

Regular Meeting
Wednesday, May 27, 2026 5:30 PM Pacific

District Office Board Room
11 N. Royal Ave
Eagle Point, Oregon 97524

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Agenda Adoption**
5. **Acknowledgments**

2025-26 Board Acknowledgements 5/17/26

May				
Submitted By	Employee	Building	Job Title	Achievements
Brigette Hayes	Brittany Dizick	Eagle Rock Elementary	2nd Grade Teacher	Mrs. Dizick is one of those amazing teachers who has one speed...GO GO GO! She serves as PLC Team Lead, she serves on Building Leadership Team, she is our Student Leadership Team Lead, she has been point person supporting our PTO, she is everyone's GO to person when a spark plug is needed. In her classroom, she's growing chickens and tomato plants...as well as the minds of little humans! Brittany exemplifies the best of what teachers are. She inspires us all.
Jennifer Patterson Durham	Renee Sorensen	Transportation	Administrative Assistant & Driver	Renee Sorensen has been instrumental in the successful transition to Frontline within Transportation, serving as a steady and capable leader throughout the process. As an Administrative Assistant, she skillfully manages phones, dispatch, customer service, and scheduling—while stepping in to drive when needed. Her flexibility, commitment, and leadership are critical to the ongoing transformation and success of the department.
Jennifer Patterson Durham	Lindsey Bivens	District Office	HR Specialist	Lindsey Bivens consistently brings an innovative, customer service–focused approach to Human Resources. She goes beyond the surface to analyze HR data—supporting improvements in areas such as retention and evaluation systems. This year, she earned her Professional Human Capital Leaders in Education (pHCLE) certification and continues to actively pursue professional growth. Lindsey has also been instrumental in supporting Transportation, helping train and onboard staff in Frontline and strengthening systems for training and certification tracking. She is a strong team builder and a valuable asset to the organization.
Heather Marrs	Tricia Hurley	Shady Cove School	Instructional Assistant	Tricia Hurley is Shady Cove School's classified staff honoree for May, and she truly goes above and beyond for our students and families. As an Instructional Assistant, Tricia wears many hats, from greeting families at morning drop-off to providing reading and math interventions that support student success. This year, she took on Yearbook Club and knocked it out of the park, guiding students to create a final product that reflects the pride of our school. She also leads our after-school Drama Club, helping students build confidence and showcase their talents at our Annual Talent Show and Dessert Auction, which she helps organize and emcee each year. Tricia's positivity, dedication, and willingness to jump in wherever needed make her an invaluable part of our school community. We are proud to recognize her for the impact she makes every day.
Heather Marrs	Crystal Wade	Shady Cove School	6th Grade Teacher	Crystal Wade is Shady Cove School's certified staff honoree for May. As our 6th grade teacher, Crystal is deeply committed to creating meaningful experiences that support both learning and connection for her students. She partners with the Shady Cove Public Library to bring engaging opportunities like the Summer Reading Program to our school and consistently goes the extra mile—whether that's teaching extended day, organizing field trips, or supporting students through their transition to middle school. Beyond the classroom, Crystal is an active member of our PBIS Team, attends PTO meetings, and is creating the 6th Grade Step-Up slideshow to celebrate her students. Crystal's dedication and care make a lasting impact on our school community, and we are proud to recognize her.

6. Reports and Public Forum

6.A. City of Eagle Point Easement Main Street

6.B. Crater Lake Academy Annual Update



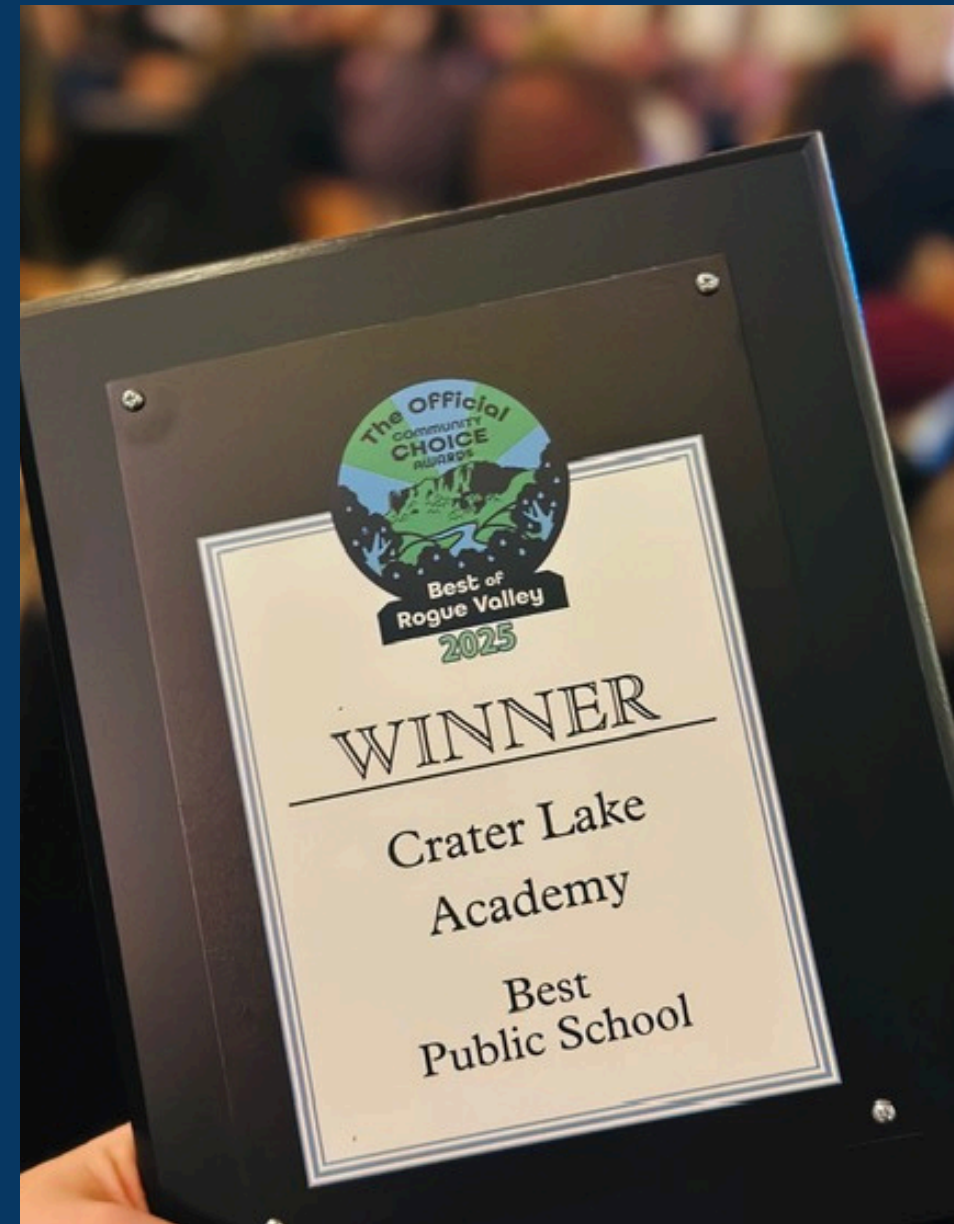
CraterLake ACADEMY

2025/26 Annual Presentation

www.craterlakeacademy.org

Crater Lake Academy Highlights

- ✓ New HS Location
- ✓ College and Career Readiness
 - 416 college credits projected to be earned this year
 - 20 Industry Tours & Career Chats (High School)
 - 9 Industry Chats (K-8)
- ✓ Experiences
 - Pearl Harbor
 - Washington DC

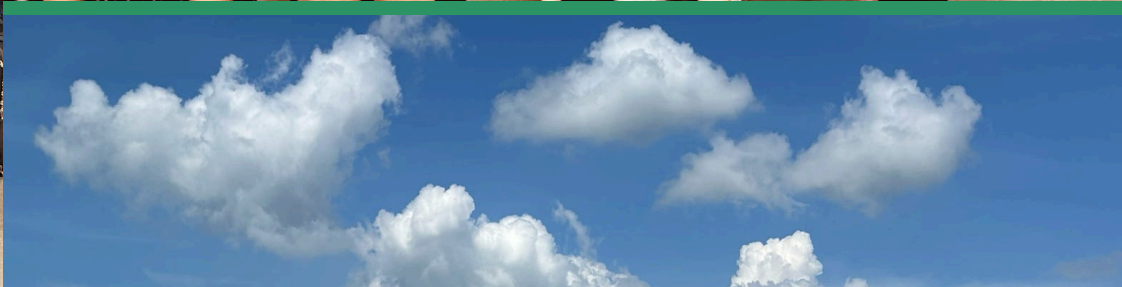


**Winner
2025 Community
Choice Award**



**#11 for
Mid-Size**





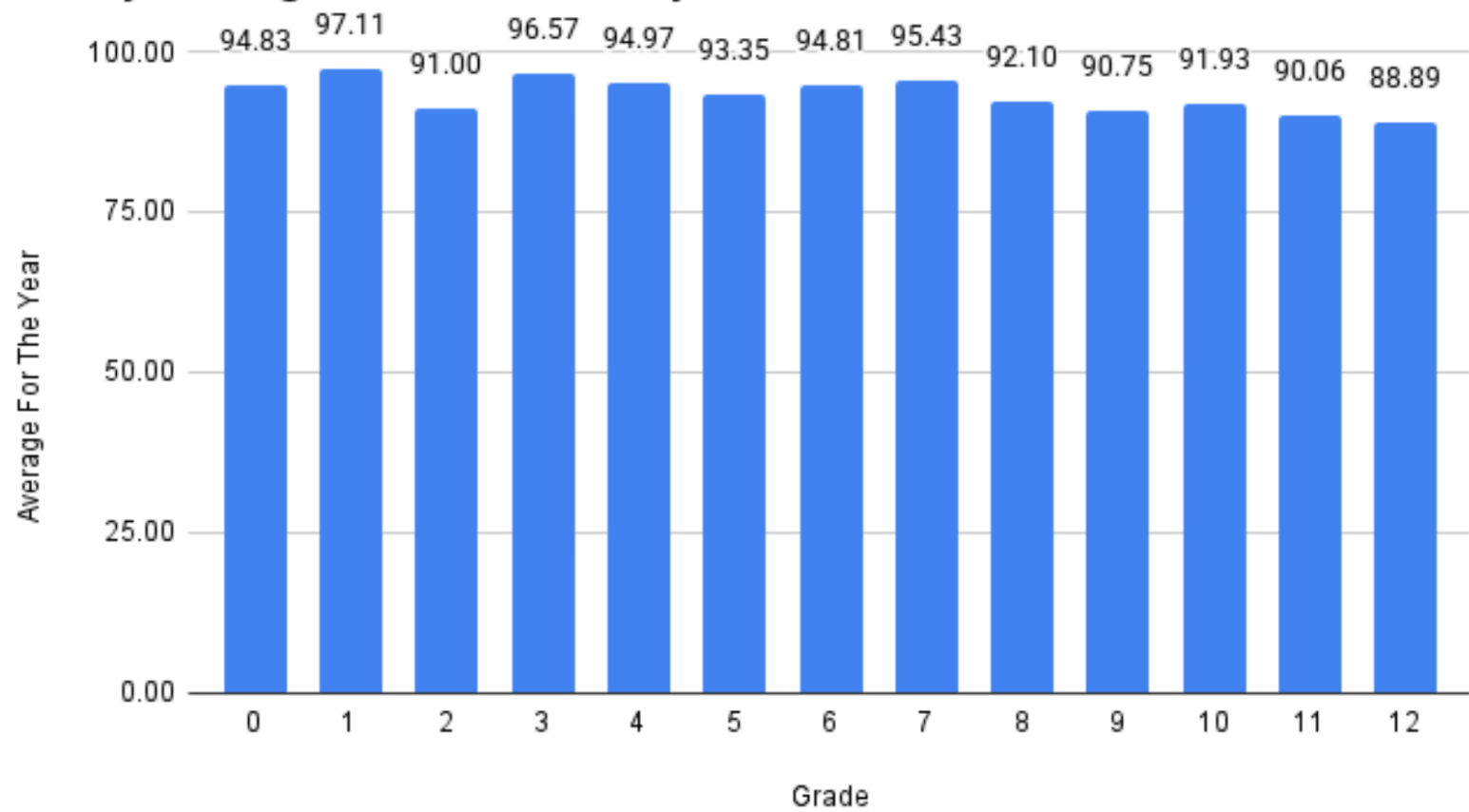




School-Wide Data

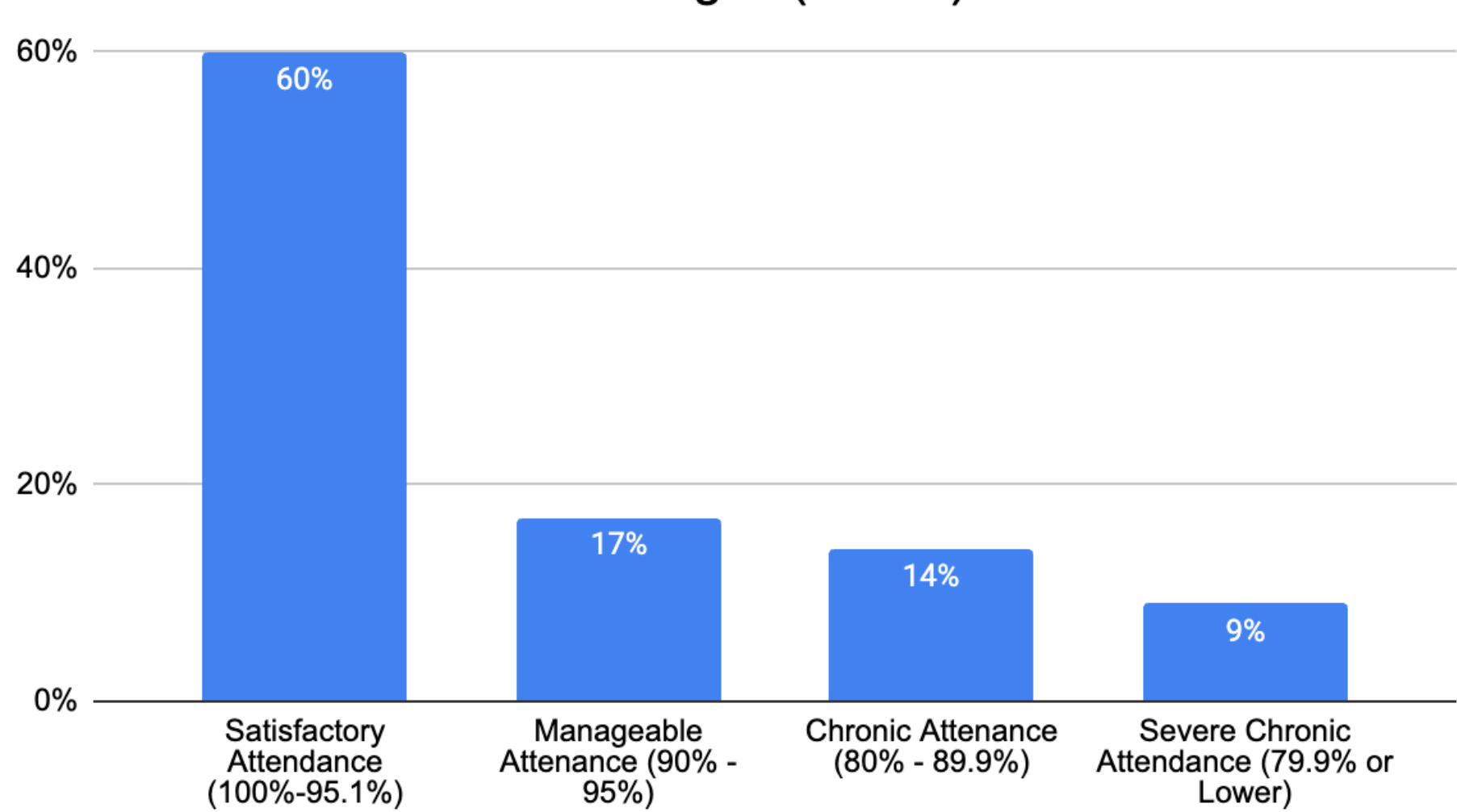
25/26 Attendance Data

Yearly Average of Attendance By Grade

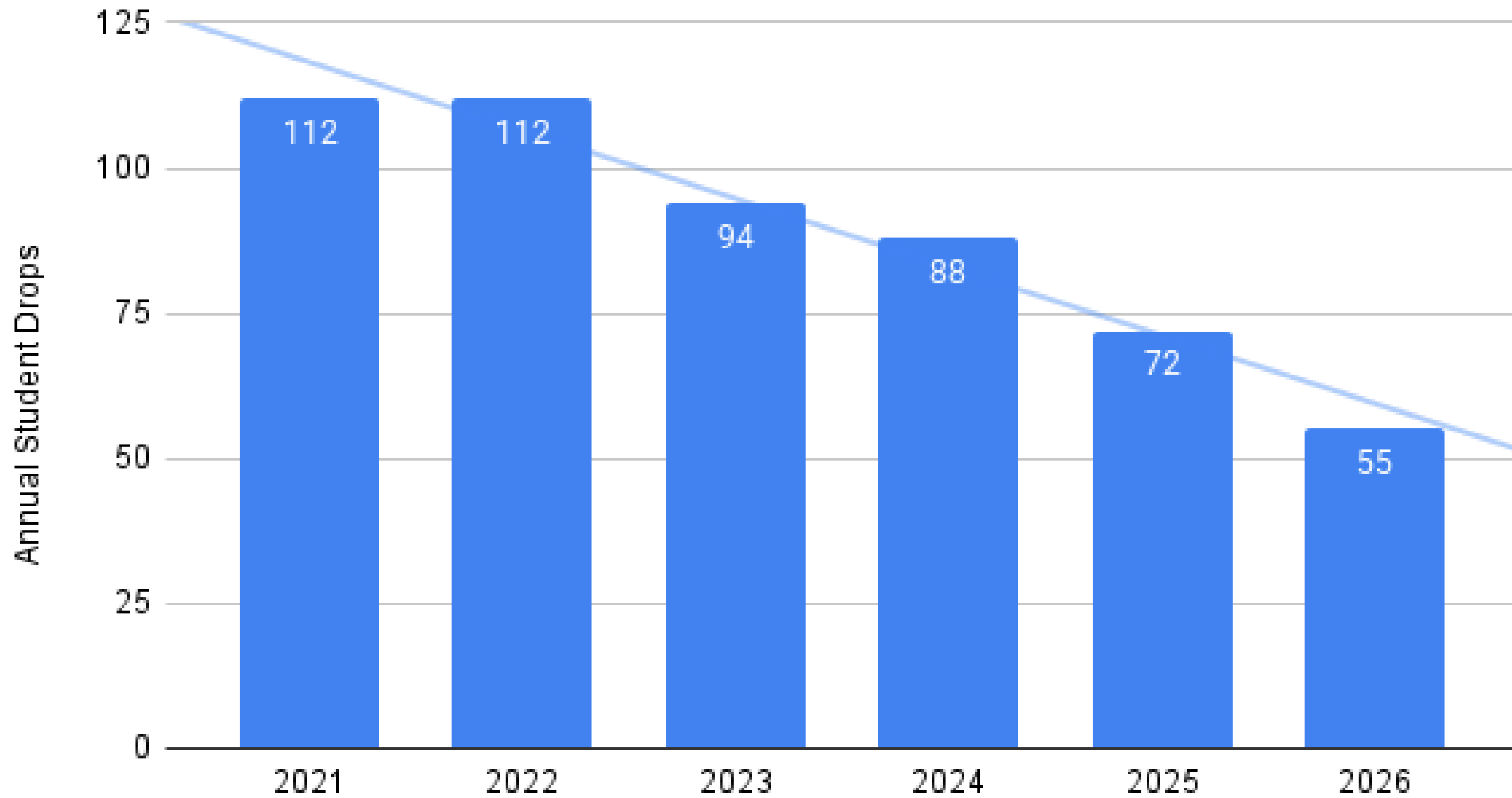


K-12 Total Average Attendance for the Year = 92.94%

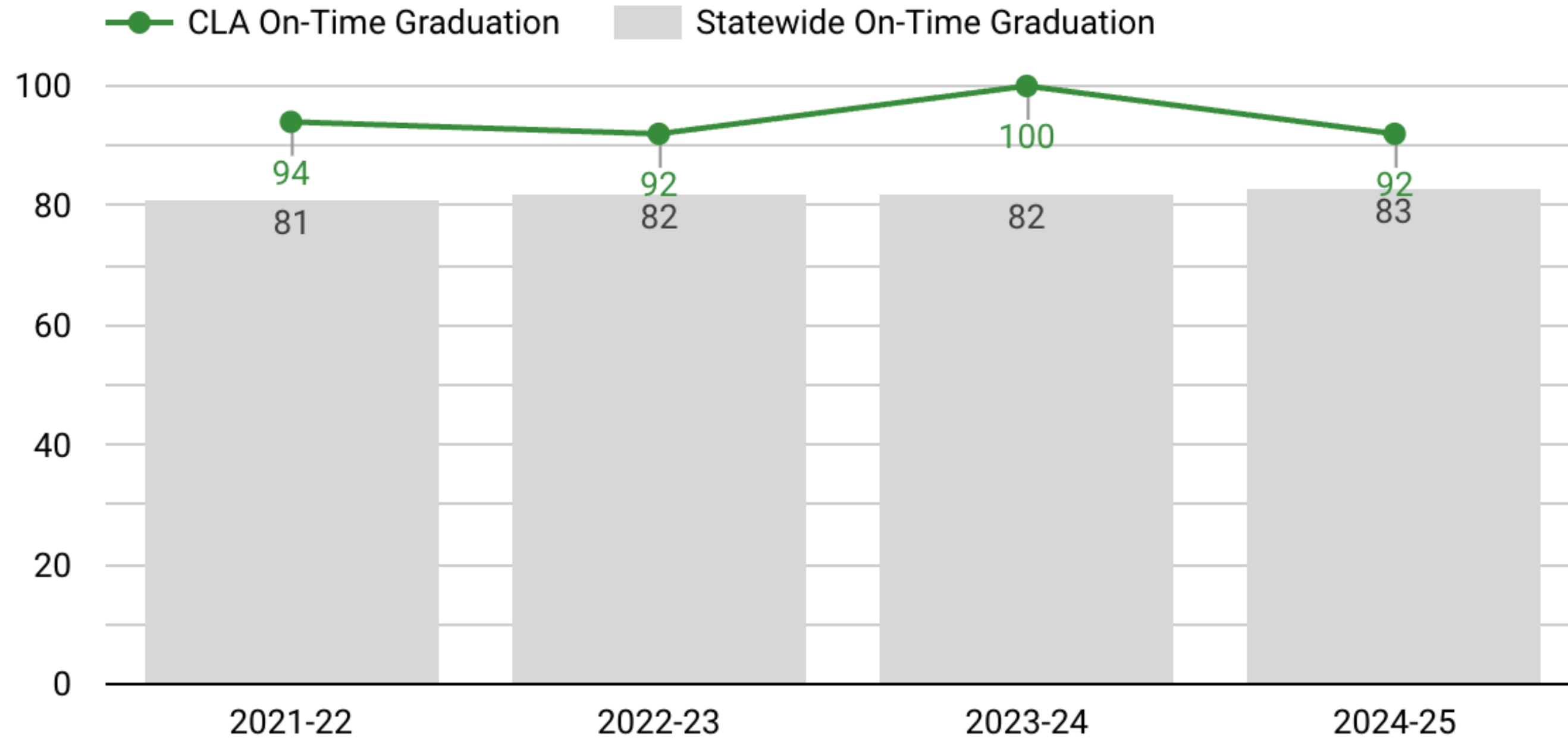
2025/26 Attendance Percentages (5/1/26)



Student Drops

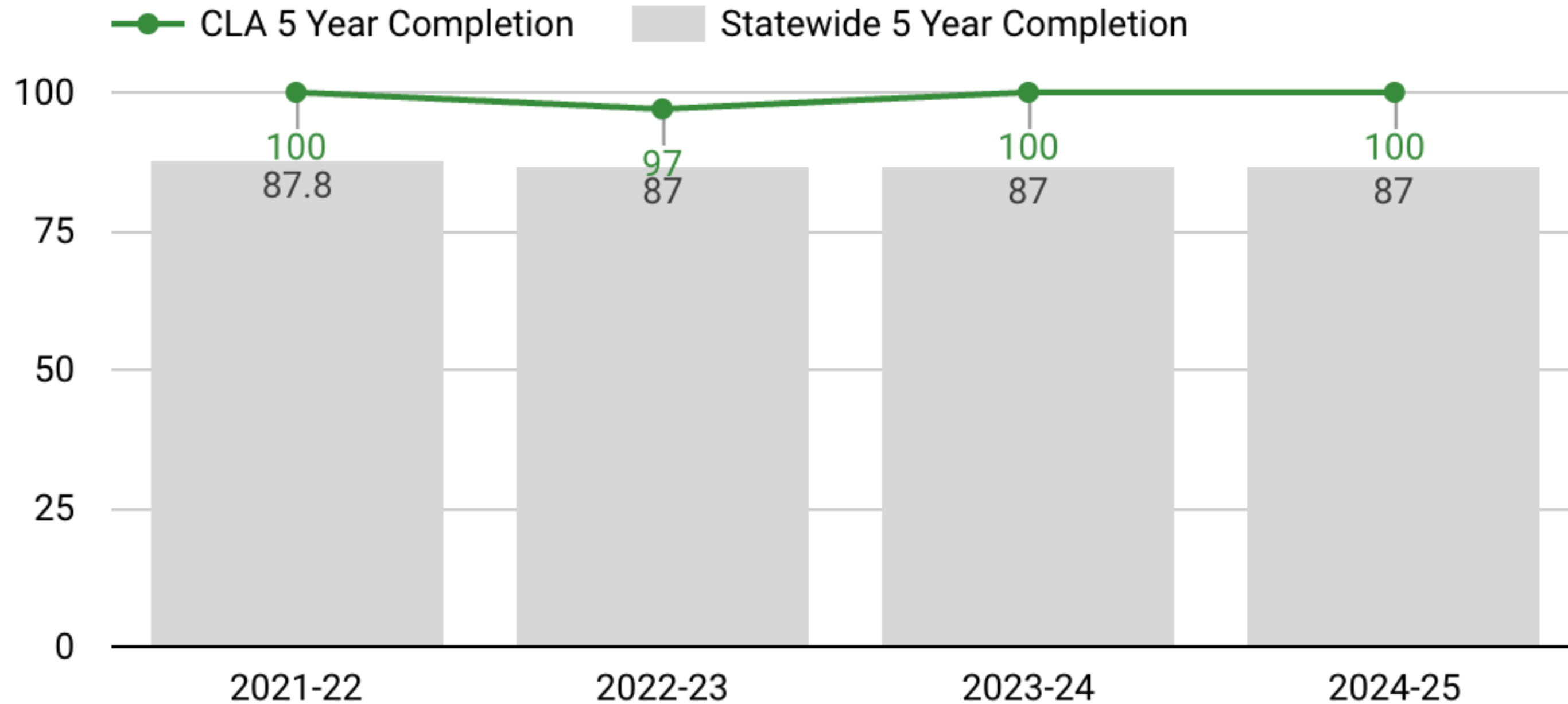


On-Time Graduation



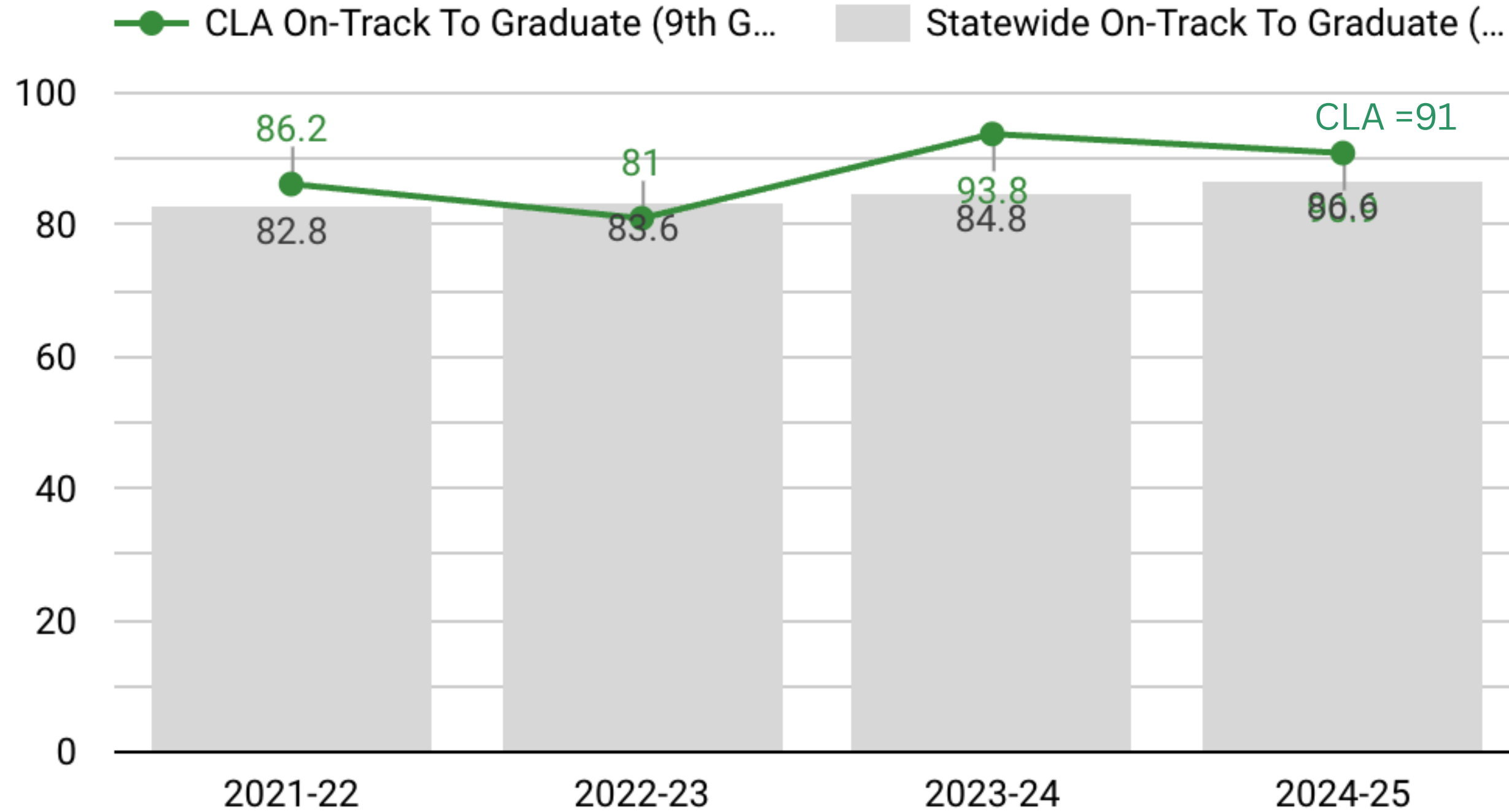
Projected 2025/26 = 96%

5 Year Completer



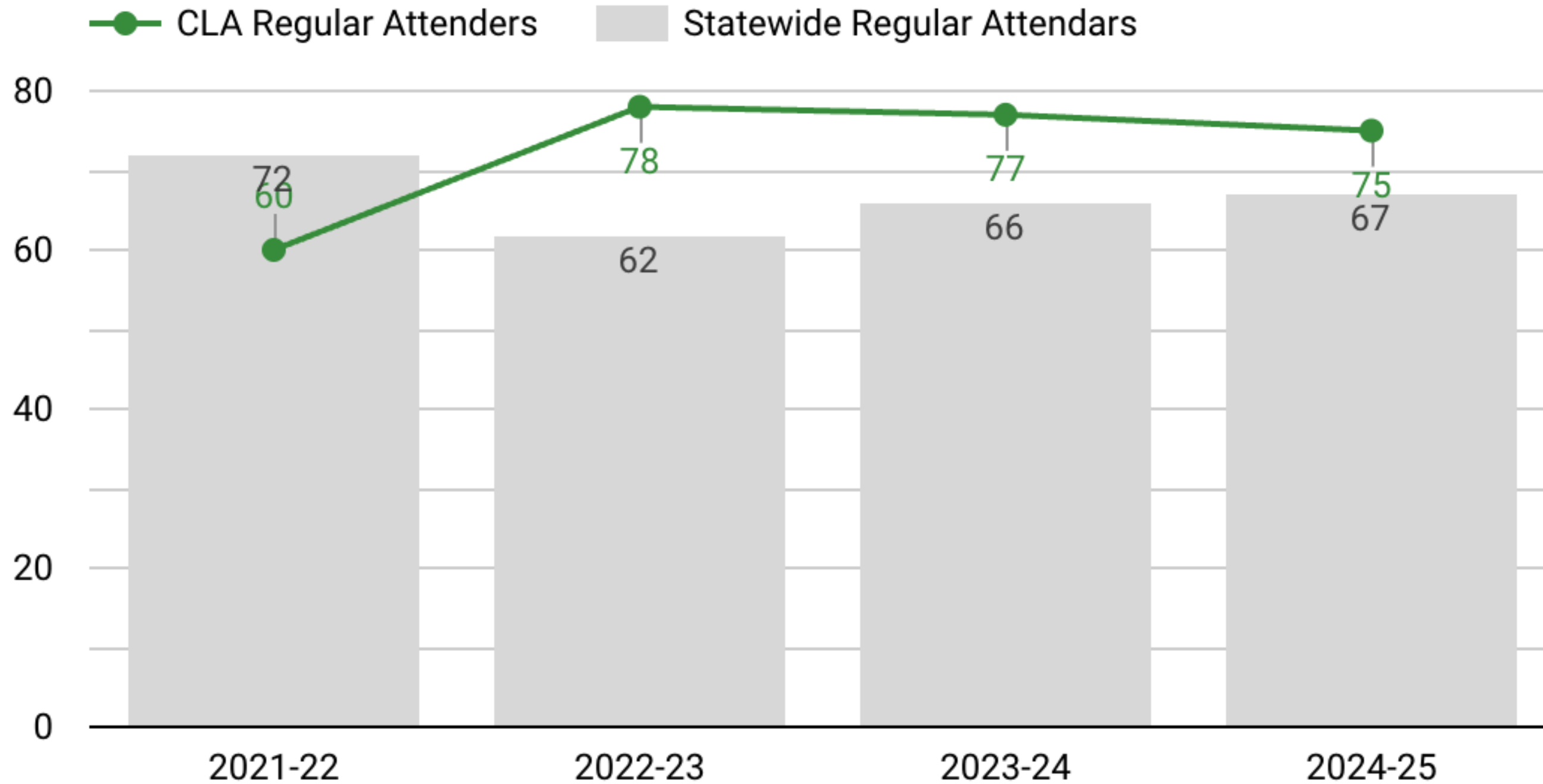
Projected 2025/26 = 100%

9th Grade On-Track



Projected 2025/26 = 87%

Regular Attenders



Projected 2025/26 = 75%



Preparing For 2025/26

Current Enrollment = 415

**Intent To Return Forms
Total = 98%**

**Projected Enrollment for
25/26 = 440 students**

6.C. Student Representative Report

6.D. Public Forum



Loris Fenner <fennerl@eaglepnt.k12.or.us>

Public comment

4 messages

kayleen johnson <[redacted]>
To: fennerl@eaglepnt.k12.or.us


Sun, Apr 26, 2026 at 6:40 PM

Hello, I wanted to share a Teacher Appreciation letter with anyone who has a moment to read it.

In honor of the upcoming Teacher Appreciation Week, I'm excited to share that Miss Ferguson has been nominated for Oregon Teacher of the Year. I had the absolute privilege of writing a letter on her behalf, sharing my family's experience and the incredible impact she has had on our school community. Her dedication, compassion, and tireless commitment to students truly set her apart, and we are so proud to celebrate her. I have attached the letter.

Thanks so much,
Kayleen Moss

(I understand you can't read the letter in three minutes, but I just thought it could be available in case somebody did want to read it)

 **Ferguson Teacher of the Year.pdf**
71K

Loris Fenner <fennerl@eaglepnt.k12.or.us>
To: kayleen johnson <[redacted]>

Mon, Apr 27, 2026 at 9:52 AM

Hi Kayleen,

What a great letter! I will forward your email to the Board and also add it to the record for the next regular meeting. Can you please provide your residential address in a reply to this email. The address is necessary to add it to the public record.

Thank you and we'll see you next week for budget committee,

Loris



Loris Fenner
Superintendent / School Board Secretary
PO BOX 548 • 11 N. Royal Ave
Eagle Point, OR 97524
541-830-6563 • fennerl@eaglepnt.k12.or.us

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kayleen johnson <[redacted]>
To: Loris Fenner <fennerl@eaglepnt.k12.or.us>

Mon, Apr 27, 2026 at 2:59 PM

Hello, My address is [182 Linwood Ave, Eagle Point OR 97524](#) . Thanks so much!

Sent from Yahoo Mail for iPhone

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[Quoted text hidden]

Connect with us on social media



This email may contain confidential information or communication relating to an individual student and as such is a confidential student record under Oregon and/or federal law, and may not be reviewed, distributed, or copied, by any person other than the individual(s) to whom it is addressed. If you are not the intended recipient, please advise the sender by reply email and immediately delete the message without copying or disclosing the contents. All district email is subject to the access and confidentiality provisions of the Oregon law including ORS Chapter192.

Loris Fenner <fennerl@eaglepnt.k12.or.us>

Mon, Apr 27, 2026 at 3:10 PM

To: Emily McIntire <mcintiree@eaglepnt.k12.or.us>, Rep McIntire <rep.emilymcintire@oregonlegislature.gov>, Chery Stritenberg <stritenbergc@eaglepnt.k12.or.us>, Joshua Graves <gravesj@eaglepnt.k12.or.us>, Randy Wolf <wolfr@eaglepnt.k12.or.us>, Justin Richardson <richardsonj@eaglepnt.k12.or.us>

Cc: Andy Kovach <kovacha@eaglepnt.k12.or.us>

Good afternoon Board,

This forwarded email (with letter attached) has been submitted as public comment to your 5/27 regular meeting. I will add it to the record of that meeting. Coincidentally, this parent is one of your new budget committee members! You will see her **next tuesday evening (5/5)** at your budget committee meeting (gentle reminder inserted there:)

Have a wonderful evening,

Loris



Loris Fenner

Superintendent / School Board Secretary

PO BOX 548 • 11 N. Royal Ave
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541-830-6563 • fennerl@eaglepnt.k12.or.us

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 **Ferguson Teacher of the Year.pdf**
71K

To the Committee Honoring Exceptional Educators,

For the last five years, I have had the honor of knowing Ms. Ferguson. She taught first grade to both of my daughters and made a lasting impact on our family. If I had to choose one word to describe her, it would be *everything*. Ms. Ferguson does everything — and she does it with unmatched dedication, compassion, and heart. There is truly nothing this woman doesn't do for her students, her colleagues, and our school community.

While volunteering in Ms. Ferguson's first-grade classroom for two years, I watched her accomplish the impossible. Meeting the needs of more than 22 children at once is something most people simply cannot do — but she did, and she continues to do it every single day. The students who were often labeled as “bad” by others were met with an integrated approach of firm, consistent boundaries paired with genuine love and understanding. The children who always had a lot to say learned how to stay quiet, focus, and complete their tasks. Her students were never expected to sit at their desks for hours on end; instead, she created engaging movement-based stations that kept them interested and excited to learn. She even developed her own classroom reward system to recognize good work and positive behavior, ensuring every child felt seen and valued.

Ms. Ferguson is the kind of educator who quietly and humbly steps in wherever she is needed. She is one of the first to arrive each morning and one of the last to leave. She pours her time, energy, and love into the school without ever expecting anything in return. Her commitment is extraordinary, and it shows in every corner of our campus.

Many programs exist solely because of Ms. Ferguson's initiative and leadership. She created and personally fundraises for the Husky Trolley, a schoolwide rewards system that motivates and celebrates students. She started a weekly after-school reading group to give children extra support. She stepped up to take over the Leadership program to ensure it continued. When the PTO was down to only two members, she volunteered to host craft nights so families would stay engaged and connected. These programs thrive because Ms. Ferguson refuses to let students go without opportunities.

Ms. Ferguson is always the first to help others and is present at every single school event. Anything fun, uplifting, or community-building that happens at our school almost always has her heart and hard work behind it. This year, Ms. Ferguson poured herself into organizing Literacy Night, and the joy in that room was unforgettable — families were having such a wonderful time that staff practically had to turn the lights off to get everyone to go home. Moments like that don't just happen; they happen because of Ms. Ferguson. She is constantly searching for ways to lift students up, to help them believe in themselves, and to show them what they are capable of. And every day, she models that same kindness, strength, and excellence in everything she does.

Ms. Ferguson is one in a million. She is a true hero in our school — someone who shows up daily with a positive attitude to do a job that is exhausting, demanding, and often thankless.

There is absolutely nothing she wouldn't give to keep our school, our children, and our community safe and supported. I feel a tremendous sense of comfort dropping my kids off each morning knowing Ms. Ferguson is there.

There is no one more deserving of Teacher of the Year. Ms. Ferguson doesn't just teach; she transforms lives, strengthens families, and elevates our entire school community. She truly does everything — and she does it with grace, humility, and an unwavering love for children.

In support of an extraordinary educator,
The Moss Family

6.E. Employee's Association Representative Report

6.F. Superintendent Report



**Superintendent Report: Eagle Point School District
May 27, 2026**

Find the EPSD9 Community Newsletter [HERE!](#)

District Calendar:

The Board passed a 2026-2027 Calendar in March with the intent of continuing late-start Wednesdays. However, the Memorandum of Agreement (MOA) with the Eagle Point Education Association regarding the implementation of late-start Wednesdays will end on June 30. The District had anticipated that late-start Wednesdays would either be incorporated into a renewed contract (CBA) or that the MOA would be extended. Neither of these options has occurred yet and thus the 2026-2027 Calendar will need to agree with the original contract language which contained professional development days, rather than late-start Wednesdays. This change needs to happen in the near future as the Board has an obligation to adopt a calendar for the coming year and the District has a need to inform parents and staff of important changes that will impact preparation and planning.

Bargaining:

Teams representing the District and the local employee association (EPEA) have been meeting regularly to bargain changes to the collective bargaining agreement (CBA). The [current contract](#) (CBA) will expire on the last day of June. Information on the progress of bargaining can be found [here](#). In the most recent session on May 26, a tentative agreement (TA) was reached on Article 16.

The District team is committed to a respectful, solutions-oriented process that supports our employees while maintaining a strong focus on the needs of students and the long-term success of the District. We appreciate the professional approach shown by all participants and look forward to continuing discussion that works to find beneficial outcomes for EPSD9.

Economic Forecast:

The June Economic and Revenue Forecast was greatly impacted by the partial disconnect from the federal tax code which passed during the 2026 Session. General Fund monies are up \$380.2 million from the March Forecast while General Fund and Lottery Resources rose more slowly by \$30.8 million. Other positive news included the Corporate Activity Tax (CAT), which funds the Student Success Act programs, has increased by \$23.7 million since the March Forecast.

The forecast also shows the state's reserve accounts are projected to top \$3.8 billion at the end of the 2025-27 biennium. The Education Stability Fund is projected to have \$1.27 billion, the Rainy Day Fund is projected to have \$2.2 billion, and cash reserves are projected to be \$344.6 million for a total of \$3.81 billion.

This forecast increases confidence that the K-12 budget will not see reductions in the 2025-27 biennium.

Below are some links for additional information:

- [Office of Economic Analysis' Presentation Deck to the Revenue Committees](#) **Important note – Team COSA includes projected lottery revenues in the numbers we share in our report because a significant portion of those funds go to the State School Fund. Generally, State Economists will highlight General Fund dollars in their reports, so you may see slight differences in the COSA numbers.
- [Office of Economic Analysis' Executive Summary](#) - this is an executive summary of the June forecast from the state economist.
- [Legislative Revenue Office's Forecast Summary](#) - this summary developed by LRO contains key information on changes to our state's revenues, ending fund balance, and reserves.
- [Governor Kotek Issues Statement in Response to June Revenue Forecast](#)

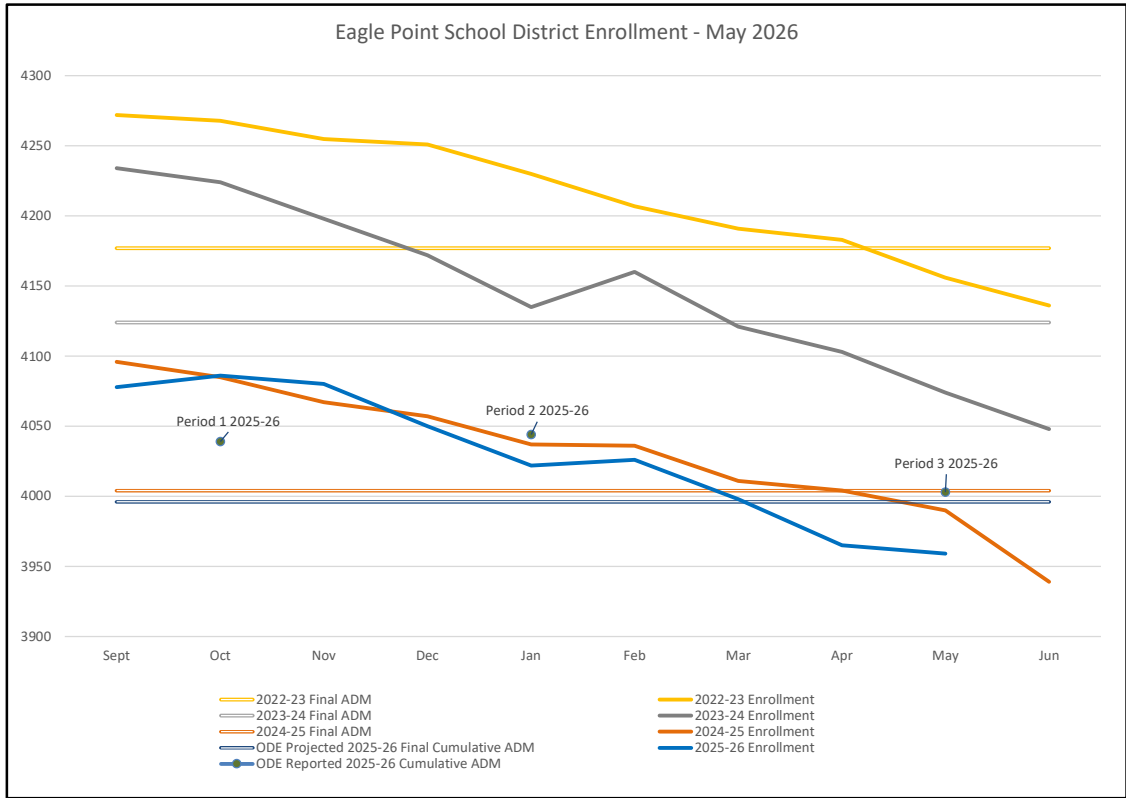
D9 Foundation:

EPSD9 community members and [alumni](#) are reminded that the [D9 Foundation](#) is a non-profit all-volunteer organization dedicated to providing scholarships for every Eagle Point graduate. Fundraising is vitally important to keeping the scholarships coming to our students. The Foundation is currently beginning the preparations for our annual Golf weekend and Dinner Auction.

Please consider volunteering or joining this organization. Information in doing so can be found at D9Foundation@gmail.com.

6.G. District Administrator's Report

6.G.1. Business Office



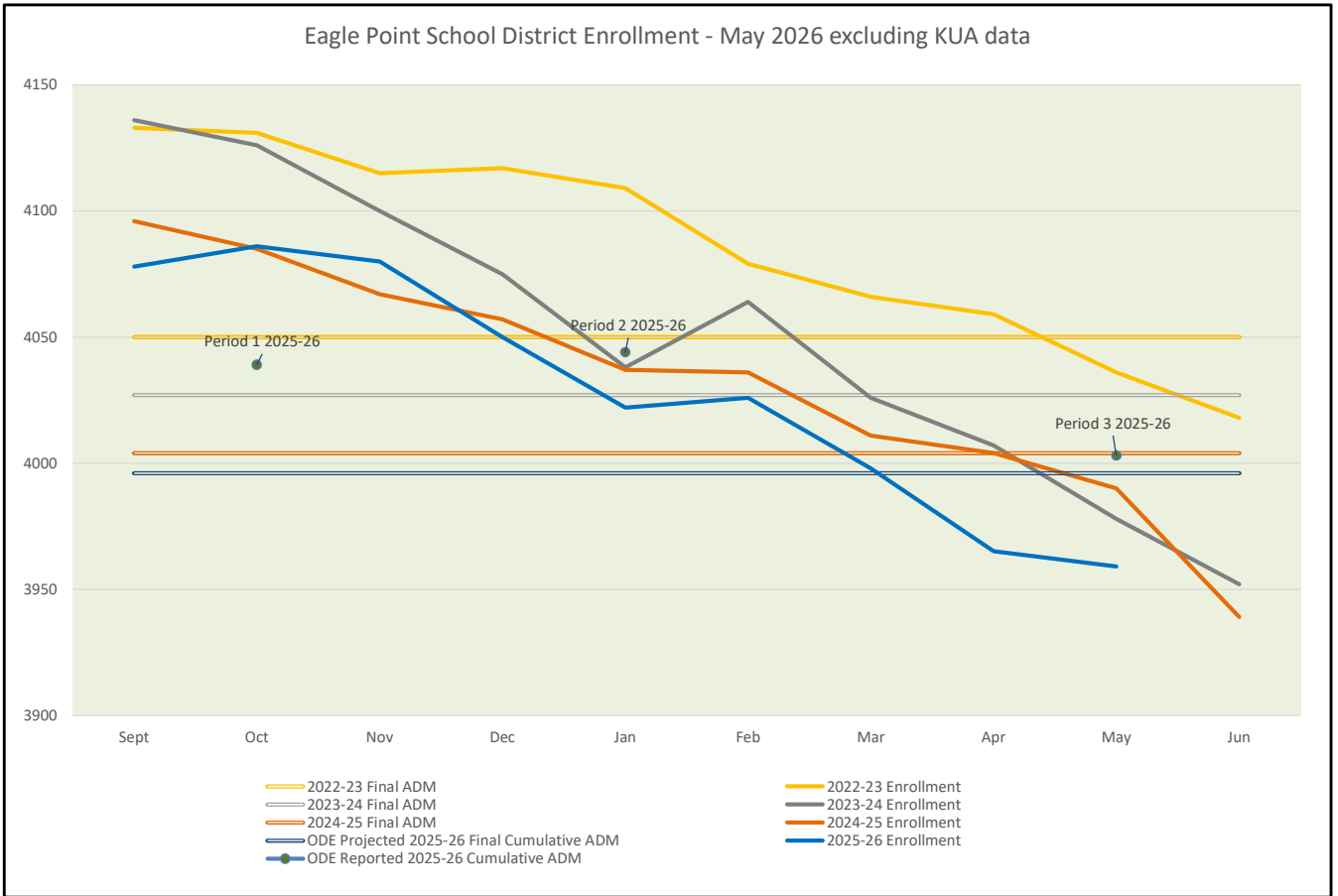
Note 1: These enrollment numbers include Crater Lake Academy and Kids Unlimited

2025-26	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
EPSD Kinder Total	250	252	250	251	253	257	258	257	255	
EPSD Grades 1-8 Total	2200	2194	2191	2172	2150	2160	2147	2122	2128	
EPSD Grades 9-12 Total	1215	1229	1230	1221	1216	1201	1184	1172	1161	
District Total	3665	3675	3671	3644	3619	3618	3589	3551	3544	
CLA: Kinder	20	20	20	20	20	20	19	20	19	
CLA: 1-8	232	232	232	232	230	233	238	241	244	
CLA: 9-12	161	159	157	154	153	155	152	153	152	
Charter Total	413	411	409	406	403	408	409	414	415	
Total Enrollment	4078	4086	4080	4050	4022	4026	3998	3965	3959	

2024-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
EPSD Kinder Total	229	221	225	226	224	229	229	229	230	228
EPSD Grades 1-8 Total	2295	2287	2290	2280	2257	2261	2245	2241	2243	2214
EPSD Grades 9-12 Total	1175	1184	1157	1156	1166	1159	1154	1150	1135	1119
District Total	3699	3692	3672	3662	3647	3649	3628	3620	3608	3561
CLA: Kinder	17	17	17	17	17	18	17	17	17	17
CLA: 1-8	225	224	224	226	225	222	221	224	224	223
CLA: 9-12	155	152	154	152	148	147	145	143	141	138
Charter Total	397	393	395	395	390	387	383	384	382	378
Total Enrollment	4096	4085	4067	4057	4037	4036	4011	4004	3990	3939

2023-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
EPSD Kinder Total	275	276	271	268	267	269	263	259	257	254
EPSD Grades 1-8 Total	2316	2310	2306	2296	2259	2278	2266	2248	2238	2232
EPSD Grades 9-12 Total	1176	1172	1155	1146	1147	1153	1136	1136	1125	1111
District Total	3767	3758	3732	3710	3673	3700	3665	3643	3620	3597
CLA: Kinder	18	18	18	18	18	18	18	18	18	18
CLA: 1-8	221	221	221	221	220	221	221	222	219	217
CLA: 9-12	130	129	129	126	127	125	122	124	121	120
KU: Kinder	31	30	30	29	29	30	29	30	30	30
KU: 1-8	67	68	68	68	68	66	66	66	66	66
Charter Total	467	466	466	462	462	460	456	460	454	451
Total Enrollment	4234	4224	4198	4172	4135	4160	4121	4103	4074	4048

2022-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
EPSD Kinder Total	234	237	237	242	241	243	244	243	240	240
EPSD Grades 1-8 Total	2390	2382	2390	2382	2373	2372	2370	2371	2357	2351
EPSD Grades 9-12 Total	1142	1146	1128	1130	1122	1106	1096	1090	1089	1081
District Total	3766	3765	3755	3754	3736	3721	3710	3704	3686	3672
CLA: Kinder	17	18	18	18	18	18	18	18	17	17
CLA: 1-8	205	207	202	208	208	208	210	210	209	209
CLA: 9-12	145	141	140	137	138	132	128	127	124	120
KU: Kinder	49	48	41	46	46	46	44	43	42	40
KU: 1-8	90	89	99	88	84	82	81	81	78	78
Charter Total	506	503	500	497	494	486	481	479	470	464
Total Enrollment	4272	4268	4255	4251	4230	4207	4191	4183	4156	4136

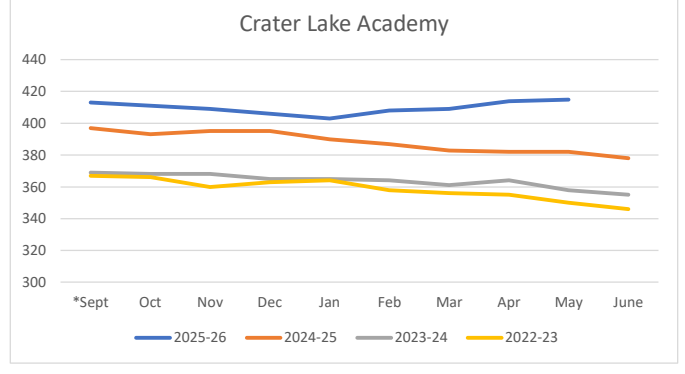
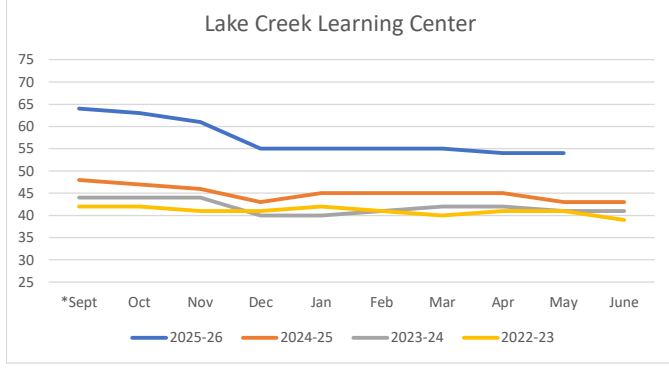
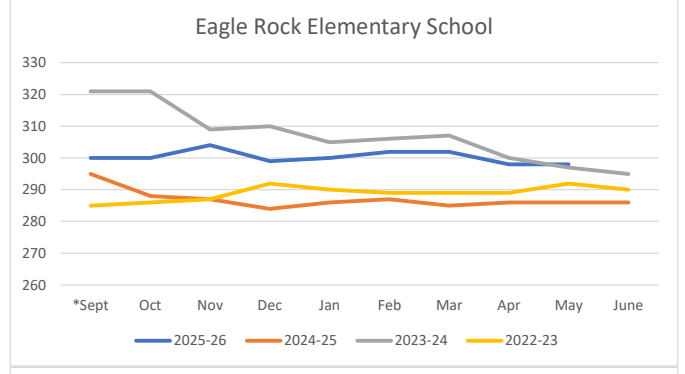
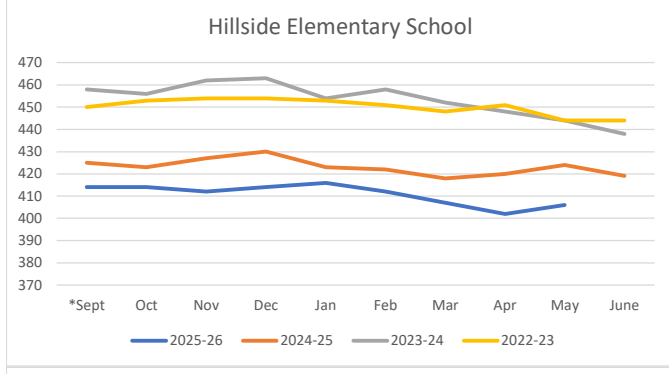
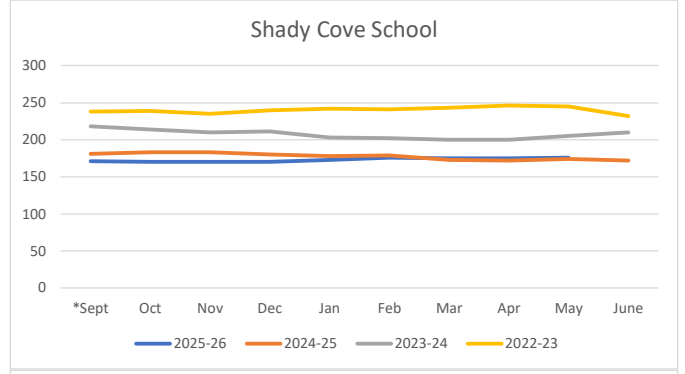
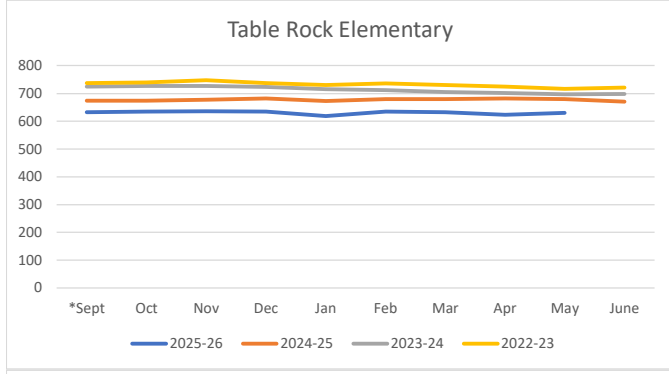
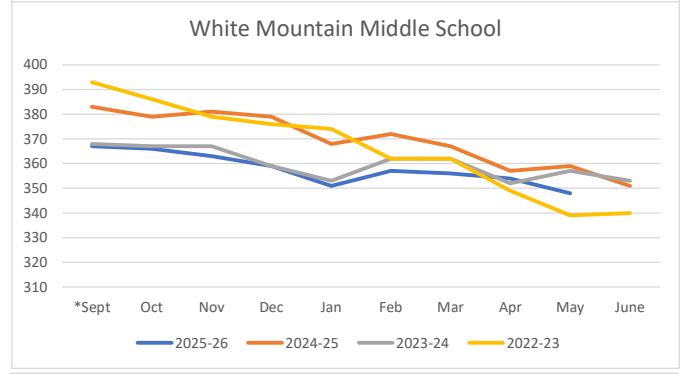
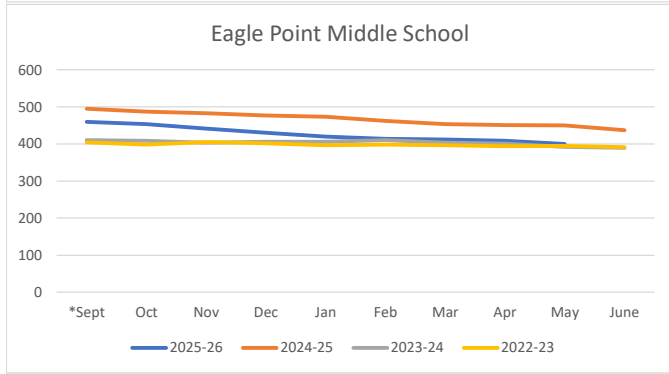
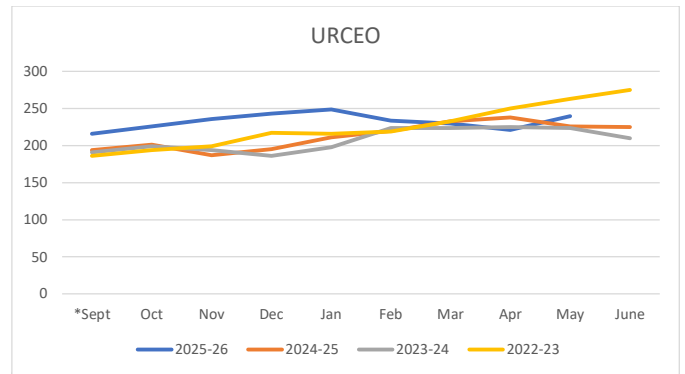
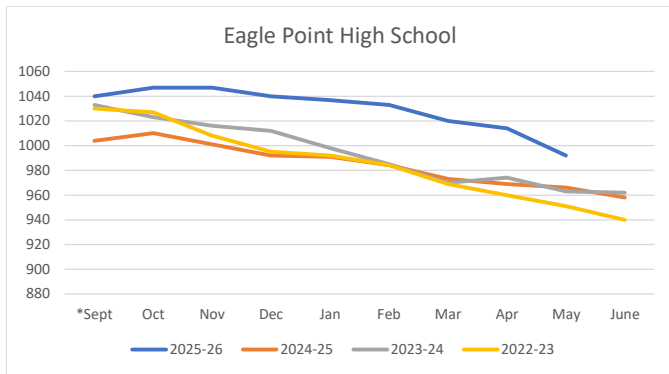


Note 1: These enrollment numbers include Crater Lake Academy only; Kids Unlimited has been removed

Year	EPSD9 Final Cumulative ADM	CLA Final Cumulative ADM	Total	Total Gain/(Loss)	EPSD Gain/(Loss)	CLA Gain/(Loss)
2017-18	3,867	264	4,131			
2018-19	3,809	294	4,103	(28)	(58)	30
2019-20	3,784	317	4,100	(2)	(26)	23
2020-21	3,696	328	4,024	(77)	(88)	11
2021-22	3,743	333	4,076	53	47	5
2022-23	3,693	357	4,050	(26)	(50)	24
2023-24	3,665	362	4,027	(23)	(28)	5
2024-25	3,617	387	4,004	(23)	(48)	25
*2025-26	3,593	403	3,996	(8)	(24)	16
				(135)	(274)	139

*Projected - will not be final until May 2027

Eagle Point School District 9 Enrollment Trends - May 2026 Report



Eagle Point School District Enrollment Trends - May 2026 Report

2025-26	*Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD Average
Eagle Point High School	1040	1047	1047	1040	1037	1033	1020	1014	992		1,030.00
Eagle Point Middle School	460	454	442	430	420	414	412	409	400		426.78
White Mountain Middle School	367	366	363	359	351	357	356	354	348		357.89
Eagle Rock Elementary	300	300	304	299	300	302	302	298	298		300.33
Lake Creek Learning Center	64	63	61	55	55	55	55	54	54		57.33
Table Rock Elementary	633	635	636	634	618	635	632	624	630		630.78
Shady Cove School	171	170	170	170	173	176	175	175	176		172.89
Hillside Elementary School	414	414	412	414	416	412	407	402	406		410.78
URCEO	216	226	236	243	249	234	230	221	240		232.78
District Total	3665	3675	3671	3644	3619	3618	3589	3551	3544		3,619.56
Crater Lake Academy	413	411	409	406	403	408	409	414	415		409.78
Charter Total	413	411	409	406	403	408	409	414	415		409.78
Total Enrollment	4078	4086	4080	4050	4022	4026	3998	3965	3959		4,029.33

2024-25	*Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD Average
Eagle Point High School	1004	1010	1001	992	991	984	973	969	966	958	984.80
Eagle Point Middle School	495	487	483	477	473	462	454	451	450	437	466.90
White Mountain Middle School	383	379	381	379	368	372	367	357	359	351	369.60
Eagle Rock Elementary	295	288	287	284	286	287	285	286	286	286	287.00
Lake Creek Learning Center	48	47	46	43	45	45	45	45	43	43	45.00
Table Rock Elementary	674	674	677	682	673	679	680	682	680	670	677.10
Shady Cove School	181	183	183	180	178	179	173	172	174	172	177.50
Hillside Elementary School	425	423	427	430	423	422	418	420	424	419	423.10
URCEO	194	201	187	195	211	220	233	238	226	225	213.00
District Total	3699	3692	3672	3662	3648	3650	3628	3620	3608	3561	3,644.00
Crater Lake Academy	397	393	395	395	390	387	383	382	382	378	388.20
Charter Total	397	393	395	395	390	387	383	382	382	378	388.20
Total Enrollment	4096	4085	4067	4057	4038	4037	4011	4002	3990	3939	4,032.20

2023-24	*Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD Average
Eagle Point High School	1033	1023	1016	1012	998	985	970	974	963	962	993.60
Eagle Point Middle School	410	408	403	406	406	410	403	401	392	390	402.90
White Mountain Middle School	368	367	367	359	353	362	362	352	357	353	360.00
Eagle Rock Elementary	321	321	309	310	305	306	307	300	297	295	307.10
Lake Creek Learning Center	44	44	44	40	40	41	42	42	41	41	41.90
Table Rock Elementary	724	726	727	723	716	712	705	701	697	698	712.90
Shady Cove School	218	214	210	211	203	202	200	200	205	210	207.30
Hillside Elementary School	458	456	462	463	454	458	452	448	444	438	453.30
URCEO	191	199	194	186	198	224	224	225	224	210	207.50
District Total	3767	3758	3732	3710	3673	3700	3665	3643	3620	3597	3,686.50
Crater Lake Academy	369	368	368	365	365	364	361	364	358	355	363.70
Kids Unlimited	98	98	98	97	97	96	95	96	96	96	96.70
Charter Total	467	466	466	462	462	460	456	460	454	451	461.70
Total Enrollment	4234	4224	4198	4172	4135	4160	4121	4103	4074	4048	4,148.20

2022-23	*Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD Average
Eagle Point High School	1030	1027	1008	995	992	984	969	960	951	940	985.60
Eagle Point Middle School	404	398	405	402	397	398	396	394	395	391	398.00
White Mountain Middle School	393	386	379	376	374	362	362	349	339	340	366.00
Eagle Rock Elementary	285	286	287	292	290	289	289	289	292	290	288.90
Lake Creek Learning Center	42	42	41	41	42	41	40	41	41	39	41.00
Table Rock Elementary	738	740	747	737	730	736	730	724	716	721	731.90
Shady Cove School	238	239	235	240	242	241	243	246	245	232	240.10
Hillside Elementary School	450	453	454	454	453	451	448	451	444	444	450.20
URCEO	186	194	199	217	216	219	233	250	263	275	225.20
District Total	3766	3765	3755	3754	3736	3721	3710	3704	3686	3672	3,726.90
Crater Lake Academy	367	366	360	363	364	358	356	355	350	346	358.50
Kids Unlimited (includes PreK)	158	156	189	154	151	151	148	124	120	118	146.90
Charter Total	525	522	549	517	515	509	504	479	470	464	358.50
Total Enrollment	4291	4287	4304	4271	4251	4230	4214	4183	4156	4136	4,085.40

Eagle Point School District Enrollment by Cohort - May 2026 Report

Annual Average Enrollment by Cohort

	FY24	FY25	FY26
Class of 2024	263		
Class of 2025	259	263	
Class of 2026	306	286	298
Class of 2027	318	309	305
Class of 2028	265	298	294
Class of 2029	277	309	306
Class of 2030	292	291	281
Class of 2031	298	301	304
Class of 2032	295	282	278
Class of 2033	277	263	252
Class of 2034	283	287	282
Class of 2035	242	264	256
Class of 2036	266	265	266
Class of 2037		227	244
Class of 2038			254
	3,641	3,644	3,619

Difference between the
graduating & incoming cohorts (36) (9)

Average 9-12 Enrollment for 2025-26 approx 300/cohort

Average 6-8 Enrollment for 2025-26 approx 288/cohort

Average K-5 Enrollment for 2025-26 under 260/cohort

Kinder average last three years 249/cohort

7. Board Action Items











7.A. Consent Agenda

7.B. Unfinished Business

7.C. New Business

7.C.1. Revised 2026-27 Calendar

Eagle Point School District 9 2026-27 Bargaining Unit Employee Calendar

-  Orientation Day K-5 Regular 6-12
-  Holiday/Break - NO SCHOOL
-  School in Session
-  Parent Conf-NO SCHOOL
-  New Teacher Inservice Day
-  End of 9 weeks (school in session)
-  Last Day for Seniors
-  Teacher Work Day-NO SCHOOL
-  Professional Development Day
-  Teacher last day if snow days

2026						
JULY						
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26	27	28	29	30	31	
Student days 16						
AUG Teacher contract days 2						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
Student days 16						
SEPT Teacher contract days 21						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
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Student days 16						
OCT Teacher contract days 22						
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Student days 21						
NOV Teacher contract days 21						
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Student days 17						
DEC Teacher contract days 14						
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Student days 14						
2027						
JAN Teacher contract days 19						
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Student days 18						
FEB Teacher contract days 20						
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MAR Teacher contract days 18						
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Student days 18						
APRIL Teacher contract days 22						
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Student days 20						
MAY Teacher contract days 21						
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Student days 19						
JUNE Teacher contract days 14						
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Student days 12						

Eagle Point School District 9 2026-27 Bargaining Unit Employee Calendar

September 7, 2026	Labor Day
September 8, 2026	Orientation Day for K-5th. First day of School for 6th-12th
September 9, 2026	First day of School for K-5th
September 17, 2026	Constitution Day
September 18, 2026	Teacher Professional Development Day
October 16, 2026	Teacher Professional Development Day
November 11, 2026	Veterans' Day
November 13, 2026	End of 1st 9 weeks
November 16, 2026	Teacher Work Day
November 23-25, 2026	Parent Conferences
November 26-27, 2026	Holiday Break
Dec 19 -Jan 3, 2027	Holiday Break
January 4, 2027	SCHOOL RESUMES
January 15, 2027	Teacher Professional Development Day
January 18, 2027	Martin Luther King Jr. Day
February 4, 2027	End of 1st Semester
February 5, 2027	Teacher Work Day
February 15, 2027	Presidents' Day
February 26, 2027	Teacher Professional Development Day
March 22-26, 2027	Spring Break
April 15, 2027	End of 3rd 9 weeks
April 16, 2027	Teacher Work Day
April 23, 2027	Teacher Professional Development Day
May 21, 2027	Teacher Professional Development Day
May 31, 2027	Memorial Day--Paid Holiday all employees
June 8, 2027	Last Day for Seniors
June 11, 2027	E.P.H.S. Graduation 7:30 p.m.
June 16, 2027	LAST DAY FOR STUDENTS (End of 2nd semester)
June 17, 2027	Teacher Work Day
June 18, 2027	Teacher last day if snow days

Eagle Point School District 9 2026-27 Parent Calendar

<p>★ Orientation Day K-5 Regular 6-12</p> <p>△ Holiday/Break - NO SCHOOL</p> <p>■ School in Session</p> <p>⊗ Parent Conf-NO SCHOOL</p>	<p>⬡ End of 9 weeks (school in session)</p> <p>⚡ Last Day for Seniors</p> <p>○ Teacher Work Day-NO SCHOOL</p> <p>⊕ Prof. Dev. Day -NO SCHOOL</p>	<p>SEPT 2026</p> <table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr> </table>	S	M	T	W	T	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																																																																																														
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|---|--|

**7.C.2. Food Service Management Company (FSMC) Sodexo America,
LLC Contract Renewal**

**Eagle Point School District 9
Board of Directors Information Sheet**

Date: May 27, 2026 Presented By: G. Swearingen
Subject: Food Service Management Company (FSMC)
Sodexo America, LLC Contract Renewal Attachment(s) Yes

Information

BACKGROUND

Eagle Point School District 9 contracts with Sodexo America, LLC, as the District’s Food Service Management Company (FSMC) to manage and operate the District’s Food Service Program for students, employees, visitors, and guests. EPSD9 and Sodexo entered into an initial one-year agreement for the 2024–25 fiscal year, with the option to renew the contract annually for up to four additional one-year terms upon mutual agreement of both parties and in accordance with United States Department of Agriculture (USDA) and Oregon Department of Education (ODE) requirements.

The agreement includes a fixed-price structure for meal services, with an annual per-meal price adjustment of **3.77%**, consistent with USDA and ODE requirements. USDA regulations, as administered by ODE, require execution of a new contract when annual price increases exceed the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average – Food Away from Home. The applicable CPI-U for March 2025 through March 2026 is **3.8%**.

Attached for the Board’s review are:

- ODE School Nutrition Services guidance materials to School Food Authorities (SFAs) for renewal and oversight responsibilities
- Proposed contract Amendment No. 2, including the meal pricing agreement
- ODE approved “Food Service Management Company Contract/Amendment Review”

RECOMMENDATION:

Administration recommends approval of Amendment No. 2 to the Sodexo Food Service Management contract, extending the agreement through the 2026–27 fiscal year.

BOARD ACTION REQUIRED

Suggested Motion:

I move to approve Amendment No. 2 to the 2024–25 Food Service Management Company contract with Sodexo America, LLC, extending the agreement through the 2026–27 fiscal year.

Oregon Department of Education

School Nutrition Services

Procedures for Renewal of FSMC Contract after the Initial One-Year Term

1. The SFA will notify the SA that it is considering renewal of an existing contract with a FSMC and submit a document indicating whether the FSMC has complied with the regulations governing the School Nutrition Program and the degree to which the SFA is satisfied with the overall performance of the FSMC in accordance with the Contract.
2. The SA will provide the SFA with Amendment Template and any changes in regulatory requirements in the contracting process. The SFA will use the percentage increase from the US City Average Food Away from Home Series of the Consumer Price Index for cost increases.
3. The SA must review and approve the Contract Amendment prior to obtaining signatures from both parties. In order to approve the Contract, **the SFA must provide the following documents to the SA:**
 - A letter stating the intent of the SFA to renew the Contract with the FSMC for the upcoming school year;
 - A copy of any amendments, subcontracts, letter of agreement, or other relevant documentation pertaining to the contract which has not previously been furnished to the SA;
 - An amended list of schools served, if the SFA has added/deleted schools or centers to/from the Contract;
 - Documentation through cost or price analysis supporting a request for an increase in the per meal charge by the FSMC not to exceed the CPI ([2 CFR 200.324\(a\)](#));
 - Documentation of the SFA monitoring the food service operation through periodic on-site visits. ([7 CFR 210.16\(a\)\(3\)](#), [7 CFR 250.54\(c\)](#), and [2 CFR 200.318\(b\)](#));
 - SFA reconciliation of USDA food with the FSMC to ensure it has been credit full value of all USDA food received in accordance with [7 CFR 250.54\(c\)](#) and [7 CFR 250.51\(a\)](#).
4. The SA will notify the SFA, in writing, when the contract renewal amendment is approved. At this point both parties can execute the amendment.
5. Send executed copy of the Amendment to the SA.

SFA Monitoring and Oversight Responsibilities

The SFA must regularly monitor the operation of the FSMC through routine on-site visits and other periodic assessments to ensure the FSMC complies with the Contract and any applicable Federal, State, and local rules and regulations. The SFA must maintain documentation of its monitoring, any corrective action required, and whether or not corrective action was taken.

The SFA shall monitor the contract to ensure compliance with Federal regulations as stated in [7 CFR, Parts 210, 220, 250](#) and [2 CFR 200](#). The SFA shall employ a qualified Contract Manager, with significant experience in managing School Nutrition Programs to monitor the contract. **SFA monitoring responsibilities include, but are not limited to the following:**

Civil Rights Assurances Required -The SFA shall specify the form of the foregoing assurances and the extent to which like assurances will be required of subgrantees, contractors, and subcontractors, successors in interest and other participants [7 CFR 15.4\(a\)\(1\)](#).

Procurement Standard- Is the FSMC in compliance with the procurement standards identified in 2 CFR 200 sub-part D ([2 CFR 200.318-2 CFR 200.327](#)).

Buy American Provision- review the on-hand products at storage facilities indicate violation of the Buy American Provision. If products did not meet, the Buy American Provision was the exception procedures followed and documented. ([7 CFR 210.21\(d\)](#))

USDA Foods – (formerly known as Commodities) - the amount and kind of commodities offered as opposed to the amount accepted to determine if the FSMC is accepting and utilizing USDA commodities to the maximum extent, in quantities that can be used and stored without waste. ([7 CFR 210.9\(b\)\(15\)](#))

Advisory Board - examine records to determine frequency of advisory board meetings and activities. Was the advisory board composed of Parents, Teachers, and Students- determine that activities occur and are documented. ([7 CFR 210.16\(a\)\(8\)](#))

Cycle Menu - the meal service adheres to the cycle menu and any and all deviations allowed under the contract ([7 CFR 210.16\(b\)\(1\)](#))

Meal Pattern - the menu meets the meal pattern requirements specified in the contract and in [7 CFR 210.10](#) and/or [7 CFR 220.8](#).

Offer Versus Serve - compliance with SFAs agreement with SA to provide offer versus serve option; adherence to offer versus serve regulations.

Paid Lunch Equity Requirements - school food authorities shall establish prices for paid lunches in accordance with [7 CFR 210.14\(e\)](#).

Nonprogram Food Requirements – school food authority must ensure that the revenue generated from the sale of nonprogram foods complies with the requirements in [7 CFR 210.14\(f\)](#).

Free and Reduced - Price Policy - adherence to the SFA's approved free and reduced-price meal policy statement.

Claim Documentation - records, by school, to support the Claim for Reimbursement (meal counts and any other data obtained for the claim for which the FSMC is responsible).

Cost Records - cost records, including source documentation supporting charges for contractually approved costs for cost based contracts, (e.g., time and attendance records for staff hours charged).

Meal Count Records - meal count records for meals not covered by the Claim for Reimbursement, e.g., adult meals, catered meals, etc.

Smart Snacks Implementation – the degree to which the SFA and district adhere to the Smart Snacks nutrition standards and procedures to monitor the district to determine the degree to which non-school nutrition personnel are abiding with the district's selected option.

Sanitation and Safety Standards – examine facility and check recent sanitation inspection. Note any areas cited as critical. ([7 CFR 210.16\(a\)\(7\)](#))

Civil Rights - compliance with civil rights requirements. In addition to monitoring for compliance, the SFA must ensure the FSMC complies with the procedure established by the SFA for referring any civil rights complaints to the SFA.

SFA Policies - compliance with all policies established by the SFA.

SFA Record Keeping Responsibilities

The SFA and FSMC must have internal controls ([2 CFR 200.303](#)). They must maintain any books, documents, papers, and records directly pertinent to the solicitation, award, or extension of any given Contract and the implementation of that Contract. Such records must be maintained for a period of three (3) years after submission of the final Claim for Reimbursement for the fiscal year. The SFA shall make all records available to the SA upon request. Periodic reviews conducted by the SFA documenting the FSMCs compliance or lack thereof with all Federal, State and local regulations must be maintained on file and accessible to the SA upon request.

EAGLE POINT SCHOOL DISTRICT #9

AND

SODEXO AMERICA, LLC

This Amendment No. 2 to Contract No. 2024-EPSD is entered into and between the Local Educational Agency (LEA) Eagle Point School District #9 and Food Service Management Company (FSMC) Sodexo America, LLC (herein referred to as the "Parties").

This Amendment is effective July 1, 2026 and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect.

In consideration of the promises contained herein and for other goods and valuable consideration, the Parties hereto agree as follows:

The Contract is hereby amended as follows (new language is indicated by underling and deleted language is indicated by **[brackets]**).

A. 1.3 Term of the Agreement. The initial term of this Agreement commences July 1, 2026 and continues until June 30, 2027. This Agreement is subject to a maximum of two (2) additional one (1) year renewals upon the written consent of both parties, unless terminated earlier as provided in the General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all Contract provisions related to USDA Foods.

B. 6.1 Billing for Fixed Price Per Meal (**Fill in last year's prices** along with adding new prices.)

SBP

Breakfast **[\$4.77]** \$4.95 per meal (2 breakfasts = 1 meal)
Meal Equivalents **[\$4.77]** \$4.95 per meal based on \$5.16 rate

NSLP

Lunch **[\$4.77]** \$4.95 per meal (1 lunch = 1 meal)
Snack **[\$4.77]** \$4.95 per meal (3 snacks = 1 meal)
Meal Equivalents **[\$4.77]** \$4.95 per meal based on \$5.16 rate

SFSP

Breakfast **[\$4.77]** \$4.95 per meal (2 breakfasts = 1 meal)
Lunch **[\$4.77]** \$4.95 per meal (1 lunch = 1 meal)
Snack **[\$4.77]** \$4.95 per meal (3 snacks = 1 meal)

CACFP

Breakfast **[\$4.77]** \$4.95 per meal (2 breakfasts = 1 meal)
Lunch **[\$4.77]** \$4.95 per meal (1 lunch = 1 meal)
Supper **[\$4.77]** \$4.95 per meal (1 supper = 1 meal)
Snack **[\$4.77]** \$4.95 per meal (3 snacks = 1 meal)

Other Program Meals and Vended Meals

Breakfast **[\$4.77]** \$4.95 per meal (2 breakfasts = 1 meal)
Lunch **[\$4.77]** \$4.95 per meal (1 lunch = 1 meal)
Supper **[\$4.77]** \$4.95 per meal (1 Supper = 1 meal)
Snack **[\$4.77]** \$4.95 per meal (3 snacks = 1 meal)

C. 2.2 Responsibilities of FSMC.

O. The FSMC agrees to use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods as specified in 7 CFR Part 250.53.

N. The FSMC agrees to provide the LEA with food cost data needed to determine its compliance with the revenue from nonprogram foods in accordance with 7 CFR 210.14(f) and USDA Memo SP 20-2016.

D. 7.1 Assurances

A. The FSMC agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement
- The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs)

B. Purpose. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program

applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

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

Nondiscrimination. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. FSMC certifies that the representations, warranties, and certification contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Sodexo America, LLC

Authorized Signature:	Title: Regional Vice President	Date:
Print Signature: David Culberson		

Eagle Point School District #9:

Authorized Signature:	Title: Director of Business Services	Date:
Print Signature: Gwen Swearingen		

Attachment A: MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern Requirements [7 CFR 225.16](#)

Table 1 to [7 CFR 225.16\(d\)\(1\)](#)—Breakfast Meal Pattern

Meal components	Minimum amount
VEGETABLES AND FRUITS	
Vegetable(s) and/or fruit(s)	1/2 cup. ¹
Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice	1/2 cup (4 fluid ounces).
BREAD AND BREAD ALTERNATES ²	
Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving. ³
Cold dry cereal or	3/4 cup or 1 ounce. ⁴
Cooked cereal or cereal grains or	1/2 cup.
Cooked pasta or noodle products or an equivalent quantity of any combination of bread/bread alternate	1/2 cup.
MILK ⁵	
Milk, fluid	1 cup (1/2 pint, 8 fluid ounces).

MEATS/MEAT ALTERNATES (OPTIONAL)

Lean meat or poultry or fish or	1 ounce.
Alternate protein product ⁶ or	1 ounce.
Cheese or	1 ounce.
Egg (large) or	1/2.
Cooked dry beans, peas, or lentils or	1/4 cup.
Peanut butter or	2 tablespoons.
Yogurt, plain or flavored, unsweetened or sweetened or an equivalent quantity of any combination of meats/meat alternates	4 ounces or 1/2 cup.

¹ For the purposes of the requirement outlined in the table, a cup means the standard measuring cup.

² Bread, pasta or noodle products, and cereal grains (such as rice, bulger, or corn grits) must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc. must be made with whole grain or enriched meal or flour; cereal must be whole grain, enriched, or fortified.

³ Information on food crediting, including serving sizes and equivalents, may be found in FNS guidance.

⁴ Either volume (cup) or weight (ounces), whichever is less.

⁵ Milk must be served as a beverage or on cereal or used in part for each purpose.

⁶ Must meet the requirements in [appendix A of this part](#).

Table 2 to Paragraph [7 CFR 226.16\(d\)\(2\)](#)—Lunch or Supper Meal Pattern

Meal components	Minimum amount
MEATS/MEAT ALTERNATES	
Lean meat or poultry or fish or	2 ounces.
Alternate protein products ¹ or	2 ounces.
Cheese or	2 ounces.
Egg (large) or	1.
Cooked dry beans, peas, or lentils or	1/2 cup. ²
Peanut butter or soynut butter or other nut or seed butters or	4 tablespoons.
Peanuts or soynuts or tree nuts or seeds ³ or	2 ounces.
Yogurt, plain or flavored, unsweetened or sweetened or an equivalent quantity of any combination of the above meats/meat alternates	8 ounces or 1 cup.
VEGETABLES AND FRUITS	
Vegetables and/or fruits ⁴	3/4 cup total.
BREAD AND BREAD ALTERNATIVES ⁵	
Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving. ⁶
Cooked pasta or noodle products or	1/2 cup.
Cooked cereal grains or an equivalent quantity of any combination of bread or bread alternate	1/2 cup.

MILK

Milk, fluid, served as a beverage	1 cup (1/2 pint, 8 fluid ounces).
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¹ Must meet the requirements of [appendix A of this part](#).

² For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.

³ Information on crediting meats/meat alternates, including nuts and seeds, may be found in FNS guidance.

⁴ Serve 2 or more kinds of vegetable(s) and/or fruits or a combination of both. Full-strength vegetable or fruit juice may be offered to meet not more than one-half of this requirement.

⁵ Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour; cereal must be whole grain, enriched or fortified.

⁶ Information on food crediting, including serving sizes and equivalents, may be found in FNS guidance.

Table 3 to Paragraph [7 CFR 225.16\(d\)\(3\)](#)—Snack Meal Pattern

Meal components	Minimum amount
MEATS/MEAT ALTERNATES	
Lean meat or poultry or fish or	1 ounce.
Alternate protein products ¹ or	1 ounce.
Cheese or	1 ounce.
Egg (large) or	1/2.
Cooked dry beans, peas, or lentils or	1/4 cup. ²
Peanut butter or soynut butter or other nut or seed butters or	2 tablespoons.
Peanuts or soynuts or tree nuts or seeds ³ or	1 ounce.
Yogurt, plain or flavored, unsweetened or sweetened or an equivalent quantity of any combination of the above meats/meat alternates	4 ounces or 1/2 cup.
VEGETABLES AND FRUITS	
Vegetable(s) and/or fruit(s) or	3/4 cup.
Full-strength vegetable or fruit juice or an equivalent quantity or any combination of vegetable(s), fruit(s), and juice	3/4 cup (6 fluid ounces).

BREAD AND BREAD ALTERNATES⁴

Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked cereal or Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternate	1 slice. 1 serving. ⁵ 3/4 cup or 1 ounce. ⁶ 1/2 cup. 1/2 cup.
MILK ⁷	
Milk, fluid	1 cup (1/2 pint, 8 fluid ounces).

¹ Must meet the requirements in [appendix A of this part](#).

² For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.

³ Information on crediting meats/meat alternates, including nuts and seeds, may be found in FNS guidance.

⁴ Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour; cereal must be whole grain, enriched, or fortified.

⁵ Information on food crediting, including serving sizes and equivalents, may be found in FNS guidance.

⁶ Either volume (cup) or weight (ounces), whichever is less.

⁷ Milk should be served as a beverage or on cereal, or used in part for each purpose.

*** Exceptions to and variations from the meal pattern for School Food Authorities that participate in the National School Lunch Program or School Breakfast Program are identified in [7 CFR 225.16\(f\)](#).**

**Child and Adult Care Food Program Meal Pattern
Requirements [7 CFR 226.20](#)**

Table 1 to Paragraph [7 CFR 226.20\(b\)\(5\)](#)—Infant Meal
Patterns

Infants	Birth through 5 months	6 through 11 months
Breakfast, Lunch, or Supper	4-6 fluid ounces breast milk ¹ or formula ²	6-8 fluid ounces breast milk ¹ or formula; ² and 0-1/2 ounce equivalent infant cereal; ^{2,3} or 0-4 tablespoons meat, fish, poultry, whole egg, cooked dry beans, peas, and lentils; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or 1/2 cup of yogurt; ⁴ or a combination of the above; ⁵ and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}
Snack	4-6 fluid ounces breast milk ¹ or formula ²	2-4 fluid ounces breast milk ¹ or formula; ² and 0-1/2 ounce equivalent bread; ^{3,7} or 0-1/4 ounce equivalent crackers; ^{3,7} or 0-1/2 ounce equivalent infant cereal; ^{2,3} or 0-1/4 ounce equivalent ready-to-eat breakfast cereal; ^{3,5,7,8} and 0-2 tablespoons vegetable or fruit, or a combination of both. ^{5,6}

¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Information on crediting grain items may be found in FNS guidance.

⁴ Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

⁷ A serving of grains must be whole grain-rich, enriched meal, enriched flour, bran, or germ.

⁸ Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

Table 2 to Paragraph [7 CFR 226.20\(c\)\(1\)](#)—Child and Adult Care Food Program Breakfast

Meal components and food items ¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid Milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces. ⁶
Vegetables, fruits, or portions of both ⁷	1/4 cup	1/2 cup	1/2 cup	1/2 cup	1/2 cup.
Grains ⁸	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents.

¹ *Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.*

² *At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.*

³ *Must serve unflavored whole milk to children age 1.*

⁴ *Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.*

⁵ *May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.*

⁶ *May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or 3/4 cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).*

⁷ *Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.*

⁸ *Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Meats/meat alternates may be offered in place of the entire grains requirement, up to 3 times per week at breakfast. One ounce equivalent of meats/meat alternates credits equal to one ounce equivalent of grains. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.*

Table 3 to Paragraph [7 CFR 226.20\(c\)\(2\)](#)—Child and Adult Care Food Program Lunch and Supper

Meal components and food items ¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces. ⁶
Meats/meat alternates ⁷	1 ounce equivalent	1 1/2 ounce equivalents	2 ounce equivalents	2 ounce equivalents	2 ounce equivalents.
Vegetables ⁸	1/8 cup	1/4 cup	1/2 cup	1/2 cup	1/2 cup.
Fruits ⁸	1/8 cup	1/4 cup	1/4 cup	1/4 cup	1/2 cup.
Grains ⁹	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents.

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or 3/4 cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.

⁷ Alternate protein products must meet the requirements in appendix A to this part. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁸ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁹ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Table 4 to Paragraph [7 CFR 226.20\(c\)\(3\)](#)—Child and Adult Care Food Program Snack

Meal components and food items ¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid milk	4 fluid ounces ³	4 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces. ⁶
Meats/meat alternates ⁷	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent.
Vegetables ⁸	1/2 cup	1/2 cup	3/4 cup	3/4 cup	1/2 cup.
Fruits ⁸	1/2 cup	1/2 cup	3/4 cup	3/4 cup	1/2 cup.
Grains ⁹	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent.

¹ *Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.*

² *At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.*

³ *Must serve unflavored whole milk to children age 1.*

⁴ *Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.*

⁵ *May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.*

⁶ *May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or 3/4 cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.*

⁷ *Alternate protein products must meet the requirements in appendix A to this part. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.*

⁸ *Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.*

⁹ *Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereal must contain no more than 6 grams of added sugar per dry ounce. Information on crediting grain items may be found in FNS guidance.*

Table 5 to Paragraph [7 CFR 226.20\(g\)\(3\)\(ii\)](#)—Nutrient Requirements for Fluid Milk Substitutes

Nutrient	Per cup (8 fl. oz.)
Calcium	276 mg.
Protein	8 g.
Vitamin A	150 mcg. retinol activity equivalents (RAE).
Vitamin D	2.5 mcg.
Magnesium	24 mg.
Phosphorus	222 mg.
Potassium	349 mg.
Riboflavin	0.44 mg.
Vitamin B-12	1.1 mcg.

***7 CFR 226.20(i): Meals prepared in schools.** The State agency must allow institutions and facilities which serve meals to children 5 years old and older and are prepared in schools participating in the National School Lunch and School Breakfast Programs to substitute the meal pattern requirements of the regulations governing those Programs ([parts 210](#) and [220 of this chapter](#), respectively) for the meal pattern requirements contained in [7 CFR 226.20](#).

National School Lunch Program Meal Pattern Requirements [7 CFR 210.10](#)

Table 1 to Paragraph [7 CFR 210.10\(c\)](#) —National School Lunch Program Meal Pattern

Meal components	Amount of food ¹ per week (minimum per day)		
	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	2 1/2 (1/2)	2 1/2 (1/2)	5 (1)
Vegetables (cups) ²	3 3/4 (3/4)	3 3/4 (3/4)	5 (1)
Dark Green Subgroup ³	1/2	1/2	1/2
Red/Orange Subgroup ³	3/4	3/4	1 1/4
Beans, Peas, and Lentils Subgroup ³	1/2	1/2	1/2
Starchy Subgroup ³	1/2	1/2	1/2
Other Vegetables Subgroup ³⁴	1/2	1/2	3/4
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 1/2
Grains (oz. eq.) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁷	5 (1)	5 (1)	5 (1)
DIETARY SPECIFICATIONS: DAILY AMOUNT BASED ON THE AVERAGE FOR A 5-DAY WEEK⁸			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

³ Larger amounts of these vegetables may be served.

⁴ This subgroup consists of "Other vegetables" as defined in [paragraph \(c\)\(2\)\(ii\)\(E\)](#) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in [paragraph \(c\)\(2\)\(ii\)](#) of this section.

⁵ Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in [§ 210.2](#) and the remaining grains items offered must be enriched.

⁶ Minimum creditable serving is 0.25 oz. eq.

⁷ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in [paragraph \(d\)](#) of this section.

⁸ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

***[7 CFR 210.10\(c\)\(1\)](#) - Age/grade groups.** Schools must plan menus for students using the following age/grade groups: Grades K-5 (ages 5-10), grades 6-8 (ages 11-13), and grades 9-12 (ages 14-18). If an unusual grade configuration in a school prevents the use of these established age/grade groups, students in grades K-5 and grades 6-8 may be offered the same food quantities at lunch provided that the calorie and sodium standards for each age/grade group are met. No customization of the established age/grade groups is allowed.

School Breakfast Program Meal Pattern Requirements [7 CFR 220.8](#)

Table 1 to Paragraph [7 CFR 220.8\(c\)](#) —School Breakfast Program Meal Pattern

Meal components	Amount of food ¹ per week (minimum per day)		
	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
DIETARY SPECIFICATIONS: DAILY AMOUNT BASED ON THE AVERAGE FOR A 5-DAY WEEK ⁵			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in [paragraphs \(c\)\(2\)\(i\) and \(ii\)](#) of this section.

³ Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in [§ 210.2 of this chapter](#), and the remaining grain items offered must be enriched.

⁴ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in [paragraph \(d\)](#) of this section.

⁵ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

***[7 CFR 220.8\(c\)\(1\)](#) - Age/grade groups.** Schools must plan menus for students using the following age/grade groups: Grades K-5 (ages 5-10), grades 6-8 (ages 11-13), and grades 9-12 (ages 14-18). If an unusual grade configuration in a school prevents the use of the established age/grade groups, students in grades K-5 and grades 6-8 may be offered the same food quantities at breakfast provided that the calorie and sodium standards for each age/grade group are met. No customization of the established age/grade groups is allowed.

ATTACHMENT B
Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

(A) By submission of this 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 other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby 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 follows:

SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE TITLE DATE

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

SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE TITLE DATE

ATTACHMENT C

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

ATTACHMENT D
Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

**ATTACHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p>
<p>8. Federal Action Number, if known:</p>		<p>CFDA Number, if applicable: _____</p> <p>9. Award Amount, if known: \$ _____</p>
<p>10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p>	<p>10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned</p>	<p>12. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____</p>	
<p>13. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____</p>	<p>14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>	
<p>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only:</p>		<p align="right">Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone: _____</p> <p>Date: _____</p>
		<p>Authorized for Local Reproduction Standard Form -- LLL</p>

ATTCHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

Reporting Entity: _____ **Page** _____ **of** _____

ATTACHMENT D (Continued) CONTINUATION SHEET SF-LLL-A

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

ATTACHMENT E

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(Before completing certification, read instructions on next page.)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: _____

Date: _____

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

ATTACHMENT E (Continued)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FOOD SERVICE MANAGEMENT COMPANY
CONTRACT/AMENDMENT REVIEW**

Sponsor Name: Jackson County SD - Eagle Point

Agreement #: 1505001

Operating Year for this Contract/Amendment: 2026-2027

Executive Contact: Gwen Swearingen

CNP Program Manager: Art Soffner

FSMC Name: Sodexo

Programs that Sponsor participates in for this Operating Year:

SBP
 NSLP
 CACFP
 SFSP
 SMP
 VENDED

Type of Contract: Fixed Price Financial Term: CPI

Original Contract Date: 7/1/2024 Renewal Year: 2 Renewal Date: 7/1/2026

Allowable CPI% for Current Year: .038

Meal Type	Previous Year's Price	Current Year's Price	%-Increase	Exceeds CPI%
Breakfast	4.77	4.95	0.03773584905660399	No
Lunch	4.77	4.95	0.03773584905660399	No
Snack	4.77	4.95	0.03773584905660399	No
Supper	4.77	4.95	0.03773584905660399	No
Vended	4.77	4.95	0.03773584905660399	No

Use of Commodities: Yes No

Contract Provisions:

Certificate of Independent Price Determination: Yes No Buy American: Yes No

Debarment: Yes No Clean Air & Water: Yes No Lobbying: Yes No

Contract/Amendment Approved: Yes No Date Final Approval Letter Sent: 5/14/2026

Comments: Approved in accordance with 7 CFR 210.19(a)(5).

CNP Contract Officer Reviewer: Richard Williams

Date: 5/14/2026

7.C.3. 60-Month Copier Lease Pacific Office Automation

Eagle Point School District 9
Board of Directors Information Sheet

Date: May 27, 2026, Board Meeting Presented By: G. Swearingen

Subject: 60-Month Coper Lease
Pacific Office Automation Attachment(s) Yes

Information

BACKGROUND INFORMATION

Eagle Point School District 9 (District) maintains a managed copier lease agreement to provide copier services and equipment throughout the district. Under the lease, the vendor supplies, services, and maintains all copier equipment, excluding paper, for the duration of the agreement.

The District's current lease agreement with Pacific Office Automation (POA) has expired, and replacement equipment is needed to maintain reliable, organization-wide copier operations and functionality.

Entering into a new lease agreement with POA will allow the District to replace aging equipment with newly manufactured copier systems. POA will provide delivery, installation, configuration, and removal of existing end-of-life equipment at all District locations.

This lease utilizes a cooperative purchasing agreement through the Organization for Educational Technology and Curriculum (OETC), a Pacific Northwest nonprofit educational consortium. Use of the OETC cooperative contract provides competitively solicited pricing and satisfies the cooperative procurement provisions of ORS 279A, including the competitive solicitation requirements applicable to public procurements.

The total cost of the lease over the 60-month term is \$414,678.00, payable in 60 monthly installments of \$6,911.30.

ESTIMATED TIMELINES

Implementation - July 2026

Proposed contract term: 8/1/2026 – 7/31/2031

DESCRIPTION OF ATTACHMENTS

- A1: 60-month contract from Pacific Office Automation
- A2: OETC Cooperative Contract for Pacific Office Automation
- A3: Pricing Comparison between OETC and NASPO

RECOMMENDATION

Administration recommends approval of the 60-month lease with POA for managed copier services.

BOARD ACTION REQUIRED

Suggested Motion:

“I move to approve to enter into a 60-Month Lease with Pacific Office Automation for Managed Copier Services for Eagle Point School District.”



A1

Equipment Contract

No. _____

SOLD TO:

Eagle Point School District 9
 CUSTOMER NAME
 11 N Royal Ave
 BILLING ADDRESS
 Eagle Point OR 97524
 CITY STATE ZIP
 (541) 830-6551
 TELEPHONE
 ATTENTION

SHIP TO:

Various District Sites - See Exhibit A
 CUSTOMER NAME
 SHIPPING ADDRESS
 CITY STATE ZIP
 ()
 TELEPHONE
 KEY OPERATOR

ORDER DATE		PO#		ORDERED BY		SOLD BY	
				Eagle Point SD 9			
QTY	ITEM	TYPE	DESCRIPTION			UNIT PRICE	TOTAL
			See Exhibit A for Order Details				Lease
			See Exhibit B for SLA				
			All Terms and Conditions of the OETC Contract Apply				
			Contract Number: OETC-22B-PrintServices-PacificOfficeAutomation				
Minimum Monthly Payment (plus applicable taxes) \$ 6,911.30 Term 60 Months						Device Management	Included
Service/Supply Agreement	Monthly Base Images	Monthly Base Charges	Overages	Overages Billing Cycle	Term of Contract	Automated Meter Reading	Included
B/W Cost per page	--	-	See Exhibit A	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<input checked="" type="checkbox"/> 60 months <input type="checkbox"/> 48 months <input type="checkbox"/> 39 months <input type="checkbox"/> 36 months <input type="checkbox"/> Other _____	Auto Toner Replenishment	N/A
Color Cost per page	-	-	See Exhibit A			Advanced Scanning	N/A
						Security	Included
						MFP Network Support	Included
						Power Filter	N/A
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS						Delivery	Included
POA to remove all existing copiers, close out the existing leases and ship back equipment at no additional cost.						Subtotal	Lease
Estimated Installation dates: July 2026, contract start date following installation - 8/1/2026 - 7/31/2031						Sales Tax	N/A
						Total	Lease

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

Customer Authorization

Approved by Pacific Office Automation

 SIGNATURE

 TITLE DATE

 BY

 TITLE DATE

Revision 3.0

New Model:	LOCATION	*OETC Discounted Pricing for Eagle Point:
District Office:		
Konica Minolta BH 551i	District Office	\$120.00
Konica Minolta BH C651i	District Office	\$150.02
Konica Minolta BH C651i	District Office	\$150.02
Konica Minolta BH 4051i	District Office	\$30.00
Student Support Programs		
Konica Minolta BH C651i	Student Services	\$150.02
EAGLE POINT HIGH SCHOOL		
Konica Minolta BH C651i	Eagle Point H.S.	\$150.02
Konica Minolta BH 551i	Eagle Point H.S.	\$120.00
Konica Minolta BH C651i	Eagle Point H.S.	\$150.02
Konica Minolta BH C651i	Eagle Point H.S.	\$150.02
Konica Minolta Pro 2100	Eagle Point H.S.	\$325.00
Konica Minolta BH 301i	Eagle Point H.S.	\$85.00
Konica Minolta BH 4051i	Eagle Point H.S.	\$30.00
Konica Minolta Pro 2100	Eagle Point H.S.	\$325.00
Konica Minolta BH C301i	Eagle Point H.S.	\$112.06
Konica Minolta BH 4051i	Eagle Point H.S.	\$30.00
Konica Minolta BH C3351i	Eagle Point H.S.	\$38.00
EAGLE POINT MIDDLE SCHOOL		
Konica Minolta BH 301i	Eagle Point M.S.	\$78.00
Konica Minolta BH 301i	Eagle Point M.S.	\$78.00
Konica Minolta BH 301i	Eagle Point M.S.	\$78.00
Konica Minolta BH 301i	Eagle Point M.S.	\$78.00
Konica Minolta BH 301i	Eagle Point M.S.	\$78.00
Konica Minolta BH C651i	Eagle Point M.S.	\$150.02
Konica Minolta BH C3351i	Eagle Point M.S.	\$38.00
Konca Minolta BH C751i	Eagle Point M.S.	\$200.00
EAGLE ROCK ELEMENTARY		
Konica Minolta BH 301i	Eagle Rock Elementary	\$78.00
Konica Minolta BH 301i	Eagle Rock Elementary	\$78.00
Konica Minolta BH 301i	Eagle Rock Elementary	\$78.00
Konica Minolta BH C651i	Eagle Rock Elementary	\$150.02
Konca Minolta BH C751i	Eagle Rock Elementary	\$200.00
Konica Minolta BH 4051i	Eagle Rock Elementary	\$30.00
HILLSIDE ELEMENTARY		
Konica Minolta BH 301i	Hillside Elementary	\$78.00
Konica Minolta BH 301i	Hillside Elementary	\$78.00
Konica Minolta BH 301i	Hillside Elementary	\$78.00
Konica Minolta BH 301i	Hillside Elementary	\$78.00
Konica Minolta BH 301i	Hillside Elementary	\$78.00
Konica Minolta BH C651i	Hillside Elementary	\$150.02
Konca Minolta BH C751i	Hillside Elementary	\$200.00
Konica Minolta BH 4051i	Hillside Elementary	\$30.00

WHITE MOUNTAIN MIDDLE SCHOOL		
Konica Minolta BH 301i	White Mountain M.S.	\$78.00
Konica Minolta BH 301i	White Mountain M.S.	\$78.00
Konica Minolta BH 301i	White Mountain M.S.	\$78.00
Konica Minolta BH 301i	White Mountain M.S.	\$78.00
Konica Minolta BH 301i	White Mountain M.S.	\$78.00
Konica Minolta BH C651i	White Mountain M.S.	\$150.02
Konca Minolta BH C751i	White Mountain M.S.	\$200.00
Konica Minolta BH C3351i	White Mountain M.S.	\$38.00
SHADY COVE SCHOOL		
Konica Minolta BH 551i	Shady Cove	\$120.00
Konca Minolta BH C751i	Shady Cove	\$200.00
Konica Minolta BH C3351i	Shady Cove	\$38.00
Konica Minotla BH 4051i	Shady Cove	\$30.00
TABLE ROCK ELEMENTARY		
Konica Minolta BH 301i	Table Rock Elementary	\$78.00
Konica Minolta BH 301i	Table Rock Elementary	\$78.00
Konica Minolta BH 301i	Table Rock Elementary	\$78.00
Konica Minolta BH 301i	Table Rock Elementary	\$78.00
Konca Minolta BH C751i	Table Rock Elementary	\$200.00
Konca Minolta BH C751i	Table Rock Elementary	\$200.00
Konica Minotla BH 4051i	Table Rock Elementary	\$30.00
LAKE CREEK ELEMENTARY		
Konica Minolta BH C651i	Lake Creek Elementary	\$150.02
Konica Minotla BH 4051i	Lake Creek Elementary (Kitchen)	\$30.00
URCEO		
Konica Minolta BH C651i	URCEO	\$150.02
TRANSPORTATION		
Konica Minolta BH 551i	Transportation	\$120.00
MAINTENANCE		
Konica Minolta BH 551i	Maintenance	\$120.00
VIP		
Konica Minolta BH 301i	VIP	\$78.00
C-TAK		
Konica Minolta BH 301i	CTAK	\$78.00

Total (60 Month Lease):	\$6,911.30
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*New Devices will have like configuration to the device it is replacing

Models:	OETC Discount EPSD Rates:
BH 301i	0.0045
BH 551i	0.0045
BH C301i	.0045 / .0375
BH C651i:	.0045 / .0375
BH C751i:	.004 / .035
BH C3351i:	.0045 / .045
BH 4051i:	0.0045
BH 2100:	0.0035

Exhibit B

Service Level Agreement

Eagle Point SD

Cooperative Contract: OETC-22B-PrintServices-PacificOfficeAutomation

Maintenance (Cost Per Copy/Per Print Inclusion):

Full service maintenance includes everything it takes to make a copy excluding paper (Includes Staples). All parts/Labor.

End of the Lease Removal:

Pacific Office Automation will provide removal services at no additional cost at the end of the lease term.

Removal of all storage mediums from all devices and ownership will be transferred to Eagle Point School District, effectively transferring liability for secure disposal and/or destruction to the Eagle Point School District, indemnifying POA of any liability of any storage mediums that have had ownership transferred to Eagle Point School District. Any replacement costs for any storage mediums to be fulfilled by POA.

Service Response Times:

The customer will always receive a call back with-in one-hour of placing the service call and a technician will be on-site with-in 4 hours and POA has an average of 4-hour on-site response time.

Call Back: With-in 1hour

On-site: With-in 4 hours Avg.

Process to Address and Resolve Service Issues

If the equipment received by a member is not working up to manufacturer's specifications we will at your request, replace it without charge with an identical model or at the option of Pacific Office Automation, with a machine with comparable features and capabilities. This guarantee is in effect for the term of the maintenance agreement. This will apply only to equipment which has been continuously maintained by Pacific Office Automation or its authorized representatives.

Billing Protocol – POA will provide Eagle Point School District 9 with a customized billing protocol attended to by our contract and collections manager. We will set-up a strategy meeting with our accounting department and our billing staff to confirm the correct processes and procedures to meet Eagle Point School District 9's billing needs.

Service Call Escalation Procedure

This document explains to the technical department the procedure to use when the machine they are working on is not fixed in a reasonable time or the same problem continues to occur after the technician has attempted to repair the machine on two separate visits.

1. If after a technician has been diagnosing a problem for over two hours or has been to the same machine twice for the same problem the technician is required to contact the lead technician for their group. The lead technician will evaluate the situation and if they can't resolve it rapidly then they should immediately open a hot line call to the manufacture.
2. The lead technician should perform or confirm that all remedies that the hot line suggests are accomplished as soon as possible. If the hot line indicates parts are needed these parts should be ordered immediately and installed as soon as they arrive. The results will be fed back to the hotline for further diagnosing if the problem is not resolved.

3. The technician will contact the service manager and provide them with the hot line case number and customer contact information plus all other pertinent information regarding the situation. This will be placed on the service managers daily to do list and will be followed until it is resolved.
4. If the technician feels that the copier will be out-of-service for more than eight (8) hours after the technician arrives on site or requires off-site service, a loaner copier will be provided at no additional charge and will arrive onsite within 4-8 hours.
5. The customers machine will be brought into the shop and completely diagnosed repaired and tested prior to returning it to the customer location.

Should the machine continue to experience the same symptoms a permanent like for like replacement machine will be delivered to the customer at no charge.

What is the mean uptime % for equipment you provide? What are the maximum and minimum percentages across the various devices?

The equipment that we offer will have a mean uptime performance guaranteed at 95% calculated quarterly based on the entire fleet of machines serviced by the contract.

Uptime Performance

UPTIME shall be measured and reported to the client based on the following metric: To achieve 100% uptime a unit must be fully functional each workday for the consecutive 11 hour period from 7:00am to 6:00pm (pacific time). Measured and reported on a quarterly basis, 726 operating hours per machine will be the metric used to represent 100% uptime performance.

Downtime

A DOWN COPIER shall be defined and measured as follows: A down copier is defined as any copier that fails to produce a copy when the start button is depressed due to any malfunction requiring that corrective action be taken by the vendor's service technician to render the unit fully functional. The calculation of DOWNTIME shall commence at the time the service call is placed, and will cease to accumulate once the service technician has demonstrated to a school representative that the unit is once again fully functional (rounded to the nearest hour), or until such time that a fully functional "like kind" replacement unit is placed into service.



OETC-22B-PrintServices-Pacific Office Automation

OETC Volume Price Agreement

This Contract is made and entered into by the Organization for Educational Technology and Curriculum (OETC), 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 and Pacific Office Automation (hereinafter "Contractor").

I. Contractor Information

Pacific Office Automation
Company Name

14747 NW Greenbrier Pkwy
Street Address

93-0665413
Tax Identifier

Beaverton, OR 97006
City, State ZIP

Jeff Simon
Contract Contact

jeff.simon@pacificoffice.com
Email

503-601-2315
Phone Number

II. Contract Details

Effective Date: July 1, 2022

Expiration Date: June 30, 2025

Renewal Options: Three (3) years

Products Awarded: Canon, Sharp, Konica Minolta, HP and Lexmark - All Copiers, Printers, Managed Print Services, Imaging Devices and Related Services and Software.

Payment Terms: Net 30

Minimum Order: No minimum

Freight Terms: F.O.B.

III. Terms and Conditions

A. General Terms and Conditions

1. **Term and Termination.** This Contract becomes effective on the Effective Date specified in §II Contract Details. No party shall perform work under this Contract before the effective date. An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through the termination date specified in §II Contract Details.

This Contract may be renewed for up to an additional three years by an amendment signed by both parties.

2. **Cooperative Purchasing.** Pursuant to ORS 279A and the OETC procurement procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under the terms and conditions of this contract.
3. **Administrative Fee.** The administrative fee is set in § Contract Details.
 - a. Contractor will pay an administrative fee on all sales pursuant to this contract.
 - b. The administrative fee must be included in the line item’s sales price, and not presented as a separate line item.
4. **Administrative Fee Sales Report.** The Administrative fee will be based on total contract sales, which must be reported quarterly by the Contractor.
 - a. OETC will provide a template for reporting the sales.
 - b. Each sales report must identify every authorized purchaser by name and its total combined sales amount invoiced during the reporting period.
5. **Contract Sales Report Due Date.** Reports must be submitted electronically within 30 days after the end of the calendar quarter.

For sales invoiced during	Due date
CY Q1 (January / February / March)	April 30
CY Q2 (April / May / June)	July 31
CY Q3 (July / August / September)	October 31
CY Q4 (October / November / December)	January 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

6. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below.
 - a. Terms and Conditions
 - b. Attached Exhibits
 - c. Amendments to this Contract signed by both parties
 - d. Customer's purchase order
7. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of OETC within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). The contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.
8. **Subcontracts and Assignment.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OETC contract administrator.
9. **Resellers Allowed.** The Contractor may assign its fulfillment rights and obligations of this Agreement to one or more resellers.
 - a. Contractor may propose adding or removing resellers throughout the lifetime of this Contract.
 - b. Proposed reseller additions must be approved by OETC's Contract Administrator before taking effect.
10. **Successors in Interest.** This Contract shall bind and convey to the benefit of the parties, their successors, and approved assigns if any.
11. **Delivery.** The prices are the delivered price to any customer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor.

Delivery charges may be added for:

 - a. Shipping to Alaska and Hawaii
 - b. Expedited shipping at the request of the customer

- c. Shipping charges may be charged when the charges, combined with special pricing discounts create overall savings greater than what is required by Exhibit A.
- 12. **Invoice with shipment.** Contractor and its resellers may not submit an invoice for payment until the order is fulfilled either electronically or F.O.B Destination.
- 13. **Leasing.** Individual OETC Members may enter into lease agreements for the products covered in this Contract.
- 14. **Operating Leases.** Contract equipment through an Operating Lease (where no ownership in the equipment transfers to the customer during or at the end of the lease period) at rate(s) established in the Contract. A maintenance service program shall be charged for separately on a cost per copy basis as provided for herein. During the term of the lease agreement the lease may not be canceled unless the Contractor fails to maintain the equipment in good working order as specified herein or for non-appropriation of funds. Such cancellation shall be permitted without penalty with thirty-day written notification to the Contractor.
 - a. The following operating lease plans are to be available to Contract customers. Each plan shall commence on the date of equipment installation or after an agreed upon qualifying trial period (not to exceed 90 days):
 - i. Thirty-six (36) Month Operating Lease,
 - ii. Forty-eight (48) Month Operating Lease, and
 - iii. Sixty (60) Month Operating Lease.
 - b. With a minimum 30-day notice prior to the end of the operating lease agreement, Contractor shall remove the equipment and return it to the Contractor's facility at no additional cost to the customer.
 - c. Should the customer be asked to sign an operating lease agreement, any conflict between the provisions of the Contractor's lease agreement and the terms and conditions of this Contract shall be resolved in favor of what is most beneficial to the customer.
- 15. **Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, pandemics, and/or war that is beyond that party's reasonable control. OETC may terminate this Contract after determining such delay or default will reasonably prevent the successful performance of the Contract.
- 16. **Compliance with Applicable Law.** For the products and services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

17. **Indemnification.** Contractor shall defend and indemnify OETC, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against OETC for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of OETC extends to conditions created by this Contract or based upon a violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to OETC. Contractor's indemnification of OETC shall not apply to damage, injury, or death caused by the negligent actions of OETC, its officers, directors, employees, or agents. OETC must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

18. **Governing Law and Venue.**

- a. For disputes between OETC and Contractor or its reseller partners, this Contract shall be governed by, construed, interpreted and enforced solely in accordance with the laws of the state of Oregon and the venue of any action shall lie in the appropriate federal or state courts located in the state of Oregon.
- b. For disputes between the OETC Member and the Contractor or its reseller partners, this contract shall be governed by, construed, interpreted and enforced solely in accordance with the laws where the OETC member resides.

19. **Severability.** Waiver of any default or breach under this Contract by OETC does not constitute a waiver of any subsequent default or a modification of any other provisions of this contract. If any term provision of this contract is declared by court of competent jurisdiction to be legal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid

20. **Survivability.** The following rights and duties of OETC and Contractor will survive the expiration or cancellation of the Contract. These rights and duties include, but are not limited to paragraphs: Indemnification, Governing Law, Jurisdiction and Venue and Admin Fees. Expiration or early termination of this Agreement for any reason shall not be deemed to terminate, alter or otherwise modify the term of any purchase or lease agreement which shall remain in effect in accordance with its terms and conditions.

21. **Amendments.** Any amendments consents to or waivers of the terms of this Contract must be in writing and signed by both parties.

22. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is the final and entire agreement. As the final and entire expression, this Contract

supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

23. **Notices.** If one party is required to give notice to the other under this Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission or email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to OETC shall be addressed as follows:

OETC c/o Contract Administrator
PO Box 1083
Salem, Oregon 97301

B. Products and Pricing

1. Price Guarantee and Discounts.

- a. Contractor and their assigned resellers (if applicable) certify the lowest price offered to an OETC member is available on the OETC contract.
- b. Discounts must remain firm or further increased during the term of this Contract.
- c. At the discretion of the contractor or its resellers, further discounts may be offered on a case-by-case basis to OETC members.

2. **Discontinued Products.** If a product or model is discontinued by the manufacturer, the Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

3. **New Products/Services.** New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract.

Signature

I have read this Contract and the attached exhibits if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.

Pacific Office Automation

Organization for Educational Technology and Curriculum

Jeffrey D. Simon

Name

Thomas Richards

Name

Government Account Manager

Title

Executive Director

Title



Signature



Signature

6/24/2022

Date

June 24, 2022

Date



15875 Boones Ferry Rd
Suite 1140
Lake Grove, Oregon 97035

oetc.org
(800) 650-825
Fax: (503) 625-05

A2

Contract Renewal

Contract Number: OETC-22B-PrintServices

Effective Date: July 1, 2025

Expiration Date: June 30, 2028

Term: Three (3) years

This Contract Extension Agreement (“Extension”) is between the Organization for Educational Technology and Curriculum (“OETC”) located at 15875 Boones Ferry Rd. #1140, Lake Grove, OR 97035, and Pacific Office Automation located at 14747 NW Greenbrier Pkwy, Beaverton, OR 97006

OETC entered into a contract for three (3) years, with an option to renew the contract for up to three (3) additional years.

Pursuant to the contract, OETC hereby exercises its option to renew the contract for three (3) years from July 1, 2025 to June 30, 2028.

Pacific Office Automation

Organization for Educational Technology and Curriculum

Jeff Simon

Name

Thomas Richards

Name

Government Account Manager

Title

CEO

Title

Jeff Simon

Signature

Thomas Richards

Signature

4/22/2025

Date

4/23/2025

Date

Machine Model	NASPO State Contract Pricing	OETC Pricing
Konica Minolta BH C651i	\$263.50	\$150.02
Konica Minolta BH 551i	\$210.38	\$120.00
Konica Minolta BH 301i	\$94.87	\$78.00
Konica Minolta Pro 2100	\$458.33	\$325.00
Konica Minolta BH 4051i	\$70.30	\$30.00
Konica Minolta BH C3351i	\$53.04	\$38.00
Konca Minolta BH C751i	\$318.71	\$200.00
Konica Minolta BH C301i	\$110.39	\$112.06
Per-Page Costs	OETC Per Page	POA Per Page
Konica Minolta BH C651i	.0075 (B/W) / .045 (Color)	.0045 / .0375
Konica Minolta BH 551i	0.0077	0.0045
Konica Minolta BH 301i	0.0098	0.0045
Konica Minolta Pro 2100	0.0045	0.0035
Konica Minolta BH 4051i	0.0165	0.0045
Konica Minolta BH C3351i	.0176 (B/W) / .06 (Color)	.0045 / .045
Konca Minolta BH C751i	.0064 (B/W) / .043 (Color)	.004 / .035
Konica Minolta BH C301i	.0086 (B/W) / .05 (Color)	.0045 / .0375

8. Future Board Meeting Agenda Items

8.A. Work Session

8.B. Regular Meeting

9. Executive Session

ORS 192.660(2)(h)consultation with counsel concerning the legal rights and duties of the public body regarding current litigation or litigation likely to be filed.

10. Adjournment