

**NOTICE OF MEETING
SCHOOL DISTRICT NO. 17**

Notice is hereby given of a Board of Education Committee of the Whole meeting of School District No. 17, in the County of Douglas, which will be held at 7:00 p.m. on **Monday, November 12, 2007** at 5606 South 147th Street, Omaha, Nebraska.

An agenda for such meetings, kept continuously current are available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska.

MIKE KENNEDY,
Secretary

11-9-07

**THE DAILY RECORD
OF OMAHA**

**RONALD A. HENNINGSEN, Publisher
PROOF OF PUBLICATION**

UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha, } ss.

J. BOYD

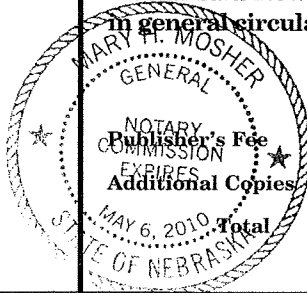
being duly sworn, deposes and says that she is

LEGAL EDITOR

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

November 9, 2007

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.



Publisher's Fee \$ 12.50
Additional Copies \$ _____
Total \$ 12.50

Subscribed in my presence and sworn to before
me this _____ 9th day of
November 20 07
Notary Public in and for Douglas County,
State of Nebraska

The members of the Board of Education met on Monday, November 12, 2007 at 7:00 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. The evening agenda included an update of the Superintendent Goals, review of the Food Service Management Contract RFP, and a look at proposed summer projects for 2008.

Present: Brad Burwell, Mike Kennedy, Mike Pate, Jean Stothert, Linda Poole, and
Dave Anderson

Others Present: Keith Lutz, and Ken Fossen, and other administrators.

The first portion of the meeting was dedicated to the review of the superintendent's goals. The first goal for the Superintendent was to focus on the importance of the Personal Learning Plans for students. Each high school has incorporated a strategy at their own building in regards to the Personal Learning Plans. Updates on their progress will be submitted to the Superintendent by the end of December. The Personal Learning Plan process has been streamlined with input from teachers and students last spring.

Goal two, calls for the development of a plan to identify and decrease negative social behaviors as they relate to drugs and alcohol. Last week there was a meeting of the Drug and Alcohol Task Force, which was facilitated by the Superintendent. Members of the committee came from law enforcement agencies, FBI, social service organizations, parents, and Millard staff members.

The task force took their first five recommendations they developed last year, which included breathalyzer utilization, passive drug dog, policy changes, drug recognition training and drug testing, and turned those into specific results. From those results, the committee split into five groups and wrote action plans. All committee members came to consensus that they were the right results and the right action plans.

The third goal for the Superintendent is in regard to the smooth transition as the Learning Community Council is implemented and to communicate frequent updates to the Board, staff, and parents. The Superintendent reported that Ken Fossen has been the leader with the business managers on a study of the financial impact on districts. The main issues for the 2008 legislative session will be on money and governance.

In January when the legislature begins there will be periodic updates to the board, staff and parents on topics that will be of interest to them from the Superintendent.

The last goal focuses on the non-traditional high school. With the approval of the schematics for the non-traditional high school a program for 9th and 10th graders will be included. The Educational Services division has started to develop a comprehensive curriculum for grades 9-12.

Ken Fossen reviewed the Food Service Management Contract RFP. The board requested they be involved in the selection process.

Ed Rockwell presented the proposed summer projects for 2008. The total cost of the projects for the summer of 2008 is \$4,182,414.

Jean Stothert adjourned the meeting


CHAIRMAN

BOARD OF EDUCATION COMMITTEE MEETING

NOVEMBER 12, 2007

NAME:

REPRESENTING:

Steve Mawar

SCM

Ron Ferebee

MURPHY AWB/STON

Jim Torres

DLR GROUP

Jennifer Smith

MWHS

Caitlin Carlson

MWHS

Jessica Roberts

MWHS

Hayley Martens

MWHS

Kian Henrichson

MWHS

Ryan Ostblom

MWHS

Tiffany Phillips

MWHS

Julia Thompson

MWHS

Kaitlyn Loss

MWHS

Molly Fenigilly

MWHS

Phil Kapsa

MWHS

Ben Schmit

MWHS

Fouzia Berdi

MWHS

Andrea Kuehn

MWHS

MILLARD PUBLIC SCHOOLS
BOARD COMMITTEE OF THE WHOLE

The Board of Education Committee of the Whole will meet on Monday, November 12, 2007 at 7:00 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

The Public Meeting Act is posted on the Wall and Available for Public Inspection

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

A G E N D A

1. Superintendent's Goals
2. Review Food Service Management Contract RFP
3. Summer Projects (2008)

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

Superintendent Goals 2007-2008

Goal 1 – The Superintendent will develop and implement a plan to ensure that all students, parents and staff have a greater understanding and acceptance of the Personal Learning Plans and that their use will be recognized as useful and important.

Goal 2 – The Superintendent will develop a plan that guarantees a more comprehensive approach to identify, understand and decrease negative social behaviors – specifically drug and alcohol abuse in our schools.

Goal 3 - The Superintendent will focus on and advocate for smooth transition as the Learning Community Council is implemented and communicate to the Board of Education, staff, parents and the community frequent updates.

Goal 4 – The Superintendent will review the current Alternative Middle School, High School and New Frontier programs and redesign and/or develop a comprehensive Alternative Program for Grades 6 – 12 and also determine the future needs of this type of program and develop a framework for its implementation including curriculum and facility requirements.

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 6320
Curriculum, Instruction, Assessment: Students' Graduation/Separation

MEETING DATE: May 21, 2007

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: This policy outlines high school graduation requirements.

ACTION DESIRED: APPROVAL DISCUSSION INFORMATION ONLY

BACKGROUND: There is one minor change in this policy. The policy is being reviewed in relationship with the annual review of the related rule, 6320.1.

OPTIONS AND ALTERNATIVES CONSIDERED: Leave rule unchanged or make additional revisions.

RECOMMENDATIONS: Approve the changes as recommended.

STRATEGIC PLAN REFERENCE:

IMPLICATIONS OF ADOPTION OR REJECTION: Revision of this rule will meet requirement to review and update annually. The suggested change will support students' work on Personal Learning Plans.

TIMELINE: N/A

RESPONSIBLE PERSON(S): Martha Bruckner, Judy Porter, Carol Newton

SUPERINTENDENT'S APPROVAL: _____



BOARD ACTION:

Category: Curriculum, Instruction, and Assessment

Policy: Students' Graduation/Separation

6320

Graduation from our schools indicates that students have satisfactorily completed the prescribed courses of study ~~for the several grade levels~~ in accordance with their respective abilities to achieve, and that they have satisfactorily passed any district level assessments, and examinations or other requirements set by the faculty. In addition, students shall have maintained a satisfactory record of citizenship during the students' progression through the instructional program of the schools.

The faculty will establish detailed requirements to agree with the school goals as adopted by the Board. It is expected that, insofar as possible, the faculty will apply measures of achievement to provide evidence that each student has progressed far enough toward school goals to warrant the student's graduation according to the terms of this policy.

The principal of each school will arrange each spring for appropriate awards and recognition programs and graduation exercises. Formal graduation exercises for elementary and middle schools will be at the discretion of each school.

Related Policy and Rules: 6315, 6315.1, 6320.1

Legal Reference: Neb. Rev. Stat § 79-729

Date of Adoption: July 20, 1992

Date of Revision: May 17, 1999; July 31, 2000; June 4, 2007

Millard Public Schools
Omaha, NE

**Curriculum, Instruction, and Assessment
Students, Requirements for Senior High School Graduation**

6320.1

Students differ widely in interests, abilities and expectations. For this reason, the following are stated as minimums to allow flexibility in the planning of individual student programs. However, on the assumption that some elements should be shared in common by educated persons, these basic uniform requirements are established for graduation from the Millard Public Schools. In addition to specified credit requirements students must meet district level assessments in reading, writing, mathematics, science and social studies. ~~Students are subject to those graduation requirements in effect upon beginning the ninth grade.~~

Minimum Requirements for Graduation - Grades 9-12

- I. Credits -- A minimum of **225 credits** is required for graduation. Each student's program shall include but not be limited to the programs and courses listed below and may be amended, revised, or deleted by the Board of Education as approved and published in the curriculum handbooks of each high school.

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
English	40	English 9	10
		English 10	10
		English 11	10
		Oral Communications	5
		(Choice of Speech, Forensics, Debate I, or the combination of IB Language A1, IB Language B, and 12 th Grade Theory of Knowledge)	5
		Choice of an English Selected Course	

The student will take five (5) credits from the following:

English Selected Courses

British Literature	Research Methods
World Literature	Creative Writing
Career English	Composition & Literature
Shakespeare	Analysis of Mass Media
AP English Literature	IB English 12
AP English Language & Composition	

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Social Studies	30	American History (Since 1914) - 9th	10
		World Geography - 10th	10
		U.S. Government & Economics - 12th	5
		World Perspectives or American Studies Course	5
		The student will take five (5) credits from the following:	
		World Perspectives or American Studies	
		World History	
		World Affairs	
		World Religion	
		AP European History	
		AP United States History	
		AP Macro Economics	
		IB 20 th Century World	
		IB History of America	
		History Topics	

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Mathematics	25	Algebra or Algebra Foundations I or appropriate course from the math sequence. A course numbered 220 or higher. One additional math course. <i>Computer Science courses may not be applied toward math credit.</i>	10 10 5

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Science	25	Students should follow one of the following science sequences. Physical Science in Action- 9 th Biology - 10 th Choice of Science Electives numbered 333 or higher or Biology - 9 th Chemistry or Physics - 10 th Choice of Science Electives numbered 333 or higher	 10 10 5 10 10 5

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Physical Education	15	Choice of grade appropriate course. <i>Curriculum Handbook describes PE courses and recommends grade appropriate levels.</i>	15

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Health Education	5	Everyday Living taken in 10th or 11th grades	5

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Technology Education	5	Choice of Technology Selected Courses	5

The student will take five (5) credits from the following:

Technology Selected Courses

Computer Technology Applications
 Introduction to Computer Science
 Foundations of Technology
 Introduction to Graphics Communications
 Introduction to IB Computer Science I

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
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Fine & Performing Arts	5	Choice of Fine & Performing Arts Selected Courses	5
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The student will take five (5) credits from the following:

Fine & Performing Arts Selected Courses

Any art course
 Any music course
 Drama I
 Theatre Appreciation

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
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Electives	75	Choice of Human Resources Course A total of 70 additional credits	5 70
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The student will take five (5) credits from the following:

Human Resources Selected Courses

Sociology	IB Psychology
Psychology	IB Theory of Knowledge I
AP Psychology	
Adult Living	
Child Development	
Introduction to Behavioral Sciences	

- A. A grade of four (4) or better must be maintained in any course used to fulfill graduation requirements.
- B. Electives Courses are offered in the subject areas previously listed and in business education, foreign language, family & consumer sciences, industrial technology, art, drama, debate, journalism and music.
- C. In order to provide flexibility in such situations as transfers and special needs, waivers may be submitted by staff and approved by the principal.
- D. A student must complete 225 credits as described herein in order to graduate and receive a diploma from the Millard Public Schools.

E. A student must complete a Personal Learning Plan, meeting district requirements.

II. Assessments—In addition to 225 credits required for graduation, students must also successfully meet the Essential Learner Outcome assessment score requirements.

III. Effect of Student Performance

A. When a student has successfully met the Essential Learner Outcomes Assessment cut score for each outcome:

1. A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
2. Having met the cutscores for the high school Essential Learner Outcomes assessments, the student shall have met an essential criteria for graduating from the Millard Public Schools.
3. Upon successful completion of the required number of credits, the student shall be eligible for a graduation diploma from the Millard Public Schools.

B. If a student has not met the cutscore for a given Essential Learner Outcomes Assessment, the following shall occur:

1. An Individual Learning Plan (ILP) shall be designed by a team of qualified staff. Classroom teachers may refer students to the Millard Intervention Team (MIT) for assistance in evaluating and implementing problem-solving and intervention strategies.
2. Utilizing the Essential Learner Outcomes, school representatives will offer the student supplemental learning activities, which address recognized deficiencies. Supplemental learning activities may include but are not limited to the following:
 - a. differentiated/complementary instruction during regular classes (i.e., peer tutoring, needs groups, individualized instruction);
 - b. before or after school tutorials;
 - c. study hall tutorials;
 - d. change of interdisciplinary teams or level of instruction;
 - e. repeat of specific course(s) of study;
 - f. attendance at specific class(es) designed to address deficiencies; and
 - g. attendance at summer school.
3. If the student is verified with a disability, the IEP Team may reconvene to review the ILP and to ensure that the IEP is written to assist the student in areas of weakness and that appropriate accommodations are in place.
4. If the student has a 504 Accommodation Plan, the 504 Team may reconvene to review the ILP and to ensure that needed accommodations are in place in areas of weakness.

C. If, after a retake of an assessment, a student has not met the cutscore for a given Essential Learner Outcomes assessment, the following shall occur:

1. The Individual Learning Plan will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to MIT for identification of needs if not previously referred.
2. The student shall be retested using the appropriate Essential Learner Outcomes assessment. Students shall be given the opportunity to be retested multiple times

until the requisite cutscore is achieved. Students shall be given notice of the opportunities for retesting.

3. The student will be considered ineligible for a diploma from the Millard Public Schools until such time that the requisite cutscores are achieved for high school Essential Learner Outcomes assessments.
4. If the student is verified with a disability or has a 504 Accommodation Plan, then the IEP or 504 Team will reconvene to review the education plan and may consider lowering the cutscore requirement as part of the IEP or 504 Accommodation Plan. The student's parent(s) and/or guardian(s) shall be notified and shall also be advised of the effect of lowering the cutscore.
 - a. Applications for approval of lowered cutscore requirements and/or alternate assessments may be submitted by the student's IEP or 504 Team to the Associate Superintendent of Educational Services for consideration and, where appropriate, approval. The Associate Superintendent of Educational Services or designee shall decide and respond to all such requests.
 - b. If the lowered cutscore is approved, the student shall then be eligible to receive a graduation diploma with appropriate notation from the Millard Public Schools.
5. An additional opportunity is available to demonstrate student proficiency. After two retest attempts to meet the established cutscore(s) for the Essential Learner Outcome assessment(s) without achieving the cutscore, students may register with the Associate Superintendent for Educational Services to participate in a process, as provided in the District's Assessment Procedures, to demonstrate an appropriate level of proficiency in reading, writing, math, science or social studies.

IV. Student's Right to Appeal

- A. Students who have not achieved the necessary high school cutscores as approved by the Millard Board of Education, may appeal the denial of a diploma.
- B. A student may appeal the denial of a diploma only on the grounds that the student's failure to achieve the required cut score is due to:
 1. The failure of the District to provide a reasonable accommodation which was previously requested by the student and denied by the District.
 2. The failure of the District to provide an alternate assessment or approve a demonstration of proficiency, which had been previously requested by the student and denied by the District.

V. Procedures for Appeal

- A. Within seven (7) days after the receipt of the notice that the student failed to achieve the cut score or credits required for graduation from the Millard Public Schools, a written notice of appeal shall be served upon the Superintendent of the Millard Public Schools or his/her designee. Such appeal shall set forth all of the reasons for the appeal as provided herein and shall set forth the relief sought by the student, parent(s) or guardian(s). Such notice of appeal may also include any additional information which is relevant to the appeal.
- B. Within seven (7) days after the receipt of the written notice of appeal and any supporting information relevant to the appeal, the Superintendent or designee shall consider and render a decision on the appeal based on whether the decision of the District was

unreasonable. Such decision shall then be forwarded to the student's parent(s) and/or guardian(s) advising the student's parent(s) and/or guardian(s) of the basis for the Superintendent's or designee's decision and the reasons therefore.

- C. Within seven (7) days after the receipt of the written notification from the Superintendent or the Superintendent's designee, a written request may be made by the student, parent(s), or guardian(s) to the secretary of the Millard Board of Education or the Superintendent or designee for a hearing before the Millard Board of Education or a committee of the Board consisting of not less than two (2) members or more than three (3) members, to be held on the issue whether the decision of the Superintendent or his designee was unreasonable.
- D. ~~Such hearing shall be held before the Millard Board of Education~~ or committee within thirty (30) days of the date the request for hearing was received. If a hearing request before the Millard Board of Education is not received in a timely manner, the decision of the Superintendent or the Superintendent's designee shall be final.
- E. The student, parent(s) and/or guardian(s) shall be advised at least seven (7) days prior to the date of the hearing before the Board and such notification shall set forth the date, time, and place for the hearing before the Millard Board of Education or committee.
- F. The parties may, by mutual written agreement, extend the time for hearing or final determination.
- G. The student, parent(s), and/or guardian(s) shall have the right to be represented by legal counsel and shall have the opportunity to present such evidence that is material to the issue or issues stated in the appeal.
- H. The hearing shall be conducted in closed session and in accordance with the student privacy laws unless the student, parent(s), and/or guardian(s) shall request, in writing, that the hearing be held in open session. Any formal action of the Millard Board of Education or committee shall be taken in closed session unless such proceeding was requested by the student, parent(s), or guardian(s) to be held in open session.
- I. The decision of the Millard Board of Education or committee shall be by vote of a majority of the members of the Millard Board of Education or committee and the Millard Board of Education or committee shall reduce its findings and decision to writing and provide the written findings and decision to the student, parent(s), and/or guardian(s) within ten (10) days of the hearing. When conducting such proceedings, the Millard Board of Education or committee, shall be exercising a judicial function and deciding a dispute of adjudicative facts.

VI. Graduation

Upon successful completion of the required credits and assessments, a student shall be eligible for a graduation diploma from the Millard Public Schools.

VII. Annual Review

This Rule shall be reviewed annually.

Related Policies and Rules: 6301P, 6301R1, 6315P, 6315R1, 6320P

Rules Approved:

Revised: Dec. 5, 1983; Dec. 17, 1990, May 17, 1999; Oct. 18, 1999; July 31, 2000; March 4, 2002; July 21, 2003; June 21, 2004; June 6, 2005; June 5, 2006; June 4, 2007

**Curriculum, Instruction, and Assessment
Students' Requirements for Senior High School Graduation:
International Baccalaureate Diploma Program**

6320.2

- I. Credits -- A minimum of **225 credits** is required for graduation.

- II. In addition to 225 credits required for graduation, students must also successfully meet the Essential Learner Outcome assessment score requirements in Reading, Writing, Mathematics, Science, and Social Studies.

- III. Each student's International Baccalaureate (IB) Diploma program shall include the courses of study as outlined in Rule 6320.1 with such adjustments (additions or substitutions) to the programs and courses as listed below. Such adjustments are made to avoid duplication in the program of study required for IB students.

Millard Public Schools' Graduation Requirement

**International Baccalaureate Program
Additions/Substitutions**

English: Selected Electives (5 credits)	Substitute IB English 12 (10 credits)
English: Oral Communications (5 Credits)	Substitute Imbedded Oral Assessments found in Language A1, Language B and Theory of Knowledge I & II requirements
Social Studies: World Geography (10 Credits)	Substitute IB 20 th Century World History Topics (10 credits)
Social Studies: World Perspective Course Options	Add IB History of Americas (10 credits) to course options
Electives: Human Resources Course Options	Add IB Theory of Knowledge (max. 5 Credits)
Science: Physical Science Course Options	Add IB Chemistry (10 credits) and IB Physics (10 credits) Introduction to Chemistry and Physics (10 credits)
Science: Life Science Course Options	Add IB Biology (10 credits)

Health Education: Everyday Living will be available for enrollment during grades 9-12 for IB students. Students waived out of Everyday Living must pick an additional Human Resources course. The Theory of Knowledge course can only meet the Human Resource Course 5 credit requirement.

- IV. These adjustments are only applicable to students enrolled in the full International Baccalaureate Diploma program with intentions to test for and secure the IB Diploma.

Related Policies & Rules: 6320P

Approved: April 16, 2001

Revised: August 4, 2003

Revised: June 5, 2006; June 4, 2007

Millard Public Schools
Omaha, NE

millard personal learning plan



User Name:

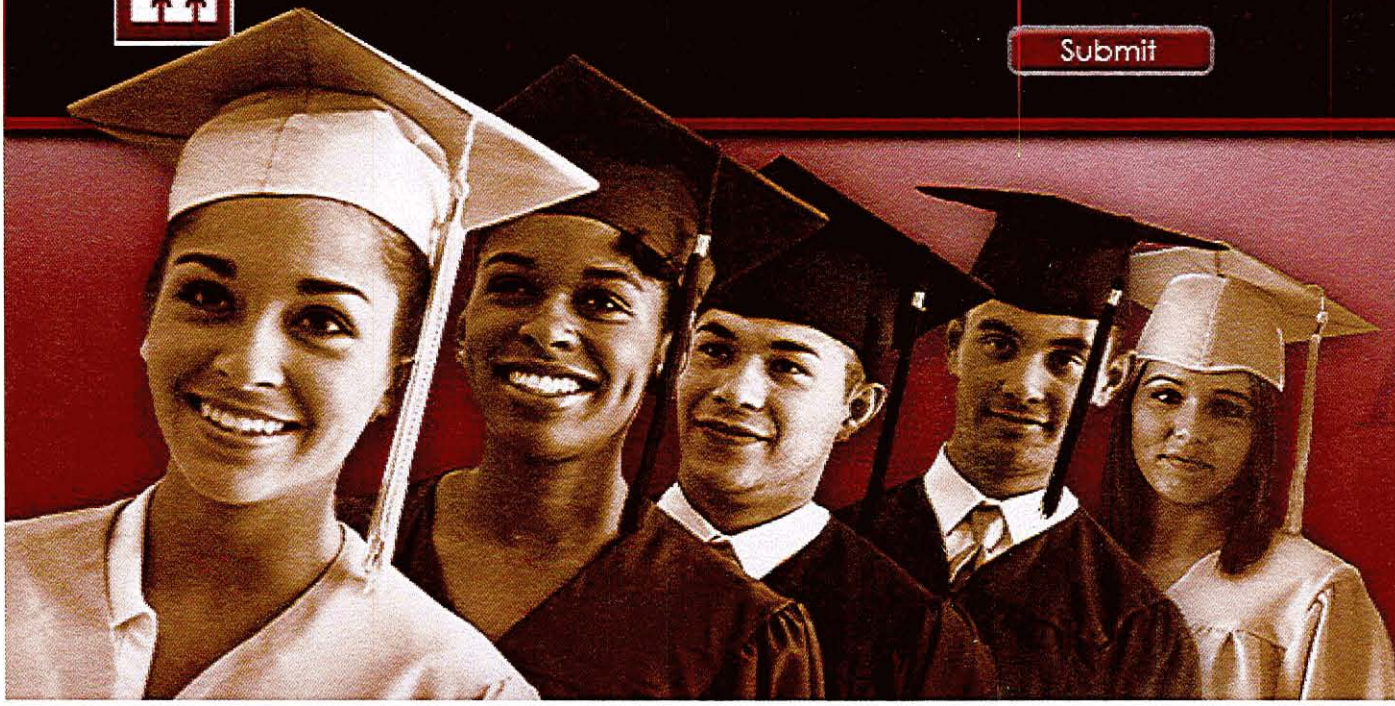
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Password:

(Novell Password)

Submit

ADVISOR / PARENT LOGIN



Passion

Develop a passion for learning.
If you do, you will never cease to grow.

- Anthony J. D'Angelo



Millard Personal Learning Plan: Goals

Resume

Goals

- >Add Long-Term Goal
- >Add Short-Term Goal

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Contents

- >Personal Profile
- >Academic Planning
- >Career/College

You may also **Print** your data at any time by first downloading the page as a PDF: **Download PDF** (Last year's PDFs)

Please note: You can enter more than one goal per grade level by typing multiple goals within the individual text box for each grade level.

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Long-term Goal

Goals- What long-term SMART goal(s) do I plan to accomplish?

12th grade

Long-term Goal

Goals- What long-term SMART goal(s) do I plan to accomplish?

11th grade

Long-term Goal

Goals- What long-term SMART goal(s) do I plan to accomplish?

10th grade

Long-term Goal

Goals- What long-term SMART goal(s) do I plan to accomplish?

9th grade

Short-term Goal

Goals- What short-term SMART goal(s) do I plan to accomplish?

12th grade

Evidence of completion or progress toward accomplishing SMART goals:

12th grade

Short-term Goal

Goals- What short-term SMART goal(s) do I plan to accomplish?

11th grade

Evidence of completion or progress toward accomplishing SMART goals:

11th grade

Short-term Goal

Goals- What short-term SMART goal(s) do I plan to accomplish?

10th grade

Evidence of completion or progress toward accomplishing SMART goals:

10th grade

Short-term Goal

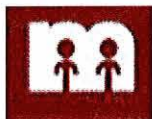
Goals- What short-term SMART goal(s) do I plan to accomplish?

9th grade

Evidence of completion or progress toward accomplishing SMART goals:

9th grade

Save



Millard Personal Learning Plan: Personal Profile

Resume

Goals

- >Add Long-Term Goal
- >Add Short-Term Goal

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Life Skills

The Life Skills survey is completed by 10th graders in homeroom or advisement. Students identify whether they are beginning, progressing, proficient, or advanced in the sixteen Life Skills. Success in a career means being ready for work, ready for life-long learning, and being a good citizen. It is important to practice these life skills every day.

Beginning Progressing Proficient Advanced

READINESS FOR WORK

1. I demonstrate the ability to manage time.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. I demonstrate the ability to follow directions.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I solve problems by processing information and making decisions as appropriate.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. I have developed the ability to work with others to accomplish tasks/goals.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I demonstrate essential knowledge of good work habits.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. I demonstrate responsibility.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

READINESS FOR LIFE-LONG LEARNING

7. I demonstrate the ability to set and pursue short-term and long-term goals.

8. I obtain, organize and evaluate information successfully.

9. I have developed the attribute of integrity.

10. I have developed the attribute of self-discipline.

11. I have developed the attribute of a positive attitude.

12. I have developed the attribute of perseverance.

CITIZENSHIP

13. I participate in community and/or school organizations.

14. I respect diversity.

15. I respect the rights of others.

16. I treat others in a considerate and non-demeaning manner.

According to my Life Skills survey, I need to improve/work on:

I can use the descriptions of the Life Skill of **Readiness for Work** to improve by doing the following:

[Empty text box]

Developmental Asset Profile

The Developmental Asset Profile (DAP) survey identifies a student's pattern of asset strengths and concerns in the eight Asset categories of support, empowerment, boundaries and expectations, constructive use of time, commitment to learning, positive values, social competencies, and positive identity.

According to my Developmental Asset Profile (DAP) survey my top 3 category strengths are:

[Empty text box]

According to my developmental Asset Profile (DAP) survey 2 categories that I can improve are:

[Empty text box]

In each of those 2 categories, these are 3 things that I can do to build assets in my life:

[Empty text box]

Learning Styles

We all learn in different ways. Some like to read and see what they are learning. (Visual) Some like to listen. (Auditory) Others prefer to use their hands. (Tactile or Kinesthetic) Some people work best alone, others prefer groups. Some people can learn in a noisy environment, others need a quiet space.

From the Learning Styles Profile, I have learned:

[Empty text box]

I will use this information to:

[Empty text box]

True Colors™

A way of discovering one's strengths, and understanding human behavior, True Colors translates four personality types into colors - blue, gold, green and orange. Most students do the True Colors activities in 10th grade.

From True Colors, I have learned:

[Empty text box]

I will use this information to:

Gallup StrengthsFinder©

The Gallup StrengthsFinder is an instrument designed to identify an individual's "signature strengths" to allow the person to focus on his or her strengths.

From the Gallup StrengthsFinder, I have learned that my five signature strengths are:

I will use this information to:

Volunteer Work

Volunteer work is providing a service for an individual or organization. Involvement in volunteer work may help you identify your interests and career goals. A list of organizations and contact information is available at <http://www.mpsomaha.org/mps/index.cfm?action=202&bt=8.68&bt1=21&id=193>.

From my volunteer work, I have learned:

I will use this information to:

Save



Millard Personal Learning Plan: Academic Planning

Resume

Goals

- >Add Long-Term Goal
- >Add Short-Term Goal

You can save this page at any time by clicking the **Save** button at the bottom of the page. To update a saved page, click on its link on the left-side navigation. Your previously entered data will appear. You may add or revise any of the fields and click the Save button to save your revisions.

Contents

- >Personal Profile
- >Academic Planning
- >Career/College

You may also **Print** your data at any time by first downloading the page as a PDF: **Download PDF** (Last year's PDFs)

[Logout](#)

Diploma Path

Regular

Liberal Arts
Commended
Distinguished

Specialty
Commended
Distinguished

I have chosen the diploma path.

What do I need to do to meet this diploma path? (completed at the beginning of the year)

9th:

10th:

11th:

12th:

Course Reflections

When answering the following questions think about the courses that you completed in the previous semester or year.

In what courses was I the most successful and why?

9th:

10th:

11th:

12th:

What teaching strategies worked best for me in courses that I was successful?

9th:

10th:

11th:

12th:

In what courses did I struggle the most and why?

9th:

10th:

11th:

12th:

What strategies can I use to improve my learning?

9th:

10th:

11th:

12th:

SENIOR ONLY REFLECT ON AND RESPOND

I will apply what I have learned about my success or struggles in courses to future learning environments by:

AP Exams

At the conclusion of an Advanced Placement (AP) course, students are encouraged to take the corresponding AP Exam. AP Exams are two- to

three-hour exams, given in May, made up of multiple-choice and free-response (essay) questions. There is a fee for the exam. What pre-requisites are needed for the AP courses in which I am most interested?

Testing Information

ELOs:	Met	Not Met	Not Taken
9th Reading	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
10th Writing	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
10th Math	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
11th Science	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
11th Social Studies	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

9th grade Terra Nova (enter percentile)

Reading Language
 Math Science Social
 Studies

10th grade Terra Nova (enter percentile)

Reading Language
 Math Science Social
 Studies

PLAN

English
 Math
 Reading
 Science Reasoning
 Composite
 ACT Predictor

PSAT

Critical Reading
 Math
 Writing
 Selection Index (sum of 3 scores)

ACT

English

Math

Reading

Science

Composite

Writing test sub-score and combined English/Writing score

SAT

Critical Reading

Math

Writing

Standardized Tests and Scores

What do my scores predict about my performance on future standardized tests?

What changes can I make to improve my test performance?

Are my long-term goals realistic based on my standardized test scores?

From the PLAN test results, the following career areas were identified from the World of Work map that would be of interest to me:

Dual Enrollment

Opportunities exist for students to earn college credit for identified courses at their high school. Check the Curriculum Handbook for those options.

From my investigation of Dual Enrollment, I have learned:

I will use this information to:

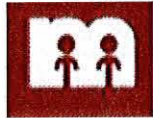
Counselor Interview

Students may make an appointment with their school counselor to be sure they have completed all the requirements for graduation and post-high school plans.

From this interview with my counselor, I have learned:

I will use this information to:

Save



Millard Personal Learning Plan: Career/College Exploration

Resume

You can save this page at any time by clicking the **Save** button at the bottom of the page. To update a saved page, click on its link on the left-side navigation. Your previously entered data will appear. You may add or revise any of the fields and click the Save button to save your revisions.

Goals

- >Add Long-Term Goal
- >Add Short-Term Goal

Contents

- >Personal Profile
- >Academic Planning
- >Career/College

Logout

You may also **Print** your data at any time by first downloading the page as a PDF: **Download PDF** (Last year's PDFs)

Mock Interviews

Mock interviews are a required activity of the Oral Communications course (speech, debate, and forensics). Students select a career in which they are interested. Community members conduct an interview and score the student on a rubric.

What information about myself did I gain from the interview that will help me prepare for the future?

What parts of the interview process did I find the most challenging?

What will I do to try to make these aspects of the interview less challenging?

Looking back at my preparation for the interview as well as the actual interview process, what did I learn about the work world?

How can I use the lessons that I have learned from the interview process to get closer to achieving my short and long-term goals?

Nebraska Career Connections

There are three assessments available on the Nebraska Career Connections site.

Kuder Career Search with Person Match.

This is an inventory that asks students to respond to 60 sets of items. Each set lists three possible work activities and asks students to put them in the order of their preference for doing them. After all items are completed, the student receives a score report.

The Kuder Skills Assessment

This is an assessment in which students are asked to rate each of 180 work tasks at one of four levels. A report is created that identifies student skills for each career cluster.

If students complete both the Kuder Career Search with Person Match and the Kuder Skills Assessment, a combined summary report will be created.

The Super's Work Values Inventory

This inventory asks students questions that help them determine how important each of 12 values is to them in work. Then, these values can be used to identify career specialties that may help attain those values. From these assessments and inventories, I have learned:

I will use this information to:

Career/College Speakers

Students may have the opportunity to hear career speakers from the community or presentations from college representatives. I have attended the following speaker's presentations:

Name: Representing:

From this speaker, I have learned:

I will use this information to:

Explorer Post Activities

Explorer Posts are regular meetings designed to give students an opportunity to gain first-hand experience in many career areas. Information is available in the guidance office.

Explorer Post Sponsor: Date:

From this Explorer Post experience, I have learned: Need text box

I will use this information to: Need text box

Job Shadows

Students shadow an adult employee to observe "first hand" what a job is like. Students may inquire about working conditions, educational preparation, salary, and/or benefits.

From this job shadow, I have learned:

I will use this information to:

College Fair

The Omaha College Fair is typically the last Sunday of October. Hundreds of college representatives from across the country are available to visit informally with prospective students and their parents.

College Representatives Visited:

From the College Fair, I have learned: Need text box

I will use this information to: Need text box

Career Fair/Tech Expo

Career Fairs are held so students can visit informally with employees about careers that generally require two years or less of formal training beyond high school. Representatives of the trades and two-year colleges also attend the Career Fair.

Representatives Visited:

Jobs in which I am interested:

From the Career Fair/Tech Expo, I have learned:

I will use this information to:

Internships

An internship integrates study with planned and supervised career-related work experience. Students are involved as non-paid 'employees' receiving credit for work experience while also enrolled in specific high school courses.

Internships completed:

From this internship experience, I have learned:

I will use this information to:

College Visits

Students are encouraged to visit the campuses of schools that they are seriously considering attending. See a counselor or refer to the Post-Secondary Planning Guide for tips to make the campus visit meaningful.

From my college visits, I have learned:

I will use this information to:

ASVAB (Armed Services Vocational Aptitude Battery)

The ASVAB (Armed Services Vocational Aptitude Battery) is an interest inventory tool developed and maintained by the Department of Defense. Students are provided with scores on eight individual tests, which suggest military occupations and similar civilian occupations. Interest in military service is not a requirement for taking this inventory. See your counselor if you are interested.

From the ASVAB, I have learned:

I will use this information to:

Independent Study

A student may be eligible to complete coursework independently, under the supervision of a teacher, after he or she has completed all available coursework in that curricular area. Curricular areas in which I completed an independent study.

From this independent study, I have learned:

I will use this information to:

Career Academies

Metropolitan Community College and other post-secondary institutions provide area high school juniors and seniors with opportunities to explore various career fields through their Career Academies. Academy programs consist of college-level course work and in some programs, on-the-job-work experience. Contact the guidance office for more information.

Academies in which I participated:

From this academy, I have learned:

[Empty text box]

I will use this information to:

[Empty text box]

Occupational Skills

Students gain work experience in a part-time job, which is overseen by a staff member.

Work Experience:

[Empty text box]

Date:

From this work experience, I have learned:

[Empty text box]

I will use this information to:

[Empty text box]

Personal Resume

An up-to-date resume will help you complete applications, and give information to recommendation writers, and prospective employers. The resume should include academic information, leadership positions, membership in activities, honors and awards, work experience, hobbies, and interests. See an example in the Post -Secondary Planning Guide.

My resume provides a good description of who I am because:

[Empty text box]

Is my resume complete?

[Empty text box]

Personal Budget

Heading to post-secondary school or entering the workforce may be the first time you will live on your own and handle your own finances. If you plan ahead and take charge of your finances, the skills you learn will benefit you for the rest of your life.

From planning a personal budget, I have learned:

[Empty text box]

I will use this information to:

[Empty text box]

College and Financial Aid Nights

Programs are presented to students and their parents about college planning, including college selection, entrance exams, application process, admission requirements, scholarships, and financial aid.

From College and Financial Aid Nights, I have learned:

[Empty text box]

I will use this information to:

Funding Sources for Post Secondary Education

Money is available for post-secondary costs in three primary ways: federal grants, loans, and scholarships. Information is available from a variety of sources. See you counselor, the Post-Secondary Planning Guide, and the counseling home-page to begin your search.

From these searches, I have learned:

I will use this information to:

FAFSA

Free Application for Federal Student Aid is available in November and required to be considered for financial aid. Parents and students should complete the FAFSA as soon as possible after January 1st of the senior year. In order to complete the FAFSA on-line you must apply for a PIN at <http://www.fafsa.ed.gov>.

From completing the FAFSA, I have learned:

I will use this information to:

Save

shstest

Address: 0

Phone: 0

E-Mail:

High Schools Attended:

GPA: .00

Class Rank:

Current Grade Level: 12

PSAT:

ACT:

SAT:

Academic Honors / Awards / Scholarships

Student Activities

Hobbies

Employment

Volunteer Experience

COMMON SENSE

14905 Q STREET, OMAHA, NE 68137

Volume 8, Issue 1

SEPTEMBER 21, 2007

Inspecting Carol brings Christmas cheer to MSHS

Liz Pflug
Editor-in-Chief

Theatre-goers who can't listen to Tiny Tim's beatific announcement "God bless us, everyone!" without wanting to gouge their eyes out should have found *Inspecting Carol*, Millard South's first dramatic show of the season, a refreshing change.

Inspecting Carol, performed Sept. 14, 15, and 16, is a wacky spoof of Charles Dickens's beloved tale, *A Christmas Carol*. The less-than-talented and more-than-zany group of actors in a small-town community playhouse are in the



Sophomore Rebecca Pflug and senior Christianne Bakewell fight about the financial problems of their theatre. Photo by Allison Mellick

midst of their yearly production of *A Christmas Carol* when they discover their tiny theater is in grave danger of closing. Funds have dried up, and their only hope for survival lies in earning a grant from a national theater organization. In order to earn the grant, the troupe must favorably impress the inspector coming to watch their performance of *A Christmas Carol*. With only a few days left to prepare, the actors desperately attempt to scrape together a credible performance and save their theater. Needless to say, everything that could go wrong in this comedy of errors does go wrong.

The play has a cast of only 19, but depends heavily on the core strength of its players. Director Robyn Baker was looking forward to the show's debut; she believes the cast of this show has a lot of potential.

"All of the auditions were good, with lots of new peo-



Cast members includes sophomore Tayler Raymond seniors Katie Knudson, Camilla Cusani-Visconti, Megan Varilek, Julie Stackhouse, and Emily Hendrix from *Inspecting Carol* work out the kinks in dress rehearsal. Photo by Dana Stochl

ple, which is nice to see, and lots of old people who had grown a lot over the year... but the casting was very clear by the end of auditions," she said.

Baker describes every cast member as having excellent instincts, comedic timing, and ability to play off other actors.

The cast included sophomore Rebecca Pflug as "director" Zorah Bloch, seniors Kyle Grant as Sidney Carlson, Camilla Cusani as Dorothy Hapgood, Jeff Tritz as Larry Vauxhall, Ryan Hanson as Phil Hewitt, KC Onumbu as Wanda Parsons, and Christianne Bakewell as Karen Emery, among others.

The technological support for the show may have seemed slipshod, but in reality was fairly difficult.

"It's hard to do a show where sets are falling down and everything malfunctions because it's all an illusion... It's like building magic tricks, really," said Baker.

The show featured quite a few of these "magic tricks," including a functioning malfunctioning trapdoor and a pop-up projectile gravestone.

Senior Morgan Coffey, stage manager, was less concerned about the "tech" than the ensemble.

"There wasn't much time to rehearse... I just hope that we can learn to act like an ensemble and keep our stress levels down...especially mine," Coffey said.

Personal Learning Plans prove beneficial to students

Sam Bevington
Staff Reporter

While dashing through the halls on the way to PRIDE Time, all that can be heard is bickering about the not-so-enjoyable personal learning plans, also known as PLPs. Fortunately for this year's Millard South students, the PLPs seem to have more of a purpose than previous years.

When completed, they make a resume for your high school career and save information, which are very convenient features. Terra Nova scores are pretty tough to remember and now you don't have to. PSAT, ACT, and SAT scores can all be saved as well. Mrs. Nyffler is a PRIDE Time teacher and deals with these things everyday so she can ap-

preciate the virtual memory bank. You can enter in yearly awards and honors, GPA and class rank; all of the things colleges, universities and employers will want to know. Upperclassmen still have a hard time recalling information from freshman year to put into their PLP page.

"It seriously takes me less than five minutes."

—JUNIOR NICOLE CHASE

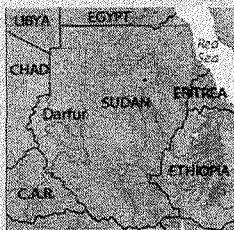
"It's still tough for the juniors and seniors who are stepping into this in the middle," Nyffler said.

Personal Learning Plans are a graduation requirement

this year. In order to graduate, Millard South students have to have a short-term and long-term goal typed along with at least eight things done out of a list of items ranging from a mock interview to volunteer hours. The new PLPs have changed for the better. Students can now store information online instead of in their memory banks. There's not much need for complaining this year and junior Nicole Chase hasn't been. She is one of many dealing with PLPs as a member of Mrs. Harrills PRIDE Time. Students can get it done, over with, and not think about it for months.

"It seriously takes me less than five minutes," Chase said.

Millard South students can take a fabulous, new sigh of relief when strutting to PRIDE Time.



Facebook
and Sudan

page 3



Varsity
Football

page 10



Invasion
Review

page 12

Task Force Recommendations

Breathalyzer Utilization

Passive Drug Dog –MPS Owner

Policy Changes

Drug Recognition Training

Drug Testing

Alternative School-Boot Camp

Ban All Outside Containers

Legislation

No Open Campus

Cell Phone/Telecommunication (ex. MySpace.com)

Investigate the supplier

Safe Homes Parent Network/Create Parent Partnership

Book Bag Policy

Student IDs

Other

The Metro Schools Learning Community

LB 641

Learning Community/Timeline

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

School District Boundaries

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

School may reorganize if both boards of education agree

Finance Implications

1. \$.93 - \$.95 – Common Levy distributed based on formula needs
2. \$.02 – Common building fund distributed based on student enrollment
3. \$.08 district discretionary general or building fund levy
4. \$.00-\$.05 – Levy for elementary learning center facilities and up to 50% of the estimated costs for capital projects approved by the LCCC
5. Five year phase out of district-based TEEOSA as they move to the learning community-based TEEOSA

School Districts' Powers

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

Learning Community Coordinating Council (LCCC)

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

Powers of the Learning Community⁴⁰ Achievement Council

(6 sub-councils each with 3 members)

- Paid for official meetings up to \$12,000
- Develop a diversity plan for election district
- Administer elementary learning centers in cooperation with and executive director
- Review and approve poverty plans
- Review and approve limited English plans
- Receive community input
- Hold public hearings

Diversity

A diversity plan is developed by the achievement sub-council for each territory in its election district

Diversity plan goal is to annually increase the socioeconomic diversity of enrollment at each grade level in each school until it reflects the average of the learning community.

Each LCCC with member districts shall develop and administer a diversity plan to bring about diverse enrollments subject to limitations .

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

Free transportation for kids who improve diversity

Focus Schools

A focus school is designed to attract a more economically and culturally diverse student body.

A magnet pathway offers coordinated elementary, middle and high school programs that are unique and that have specific learning goals in addition to standard curriculum.

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

Open and Option Enrollment

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

Elementary Learning Centers

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

Elementary Learning Centers (continued)

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

Poverty Plans

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

Free Transportation

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

Other Requirements

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

Notice of Request for Proposal
for
Management of a
School Food Service Program

(Sponsor Number and Name)

(Contractor Name)

(Date Issued)

Notice of Request for Proposal
for
Management of a School Food Service Program

invites written proposals from qualified companies for management of the school system's food service operation, which includes the programs, checked below:

- School Breakfast Program
- National School Lunch Program
- After School Care Snack Program
- Special Milk Program
- Summer Food Service Program as described in Exhibit A, 13, A.
- Child and Adult Care Food Program as described in Exhibit A, 13, B.
- Catering services as described in Exhibit A, 13, C.
- Concessions as described in Exhibit A, 13, D.
- A la carte items/meals
- Other: ____

The successful company shall be required to enter into a contract that incorporates this Request for Proposal (RFP), including all of its exhibits, and the contractor's Proposal. Significant general contract terms and conditions will include, but are not limited to those in this RFP.

For guidance on completing and submitting a proposal, refer to pages 4 through 6 of this RFP.

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XI. Fee Structure	13
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- Exhibit A Sponsor Profile
- Exhibit B 21-Day Cycle Menu
- Exhibit C Purchasing Specification
- Exhibit D Participation for Prior School Year (_____)
- Exhibit E Price Schedule for Current School Year (_____)
- Exhibit F Financial Operating Statements for Prior Three Years
- Exhibit G Division of Costs for the Food Service Program
- Exhibit H Division of Responsibilities for the Food Service Program
- Exhibit I Sponsor Policies Impacting the Food Service Program

Contractor Exhibits

- Exhibit J Contractor Profile
- Exhibit K Certificate of Independent Price Determination
- Exhibit L Miscellaneous Contractor Proposals
- Exhibit M Annual Budget Projection
- Exhibit N Food Service Management Company Fee Proposal
- Exhibit O Personnel and Staffing Plans
- Exhibit P Plans to Increase Program Participation

Request for Proposal for Management of a School Food Service Program

I. Background of Requestor

MILLARD PUBLIC SCHOOL DISTRICT. (hereinafter referred to as the SPONSOR) administers the U.S. Department of Agriculture's Child Nutrition Programs. The company issuing the proposal, under these specifications, will be hereinafter referred to as the CONTRACTOR. The contract will be between the CONTRACTOR and the SPONSOR. Information about the SPONSOR's organization is provided in Exhibit A - Sponsor Profile.

The Nutrition Services of the Nebraska Department of Education, hereinafter referred to as NDE, administers Child Nutrition Programs at the State level. Federal regulations require the aforementioned contract to be approved by NDE prior to implementation.

II. Purpose of Request

The purpose of this solicitation is to provide for the management of the SPONSOR's school food service operation. The CONTRACTOR will assume responsibility for the efficient management of the food service program including the responsibilities specified in Exhibit H, Division of Responsibilities for the Food Service Program.

III. Time Schedule

The SPONSOR will use the following time line to select a food service management company:

<u>Date/Time</u>	<u>Task</u>
Allow 3-4 weeks	RFP submitted to Nutrition Services for approval
At least 60 days for solicitation period	Advertise Request for Proposal
2-3 weeks after advertising proposal	Pre-proposal Conference, Visitation- (optional)
Date stated in RFP	Deadline and Proposal Opening
After proposal opening and scoring	Contract Negotiation- Board approval
Allow 3-4 weeks	Contract sent to Nutrition Services for approval
Before school starts and meals are claimed	Contract signed by Authorized Representative and FSMC Representative

IV. Instructions

- A. Copies of the Request for Proposal may be obtained by writing or calling:

No oral interpretation will be made to any FSMC as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the SPONSOR.

Unauthorized contact by the FSMC with other SPONSOR employees or SPONSOR Board Member regarding the RFP may result in disqualification. Each request for such interpretation shall be made in writing to the SPONSOR. Every interpretation made to the FSMC will be in the form of an addendum, mailed to each FSMC, and will be on file at the SPONSOR. All such addenda shall become part of the final contract and FSMC shall be bound by such addenda.

- B. Six (6) copies of the proposal must be submitted in sealed envelopes or containers marked plainly and prominently as follows:

Proposal for Management of a School Food Service Program for

- C. The proposal should be addressed to: **Kenneth J. Fossen, Associate Superintendent, Millard Public Schools, 5606 So. 147th Street, Omaha, Nebraska 68137.**

Proposals are due no later than PM, , 200 .
No proposals will be accepted after the above due date and time.

In accordance with competitive purchasing procedures the proposals will be opened publicly. Proposals will be opened at PM, , 200 ..

- F. The SPONSOR reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such action, rejection or waiver is in its best interests.
- G. The SPONSOR reserves the right to solicit best and final offers from the three most responsive proposers after a joint conference with these proposers.
- H. A pre-proposal conference to review the contents of the Request for Proposal and to arrange inspection visits will be held on , 200 , at AM at

IV. Instructions, continued

- I. The SPONSOR will accept no pleas of ignorance regarding any item in this contract as a basis for any claim by the CONTRACTOR for extra charges or fees. To be considered, each contractor must submit a complete response to this Request for Proposals using the forms provided. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SPONSOR are to be used.
- J. Please ensure that all of the following required exhibits are completed and included in your proposal package.

Exhibit J	Contractor Profile
Exhibit K	Certificate of Independent Price Determination
Exhibit L	Miscellaneous Contractor Proposals
Exhibit M	Annual Budget Projection
Exhibit N	Food Service Management Company Fee Proposal
Exhibit O	Personnel and Staffing Plans
Exhibit P	Plans to Increase Program Participation
Exhibit Q	Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Exhibit R	Certificate Regarding Lobbying
Exhibit S	Disclosure of Lobbying Activities
	Performance Security as specified in Section XIV

V. Selection Criteria

The final selection will be subject to review and approval by the SPONSOR's evaluation team. The criteria listed below may be used in the development of a scoring system that will be used to evaluate each proposal.

Weight	Criteria
_____ points	Qualifications and experience of management team as presented in Exhibit J
_____ points	Quality of food service
_____ points	Adequacy of client references as requested in Exhibit J.
_____ points	Miscellaneous Contractor Proposals as presented in Exhibit L.
_____ points	Anticipated program costs, including a detailed analysis of such costs, as presented in Exhibit M., Annual Budget Projection (<i>applicable to only Cost Reimbursement Contracts</i>)
_____ points	Food service management company fee(s) as presented in Exhibit N.
_____ points	Personnel and staffing plans as presented in Exhibit O.
_____ points	Plans to increase program participation as presented in Exhibit P.
_____ points	Compliance with Certificate of Independent Price Determination as presented in Exhibit K.
_____ points	Adequacy of performance security as specified in Section XIV.
100 points	TOTAL

VI. Basic Program Information

Information in the following exhibits is provided to assist the CONTRACTOR in preparing a response to this Request for Proposal.

- Exhibit A Sponsor Profile
- Exhibit B 21-Day Cycle Menu
- Exhibit C Purchasing Specification
- Exhibit D Participation
- Exhibit E Current Price Schedule
- Exhibit F Financial Operating Statements
- Exhibit G Division of Costs for the Food Service Program
- Exhibit H Division of Responsibilities for the Food Service Program
- Exhibit I Sponsor Policies Impacting the Food Service Program

VII. General Requirements

- A. Sponsor Retains Control: The SPONSOR shall retain control of quality, extent and general nature of its food service.
- B. Compliance with Laws: The CONTRACTOR shall comply with all Federal, State, and local laws.
- C. Compliance with Child Nutrition Program Laws, Regulations, Guidance and Agreements: The CONTRACTOR shall operate the food service program meeting all requirements under the National School Lunch Act and Child Nutrition Act. The CONTRACTOR shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 226, 245, 250 and USDA Food and Nutrition Service instructions and policies. The CONTRACTOR shall comply with the terms of the SPONSOR's Child Nutrition Program agreement with NDE.
- D. Purchasing: All procurement for goods and services related to this contract shall conform to Federal procurement standards which provide for maximum open and free competition (7 CFR Part 3016 for public schools and 7 CFR Part 3019 for private schools). The CONTRACTOR shall maintain documentation of compliance with these standards. The CONTRACTOR will comply with Section 10c(d) of the William F Gooding Child Nutrition Reauthorization Act of 1998 requiring that schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent practicable, domestic commodities or products for use in meals under the NSLP and SBP.
- E. Environmental: As specified in 7CFR, Section 3016.36(i)(12), the CONTRACTOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under 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), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).
- F. Energy: The SPONSOR and CONTRACTOR shall recognize 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. (7CFR, Section 3016.36(i)(13)).
- G. Equal Employment: The SPONSOR and CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).
- H. Work Hours: The SPONSOR and CONTRACTOR shall comply with the Fair Labor Standards Act, as amended, to include Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) pursuant to 7CFR, Section 3016.36(i)(6).

I. **General Requirements**, continued

- I. **Health Certifications:** The SPONSOR shall maintain all applicable health certifications on its facilities, and CONTRACTOR shall ensure that all state and local health regulations are being met by the CONTRACTOR preparing and serving meals at any Sponsor facility. The CONTRACTOR shall maintain for the duration of the contract state and/or local health certifications for any facility outside the SPONSOR in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16.
- J. **Nondiscrimination:** The SPONSOR and CONTRACTOR shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.
- K. The CONTRACTOR shall comply with the Buy American provisions for contracts that involve the purchase of food, 7CFR, Part 250. The Contractor will sign the Certificate of Independent Price Determination, Exhibit K, which will be incorporated herein by references and made a part of the contract. The CONTRACTOR will sign the Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion, Exhibit Q, which will be attached as an addendum to the Contractor's bid and which will be incorporated herein by reference and made a part of the contract.. The contractor will sign the Certificate Regarding Disclosure of Lobbying Activities, Exhibit R/S, which will be incorporated herein by reference and made a part of the contract. New certification is required for each renewal period for Debarment, Suspension, Ineligibility and Voluntary Exclusion and Certification Regarding Lobbying.

VIII. Food Service Operations Requirements

- A. **Auxiliary Businesses:** *(as appropriate include those that apply)* The following items are included in this Request for Proposal.
1. Summer Food Service Program: Shall be operated to conform to 7CFR 225.
 2. Special Services/Catering/Concessions: The CONTRACTOR shall provide for special functions on a per event basis to be mutually agreed upon with consent from the SPONSOR.
 3. Other items and programs not specifically addressed in this Request for Proposal.

The CONTRACTOR shall maintain separate and proper accounting and control for each auxiliary business it operates pursuant to this agreement.

All revenues from the operation of an auxiliary business/program, less all relevant cost and expenses, shall accrue to the SPONSOR.

III. Food Service Operations Requirements, continued

- B. Menu Cycle: The CONTRACTOR must adhere to the menu cycle specified in Exhibit B for the first twenty-one (21) days of meal service. Changes thereafter may be made with approval from the SPONSOR.
- C. Menu Standards: Menu standards, as presented in the twenty-one (21) day cycle menu, must be maintained as to type and quality of meal service. The menu planning system must be identified or may be the same as specified in Exhibit A, Sponsor Profile, item 11 The CONTRACTOR shall serve reimbursable meals that comply with the Dietary Guidelines for Americans and the nutrient standards established by USDA in Federal regulations for the National School Lunch Program and the School Breakfast Program.
- D. Menu Choices (*as appropriate*): The CONTRACTOR shall provide choices of menu items for lunches and breakfasts.
- E. Special Diets: In accordance with Federal regulations and FNS Instruction 783-2, the CONTRACTOR shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The SPONSOR shall notify the CONTRACTOR of any such special dietary needs.
- F. A la carte: For the purposes of determining a meal equivalent, a la carte revenue will be divided by a factor, based upon the total Federal and State reimbursement for free lunches plus the value of USDA entitlement and donated foods in effect at the inception of the contract. This factor shall remain constant for the duration of the contract. In order to offer a la carte food service, the CONTRACTOR must also offer free, reduced price and full price (i.e. paid) reimbursable meals to all eligible children.
- G. Kitchen Maintenance: The CONTRACTOR will be responsible for maintaining the kitchen area and meeting all safety and sanitation laws and regulations.
- H. Kitchen Sanitation: The CONTRACTOR will maintain high standards of sanitation and will be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods, and grease filters).
- I. Unacceptable Meals: No payment shall be made for meals that are spoiled, unwholesome or disallowed by appropriate authority at time of service; or those that do not meet the specifications developed by the SPONSOR; or do not otherwise meet the intent of this agreement; provided however, that no deduction shall be made unless the SPONSOR shall give the CONTRACTOR written notification, specifying the number of meals for which the SPONSOR intends to deduct payment and setting forth the reasons for the deduction.

VIII. Food Service Operations Requirements, continued

- K. USDA Donated Foods and Commodities: The SPONSOR retains title to all USDA donated foods. Any federally donated commodities received by the SPONSOR and made available to the CONTRACTOR will accrue only to the SPONSOR's food service operation and be utilized therein. All refunds from processors must be retained by the SPONSOR. The CONTRACTOR cannot subcontract processing of any donated commodities. Donated commodities shall be kept separate and apart from the purchased inventory of food and supplies. To the maximum extent feasible, the CONTRACTOR shall use any food donated by USDA for the use of the SPONSOR in the preparation of the meals and other food served to children. The CONTRACTOR shall maintain adequate storage practices, inventory and control of such donated foods to ensure that its use and responsibility for the donated foods is in compliance with the SPONSOR's agreement with the State Distributing Agency. The CONTRACTOR shall give the SPONSOR, USDA, and appropriate State representative's access to the storage areas for donated commodities. A credit to the SPONSOR for the USDA donated foods, received by the SPONSOR during the accounting period, will be included on the monthly invoice from the CONTRACTOR. The Commodity Bill of Lading details the value of the USDA Commodities received will be used as the value for the credit. The Contractor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods. USDA donated foods are not to be used for special functions conducted outside of the nonprofit school food service.
- L. Food Specifications: The CONTRACTOR will provide detailed specifications for each food component served as specified in 7 CFR Part 210.
- M. Price of Meals: The SPONSOR will retain control of establishing prices for reimbursable meals, a la carte service, vending machines and adult meals. The CONTRACTOR shall not alter the price of meals without prior notice and approval of the SPONSOR.
- N. Food Service Advisory Committee: The SPONSOR, with the assistance of the CONTRACTOR, shall establish an advisory committee representative of all students, teachers, and parents to assist in menu planning. The advisory committee shall meet at least semi-annually. Each semester, the CONTRACTOR shall cooperate with the SPONSOR to prepare an action plan for consideration by the advisory committee. Minutes from the meeting will be documented and kept on file by CONTRACTOR.
- O. All "local" rebates or "local" refunds shall belong to the Sponsor. At the outset of services, the Sponsor and the successful contractor will jointly inventory food and supplies currently in-house. Revenues from the food services program will be used only for the Sponsor's non-profit food school service program and will not accrue to the Contractor. All revenue and any expenses which are charged to the Sponsor must flow through the Sponsor's chart of accounts. Contractor expenses which are not billed to the Sponsor cannot be recorded as to the food service account. Control over the nonprofit food service account, and overall financial responsibility for the nonprofit feed service operation shall be retained by the Sponsor. The successful contractor shall be responsive to the requests and needs of the Sponsor. Ownership of all existing non-expendable supplies and capital equipment shall remain with the Sponsor. However, the Contractor shall take such measures as may be reasonably required by the Sponsor

for protection against loss by pilferage or destruction. The Contractor will be expected to use food and paper product inventories on hand and credit them to the cost of operations at the original purchase price. On termination or expiration of the contract, the Sponsor shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor shall surrender the facilities and equipment to the Sponsor in as good condition as at the start of the contract, ordinary wear and tear excepted

IX. Miscellaneous Sponsor Rights

- A. School Day: The SPONSOR reserves the right to cancel or shorten any school day. A twenty-four (24) hour notice will be given to the CONTRACTOR in non-emergency situations. In the event of emergency closure, the SPONSOR shall provide the CONTRACTOR with as much advance notice of the closure as possible, and the SPONSOR will not be charged on that day(s).
- B. Locations of Program: The SPONSOR reserves the right to add or delete locations of food service from the list of schools included in the program as conditions may change.
- C. Grade Organization: The SPONSOR reserves the right to make any grade level changes it deems necessary.
- D. Use of Facilities: The SPONSOR reserves the right to use school food service preparation areas at times other than when facilities are in use by the CONTRACTOR; however, the CONTRACTOR may require an employee to be present and to be reimbursed by the user.
- E. Offer Vs. Serve: The SPONSOR reserves the right to change all but the senior high school program from an "offer" program to a "serve" program at any time it deems to do so.

X. Accountability Requirements

- A. Contract Administrator: The SPONSOR will name a person to represent them as a liaison between the SPONSOR and the successful CONTRACTOR.
- B. Signature Authority: The SPONSOR shall retain signature authority on the program agreement with NDE, reduced price and free policy statement, edit check worksheet, and the claims for reimbursement as outlined in Exhibit H, Division of Responsibilities for the Food Service Program.
- C. On-Site Reviews: Authorized representatives of the SPONSOR shall monitor the food service operation through periodic onsite visits to ensure the food service is in conformance with program regulations. Representatives from the State and USDA shall have the right to conduct on-site administrative reviews of the food service operation.
- D. Review of Bids, Invoices, Etc.: The SPONSOR reserves the right to review all bids, invoices, and any other pertinent records of the CONTRACTOR at any time.
- E. Recordkeeping:

1. The CONTRACTOR shall maintain such records as the SPONSOR will need to support its claim for reimbursement under the National School Lunch Act and Child Nutrition Act including accurate records of student participation in the food service program and income records categorized by source, type and category of meal or food service. The CONTRACTOR shall provide necessary reports to the SPONSOR within ten (10) days following the end of each month of operation. Upon request, all records of the CONTRACTOR pertaining to the SPONSOR's food service program shall be made available at the CONTRACTOR's offices during regular business hours to representatives of the SPONSOR, NDE, USDA, the United States Comptroller General, or the United States General Accounting Office. All Contractor records pertaining to the Sponsor should be maintained at the Sponsor's location while the contract is in effect, and preferably for the required retention period.
2. All such records shall be kept on file for five (5) years after the end of the Federal fiscal year to which they pertain, or for such other period which the U.S. Secretary of Agriculture or appropriate State officials may from time to time determine; provided however, that if audit findings have not been resolved, the records shall be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.
3. Books and records of the CONTRACTOR pertaining to the school food service operation shall be available as required by State and Federal regulations for inspection and audit by the SPONSOR, State, or Federal auditors. These records shall be maintained at a central location approved by the SPONSOR, preferably at the Sponsor's location.

F. Reporting:

1. The CONTRACTOR will maintain an information database from which the SPONSOR will be provided weekly, monthly, quarterly, and annual reports in such detail as may be reasonably expected to manage the program.
2. The CONTRACTOR shall prepare reports as required by government regulations or SPONSOR requirements.

XI. Fee Structure

A. Definition of Costs and Fees

1. The SPONSOR's specifications for the price quote and fee structure are found in Exhibit N, Food Service Management Company Fee Proposal.
2. The CONTRACTOR's proposed fee(s) are also found in Exhibit N, Food Service Management Company Fee Proposal
3. Direct operating expenses to be paid by the CONTRACTOR are specified in Exhibit G, Division of Costs for the Food Service Program.
4. The SPONSOR will reimburse the CONTRACTOR for only allowable costs less all credits, discounts and rebates.

XI. Fee Structure, continued

B. Management Fee

The SPONSOR shall pay the CONTRACTOR a Management Fee which is a fixed fee including only a Management Fee per meal/meal equivalent. The SPONSOR shall directly pay all costs of operating the food service program.

1. **Billing:** The CONTRACTOR shall bill the SPONSOR for the Management Fee Only as specified in Exhibit N. The CONTRACTOR's bill shall be accompanied by documentation, in a format approved by the SPONSOR, which supports all fees claimed.
2. **Payment Limitations:** Prior to making payment, the SPONSOR shall audit and approve fees as documented and billed by the CONTRACTOR.

XII. Licenses, Permits and Taxes

The costs of licenses, permits and taxes shall be considered a direct cost of operation as specified in Exhibit G, Division of Costs for the Food Service Program. The term "license" refers to items such as permits and certificates.

- A. Licenses: They shall obtain and keep in effect all Federal, State, and local licenses required for the operation of the food service program. Such licenses shall be posted in a prominent place within the food service area as required by law or regulation.

They shall obtain State or local health license(s) for any facility, in which meals will be prepared for the SPONSOR's food service program, including facilities other than the SPONSOR's.

- B. Taxes and Fees: They shall be responsible for paying all applicable taxes and fees as specified in Exhibit G, Division of Costs for the Food Service Program. These include, but are not limited to, excise tax, State and local income taxes, payroll and withholding taxes, unemployment taxes, and workers compensation payments for its employees. They shall indemnify and hold the harmless for all claims related to such taxes and fees.

XIII. Insurance and Indemnification

- a. General Liability: *(Contact your current insurer for appropriate language and limits)*
1. The CONTRACTOR shall obtain and keep in force during the term of this agreement, for the protection of the SPONSOR and the CONTRACTOR, Comprehensive General Bodily Injury and Property Damage Liability Insurance, to include Fire Legal Liability in the combined single limit of at least \$ million dollars including but not limited to Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of the CONTRACTOR under this agreement.
 2. The SPONSOR shall be named an additional insured on all required insurance policies, but only with respect to operations of the CONTRACTOR under its agreement with the SPONSOR.
 3. The contract of insurance shall provide for notice to the SPONSOR of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

XIII. Insurance and Indemnification, continued

4. The CONTRACTOR shall deliver to the SPONSOR a certificate of insurance within thirty (30) days after the execution of this agreement for all required policies. The certificate of insurance shall contain: a) names and addresses of insured; b) titles and locations of the operations to which the insurance applies; c) number of the policy and type or types of insurance in force thereunder on the date of the certificate; d) expiration date of the policy; and 5) a statement that the insurance of the type afforded by the policy applies to all of the operations and activities on and at the site of the project or incidental thereto, which are undertaken by the CONTRACTOR during the performance of the agreement.
5. The SPONSOR shall keep its buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion and similar casualties.

a. Contribution and Indemnification

1. The CONTRACTOR shall indemnify and hold harmless the SPONSOR or any employee, director, or agent of the SPONSOR, from and against all claims, damages, losses, and expenses (including attorney fees incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages or destruction of property, resulting to any third person or persons, corporation, partnerships or associations caused by any act, omission, failure or neglect of the CONTRACTOR and its agents, servants or employees, or other persons under its supervision or direction including SPONSOR's employees under the supervision of the CONTRACTOR in performance of its obligations under the terms of this agreement.
2. The CONTRACTOR shall not be required to indemnify or hold harmless the SPONSOR from any liability or damages arising from the negligent acts of the SPONSOR.
3. The foregoing provisions concerning contribution and indemnification shall not apply to the CONTRACTOR's or SPONSOR's liability under applicable worker's compensation laws. Nor shall the foregoing be deemed a waiver of any defenses to which the CONTRACTOR or the SPONSOR may be entitled under applicable worker's compensation laws.

c. Worker's Compensation and Unemployment Insurance

The CONTRACTOR shall provide worker's compensation and unemployment insurance as specified on Exhibit G, Division of Costs for the Food Service Program.

XIV. Performance Security *(Optional, but recommended)*

The CONTRACTOR shall be required to:

- A. Submit with the proposal a certified check payable to the SPONSOR or a performance bond in the amount of \$. Upon award of contract, the SPONSOR shall return all such checks to the unsuccessful proposers.
- B. The SPONSOR shall retain the successful proposer's deposit until the CONTRACTOR has faithfully performed all terms of the contract.

XV. Term of Contract

- A. Contract Form: The SPONSOR will only consider contracts in a form prescribed by the SPONSOR.
- B. Contract Period: This agreement shall become effective on July 1, 2008, and shall terminate on June 30, 2009, unless an extension is agreed to in accordance with the terms stated below, or unless terminated earlier as provided below.
- C. Contract Extension: Pursuant to Federal regulations, any extensions of this contract shall be executed prior to expiration of the preceding contract period. Any such extensions shall not extend the contract period more than an additional _____ years beyond the original contract period of July 1, 2009, to June 30, 2013.
- D. Negotiation of Food Service Management Company (FSMC) Fee(s): The SPONSOR and the CONTRACTOR may negotiate the FSMC Fee(s) and other terms of the agreement beginning no later than six (6) months prior to the end of the contract period, and concluding no later than three (3) months prior to the end of the contract period, unless otherwise agreed upon by the parties. Any increases in FSMC Fee(s) in subsequent agreements shall be agreed to by the parties.

The contract is for one year with the option to renew the contract for up to four additional years. If the SPONSOR elects to renew the contract with the CONTRACTOR, the terms and conditions of the existing contract shall remain substantially unchanged. Any price changes in the contract as part of a renewal will be based upon all CONTRACTOR fees of the original contract. Fee increases shall not exceed the changes in the Consumer Price Index Rate for Food Away from Home for the 12 months preceding the most recent quarterly calculation available when the contract is renewed.

- E. Material Breach: In the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.

Term of Contract, continued

- F. Termination: Notwithstanding the previously stated breaching provision, the SPONSOR may terminate this contract for breach/neglect as determined by the SPONSOR with written notification to the CONTRACTOR, in regard to 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 periodic information/statements, or failure to maintain quality of service at a level satisfactory to the SPONSOR.

The CONTRACTOR and the SPONSOR may each terminate this agreement without cause by providing ninety (90) days written notice to the other party of its intent to terminate.

The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

- G. Intent Not to Renew: The CONTRACTOR shall provide one hundred-twenty (120) days written notice to the SPONSOR of any intent not to renew the contract.
- H. Performance Security: *(Insert as appropriate)* At the discretion of the SPONSOR, the SPONSOR may retain all or a part of the Performance Security stipulated in Section XIV, as a result of such nonperformance.
- I. Contract Amendments: Any agreements shall remain in effect throughout its term unless the parties mutually agree, in a written document signed by both parties and attached to the agreement, to amend, add or delete any article or exhibit. Any amendment to the agreement shall become effective at the time specified in the amendment. Comments from the CONTRACTOR to the SPONSOR will go through the SPONSOR's Contract Administrator.
- J. Responsible Authority: The SPONSOR is the responsible authority without recourse to USDA Food and Nutrition Service or to NDE for the settlement and satisfaction of all contractual and administrative issues arising from the contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.
- K. Limitations of Financial Commitment: The SPONSOR's financial commitments contained in the agreement are subject to annual appropriation by the SPONSOR's School Board.
- L. Catastrophe. With the exception of payment obligations for prior performance under this agreement, neither the CONTRACTOR nor the SPONSOR shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God (except emergency closing days as stated in the SPONSOR policy, which is attached as Exhibit I), civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

Sponsor Exhibits

Exhibit A	Sponsor Profile
Exhibit B	21-Day Cycle Menu
Exhibit C	Purchasing Specification
Exhibit D	Participation for Prior School Year (_____)
Exhibit E	Price Schedule for Current School Year (_____)
Exhibit F	Financial Operating Statements for Prior Three Years
Exhibit G	Division of Costs for the Food Service Program
Exhibit H	Division of Responsibilities for the Food Service Program
Exhibit I	Sponsor Policies Impacting the Food Service Program

Exhibit A - Sponsor Profile

1. Sponsor Number and Name: _____
2. Sponsor Address: _____

3. Sponsor Contact Name: _____
4. Sponsor Contact Phone Number: _____
5. Sponsor Contact E-Mail: _____
6. School Year Begins: _____ School Year Ends: _____
7. **Schools and Students:**

School Type	Number of Schools	Grade Range	Enrollment
Elementary School(s)			
Middle/Jr. High School(s)			
Sr. High School(s)			
Alternative School(s)			

8. Employees:

Employee Type	Total Number	Full-Time	Part-Time
Instructional			
Food Service			
Other			

9. **Food Preparation System** - Indicate the number of food preparation sites that fit each of the following categories.

_____ Self-contained serving kitchens: Meals are prepared in a kitchen located at the serving site.

_____ Base or central kitchen: Meals are prepared and transported to serving sites.

_____ Finishing kitchen: Some components of the meals are prepared at a base or central kitchen and transported to the finishing kitchen site. Some food preparation is done at this site.

_____ Other (describe) _____

10. **Food Delivery System** - If applicable, describe how the food is transported to serving sites from the base or central kitchen. Include the number of delivery routes, time schedule for each route, and the number of miles traveled round-trip on each route. If more space is needed, attach a separate sheet of paper labeled as "Exhibit A, Item 10".

Exhibit A - Sponsor Profile, continued

13. **Auxiliary Businesses** (as appropriate) - The SPONSOR provides food service in addition to the school-lunch, school breakfast, after school care snack program and special milk programs. Below are those programs for which the CONTRACTOR must provide food service:

A. Summer Food Service Program - Describe the number of sites, number and type of meals served and serving dates.

B. Child and Adult Care Food Program - Describe the number of sites, number and type of meals/snacks served, serving days and times.

C. Catering Services - Describe locations and the number and types of services needed, e.g., school board buffet each month for 12 persons, annual formal service honors banquet for approximately 200 persons, cookies and beverages for PTA meeting per request for 50-100 persons, etc.

D. Concession Services - Describe the types of concession services, e.g. coordinate concessions at 8 home basketball games, etc.

Exhibit B - 21-Day Cycle Menu

The SPONSOR must provide a 21-day cycle menu as the basis for the each FSMC's proposed cost estimates. Use the format on the following pages to specify the menu items and portion sizes for lunches, breakfasts (if applicable) and snacks (if applicable). Include portion sizes for each age group or grade group served. List all menu choices and alternate menus.

Each menu must meet the meal requirements specified in Title 7, Code of Federal Regulations; Chapter II, Food and Nutrition Service, Department of Agriculture; Part 210, National School Lunch Program and Part 220, School Breakfast Program. The menus must also meet the purchasing specifications found in Exhibit C.

IMPORTANT: The CONTRACTOR must adhere to the menu cycle and portion sizes specified in Exhibit B for the first twenty-one (21) days of meal service. Changes thereafter may be made with approval from the SPONSOR.

Meal:				
Day	Meal	Portion Size		
		Day	Portion Size	Day
<input type="checkbox"/>	Meal			
<input type="checkbox"/>	Portion Sizes			
<input type="checkbox"/>	Portion Sizes			
<input type="checkbox"/>	Age / Grade	de Gro	up Age	/Grade
<input type="checkbox"/>	Age/Grade	roup	1.	
<input type="checkbox"/>			2.	
<input type="checkbox"/>			3.	
<input type="checkbox"/>			4.	
<input type="checkbox"/>			5.	

Child Nutrition Label or Product Analysis

B. Dairy (Minimum Standards)

1. Milk: Grade "A" under 30,000 bacterial count per c.c.
2. Eggs: U.S.D.A. Grade "A", Fresh Fancy, no storage eggs to be used.
3. Ice Cream: not less than 12% butterfat
4. Cheese: U.S. Grade "AA"

C. Canned Fruits and Vegetables: U.S. Grade "A" or U.S. Fancy only

D. Fresh and Frozen Fruits and Vegetables: No. 1 quality, i.e. Apples, U.S. Extra Fancy; Winter Pears, Extra Fancy No. 1; Tomatoes (greenhouse) Fancy No. 1; Broccoli, Fancy; Carrots, U.S. Fancy; etc.

E. Condiments: U.S. Grade "A".

F. Miscellaneous Groceries: Highest grade obtainable. U.S. No. 1.

Exhibit D - Participation for Prior School Year (_____)

Table 1 - Student Lunch Participation by School Type

School Type A	Total Lunches Served for Year B	Total Serving Days for Year C	Average Daily Participation $B/C = D$	Total Enrollment E	Average Daily Participation Percentage $D/E = F$
Elementary School(s)					
Middle/Jr. High School(s)					
Sr. High School(s)					
Sponsor-wide					

Table 2 - Number of Lunches by Income Category

School Type A	Total Lunches Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)				
Middle/Jr. High School(s)				
Sr. High School(s)				
Sponsor-wide				

Table 3 - Student Breakfast Participation by School Type

School Type A	Total Breakfasts Served for Year B	Total Serving Days for Year C	Average Daily Participation $B/C = D$	Total Enrollment E	Average Daily Participation Percentage $D/E = F$
Elementary School(s)					
Middle/Jr. High School(s)					
Sr. High School(s)					
Sponsor-wide					

Table 4 - Number of Breakfasts by Income Category

School Type A	Total Breakfasts Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)				
Middle/Jr. High School(s)				
Sr. High School(s)				
Sponsor-wide				

Exhibit D - Participation for Prior School Year (_____), continued

Table 5 - Student After School Snack Participation by School Type			
School Type A	Total Snacks Served for Year B	Total Serving Days for Year C	Average Daily Participation B / C = D
Elementary School(s)			
Middle/Jr. High School(s)			
Sr. High School(s)			
Sponsor-wide			

Table 6 - Number of After School Snacks by Income Category				
School Type A	Total Snacks Served for Year B	Number Paid C	Number Reduced Price D	Number Free E
Elementary School(s)				
Middle/Jr. High School(s)				
Sr. High School(s)				
Sponsor-wide				

Table 7 - Non-Reimbursable Sales Revenue (i.e. a la carte, 2 nd meals served to students, adult meals, catering, etc.)		
Total Revenue for Year A	Meal Equivalent Rate B	Number of Meal Equivalents A / B = C
	\$	

Meal Equivalent Rate = A la carte revenue will be divided by a factor, based upon the total Federal and State reimbursement for free lunches plus the value of USDA entitlement and donated foods in effect at the inception of the contract

Exhibit E - Price Schedule for Current School Year (_____)

Lunches	
Elementary Paid	\$
Middle/Jr. High School Paid	\$
Sr. High School Paid	\$
Adults	\$

Breakfasts	
Elementary Paid	\$
Middle/Jr. High School Paid	\$
Sr. High School Paid	\$
Adults	\$

After School Care Snacks	
Elementary Paid	\$
Middle/Jr. High School Paid	\$
Sr. High School Paid	\$
Adults	\$

A la Carte	
Main Dishes	\$
Hot Sandwiches	\$
Cold Sandwiches	\$
Side dishes	\$
Desserts	\$
Beverages	\$
Snack Items	\$

Exhibit F - Financial Operating Statements for Prior Three Years

Attach the food service program's financial operating statements for the last three years. Use a copy of the "Annual Financial Report- School Lunch Fund" as submitted to School Finance, Nebraska Department of Education.

Exhibit G – Division of Costs for the Food Service Program

Prior to issuing the Request for Proposal, mark with an "X" those costs that will be the responsibility of the Contractor and those costs that will be the responsibility of the Sponsor.

COSTS	CONTRACTOR	SPONSOR
Food Cost (food, condiments, beverages)		
Labor Cost		
Hourly Wages:		
Bookkeeper / Secretarial		
Food Service Workers		
Driver		
Other		
Hourly Benefits and Taxes		
FICA		
Retirement for Contractor's employees	X	
Unemployment Insurance for Contractor's employees	X	
Workers' Compensation for Contractor's employees	X	
Health Insurance for Contractor's employees	X	
Life Insurance and Disability for Contractor's employees	X	
Holidays for Contractor's employees	X	
Management Salaries	X	
Management Benefits and Taxes	X	
Other Purchased Services		
Telephone, local service		
Telephone, long distance		
Utilities (heat, power, water)		
Extermination		
Laundry		
Other		
Supplies		
Disposable Serviceware		
Cleaning Supplies		
Paper Supplies		
Uniforms		
Menu Paper		
Menu Printing		
Promotional Materials		
Office Supplies		
Equipment and Repair		
Replacement of Capital/Major Equipment		X
Replacement of Expendable/Minor Equipment		X
Repair of Equipment (Normal wear and tear)		X
Repair of Equipment Resulting from Negligence of Contractor's Employees	X	
Repair of Equipment Resulting from Negligence of Sponsor's Employees		X

Exhibit H - Division of Responsibilities for the Food Service Program

SPONSOR and CONTRACTOR responsibilities include, but are not necessarily limited to, those listed in this exhibit.

	Sponsor Responsibilities - The SPONSOR is required by Federal regulations and/or Nebraska Department of Education (NDE) policy to retain responsibility for the following tasks.
	General Administration
1.	Complete annual program renewal documents with NDE.
2.	Retain signature authority on the program agreement with NDE, reduced price and free policy statement, edit check, and the claims for reimbursement.
3.	Coordinate the food service advisory committee.
	Free & Reduced Price Policy Administration
1.	Appoint and train determining official(s) and hearing official.
2.	Distribute materials to parents and guardians.
3.	Collect submitted applications.
4.	Process applications, including approval/denial and follow-up to obtain complete information.
5.	Enter data into computer if computer system automatically determines eligibility.
6.	Administer the Direct Certification process.
7.	Notify parent/guardian of application status.
8.	Administer all aspects of the income verification process.
9.	For Sponsors with multiple sites, conduct on-site reviews of counting and claiming procedures at all sites by February 1 of each year, including written documentation of visit, corrective action plan as needed, and follow-up reviews.
	Reimbursement Claims
1.	Submit on-line monthly claims for reimbursement.

Exhibit H - Division of Responsibilities for the Food Service Program, continued

Contractor Responsibilities	
	Food Service Operations
1.	Plan menus.
2.	Purchase food.
3.	Receive and store food and supplies.
4.	Conduct periodic physical inventory of food and supplies.
5.	Prepare food.
6.	Deliver food to serving sites.
7.	Provide dining room and counter service.
8.	Clean and maintain kitchen facilities.
9.	Hire and supervise personnel.
10.	Train personnel.
11.	Merchandise food.
12.	Conduct food service promotions.
13.	Participate on food service advisory committee.

Exhibit H - Division of Responsibilities for the Food Service Program, continued

Responsibilities to Assign to Either the Contractor or the Sponsor:			
The SPONSOR should mark with an "X" those responsibilities that will be assumed by the CONTRACTOR and those that will be assumed by the SPONSOR. Add additional responsibilities as needed.			
	Responsibilities	Contractor	Sponsor
1.	Pick-up and bank deposit of daily cash.		
2.	Maintain building.		
3.	Sell and distribute meal tickets.		
4.	Print meal tickets.		
5.	Print promotional materials.		
6.	Print menus.		
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Exhibit I - Sponsor Policies Impacting the Food Service Program

Attach the SPONSOR's policy for snow days and any other policies that could impact the food service operation.

Agreement
for Management of a
School Food Service Program

(Sponsor Number and Name)

(Contractor Name)

(Date Issued)

Agreement for Management of a School Food Service Program

THIS AGREEMENT, made this day of by and between the governing board of Millard Public Schools, hereinafter referred to as the SPONSOR and hereinafter referred to as the CONTRACTOR.

WHEREAS, the CONTRACTOR submitted a proposal dated to the SPONSOR to provide food service management to the SPONSOR and has been awarded a contract by the SPONSOR, contingent upon the execution of an agreement that is acceptable to both parties.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. Scope and Purpose

- A. This agreement is subject to review and approval by Nutrition Services, Nebraska Department of Education, hereinafter referred to as NDE.
- B. The SPONSOR's Request for Proposal (RFP), including all of its exhibits, the CONTRACTOR's Proposal, and the Agreement Cover Sheet are hereby in all respects made a part of this agreement. In the event of a conflict between the Request for Proposal, the Proposal and this agreement, the terms of this agreement shall prevail.
- C. This agreement sets forth the terms and conditions upon which the SPONSOR retains the CONTRACTOR to manage and operate the SPONSOR's food service program.
- D. "Food service program" refers to the operation of the National School Lunch Program and/or the School Breakfast Program, and/or the Special Milk Program, and/or the After School Snack Program, and/or the Summer Food Service Program as well as other auxiliary businesses described in the RFP.
- E. The CONTRACTOR shall have the exclusive right to operate the SPONSOR's food service program for the sole benefit of the SPONSOR, students, faculty, staff, invited guests and other persons designated by the SPONSOR, and not as a source of profit to the CONTRACTOR, other than from the Management Fee that it receives under this agreement.
- F. This agreement constitutes the entire agreement between the SPONSOR and the CONTRACTOR and may not be changed, terminated or extended orally or by course of conduct, except as expressly agreed to in writing by the parties and with the approval of NDE.
- G. This agreement may not be assigned by either party in whole or in part without the written consent of the other party.

I. Scope and Purpose, continued

- H. This agreement shall be construed under the laws of the State of Nebraska. Any action or proceeding arising out of this agreement shall be brought in the appropriate courts of the State of Nebraska.
- I. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- J. A waiver of any failure under this agreement shall neither be construed as nor constitute a waiver of any subsequent failure. This agreement supersedes all prior negotiations, representations or agreements, if any. The section headings are used solely for convenience and shall not be deemed to limit the subject of the sections and paragraphs or be considered in their interpretation.
- K. If any provision is unenforceable or invalid for any reason, the remainder of this agreement shall continue in effect.
- L. Payments of any expense or fee shall not preclude the SPONSOR from making a claim for adjustment on any item that is found not to have been in accordance with the provisions of this agreement and proposal specifications.
- M. Any notice or communication required or permitted under this agreement shall be in writing and shall be served personally or sent by United States registered or certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To SPONSOR:

To CONTRACTOR:

with copy to:

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be deemed effective when received, but no later than forty-eight (48) hours after the same are deposited in the United States mail.

II. Food Service Operations

- A. Menus and Food Items
 - 1. The CONTRACTOR shall sell on the SPONSOR's premises only those foods and beverages authorized by the SPONSOR and only at the times and places designated by the SPONSOR.
 - 2. The CONTRACTOR shall not distribute "foods of minimal nutritional value" in competition with reimbursable meals pursuant to State and Federal laws and regulations.
 - 3. The CONTRACTOR shall provide condiments.

II. Food Service Operations, continued

4. If the SPONSOR participates in the Special Milk Program, the CONTRACTOR shall serve milk that meets requirements for reimbursement.
- B. Meal Pricing and Adult Meals
1. The SPONSOR's and the CONTRACTOR's employees may purchase meals/milk/snacks at the option and direction of the SPONSOR at prices approved by the SPONSOR.
 2. The CONTRACTOR shall not count meals/milk/snacks served to adults for reimbursement under the National School Lunch Program, and/or the School Breakfast Program, and/or Special Milk Program, and/or After School Care Snack Program, and/or Summer Food Service Program.
 3. The RFP, Exhibit E, Current Price Schedule lists the current food service program prices.
- C. A la Carte Food Service
3. The SPONSOR shall approve all a la carte items served and all a la carte prices charged by the CONTRACTOR in advance of sale.
- D. Locations and Facilities
4. The CONTRACTOR shall comply with all of the SPONSOR's Policies and Rules.
 5. The CONTRACTOR shall provide specified types of service in the locations listed in the RFP, Exhibit A, Sponsor Profile. The CONTRACTOR and the SPONSOR may agree to add or delete locations.
 6. The CONTRACTOR shall be entitled to use the SPONSOR's facilities for the preparation and service of food at the sites listed in the RFP, Exhibit A, Sponsor Profile.
 7. The SPONSOR shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food service program and which are more particularly set forth in the RFP, Exhibit G, Division of Costs for the Food Service Program.

II. Food Service Operations, continued

8. The SPONSOR shall provide the CONTRACTOR with local telephone service.
9. The SPONSOR shall notify the CONTRACTOR of any interruption in utilities of which it has knowledge.
10. The SPONSOR shall make available without charge to the CONTRACTOR an area or areas agreeable to both parties in which the CONTRACTOR shall render its services; such area or areas shall be reasonably suited for providing efficient food service.
11. The SPONSOR shall provide, without charge to the CONTRACTOR, office space for use by the CONTRACTOR in the performance of this agreement. The CONTRACTOR shall take reasonable and proper care of the office space and shall return it to the SPONSOR at the termination of the agreement in good condition, ordinary wear and tear excepted.
12. The SPONSOR may request that the CONTRACTOR provide additional food service programs. However, the SPONSOR reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SPONSOR's regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the school lunch and/or breakfast and/or special milk and/or after school care snack programs, and is in compliance with State and Federal laws and regulations regarding non-nutritious foods or foods sold in competition with reimbursable meals/snacks.
13. If the SPONSOR uses the facilities for extracurricular activities before or after the SPONSOR's regularly scheduled lunch or breakfast period, the SPONSOR shall return facilities and equipment to the CONTRACTOR in the same condition as received, normal wear and tear excepted.
14. The SPONSOR shall be responsible for painting within the kitchen and dining areas.

E. Inventory, Equipment and Storage

1. The SPONSOR shall inventory the equipment owned by the SPONSOR at the beginning of the school year, including but not limited to silverware, trays, chinaware, glassware, kitchen utensils, food and nonfood supplies.
2. The CONTRACTOR shall maintain the inventory of silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation.
3. The CONTRACTOR shall use appropriate storage practices and maintain food and nonfood inventories.
4. The CONTRACTOR shall provide locks for storage and office areas under its direct supervision. At least one set of keys to those locks shall be provided to the SPONSOR.
5. The SPONSOR shall replace expendable equipment and replace, repair and maintain inventoried equipment except when damages result from the negligence of the employees of the CONTRACTOR, in which event the CONTRACTOR shall repair or replace the equipment.

II. Food Service Operations, continued

6. The SPONSOR shall furnish and install any equipment or make any structural changes needed to comply with Federal, State and local laws, ordinances, rules, and regulations regarding the food service program. The SPONSOR's general funds must be used for any capital improvements.
7. All food preparation and serving equipment owned by the SPONSOR shall remain on the premises of the SPONSOR.
8. The SPONSOR shall not be responsible for loss or damage to equipment owned by the CONTRACTOR and located on the SPONSOR's premises unless such damage is caused by negligence of the SPONSOR's employee(s).
9. The CONTRACTOR shall request prior approval from the SPONSOR before the CONTRACTOR installs any equipment on the SPONSOR's premises.
10. The shall pay for oil and gas used by its owned, hired, or other vehicles under its supervision that are used for delivering food or nonfood commodities.
11. The shall provide its own drivers for owned, hired, or other vehicles under its supervision that are used for delivering food or nonfood commodities.

F. Sanitation

1. The CONTRACTOR shall ensure that food service workers place garbage and trash in appropriate bags and place in designated areas daily.
2. The SPONSOR shall remove all garbage and trash from designated areas daily.
3. The CONTRACTOR shall ensure that food service workers clean daily (or arrange for cleaning) the kitchen area, including but not limited to sinks, counters, grease traps, stoves, tables, chairs, silverware, and utensils.
4. The CONTRACTOR shall ensure that food service workers operate and maintain all equipment in a clean, safe, and healthy condition in accordance with standards acceptable to the SPONSOR and comply with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities. The CONTRACTOR shall arrange for periodic safety inspections of equipment.
5. The SPONSOR shall be responsible for cleaning of ducts and hoods above the filter line and will provide extermination services as needed.
6. The CONTRACTOR shall comply with the laws, ordinances, rules and regulations of all applicable Federal, State, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service operations, and the implementing regulations of the USDA issued thereunder and any additions or amendments thereto.

II. Food Service Operations, continued

A. Employees

1. The CONTRACTOR shall be an independent contractor and not an employee of the SPONSOR. Employees of the CONTRACTOR shall not be considered to be employees of the SPONSOR.
2. The CONTRACTOR shall comply with all Federal and State laws regarding wages and hours of employment.
3. The CONTRACTOR shall provide Worker's Compensation and unemployment insurance for its employees.
4. The CONTRACTOR shall instruct its employees to abide by the policies, rules and regulations with respect to use of SPONSOR premises as established by the SPONSOR and furnished in writing or in an electronic format to the CONTRACTOR.
5. The CONTRACTOR shall maintain its own personnel policies and fringe benefits for its employees subject to review by the SPONSOR.
6. The CONTRACTOR shall provide the SPONSOR with a list of its personnel policies.
7. Staffing patterns shall be mutually agreed upon and be limited to that which is necessary for efficient operation.
8. The CONTRACTOR shall manage the SPONSOR's employees in accordance with the SPONSOR's personnel policies.
9. The CONTRACTOR shall provide the SPONSOR two full calendar weeks prior to the commencement of operation with a schedule of employees, positions, assigned locations, salaries and hours to be worked. The SPONSOR shall approve the staffing plan prior to commencement of operations and prior to any changes made during the term of the contract.
10. The SPONSOR shall provide sanitary toilet facilities for the employees of the CONTRACTOR.
11. The SPONSOR may request in writing the removal of an employee of the CONTRACTOR who violates health requirements or conducts herself/himself in a manner which is detrimental to the physical, mental, or moral well-being of students or of the SPONSOR's personnel.
12. In the event of the removal or suspension of any such employee, the CONTRACTOR shall restructure its staff without significant disruption in service.
13. All CONTRACTOR and SPONSOR personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the food preparation, serving and dining areas.

II. Food Service Operations, continued

14. The CONTRACTOR shall cause all employees working in the food service program to comply with the SPONSOR's policies dealing with drug-free workplace and the use of tobacco products.
15. The SPONSOR has a policy of providing work experience for its students. In furtherance of this policy, the SPONSOR may assign students for work in the SPONSOR's food service program in such numbers as are mutually agreed between the SPONSOR and the CONTRACTOR. The CONTRACTOR shall supervise such students while such students are working in the SPONSOR's food service program. The CONTRACTOR shall provide and enforce reasonable rules and regulations to ensure the safety of all student workers.

B. Other Provisions

1. The CONTRACTOR shall promote maximum participation in the Child Nutrition Programs using the plans described in the RFP, Exhibit Q, Plans to Increase Program Participation.
2. The CONTRACTOR shall promote nutrition/health education as required by the local county, State, or Federal governments and as approved by the SPONSOR's board of education. The SPONSOR shall inform the CONTRACTOR of any such requirements

III. Sponsor Rights and Responsibilities

- A. The SPONSOR's authorized representatives shall have access to the food service facilities at all times.
- B. The SPONSOR may make reasonable regulations with respect to the operation of the food service program.
- C. The SPONSOR shall supervise and monitor the food service program in such manner as will ensure compliance with all applicable rules and regulations of NDE and the United States Department of Agriculture (USDA).
- D. The SPONSOR shall be responsible for ensuring resolution of program review and audit findings.
- E. The SPONSOR shall be solely responsible for implementation of its free and reduced price meal policy including development, distribution, approval and maintenance of free and reduced price applications; direct certification and verification activities. These responsibilities shall not be delegated to the CONTRACTOR to any degree.

III. Sponsor Rights and Responsibilities

- F. The SPONSOR shall be responsible for all contractual agreements entered into in connection with the school nutrition program (for example, vending meals to other Child Nutrition Program sponsors).

IV. Financial Management

A. General

1. The SPONSOR shall retain control of the school food service account and overall financial responsibility for the food service program.
2. All income accruing to the SPONSOR from the food service program shall remain in the program.
3. The CONTRACTOR shall coordinate the sale of all meals and the necessary collection procedures and ensure that all revenues are delivered to the SPONSOR who shall deposit all revenues in the appropriate school food service account(s).
4. If reimbursement from NDE is denied as a direct result of the CONTRACTOR's failure to comply with the provisions of this agreement, the CONTRACTOR shall reimburse the SPONSOR for the amount to which it would otherwise have been entitled.

B. Payment

2. The CONTRACTOR shall bill the SPONSOR, within seven (7) days of the close of each period of program operation.
3. The SPONSOR shall make payment to the CONTRACTOR within the Sponsor's normal bill paying cycle.
4. The CONTRACTOR shall be entitled to a Management Fee as described in the RFP, Section XI, Fee Structure. The amount of the Management Fee per meal or meal equivalent is specified in the RFP, Exhibit N, Food Service Management Company Fee Proposal.

IV. Financial Management

C. Accounting and Recordkeeping

3. The CONTRACTOR's financial accounting shall be in accordance with NDE rules and regulations, applicable state laws, and Generally Accepted Accounting Principles (GAAP).
4. The CONTRACTOR shall maintain such records (supported by invoices, receipts, or other evidence) that the SPONSOR will need to meet periodic reporting responsibilities and shall submit periodic operating statements in a format approved by the SPONSOR no later than the tenth calendar day succeeding the month in which services were rendered; participation records of reimbursable meals/milk shall be submitted no later than the day agreed upon working day succeeding the month in which services were rendered.
5. The CONTRACTOR must retain records to support the SPONSOR's claim for reimbursement of the daily number of meal served, by type. The CONTRACTOR must daily report these meal counts to the SPONSOR.
6. The CONTRACTOR shall maintain records to support all allowable expenses appearing on the periodic operating statement. These records shall be kept in an orderly fashion according to expense categories as approved by the SPONSOR. Further, copies of all invoices in support of periodic statements will be provided monthly by the CONTRACTOR to the SPONSOR. A detailed expenditure report (in a format mutually agreed to by the parties) will be provided by the CONTRACTOR in addition to summary category reports on a monthly basis.
7. The CONTRACTOR shall provide the SPONSOR with a year-end statement of income and expenses for the entire food service program including the auxiliary businesses described in the RFP, Exhibit A, Sponsor Profile.
8. Such records shall be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of NDE, USDA and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records shall be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

D. Audits and Reviews

4. The SPONSOR's designee shall review all administrative and financially related operations of the CONTRACTOR. The CONTRACTOR's reimbursement for eligible direct costs of operation, as specified in the RFP, Exhibit G, Division of Costs for the Food Service Program, and Management Fee will be paid only as approved by the SPONSOR's designee as being consistent with the terms of this agreement.

IV. Financial Management

1. The SPONSOR may audit the CONTRACTOR's operations as part of its year-end audit. The SPONSOR may also conduct special audits as it deems appropriate. The CONTRACTOR shall immediately notify the SPONSOR of any audit, inquiry or legal investigation of its records by a local, State, or Federal authority that is in any way related to the SPONSOR.

2. The SPONSOR, NDE, USDA or Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this agreement, for the purpose of making audit, examination, excerpts and transcriptions.

V. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

SPONSOR:

Authorized Signature

Name Title _____

Date _____

CONTRACTOR:

Authorized Signature

Name Title _____

Date _____

Contractor Exhibits

Exhibit J	Contractor Profile
Exhibit K	Certificate of Independent Price Determination
Exhibit L	Miscellaneous Contractor Proposals
Exhibit M	Annual Budget Projection
Exhibit N	Food Service Management Company Fee Proposal
Exhibit O	Personnel and Staffing Plans
Exhibit P	Plans to Increase Program Participation

Exhibit J - Contractor Profile

Part 1 - Contact Information

- A. Respondent's Name:___
- B. Title:___
- C. Signature:
- D. Mailing Address:___
- E. Area Code/Telephone:___
- F. Fax:___
- G. E-mail:___

Part 2 - General Information

- A. Company Name:___
- B. Address of Company Headquarters:___

- C. Number of Offices:___
- D. Location of Offices:___

E. Employees:

Category	Number
All company employees	
Food service employees	
School food service employees	
Client employees supervised by company	

Exhibit J, Contractor Profile, continued**Part 3 - School Food Service Experience**

- A. Attach a **client list**, using the format below, that includes each school district or other similar organization that the company has served during the past 5 years. Label as Exhibit J, Part 3, A.

.....

District Name: _____

Status: Active Discontinued/Terminated
 If your company's services were discontinued or terminated, explain why.

Contact information for district administrator who is knowledgeable of your firm's performance:

Name: _____

Title: _____

Area Code / Phone Number: _____

.....

- B. **Attach a narrative summary** documenting the company's experience during the past 3 years of successfully operating a complex food service program requiring nutritious meals that comply with applicable regulations. Label as Exhibit J, Part 3, B.
- C. **Attach a reference list** providing the name, title, address, and phone number of 3 current food service clients who can be contacted as references. Label as Exhibit J, Part 3, C.

Name: _____

Title: _____

Client Organization: _____

Address: _____

Area Code / Phone Number: _____

Part 4 - Personnel and Management Team

- A. **Attach a list including the names of all team members** and their proposed roles in the Sponsor's food service program. Label as Exhibit J, Part 4, A..
- B. **Attach a resume for each team member** listed in Part 3, A. showing his or her relevant experience and qualifications. Label as Exhibit J, Part 4, B.
- C. **Briefly describe the company's organization**, and how its resources will be used for the benefit of the Sponsor's food service program. Label as Exhibit J, Part 4, C.

Exhibit K - Certificate of Independent Price Determination

Both the SPONSOR and CONTRACTOR (i.e. the "offerer") shall execute this Certificate of Independent Price Determination.

- A. By submission of their offer, the offeror 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 offeror or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror 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 offeror or to any competitor; and
 - 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

- B. Each person signing this offer on behalf of the Food Service Management Company certifies that:
 - 1. He or she is the person in the offeror'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 the offeror's organization responsible with 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 so 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 food service management company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted 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 described on the attached sheet (if applicable):

 Name of Food Service Management Company

 Signature of Food Service Management Company's Authorized Representative

 Title Date

In accepting this offer, the sponsor certifies that no representative of the sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

 Name of Sponsor

 Signature of Sponsor's Authorized Representative

 Title Date

Exhibit L - Miscellaneous Contractor Proposals

Clearly label all responses to information requested on this exhibit with the exhibit letter and the item number.

1. Inventories (*as appropriate*): The successful contractor may be required to purchase all inventory of food and supply items currently in leased storage, the sponsor's warehouse, and in storage in any of the schools. Current market value will be utilized to determine the value of said items. Explain how the contractor proposes to make this payment.
2. A la carte (*as appropriate*): A la carte items are offered in elementary, middle/junior and senior high schools and only with the sponsor's approval at each location. Describe the contractor's plan for operation of the a la carte program.
3. Adult Meals: Describe the contractor's plan for operation of an adult meal service program.
4. Meal Preparation Sites: Meals may be prepared at the locations presently used or such other kitchen/service arrangements as are proposed by the contractor and acceptable to the sponsor. Submit a plan for operation that sets forth school locations by name where food will be prepared and a list of school locations by name to be served by preparation kitchens. Proposed on-site preparation kitchens shall also be identified by name. Refer to Exhibit A, item 12 for a list of current food preparation and serving sites.
5. Additional Equipment or Building Modifications: In the event the contractor's package calls for additional equipment or building modifications, submit a plan showing costs, detailed descriptions, and locations. Indicate who shall pay the cost of such modifications. Any building modifications must be approved by the sponsor's board of education.
6. Nutrition Education (*as appropriate*): Describe nutrition education programs the contractor will provide for students, teachers, parents and other interested parties.

Exhibit M - Annual Budget Projection

(Cost Reimbursement Contracts Only)

Projected Revenue: Refer to Exhibit D for participation data needed for revenue projections.

PROJECTED REVENUE			
Revenue Source (A)	Number of Meals/Milk/Snacks (B)	Proposed Selling Price or Reimbursement (C)	Projected Revenue B (x) C = (D)
LOCAL SOURCES			
Student Breakfasts			
Paid - Elementary		\$	\$
Paid - Middle/Jr. High		\$	\$
Paid - Sr. High		\$	\$
Reduced - All Students		\$.3000	\$
Student Lunches			
Paid - Elementary		\$	\$
Paid - Middle/Jr. High		\$	\$
Paid - Sr. High		\$	\$
Reduced - All Students		\$.4000	\$
Student Special Milk		\$	\$
Student After-School Snacks			
Paid - Elementary		\$	\$
Paid - Middle/Jr. High		\$	\$
Paid - Sr. High		\$	\$
Reduced - All Students		\$.1500	\$
Student A la Carte		\$	\$
Adult Breakfasts		\$	\$
Adult Lunches		\$	\$
Adult A la Carte		\$	\$
Miscellaneous (special functions, vending, bank interest, other)			\$
STATE SOURCES			
School Food Assistance paid on all Public School Student Breakfasts		\$0.05	\$
School Food Assistance paid on all Public School Student Lunches		\$0.01	\$
FEDERAL SOURCES			
Student Breakfasts			
Paid		\$	\$
Reduced/Severe Need		\$	\$
Free/Severe Need		\$	\$
Student Lunches			
Paid		\$	\$
Reduced		\$	\$
Free		\$	\$
Student Special Milk			
Paid		\$	\$
Free (reimbursed at cost per unit)		\$	\$
Student After-School Snacks			
Paid		\$	\$
Reduced		\$	\$
Free		\$	\$
A. TOTAL PROJECTED REVENUE		\$	\$

Exhibit M - Annual Budget Projection, continued

Projected Expenditures: Refer to Exhibit G, Division of Costs for Food Service Program. The Sponsor and Contractor should each complete budget projections on this form for each of their respective cost items as specified on Exhibit G.

PROJECTED EXPENDITURES			
Item (A)	Number of Meals/Milk/Snacks (B)	Projected Cost Per Meal (C)	Total Item Cost (D)
FOOD COST			
Breakfasts:			
Elementary		\$	\$
Secondary / Adult		\$	\$
Lunches:			
Elementary		\$	\$
Secondary / Adult		\$	\$
Student Special Milk		\$	\$
Snacks			
Elementary		\$	\$
Secondary / Adult		\$	\$
A la Carte			\$
Special Functions			\$
Rebates and Discounts			\$
Other			\$
LABOR COST			
Hourly Wages:			
Bookkeeper / Secretarial			\$
Food Service Workers			\$
Driver			\$
Other			\$
Hourly Benefits and Taxes:			
FICA			\$
Retirement			\$
Unemployment Compensation			\$
Workers' Compensation			\$
Health Insurance			\$
Life Insurance and Disability			\$
Holidays			\$
Management Salaries			\$
Management Benefits and Taxes			\$
OTHER PURCHASED SERVICES			
Telephone, local service			\$
Telephone, long distance			\$
Utilities (heat, power, water)			\$
Extermination			\$
Laundry			\$
Other			\$
FSMC Management Fee *			\$

Exhibit M - Annual Budget Projection, continued

Item (A)	Number of Meals/Milk/Snacks (B)	Projected Cost Per Meal (C)	Total Item Cost (D)
SUPPLIES			
Disposable Serviceware			\$
Cleaning Supplies			\$
Paper Supplies			\$
Uniforms			\$
Menu Paper			\$
Menu Printing			\$
Promotional Materials			\$
Office Supplies			\$
EQUIPMENT & REPAIR			
Replacement of Capital/Major Equipment			\$
Replacement of Expendable/Minor Equipment			\$
Repair of Equipment (Normal wear and tear)			\$
Repair of Equipment Resulting from Negligence of Contractor's Employees			\$
Repair of Equipment Resulting from Negligence of Sponsor's Employees			\$
Painting			\$
OTHER			
Depreciation			\$
Audit fees			\$
Licenses/Permits			\$
Promotions			\$
Mileage			\$
Physicals			\$
Telephone			\$
Tax			\$
Miscellaneous			\$
B. TOTAL PROJECTED COSTS			

* See additional information in Exhibit N regarding Food Service Management Company (FSMC) fees.

Exhibit M - Annual Budget Projection, continued**Budget Summary**

A. Total Projected Revenue: \$ ___
B. Total Projected Expenditures: (-) \$ ___
C. Profit / Loss (=) \$ ___

Exhibit N – Food Service Management Company (FSMC) Fee Proposal

1. Fee Components

The FSMC's management fee must be:

- a fixed price,
- inclusive of all general and administrative fees, as well as profit, and
- in compliance with USDA rules and regulations.

In addition to the above requirements, the management fee **MUST** include any costs to be recovered by the FSMC for the services listed below. The following costs **MAY NOT** be included in any other expense charged to the SPONSOR.

- a. Menu development specific to the operation
- b. Management meetings, and/or management development program specific to the operation
- c. Nutrition education materials and program expense
- d. Facilities layout and design services specific to the operation
- e. Cost of developing training or procedures manuals
- f. Food service control forms and supplies
- g. Materials for food service promotions
- h. All purchasing services
- i. Education provided through classroom programs, parent/teacher meetings and school food service advisory committee meetings
- j. All accounting and bookkeeping
- k. All payroll reporting, recording and documentation including the issuance of weekly payroll checks for food service management company employees
- l. Supply of all administrative, dietetic, nutritional, sanitation and personnel advice
- m. Visitation/coverage by corporate chef during school food service promotions
- n. Visitation/coverage by a principal or other executive of the food service management company

Exhibit N – FSMC Fee Proposal, continued**2.** Fee Structure

The proposed fee is to be quoted with a price:

For Each Type of Meal (i.e. lunch, breakfast, snack, non-reimbursable) based on the number of meals/equivalents shown on Table 1, column B, lines 1 through 4.

The fee structure is a fixed fee including only a management fee per meal/meal equivalent. The Sponsor directly pays all costs of operating the food service program.

Exhibit N – FSMC Fee Proposal, continued

3. Management Fee Estimate –

Table 1. Management Fee Per Type of Meal

Meal Type <i>Column A</i>	Number of Meals or Equivalents <i>Column B</i>	Fee Per Meal or Equivalent <i>Column C</i>	Estimated Total Fees (Column B x C) <i>Column D</i>
1. Total Student Lunches (Exhibit D, Table 1, column B)		\$	\$
2. Total Student Breakfasts (Exhibit D, Table 3, column B)		\$	\$
3. Total Student Snacks (Exhibit D, Table 5, column B)		\$	\$
4. Non-Reimbursable Meal Equivalents (Exhibit D, Table 7, column C divided by \$_____)		\$	\$
5. Estimated Total Management Fees (Sum of lines 1 through 4)			\$

Exhibit N – FSMC Fee Proposal, continued

Table 3. Meal Fee Per Type of Meal

Meal Type <i>Column A</i>	Number of Meals or Equivalents <i>Column B</i>	Fee Per Meal or Equivalent <i>Column C</i>	Estimated Total Fees (Column B x C) <i>Column D</i>
1. Total Student Lunches (Exhibit D, Table 1, column B)		\$	\$
2. Total Student Breakfasts (Exhibit D, Table 3, column B)		\$	\$
3. Total Student Snacks (Exhibit D, Table 5, column B)		\$	\$
4. Non-Reimbursable Meal Equivalents (Exhibit D, Table 7, column C divided by \$_____)	\$	\$	\$
5. Estimated Total Meal Fees (Sum of lines 1 through 4)			\$

Exhibit N – FSMC Fee Proposal, continued**1. Management Fee Proposal****CONTRACTOR NAME**

a food service management company (hereinafter referred to as the FSMC), agrees to operate the school food service program of Millard Public Schools, a federal Child Nutrition Program sponsor (hereinafter referred to as the SPONSOR) as described in the SPONSOR's Request for Proposal (RFP) specifications for the 200__-200__ school year and for school years _____, _____, _____, and _____, subject to subsequent negotiated one-year extensions of our agreement.

The FSMC's management fee proposal is based upon the fee structure specified by the SPONSOR in Exhibit N of its RFP and the management fee estimates provided by the FSMC in Exhibit N.

This proposal is subject to negotiation throughout the procurement process and to all the attached definitions, terms, conditions, and specifications contained in the RFP and all of its exhibits. The FSMC hereby agrees to enter into an appropriate SPONSOR/FSMC agreement subsequent to the award of the contract.

 Name of Food Service Management Company

 Name of Company Representative

 Title

 Signature

 Date

 Address

 Area Code / Phone Number

Exhibit O - Personnel and Staffing Plans

1. Personnel Costs:

Job Category	Number of Positions	Average Hourly Wage	Average Hours Per Week	Total Cost Per Week
Director/Supervisor				
Kitchen Managers				
Cooks				
Assistants				
Cashiers				
Other				
TOTAL				

a. Yes No Does the contractor propose that all present food service employees will be retained as employees of the sponsor?

If item 1 is "yes", complete items b. and c. If item 1 is "no", skip to item d.

b. Yes No Does the contractor intend to hire and fire all food service employees?

c. Should a problem occur with an employee, how does the contractor intend to work through the sponsor's grievance procedure that is now in place?

d. Yes No Does the contractor propose to change all hourly employees to become employees of the contractor?

If item d. is yes, complete items e. and f.

e. Describe the contractor's plans for transitioning employees from the sponsor to the contractor.

f. Describe fringe benefits that will be provided for the contractor's food service employees.

Exhibit O - Personnel and Staffing Plans, continued

1. Staffing Plan:

- a. Attach a detailed staffing plan for each food service operation using the following format. Within each table, list job titles in order from highest to lowest classification. Label as Exhibit O,2,a.

Salaried Positions				
Job Title	Number of Positions	Monthly Salary	Benefits	Retirement Program

Hourly Positions				
Job Title	Number of Positions	Average Hourly Wage	Benefits	Retirement Program

- a. Student Help (as appropriate): Students are currently utilized for limited times and limited kitchen duties in many schools. Students receive only free meals for their work. Student help is contingent upon approval of the building principal. If the contractor intends to use student help, explain how and to what extent.

Exhibit P - Plans to Increase Program Participation

Based upon the participation data provided in Exhibit D., describe specific actions that will be taken to maintain and increase student participation in the food service programs.

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Board of Education Committee Meeting
November 12, 2007

**Building Fund Project Requests
for
Summer 2008**

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Projects were initially recommended and prioritized by the Maintenance Department, then reviewed and prioritized by the District Projects Committee on October 8, 2007.

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

-
- | | |
|-------------------------|---|
| •Athletics: | Buell Visitor's Seating, WHS Gym Floors, Bleacher Improvements at KMS & SHS |
| •Drainage Improvements: | BMS |
| •Paving: | Ezra, Hitchcock, Holling Hgts, Montclair |
| •Irrigation: | DSAC and 5 Elementary Sites |
| •Weatherproofing: | Aldrich, Disney, Neihardt, AMS |
| •Exterior Renovation: | Cottonwood Soffits & Fascia |
| •Roofs: | Ackerman, NHS |
| •Doors/Frames: | 7 Buildings |
| •Interior Renovations: | AMS, SSC |
| •Flooring: | NMS, WHS |
| •Painting: | 5 Elementary Buildings |
| •Restrooms: | Black Elk, Ezra |
| •HVAC: | Abbott, KMS, RMS, NHS |
| •Kitchen Equipment: | Norris |
| •Fire Detection: | Abbott |

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Buell Visitors Grandstand Improvements

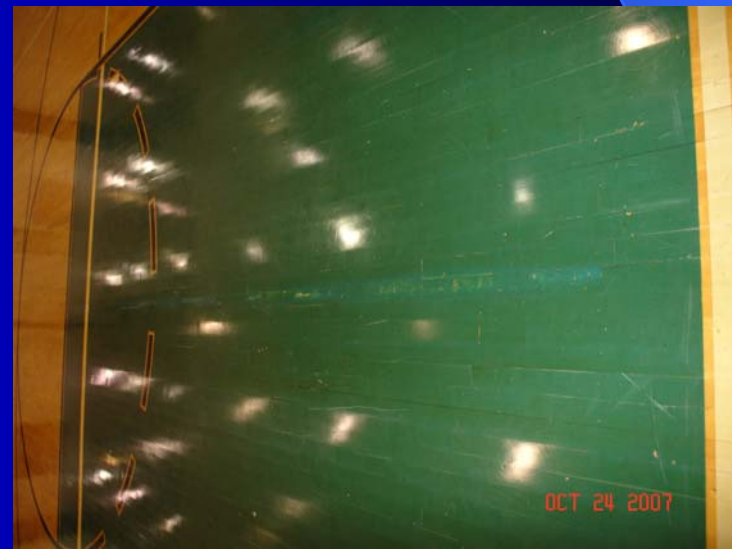


SUMMER PROJECTS 2008

Millard Public Schools

Project Management

West High Gym Floors



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Bleacher Improvements: KMS, SHS



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

BMS Drainage Improvements



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Ezra Hard Surface Play Area Replacement



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Hitchcock ADA Access Improvements



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Holling Heights Parking and Play Area Paving



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Montclair West Drive and Parking Paving



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Automated Irrigation Control Improvements

Sites: Hitchcock, Reagan, Rohwer, Willowdale, Upchurch, DSAC

Features

Connects local, independent irrigation controls to the computers of centrally-based managers through existing radio frequency and data network systems. All high schools and middle schools were completed and brought on-line 2005-2007. This project will complete all elementary schools and special buildings with existing, major irrigation systems.

Benefits

- Provides full remote control of significant irrigation systems by district-level managers
- Reduces water consumption
- Ensures district-wide continuity for irrigation practices, quantities, start/stop times, etc.

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Weatherproofing: Aldrich, Disney, Neihardt, AMS



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Cottonwood Soffits and Fascia



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

MPS Roof Statistics

Magnitude of Existing MPS Roofs

- 2.6 million sq. ft. (i.e., 58 football fields)
- 130,000 sq. ft./yr (20-year avg. life)
- \$ 1.43 million/yr. budget (Bldg. Fund)

- New roof area to be added through 2008:
 - 253,096 sq. ft.
(5.6 additional football fields)

- Existing roofs currently beyond 20 yrs:
 - 14 Elementary Schools
 - 1 Middle Schools
 - 2 High Schools
 - 4 Special Buildings

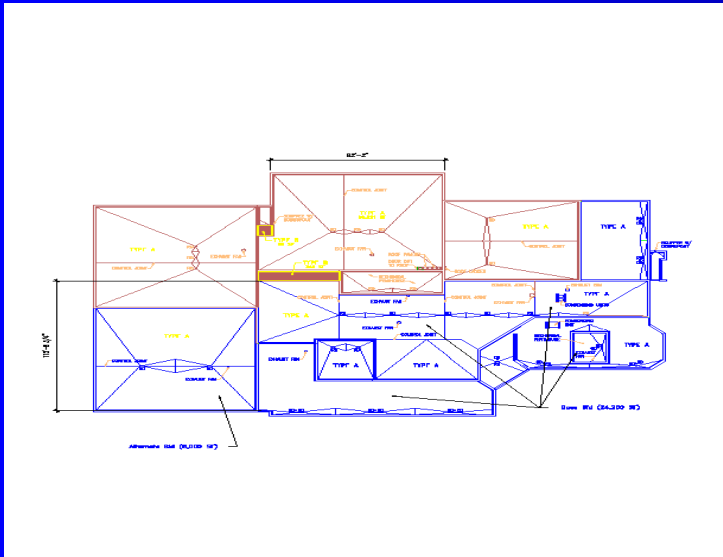


SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Ackerman Re-roof Phase I of II

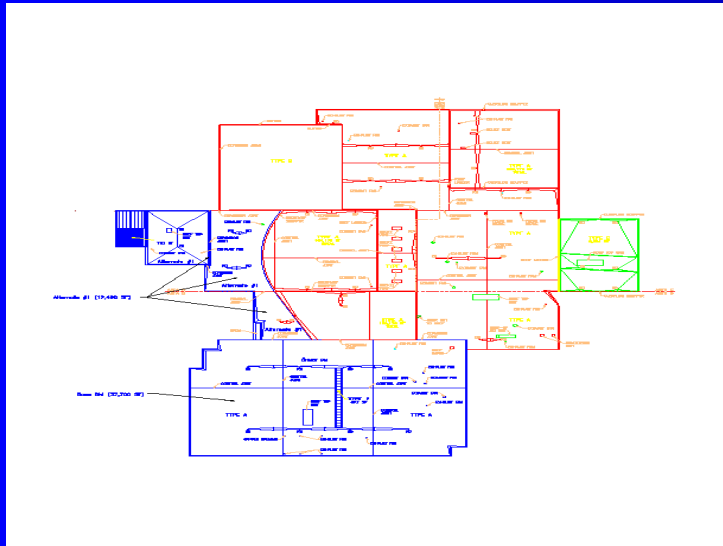


SUMMER PROJECTS 2008

Millard Public Schools

Project Management

NHS Re-roof Phase II-08



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Exterior Door and Window Replacements



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

AMS Interior Renovation Package



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

SSC Main Office Renovations



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

NMS Commons and Corridor Carpet Replacement



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

WHS Phase II of II Carpet Replacement



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Interior Repainting: Bryan, Holling Hgts, Norris

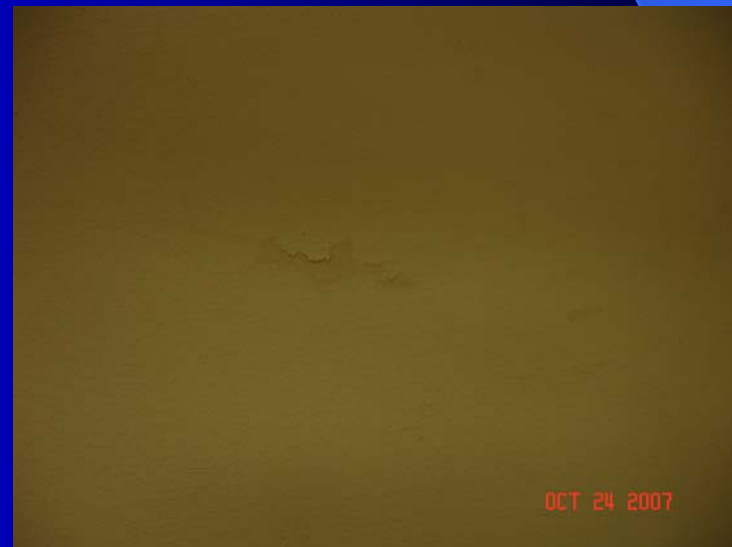


SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Interior Repainting: Cottonwood, Harvey Oaks



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Restroom Partition Replacements: Black Elk, Ezra



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Abbott HVAC Improvements



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

KMS HVAC and Lighting Improvement Study

This study (similar to the AMS study and project that followed in 06-07) will look at the causes of high humidity, poor indoor air quality and inferior interior lighting. Recommendations for corrective work will result in requests for funding for Summer 2009 Projects.

The criteria for the study are:

- 1988 Original equipment does not condition outside air
- Humid outside air creates comfort and mold issues
- Higher-quality ventilation results in lower CO2 levels
- Conditions are worst when outside air is cool and humid
- Humidity control is essential to prevent mold growth
- Compare interior lighting levels with current standards of design

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

RMS HVAC Improvements

A study was conducted throughout the spring and summer of 2007 which collected data to be analyzed by the engineers. The study report was compiled and issued in October, resulting in the following recommendations:

- High humidity levels should be addressed by adding dedicated equipment to condition the ventilation air before it is introduced to the spaces. This will require 10 new roof-mounted dehumidification units, which will serve the 17 existing air intake hoods.
- Relief dampers should be installed to maintain reasonable static air pressures in all conditions.
- DDC controls should be installed on all new equipment and integrated with existing energy management controls.
- DDC controls should be retrofitted into two of the existing air handlers.
- Electrical and other infrastructure must be upgraded to support the new improvements.

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

NHS Cooling Loop Piping Replacements



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Norris Kitchen Hood Replacement



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Abbott Fire Detection System Replacement



SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Total Project Cost Summary by Discipline

Civil Projects	512,400
Architectural Projects	1,869,211
Mechanical Projects	810,900
Electrical Projects	75,000
10% Contingency	326,751
Soft Costs (18%)	<u>588,152</u>
Total Requests	\$4,182,414

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Excel Cost Worksheet

SUMMER PROJECTS 2008

Millard Public Schools

Project Management

Cost Total Definitions

(A) Estimated Total Construction Costs: Anticipated amount of bid award

(B) Construction Cost Contingency: = 10% of (A)

(C) Estimated Total Soft Costs include:

- Architect's and engineer's fees, including contract administration
- Document printing and postage
- Survey, geotechnical, and construction testing fees
- HVAC air and water balancing, HVAC commissioning fees
- Project support costs to MPS vendors and sub-contractors

(D) Estimated Total Project Requests: Sum of (A+B+C)

2008 Summer Project Requests: Architect's / Engineer's Estimates

<i>Sub Discipline</i>	Location	Project	A-E Const Cost Estimate	Discipline Sub-total	Maint Dept Priority	Project Committee Priority	District Admin Priority	150 Notes
<i>Athletic Facilities</i>	Buell Visitors	Visitor's Grandstand Structural Improvements	23,150		10	16	16	
<i>Irrigation</i>	5 Elem, DSAC	Automated Irrigation Control Improvements	18,000		26	26	26	
<i>Paving</i>	Ezra	Play Area Paving Improvements	82,500		16	10	10	
	Montclair	West Drive & Parking Paving Improvements	105,000		8	8	8	affects summer programs
	Hitchcock	ADA Access Improvements (4 fire egress points)	15,000		9	9	9	coordinate with summer programs
	Holling Heights	Parking & Play Area Paving Improvements	225,000		17	17	17	no summer school or activities
<i>Drainage Improvements</i>	Beadle Middle	Grading & Drainage Improvements	43,750	512,400	7	7	7	coordinate with summer programs
<i>Exterior</i>	Cottonwood	Soffit and Fascia Improvements (14 locations)	95,000		27	27	27	coordinate with summer programs
<i>Weatherproofing</i>	Aldrich	Weatherproofing Improvements	23,846					coordinate with summer programs
	Disney	Weatherproofing Improvements	44,093		11	11	11	coordinate with summer programs
	Neihardt	Weatherproofing Improvements	40,697					coordinate with summer programs
	Andersen Middle	Weatherproofing Improvements	56,845					coordinate with summer programs
<i>Roofs</i>	Ackerman	Re-roof Phase I of II (base bid)	223,850		4	4	4	no summer school or activities
	Ackerman	Re-roof Phase I of II (alternate 1)	74,000		4	4	4	no summer school or activities
	North High	Re-roof Phase II-08 (base bid)	348,730		5	5	5	no summer school or activities
	North High	Re-roof Phase II-08 (alternate 1)	116,700		5	5	5	no summer school or activities
<i>Doors & Windows</i>	7 Buildings	Exterior Door and Window Replacements	100,000	1,123,761	12	12	12	coordinate with summer programs
<i>Athletic Facilities</i>	West High	Gym Floor Refinishing (both Wildcat I & II)	53,000		29	29	29	no gym camps or activities
<i>Interior Renovation</i>	Andersen M S	Interior Renovation Package (ceilings, fire detection, gym floors, lighting, carpet)	268,200		6	6	6	no summer school or activities
<i>Gym Bleachers</i>	Kiewit Middle	Bleacher Step Improvements	3,000		19	19	19	coordinate with summer use
	South High (main)	Bleacher End Rail Improvements	12,000		18	18	18	coordinate with summer use
<i>Remodeling</i>	Support Services	Main Office Renovations	59,000		30	30	30	coordinate for services affected
<i>Restroom Partitions</i>	Black Elk	Restroom Partition Improvements	28,500		20	20	20	no summer school or activities
	Ezra	Restroom Partition Improvements	23,000		21	21	21	no summer school or activities
<i>Interior Keyed Locks</i>	Abbott, Cody, Ezra	Keyed Lock Improvements (interior system locks)	6,500		13	13	13	coordinate with summer programs
<i>Painting</i>	Bryan	Lobby Repainting						
	Holling Heights	Gym Repainting (alternate for gym restrooms)	22,000		25	25	25	no summer school or activities
	Norris	Metal Ceiling Repainting (2 kindergarten & comns)						
	Cottonwood	Corridor & Commons Repainting (alt for restrooms)	27,300		23	23	23	no summer school or activities
	Harvey Oaks	Media Center & K-1 Repainting	9,800		24	24	24	no summer school or activities
<i>Carpeting</i>	North Middle	Commons & Corridor Carpet Replacements	51,150		14	14	14	no summer school or activities
	West High	Carpet Replacements Phase II of II (alt for 00 add)	182,000	745,450	28	28	28	no summer school or activities
<i>HVAC Systems</i>	Abbott	HVAC Improvements (IAQ & humidity control)	180,000		22	22	22	no summer school or activities
	Norris	Kitchen Hood System Replacement	75,000					
	Kiewit Middle	HVAC & Lighting Improvement Study	9,500		3	3	3	coordinate with summer programs
	Russell Middle	HVAC Improvements (IAQ & humidity control)	464,500		2	2	2	no summer school - gym use OK
	North High	Cooling Loop Piping Replacements	81,900	810,900	1	1	1	no summer school or activities
<i>Fire Detection</i>	Abbott	Fire Detection System Replacement	75,000	75,000	15	15	15	no summer school or activities

A	Estimated Total Construction Costs	3,267,511
B	10% Construction Cost Contingency	326,751
C	Estimated Total Soft Costs (18%)	588,152
D	Total Project Requests	\$4,182,414