Committee with administrative approval for additional and alternative promotional decisions:

- Student meets above average (85%) attendance and/or misses no more than two (2) days and

demonstrates academic engagement in approved summer program as evident by the students' academic portfolio and;

- Significant academic improvement is evident (as shown by the student's summer program pre- and post-assessments results) and;
- School Building Level Committee conducts a meeting to make retention/promotional decisions based on a review of multiple sources of student's data and academic portfolio.

If an individual request by a parent or teacher for review of a promotion decision is made at the school level through the principal and/or the School Building Level Committee, a request for review of a school-based decision should be submitted in writing to the Supervisor of Accountability, Assessments, and Evaluations and approved by the Superintendent or designee.

### **PROMOTION AND MANDATORY RETENTION OF STUDENTS IN GRADE 3**

Except for mandatory retention consideration as described below, teachers shall, on an individual basis, determine the promotion of each student according to the local Pupil Progression Plan. Particular emphasis shall be placed upon the student's proficiency in grade-appropriate skills.

Retention will be considered for a student scoring at the lowest achievement level on the state end-of-year literacy screener (DIBELS 8.0) as follows:

- The student shall be provided two additional opportunities to score a higher achievement level on the literacy screener prior to the beginning of the subsequent academic year.
- Any student still scoring at the lowest achievement level after three attempts shall be screened for dyslexia.
- Such a student shall be retained in the third grade unless he is found to meet at least one of the good cause exemptions in Bulletin 1566 – Pupil Progression Policies and Procedures, §701.
- Promotion on the basis of good cause exemption is subject to the consent of the parent, principal, and superintendent.
- The Student Information System (SIS) must reflect the promotion and the good cause exemption under which promotion was determined.
- Students promoted for good cause shall be provided an expanded academic support plan (see [Section V. Support for Students](#)).
- Students retained in third grade pursuant to this requirement shall be provided an expanded academic support plan, 90 minutes of daily reading instruction, and 30 minutes of daily reading intervention.

The LDOE will provide to each LEA a roster of third grade students who have been identified for the purposes of this section. Such a roster will assist the LEA in making final determinations relative to students' required plans.

- The decision to retain a student as a result of his/her failure to achieve the standard on the LEAP shall be made by the LEA in accordance with this pupil progression plan.

- The expanded academic support plan shall continue to be in effect until such time as the student achieves a score of “Mastery” in each of the core academic subjects that initially led to the development of the student’s individual plan.

In the space below, please describe any local policies or additional considerations used to determine promotion of students at the end of grade 3.

### GRADE 3<sup>rd</sup>

To be promoted to the next grade, a student must meet state attendance requirements and achieve the minimum course requirement as reflected by passing grades in English/language arts and mathematics. Passing grades in these subjects reflect proficiency in grade appropriate skills. Currently, this proficiency is measured by a quality point system. An annual total of four (4) quality points in each subject (English/language arts and mathematics) must be earned to pass. However, a student may be retained or given promotion requirements by the SBLC if an “F” is earned in both 3<sup>rd</sup> and 4<sup>th</sup> nine weeks in the same subject (English/Language Arts (ELA) and mathematics). Potential retentions recommended by the School Building Level Committee (SBLC) must be discussed with parents by the end of the third nine weeks.

Attendance Requirement: All students must meet state attendance requirements. All attendance guidance and protocols for meeting state attendance requirements are subject to the governance and regulations set forth by the City of Baker School System’s Superintendent or designee and Department of Child Welfare and Attendance.

In order to be eligible to receive grades, high school students shall be in attendance a minimum of 30,060 minutes (equivalent to 83.5 six-hour school days) per semester or 60,120 minutes (equivalent to 167 six-hour school days) a school year for schools not operating on a semester basis. To receive Carnegie credit for a course, students must be present for the required time listed in Bulletin 741 Section 2314 B & C. Elementary students shall be in attendance a minimum of 167 days (60,120 minutes) a school year.

A K-8 student accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie: 5 unexcused absences in the first semester and 5 unexcused absences in the second semester. The student will be issued an “F” on their report card.

A student in a high school course accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie, 5 unexcused absences in the first semester and 5 unexcused absences in the second semester.

If a student is retained, the following guidance must be reviewed for promotion considerations. Note: The following should be reviewed by the School Building Level Committee with administrative approval for additional and alternative promotional decisions:

- Student meets above average (85%) attendance and/or misses no more than two (2) days and demonstrates academic engagement in approved summer program as evident by the students’ academic portfolio and;
- Significant academic improvement is evident (as shown by the student’s summer program pre-

and post-assessments results) and;

- School Building Level Committee conducts a meeting to make retention/promotional decisions based on a review of multiple sources of student’s data and academic portfolio.

In addition, the Louisiana Department of Education’s approved universal literacy screener (Dibels 8), will be administered to all Kindergarten through Grade 3 students during the first 30 days of school as well as at mid and end of-year periods.

## **PROMOTION OF STUDENTS IN GRADES 6 AND 7**

Teachers shall, on an individual basis, determine the promotion of each student according to the local Pupil Progression Plan. Particular emphasis shall be placed upon the student’s proficiency in grade-appropriate skills.

In the space below, please describe any local policies or additional considerations used to determine promotion of students at the end of grades 6 and 7.

### **GRADES 6<sup>th</sup> AND 7<sup>th</sup>**

To be promoted to the next grade, a student must meet state attendance requirements and achieve the minimum course requirements as reflected by passing grades in all four (4) academic subjects of English/Language Arts (ELA), mathematics, science, and social studies. Passing grades in these subjects reflect proficiency in grade appropriate skills. Currently, this proficiency is measured by a quality point system. An annual total of four (4) quality points in each subject (English/Language Arts (ELA), mathematics, science, and social studies) must be earned to pass. However, a student may be retained or given promotion requirements by the SBLC if an “F” is earned in both 3<sup>rd</sup> and 4<sup>th</sup> nine weeks in the same subject (English/Language Arts (ELA), mathematics, science, and social studies).

With prior approval of the principal, a student who fails one or two promotional subjects may be considered for promotion to the next grade if he/she attends a state-approved summer school and passes the subject(s) failed or by SBLC if he/she attends a district-provided summer program (if available) and demonstrates proficiency in the subject(s) failed.

With prior approval of the principal, a student who fails three (3) promotional subjects may be considered for promotion by attending a state approved summer school or by SBLC if he/she attends a district provided summer program (if available) for two (2) of the failed subjects. If (2) two of the (3) three failed subjects are math or English/Language Arts, the student must take math and English/Language Arts. If the student passes the two courses in the state approved summer school or shows proficiency in the two courses in the district provided summer school (if available), the student will be assigned to the higher grade level and may be scheduled into an additional academic subject (English/Language Arts (ELA), mathematics, science, and social studies) in lieu of physical education to complete the course requirements for the subject failed (Ex., Mathematics 7, Science 7, Social Studies 7, and Mathematics 6).



If a student fails sixth and/or seventh grade twice or two or more years behind in grade level placement, the student will be referred to the School Building Level Committee for appropriate remediation. Students failing during the school year should be discussed during School Building Level Committee meetings. All retained students are referred to the SBLC the following year prior to September 30<sup>th</sup> for review and/or revisions. During the SBLC meeting, the student will be provided an individual academic improvement plan.

### **III. PROMOTION AND SUPPORT OF STUDENTS IN GRADE 8 AND HIGH SCHOOL CONSIDERATIONS**

#### **REGULAR GRADE 8 PROMOTION**

Eighth grade students shall score at least at the “Basic” achievement level in either English language arts or mathematics and “Approaching Basic” in the other subject in order to be promoted to the ninth grade. Students who do not meet the promotion standard after taking the eighth grade state assessments may be placed on a high school campus in the transitional ninth grade. For any student who recently completed the eighth grade and is transferring into the LEA from another state or country, the LEA shall review the student’s academic record to determine appropriate placement in ninth grade or transitional ninth grade. Such placement shall occur no later than October 1 of each school year.

#### **GRADE 8 PROMOTION WAIVERS**

An LEA, through its superintendent, may grant a waiver on behalf of individual students who are unable to participate in LEAP testing or unable to attend LEAP summer remediation, including summer remediation required for placement in transitional ninth grade, because of one or more of the following extenuating circumstances as verified through appropriate documentation:

- Physical Illness—appropriate documentation must include verification that the student is under the medical care of a licensed physician for illness, injury, or a chronic physical condition that is acute or catastrophic in nature. Documentation must include a statement verifying that the illness, injury, or chronic physical condition exists to the extent that the student is unable to participate in remediation.
- Custody Issues—certified copies of the court-ordered custody agreements must be submitted to the LEA at least ten school days prior to summer remediation

#### **TRANSITIONAL 9<sup>TH</sup> GRADE**

Any first-time eighth grade student who does not meet the passing standard set forth in BESE Bulletin 1566, §703, and any student not eligible for any waiver pursuant to §707 of the bulletin, after completing summer remediation, may be placed on a high school campus in transitional ninth grade.

LEAs shall follow the guidelines set forth in §703 to determine, based on evidence of student learning, whether eighth grade students may be promoted to the ninth grade or placed on a high school campus in

transitional ninth grade. The percentage of an LEA's eighth graders placed in transitional ninth grade is expected to remain stable over time. In the event that the percentage of an LEA's eighth graders placed in transitional ninth grade exceeds the percentage of eighth graders in that LEA eligible for transitional ninth grade at the conclusion of the prior school year, the local superintendent of that LEA shall provide a written justification to the state superintendent.

The initial decision to place a student in the transitional ninth grade or to retain a student in the eighth grade shall be made by the school in which the student is enrolled in the eighth grade, in consultation with the student's parents.

The LEA shall admit transitional ninth grade students, subject to any admissions requirements approved by the school's governing authority or charter authorizer.

For any student who recently completed the eighth grade from another state or country and is transferring into the LEA after summer remediation has taken place, the LEA shall review the student's academic record to determine appropriate placement in ninth grade or transitional ninth grade. Students placed in the transitional ninth grade shall complete the remediation program offered by the LEA. Such placement shall occur no later than October 1 of each school year.

After one full year of transitional ninth grade, students shall be included in the ninth-grade graduation cohort for high school accountability purposes.

Students enrolled in transitional ninth grade shall receive appropriate academic support in any subjects in which they did not score at or above proficient, as determined by BESE. A plan outlining such academic support shall be included in the student's individual graduation plan (IGP). Progress pursuant to such specified academic support shall be reviewed at least once throughout the school year in order to determine effectiveness and any needed adjustments.

To be promoted at the end of eighth grade, a student must have a passing final average in all four (4) academic subjects of English/Language Arts (ELA), mathematics, science, and social studies. Passing grades in these subjects reflect proficiency in grade appropriate skills. Currently, this proficiency is measured by a quality point system. An annual total of four (4) quality points in each subject (English/Language Arts (ELA), mathematics, science, and social studies) must be earned to pass.

However, a student may be retained or given promotion requirements by the SBLC if an "F" is earned in both 3<sup>rd</sup> and 4<sup>th</sup> nine weeks in the same subject (English/Language Arts (ELA), mathematics, science, and social studies).

With prior approval of the principal, a student who fails one or two promotional subjects may be considered for promotion to the T9 program or ninth grade (contingent on state test results) if he/ she attends a state-approved summer school and passes the subject(s) failed or by the School Building Level Committee if he/she attends a district provided summer program and demonstrates proficiency in subject(s) failed.

**Attendance Requirement:** All students must meet state attendance requirements. All attendance guidance and protocols for meeting state attendance requirements are subject to the governance and

regulations set forth by the City of Baker School System’s Superintendent or designee and Department of Child Welfare and Attendance.

In order to be eligible to receive grades, high school students shall be in attendance a minimum of 30,060 minutes (equivalent to 83.5 six-hour school days) per semester or 60,120 minutes (equivalent to 167 six-hour school days) a school year for schools not operating on a semester basis. To receive Carnegie credit for a course, students must be present for the required time listed in Bulletin 741 Section 2314 B & C. Elementary students shall be in attendance a minimum of 167 days (60,120 minutes) a school year.

A K-8 student accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie: 5 unexcused absences in the first semester and 5 unexcused absences in the second semester. The student will be issued an “F” on their report card.

A student in a high school course accumulating more than 5 unexcused absences in a semester course or 10 unexcused absences in a year-long course will NOT receive credit for the course: ie, 5 unexcused absences in the first semester and 5 unexcused absences in the second semester.

### **ADDITIONAL CONSIDERATIONS**

An individual request by a parent or teacher for review of a promotion decision is made at the school level through the principal and/or the School Building Level Committee. A request for review of a school-based decision should be submitted in writing to the Supervisor of Accountability, Assessments, and Evaluations and approved by the Superintendent or designee.

### **TRANSITIONAL NINTH GRADE**

During the summer between the end of the eighth-grade year and the beginning of the student's Transitional Ninth Grade year, sending and receiving schools will collaborate with each other and the district to plan to support the needs of each student being placed in Transitional Ninth Grade. There are many forms of support that may be beneficial to meeting the individual needs of Transitional Ninth Grade students. One possible example for accomplishing this is the creation of a support team.

Similar to planning for student supports, sending and receiving schools will collaborate with each other and the district to plan the student's academic pathway during the summer between the end of the eighth-grade year and the beginning of the student's Transitional Ninth Grade year. Decisions concerning a student's pathway must be made on an individual basis taking into account the previous guidance to determine the most beneficial pathway for each student.

## HIGH SCHOOL PROMOTION AND TRANSITION CONSIDERATIONS

**Instructional Minutes:** When awarding credit based on instructional time, LEAs shall provide a minimum of 7,965 instructional minutes for one Carnegie credit, and students shall be in attendance for a minimum of 7,515 minutes. In order to grant one-half Carnegie credit, LEAs shall provide a minimum of 3,983 instructional minutes, and students shall be in attendance for a minimum of 3,758 minutes.

**Individual Graduation Planning:** By the end of the eighth grade, every student (with the assistance of his parent or other legal custodian and school guidance personnel, counselor) or IEP team (when applicable) shall begin to develop an [Individual Graduation Plan](#) (IGP). An IGP guides the next academic year's coursework, assisting students in exploring educational and career possibilities and in making appropriate secondary and postsecondary education decisions as part of an overall career/post secondary plan.

**Financial Aid Planning:** The [linked memorandum](#) outlines the updated FAFSA policy BESE approved at its March 2024 meeting, a repeal of the policy requiring graduating seniors to complete steps related to the Free Application for Federal Student Aid (FAFSA) application. This policy change will be effective starting with the graduation cohort of 2024-2025 and does not remove the requirement of local education agencies (LEAs) to provide students and their parents or guardians with information regarding financial aid programs to support postsecondary education and training. LEAs must ensure that each student receives adequate support in completing and submitting an application for financial aid. However, a student action related to FAFSA completion will not be required. An updated parent and student financial aid planning toolkit will be made available to school systems. Please contact [ldefinancialaid@la.gov](mailto:ldefinancialaid@la.gov) with questions.

**Early Graduation:** Each LEA shall develop an early graduation program allowing students to accelerate their academic progress, complete all state graduation requirements, and receive a high school diploma in less than four years.

- The early graduation program may include distance education (§2326), dual enrollment (§2327), and Carnegie credit and credit flexibility (§2314).
- LEAs shall not have any policies or requirements that would prevent students from graduating in less than four years.

## CREDIT RECOVERY COURSES AND UNITS

1. Beginning in 2020-2021, the LEA credit recovery program and policy will be included in the local pupil progression plan submitted to LDE.
2. Students may earn a maximum of seven credit recovery units that may be applied towards diploma graduation requirements and no more than two Carnegie units annually. The school system must annually report to LDE the rationale for any student:
  - a. receiving more than two credit recovery credits annually; and/or
  - b. applying more than seven total credit recovery Carnegie units towards graduation requirements.

3. Students earning Carnegie credits in a credit recovery course must have previously taken and failed the field. Previously attempted coursework is considered an academic record and must be recorded on the official transcript.
4. Completed credit recovery courses must be recorded and clearly labeled on the official transcript.
5. Students enrolled in credit recovery courses are not required to meet the instructional minute requirements found in §333.A of this Part.
6. Credit recovery courses must be aligned with state content standards and include a standard aligned pre-assessment to identify unfinished learning and a standard aligned post-assessment to demonstrate course proficiency for content identified as non-proficient.
7. Credit recovery courses taught in a classroom setting using online courses designed for credit recovery must have an assigned certified Louisiana teacher of record or certified teacher of record recognized through a state reciprocity agreement facilitating the instruction.
8. The end-of-course exam weight in a student’s final grade determined by the LEA must be the same for a traditional course and a credit recovery course. Students who have previously passed the end-of-course exam, but have failed the course, may choose to retain the previous end-of-course exam score in lieu of participating in an additional administration of the exam.

## **NCAA Update**

Nontraditional courses are taught online or through distance learning, hybrid/blended, independent study, individualized instruction, correspondence or similar means.

Generally, for a nontraditional course to count as an NCAA-approved core course, it must meet all of the following requirements:

- The course must meet all [requirements for an NCAA-approved core course](#).
- All students in the course must have regular instructor-led interaction for the purpose of instruction, evaluation and assistance for the duration of the course. This may include, for example, exchanging emails between the student and teacher, online chats, phone calls, feedback on assignments and the opportunity for the teacher to engage the student in individual or group instruction.
- The course must have a defined time period for completion. For example, it should be clear how long students are required to be enrolled and working in the course and how long a school would permit a student to work on a single nontraditional course.
- Student work (e.g., exams, papers, assignments) must be available for evaluation and validation.
- The course should be clearly identified as nontraditional on the student’s official high school transcript.

A nontraditional course may not be approved for any of the following reasons:

- Does not have teacher-based instruction.
- Does not require regular and ongoing instructor-led interaction between the student and teacher.
- Does not require students to complete the entire course.
- Does not prepare students for four-year college class work.
- Does not have official student grade records.
- Does not meet NCAA core-course requirements.

Note: See Nontraditional Courses (NCAA Bylaw 14.3.1.2.2) for a [complete list of requirements](#).

If a nontraditional course or program at your school/district has not yet been reviewed by the NCAA, please contact Eligibility Center Customer Service staff at 877-622-2321, 8:30 a.m. to 5:00 p.m. Eastern time Monday-Friday to begin the review process. For information on how COVID-19 has impacted nontraditional and online classes, visit [on.ncaa.com/COVID19\\_Spring2023](https://on.ncaa.com/COVID19_Spring2023).

### **CREDIT RECOVERY PROGRAMS**

Many high schools offer credit recovery or credit retrieval programs for students to receive credit for a course they previously failed.

These courses are also reviewed by the High School Review staff. For a credit recovery program to be approved, the courses must meet the following requirements:

1. The courses must meet NCAA core-course requirements and, in some instances, nontraditional course requirements.
2. The high school must follow its credit recovery policies, regardless if the student is an athlete. The Eligibility Center may request the high school's policy, if necessary.
3. Repeated courses must be substantially comparable, qualitatively and quantitatively, to the previously attempted course.

Information for school administrators

If a nontraditional course or program at your school has not yet been reviewed by the NCAA, please contact the [NCAA Eligibility Center](#) to begin the review process.

In the space below, please describe any local policies or additional considerations used to ensure that online classes meet NCAA requirements.

### **COMPONENTS AND REQUIREMENTS OF THE EARLY GRADUATION PROGRAM:**

Appropriate completion of high school shall not be withheld from a student if the student has met all academic and attendance requirements. However, students must earn all required credits with appropriate documents signed by parents confirming an approved pathway to completion as outlined in graduation requirements (Bulletin 741) at the time of graduation. If all state graduation requirements have been met, the student shall be afforded the opportunity to earn their diploma and graduate early if they so choose.

In order to encourage and facilitate early graduation of students seeking such completion, the district’s policies have been modified to reflect the following for early graduation:

- High School credits earned during the middle school years will be counted in the credits required for high school graduation.

The district will allow reasonable access to the following:

- Transference of credit from accredited/approved schools
- Dual Enrollment articulation from accredited/district approved post-secondary schools
- Hybrid and distance learning courses from an approved District and LDOE course provider in accordance with the pupil progression plan policies, ie: Edgenuity’s Credit Recovery.

Early Graduation Plans:

- Principal/School Leader approval will be required for courses completed through distance learning and dual enrollment.
- Consideration for early graduation will be made after a student has attended a minimum of two years of high school
- Before early graduation will be considered, the student, parent,guardian and/or custodian along with the school counselor shall meet to discuss the student’s progress and determine what is in the student’s best interest.
- The early graduation decision must be documented on the Individual Graduation Plan (IGP) and supporting documentation should include evidence of the student and parent/guardian meeting.
- Students may take multiple courses during an academic year towards early graduation as approved by the Principal/School Leader; however, these courses must be successfully completed, one-at-a time.

**EARNED CARNEGIE UNITS OF CREDIT**

In order to be promoted from one grade classification to another in any type of schedule (4X4, AB Block, six-period day, seven-period day, etc.) a student must have earned Carnegie units of credit, as follows:

<b>PROMOTION</b>	
Grade Classifications (From - To)	Total Earned Carnegie Units of Credit
9	0 - 5.5 Carnegie Units
10	6 -11.5 Carnegie Units
11	12 - 16.5 Carnegie Units
12	17 or more Carnegie Units

- In order to be classified as a 12<sup>th</sup> grader, a student must be able to meet all state and diploma requirements for graduation in the spring of the academic year. Proficiency is required in all course work attempted. Currently this proficiency is measured by a quality point system

equating to letter grades.

- In order to pass a course, students must earn a minimum of a 1.0 average. Averages of less than 1.0 may not be rounded up to attain a 1.0 average.
- For courses lasting one marking period, the letter grade the student earns for the marking period will become the student's final average for the courses. (e.g., 4X4 Block Schedule - half credit courses)

Carnegie unit courses offered in the City of Baker School System are either half credit or full credit courses. If a student is unsuccessful in a half credit or full credit course(s), he/she may be rescheduled in that course if the school's master schedule allows. In order to receive credit for any Carnegie unit course, students must meet both the grading and attendance requirement. Students who fail either half of a full credit Carnegie unit course must validate the half failed in order to receive the full credit; this can be accomplished during summer school or through a computer-based state approved credit recovery program during the school year, if scheduling permits.

In addition to completing the required Carnegie units, students must pass the required assessments to earn a standard high school diploma.

**Graduation Participation Policy:**

To be eligible for graduation and to participate in the graduation ceremony, students must meet all graduation requirements outlined in Bulletin 741 for the diploma pursued.

**LEAP 2025 HIGH SCHOOL GRADING REQUIREMENTS**

Students enrolled in a course for which there is a LEAP 2025 High School test must take the test (Bulletin 741, Section 2318). The LEAP 2025 High School test score shall count as a percentage of the student's final grade for the course. The percentage must be between 15 and 30 percent inclusive and shall be determined by the local district. The LDOE provides conversion tables to help districts factor the LEAP 2025 High School test scores into the final course grade.



The following table shows the relationship among LEAP 2025 achievement levels, scale scores, grade scale scores based on the uniform grading scale (93, 85, 75, 67, 0), and the corresponding letter grade. The City of Baker School System will apply fifteen (15%) percent of the student's High School LEAP 2025 test score toward the student's final grade for the course.

LEAP 2025 High School Tests Scale Score to Grade Scale Conversion Tables

	LEAP 2025 Achievement Level	LEAP 2025 Scale Score	Grade Scale Score	Grade
Algebra I	Advanced	805-850	93-100	A
	Mastery	750-804	85-92	B
	Basic	725-749	75-84	C
	Approaching Basic	700-724	67-74	D
	Unsatisfactory	650-699	0-66	F
English I	Advanced	791-850	93-100	A
	Mastery	750-790	85-92	B
	Basic	725-749	75-84	C
	Approaching Basic	700-724	67-74	D
	Unsatisfactory	650-699	0-66	F
Geometry	Advanced	783-850	93-100	A
	Mastery	750-782	85-92	B
	Basic	725-749	75-84	C
	Approaching Basic	700-724	67-74	D
	Unsatisfactory	650-699	0-66	F
English II	Advanced	794-850	93-100	A
	Mastery	750-793	85-92	B
	Basic	725-749	75-84	C
	Approaching Basic	700-724	67-74	D
	Unsatisfactory	650-699	0-66	F
US History	Advanced	774-850	93-100	A
	Mastery	750-773	85-92	B
	Basic	725-749	75-84	C
	Approaching Basic	711-724	67-74	D
	Unsatisfactory	650-710	0-66	F
Biology	Advanced	772-850	93-100	A
	Mastery	750-771	85-92	B
	Basic	725-749	75-84	C
	Approaching Basic	707-724	67-74	D
	Unsatisfactory	650-706	0-66	F

The attached tables show the corresponding grade scale score for each LEAP 2025 scale score. Each LEAP 2025 High School test scale score is mapped onto a grade scale score within each of the LEAP 2025 achievement level ranges. The following is an example of how the conversion tables are used to calculate the student's final course grade:

Dana earned 89% in her Algebra I coursework and had a scale score of 768 on her LEAP 2025 Algebra I test which placed her in the Mastery achievement level. The LEAP 2025 High School tests count for 20% of the final course grade in her district. According to the conversion table for Algebra I on page 3, her LEAP 2025 scale score 768 translates into a grade scale score of 87. Her final course percentage is  $87 \times 0.20 + 89 \times 0.80 = 88.6$ , which is a B.

#### IV. PLACEMENT OF TRANSFER STUDENTS

- The local school board shall establish written policies for the placement of students transferring from all other systems and home schooling programs (public, nonpublic, both in and out-of-state, and foreign countries).
- Students in grades 5 and 9 transferring to a public school from any in-state nonpublic school (state-approved and not seeking state approval), any approved home study program, or Louisiana resident transferring from any out-of-state school, shall be administered the English language arts and mathematics portions of the LEAP placement test. Students who have scored below the “basic” achievement level shall have placement and individual academic support addressed in the same manner as non-transfer students in accordance with §701 and §703.
- Any child transferring into the first grade of a public school from out of state and not meeting the requirements for kindergarten attendance shall be required to pass an academic readiness screening administered by the school system prior to the time of enrollment for the first grade, in accordance with the state law.

In the space below, please describe any additional considerations or local policies related to placement of transfer students.

#### TRANSFERRING STUDENTS

- Transferring students must present an official withdrawal form and any disciplinary records from the school from which they are leaving in order to register at the new school.
- Transferring students must show proof of residency within the City of Baker School System.
- The parent/legal guardian of the transferring student should sign a release form indicating legal permission to release student records from the school last attended
- When a student transfers, the student must provide verification of residence and proof of guardianship (i.e., birth certificate, court custody assignments, and state assigned guardianship).
- A properly certified transcript will be required with the student's record of attendance, levels of achievement, history of immunization, and units of credits earned.

- Evaluation information for exceptional students transferring from another school system shall be reviewed by Pupil Appraisal and the Supervisor of Exceptional Student Services.

The school's designated registrar will provide the parent/guardian with information on registration policies, procedures, student placement, and testing policy.

### **TRANSFERS FROM A STATE-APPROVED SCHOOL (PUBLIC/NON-PUBLIC)**

- A transferring student entering grades 4, 6, 7, or 8 is not required to take a placement test before enrolling in these grade levels. Students will be placed according to the grade level attained from the previous system.
- If the transferring student has not taken the state test, he/she will have to take and pass the English Language Arts and Mathematics portions of the state placement test before he/she can enroll in 5<sup>th</sup> or 9<sup>th</sup> grade.

### **THE FOLLOWING RULES APPLY FOR TRANSFER STUDENTS ENTERING GRADES 10, 11, OR 12:**

- Is not required to take the LEAP 2025 High School assessment for courses he or she has already successfully completed for Carnegie credit.
- Shall be required to take the LEAP 2025 High School assessment for courses he or she previously took but did not pass.
- May choose to take a LEAP 2025 High School assessment for a course he or she already successfully completed if he/she scored Unsatisfactory on an LEAP 2025 High School assessment in another course and the student must pass the LEAP 2025 High School assessment for one of the LEAP 2025 High School assessment pairs to meet the Louisiana Department of Education's graduation requirements.
- Students, who are receiving special education in one school system in Louisiana and transfer to the City of Baker School System, will be placed in an appropriate class setting within (5) five days after enrollment and/or (5) five days after receiving jurisdiction of the student's IEP in SER (Special Education Reporting) system.

### **APPROVED OUT-OF-STATE SCHOOL (PUBLIC/NONPUBLIC)**

Students entering grades 4, 6, 7, or 8 from an approved out of state public/nonpublic or out of country school may not be required to take the placement test before enrolling in these grade levels. Students will be placed according to the grade level attended from the out of state/country system as identified on an official academic transcript. The transferring student will be allowed credit for work completed in the previous school.

If the transferring student has not taken the state test, he/she will have to take and pass the English Language Arts and Mathematics portions of the state placement test before he/she can enroll in 5<sup>th</sup> or 9<sup>th</sup> grade.

### **HOME STUDY AND UNAPPROVED SCHOOL (PUBLIC/NONPUBLIC) GRADES 4-9**

Students entering grades 4, 6, 7 or 8 from an unapproved school must take and pass a placement test before enrolling in these grade levels.

Students entering 5<sup>th</sup> or 9<sup>th</sup> grade:

- If the transferring student has not taken the state test, he/she will have to take and pass the English Language Arts and Mathematics portions of the state placement test before he/she can enroll in 5<sup>th</sup> or 9<sup>th</sup> grade.

### **HOME STUDY AND UNAPPROVED SCHOOL (PUBLIC/NONPUBLIC) GRADES 10-12**

Students entering grades 10, 11, or 12 will be screened with a proficiency exam to determine general level student achievement according to the following criteria:

- If the parent provides extensive documentation of a sustained curriculum during home study in the identified subject area for which a Carnegie unit is being requested, then the student will be administered the appropriate Carnegie unit proficiency exam to determine if Carnegie units can be awarded for each of the subjects taught during home study.
- The principal shall request the proficiency examination from the appropriate central office unit. High school placement is determined by the number of Carnegie units as evidenced by the results of proficiency exams.

- After the student has demonstrated a passing score on the proficiency examination, then the course title earned shall be entered on the Certificate of High School Credits (transcript). Minimum proficiency standards must be indicated in the remarks column designated as a "P" for passing (proficiency grades are not included in GPA calculations). The school issuing the high school diploma must account for all credits required for graduation and document when and where this credit was earned.
- The student shall not be allowed to take proficiency examinations in courses previously completed in high school or at a level below that which the student has completed.
- The student shall not be allowed to take proficiency examinations in art, music, health, or physical education.
- If the parent is unable to provide extensive documentation of a sustained curriculum during home study in the identified subject area for which a Carnegie unit is being requested, the student will not be administered the proficiency exam and the student will be admitted as a freshman (9<sup>th</sup> grade).

**V. SUPPORT FOR STUDENTS  
UNIFORM GRADING POLICY**

LEAs shall use the following uniform grading system for students enrolled in all grades K-12 for which letter grades are used.

Grading Scale for Regular Courses	
Grade	Percentage
A	100-90
B	89-80
C	79-70
D	69-60
F	59-0

## SCHOOL YEAR SUPPORT

Each LEA shall identify students in kindergarten through fifth grade who fail to achieve mastery in reading or math. Such students shall be provided with an expanded academic support plan that adheres to the following requirements:

- For students in kindergarten through third grade, the school shall convene a meeting with the student's parent or legal custodian, teachers of core academic subjects, and specialized support personnel, as needed, to review the student's academic strengths and weaknesses relative to literacy or mathematics, discuss any other relevant challenges, and formulate a plan designed to assist the student in achieving proficiency.
- All participants shall sign the documented plan, using a template provided by the department, and shall meet to review progress at least once before the next administration of the LEAP assessment.
- Students not meeting performance expectations in literacy shall be provided with focused literacy interventions and support based on the science of reading designed to improve foundational literacy. Students not meeting performance expectations in mathematics shall be provided with focused mathematics interventions and support designed to improve foundational numeracy or mathematics skills.
- The student shall be identified as requiring an expanded academic support plan in the state Student Information System (SIS).
- The student shall be afforded the opportunity to receive on-grade-level instruction during the summer. For students not meeting performance expectations in literacy, summer instruction must include focused literacy interventions based on the science of reading.
- A plan for a student may include the following specific student supports according to local policy: high-dosage tutoring, placement with a highly effective teacher, daily targeted small-group interventions, before and after school intervention provided by a teacher or tutor with specialized literacy or numeracy training, and at-home programs that include workshops for the parents and legal guardians of students, web-based or parent-guided home activities, and summer learning opportunities. For students below proficiency not placed with a highly effective teacher, high-dosage tutoring must be included in the plan. The expanded academic support plan may serve as the individual reading improvement plan and individual numeracy improvement plan pursuant to R.S. 17:24.10 .
- The Department may audit a random sampling of students identified as needing an expanded academic support plan in each local education agency each year.

## SUMMER REMEDIATION

LEAs shall continue to offer summer remediation pursuant to R.S. 17:401.12 and Bulletin 1566. The LEA will provide transportation to and from the assigned remediation summer site(s) from, at a minimum, a common pick-up point. Students with disabilities attending summer remediation will receive special support as needed.

## **VI. LITERACY SUPPORT STANDARD FOR GRADES KINDERGARTEN-3**

- Beginning with the 2022-2023 school year and every year thereafter, each local education agency shall identify all students in kindergarten, first, second, and third grade who score below grade-level on the literacy assessment.
  
- The school shall notify the parents or legal custodian of students identified in writing regarding the student’s performance within 15 days of identification. Such notification shall:
  - Provide information on activities that can be done at home to support the student’s literacy proficiency.
  - Provide information about support and interventions that will be provided by the school to support the student’s literacy proficiency.
  - Provide a timeline for updates as a result of progress monitoring that includes a middle-of-year and end-of-year update.
  - Provide information about the importance of being able to read proficiently by the end of the third grade.
  
- The school shall provide mid-year and end-of-the-year updates to the parent or legal custodian of students identified as scoring below grade level on a beginning-of-year or mid-year administration of the literacy screener.

## **VII. PROMOTION AND PLACEMENT OF CERTAIN STUDENT POPULATIONS**

### **STUDENTS WITH DISABILITIES**

- Students with disabilities attending summer remediation shall receive special support as needed.
  
- IEP teams shall determine promotion to the next grade level for a student with a disability who fails to meet state or local established performance standards for the purposes of promotion. Such determination shall be made only if, in the school year immediately prior to each grade level in which the student would otherwise be required to demonstrate certain proficiency levels in order to advance to the next grade level, the student has not otherwise met the local requirements for promotion or has not scored at or above the basic achievement level on the English language arts or mathematics components of the required state assessment and at or above the approaching basic achievement level on the other (Bulletin 1530 §403). IEP determinations regarding promotion to the fourth grade for students must be in accordance with Bulletin 1566 §701.

### **ENGLISH LEARNERS**

- The requirements of Title VI of the Civil Rights Act of 1964 are as follows:
  - Establish procedures to identify language minority students.
  - Establish procedures to determine if language minority students are Limited English Proficient.
  - Establish procedures for age-appropriate placement and determine the specialized language services or program the district will use to address the linguistic and cultural needs of the Limited English Proficient student.
- Limited English Proficient (LEP) students shall participate in the statewide assessments pursuant to Bulletin 118 - Statewide Assessment Standards and Practices. Increasing the expectations for the academic content that students must master in grades K-12 requires a parallel increase in expectations for English language acquisition.
  - Establish procedures to monitor former Limited English Proficient students for two years.
  - Ensure that no LEP student shall be retained solely because of limited English proficiency.
- Decisions regarding promotion of English learners to the fourth grade must be in accordance with Bulletin 1566 §701.

In the space below, please describe any local policies or additional considerations related to the promotion and placement of students with disabilities, English learners, or other student populations.

**Uniform Grading Policy With Assigned Quality Points**

Grading Scale for Regular Courses		
Grade	Percentage	Quality Points
A	100-90	4
B	89-80	3
C	79-70	2
D	69-60	1
F	59-0	0



Grading Scale for Gifted, Honors, Dual Enrollment, and Advanced Placement		
Grade	Percentage	Quality Points
A	100-90	5
B	89-80	4
C	79-70	3
D	69-60	1
F	59-0	0

### STUDENTS WITH DISABILITIES

- Alternative pathways may be available for promotion and placement for students with disabilities.
- Students with disabilities attending summer remediation will receive instructional support as defined within the student's Individualized Education Plan (IEP).

### ENGLISH LEARNERS

- Each student entering the City of Baker School System for the first time must complete the Home Language Survey (HLS). This completed survey is the official language screening form and must be kept in the student's cumulative folder.
- Any student whose Home Language Survey (HLS) indicates a primary or home language other than English, regardless of whether or not the student speaks English, is offered language support services. The student is identified as an English Language Learner and the English Language Proficiency Screener (ELPS) is completed. All domains of English are assessed: listening, speaking, reading, and writing.
- English Language Learner status and proficiency level are determined and the student is categorized as Non-Proficient, Approaching Proficiency or Proficient in English. All English Language Learners are offered English Second Language Program participation.

- Students who are identified as non-English speakers or English Language Learners shall be offered Specialized language services which address their instructional needs in acquiring the English Language and academic content.

### **SPECIALIZED LANGUAGE SERVICES REFUSALS**

If a parent refuses the alternative language program (ESL), the child will be placed in his or her district school in the general program. The English Learners (EL) Accommodation Plan form is completed by the teacher, English Second Language Teacher, student, and parent within the first 30 days of school. The child will receive appropriate accommodations and supports. Students who refuse services will continue to be federally identified as an English Language Learner (ELL) and are required by the state of Louisiana to take the annual English Language Proficiency Test (ELPT) which measures the student's English language proficiency and is a determining factor in his/her exit status the following school year.

### **MONITORING OF EXITED STUDENTS**

At the beginning of each school year, the English Second Language Office will inform schools of all former English Language Learners who have met the state exiting criteria and are now in Monitor Year One (M1) or Monitor Year Two (M2). M1 and M2 students' academic achievement is monitored by the school lead English Second Language Teacher, core teachers, and guidance office. The team will meet to determine if further services are required for the exited student's success. If, and/or when, any exited English Language Learner shows signs of academic distress, the school isto reconnect them with the English Second Language Teacher for continued support.

### **RECLASSIFICATION**

A student exited from the program may be re-enrolled in an English Second Language Program if evidence indicates that the student is not academically successful.

## **VIII. ALTERNATIVE EDUCATION PLACEMENTS**

Alternative schools/programs serve students who are not succeeding in the traditional educational setting and offer a venue that aids in preventing these students from dropping out of school. Alternative schools/programs provide educational and other services to students who have a variety of behavioral and other needs that cannot be adequately met in a traditional school setting. (Refer to Bulletin 741 - Louisiana Handbook for School Administrators, §2903 and Bulletin 131 - Alternative Education Schools/Programs Standards)

In the space below, please describe the LEA’s policies for placement of students in an alternative program or school, including any promotion policies that may differ from what was provided above.

### **ALTERNATIVE SCHOOL PLACEMENT**

Non-traditional options include the following:

#### **ALTERNATIVE LEARNING CENTER**

**(Virtual Behavior Modification Center (BMC) /Alternative Learning Program (ALP)**

The Alternative Learning Center is designed for the City of Baker School System students in grades K- 12 who have been assigned to a virtual alternative educational setting due to short and long-term suspension and/or recommendation for expulsion due to infractions stated in the Students' Rights and Responsibilities Handbook. The vision of the Alternative Learning Center is to actively engage students and families in the learning process and to provide quality educational experiences in a safe and supportive environment that instills the value of service to our community and lifelong learning.

#### **HISSET SKILLS PATHWAY**

The HiSet skills pathway is an alternative to a regular education program. A student who pursues this pathway will, if successful, receive a Louisiana Equivalency Diploma (HiSet) and/or a State- Approved or Locally Designed Skills Certificate.

### **IX. DUE PROCESS RELATED TO STUDENT PLACEMENT AND PROMOTION**

In the space below, please describe the LEA’s due process procedures related to student placement for regular education students, students with disabilities having an Individualized Education Program plan, and students having an Individual Accommodation/Section 504 plan.

#### **REGULAR EDUCATION STUDENTS**

The steps to be followed by a student, parent, or teacher requesting a change in a student's grade placement are:

- **School Level**

A change in grade placement level may be requested to the principal and School Building Level Committee within the first marking period of enrollment

- **Central Office**

If the principal does not concur with the request, the person making the request may

petition the Supervisor of Exceptional Student Services and the Supervisor of Accountability, Assessments, and Evaluation. If the Supervisor of Exceptional Student Services and the Supervisor of Accountability, Assessments, and Evaluation do not concur with the request, the person making the request may petition the Superintendent or designee to review all transcripts and all pertinent data related to the case. The request for appeal must be made within 14 calendar days, not including weekends and holidays, following the conference with the Supervisor of Exceptional Student Services and the Supervisor of Accountability, Assessments, and Evaluations.

## **STUDENTS WITH DISABILITIES**

Due process procedures for qualified students with disabilities are consistent with those described in the approved Individuals with Disabilities Education Improvement Act (IDEA 2004) and must be consistent with those defined in Title V of the Rehabilitation Act, 20 U.S.C. 794 and Bulletin 1706, Regulations for Implementation of the Children with Exceptionalities Act (R.S.17:1941 et seq.) section 507-509.

## **SECTION 504 STUDENTS**

Due to process procedures for qualified students are consistent with the definitions set forth in Section 504 of the Rehabilitation Act of 1973 and included in the Parental Rights for Exceptional Students Booklet distributed to parents at the time parental permission is requested.

## **ENGLISH LANGUAGE LEARNERS**

Due process procedures for English Language Learners whose parents may also be limited English proficient are in accord with those described in the Louisiana Department of Education's English Language Learners Handbook.

## HEARINGS

If at any time the parents cannot come to an agreement with the school regarding their child's education, they have the right to ask for an impartial hearing. The hearing may be held on a matter relating to the identification, evaluation, or placement of the child or the provision of a "free appropriate public education."

Either party aggrieved by the hearing decisions maintains the right to Judicial Review. To obtain a hearing, the parent should make a written request to the Louisiana Department of Education. An impartial hearing officer will be assigned to preside over any such hearing and arrive at a decision.

To ensure impartiality, a hearing officer may not be:

- An employee of a public agency (school system, institution, etc.) which is involved in the education or care of the child.
- Anyone who has a personal or professional interest which would conflict with objectivity in the hearing.

## HEARING RIGHTS

Rights to which both the parents and the school are entitled included the right to:

- Be accomplished and advised by legal counsel and by persons with special knowledge of the problems of children with disabilities.
- Present evidence, cross-examine, and compel the attendance of witnesses.
- Receive a written or recorded verbatim record of the hearing.
- Receive a written record of the findings of fact(s) and decision(s) resulting from the hearing.
- Have their child attend the hearing.
- Open the hearing to the public

## **X. ADDITIONAL LEA POLICIES RELATED TO STUDENT PLACEMENT AND PROMOTION**

In the space below, please describe any additional LEA policies related to student placement and promotion that have not been addressed in other sections of this document.

The Valedictorian shall be a graduating senior with the highest cumulative GPA and must have attended Baker High School no less than 3 out of 4 years.

**GRADING PROCEDURES:** All school courses will use a weighted grade format for assigning student grades. A semester grade will be determined by dividing the total points earned by the total points possible by weighted categories. Letter grades will be assigned according to the grading scales, depending upon the type of course each student is enrolled in (regular or honors).

All student work to be graded will be assigned a point value and entered into one of the four weighted categories as indicated below.

**GRADES 1<sup>st</sup> – 5<sup>th</sup> : NINE WEEKS GRADING PERIODS**

- a.) At least two grades per week must be entered into the Student Information System (SIS)/JCAMPUS.
- b.) At least two grades per category must be entered into Student Information System (SIS)/JCAMPUS every 4 ½ weeks (each interim period).

**GRADES 6<sup>th</sup> – 12<sup>th</sup> : SIX WEEKS GRADING PERIODS**

- a.) At least two grades per week must be entered into Student Information System (SIS)/JCAMPUS
- b.) At least two grades per category must be entered into Student Information System (SIS)/JCAMPUS every 3 weeks (each interim period).

K-12 District Wide Grade Distributions		
I	Major Assessments	45%
Major Assessments: End of Module Assessments/Unit Assessments and Mid-Module Assessments/Chapter Tests		
II	Minor Assessments	40%
Minor Assessments: Focusing Task Questions, Quizzes, Performance Tasks, Labs, Projects/Presentations, etc.		
III	Participation/Tasks Completion	10%
Participation/Assignment Completion: Warm-Ups/Entrance/Exit Tickets, Bell Ringers/AIM/Bridge, Guided Practice, etc.		
IV	Homework	5%
Homework: Independent Practice, IXL, ACT Mastery Prep, Home-based projects, etc.		

**NOTE:** High School LEAP 2025 Grading Requirements: The City of Baker School System will apply fifteen (15%) percent of the student's High School LEAP 2025 test score toward the student's final grade for the course.

**XI. LEA ASSURANCES AND SUBMISSION INFORMATION**

Assurance is hereby made to the Louisiana Department of Education that the City of Baker School System’s 2024-2025 Pupil Progression Plan has been developed in compliance with all applicable federal and state laws and regulations. If any local policy outlined in this plan conflicts with federal or state laws or regulations, I understand that federal and state laws and regulations shall supersede the local policy.

Date approved by local school board or governing authority: \_\_\_\_\_

James T. Stroder  
Superintendent

Joyce Burges  
Board President

DRAFT

**AMENDMENT NO. 2  
TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF BAKER SCHOOL SYSTEM  
AND  
CSRS, LLC**

**THIS AMENDMENT** is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between City of Baker School System (“CLIENT”) and CSRS, LLC (“CSRS”).

**WHEREAS**, on January 18, 2024, CLIENT and CSRS entered into Professional Services Agreement (“AGREEMENT”) to provide Program and Grant Management Services for the Baker High School Renovations and Additions;

**WHEREAS**, on May 26, 2024, CLIENT issued Amendment 1 adding Grant Management Services to the Scope of Work of the AGREEMENT;

**NOW, THEREFORE**, for good and valuable consideration, CLIENT and CSRS amend the AGREEMENT as follows:

1. Section 2: Compensation and Payment: Replace the term “lump sum” with “time and materials” in the first paragraph.
  - *“The total not to exceed amount of this AGREEMENT will be Three Hundred Fifty Thousand Dollars (\$350,000) to be billed on a time and material basis.”*
2. CSRS will bill at the following rates:

Staffing Position	Hourly Rate
Principal	\$325.00
Subject Matter Expert	\$250.00
Project Manager	\$225.00
Grants Manager	\$165.00
Project Coordinator	\$115.00

**IN WITNESS WHEREOF**, CLIENT and CSRS agree to the foregoing and have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth above.

\_\_\_\_\_  
City of Baker School System

\_\_\_\_\_  
CSRS, LLC

BY: James T. Stroder

BY: Domoine Rutledge

TITLE: Superintendent

TITLE: Vice-President & General Counsel

DATE: \_\_\_\_\_

DATE: 28 Aug 24



## September Personnel Report

### Report of Resignations of Employment

#### II. Report of Retirements

#### III. Report of Appointments

1. Dione Washington- Substitute
2. Keina Nixon- Teacher HS
3. Ashanta Brown- ESS Teacher HS
4. Moses Jeremy – Custodian BHS
5. Clarence Williams- Custodian BMS
6. Treton Johnso Teacher MS
7. Jaynecia Smith- Teacher BHS

#### IV. Report of Reassignments/Transfers

1. Robin Edwards-Delaune- Special Education
2. Stacy Jefferson- Social Studies Teacher

#### V. Report of Sick Leave Request

1. Dorothy Jackson

#### VI. Report of Reduction in workforce

#### VII. Termination

1. Terrance Jackson
2. Okoye Ahmose
3. Evone Augustus

# POLICYALERT



August, 2024

Forethought Consulting, Inc.

## POLICY UPDATE: 2024

### August 2024: LEGISLATIVE UPDATE PART III

**P**olicyAlert 2024 Legislative Update Series Part III covers a variety of policies, including qualifications and training of School Board members, School Board meeting notification, employee compensation, sick leave and sick leave bank policies, and student policies largely focusing on health issues.

#### School Board Member Qualifications

Act 204, effective August 1, 2024, revised La. Rev. Stat. Ann. §17:52 to include the requirement that School Board members possess a high school diploma, or its equivalent as determined by the State Board of Elementary and Secondary Education.

Although we did not add it to the *School Board Member Qualifications* policy, the Act also included new language that prohibits a person from serving on the School Board who has been convicted of or pled *nolo contendere* to a crime listed in La. Rev. Stat. Ann. §15:587.1 (C).

#### School Board Member Continuing Education

Act 198, effective August 1, 2024, revised La. Rev. Stat. Ann. §17:53, by including special education to the list of training and instruction for School Board members. This requirement has been added to the *School Board Member Continuing Education* policy.

### Policies In This Issue:

- School Board Member Qualifications
- School Board Member Continuing Education
- Notification of School Board Meetings
- Contracts and Compensation
- Sick Leave
- Sick Leave Bank
- Corporal Punishment
- Student Health Services
- Immunizations
- Administration of Medication
- Behavioral Health Services for Students

## Notification of School Board Meetings

Act 617, effective August 1, 2024, revised La. Rev. Stat. Ann. §42:19, rewording the notification method to “giving notice” rather than “mailing notice.” That statute also now requires that notice be given to any member of the public who requests it, in the same time and manner as it is given to members of the news media who requests it.

La. Rev. Stat. Ann. §42:19 also includes a new requirement that notice be provided to the Commissioner of Administration in a format and manner that allows the Commissioner to post the notice on the Commissioner’s website twenty-four (24) hours prior to the scheduled time of the meeting.

These revisions are reflected in the policy *Notification of School Board Meetings*.

## Contracts and Compensation

Act 311, effective May 28, 2024, revised La. Rev. Stat. Ann. §17:418 to address additional compensation to be paid to employees for work not specifically covered in the employee’s job description. The School Board is tasked with developing a uniform supplemental salary schedule for the 2024-2025 school year for certified employees that covers compensation for duties performed beyond the scope of their prescribed duties and responsibilities. These new provisions have been reflected in the *Contracts and Compensation* policy.

## Sick Leave

Act 315, effective May 28, 2024, revised La. Rev. Stat. Ann. §17:1206 to extend the amount of leave that school employees receive for a disability caused by physical contact with a student from ninety (90) days to one (1) year. This revision has been reflected in the *Sick Leave* policy.

## Sick Leave Bank

Act 115, effective August 1, 2024, revised La. Rev. Stat. Ann. §§17:500.2, 17:1202, and 17:1206.2. These statutes address extended sick leave for school bus operators, teachers, and school employees respectively. In 2012, the Legislature required that each School Board adopt a policy which implemented a sick leave bank to allow for donation of sick leave among employees. No particulars were included in

the then statutory language. That legislation did not address donations made directly to employees, but instead was interpreted to establish banks for each separate classification of employees that leave could be donated to, and pulled from, when an employee needed extra sick leave.

Act 115 revised each guiding statute to include provisions that an employee could donate directly to another employee in an amount not to exceed one-half of the donating employee’s accumulated leave as calculated at the beginning of the school year.

Act 115 also included a provision that at least ninety percent (90%) of the leave balance in the bank be retained from one year to the next. As the information is included in each guiding statute, we feel that the ninety percent (90%) applies to the balance in each of the separate accounts for bus operators, teachers, and school employees. Some School Boards’ policies had language which required that the bank started anew each year without carryover. This is no longer allowed.

## Corporal Punishment

Act 780, effective August 1, 2024, added language to La. Rev. Stat. Ann. §17:416.1 that strictly prohibits taping a student’s mouth shut or otherwise restricting his or her airway, regardless of parental consent. The *Corporal Punishment* policy has been revised accordingly for School Boards as needed.

## Student Health Services

Act 161, effective May 23, 2024, revised La. Rev. Stat Ann. §17:463.1 to require noncomplex health procedures be prescribed by a physician licensed in Louisiana or any other state of the United States. Previously the prescriptions had to be from physicians licensed in Louisiana or an adjacent state. This language has been included in the *Student Health Services* policy.

## Immunizations

The *Immunizations* policy has been revised to reflect revisions from Act 460 and Act 674, both effective August 1, 2024, which revised La. Rev. Stat. Ann. §17:170. Act 460 added language stating that teachers or administrators may not distinguish between students based on whether or not they have received vaccinations. The following acts are

specifically prohibited, but are not limited to: determination of eligibility for athletics or extracurricular activities; allowing or denying participation inside and outside the classroom; issuance of surveys relative to vaccination status; and organizing seating arrangements.

Act 674 revised the statute to prohibit requiring a student to receive a Covid-19 vaccine as a condition of enrollment or attendance.

### Administration of Medication

The *Administration of Medication* policy has been revised to reflect provisions of Act 161, effective May 23, 2024, and Act 378, effective August 1, 2024, which revised La. Rev. Stat. Ann. §17:436.1. As discussed above for the *Student Health Services* policy, Act 161 changed the language which said prescriptions must be from physicians licensed in Louisiana or an adjacent state, to “in Louisiana or any other state of the United States.”

Whereas School Boards were not previously required to have a policy addressing the maintenance of a supply of naloxone and its use, Act 378 revised the statute to **require** such a policy be adopted on use of naloxone or other opioid antagonists. The Act defines “trained school employees” other than nurses who are authorized to

administer naloxone in emergencies. School Boards with separate policies on the use of naloxone or other opioid antagonists have been revised accordingly as well.

### Behavioral Health Services for Students

Act 745, effective June 19, 2024, revised La. Rev. Stat. Ann. §17:173 to include several changes reflected in the recently recoded policy *Behavioral Health Support for Students*. Some of the revisions include:

1. That providers must be providing “medically necessary” services “authorized by an independent third-party payor.”
2. Allowing providers who are licensed, certified, or registered by the Louisiana Behavior Analyst Board who provide documentation of having passed a criminal background check and are in good standing with the Board to forgo an additional criminal background check.
3. Allowing services to be provided at any part of the school day, including instructional time.
4. Adding definitions for “independent third-party payor” and “medically necessary services.”

### Coming Soon:

**Forethought Consulting, Inc. is not quite done with the 2024 Louisiana Legislative Session policy updates. The last group of policy revisions should be ready by the end of September.**

## QUALIFICATIONS FOR SCHOOL BOARD MEMBERS

Persons eligible to serve as members of the City of Baker School Board shall have the following minimum qualifications:

1. A School Board member shall have attained the age of eighteen (18).
2. A School Board member shall be domiciled in the election district for the preceding year, except after a reapportionment.
3. A School Board member shall have resided in the state for the preceding two (2) years.
4. A School Board member shall possess a high school diploma or its equivalent, as determined by the Louisiana Department of Education.
5. A School Board member shall be able to read and write.
6. A School Board member shall not be serving on certain other boards specified in the Constitution of Louisiana's prohibition against dual office holding.
7. A School Board member shall have affirmed to the prescribed oath.

Should any member of the School Board move his/her domicile from the election district from which such member was elected, the seat held by said member shall be declared vacant, and such vacant seat shall be filled in accordance with applicable law of the State of Louisiana.

It is desirable that members of the School Board have a genuine interest in and devotion to public education; a willingness to give time and effort to the work; a capacity for understanding people; and the ability to work cooperatively with others.

Each School Board member should recognize that he/she is a public official charged with an important responsibility. In view of the fact that School Board members are elected to their position, each member has a responsibility to the voters who have elected him/her; however, representation should serve the best interest of the school system as a whole rather than that of a single district.

Revised: August, 2024

Ref: Constitution of Louisiana, Art. VIII, Sec. 8 (a); La. Rev. Stat. Ann. "17:52, 17.71.2, 17:71.3, 17:72, 42:141.

## SCHOOL BOARD MEMBER CONTINUING EDUCATION

### SCHOOL BOARD MEMBER TRAINING

Each City of Baker School Board member shall be required to receive a minimum of six (6) hours of training and instruction annually. Training and instruction shall address such topics as the school laws of Louisiana, laws governing the powers, duties and responsibilities of school boards, the Open Meetings law, the public bid law, and in educational trends, research, and policy. Training and instruction shall also include education policy issues, ~~such as~~ including but not limited to, special education, the minimum foundation program and formula, leadership development, dropout prevention, school discipline, and harassment, intimidation, and bullying. In a school district with a school(s) identified as academically unacceptable or in need of academic assistance, at least two (2) of the required hours shall focus on the improvement of schools identified as failing schools.

Training and instruction may be received from a post-secondary education institution in Louisiana, from instruction sponsored by the Louisiana Department of Education, from an in-service training program conducted by a school board central office or the Louisiana School Boards Association (LSBA), provided that the instruction and method for demonstrating attendance has been pre-approved by the LSBA, or training and instruction received at any conference presented by the National School Boards Association or by the Council of the Great City Schools, provided that verification of attendance by the School Board members at any such training is obtained. Each School Board's member's attendance shall be reported by the instructor to the LSBA.

### Distinguished School Board Member

A School Board member who has received a certificate of completion for a minimum of sixteen (16) hours of training and instruction during his/her first year of service on the School Board and has also received an annual certificate of completion of the required training for the subsequent three (3) consecutive years shall receive the designation of *Distinguished School Board Member*.

### Verification and Disclosure of Training

The Superintendent shall be responsible for verifying that any of the training or instruction received by the School Board member meets statutory requirements. The provider of any School Board member training and instruction shall issue a certificate of completion annually to those members who complete the required instruction. A copy of the certificate shall be entered into the minutes of the School Board.

At least annually, the Superintendent shall transmit to the School Board's official journal a press release detailing the training and instruction received by each School Board

member, as well as information on each School Board member who has been designated a *Distinguished School Board Member*.

### ETHICS EDUCATION AND TRAINING

Each School Board member is required to receive a minimum of one (1) hour of education and training on the Louisiana Code of Governmental Ethics during each year of his/her office. All newly elected School Board members shall receive the required one (1) hour of education training within the first ninety (90) days after taking the oath of office.

#### Campaign Finance Disclosure Training

In addition to ethics training, a School Board member shall be required to receive a minimum of one (1) hour of education and training on the Campaign Finance Disclosure Act during his/her term of office.

Revised: May 19, 2009

Revised: November, 2010

Revised: May, 2013

Revised: May 3, 2016

Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§17:53, 42:1170; Board minutes, 5-19-09, 5-3-16.

## NOTIFICATION OF SCHOOL BOARD MEETINGS

The City of Baker School Board shall give written public notice of all regular meetings, if established by resolution, at the beginning of each calendar year. The School Board shall also give written public notice of any regular, special, or rescheduled meeting, no later than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays, before the meeting. In cases of extraordinary emergencies, such notice shall not be required, however, the School Board shall give such notice of the meeting as it deems appropriate and circumstances permit.

Notice for committee meetings shall be given one (1) week in advance of the date of the meeting, whenever possible, but in no case less than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays, prior to the meeting.

Public notice of any meeting shall include the agenda, date, time, and place of the meeting. The agenda included in the notice shall be reasonably clear so as to advise the public in general terms of each subject to be discussed at the public meeting. In addition, attached to the written notice shall be information as to whether or not any matters will be discussed in executive session. The notice shall indicate the following:

1. A statement identifying the court, case number, and the parties relative to any pending litigation to be considered at the meeting.
2. A statement identifying the parties involved and reasonably identifying the subject matter of any prospective litigation for which formal written demand has been made that is to be considered at the meeting.

Written public notice given by the School Board shall include, but not be limited to:

1. Posting a copy of the notice at the School Board's central office or by publication of the notice in the School Board's official journal no less than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays, before the scheduled time of the meeting.
2. ~~Mailing a copy of the~~ [Giving](#) notice to any member of the [public or](#) the news media who requests notice of such meetings; ~~any such member of the news media shall be given notice of all meetings by providing the notice to the requestor at the same time and~~ in the same manner as is given to members of the School Board.
3. [Submitting a notice of each meeting to the Commissioner of Administration in a manner and format that allows the Commissioner time to post the notice on its website prior to twenty-four \(24\) hours before the scheduled time of the meeting, as required or advised by the Commissioner of Administration.](#)



4. In addition to the above, by providing notice on the School Board's website no less than twenty-four (24) hours, exclusive of Saturdays, Sundays, and legal holidays immediately preceding the meeting.

Revised: November, 2012

Revised: May 3, 2016

Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§17:81, 42:19, 42:23; Board minutes, 5-3-16.

## PURCHASING

All purchasing for the school system to be paid from City of Baker School Board funds shall be made by the Superintendent or his/her designee in conformance with existing regulations and procedures of the School Board and the laws pertinent to state and federal agencies. Budget allocations for specific purposes shall constitute advance School Board approval for all purchases except in such cases as state law or School Board policy may require. No debt shall be contracted in the name of the City of Baker School Board without action by the School Board, except those items which are provided for in the regular budget. Purchases shall be made at the lowest possible cost to the school system consistent with the system specifications of quality and service.

Each principal shall assure that purchases by the individual school shall be made in accordance with applicable state and federal law and administrative regulations and procedures developed by the Superintendent and staff.

No employee, officer or agent of the School Board shall participate in the selection, award, or administration of a contract or purchase of supplies, materials and equipment if a conflict of interest, real or apparent, would be involved. School Board employees shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. All purchasing shall comply with the U.S. Department of Education *General Administrative Regulations* (EDGAR), the *Louisiana Public Bid Law*, the *Louisiana Code of Governmental Ethics*, the *Louisiana Procurement Code*, and applicable state or federal regulations, as applicable.

### USE OF FEDERAL FUNDS

All procurement of materials, supplies, and services, as well as the construction of public works, funded in whole or in part with federal funds shall comply with the requirements contained in Title 2, ~~Section 200~~, [Sections 200.318 through 200.327](#), of the Code of Federal Regulations. All procurements using federal funds, in whole or in part, shall employ one of the procedures identified in 2 CFR 200.320, if more stringent than those procedures required by Louisiana law. Should the School Board adopt the Louisiana Procurement Code, whether in part or in its entirety, the accompanying administrative regulations as promulgated in the Louisiana Procurement Code, as well as guidelines and policies issued by the Louisiana's Office of State Purchasing relevant to the particular adoption(s) may be applicable to the purchase, if more stringent.

### Solicitations from Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

When spending federal funds, the City of Baker School Board shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall 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 Louisiana Economic Development Agency, and Small Business Administration and the Minority Business Development Agency of the United States 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.

#### Exclusion or Rejection of Quotes or Bids

A contract award or a purchase made with federal funds shall not be made to parties listed on the government-wide exclusions in the *System for Award Management* maintained by the U.S. Government, which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

#### USE OF STATE FUNDS

Procurement of materials and supplies when using state or locally generated funds shall follow the procurement method as authorized by Louisiana law.

#### Financing Purchases

The School Board may finance the purchase of equipment or other movable property to be used by the School Board by entering into an installment sale, lease, or similar agreement with any lender or other person. If required, such agreement shall be subject to approval of the State Bond Commission in accordance with statutory provisions. No individual school or employee shall obligate the School Board without proper school system personnel knowledge and approval.

### Use of State Contract

If equipment, materials or supplies are available from a State of Louisiana Contract, the Superintendent and/or his/her designee may approve the purchase without using one of the purchasing procedures outlined in statutory provisions, if advantageous to the School Board.

The School Board may also *piggyback*, or purchase materials and supplies on valid contracts of other political subdivisions in accordance with La. Rev. Stat. Ann. §§33:1321-1337 or La. Rev. Stat. Ann. §38:321.1.

### Louisiana Procurement Code

State law authorizes School Boards to adopt all or any part of the *Louisiana Procurement Code* as contained in state statutes (La. Rev. Stat. Ann. §§39:1551-39:1755). For proper and efficient operations, the City of Baker School Board may adopt, by resolution or otherwise, pertinent provisions of the *Louisiana Procurement Code*, accompanying administrative regulations as promulgated in the *Louisiana Procurement Code*, as well as guidelines and policies issued by the state's Office of State Purchasing relevant to the procurement of materials, supplies, merchandise, and other types of property.

### Sole Source Provider

The School Board may award a contract for the purchase of supplies, services, or major repairs without competition when the Superintendent or designated employee has determined, in writing, that there is only one source for the supply, service, or major repair item(s) to be acquired. Pertinent procedures for purchasing such items from a sole source shall be as outlined in the State of Louisiana Office of State Purchasing's *Purchasing Rules and Regulations*.

### Qualified Group Purchasing Organizations

A *qualified group purchasing organization* means an organization, whether for profit or not for profit, of which two (2) or more public school districts are members and which solicits proposals or bids from vendors of materials, equipment, or supplies of the type and nature as may be purchased by a public school district or public school.

As provided in La. Rev. Stat. Ann. §38:2212.1, the School Board may enter into an agreement with: (A) one or more School Boards to form a qualified group purchasing organization; or (B) one or more qualified group purchasing organizations for the purchase of materials, equipment, and supplies, including installation thereof. Any such agreement shall require that the qualified group purchasing organization submit a price list for those materials, equipment, and supplies offered by it and that the prices quoted on the list remain in effect for a stated period of time of not less than three (3) months. Any such price list shall be considered, for all purposes, to be a valid and binding bid by

the qualified group purchasing organization during the effective period of the agreement, and no additional bid by the qualified group purchasing organization is necessary.

The School Board may purchase materials, equipment, or supplies directly from or through a qualified group purchasing organization if either the price is less than that for the same or substantially similar materials, equipment, or supplies on the state contract or bid list, or if the same or substantially similar materials, equipment, or supplies are not under state contract or on the state bid list. Nothing included in this paragraph shall be construed to authorize the School Board to purchase materials, equipment, or supplies from or through an entity or vendor other than a qualified group purchasing organization as defined herein without using a procurement process otherwise provided by state law.

### Reverse Auction

The School Board may use a reverse auction in lieu of the more formal bid process when the School Board's procurement officer determines that the electronic bidding is more advantageous and in the best interests of the School Board. *Reverse auction* means a competitive online solicitation process on the Internet for the purchase of equipment, supplies, and other materials or consulting services.

Prior to the use of the reverse auction, the School Board may require that:

1. Vendors register before opening dates and time, and as part of the registration, require that the vendors agree to any terms and conditions and other requirements of the solicitation.
2. Vendors be prequalified prior to placing bids and allow only bidders who are prequalified to submit bids.
3. The solicitation shall designate an opening date and time and the closing date and time. The closing date and time may be fixed or remain open depending on the structure of the item being bid.
4. At the opening date and time, the School Board shall begin accepting online bids and continue accepting bids until the bidding is officially closed. Registered bidders shall be allowed to lower the price of their bid below the lowest bid posted on the Internet until the closing date and time.
5. Bidders' identities shall not be revealed during the bidding process; only the successively lower prices, ranks, scores, and related bid details shall be revealed.
6. All bids shall be posted electronically and updated on a real-time basis.
7. The School Board shall retain the right to cancel the solicitation if it determines that it is in the School Board's best interest.

8. The School Board shall retain its existing authority to determine the criteria that will be used as a basis for making awards.

Adequate public notice for the purchases of materials, supplies, equipment, or consulting services using a reverse auction shall be given as follows:

1. The advertisement or notice shall be published two (2) times in a newspaper in the locality, the first advertisement to appear at least fifteen (15) days before the opening date of the reverse auction. In addition to the newspaper advertisement, the School Board may also publish an advertisement by electronic media available to the general public.
2. The first publication of the advertisement shall not occur on a Saturday, Sunday, or legal holiday.

### VENDORS

The School Board shall seek business and bids from all eligible vendors, regardless of race, creed, color, sex, national origin, age or handicap. No favoritism shall be extended to any vendor. Each order shall be placed on the basis of quality, price and delivery; past services being a factor if all other considerations are equal.

No person officially connected with or employed by the School Board shall be an agent for, or have any pecuniary or beneficial interest in or receive any compensation or reward from any vendor for the sale of supplies, materials, equipment, services or public works contracts.

No employee of the School Board shall solicit or accept, directly or indirectly, anything of economic value as a gift or gratuity from any vendor representative or agent of a vendor, or a prospective vendor or contractor.

Vendors may set up an appointment to see the principal with written prior approval from the Superintendent. The principal may present the information to the appropriate staff member. If the staff member wishes to set up an appointment with the vendor to discuss products offered, he or she may do so.

Revised: November, 2011  
Revised: May 3, 2016  
Revised: September, 2016  
Revised: July 25, 2018  
Revised: March 3, 2020

Revised: November 18, 2020  
Revised: February 1, 2022  
Revised: April, 2024

Ref: 2 CFR 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), 48 CFR 2.101 (*Definitions*); La. Rev. Stat. Ann. §§33:1321-1337, 33:4712.7, 38:321.1 38:2211, 38:2212, 38:2212.1, 38:2214, 38:2218, 38:2219, 38:2271, 39:1551, 39:1552, 39:1553, 39:1554, 39:1554.1, 39:1556, 39:1557, 39:1558, 39:1597, 39:1710; Board minutes, 5-3-16, 7-25-18, 3-3-20, 11-18-20, 2-1-22.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
DISASTER RECOVERY PROCUREMENT**

CODE OF CONDUCT

No employee, officer, or agent of the Ascension Parish School Board shall participate in the selection or in the award or administration of a contract supported by Disaster Recovery Community Development Block Grant (CDBG) funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the Ascension Parish School Board shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the Ascension Parish School Board attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

PROCUREMENT PROCEDURES

The director or supervisor of each department or agency of the Ascension Parish School Board responsible for procurement of services, supplies, equipment, or construction obtained with Disaster Recovery CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The Ascension Parish School Board shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The Ascension Parish School Board shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The Ascension Parish School Board shall assist the prime contractor whenever possible



by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

### SELECTION PROCEDURES

ALL procurement carried out with Disaster Recovery CDBG funds, where the Ascension Parish School Board is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The Ascension Parish School Board shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the Ascension Parish School Board encourage or participate in noncompetitive practices among firms. The Ascension Parish School Board is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The Ascension Parish School Board will not require unnecessary experience or bonding requirements.

Pursuant to state law and federal regulations (2 CFR 200.318), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

### METHODS OF PROCUREMENT

Direct procurement by the Ascension Parish School Board shall be made by using one of the following methods depending on the type of service to be procured.

#### Small Purchase Procedures

Relatively simple, informal procurement procedures will be used where the purchase of

materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than \$100,000, except where further limited by state law or Disaster Recovery CDBG policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

#### Competitive Sealed Bids/Formal Advertising

Under this procedure bids are publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

1. The advertisement for bids shall be publicly advertised in accord with state law.
2. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
3. All bids shall be opened publicly at the time and place specified in the advertisement for bids.
4. A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
5. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the Disaster Recovery CDBG Program.

#### Competitive Negotiation: Requests for Proposals/Qualification Statements

The technique of competitive proposals is normally conducted with more than one source

submitting an offer. All competitive proposals shall be conducted using a formal RFP/RFQ containing at least the minimum items in the attached RFP/RFQ Outline (See Attachment A). It is generally used when conditions are not appropriate for the use of sealed bids. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

1. Requests for proposals or qualification statements must be advertised in a newspaper in the nearest metropolitan area in accordance with the rules of the state's Disaster Recovery CDBG Program. All submittals will be honored and entered into the competition.
2. Request for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
3. The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor.
4. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).
5. Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the Ascension Parish School Board with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

#### Noncompetitive Negotiation/Sole Source

Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will

involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the state's Office of Community Development/Disaster Recovery Unit (OCD/DRU). In order to qualify for this type of procurement, one of the following circumstances must apply:

1. The item or service is available only from a single source;
2. It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
3. After solicitation of a number of sources, competition is determined to be inadequate.

### CONTRACT PRICING

Cost plus a percentage of cost and percentage of construction cost methods of contracting **MUST NOT** be used. The Ascension Parish School Board shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications in accordance with the requirements of "[Cost and Price Analysis for HUD Grantees and Funding Recipients](#)". Costs or prices based on estimated costs for Disaster Recovery CDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals [48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assume all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract **MUST** clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price. A fixed price contract **MUST** establish a guaranteed price that may not increase unless there is a contract amendment that increases the scope of the work.

## PROCUREMENT RECORDS

The Ascension Parish School Board shall maintain records sufficient to detail the history of the procurement. The records shall include the following contract provisions and conditions:

1. Contracts other than small purchase shall contain provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the Ascension Parish School Board including the manner in which it will be done and the basis for settlement.
3. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
4. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3).
5. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by DOL regulations (29 CFR Part 5).
6. All construction or repair contracts or subcontracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment or mechanics or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5).
7. Each contract shall include a notice of OCD/DRU requirements and regulations pertaining to reporting and patent rights under any contract involving respect to any discovery or invention which arises or is developed in the course of or under such contract, and of the state requirements pertaining to copyrights and rights in data.
8. All negotiated contracts shall include a provision that makes it possible for the OCD/DRU, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of five years after the Ascension Parish School Board

formally closes out each Disaster Recovery CDBG program.

9. All contracts, subcontracts, and subgrants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
10. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
11. The Ascension Parish School Board will be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the OCD/DRU.

### CONTRACT ADMINISTRATION

The Ascension Parish School Board shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/firms will be a factor in subsequent contract negotiations and award. Remedial action by the Ascension Parish School Board through legal processes shall be considered in instances of identified significant nonperformance.

Adopted: June 15, 2021

Ref: 33 USC 1388 (Section 508 Clean Water Act); 40 USC 276a to a-7 (Davis-Bacon Act); 18 USC 874 (Anti-Kick-Back); 40 USC 327-330 (Contract Work Hours and Safety Standards Act); 42 USC 1857 h (Section 306 Clean Air Act); 2 CFR 200 318-326 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*); 29 CFR Part 3; 29 CFR Part 5 (DOL Regulations); 40 CFR part 15 (Executive Order 11738 Environmental Protection Agency); 41 CFR Part 60; 48 CFR Part 31 (*Federal Cost Principles*); P.L. 94-163 (Energy Policy and Conservation Act); Board minutes, 6-15-21.

**PROCUREMENT POLICY**  
**ATTACHMENT A - RFP/RFQ OUTLINE**

A well-written RFP or RFQ will contain all of the information the proposers need to know in a manner that captures interest and is easy to follow. The RFP or RFQ should consist of an introduction and five sections, each of which is summarized briefly on this page:

1. Advertisement/Purpose (Introduction) - Cover letter to summarize the services being solicited and the due date for proposals.
2. Program Information - Include an overview of the grant/project status and a summary of the roles and responsibilities of all involved parties to provide the context for the solicited services and capture the interest of potential respondents.
3. Scope of Services - Start with an overview of the solicited services, summarize general expectations, specify the anticipated role of the selected firm, and provide a detailed list of tasks to be accomplished. Should be connected to the fee proposal and be detailed enough to be in the final contract.
  - Statement of Work (RFP only): List in detail the tasks the selected consultant will be expected to perform. List must be detailed enough for consultant to provide price or estimated cost for the services.
4. Submission and Evaluation Requirements - Describe what sections should be included in the proposal (e.g. approach, organization chart or staffing plan, fee proposal (RFP only), etc.) and what information each of those sections should contain. Also describe the criteria the Committee will use to evaluate the proposal and the weights for each criterion. Submission requirements and evaluation criteria should be linked.
  - Approach section (RFP): For each task identified in the scope of work, respondent is to describe how they would accomplish the task(s).
  - Project staffing: Include an organization chart, names and roles of principal staff members, time commitments for principal staff members, and attach resumes.
  - Qualifications: Include project summaries for your team's relevant experience, organized by firm or by type of experience.
  - Fee proposal (RFP only): Price for services described in the approach, broken out by task.

- Evaluation Criteria: List the criteria on which the proposals will be evaluated (e.g. creativity of approach, reasonableness of fee, quality of relevant qualifications, previous experience, etc.) and give the weighting for each criteria.
5. Schedule and Required Information - Provide information about the procurement not related to the actual project. This includes a schedule/timetable for the procurement, information on written questions and pre-proposal conference, contractual obligations, information on conflict of interest, and all other required clauses.
  6. Attachments - Provide any required forms (e.g. form for fee proposal or Certifications/Assurances), further clarify the expectations by including a sample contract, copies of the roles/ responsibilities checklist, and/or scopes



## COMPENSATION

### SALARY SCHEDULES

Upon the recommendation of the Superintendent, the City of Baker School Board shall establish salary schedules that shall be used to determine the salaries to be paid to teachers and all other school employees. Salaries of all teachers shall be set by the Superintendent. The salaries of all personnel are generally based upon an established salary schedule; provided, however, that salaries may be stated in and controlled by an employment contract. The Administrative Procedures have been set forth to establish initial placement on the *Single Lane Salary Schedule*.

Salary schedules shall be established and published not later than June thirtieth annually and shall apply during the school year that begins that year. The salaries as provided in any salary schedule shall be considered as full compensation for all the work required and performed within by each employee's within his/her prescribed scope of duties and responsibilities which include only those specifically identified and described in the employee's job description.

Additional compensation shall be provided as follows:

1. In addition to all other compensation to which a teacher is entitled, the School Board shall compensate any teacher who is not afforded the minimum uninterrupted planning time required by La. Rev. Stat. Ann. §17:434(A) at the effective hourly rate of that teacher for each hour of planning time. A teacher's effective hourly rate shall be calculated by converting the teacher's annual salary on the teacher's salary schedule into an hourly rate of pay.
2. The School Board shall adopt a uniform supplemental salary schedule that addresses compensation for duties performed by certified employees beyond the scope of their prescribed duties and responsibilities, in accordance with requirements of La. Rev. Stat. Ann. §17:418 (A).

Salary schedules established for teachers, administrators, and other certified school personnel shall be based upon the following criteria, with no one criterion accounting for more than fifty percent (50%) of the formula used to compute such employees' salaries:

1. Effectiveness, as determined by the performance evaluation program as provided in La. Rev. Stat. Ann. §§17:3881 through 3905.
2. Demand, inclusive of area of certification, particular school need, geographic area, and subject area, which may include advanced degree levels.
3. Experience.

No teacher or administrator who is rated *ineffective* pursuant to the Board's performance evaluation program shall receive a higher salary in the year following the evaluation than the teacher/administrator received in the year of the evaluation.

The amount of the annual salary paid to any employee in any school year shall not be reduced below the amount of such salary paid during the previous school year, nor shall the amount of the annual salary paid to any employee be reduced at any time during an academic year. The limitations on the reduction in the amount of the annual salary paid to any employee shall not be applicable to:

1. The correction of any accounting errors or to a reduction necessitated by the elimination of a state program or state funding;
2. The reduction of any local salary supplement funded, in whole or in part, from a revenue source requiring voter approval, when such voter approval has not been obtained;
3. An employee who has been promoted and subsequently demoted to a lower position. In this case, the employee's salary shall return to the salary previously received in the lower position from which promoted; or
4. The elimination, discontinuance, or reorganization of the position to which the employee is assigned that results in the employee working fewer hours, days, or months. In such case, the employee's salary for that academic year shall not be reduced. After that year, the employee's salary shall be determined in accordance with the applicable salary schedule for the employee's position.

Ordinarily, no teacher shall be placed on the payroll of the school district unless the teacher holds a valid certificate as required by law, and a copy of the teacher's contract has been filed with the Superintendent. Exceptions may be made only when qualified teachers with valid certification are not available for employment.

#### Experience Credit

A *year of teaching experience* is defined as each scholastic year of employment as a certified teacher in public schools within any of the fifty states of the United States of America, or within any of its territorial possessions; or as a teacher in a private or parochial school, as an employee in a state department of education, or as an instructor in an institution of higher learning. All such experience must have been as a teacher in an institution or school accredited by one of the recognized regional accrediting agencies in the United States of America (e.g., SACS). Experience outside the United States of America, its territories or possessions must be in an institution or school accredited by an accrediting agency recognized by the United States of America.

A year of teaching experience shall be granted if the person was employed for at least ninety-one (91) instructional days during one scholastic year, excluding holidays, as

verified by the Superintendent. However, not more than one (1) year of experience shall be granted for a period inclusive of twelve (12) consecutive calendar months. All experience must have been on a full-time basis.

Any teacher holding a valid Louisiana teaching certificate in the public school system of Louisiana who has transferred to Louisiana from a public school system of another state and who, at the time of such transfer, held a valid teacher's certificate from that state, shall be given full credit under the salary schedule for the years of satisfactory teaching service previously rendered in the public school system of that state. Credit for previous teaching experience shall also be granted to anyone employed who holds a valid Louisiana teaching certificate and is employed or has been employed by another public school system in the state.

#### Advanced Degree

When a teacher earns additional college credit, is awarded an advanced degree, or receives additional training that would result in an increase in salary, said teacher shall be paid for the advanced degree or training beginning with the next school semester after all necessary documentation has been received from the Louisiana Department of Education. It shall be the responsibility of the employee to assure proper notification is given to the Superintendent or his/her designee. The increase in salary shall be pro-rated based on the number of contract days left in the fiscal year based upon the date of the advanced degree placed by the Louisiana Department of Education of the higher degree on the educator's licensure. Any advanced degree obtained between one school year and another school year shall take effect during the upcoming school year.

#### Retirees

The salary of any retiree who is reemployed as a full-time teacher shall be based on the salary schedule which accounts for all prior years of teaching service and pertinent experience. The status of any retiree who is reemployed shall be the same as a full-time active employee, subject to all applicable rules, procedures, policies, and statutes that apply to all such full-time active employees.

The retirement of an employee prior to his/her re-employment as a retiree shall constitute a break in his/her service with the School Board for purposes of tenure and sabbatical leave. The retiree shall not be allowed to carry forward annual leave days accumulated by him/her as of the date of his/her retirement, but he/she may carry forward accumulated sick leave days provided that he/she has returned to employment within five (5) years of his/her last employment as a teacher within the school system. A retiree shall have the right to earn additional sick leave and annual leave, if applicable, on the same basis as other similarly situated newly hired employees while a retiree.

## School Employees

Compensation for all school employees shall be based on applicable salary schedules or hourly rates established by the City of Baker School Board, with the exception that no employee shall receive less than the minimum established by state or federal law.

For the purposes of determination of initial salaries of new school employees, the City of Baker School System shall have the flexibility to use up to fifty percent (50%) of the total number of years of comparable and/or related service/experience in a private setting/agency; however, all verifiable public school full-time experience will be given.

For the purpose of this subsection, *school employee* shall mean any employee of the School Board who is not required to hold a teacher's certificate as a condition of employment, including, but not limited to, bus operator, food service worker, paraeducator, custodian, and maintenance personnel.

Revised: October, 2001

Combined with F-10.1: September, 2006

Revised: June, 2012

Revised: May 3, 2016

Revised: July 25, 2018

Revised: July 11, 2023

Revised: August, 2024

Ref: 29 USC 201 et seq. (*Fair Labor Standards Act of 1938, as amended*); La. Rev. Stat. Ann. §§11:710, 17:81; 17:83, 17:84, 17:84.1, 17:411, 17:413, 17:418, 17:419.2, 17:421.4, 17:422.6, 17:496, 17:496.1, 17:497, 17:497.1, 17:498; Wright v. Caldwell Parish School Board, 30.448 (La. App. 2 Cir. 6/16/99); Garcia v. San Antonio Metropolitan Transit Authority et al., 105 S. Ct. 1005 (February 1985); Harrah Independent School District v. Martin, 99 S. Ct. 1062 (1979); Board minutes, 3-8-00, 5-3-16, 7-25-18, 7-11-23.

## SICK LEAVE

The City of Baker School Board shall grant all employees hired for the school year or longer a minimum of ten (10) days absence per year because of personal illness or other emergencies or special circumstances without loss of pay. Sick leave shall be granted according to the following:

Nine and ten month employees	10 days per year
Eleven month employees	11 days per year
Twelve month employees	12 days per year

Sick leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation. However, upon initial employment, a *teacher* employed by the School Board shall not be allowed any sick leave until he or she reports for duty and actually performs work.

The minimum of ten (10) days of sick leave for an employee shall be based on the employee beginning work at the beginning of the school year. In the case of an employee beginning work in the first month of the school year, *ten days* sick leave shall be allowed. If an employee begins work in the second month of the school year, *nine days* of sick leave shall be allowed, and the number of days of sick leave shall continue to be prorated for an employee who begins work until the eighth month of the school year, when only *three days* of sick leave shall be allowed. The Superintendent and/or his/her designee shall be responsible for developing and maintaining pertinent regulations and procedures governing sick leave.

### TERMINOLOGY

Statutes governing sick leave for School Board personnel include differing provisions for different categories of employees. For purposes of this policy, the following terminology shall apply:

- A *teacher* shall mean any employee who holds a valid teaching certificate or whose employment requires the holding of a teaching certificate, or any social worker, school counselor, or school psychologist who holds, as applicable, a valid professional ancillary certificate.
- A *bus operator* shall mean any employee who is employed as a school bus operator.
- A *school employee* shall mean an employee who is not a teacher or a school bus operator.
- The use of the term *employee* shall include all three (3) categories of personnel.

## CERTIFICATION OF ABSENCE

An employee who is absent for six (6) or more consecutive days shall be required to present a certificate from a ~~physician, physician assistant~~ clinician certifying such illness. Clinician means a physician, physician assistant providing healthcare services in accordance with Louisiana law, or an advanced practice registered nurse practitioner providing healthcare services in accordance with Louisiana law, ~~certifying such absence upon return to work.~~ In the case of repeated absences of less than six (6) days because of illness, the School Board reserves the right to require verification of illness. Should a pattern of behavior so warrant, upon the request of the Superintendent or School Board, the employee shall be required, at the expense of the School Board, to provide a certificate from a ~~physician-clinician~~ specified by the Superintendent or School Board, in order to verify the existence of ~~an illness, injury, or a~~ medical ~~emergency.~~ necessity.

Excuses for employee absences due to illness or injury must be provided on ~~physician's clinician's~~ letterhead containing the ~~physician's-clinician's~~ name, address, and telephone number, typed, printed, or as part of the letterhead. The ~~physician's-clinician's~~ typed or neatly printed name shall also appear beneath his/her signature. The letter must clearly state the reason for the illness or injury, date of the illness or injury, and the anticipated return-to-work date.

If an employee is absent from duty under circumstances in which he/she is not entitled to any kind of leave, such employee shall be considered to be in violation of his/her contract, and is not entitled to be paid for the days of unauthorized absence and non-performance of duties.

## SICK LEAVE FOR EMERGENCIES

Emergencies for sick leave purposes shall be defined by the School Board as:

1. Illness or death within the immediate family - husband, wife, children and their spouses, parents, brothers and sisters and their spouses; spouse's parents, brothers and sisters and their spouses; grandparents and grandchildren (including step-relations);
2. Weather conditions - hurricane, tornado, snowstorm, flood, accident, when approved by the Superintendent or designee;
3. Court summons; or
4. Other unusual circumstances as approved by the Superintendent or designee.

## EXTENDED SICK LEAVE

The School Board shall permit employees to take up to ninety (90) days of extended sick

leave in each six-year period of employment which may be used for a medical necessity at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. ~~The initial six-year period of employment shall begin on August 15, 1999 for all teachers and bus operators employed as of that date, on August 15, 2008 for school employees employed as of that date, or on the effective date of employment for those employees employed after the dates above.~~ All decisions relative to the granting of extended sick leave shall be made by the Superintendent.

Unused days during any six-year period of employment shall not cumulate or carry forward into the next six-year period of employment. The balance of days of extended sick leave available shall transfer with the employee from one public school employer to another without loss or restoration of days.

Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period, such that any employment with any public school employer, regardless of when it occurs, shall be included in any determination of the balance of days of extended sick leave available to the employee.

Any employee on extended sick leave shall be paid **sixty-five percent (65%)** of the salary paid the employee at the time the extended sick leave begins.

### Definitions

*Child* means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of an employee standing in *loco parentis* to that ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

*Immediate family member* shall mean a spouse, parent, or child of the employee.

*Infant* means a child under one year of age.

*Medical necessity* shall be the result of a catastrophic illness or injury, a life-threatening, chronic, or incapacitating condition, as certified by a ~~physician~~ clinician, of the employee or a member of his/her immediate family.

*Parent* means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

### Extended Sick Leave for Maternity or Adoptive Purposes

Each ~~teacher~~ employee granted maternity or adoptive leave in accordance with state law and who has no remaining sick leave balance available may be granted up to (30) days of additional extended sick leave in each six-year period of employment for personal

illness relating to pregnancy, illness of an infant, or for required medical visits certified by a ~~physician-clinician~~ as relating to infant or maternal health, prior to extended sick leave being taken.

### Gainful Employment Permitted

An employee may undertake additional gainful employment while on extended sick leave, provided **all** of the following conditions are met:

1. The employee can demonstrate that he/she will be working not more than twenty (20) hours a week in a part-time job that the employee has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
2. The ~~physician-clinician~~ who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended sick leave is required.

Any violation of the provisions regarding gainful employment may require the employee to return to the School Board all compensation paid during any week of extended sick leave in which the employee worked more than twenty (20) hours and to reimburse the School Board all related employment costs attributable to such period as calculated by the School Board, without any restoration of leave days.

### Application Process

On every occasion that ~~a teacher~~ an employee uses extended sick leave, a statement from a ~~licensed physician-clinician~~ certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health, or that it is a medical necessity, shall be presented prior to extended sick leave being taken.

~~On every occasion that a bus operator or school employee uses extended sick leave, a statement from a licensed physician certifying that it is a medical necessity for the bus operator or school employee to be absent for at least ten (10) consecutive work days shall be presented prior to extended sick leave being taken.~~

The required ~~physician's-clinician's~~ statement may be presented along with the request for extended sick leave subsequent to the ~~teacher's or school~~ employee's return to service. In such a case, the extended sick leave shall be granted for all days for which extended sick leave is requested, provided the request and required documentation are presented within three (3) days after the ~~teacher or school~~ employee returns to service. However, the School Board or Superintendent reserves the right to question the validity of the medical certification after the three (3) day period.

If the period an employee is on extended sick leave is anticipated to carry over from one



school year to the start of the next school year, another application and [physician's clinician's](#) statement shall be submitted prior to the start of the next school year in order to be eligible for continued extended sick leave.

#### SICK LEAVE FOR ASSAULT OR BATTERY

Any employee of the public schools who is disabled while acting in his/her official capacity as a result of an assault or battery by any student or person shall receive sick leave without reduction in pay, and without reduction in accrued sick leave days while disabled as a result of such assault and battery. A *teacher* shall be required to provide a certificate from a physician certifying the disability. A *bus operator* or *school employee* shall be required to present certification of the disability from a physician if the bus operator or school employee is absent for six (6) or more consecutive days as a result of the disability.

*Disability*, for purposes of this policy, shall mean the inability to perform the essential functions of the job.

The sick leave authorized shall be in addition to all other sick leave authorized herein, shall not be accumulated from year to year, nor shall such additional sick leave be compensated for at death or retirement, or compensated for in any manner except as set forth above.

The School Board shall not reduce the pay or accrued sick leave of any employee who is absent from his/her duties to seek medical attention or treatment as a result of an injury from assault or battery.

If the employee's physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the employee's leave shall be granted or continued as provided by statute.

If any employee is receiving sick leave as a result of assault or battery as provided in this section and begins receiving retirement benefits, the sick leave provided herein shall cease.

#### SICK LEAVE FOR PHYSICAL CONTACT WITH A STUDENT

Any *teacher* who is disabled while acting in his/her official capacity as a result of physical contact with a student while providing physical assistance to a student to prevent danger or risk of injury to the student, shall receive sick leave for a period of up to one (1) calendar year without reduction in pay and without reduction in accrued sick leave days while disabled as a result of rendering such assistance Any *school employee*, but not a *bus operator*, disabled, [as defined in La. Rev. Stat. Ann. §17:1200\(C\)](#), in a similar manner shall receive up to ~~ninety (90) days~~ [one \(1\) year](#) of such sick leave. The *teacher* or *school employee* shall be required to present a certificate from a physician certifying the disability. The School Board may extend the period of sick leave beyond the allowable

period at its discretion.

The School Board shall not reduce the pay or accrued sick leave of any *teacher* or *school employee* who is absent from his/her duties to seek medical attention or treatment as a result of an injury from physical contact with a student.

If the *teacher's* or *school employee's* physician determines that the employee is able to return to regular duties with restrictions and the School Board does not allow the employee to return to duty with those restrictions, the *teacher's* or *school employee's* leave shall be granted or continued as provided by statute.

#### VALIDITY OF ~~PHYSICIAN'S~~ CLINICIAN'S CERTIFICATION

If at any time during the period of certified disability the School Board questions the validity or accuracy of the ~~physician's~~ clinician's physician's certification for any type of sick leave request made by a *teacher*, or for extended leave or leave requested as a result of physical assault or battery made by a *bus operator* or *school employee*, the School Board may require the employee to be examined by a ~~licensed physician~~ clinician selected by the School Board.

Any further review of medical certification shall proceed as follows:

1. Upon review of the ~~physician's~~ clinician's certification submitted, if the School Board or Superintendent questions the validity or accuracy of the certification, the School Board or Superintendent may require the employee, or the immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a ~~licensed physician~~ clinician selected by the School Board or Superintendent. If the ~~physician~~ clinician finds medical necessity or certifies a disability, the leave shall be granted.
2. If the selected ~~physician~~ clinician disagrees with the original medical certification from the ~~physician~~ clinician selected by the employee, then the School Board or Superintendent may require the employee, or immediate family member, as applicable, as a condition for taking the applicable sick leave, to be examined by a *third* ~~licensed physician~~ clinician, whose name appears next in the rotation of ~~physicians~~ clinicians on a list established by the local medical society and maintained by the School Board or Superintendent. The final determination of medical necessity or certification of a disability shall be based on the opinion of the *third* ~~physician~~ clinician.
3. In the determination of the validity of a ~~physician's~~ clinician's certification, the opinion of *all* ~~physician's~~ clinicians consulted shall be submitted to the School Board or Superintendent in the form of a **sworn statement**. All information contained in any statement from a ~~physician~~ clinician shall be confidential and shall not be subject to the public records law.

The School Board shall pay all costs of any examinations and tests determined to be necessary.

#### SICK LEAVE/WORKERS' COMPENSATION

Should any *teacher* become injured or disabled while acting in his/her official capacity, other than by assault, the *teacher* shall be entitled to appropriate worker's compensation benefits and/or sick leave benefits, at the *teacher's* option, for the period of time while injured or disabled. Any benefits received, however, shall not exceed the total amount of the regular salary the *teacher* was receiving at the time of injury or disability. The *teacher* shall be required to present a certificate from a physician certifying such injury or incapacitation.

#### VESTING OF SICK LEAVE

All sick leave accumulated by a *teacher* or *school employee*, but *not a bus operator*, shall be vested in the *teacher* or *school employee* by whom such leave has been accumulated. In the event of the transfer of a *teacher* or *school employee* from one school system to another in Louisiana, or upon the return of such *teacher* or *school employee* to the same school system within five (5) years or such longer period that may be approved by the School Board to which the *teacher* or *school employee* returned, regardless of the dates on which the leave was accumulated or the date of transfer or return of the *teacher* or *school employee*, such vested leave which remains unused or for which the *teacher* or *school employee* has not been compensated directly or transferred such days for retirement credit, shall be transferred, returned to, or continued by the School Board and shall be retained to the credit of *teacher* or *school employee*.

#### PAYMENT UPON RETIREMENT OR DEATH

Upon the retirement of any employee, or upon the employee entering DROP, or upon the employee's death prior to retirement, the School Board shall pay the employee or his/her heirs or assigns, for any unused sick leave, not to exceed twenty-five (25) days. Such pay shall be at the daily rate of pay paid to the employee at the time of his/her retirement or death.

#### DEFERRED RETIREMENT OPTION PROGRAM (DROP)

Any employee of the City of Baker School Board who participates in the *Deferred Retirement Option Program (DROP)* shall be eligible for and may elect to receive on a one-time basis severance pay (accrued sick leave up to a maximum of twenty-five (25) days) upon entering DROP on the same basis as any other employee who retires or otherwise leaves employment; otherwise, any accrued sick leave shall be paid only upon final retirement of the employee.

Revised: August, 2001  
Revised: January 21, 2003  
Revised: September, 2004  
Revised: February 3, 2009  
Revised: July, 2012  
Revised: May 3, 2016

Revised: July 25, 2018  
Revised: March 3, 2020  
Revised: May 4, 2021  
Revised: February 1, 2022  
Revised: December 6, 2022  
Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§14:125, 17:425, 17:425.1, 17:500, 17:500.1, 17:500.2, 17:1200, 17:1201, 17:1202, 17:1205, 17:1206, 17:1206.1, 17:1206.2; Board minutes, 1-21-03, 2-3-09, 5-3-16, 7-25-18, 3-3-20, 5-4-21, 2-1-22, 12-6-22.

## SICK LEAVE BANK

The City of Baker School Board recognizes that major illnesses and catastrophic injuries may warrant the need for additional sick leave by an employee. The School Board shall create and maintain a *Sick Leave Bank* which provides an opportunity for employees to donate sick leave days, which in turn may be used by employees in emergency situations when their own sick leave days have been exhausted.

Donations of sick leave days ~~shall~~ may be made to the Sick Leave Bank ~~and not or~~ directly to individual employees. Three (3) separate accounts shall be established within the Sick Leave Bank: one for teachers, one for bus operators, and one for school employees. Donations to the Sick Leave Bank shall be credited to the appropriate account depending on the classification of the donor. Donations made directly to individuals shall only be allowed within the appropriate classification. All donations shall be made by notarized *Acts of Donation*, and shall be made in accordance with other provisions of this policy. Once executed, any donation made shall be *irrevocable*.

Receipt of sick leave days from the Sick Leave Bank shall be based on a written application submitted by an employee to the Superintendent and/or his/her designee. Assessment and any decisions regarding the granting of days from the Sick Leave Bank shall be the responsibility of the Superintendent. His/her decisions shall be *final*, and such decisions shall not be subject to review by the School Board or subject to the School Board's grievance procedures.

### ADMINISTRATION OF SICK LEAVE BANK

~~Donations of sick leave days shall be made directly to the Sick Leave Bank. Three (3) separate accounts shall be established within the Sick Leave Bank: one for teachers, one for bus operators, and one for school employees. Donations to the Sick Leave Bank shall be credited to the appropriate account depending on the classification of the donor.~~

Applications for receipt of donated sick leave days from the Sick Leave Bank shall be in writing and include a statement from a licensed physician certifying a *medical necessity* for the employee to be absent from work. The application shall be submitted at least twenty (20) work days prior to the anticipated beginning date of leave. In cases of extenuating circumstances, the Superintendent may waive or alter the application deadline. Upon review of the applications, if questions about the validity or accuracy of the certification arise, the Superintendent may require additional medical certification as outlined under *Extended Sick Leave* in policy *GBRIB, Sick Leave*.

*Medical necessity* shall be the result of a catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition of the employee or a member of his/her immediate family. *Immediate family member* shall mean a spouse, parent, or child of the

employee.

All records generated in the administration of the Sick Leave Bank [and direct donations to individual employees](#), as well as the confidentiality of applicable records, shall be properly maintained by the Superintendent and staff in accordance with statutory provisions.

#### Donor Eligibility

1. Employees who wish to donate accrued sick leave days shall have been actively employed by the School Board for a period of thirty-six (36) consecutive months as of the date of the intended donation.
2. Only employees with a balance of more than fifty (50) sick leave days as of the date of the intended donation shall be permitted to donate to the Sick Leave Bank. No donation shall be permitted which causes the donor's sick leave balance to fall below fifty (50) days. A maximum of ten (10) days may be donated in a fiscal year. An individual may make only one (1) donation in a fiscal year.
3. Employees wishing to donate sick leave shall complete the appropriate *Act of Donation Form*. The donation shall irrevocably relinquish all future claims and rights to such donated sick leave. The days donated shall be permanently deducted from the total number of accumulated sick leave days the employee has on the date the donation is approved.
4. All donations shall be strictly voluntary.
5. No transfer shall become valid until all forms, verifications and signatures have been completed and signed by the Superintendent.
6. All donations shall be in units of whole days.
7. [An employee may donate sick leave directly to another employee in an amount not to exceed one-half of the donating employee's accumulated leave as calculated at the beginning of the school year.](#)

#### Recipient Eligibility

1. Recipients shall be actively employed by the School Board at the time that medical necessity is determined.
2. Recipients shall have been employed by the School Board for at least thirty-six (36) consecutive months as of the date of the intended usage.

3. Employees who are recipients shall have exhausted all current and accumulated sick leave and have used all days of extended sick leave and any other applicable leave to which the employee may be entitled. In addition, those employees who receive annual leave shall have exhausted all annual leave time before becoming eligible to receive sick leave days from the Sick Leave Bank.
4. The maximum number of sick leave days that may be granted to a recipient at one time shall be twenty (20) work days.
5. Of those days granted, any remaining unused at the end of the fiscal year shall be returned to the Sick Leave Bank.
6. A separate application shall be submitted for each occasion that an employee may request receipt of sick leave days from the Sick Leave Bank. Each application shall include necessary documentation attesting to medical necessity. The physician's certification must address circumstances relative to each separate request. The separate application requirement may be waived by the Superintendent as circumstances may warrant.
7. Donated sick leave shall not be used on an intermittent daily basis.

#### Miscellaneous Provisions

1. The Superintendent shall be authorized to make determinations and clarifications of these provisions. All determinations and clarifications made by the Superintendent shall be **final**.
2. All transactions shall become part of the permanent personnel files of the employees. *Act of Donation Forms* shall be placed in donor personnel files depicting the actual number of days deducted from accrued sick leave days on file after the donation is made.
3. The number of days withdrawn from the Sick Leave Bank shall not exceed the number of days available within the appropriate account of the Bank.
4. At least ninety percent (90%) of the leave balance shall be retained in each account of the bank from one school year to the next.

New policy: May 3, 2016  
Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§17:81, 17:500.2, 17:1202, 17:1205, 17:1206.2; La. Civil Code, Art. 1541, 1542, 1833; Board minutes, 5-3-16.

## CORPORAL PUNISHMENT

Every teacher is authorized to hold every pupil to a strict accountability for any disorderly conduct in school or on the playground of the school, or on any school bus going to or returning from school, or during intermission or recess.

Corporal punishment shall not be allowed in the City of Baker School System.

In accordance with Louisiana statutory provisions, *corporal punishment* means using physical force to discipline a student, with or without an object. Corporal punishment includes hitting, paddling, striking, spanking, slapping, or any other physical force that causes pain or physical discomfort. [Taping a student's mouth shut or otherwise restricting his or her airway in any manner is prohibited.](#)

Corporal punishment does not include:

1. The use of reasonable and necessary physical restraint of a student to protect the student, or others, from bodily harm or to obtain possession of a weapon or other dangerous object from a student.
2. The use of seclusion and restraint as provided in La. Rev. Stat. Ann. §17:416.21.

Nothing contained herein shall be interpreted as prohibiting an employee from using physical force, reasonable and appropriate under the circumstances, in defending himself/herself against a physical attack by a student or to restrain a student from attacking another student or employee, or to prevent acts of misconduct which are so anti-social or disruptive in nature as to shock the conscience.

Revised: July 25, 2018

Revised: August, 2024

Ref: US Constitution, Amend. XIII; US Constitution, Amend. XIV §1; Ingraham v. Wright, 97 S. Ct. 1401, (1977); Baker v. Owen, 96 S. Ct. 210 affirming 395 F. Supp. 294 (M.D.N.C., 1975); La. Rev. Stat. Ann. §§17:81.6, 17:223, 17:416, 17:416.1; Board minutes, 7-25-18.



## STUDENT HEALTH SERVICES

### HEALTH CARE CENTERS

In order to provide adequate health care and services to students, the City of Baker School Board may authorize the establishment of student health care centers in the schools of the parish. Any health clinic established shall be supervised by a school nurse, who shall be licensed in accordance with state law. Health care centers shall provide services which include, but are not limited to the following: treatment of minor illness and injury, routine physical examinations, immunizations, referrals to alcohol and drug abuse prevention program counselors, and mental health services. No student shall receive any type of service unless the required standardized school health forms as outlined in *Health and Safety*, Bulletin 135, Louisiana Department of Education, have been signed, returned to school, and have been filed in the clinic.

### HEARING AND VISION SCREENING

The School Board, during the first semester of the school year, or within thirty (30) days after the admission of students entering school late in the session, shall test the sight, including color screening for all first grade students, and hearing of students according to the schedule outlined by the American Academy of Pediatrics, except those students whose parents or guardians may object to such tests. Students may also be tested upon referral or requests of teachers and/or parents.

A record of such examination shall be kept and the administrators shall be required to follow up on the deficiencies within sixty (60) days, and shall notify in writing the parent or tutor of every student found to have any defect of sight or hearing.

### EDUCATIONAL SCREENING AND EVALUATION

Every student in grades kindergarten through third shall be screened, at least once, for the existence of impediments to a successful school experience. No student shall be screened if his/her parent or guardian objects to such screening. Such impediments shall include:

1. dyslexia and related disorders;
2. attention deficit disorder; and
3. social and environmental factors that put a student "at risk."

Students in need of services and/or assistance shall have it provided to them. The screenings shall be done directly by elementary school counselors, pupil appraisal personnel, teachers, or any other professional employees of the School Board who have been appropriately trained, all of whom shall operate as advocates for the students identified as needing services or assistance. No screenings shall be done by persons who have not been trained to do such screenings.

The School Board shall ensure that educational screening activities, conducted by a committee at the school level, shall be completed before a student is referred for an individual evaluation through pupil appraisal services.

Students who are experiencing learning or adjustment difficulties in a regular program, but are not thought to be exceptional, may receive support services from pupil appraisal by a referral from a committee at the school level.

### Testing for Dyslexia

A dyslexia screener selected by the Louisiana Department of Education shall be administered to each student in the second half of kindergarten, or upon the request of a teacher or parent or legal guardian ~~student, school nurse, classroom teacher, or other school personnel who has reason to believe that a student has a need to be tested for dyslexia and related disorders, that student shall be referred to the school building level committee for additional testing.~~ The School Board shall provide remediation for students with dyslexia or related disorders in an appropriate education program.

For purposes of this policy, *dyslexia* shall be defined as an unexpected difficulty in reading for an individual who has the intelligence to be a much better reader, most commonly caused by a difficulty in phonological processing, which affects the ability of an individual to speak, read, and spell. *Phonological processing* means the appreciation of the individual sounds of spoken and written language.

### OTHER HEALTH CONSIDERATIONS

The School Board acknowledges that only properly trained personnel shall make recommendations regarding certain health issues of students.

The School Board shall prohibit, in accordance with statutory provisions, any teacher employed by the School Board from recommending that a student be administered a psychotropic drug, specifying or identifying any specific mental health diagnosis for a student, or using a parent's or guardian's refusal to consent to the administration of a psychotropic drug to a student or to a psychiatric evaluation, screening, or examination of a student as grounds for prohibiting the student from attending any class or participating in any school-related activity or as the sole basis of accusations of child abuse or neglect against the parent or guardian.

The provisions of the above paragraph shall not be construed so as to prohibit any of the following:

1. An employee of the School Board who is a registered nurse, nurse practitioner, physician, or an appropriately credentialed mental health professional or teacher from recommending that a student be evaluated by an appropriate medical practitioner.

2. A teacher or other certified employee of the School Board from suggesting a student be assessed or evaluated by qualified employees of the School Board who perform such function.
3. A teacher assessing or evaluating any element of a student's academic readiness, performance, or achievement.
4. Any employee of the School Board from discussing any aspect of a student's behavior or academic progress with the student's parent or guardian or any other employee of the School Board.

### Definitions

*Psychotropic drug* shall mean a substance that is used in the diagnosis, treatment, or prevention of a disease or as a component of a medication and is intended to have an altering effect on perception, emotion, or behavior.

*Teacher*, for purposes of this section of the policy, shall mean any person employed by the School Board, who, as a condition of employment, is required to hold a valid teaching certificate issued by the Louisiana Department of Education and any person employed by the School Board as a substitute teacher.

### SEIZURE TREATMENT AND TRAINING

The parent or guardian of a student with a seizure disorder may submit to the administration of the student's school a seizure management and treatment plan developed by the student's parent and treating physician for review and use by school employees with whom the student has regular interaction. The plan shall include the following:

1. The health care services the student may receive at school or while participating in a school activity.
2. Evaluation of the student's ability to manage and understand his/her seizure disorder.
3. Signatures from the student's parent or guardian and from the treating physician.

School nurses and such school employees and school bus operators who have regular interactions with a student for whom there is a seizure management and treatment plan shall be required to biennially successfully complete instruction provided by the Department of Education.

## ADMINISTERING CATHETERS

The School Board shall not require any employee other than a registered nurse or a licensed medical physician to catheterize any student until all of the following conditions have been met:

1. A registered nurse or licensed medical physician, employed by the School Board, has assessed the health status of the specific child in his/her specific educational setting. The registered nurse has determined that the procedure could be safely performed, the results are predictable and could be delegated to someone other than a registered nurse following documented training.
2. The registered nurse or licensed medical physician shall train at least two (2) employees to catheterize the specific child in his/her educational setting. The employees shall be given not less than eight (8) hours of training in the area of catheterization of students.
3. Following the training provided for in #2, no catheterization may be performed unless prescribed in writing by a licensed medical physician. The employee, other than the registered nurse or licensed medical physician, shall be required to complete, under the direct supervision of a registered nurse, a minimum of five (5) catheterizations. Upon one hundred percent successful completion of these catheterizations, the registered nurse or licensed medical physician and the trainee shall sign a standard form indicating that the trainee has attained the prescribed level of competency. A copy of this form shall be kept on file by the school system.
4. Individuals who are required to perform catheterizations and have been trained according to statutory provisions, may not decline to perform such service except as exempted by a licensed medical physician or a registered nurse. The reasons for such exemption shall be documented and certified by the licensed medical physician or a registered nurse within seventy-two (72) hours.
5. Any employee shall have the right to request that another School Board employee be present while catheterizing the student, to serve as a witness to the procedure. After making such a request, the employee shall not be required to catheterize a student without such a witness.

The provisions of this part of the policy shall be restricted to those students who have had intermittent catheterization prescribed as a treatment for urinary or neurologic dysfunction and not for continuous bladder drainage or to obtain urine specimens for diagnostic purposes. No employee shall be requested to catheterize any student for continuous bladder drainage or to obtain urine specimens for diagnostic purposes.

## PERFORMING NONCOMPLEX HEALTH PROCEDURES

The term *noncomplex health procedure* shall mean a task which is safely performed according to exact directions, with no need to alter the standard procedure, and which yields predictable results. It shall include the following:

1. Modified activities of daily living which require special instruction such as toileting/diapering, bowel/bladder training, toilet training, oral/dental hygiene, lifting/positioning, and oral feeding.
2. Health maintenance procedures such as postural drainage, percussion, tracheostomy suctioning, gastrostomy feeding and monitoring of these procedures.
3. Screenings such as growth, vital signs, hearing, vision, and scoliosis.

No noncomplex health procedure, except screenings and activities of daily living such as toileting/diapering, toilet training, oral/dental hygiene, oral feeding, lifting, and positioning may be performed unless prescribed in writing by a physician licensed to practice medicine in the state of Louisiana or any other state of the United States.

The School Board shall not require any employee other than a registered nurse, licensed medical physician, an appropriate licensed health professional, or, in the case of tracheostomy suctioning procedure, any hired and trained unlicensed nursing personnel or unlicensed assistive personnel as defined by the Louisiana State Board of Nursing, to perform noncomplex health procedures until all the following conditions have been met:

1. A registered nurse or a licensed medical physician and, when appropriate, another licensed health professional employed by the School Board, has assessed the health status of the specific child in his/her specific educational setting and has determined that, according to the legal standards of the respective licensed health professional performing such procedure, the procedure can be safely performed, the results are predictable, and the procedure can be delegated to someone other than a licensed health professional following documented training.
2. The registered nurse or the licensed medical physician and, when appropriate, another licensed health professional shall train, in his or her area of expertise, at least two (2) such employees to perform noncomplex health procedures on the specific child in his/her educational setting. The employees shall be given not less than four (4) hours of training in the area of noncomplex health procedures.
3. Following the training provided for in #2, no noncomplex health procedure, except screenings and activities of daily living such as toileting/diapering, toilet training, oral/dental hygiene, oral feeding, lifting, and positioning may

be performed unless prescribed in writing by a physician licensed to practice medicine in the state of Louisiana or an adjacent state.

The employee, other than the registered nurse, licensed medical physician, or appropriate licensed health professional shall be required to complete, under the direct supervision or coordination of a registered nurse, a minimum of three (3) satisfactory demonstrations. Upon satisfactory completion of these noncomplex health procedures, the registered nurse, licensed medical physician, or appropriate licensed health professional and the trainee shall sign a standard form indicating that the trainee has attained the prescribed level of competency. A copy of this form shall be kept on file by the school system.

4. Individuals who are required to perform noncomplex health procedures and have been trained according to the provisions of state law and this policy may not decline to perform such service at the time indicated except as exempted for reasons as noted by the licensed medical physician or registered nurse. The reasons for such exemption shall be documented and certified by the licensed medical physician or a registered nurse within seventy-two (72) hours.
5. An employee shall have the right to request that another School Board employee be present while he/she is performing noncomplex health procedures for a student, to serve as a witness to the procedure. After making such a request, the employee shall not be required to perform noncomplex health procedures without such a witness.
6. Employees who have volunteered to perform a tracheostomy suctioning procedure and who comply with the training and demonstration requirements outlined in #2 and #3 above may be allowed to perform such procedure on a child in an educational setting.

The School Board shall provide the necessary safety equipment, materials, and supplies to each employee who performs noncomplex health procedures. Such safety equipment, materials, and supplies shall include but not be limited to gloves, anti-bacterial soaps and wipes, paper towels and masks.

For the purposes of this section of the policy, *employee* means any appropriate member of the education staff, and *appropriate licensed health professional* shall include a licensed practical nurse.

Revised: August, 2003  
Revised: November 7, 2006  
Revised: September 1, 2009  
Revised: May, 2013  
Revised: May 3, 2016

Revised: July 25, 2018  
Revised: November 18, 2020  
Revised: December 6, 2022  
Revised: October, 2023  
Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§14:403, 17:170, 17:392.1, 17:435, 17:436, 17:436.2, 17:436.4, 17:2112, 40:31.3; Irving Independent School District v. Tatro, 104 S. Ct. 33371 (1984); Health and Safety, Bulletin 135, Louisiana Department of Education; Board minutes, 11-7-06, 9-2-09, 5-3-16, 7-25-18, 11-18-20, 12-6-22.

## IMMUNIZATIONS

The City of Baker School Board shall require each student entering any school for the first time, and at any other time as required by the state, to present satisfactory evidence of immunity to or immunization against vaccine-preventable diseases according to state law and a schedule approved by the state Department of Health and Hospitals (DHH), Office of Public Health (OPH), or present evidence of an immunization program in progress. The School Board may require immunizations or proof of immunity more extensive than required by the Department of Health and Hospitals (DHH), Office of Public Health (OPH). Any student failing to meet the immunization standards shall be prohibited from attending school until such time as the immunization standards are met.

*In progress* shall mean that the student has an immunization due after the date school has begun, because the student began his/her immunization late, or because the student's pediatrician has provided written orders for the student to receive an immunization after a certain date.

## TRANSFERRING STUDENTS

A student transferring from another school system in or out of the state shall submit either a certificate of immunization or a letter from his/her personal physician or a public health clinic indicating immunization against the diseases in the schedule approved by the Office of Public Health have been performed, or a statement that such immunizations are in progress.

If booster injections for the diseases enumerated on the state schedule are advised, such booster injections shall be administered before the student enters a school system within the state.

## ENFORCEMENT

Principals or their designated representatives shall be responsible for checking students' records to see that the provisions of this policy are enforced, and to electronically transmit immunization reports to the OPH through the *Louisiana Immunization Network for Kids Statewide*, when capable.

## EXCEPTIONS

No student seeking to enter any public school in the City of Baker shall be required to comply with the provisions of this written policy if the student or his/her parent or guardian submits either a written statement from a physician stating that this procedure is contraindicated for medical reasons, or a written dissent from the student or his/her parents.



Exception in compliance may also apply to any person who is unable to comply due to a shortage in the supply of available vaccinations.

No teacher or school employee or administrator shall distinguish between students based on whether a student has or has not received vaccines from the schedules provided for in this policy. Actions prohibited include but are not limited to discrimination based on a student's vaccination status in any of the following acts:

1. Determination of eligibility for athletics or other extracurricular activity.
2. Allowing or denying participation inside and outside of the classroom.
3. Issuance of surveys to students relative to vaccination status.
4. Organizing seating arrangements.

#### EXCLUSION FROM ATTENDANCE

If an outbreak of a vaccine-preventable disease occurs, upon the recommendation of the state Office of Public Health, school administrators may exclude from attendance unimmunized students until the appropriate disease incubation period has expired, or the unimmunized person presents evidence of immunization.

Notwithstanding any other provision of law to the contrary, no student shall be required to receive a COVID-19 vaccine as a condition of initial enrollment or continuing attendance at any school in the City of Baker School District.

Approved: May 19, 2009  
Revised: March 3, 2020  
Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§17:170, 17:170.1, 17:170.2, 17:170.3, 17:170.4; Health and Safety, Bulletin 135, Louisiana Department of Education; Board minutes, 5-19-09, 3-3-20.

## ADMINISTRATION OF MEDICATION

It is the policy of the City of Baker School Board that the administration of medication to students at school shall meet the following conditions and limitations. As used in this policy, the term *medication* shall include all prescription and non-prescription drugs.

1. WRITTEN ORDERS, APPROPRIATE CONTAINERS, LABELS, AND INFORMATION
  - A. Medication shall not be administered to any student without a completed *Medication Order* from a physician or dentist licensed to practice medicine in the state of Louisiana or an adjacent any other state of the United States, or any other authorized prescriber authorized in the state of Louisiana or any other state of the United States to prescribe medication or devices, **and** a letter of request and authorization from the student's parent or guardian. The following information shall be included:
    - 1) the student's name
    - 2) the name and signature of the physician/dentist/other authorized prescriber
    - 3) physician's/dentist's/other authorized prescriber's business address, office phone number, and emergency phone numbers
    - 4) relevant diagnosis
    - 5) name, amount of each school dose, time of school administration, route of medication, and reason for use of medication
    - 6) a written statement of the desired effects and the child specific potential adverse effects
  - B. Medication shall be provided to the school by the parent/legal guardian in the container that meets acceptable pharmaceutical standards and shall include the following information:
    - 1) name of pharmacy
    - 2) address and telephone number of pharmacy
    - 3) prescription number
    - 4) date dispensed
    - 5) name of student
    - 6) clear directions for use, including the route, frequency, and other as indicated
    - 7) drug name and strength
    - 8) last name and initial of pharmacist
    - 9) cautionary auxiliary labels, if applicable
    - 10) physician's/dentist's/other authorized prescriber's name

Labels of prepackaged medications, when dispensed, shall contain the following information in addition to the regular pharmacy label:

- 1) drug name
- 2) dosage form
- 3) strength
- 4) quantity
- 5) name of manufacturer and/or distributor
- 6) manufacturer's lot or batch number

2. ADMINISTRATION OF MEDICATION: GENERAL PROVISIONS

- A. Once trained, the school employee who administers medication may not decline to perform such service at the time indicated, unless exempted in writing by the MD or RN.
- B. During the period when the medication is administered the person administering medication must be relieved of all other duties. This requirement does not include the observation period required in 2.-F below.
- C. Except in the case of a trained unlicensed diabetes care assistant administering diabetes medications (if applicable) or in life-threatening situations, trained unlicensed school personnel may not administer injectable medications.
- D. All medications must be stored in a secured locked area or locked drawer with limited access except by authorized trained school personnel.
- E. Only oral, inhalant, topical ointment for diaper rash, and emergency medications may be administered at school by unlicensed, but trained, school personnel. Under special circumstances, other medications not mentioned above may be administered as necessary, as approved by the school nurse.
- F. Each student must be observed by a school employee for a period of 45 minutes following the administration of medication. This observation may occur during instruction time.
- G. School medication orders shall be limited to medication which cannot be administered before or after school hours.

3. PRINCIPAL

The principal shall designate at least two (2) employees to receive training and administer medications in each school.

## 4. TEACHER

The classroom teacher who is not otherwise previously contractually required shall not be assigned to administer medications to students. A teacher may request in writing to volunteer to administer medications to his/her own students. The administration of medications shall not be a condition of employment of teachers employed subsequent to July 1, 1994. A regular education teacher who is assigned an exceptional child shall not be required to administer medications.

## 5. SCHOOL NURSE

A. The school nurse, in collaboration with the principal, shall supervise the implementation of the school policies for the administration of medications in schools to ensure the safety, health and welfare of the students.

B. The school nurse shall be responsible for the training of non-medical personnel who have been designated by each principal to administer medications in each school. The training must be at least six (6) hours and include but not be limited to the following provisions:

- 1) Proper procedures for administration of medications including controlled substances
- 2) Storage and disposal of medications
- 3) Appropriate and correct record keeping
- 4) Appropriate actions when unusual circumstances or medication reactions occur
- 5) Appropriate use of resources

## 6. PARENT/LEGAL GUARDIAN

A. The parent/legal guardian who wishes medication administered to his/her child shall provide the following:

- 1) A letter of request and authorization that contains the following information:
  - a. the student's name;
  - b. clear instructions for school administration;
  - c. prescription number, if any;
  - d. current date;
  - e. relevant diagnosis;
  - f. name, amount of each school dose, time of school administration, route of medication, and reason for use of medication;
  - g. physician's/dentist's/other authorized prescriber's name;

- h. the parent's/legal guardian's printed name and signature;
  - i. parent's/legal guardian's emergency phone number;
  - j. statement granting or withholding release of medical information;
- 2) A written order for each medication to be given at school, including annual renewals at the beginning of the school year. The new orders dated before July of that school year shall not be accepted. No corrections shall be accepted on the physician's *Medication Order* form. Alteration of this form in any way or falsification of the signature is grounds for prosecution. Orders for multiple medications on the same form, an incomplete form, or a form with a physician's/dentist's/other authorized prescriber's stamp shall not be accepted. Faxed orders may be accepted; original orders must be received within five (5) business days.
  - 3) A prescription for all medications to be administered at school, including medications that might ordinarily be available over-the-counter. **Only** the physician/dentist/other authorized prescriber or his/her staff may write on the *Medication Order* form. This form must be signed by the physician/dentist/other authorized prescriber.
  - 4) A list of all medications that the student is currently receiving at home and school, if that listing is not a violation of confidentiality or contrary to the request of the parent/legal guardian or student.
  - 5) A list of names and telephone numbers of persons to be notified in case of medication emergency in addition to the parent/legal guardian and licensed physician/dentist/other authorized prescriber.
  - 6) Arrangements for the safe delivery of the medication to and from school in the properly labeled container as dispensed by the pharmacist; the medication must be delivered by a responsible adult. The parent/ legal guardian will need to get two (2) containers for each prescription from the pharmacist in order that the parent/legal guardian, as well as the school, will have a properly labeled container. If the medication is not properly labeled and does not match the physician's order exactly, it will not be given.
- B. All aerosol medications shall be delivered to the school in pre-measured dosage.
  - C. Provide no more than a thirty-five (35) school day supply of medication in a properly labeled container to be kept at school.

- D. The initial dose of a medication shall be administered by the student's parent/legal guardian outside the school jurisdiction with sufficient time for observation for adverse reactions.
- E. The parent/legal guardian shall work with those personnel designated to administer medication as follows:
  - 1) Cooperate in counting the medication with the designated school personnel who receives it and sign the *Drug Receipt* form.
  - 2) Cooperate with school staff to provide for safe, appropriate administration of medications to students, such as positioning, and suggestions for liquids or foods to be given with the medication.
  - 3) Assist in the development of the emergency plan for each student.
  - 4) Comply with written and verbal communication regarding school policies.
  - 5) Grant permission for school nurse/physician/ dentist/other authorized prescriber consultation.
  - 6) Remove or give permission to destroy unused, contaminated, discontinued, or out-of-date medications according to the school guidelines.

## 7. STUDENT SELF-MEDICATION

Only those medical conditions which require immediate access to medications to prevent a life threatening or potentially debilitating situation shall be considered for self-administration of medication. Compliance with the school policy for a drug-free zone shall also be met if possible.

### Asthma, Diabetes, or the Use of Auto-Injectable Epinephrine

Self-administration of medications by a student with asthma or diabetes or the use of auto-injectable epinephrine by a student at risk of anaphylaxis shall be permitted by the School Board, provided the student's parent or other legal guardian provides the school in which the student is enrolled with the following documentation:

- A. Written authorization for the student to carry and self-administer such prescribed medications.
- B. Written certification from a licensed medical physician or other authorized prescriber that the student:

- 1) has asthma, diabetes, or is at risk of having anaphylaxis
  - 2) has received instruction in the proper method of self-administration of the student's prescribed medications to treat asthma, diabetes, or anaphylaxis
- C. A written treatment plan from the student's licensed physician or authorized prescriber for managing asthma, diabetes, or anaphylactic episodes. The treatment plan shall be signed by the student, the student's parent or other legal guardian, and the student's physician or other authorized prescriber. The treatment plan shall contain the following information:
- 1) The name, purpose, and prescribed dosage of the medications to be self-administered.
  - 2) The time or times the medications are to be regularly administered and under what additional special circumstances the medications are to be administered.
  - 3) The length of time for which the medications are prescribed.
- D. Any other documentation required by the School Board.

The required documentation shall be maintained in the office of the school nurse or other designated school official.

The School Board shall inform the parent or other legal guardian of the student in writing that the school and its employees shall incur no liability as a result of any injury sustained by the student from the self-administration of medications used to treat asthma, diabetes, or anaphylaxis. The parent or other legal guardian of the student shall sign a statement acknowledging that the school shall incur no liability and that the parent or other legal guardian shall indemnify and hold harmless the school and its employees against any claims that may arise relating to the self-administration of medications used to treat asthma, diabetes, or anaphylaxis.

A student who has been granted permission to self-administer medication by the School Board shall be allowed to carry and store with the school nurse or other designated school official an inhaler, auto-injectable epinephrine, or insulin, at all times.

Permission for the self-administration of asthma or diabetes medications or use of auto-injectable epinephrine by a student shall be effective only for the school year in which permission is granted. Permission for self-administration of asthma or diabetes medications or the use of auto-injectable epinephrine by a student shall be granted by the School Board each subsequent school year, provided all of the

requirements of this part of the policy are fulfilled.

Upon obtaining permission to self-administer asthma or diabetes medication or to use auto-injectable epinephrine, a student shall be permitted to possess and self-administer such prescribed medication at any time while on school property or while attending a school sponsored activity. A student who uses any medication permitted by this policy in a manner other than as prescribed shall be subject to disciplinary action; however, such disciplinary action shall not limit or restrict such student's immediate access to such prescribed medication.

*Auto-injectable epinephrine* means a medical device for the immediate self-administration of epinephrine by a person at risk for anaphylaxis.

*Glucagon* means a hormone that raises the level of glucose in the blood. Glucagon, given by injection is used to treat severe hypoglycemia.

*Inhaler* means a medical device that delivers a metered dose of medication to alleviate the symptoms of asthma.

*Insulin Pen* means a pen-like device used to put insulin into the body.

*Insulin Pump* means a computerized device that is programmed to deliver small, steady, doses of insulin.

#### Other Permitted Medications

Self-administration of other medications by a student may be permitted by the School Board, provided that:

- A. *Medication Order* from the physician or authorized prescriber and from the student's parent or guardian shall be on file and communication with the prescriber has been established.
- B. The school nurse has evaluated the situation and deemed it to be safe and appropriate, and has developed a medical administration plan for general supervision. The administration plan may include observation of the procedure, student health counseling and health instruction regarding the principles of self-care.
- C. The principal and appropriate staff are informed that the student is self-administering the prescribed medication.
- D. The medication is handled in a safe, appropriate manner.
- E. The school principal and the school employed registered nurse determine



a safe place for storing the medication.

The medication must be accessible if the student's health needs require it; this information is included in the medication administration plan.

- F. Some medication should have a backup supply readily available.
- G. The student records the medication administration and reports unusual circumstances (as a general rule the student must record all dates and times he/she is self-medicating during school hours. The medication log shall be kept in the main office where the student shall record this information unless otherwise noted on the student's *Individual Administration Plan*).
- H. The school employed registered nurse, and/or the designated employee monitors the student.

## 8. ACCEPTABLE SCHOOL MEDICATIONS

*School medication orders* shall be limited to medication which cannot be administered before or after school hours. Parents may come to school and administer medication to their children at any time during the school day.

Medications which may be considered as acceptable under this policy:

- A. Medication to modify behavior (e.g., Ritalin, when the sustained action form of this medication is not effective.)
- B. Severe allergic reactions - must have specific written instructions from a physician.
- C. Anticonvulsive medication.
- D. Medication for asthma or diabetes.
- E. Medication given in extenuating circumstances.
- F. Non-prescription (over-the-counter) drugs will only be given if medical certification of extenuating circumstances and prescription is obtained.
- G. Antibiotics and other short-term medications will not be given at school, unless so ordered by a physician, dentist, or authorized prescriber.
- H. The school nurse or trained school employee shall have the authority to administer auto-injectable epinephrine, as defined elsewhere in this policy,

to a student who the school nurse or trained school employee believes is having an anaphylactic reaction, whether or not the student has a prescription for epinephrine. At least one employee at each school shall receive training from a registered nurse or licensed medical physician in the administration of epinephrine.

- I. Other specific illnesses that require medication.
- J. The school nurse shall have the authority to maintain a supply of naloxone or other opioid antagonists, ~~and~~ per La. Rev. Stat. Ann. §17:436.1(M). The school nurse or trained school personnel may administer ~~it~~ naloxone or other opioid antagonists to any student or other person on school grounds in the event of an actual or perceived opioid emergency.

~~A school employee who has received at least six (6) hours of general training for medication administration from a registered nurse or a licensed medical physician that includes the emergency administration of naloxone, shall also be authorized to administer naloxone to any student or other person on school grounds in the event of an actual or perceived opioid emergency.~~

Trained school personnel means a school employee or volunteer who has received the training on life-saving medication that addresses techniques on how to recognize signs of a life-threatening emergency, standards and procedures for the storage and administration of the medication, and emergency follow-up procedures, including the requirement to summon emergency services either immediately before or immediately after administering the medication.

## 9. DIABETES

Each student with diabetes who seeks care for his/her diabetes while at school or while participating in a school-related activity shall submit a diabetes management and treatment plan on an annual basis. Such plan shall be developed by a physician licensed in the state of Louisiana or an adjacent any other state of the United States, or any other authorized prescriber authorized in the state of Louisiana or any other state of the United States who is selected by the parent or legal guardian to be responsible for such student's diabetes treatment. *School-related activities* include, but are not limited to, extracurricular activities and sports.

A student's diabetes management and treatment plan shall be kept on file in the school in which the student is enrolled and shall contain:

- A. A detailed evaluation of the student's level of understanding of his/her condition and his/her ability to manage his/her diabetes.

- B. The diabetes-related healthcare services the student may receive or self-administer at school or during a school-related activity.
- C. A timetable, including dosage instructions, of any diabetes medications to be administered to the student or self-administered by the student.
- D. The signature of the student (if age appropriate), the student's parent or legal guardian, and the physician or other authorized health care prescriber responsible for the student's diabetes treatment.

The parent or legal guardian of a student with diabetes shall annually submit a copy of the student's diabetes management and treatment plan to the principal or appropriately designated school personnel of the school where the student is enrolled. The plan shall be reviewed by appropriate school personnel either prior to or within five (5) days after the beginning of each school year, or upon enrollment if the student enrolls after the beginning of the school year or as soon as practicable following the student being diagnosed with diabetes, or as warranted by changes in the student's medical condition.

Upon receipt of the student's diabetes management and treatment plan, the school nurse shall conduct a nursing assessment of the student's condition and develop an *Individualized Healthcare Plan* (IHP). The school nurse shall be given not less than five (5) school days to develop the IHP and shall implement the IHP within ten (10) school days of receipt of the diabetes treatment plan. The school nurse must assess the stability of the student's diabetes both at home and in the school setting prior to the development of the IHP for care in the school setting.

The parent or legal guardian shall be responsible for all care related to the student's diabetes management and treatment plan until the IHP is developed, the parents or legal guardian have agreed to and signed the IHP, and the diabetes management and treatment plan is put into place by the school nurse.

The School Board may utilize an unlicensed diabetes care assistant to provide appropriate care to a diabetic student, or assist a student with self-care of his/her diabetes, in accordance with the student's diabetes management and treatment plan, the student's IHP, and regulations contained in *Health and Safety*, Bulletin 135. An *unlicensed diabetes care assistant* is defined as a school employee who is not a healthcare professional, who is willing to complete training requirements established by BESE, and is determined competent by the school nurse to provide care and treatment to students with diabetes. An *unlicensed diabetes care assistant* also means an employee of an entity that contracts with the school or school system to provide school nurses who are responsible for providing health care services required by law or the Department of Education.

In accordance with the student's diabetes management and treatment plan, the

student shall be permitted to self-manage his/her diabetes care as outlined in the student's management and treatment plan.

With written permission of a student's parent or legal guardian, a school may provide a school employee with responsibility for providing transportation for a student with diabetes, or supervising a student with diabetes with an off-campus activity. An information sheet with pertinent information about the student's condition and contact information in cases of emergency shall be provided the employee.

10. CLASSROOM STORAGE AND ADMINISTRATION OF AUTO-INJECTABLE EPINEPHRINE BY TEACHERS

The School Board shall allow a supply of auto-injectable epinephrine, as defined above, to be maintained in a secure location in each classroom assigned to a student who is deemed by his/her physician to be at high risk for anaphylactic reaction and incapable of self-administration of auto-injectable epinephrine.

The student's parent or other legal guardian shall annually provide the school in which the student is enrolled with all of the following:

- A. The supply of auto-injectable epinephrine to be kept in each classroom.
- B. Written authorization for the student to be administered the medication.
- C. Written certification from the student's licensed medical physician or other authorized prescriber that the student is at high risk of having anaphylaxis and is not capable of self-administration of auto-injectable epinephrine.
- D. A written treatment plan, as defined above from the student's licensed medical physician or other authorized prescriber for managing anaphylactic episodes.

The required documentation required shall be kept on file in the office of the school nurse or other designated school official.

The teacher in each classroom where auto-injectable epinephrine is stored shall be provided information regarding accessing and administering auto-injectable epinephrine, the signs and symptoms of anaphylactic reactions and specific information regarding condition, care, and treatment of the student assigned to the classroom who is at high risk of anaphylactic reaction.

The School Board shall inform the parent or other legal guardian of the student in writing that the school and its employees shall incur no liability as a result of any injury sustained by the student from the good faith administration of auto-injectable

epinephrine. The parent or other legal guardian of the student shall sign a statement acknowledging that the school shall incur no liability and that the parent or other legal guardian shall indemnify and hold harmless the school and its employees against any claims that may arise relating to the good faith administration of auto-injectable epinephrine.

This information shall be included in the student handbook of each school and posted on each school's website. Such policy shall also be disclosed to any parent or other legal guardian who notifies the school in which the student is enrolled, in writing, that the student has a condition which puts him at risk of anaphylaxis.

#### 11. ADMINISTRATION OF MEDICATION ON FIELD TRIPS AND OTHER EXTRA-CURRICULAR ACTIVITIES

If a student with an identified medical need is to attend a field trip or other school-sponsored activity, the parents shall be notified to ascertain if any medication must be administered on the field trip or school-sponsored activity away from school. If so, the parent/legal guardian shall accompany the student to the activity to administer any medication.

If the parent/legal guardian cannot attend the field trip/activity with his/her child, the parent/legal guardian shall request in writing that the medication be administered on a pending field trip/activity by a non-School Board employee designated by the parent, or another trained person designated by the School Board. Such request shall include supporting documentation as outlined in this policy. The request shall state that the parent/legal guardian gives permission for the designee or another trained person to administer the medication. If the parent does not designate a non-School Board employee to attend the field trip/activity, once the proper documentation has been submitted, the School Board shall assign a trained School Board employee to accompany the student on the field trip or other school-sponsored activity.

#### 12. EXTENDED DAY CARE

In the event that a student attends extended day care and requires medication outside school hours (before or after school), medication orders that include the dosage(s), time(s), and medication(s), shall be obtained from the physician/dentist/other authorized prescriber before any administration of medication may be administered by properly trained personnel.

#### 13. SUNSCREEN

In accordance with statutory provisions, *sunscreen* means a compound topically applied to prevent sunburn, and for the purpose of this policy shall not be considered medication. A student may possess and self-apply sunscreen at

school, on a school bus, or at a school-sponsored function or activity without parental consent or the authorization of a physician.

If a student is unable to self-apply sunscreen, a school employee may volunteer to apply the sunscreen to the student. However, a school employee may apply sunscreen to a student *only* if his/her parent or legal guardian has provided *written consent* for this application. Neither the School Board nor the school employee shall be held liable for any adverse reaction relating to the employee's application of the sunscreen or his/her cessation of such application.

#### 14. STUDENT CONFIDENTIALITY

All student information shall be kept confidential. The parent/legal guardian shall be required to sign the *Authorization for Release of Confidential Information* form, so that health information can be shared between the School Board and health care providers, such as hospitals, physician, service agency, school nurse, and/or other health provider.

Revised: October, 2001  
Revised: June, 2008  
Revised: November 3, 2009  
Revised: December, 2012  
Revised: May 3, 2016

Revised: December, 2016  
Revised: July 25, 2018  
Revised: December 6, 2022  
Revised: August 1, 2023  
Revised: August, 2024

Ref: La. Rev. Stat. Ann. §§17:81, 17:436.1, 17:436.3; Health and Safety, Bulletin 135, Louisiana Department of Education; Board minutes, 11-3-09, 5-3-16, 7-25-18, 12-6-22, 8-1-23.

## BEHAVIORAL HEALTH SERVICES FOR STUDENTS

The City of Baker School Board recognizes the connection between a student's social, emotional, and mental well-being and the student's academic success. The School Board desires to assist students in developing the social and emotional skills needed for participation in the educational environment and society at large. In addition to any support services provided by the School Board, the School Board shall allow behavioral health providers to provide medically necessary behavioral health services authorized by an independent third-party payor, including but not limited to Medicaid and commercial insurance, to a student at school during school hours if the student's parent or legal guardian provides a written request for such behavioral health provider and services to the Superintendent or Superintendent's designee, and all other requirements of La. Rev. Stat. Ann. §§17:173 and 17:3996, this policy, and any administrative procedures are met.

A behavioral health provider who provides services according to this policy shall:

1. Maintain general liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 per aggregate and provide a certificate of insurance naming the public school as the certificate holder.
2. Complete a criminal background check conducted by the Louisiana State Police and shall pay all related costs. Applied behavior analysis providers who are licensed, certified, or registered by the Louisiana Behavior Analyst Board, who provide documentation of having passed a criminal background check conducted by the Louisiana State Police and are in good standing with the Board shall not be required to complete an additional criminal background check.

No person who has been convicted of or pled nolo contendere to a crime listed in La. Rev. Stat. Ann. §15:587.1 (C) shall be permitted to provide behavioral health services to a student at school during school hours.

Behavioral health services shall be permitted during school hours if the student's parent or legal guardian presents a behavioral health evaluation performed by an evaluator as well as an assessment and authorized treatment plan performed by a behavioral health provider chosen by the parent or legal guardian and the evaluation indicates that the services are necessary during school hours to assist the student with behavioral health impairments associated with a medical diagnosis that the evaluator determines are interfering with the student's ability to thrive in the educational setting. A behavioral health evaluation or assessment presented by the parent or legal guardian of a student shall not be construed as an independent educational evaluation for purposes of determining if a student meets the criteria established for eligibility for special education and related services.

In addition, the parent or legal guardian of a student receiving services from a behavioral

service provider shall be required to execute a *consent to release information* form between the provider and the School Board.

No behavioral health evaluation, assessment, or authorized treatment plan shall be prohibited from being performed on school property in order to establish medical necessity or to deliver medically necessary services. Behavioral health services may be provided during any part of the school day, including any and all instructional time in English, reading, mathematics, and science ~~if the School Board and the behavioral health provider mutually agree that it is in the best interest of the student.~~ The school administrator and service provider shall work collaboratively to create a consistent schedule that meets the medical needs of the student and complies with the provider's ethical code of conduct. In developing the student's plan, consideration shall include impacts on a school's operations and a student's testing schedule. If the parties cannot agree, then the parties shall engage in a dispute resolution process set forth by the state Department of Education.

The School Board shall not enter into a contract or an exclusive agreement with a behavioral health provider that prohibits the parent or legal guardian from choosing the behavioral health provider for the student. However the provisions of this paragraph shall not impair any existing contract on the effective date of this policy, or the renewal thereof. The cost of all behavioral health services provided to a student shall be the sole responsibility of the parent or legal guardian, individually or through an applicable health insurance policy, Medicaid, or other third-party payor, other than the School Board, that has made funds available for the payment for the services provided.

While on a school campus, a behavioral service provider shall comply with, and abide by, the terms of any *Individualized Education Plan, Individualized Accommodation Plan, Section 504 Plan, Behavior Management Plan, or Individualized Health Plan* applicable to a student who is a patient of the provider. The services furnished by a provider shall be incorporated into a written treatment plan applicable to a student.

The School Board shall establish reporting requirements for a behavioral health provider related to the student's progress and student and school safety concerns as related to the student's educational program.

The Superintendent shall approve administrative procedures to provide for student safety and effective implementation of this policy.

The School Board may establish sanctions, including termination of a provider's authorization to provide services on any school campus, against a behavioral health provider for failure to comply with the provisions of this policy and associated procedures and/or any other School Board policy and procedures.

Any behavioral health evaluation, assessment, or treatment plan administered by the School Board shall not supersede the behavioral health evaluation, assessment, or



treatment plan provided by an independent behavioral health provider of a student's parent's choosing. Any applied behavior analysis services provided by the School Board shall be delivered either by behavioral health providers licensed, certified, or registered by the Louisiana Behavior Analyst Board in accordance with La. Rev. Stat. Ann. §37:3701 et seq. or behavioral health providers providing services in accordance with La. Rev. Stat. Ann. §37:3715.

## DEFINITIONS

*Applied behavior analysis provider* shall mean a provider who is licensed, certified, or registered by the Louisiana Behavior Analyst Board and is in good standing to provide applied behavior analysis services.

*Applied behavior analysis services* shall include the design, implementation, and evaluation of systematic instructional and environmental modifications by an applied behavior analysis provider to produce socially significant improvements in behavior as described in the Behavior Analyst Practice Act.

Behavioral health evaluation shall include but not be limited to the following criteria:

- Diagnosis.
- Type of intervention.
- Length of intervention.
- Identification of a student's goals.
- Identification of impact of student behavior on a student's educational program.
- Recommendations for applied behavior analysis services.

*Behavioral health provider* shall mean a provider who is licensed by the Louisiana Department of Health or a health profession licensing board and is in good standing to provide behavioral health services in Louisiana including but not limited to a psychiatrist, psychologist, medical psychologist, licensed specialist in school psychology, marriage and family therapist, professional counselor, clinical social worker, applied behavioral analysis provider, or a behavioral health provider organization licensed to provide health services in Louisiana.

*Behavioral health services* shall include but not be limited to individual psychotherapy, family psychotherapy, psychotropic medication management, community psychiatric support and treatment, crisis intervention, and medically necessary applied behavior analysis services.

*Evaluator* shall mean a licensed psychiatrist, psychologist, medical psychologist, licensed specialist in school psychology, professional counselor, marriage and family therapist, clinical social worker, or applied behavioral analysis provider who is certified by the respective board of examiners in Louisiana to provide necessary evaluations and who is not an employee of the School Board or the Louisiana Department of Education.

Independent third-party payor means an individual who serves as a case reviewer for Medicaid or commercial insurers.

Medically necessary services means services that meet the following requirements:

1. Provided for the diagnosis, treatment, cure, or relief of a health condition, illness, injury, or disease.
2. Except for clinical trials that are described within the policy, not for experimental, investigational, or cosmetic purposes.
3. Within the generally accepted standards of medical care in the community.
4. Not solely for the convenience of the insured, the insured's family, or the provider.

No provisions of this policy shall be construed to supersede any of the following:

1. The authority of a student's Individualized Education Program Team or Section 504 Committee to determine appropriate services for a student pursuant to applicable federal and state.
2. The provisions of the *Behavioral Health Services Provider Licensing Law* or any regulation promulgated by the Louisiana Department of Health pursuant to that law.
3. The provisions of the *Behavior Analysis Practice Act*.

New policy: March 3, 2020

Recoded from H-3.6h: June, 2024

Revised: August, 2024

Ref: 20 USC 1232(g-i) (*Family Educational Rights and Privacy Act*); La. Rev. Stat. Ann. §§17:7, 17:173; Board minutes, 3-3-20.