

# Budget Committee & School Board Agenda

## Oregon City School District, June 13, 2022

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*The Budget Committee will meet beginning at 6:00 p.m. in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City.*

*The Meetings will be live streamed on YouTube. The link to the channel is:*

<https://www.youtube.com/channel/UC9SL4SafiXqeHbdejmf1WA>

*You may also choose to attend via Zoom by following this link:*

<https://ocsd62.zoom.us/j/83351122350>

### **Budget Committee Agenda:**

1. CALL TO ORDER
2. RESPONSE TO QUESTIONS, COMMENTS AND FEEDBACK
3. APPROVAL OF PROPOSED BUDGET

### **2122-245 APPROVE 2022-23 BUDGET – BUDGET COMMITTEE**

**BE IT RESOLVED** that the budget committee of Oregon City School District hereby approves the budget for 2022-23 in the aggregate amount of \$172,511,231 and the permanent rate of 4.9629 per \$1,000 of assessed value in support of the general fund and an amount of \$8,348,148 for debt service.

4. ADJOURN

*The Board of Education will meet in Regular Session following the Budget Committee Meeting in the District Board Room at the Jackson Building, 1306 12<sup>th</sup> Street, Oregon City.*

### **Regular Session Agenda:**

1. CALL TO ORDER
2. FOCUS ON LEARNING  
Summer Program - Aaron Willis, Heidi Husbands, Nicole Goff, Josh Bryan, Stacy Erickson & Candice Henkin
3. BOARD COMMUNICATION  
Ex Officio Members: OCHS, OCEA and OSEA representatives
4. RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS  
Presidential Recognition for OCHS Student Nathan Bone - Stacy Erickson  
Tumwata & Gardiner Ribbon Cutting Ceremonies - Michael Sweeten  
AVID Graduation Ceremony - Dr. Sara Deboy  
Congratulations to the Graduating Class of 2022 - Kyle Laier  
Welcome Dr. Dayle Spitzer & Marjorie Ruzicka - Mandi Philpott

## 5. PATRON INPUT

Patrons may provide input in the following ways:

1. Submit input electronically [here](#).
2. Submit input via Zoom: <https://forms.gle/2RXNjpbHBWPyA6Ty9>
3. Give input in person by following the steps below:
  - Upon arrival, fill out the patron input form with your name, district affiliation and topic you wish to speak about.
  - When it is your turn, you will be called to come up and address the board. Please note that you will have 3 minutes to do so.

## 6. REPORTS

Educational Equity Advisory Committee Report - Lisa Normand & Dr. Sara Deboy

Safety & Security Bond Projects Update - Michael Sweeten

## 7. ACTION ITEMS

### A. CONSENT AGENDA

1. Approve Minutes of May 9, 2022
  2. 2122-109 Approve Added Duty Appointments for 2021-22 School Year
  3. 2122-19 Approve Licensed Appointments for 2022-23 School Year
  4. 2122-20 Approve Assistant Superintendent Contract for Dr. Sara Deboy, Effective July 1, 2021 through June 30, 2024
  5. 2122-247 Authorize Signatures for School District Transactions
- B. 2122-246 Approve Renewal of Food Services Management Contract with Sodexo America, LLC for 2022-23 Fiscal Year
- C. 2122-432 Authorize Reduction in Force of Staff Members
- D. 2122-249 Adopt Recommended Professional Agreement with Oregon City School Administrators for 2021-22
- E. 2122-248 Approve Facility Use Fee Schedule for 2022-23 Fiscal Year
- F. 2122-250 Adopt Plan of Action to Address Audit Finding
- G. 2122-251 A Resolution of the Board of Directors of Oregon City School District No. 62 Approving the Acquisition of Property Located at 15644 S Old Acres Lane, Oregon City, Oregon and Authorizing the Superintendent to Negotiate and Execute all Documents Necessary to Close the Transaction
- H. 2122-252 A Resolution of the Board of Directors of Oregon City School District No. 62 Approving the Acquisition of Property Located at 20410 S Beaver Creek Rd, Oregon City, Oregon and Authorizing the Superintendent to Negotiate and Execute all Documents Necessary to Close the Transaction
- I. 2122-253 Approval of Contracts in Excess of \$150,000 for the 2021-22 School Year

## 8. Other items requiring action by the Board (addendum)

## 9. ADJOURNMENT

### NEXT MEETING DATES:

June 27, 2022 Public Budget Hearing, 6:00 p.m.

July 11, 2022 Regular Session, 7:00 p.m.

**Oregon City School District  
School Board Meeting  
Regular Session  
Consent Agenda**

**Minutes of May 9, 2022**

The Board of Education of Oregon City School District met in Regular Session on May 9, 2022, at 7:00 p.m. The meeting convened in the District Board Room at 1306 Jackson Street, Oregon City, Oregon. Board members present were Director Farmer, Director Hays, Director Canchola, Director Philpott, Director Soll (via Zoom), Director Stroh and Director White. Present from Administration were Kyle Laier, Superintendent; Dr. Sara Deboy, Assistant Superintendent; Elaine Fagan, Chief Financial Officer; Michael Sweeten, Director of Operations and Capital Projects; Lisa Normand, Director of Communications and Community Partnerships; Melissa Berg, Associate Director of Student Services; and Todd Nicholson, Director of Student Services.

**CALL TO ORDER**

Meeting was called to order by Director Philpott at 7:05 p.m.

Director Hays stated that the month of May is Asian American and Pacific Islander month. She shared that the board would like to recognize the many contributions of Asian Americans and Pacific Islanders for their history, culture and achievements that have helped shape the rich history of the United States as well as our own community in Oregon City.

Director Philpott announced that Dr. Dayle Spitzer was unable to attend this evening due to illness. Director Philpott noted that the introduction of Dr. Spitzer will be moved to a later meeting.

**FOCUS ON LEARNING**

Media and Communications Pathway - Eric Storm

CAIS students, Hailey Albers, Joseph Oliver and Liv Stanis presented information on the new Media and Communications Pathway program offered at CAIS. The students shared about their work and benefits of the partnership with Willamette Falls Studios. They gave an overview of their training and discussed some projects they are working on. The Board members asked the students questions. Mr. Laier recognized Eric Storm, the Principal at CAIS, and thanked him for all of his work and dedication to this program.

Summer Learning Opportunities - Dr. Sara Deboy & Melissa Berg

Dr. Deboy shared that the district will continue to offer summer learning opportunities this year due to the legislature renewing a \$150M grant for this summer to high school students and enrichment programs for K-8 students. She shared the allowable uses and parameters of the grant, as well as the logistics for this summer.

Ms. Berg provided a brief overview regarding extended school year. She noted that extended school year is not tied to a grant and is offered every year for students who are on an IEP. She reviewed the purpose and goals of the extended school year program.

Dr. Deboy stated that more information will be coming out this month regarding enrollment in these programs.

## BOARD COMMUNICATION

### OCHS

Kesler Schneider, the incoming Student Body President, shared the happenings at Oregon City High School over the past month and upcoming events through the remainder of the school year.

### OCEA

Ms. Roland shared that OCEA and OSEA were invited to be a part of the process in the search of the new superintendent and they look forward to welcoming and working with Dr. Dayle Spitzer. She noted that last week was Educator Appreciation Week and certified staff were celebrated with desserts and gifts from classified colleagues, the district office, building administrators and parents. Ms Roland expressed appreciation noting that it was just what everyone needed to boost morale and feel appreciated. Ms. Roland noted that there are many illnesses going around and asked that parents please alert their child's teacher if their child is ill so that the teacher can monitor their own symptoms as well.

### OSEA

No report

## RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS

### DJC Recognition of Tumwata Middle School Project - Michael Sweeten

Mr. Sweeten shared that the Daily Journal of Commerce annually recognizes best built environments. He noted that this year Tumwata Middle School was named a Top Project Finalist and added that the winner will be announced at an event in June.

### OADA Athletic Director of the Year - Kyle Laier

Mr. Laier reported that Andy Jones, OCHS Athletic Director, received the State Athletic Director of the Year for the 6A level, as well as the big schools Athletic Director of the Year for 4A, 5A and 6A. Mr. Laier added that Mr. Jones was nominated by his colleagues in the Three Rivers League. Mr. Laier thanked Mr. Jones for his hard work and commitment to our athletes and students.

## PATRON INPUT

No electronic Zoom or Electronic input. There were two patrons who gave in-person input.

## REPORTS

### Oregon City Together - Maureen Palaoro, Pam Wilson & Case Brown

Ms. Palaoro thanked Oregon City School District and explained the ways in which the district supports OC Together. She shared that OC Together is the only organization in Oregon City focusing solely on prevention of youth substance abuse and recognized the members who serve. Ms. Palaoro gave an overview on their focus, explaining the importance of prevention. She reviewed evidence-based prevention strategies and shared an example about Dr. Collier's visit to the middle schools. Ms. Palaoro introduced Case Brown, a student from Alliance Charter Academy, who shared about activities their students are engaging in to learn more about prevention. Mr. Brown shared that with May being mental awareness month, ACA, working with OC Together, has shown a movie called Angst a couple of times this week. In addition, on Wednesday of this week, ACA student leadership will be hosting workshops to discuss stigma around mental health disorders. Ms. Palaoro introduced BrainAbouts and shared the program highlights. Ms. Wilson reported that their current federal grant will be ending September 2023, and that they recently learned that OC Together will be receiving a county grant for the next three years. Ms. Palaoro explained that their request from the district is to continue their support of prevention through encouraging and supporting OC Together's proposal around BrainAbouts, using the current district practices and district partnership with OC Together to increase awareness, and build skills and capacity with our students and parents in our community.

### Parent Cafe - Candice Henkin

Ms. Henkin gave an overview of the Parent Cafe, explaining that the purpose is to create a safe space for conversation. It is a wonderful opportunity for parents to share with each other what's going well and the challenges they face. Ms. Henkin explained that the "pilot" Parent Cafe was hosted at Beavercreek Elementary. She provided an overview of the Protective Factors and the agenda for the evening. Ms. Henkin discussed the agreements that are set up to create a safe space for everyone. She reported on the feedback parents provided after the event, noting that 81% felt a strong sense of belonging. Ms. Henkin noted that they have submitted a Parent Education Grant that includes the Parent Cafe, which will allow them to train additional facilitators and cover expenses. She added that their goal is to have at least nine Parent Cafes next year (3 series of 3).

### Volunteer Application Update - Michael Sweeten

Mr. Sweeten shared that the district is now accepting Covid-19 vaccination exception forms for volunteers. He added that volunteers need to complete the volunteer process and either provide proof of vaccination or submit an exception for medical and/or religious reasons. Mr. Sweeten reviewed the guidelines and noted that beginning this week, we are accepting forms and the following week (effective May 16th) the district will start implementation.

### Bond Budget Update - Wes Rogers

Mr. Rogers gave an update on the Bond budget, sharing a one page summary of what has been accomplished with the bond funds. He reviewed the seven themes of the bond and shared how those themes have been met. Mr. Rogers shared that we have \$2M left in the contingency fund. He noted that the district will have some money left over and will be coming back to the Board

with input from the district Bond Oversight Committee, as well as recommendations from the Administration about where to invest the remaining bond dollars.

#### Budget Development - Kyle Laier

Mr. Laier provided an update on the budget development in preparation for the first official Budget Committee meeting. He reviewed the schedule of budget work sessions that began in December. Official Budget Committee meetings will take place on May 23, June 6, June 13, (if needed) and the Public Budget Hearing will take place on June 27. Mr. Laier reviewed the enrollment history and current enrollment numbers. He disseminated Portland State University's enrollment forecast, and how the district currently foresees a slow increase of students coming back over the next several years. The ending fund balance estimate and history was summarized. Mr. Laier reviewed the list of assumptions that the district is using as they develop the budget. The proposed budget from 2022-23 will be presented at the May 23 Budget Committee meeting.

#### ACTION ITEMS

Director Philpott moved, Director White seconded to amend the consent agenda item 3, Resolution 2122-17 Approve Licensed Appointments for 2021-22 School Year to *Approve Licensed Appointments for 2022-23 School Year*. Motion was unanimously approved.

Director White moved, Director Hays seconded to approve the Consent Agenda as amended. Motion was unanimously approved.

Director Farmer moved, Director Stroh seconded to approve Resolution 2122-429 Approve Springwater Environmental Sciences School Charter Renewal. Motion was unanimously approved.

Director Canchola moved, Director White seconded to approve Resolution 2122-430 Approve Out of District and Overnight Travel. Motion was unanimously approved.

Director Canchola moved, Director White seconded to approve Resolution 2122-244 Approve High School Athletic/Activity Participation Fees for the 2022-23 School Year. Motion was unanimously approved.

Director Stroh moved, Director Farmer seconded to approve Resolution 2122-243 Approve Board Resolution Regarding Contract with Clackamas County ESD Heron Creek Enrollment. Motion was unanimously approved.

#### ADJOURNMENT

There being no further business by the Board, the meeting was adjourned at 9:26 p.m.

**Oregon City School District  
School Board Meeting  
Consent Agenda**

**2122-109 Approve Added Duty Appointments for 2021-22 School Year**

**Contact: John Ogden**

**2122-109 APPROVE ADDED DUTY APPOINTMENTS FOR 2021-22 School Year**

BE IT RESOLVED that the following be appointed to positions for the 2021-22 school year:

Activity	School	Name	No. of Stipends
Musical Production Instrumental	OCHS	Andrew Hancock	1.00
Spring Afterschool Latinx	Gardiner	Irene Castro	0.50
Unified Sports Head basketball	Student Services	Tim Pass	1.00
Unified Sports Basketball Coordinator	Student Services	Dori Jones	1.00
<b>REMOVE</b>			
Musical Production Instrumental	OCHS	Dana Henson	1.00

**Oregon City School District  
School Board Meeting**

**2122-19 Approve Licensed Appointments for 2022-23 School Year**

**Contact: John Ogden**

**Discussion:**

These are teachers recommended for approval to fill vacant positions in the District for the 2022-23 school year.

**Recommendation:**

Approve

**2122-19 APPROVE LICENSED APPOINTMENTS FOR 2022-23 SCHOOL YEAR**

BE IT RESOLVED that the following be appointed to positions for the 2022-23 school year.

<b><u>NAME</u></b>	<b><u>POSITION</u></b>	<b><u>HIRE DATE</u></b>
Lindsey Lieber	TOSA: Dean of Students OCHS - 1.0 FTE	8/29/2022
Kate Bonilla	School Psychologist Student Services – 1.0 FTE	8/29/2022
Patricia Nicholson	Counselor Oregon City High School – 1.0 FTE	8/29/2022
Peter Lovell	Science Teacher Oregon City High School – 1.0 FTE	8/29/2022
Raquel MacSwain	Counselor Oregon City High School – 1.0 FTE	8/29/2022
Marjorie Ruzicka Boulier	Principal Oregon City High School – 1.0 FTE	8/1/2022



**Oregon City School District  
School Board Meeting  
Consent Agenda**

**2122-20 Approve Assistant Superintendent Contract for Dr. Sara Deboy  
Effective July 1, 2021 through June 30, 2024**

**Contact: John Ogden**

**Discussion:**

Recommend that the employment contract for Dr. Sara Deboy for Assistant Superintendent starting July 1, 2021 (Dr. Deboy will be provided credit for her year served as Interim Assistant Superintendent) through June 30, 2024, be approved.

**Recommendation:**

Approve.

**2122-20 APPROVE ASSISTANT SUPERINTENDENT CONTRACT FOR DR. SARA DEBOY EFFECTIVE  
JULY 1, 2021 THROUGH JUNE 30, 2024**

BE IT RESOLVED that the employment contract for Dr. Sara Deboy for Assistant Superintendent starting July 1, 2021 through June 30, 2024, be approved.

# Oregon City School District No. 62

*Learning to be our Best*

PO Box 2110 (1417 12<sup>th</sup> St.), Oregon City, Oregon 97045-5010

Telephone: (503) 785-8000 | FAX: (503) 657-2492



**EMPLOYMENT CONTRACT  
BETWEEN  
OREGON CITY SCHOOL DISTRICT**

**ASSISTANT SUPERINTENDENT**

**Duration of Agreement: July 1, 2021 through June 30, 2024**

**EMPLOYMENT CONTRACT  
BETWEEN  
Dr. Sara Deboy, ASSISTANT  
SUPERINTENDENT  
AND THE  
OREGON CITY SCHOOL DISTRICT NO. 62 OREGON CITY, OREGON 97045**

This Employment Contract is made the 13th day of June, 2022, between OREGON CITY SCHOOL DISTRICT NO. 62, CLACKAMAS COUNTY, OREGON ("District"), and Dr. Sara Deboy ("Assistant Superintendent").

The parties agree:

**1. RECITAL.**

District wishes to obtain an Assistant Superintendent of Schools to supervise the District's programs under the general supervision of the Superintendent.

The parties have agreed that the Assistant Superintendent shall fill the position. The parties agree that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

**2. TERM.**

District hereby employs and Assistant Superintendent hereby accepts employment as Assistant Superintendent of Schools for a term of three (3) years commencing July 1, 2021 (Dr. Deboy will be provided credit for her year served as Interim Assistant Superintendent), and ending June 30, 2024, unless earlier terminated pursuant to law or this agreement.

**3. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.**

A. **License.** Assistant Superintendent shall maintain a valid license for the position as required from time to time under the statutes and administrative rules of the State of Oregon. If the Assistant Superintendent shall fail to maintain such a license in good standing, this contract shall automatically terminate.

- B. **Duties.** Assistant Superintendent shall assist in the administration of the schools under the direction of the Superintendent. The Assistant Superintendent shall assist the chief administrative officer of the District and at all times shall act in accordance with state and federal law and the policies, and rules and regulations of the District; shall direct and assign teachers and other employees of the schools under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the office of Assistant Superintendent and such other duties as may be prescribed by the Superintendent from time to time. The Superintendent retains the right to approve Assistant Superintendent's actions on behalf of the District.
- C. **Rights.** Assistant Superintendent shall have the right to attend all Board Meetings (except executive sessions involving consideration of Assistant Superintendent's contract or possible discipline) and all Board and citizen committee meetings, serve as the ex-officio member of all Board committees in support of the superintendent and provide administrative recommendations on each item of business considered by each of these groups. All duties assigned to Assistant Superintendent by the Superintendent shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent.
- D. **Professional Activities.** Assistant Superintendent shall devote her full time, attention and energy to the business of the school district. However, she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities or speaking engagements, engage in other activities which are of a short-term duration at her discretion. Such activities, which require the Assistant Superintendent to be absent from the District, shall not exceed five full working days per year.

**4. PROFESSIONAL GROWTH OF ASSISTANT SUPERINTENDENT.**

The Assistant Superintendent shall comply with Oregon Statutes and Oregon Administrative Rule provisions which require continuing professional education for school Assistant Superintendents. The District shall pay for all tuition and related expenses that are incurred by the Assistant Superintendent in the completion of the required professional development plan mutually determined by the Assistant Superintendent and the Superintendent. District also encourages the continuing

professional growth of Assistant Superintendent beyond the minimum requirements through Assistant Superintendent's participation in programs, professional coaching per approved Superintendent's budget and other activities as Assistant Superintendent and the Superintendent mutually decide in light of Assistant Superintendent's responsibilities. In such case, District shall pay for the necessary fees for travel and subsistence expenses, as approved by the District in the annual budget.

**5. COMPENSATION.**

A. **Salary.** District shall pay the Assistant Superintendent an annual salary during the fiscal year of 2022-23 of a salary based on a ratio of 1.54 times Step 6, MA+75 on the current administrator's salary scale. This salary shall be paid in twelve (12) equal monthly payments per fiscal year as determined by applying the previously stated formula. The compensation shall be based upon two hundred sixty (215+25=260) contract days each year, which shall include work days, vacation days, and holidays hereafter listed. The Assistant Superintendent's salary shall increase based on any increase to the administrative agreement and approved ratio adjustments.

B. **Salary Review.** Assistant Superintendent's salary shall be reviewed on an annual basis in conjunction with Assistant Superintendent's annual evaluation. Any adjustment in salary made during the life of Assistant Superintendent's Contract shall be in the form of an amendment and become part of Assistant Superintendent's Contract, but it shall not be deemed that District and Assistant Superintendent have entered into a new contract, nor that the termination date of the existing contract has been extended. However, upon mutual consent, the Assistant Superintendent and the Superintendent may extend the length of the contract with board approval.

**6. VACATION AND OTHER BENEFITS.**

1. Assistant Superintendent shall be entitled to twenty (20) days of vacation in each fiscal year. The Assistant Superintendent shall be paid for up to ten (10) days of vacation unused by July 1st of each fiscal year. Vacation shall be prorated at a rate of 1.70 days per month. If there are any unused vacation days at the termination of this contract, the Assistant Superintendent shall be paid for up to twenty (20) days. Assistant Superintendent shall notify the Superintendent of vacation plans. Assistant Superintendent shall have the following holidays : Labor Day, Veterans' Day, Thanksgiving Day and the day after; December 24;

Christmas Day; New Year's Day; Martin Luther King Day; Presidents' Day; Memorial Day; and Independence Day. Vacation days and holidays are included in the 260 contract days provided for in this agreement.

2. District shall pay Assistant Superintendent's membership charges to the American Association of School Administrators, the Coalition of Oregon School Administrators, and other professional groups in which Assistant Superintendent and Superintendent consider it is necessary to maintain and improve Assistant Superintendent's professional skills, as permitted by state law and as approved by District in the annual budget. Recognizing the importance of a strong working relationship between the schools and the community, the District shall pay expenses which shall be limited to dues, membership fees, and meeting expenses for membership in service and civic associations as provided in the Board-approved budget. Costs and specific memberships shall be subject to Superintendent's approval.
3. The District shall provide insurance benefits as follows but reserves the right to change insurance carriers from time to time: Life Insurance with Accidental Death and Dismemberment of \$237,000 with the option of buying additional supplemental family life insurance at Assistant Superintendent's expense. All insurance benefits are subject to approval by the applicable carrier. District will provide benefits under the Administrator's Agreement for medical, vision, and dental insurance.
4. The Assistant Superintendent will be granted \$100 per month for a tax-sheltered annuity of the Assistant Superintendent's choosing.
5. As an employee of the District, Assistant Superintendent is entitled to accrue sick leave under state law.
6. As an employee of the District, Assistant Superintendent is entitled to participate in the Public Employees Retirement System ("PERS") and the District shall make contributions to the PERS system on the Assistant Superintendent's behalf.
7. Education Incentive. Assistant Superintendent will receive \$4,000 per year for a Ph.D., equal to the Professional Practice Stipend in the OCEA agreement.
8. Personal Leave and flexible time off. Assistant Superintendent may be granted days off for personal reasons. Requests for such leave are to have the approval of the Superintendent. Flexible time off shall be arranged with the Superintendent.

**7. EXPENSES.**

District shall pay or reimburse Assistant Superintendent for reasonable expenses approved and budgeted for by District and incurred by Assistant Superintendent in the continuing performance of Assistant Superintendent's duties under Assistant Superintendent's Employment Contract, except for automobile expenses, which shall be handled as set forth in Section 8. Expenses will be paid monthly. Assistant Superintendent shall submit Assistant Superintendent's expenses monthly to the Business Manager for review and forwarding to the Superintendent. Expenses which are proper under Assistant Superintendent's Employment Contract will be approved for payment by the Superintendent.

**8. IN-DISTRICT TRAVEL EXPENSES.**

As additional compensation, District shall pay Assistant Superintendent \$3136.00 per year for in-district travel. Such compensation shall be subject to PERS and to withholding taxes. Said sum shall be compensation in full for all District-related automobile expenses including insurance, gas, mileage and depreciation incurred by Assistant Superintendent.

**9. LIABILITY INSURANCE.**

District agrees to maintain liability insurance in the amount and of the type provided for in its annual budget. Such insurance shall also provide coverage to Assistant Superintendent. To the extent coverage is available to Assistant Superintendent under District insurance policies, District will require the insurance carriers to provide a defense and indemnity to Assistant Superintendent against claims made thereunder.

**10. PROFESSIONAL LIABILITY.**

To the extent permitted by state law, District agrees to indemnify and hold Assistant Superintendent harmless from claims, legal actions and proceedings brought against Assistant Superintendent in Assistant Superintendent's official or individual capacity if the incident giving rise to the claim or litigation occurred while Assistant Superintendent was acting in the scope of Assistant Superintendent's employment. Such indemnification does not apply to criminal litigation. The obligation to indemnify is solely that of District and no individual shall have any liability or responsibility for the same.

## **11. GOALS AND EVALUATION.**

- A. The Assistant Superintendent and the Superintendent shall meet annually during the summer months to establish goals and objectives for District and for Assistant Superintendent for the ensuing school year. The goals and objectives shall be reduced to writing and shall be among the criteria for evaluating the performance of Assistant Superintendent.
- B. At least once each fiscal year, Superintendent and Assistant Superintendent shall meet for the purpose of evaluation of the performance of Assistant Superintendent. The Superintendent shall evaluate and assess Assistant Superintendent's performance. If the Superintendent determines that the performance of Assistant Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Assistant Superintendent. Assistant Superintendent shall have the right to submit a written reaction or response to the evaluation. Such response shall become a permanent part of Assistant Superintendent's personnel file. Within thirty (30) days of the delivery of any written evaluation to the Assistant Superintendent, the Superintendent shall meet with Assistant Superintendent to discuss the evaluation if requested by Assistant Superintendent.

## **12. EXTENSION OF EMPLOYMENT CONTRACT.**

No later than January 15, 2024, the Superintendent shall start the process of considering whether this contract shall be extended. The Superintendent will determine by February 15, 2024, whether it will enter into a new agreement with the Assistant Superintendent. This section constitutes appropriate notice of nonrenewal of the contract as required by ORS 342.513.

## **13. TERMINATION OF EMPLOYMENT CONTRACT.**

Assistant Superintendent's Employment Contract may be terminated at the Superintendent's discretion by:

1. **Death.** Upon the death of the Assistant Superintendent.



2. **Retirement.** Assistant Superintendent shall give District a minimum of nine (9) months' notice of intent to retire. Assistant Superintendent agrees not to retire before the completion of a school year.
3. **Mutual Agreement of the Parties.** The Assistant Superintendent and the Superintendent may by written agreement terminate this agreement. If the Agreement is terminated by written agreement, the termination will be considered to be by mutual agreement and not be considered a termination. The severance provisions of Section 13.E shall not apply to any termination by mutual agreement.
4. **Expiration.** Expiration of Superintendent's contract pursuant to Section 12 of this agreement.
5. **Termination Without Cause.** The District may terminate Assistant Superintendent and terminate this contract without cause upon twelve (12) months written notice and the tendering of twelve (12) months of the Assistant Superintendent's salary and health insurance or the balance of the salary and health insurance payments for the remaining term of this contract, whichever is less. Salary includes only the compensation set out in Section 5 of this Agreement.
6. **Termination For Cause.** The Assistant Superintendent is the role model in the District for the students. Because of the Assistant Superintendent's visibility and role in the District, in the event the Assistant Superintendent is charged with a crime, the District may, in its sole discretion, terminate this agreement without notice for crime as defined by law as any misdemeanor or felony. The District may immediately suspend Assistant Superintendent for conduct that is seriously prejudicial to District. Conduct that is seriously prejudicial to the District includes, but is not limited to, neglect of duty, any violation of the Teacher Standards and Practices Act which are grounds for suspension or revocation of license or other disciplinary action, as well as any violation of the Ethical Educator standards; violation of District's written policies, standards and regulations including harassment, sexual or otherwise.
7. **Disability or Incapacity.** The Assistant Superintendent may be terminated for disability if she is unable to perform the essential functions of the job of Assistant Superintendent even with reasonable accommodation if appropriate. If in the opinion of the District a question exists concerning the capacity of Assistant Superintendent to return to her duties, the District may require Assistant Superintendent to submit to a medical examination, to be performed by a physician licensed to practice medicine. The District shall select the physician who shall conduct the examination, and the examination shall be done at the expense of the

District. The physician shall limit his or her report to the issue of whether Assistant Superintendent has a continuing disability or current incapacitation which prohibits her or materially impairs her from performing her duties as Assistant Superintendent.

8. **Failure to Maintain A Valid License as Described in Section 3.A.** This Contract shall terminate automatically effective on the date Assistant Superintendent no longer has a valid license.

#### **14. MISCELLANEOUS.**

1. Changes of salary and benefits shall be made only by memorandum approved by the Superintendent and by Assistant Superintendent and attached to Superintendent's contract. These adjustments must fall within the administrative agreement. All other amendments to this Agreement must be made in writing and executed by both Parties.
2. The Assistant Superintendent's personnel file shall be in the custody of the District's personnel officer. An additional partial personnel file shall be kept in the office of the legal counsel to the District and shall contain a fully executed counterpart of Assistant Superintendent's contract, all amendments thereto and evaluations of the Assistant Superintendent. Said files shall be available for review by the Superintendent and the Assistant Superintendent.

#### **15. PARTIAL INVALIDITY.**

If any provision of the Assistant Superintendent's contract is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

#### **16. COUNSEL.**

Each of the parties hereto acknowledges that each party has either been represented by counsel in connection with the preparation and execution of this Agreement or has had the opportunity to be represented by counsel. Each party has had the opportunity to thoroughly review this Agreement with that party's counsel. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the interpretation of this Agreement.

#### **17. WAIVER.**

No waiver of any right arising out of a breach of any covenant, term or condition of this Agreement shall be a waiver of any right arising out of any

other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

**18. INTEGRATION.**

This Agreement constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral, except as stated herein.

**19. NOTICES.**

Any notices required or permitted to be given under the terms of this Agreement, or by law, shall be in writing and may be given by personal delivery or certified mail, directed to the parties at their addresses of record in the administrative office of the District, or such other address as any party may designate in writing prior to the time of the giving of such notice, or in any manner authorized by law.

IN WITNESS WHEREOF District and Assistant Superintendent have executed Assistant Superintendent's Contract on the day and year above written.

**OREGON CITY SCHOOL DISTRICT NO. 62, CLACKAMAS COUNTY, OREGON**

By: \_\_\_\_\_  
**Board Chair**

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Assistant Superintendent**

**This Agreement was approved by vote of the District School Board at a public meeting duly held on June 13th, 2022.**

**Oregon City School District  
School Board Meeting**

**2122-247 Authorize Signatures for School District Transactions**

**Contact: Elaine Fagan, Chief Financial Officer**

**Discussion:**

Signature changes needed due to transition of Superintendent.

**Recommendation:**

Approve.

**2122-247 AUTHORIZE SIGNATURES FOR SCHOOL DISTRICT TRANSACTIONS**

BE IT RESOLVED that no signatures will be valid for school transactions including but not limited to authority to sign checks and transfer and invest district funds for Clackamas County School District No. 62, other than the signature of Dayle Spitzer, Incoming Superintendent-Clerk (*effective 7/1/22*) and/or Elaine Fagan, Chief Financial Officer/Business Manager-Deputy Clerk, and/or Michael Sweeten, Director of Operations. The Incoming Superintendent, Chief Financial Officer, or Director of Operations will review and sign all contracts on behalf of the District.

**Oregon City School District  
School Board Meeting**

**2122-246 Approve Renewal of Food Services Management Contract with Sodexo  
America, LLC for 2022-23 Fiscal Year**

**Contact: Lisa Normand**

**Discussion:**

The District entered into a five year contract with Sodexo for food service management services beginning with the 2018-19 fiscal year. The contract needs to be renewed annually. The change for what will be the fifth year of the contract is the increase of 6.1% in fixed cost for all pattern meals and meal equivalents. The allowable CPI increase was 6.9%. The current contract and contract amendment was reviewed and approved by the Oregon Department of Education.

**Recommendation:**

Approve.

**2122-246 APPROVE FOOD SERVICE MANAGEMENT CONTRACT WITH SODEXO  
AMERICA, LLC FOR 2022-23 FISCAL YEAR.**

WHEREAS, the five year contract with Sodexo America, LLC requires annual renewal by the board, therefore;

BE IT RESOLVED that the fifth year of the food service management contract with Sodexo America, LLC for the 2022-23 fiscal year is hereby approved with a maximum allowable cost of \$2.35 per pattern meal and meal equivalent.

OREGON CITY SCHOOL DISTRICT #62

AND

SODEXO AMERICA, LLC

This Amendment No. 4 to Contract No. 2018-OCSD is entered into and between the Local Educational Agency (LEA) Oregon City School District #62 and Food Service Management Company (FSMC) Sodexo America, LLC a Delaware limited liability company (herein referred to as the "Parties").

This Amendment is effective July 1, 2022 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:

A. 1.3 Term of the Agreement. The initial term of this Agreement commences on July 1, 2022 and continues until June 30, 2023. This Agreement is not subject to any additional annual one year annual renewals. 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 (~~last year's prices~~ along with adding [new prices](#).)

**SBP**

Breakfast ~~[\$2.21]~~ [\\$2.35](#) per meal per meal (3 breakfasts = 1 meal)  
Meal Equivalents ~~[\$2.21]~~ [\\$2.35](#) per meal based on \$3.59 rate

**NSLP**

Lunch ~~[\$2.21]~~ [\\$2.35](#) per meal (1 lunch = 1 meal)  
Snack ~~[\$2.21]~~ [\\$2.35](#) per snack (4 snacks = 1 meal)  
Meal Equivalents ~~[\$2.21]~~ [\\$2.35](#) per meal based on \$3.59 rate

**SFSP**

Breakfast ~~[\$2.21]~~ [\\$2.35](#) per meal per meal (3 breakfasts = 1 meal)  
Lunch ~~[\$2.21]~~ [\\$2.35](#) per meal (1 lunch = 1 meal)  
Snack ~~[\$2.21]~~ [\\$2.35](#) per snack (4 snacks = 1 meal)  
Meal Equivalents ~~[\$2.21]~~ [\\$2.35](#) per meal based on \$3.59 rate

**CACFP**

Breakfast ~~[\$2.21]~~ [\\$2.35](#) per meal per meal (3 breakfasts = 1 meal)  
Lunch ~~[\$2.21]~~ [\\$2.35](#) per meal (1 lunch = 1 meal)  
Supper ~~[\$2.21]~~ [\\$2.35](#) per meal (1 Supper = 1 meal)  
Snack ~~[\$2.21]~~ [\\$2.35](#) per snack (4 snacks = 1 meal)

**Vended Meal Programs** and all other Meal and Meal Equivalents Served

Breakfast ~~[\$2.21]~~ [\\$2.35](#) per meal per meal (3 breakfasts = 1 meal)  
Lunch ~~[\$2.21]~~ [\\$2.35](#) per meal (1 lunch = 1 meal)  
Supper ~~[\$2.21]~~ [\\$2.35](#) per meal (1 Supper = 1 meal)  
Snack ~~[\$2.21]~~ [\\$2.35](#) per snack (4 snacks = 1 meal)  
Meal Equivalents ~~[\$2.21]~~ [\\$2.35](#) per meal based on \$3.59 rate

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](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](mailto: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: Vice President

Date:

Print

Signature Leslie M. Milinkovic

Oregon City School District No. 62

Authorized

Signature:

Title: Chief Financial Officer

Date:

Print

Signature: Elaine Fagan

## Attachment A: MINIMUM FOOD SPECIFICATIONS

### Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack <sup>1</sup> (Choose two of the four)
<b>Milk</b>			
• Milk, fluid	1 cup (8 fl oz) <sup>2</sup>	1 cup (8 fl oz) <sup>3</sup>	1 cup (8 fl oz) <sup>2</sup>
<b>Vegetables and/or Fruits</b>			
• Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total <sup>4</sup>	¾ cup
• An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
<b>Grains and Breads<sup>5</sup></b>			
• Bread	1 slice	1 slice	1 slice
• Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
• Cold dry cereal	¾ cup or 1 oz <sup>6</sup>		¾ cup or 1 oz <sup>6</sup>
• Cooked pasta or noodle product	½ cup	½ cup	½ cup
• Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
<b>Meat and Meat Alternates</b> (Optional)			
• Lean meat or poultry or fish or alternate protein product <sup>7</sup>	1 oz	2 oz	1 oz
• Cheese	1 oz	2 oz	1 oz
• Eggs	½ large egg	1 large egg	½ large egg
• Cooked dry beans or peas	¼ cup	½ cup	¼ cup
• Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
• Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50% <sup>8</sup>	1 oz
• An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

- 1 Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- 2 Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- 3 Shall be served as a beverage.
- 4 Serve two or more kinds of vegetable(s) and or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.
- 6 Either volume (cup) or weight (oz) whichever is less.
- 7 Must meet the requirements in Appendix A of the SFSP regulations.
- 8 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.



## Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

### CACFP Meal Pattern Requirements—Children (Age 1 through 12) EFFECTIVE THROUGH SEPTEMBER 30, 2017

The meal must contain, at a minimum, each of the components listed in at least the amounts indicated for the specific age group in order to qualify for reimbursement.

	Age 1 and 2	Age 3 through 5	Age 6 through 12 <sup>i</sup>
<b>BREAKFAST</b>			
1. Milk, fluid <sup>d</sup>	1/2 cup	3/4 cup	1 cup
2. Juice <sup>a</sup> , fruit, or vegetable or Fruit(s) or vegetable(s)	1/4 cup	1/2 cup	1/2 cup
3. Grains/Breads <sup>b</sup> :			
Bread	1/2 slice	1/2 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. <sup>b</sup>	1/2 serving	1/2 serving	1 serving
Cereal:			
Cold dry	1/4 cup or 1/3 oz <sup>c</sup>	1/3 cup or 1/2 oz <sup>c</sup>	3/4 cup or 1 oz <sup>c</sup>
Hot cooked	1/4 cup total	1/4 cup	1/2 cup
Cooked pasta or noodle products	1/4 cup	1/4 cup	1/2 cup
<b>LUNCH OR SUPPER</b>			
1. Milk, fluid <sup>d</sup>	1/2 cup	3/4 cup	1 cup
2. Meat or meat alternate:			
Meat, poultry, fish, cheese	1 oz	1+1/2 oz	2 oz
Alternate protein products <sup>g</sup>	1 oz	1+1/2 oz	2 oz
Yogurt, plain or flavored, unsweetened or sweetened	4 oz or 1/2 cup	6 oz or 3/4 cup	8 oz or 1 cup
Egg	1/2 egg	3/4 egg	1 egg
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup
Peanut butter or other nut or seed butter	2 Tbsp	3 Tbsp.	4 Tbsp
Peanuts or soy nuts or tree nuts or seeds	1/2 oz = 50% <sup>d</sup>	3/4 oz = 50% <sup>d</sup>	1 oz = 50% <sup>d</sup>
3. Vegetable and/or fruit <sup>e</sup> (at least two)	1/4 cup total	1/2 cup total	3/4 cup total
4. Grains/Breads <sup>b</sup> :			
Bread	1/2 slice	1/2 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. <sup>b</sup>	1/2 serving	1/2 serving	1 serving
Cereal, hot cooked	1/4 cup total	1/4 cup	1/2 cup
Cereal, cold, dry	1/4 cup or 1/3 oz <sup>c</sup>	1/3 cup or 1/2 oz <sup>c</sup>	3/4 cup or 1 oz <sup>c</sup>
Cooked pasta or noodle products	1/4 cup	1/4 cup	1/2 cup
<b>SNACK</b>			
1. Select two of the following four components:			
2. Milk, fluid <sup>d</sup>	1/2 cup	1/2 cup	1 cup
Juice <sup>a,f</sup> , fruit, or vegetable or Fruit(s) or vegetable(s)	1/2 cup	1/2 cup	3/4 cup
3. Grains/Breads <sup>b</sup> :			
Bread	1/2 slice	1/2 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. <sup>b</sup>	1/2 serving	1/2 serving	1 serving
Cereal:			
Cold dry	1/4 Cup or 1/3 oz <sup>c</sup>	1/3 cup or 1/2 oz <sup>c</sup>	3/4 cup or 1 oz <sup>c</sup>
Hot cooked	1/4 cup	1/4 cup	1/2 cup
4. Meat or meat alternate			
Meat, poultry, fish, cheese	1/2 oz	1/2 oz	1 oz
Alternate protein products <sup>g</sup>	1/2 oz	1/2 oz	1 oz
Egg, large <sup>h</sup>	1/2 egg	1/2 egg	1/2 egg
Cooked dry beans or peas	1/8 Cup	1/8 cup	1/4 cup
Peanut butter or other nut or seed butter	1 Tbsp	1 Tbsp	2 Tbsp
Peanuts or soy nuts or tree nuts or seeds	1/2 oz	1/2 oz	1 oz
Yogurt, plain or flavored, unsweetened or sweetened	2 oz or 1/4 cup	2 oz or 1/4 cup	4 oz or 1/2 cup

aMust be full strength fruit or vegetable juice.

bBread, pasta or noodle products, and cereal grains shall be whole grain or enriched, cornbread, biscuits, rolls, muffins, etc., shall be made with whole grain or enriched meal or flour.

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

dNo more than 50 percent of the requirement shall be met with tree nuts or seeds. Tree nuts and seeds shall be combined with another meat/meat alternate to fulfill the requirement. For purpose of determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry or fish.

eServe 2 or more kinds of vegetable(s) and/or fruit(s). Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.

f Juice may not be served when milk is the only other component.

gAlternate protein products may be used as acceptable meat alternates if they meet the requirements on the following page.

hOne-half egg meets the required minimum amount (one ounce or less) of meat alternate.

i Youth ages 13 through 18 must be served minimum or larger portion sizes than those specified for ages 6 through 12.

Fluid milk must be fat free (skim) or low fat (1 percent) milk for children 2 years and older

# Infant Meal Pattern Requirements

## Child and Adult Care Food Program EFFECTIVE OCTOBER 1, 2017



The Infant Meal Pattern is divided into two 6 month age groupings with appropriate meal guidelines for each group. Although the meal pattern specifies breakfast, lunch, supper and snack, this may not match each baby's feeding pattern. Infants seldom accept rigid feeding schedules and may need to eat every 2 to 4 hours. Infants should be fed when hungry, "on demand" or "on cue." All required components of the meal do not have to be served at the same time. As long as all the required food components are offered during a period of time that is considered the meal time, the meals may be claimed for reimbursement.

A range of food amounts is listed to allow flexibility, based on each infant's appetite. The amounts listed are the **minimum** you must serve to meet requirements except for breastmilk. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more. You may serve larger portions to infants who want more than the amounts in the meal pattern chart.

Solid foods should be introduced around six months when the infant is developmentally ready. Solid foods should be introduced one at a time with guidance from the infant's parents or guardians. Infants develop at different rates - meaning some infants may be ready to consume solid foods before 6 months of age and others may be ready after 6 months of age.

Breastmilk and/or iron-fortified infant formula must be served for the entire first year. Sponsors must offer to provide at least one reimbursable iron-fortified infant formula.

<i>Age of Baby</i>	<i>Breakfast</i>	<i>Lunch and Supper</i>	<i>Snack</i>
<b>Birth through 5 months</b>	4-6 fluid ounces (fl oz) breastmilk <sup>1</sup> or formula <sup>2</sup>	4-6 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup>	4-6 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup>
<b>6 months through 11 months</b> (until 1 <sup>st</sup> birthday)	6-8 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup> ; <b>and</b>  0-4 Tablespoons (Tbsp) infant cereal <sup>2</sup> meat, fish, poultry, whole egg, cooked dry beans, or cooked dry split peas; or 0-2 ounces (oz) cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz or 1 cup yogurt <sup>3</sup> ; or a combination of the above <sup>4</sup> ; <b>and</b>  0-2 Tbsp vegetable or fruit or a combination of both <sup>4,5</sup>	6-8 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup> ; <b>and</b>  0-4 Tbsp infant cereal <sup>2</sup> meat, fish, poultry, whole egg cooked dry beans, or cooked dry split peas; or 0-2 oz cheese; or 0-4 oz (volume) cottage cheese; or  0-8 oz or 1 cup yogurt <sup>3</sup> ; or a combination of the above <sup>4</sup> ; <b>and</b>  0-2 Tbsp vegetable or fruit or a combination of both <sup>4,5</sup>	2-4 fl oz breastmilk <sup>1</sup> or formula <sup>2</sup> ; <b>and</b>  0-½ slice bread <sup>4,6</sup> ; or 0-2 crackers <sup>4,6</sup> ; or 0-4 Tbsp infant cereal <sup>2,4</sup> or ready-to-eat breakfast cereal <sup>4,6,7</sup> ; <b>and</b>  0-2 Tbsp vegetable or fruit or a combination of both <sup>4,5</sup>

<sup>1</sup> Breastmilk or formula, or portions of both must be served; it is recommended that breastmilk be served in place of formula from birth through 11 months.

<sup>2</sup> Infant formula and dry infant cereal must be iron fortified.

<sup>3</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>4</sup> A serving of this component is required only when the infant is developmentally ready to accept it.

<sup>5</sup> Fruit and vegetable juices are not allowed for infants.

<sup>6</sup> Grains must be one of the following: whole grain-rich, enriched meal, or enriched flour.

<sup>7</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce. Beginning October 1, 2019, ounce equivalents will be used to determine the quantity of creditable grains.

## Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

CACFP Meals for Children 1 - 18  
yearsChild and Adult Care Food Program  
EFFECTIVE OCTOBER 1, 2017

FOOD COMPONENTS AND FOOD ITEMS	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>13</sup>
<b>BREAKFAST <sup>1</sup></b>				
Fluid Milk <sup>2</sup>	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Vegetables, Fruits or portions of both <sup>3</sup>	¼ cup	½ cup	½ cup	½ cup
<b>Grains (oz eq) <sup>5,6,7,9</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) <sup>7,8</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1¼ cups	1¼ cups
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup
<b>SNACK <sup>1,8</sup> (Select 2 of the 5 components for a reimbursable snack)</b>				
Fluid Milk <sup>2</sup>	4 fl oz (½ cup)	4 fl oz (½ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
<b>Meat or Meat Alternate<sup>2</sup></b>				
Lean meat, poultry, or fish	½ oz	½ oz	1 oz	1 oz
Tofu	3.84 oz or ¼ c	3.3 oz or ⅜ c	4.4 oz or ½ c	4.4 oz or ½ c
Soy product, or alternate protein products <sup>10</sup>	1 oz	1½ oz	2 oz	2 oz
Cheese	½ oz	½ oz	1 oz	1 oz
Large egg	½	½	½	½
Cooked dry beans/split peas	⅛ cup	⅛ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened <sup>11</sup>	2 oz (¼ cup)	2 oz (¼ cup)	4 oz (½ cup)	4 oz (½ cup)
Peanuts soy nuts, tree nuts or seeds	½ oz	½ oz	1 oz	1 oz
Vegetables <sup>3</sup>	½ cup	½ cup	¾ cup	¾ cup
Fruits <sup>3</sup>	½ cup	½ cup	¾ cup	¾ cup
<b>Grains (oz eq) <sup>5,6,7</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified RTE breakfast cereal (dry, cold) <sup>7,8</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1¼ cups	1¼ cups
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup
<b>LUNCH OR SUPPER <sup>1,12</sup></b>				
Fluid Milk <sup>2</sup>	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
<b>Meat or Meat Alternate</b>				
Lean meat, poultry, or fish	1 oz	1½ oz	2 oz	2 oz
Tofu	3.84 oz or ¼ c	3.3 oz or ⅜ c	4.4 oz or ½ c	4.4 oz or ½ c
Soy product, or alternate protein products <sup>10</sup>	1 oz	1½ oz	2 oz	2 oz
Cheese	1 oz	1½ oz	2 oz	2 oz
Large egg	½	¾	1	1
Cooked dry beans/split peas	¼ cup	⅜ cup	½ cup	½ cup

Peanut butter or soy nut butter or other nut or seed butters	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened <sup>11</sup>	4 oz (½ cup)	6 oz (¾ cup)	8 oz (1 cup)	8 oz (1 cup)
<b>Attachment A (continued): MINIMUM FOOD SPECIFICATIONS</b>				
Peanuts, soy nuts, tree nuts or seeds (may be used to meet no more than 50% of the requirement, or an equivalent quantity of any combination of meal/meat alternates) (1 oz nuts/seeds=1 oz cooked lean meat poultry, or fish)	½ oz = 50%	¾ oz = 50%	1 oz = 50%	1 oz = 50%
equivalent quantity of any combination of meat/meat alternates) (1 oz nuts/seeds = 1 oz cooked lean meat poultry, or fish)				
<b>Vegetables</b> <sup>3,4</sup>	⅛ cup	¼ cup	½ cup	½ cup
<b>Fruits</b> <sup>3,13</sup>	⅛ cup	¼ cup	¼ cup	¼ cup
<b>Grains (oz eq)</b> <sup>5, 6, 7</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Bread product (such as biscuit, roll, muffin)	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

## CACFP Meals for Children 1 - 18 years

- <sup>1</sup> Water must be available upon request to children throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food. Young children must be asked if they want water.
- <sup>2</sup> Milk must be unflavored whole milk for children one year of age (12-23 months). Milk must be unflavored low-fat (1%) or unflavored fat-free (skim) for children two through five years of age. Milk must be unflavored low-fat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for participants 6 years and older.
- <sup>3</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement one time per day.
- <sup>4</sup> Lunch and supper must include one fruit and one vegetable **OR** two vegetables. When two vegetables are served two different kinds of vegetables must be served.
- <sup>5</sup> At least one serving per day must be whole grain-rich across all eating occasions at each site. Grain-based desserts do not count towards meeting the grains component requirement.
- <sup>6</sup> Ounce equivalents will be used to determine the quantity of creditable grains by October 1, 2019.
- <sup>7</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).
- <sup>8</sup> Only one of the two required components for snack may be a beverage.
- <sup>9</sup> Meat and meat alternates may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.
- <sup>10</sup> Alternate protein products must meet 7CFR Part 226, Appendix A requirements. A CN label or product formulation statement is required to serve combination foods.
- <sup>11</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- <sup>12</sup> All five components must be served for a reimbursable lunch and/or supper. Offer versus serve is an option only for at-risk afterschool participants.
- <sup>13</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs..

### Abbreviations

- Tbsp. = Tablespoon
- cup = measuring cup (8 ounces)
- oz eq = ounce equivalent
- fl oz = fluid ounces
- RTE = ready-to-eat (cereals)

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS  
**CACFP Meals for Adults in Care**  
 Child and Adult Care Food Program

<b>Food Components and Food Items</b>  It is recommended that water be available upon request for adult CACFP participants throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food.	<b>Breakfast</b>  Offer all three components for a reimbursable meal.  The adult may decline 1 of 4 items.	<b>Lunch</b>  Offer all five components for a reimbursable meal.  The adult may decline 2 of 5 items.	<b>Supper</b>  Offer all four components for a reimbursable meal.  The adult may decline 1 of 4 items.	<b>Snack<sup>1</sup></b>  Serve two of five components for a reimbursable meal.  The adult must be served 2 components.
<b>Fluid Milk</b> <sup>2,3</sup>	8 fl oz (1 cup)	8 fl oz (1 cup)	8 fl oz (1 cup) <b>Optional</b>	8 fl oz (1 cup)
<b>Meat or Meat Alternate</b> <sup>4</sup>				
Lean meat, poultry, or fish		2 oz	2 oz	1 oz
Tofu		4.4 oz or ½ cup	4.4 oz or ½ cup	3.84 oz or ¼ cup
Soy product, or alternate protein products <sup>5</sup>		2 oz	2 oz	1 oz
Cheese		2 oz	2 oz	1 oz
Large egg		1	1	½
Cooked dry beans/split peas		½ cup	½ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters		4 Tbsp	4 Tbsp	2 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened <sup>3,6</sup>		8 oz or 1 cup	8 oz or 1 cup	4 oz or ½ cup
Peanuts, soy nuts, tree nuts or seeds <sup>7</sup>		1 oz = 50%	1 oz = 50%	1 oz
<b>Attachment A (continued): MINIMUM FOOD SPECIFICATIONS</b>				

<b>Food Components and Food Items</b> It is recommended that water be available upon request for adult CACFP participants throughout the day and at mealtimes. Water does not fulfill any meal component and must not replace any required food.	<b>Breakfast</b>  Offer all three components for a reimbursable meal.  The adult may decline 1 of 4 items.	<b>Lunch</b>  Offer all five components for a reimbursable meal.  The adult may decline 2 of 5 items.	<b>Supper</b>  Offer all four components for a reimbursable meal.  The adult may decline 1 of 4 items.	<b>Snack<sup>1</sup></b>  Serve two of five components for a reimbursable meal.  The adult must be served 2 components.
<b>Vegetables, Fruits, or portions of both <sup>8</sup></b>	½ cup			
<b>Vegetables <sup>8,9</sup></b>		½ cup	½ cup	½ cup
<b>Fruits <sup>8,9</sup></b>		½ cup	½ cup	½ cup
<b>Grains (oz eq) <sup>4, 10, 11</sup></b>				
Whole grain-rich or enriched bread	2 slices	2 slices	2 slices	1 slice
Bread product (such as biscuit, roll, muffin)	2 servings	2 servings	2 servings	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal, cereal grain, and/or pasta	1 cup	1 cup	1 cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>12, 13</sup>				
Flakes or rounds	2 cups			1 cup
Puffed cereal	2½ cups			1¼ cups
Granola	½ cup			¼ cup

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

# CACFP Meals for Adults in Care

- <sup>1</sup> Only one of the two required snack components may be a beverage.
- <sup>2</sup> Milk must be unflavored low-fat (1%), unflavored fat-free (skim), or flavored fat-free (skim) milk for adult CACFP participants.
- <sup>3</sup> For adult CACFP participants, 6 ounces (weight) or  $\frac{3}{4}$  cup (volume) yogurt may be used to meet the equivalent of 8 ounces fluid milk once per day when yogurt is not served as a meat alternate in the same meal. It is recommended to serve water at meals or snacks when yogurt substitutes for milk.
- <sup>4</sup> Meat and meat alternates may be used to meet the entire Grains requirement a maximum of three times a week for breakfast only. One ounce of meat and meat alternates is equal to one ounce equivalent of Grains.
- <sup>5</sup> Alternate protein products must meet 7CFR Part 226, Appendix A requirements and Iowa Handy Guide to Creditable Foods List. A Child Nutrition (CN) label or product formulation statement is required.
- <sup>6</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- <sup>7</sup> Peanuts, soy nuts, tree nuts or seeds may be used to meet no more than 50% of the requirement at lunch/supper, or an equivalent quantity of any combination of meat/meat alternates.  
(1 oz nuts/seeds = 1 oz cooked lean meat poultry, or fish)
- <sup>8</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal per day, including snack.
- <sup>9</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- <sup>10</sup> At least one serving per day must be whole grain-rich across all eating occasions at each site. Grain-based desserts do not count towards meeting the grains requirement.
- <sup>11</sup> Ounce equivalents are used to determine the quantity of creditable grains by October 1, 2019.
- <sup>12</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21 grams sucrose and other sugars per 100 grams of dry cereal).
- <sup>13</sup> The ready-to-eat breakfast cereals minimum serving size specified in this section must be served by October 1, 2019. Until October 1, 2019, the minimum serving size for any type of ready-to eat breakfast cereals may be  $1\frac{1}{2}$  cups for adult CACFP participants

Abbreviations:

- Tbsp. = Tablespoon
- cup = measuring cup (1 cup = 8 ounces)
- oz eq = ounce equivalent
- fl oz = fluid ounces

**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.**

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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.

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SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

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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.

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**Name/Address of Organization**

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**Name/Title of Submitting Official**

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**Signature**

---

**Date**

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

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

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee      Tier _____, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>	
Congressional District, if known:	Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>	
<b>8. Federal Action Number, if known:</b>	<b>CFDA Number, if applicable:</b> _____	
<b>10a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)	<b>9. Award Amount, if known:</b> \$ _____	
<b>11. Amount of Payment</b> (check all that apply): \$ _____  _____ Actual    _____ Planned	<b>10b. Individuals Performing Services</b> (include address if different from 10a.) (last name, first name, middle)	
<b>13. Form of Payment</b> (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____	<b>12. Type of payment</b> (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____	
<b>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:</b>	<b>14. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No _____	
<b>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.</b>	Attach Continuation Sheet(s) SF-LLL-A (if necessary)	
<b>Federal Use Only:</b>	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
	<b>Authorized for Local Reproduction Standard Form -- LLL</b>	

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

## **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.
  1. 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.
    1. 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.
    2. 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.
    3. 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.
    4. 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."
    5. 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.



**Oregon City School District  
School Board Meeting**

**2122-432 Authorize Reduction in Force of Staff Members**

**Contact: Kyle Laier**

**Recommendation:**

Approve

**2122-432 AUTHORIZE REDUCTION IN FORCE OF STAFF MEMBERS**

**WHEREAS**, the district has experienced a significant enrollment decline following the onset of COVID-19 pandemic;

**WHEREAS**, projected floor funding for the district is estimated to be inadequate for funding the current staffing during the 2022-23 school year;

**WHEREAS**, state law clearly allows layoffs of licensed staff members and administrators due to lack of funds or adjustment or elimination of classes due to administrative decision; and

**WHEREAS**, the collective bargaining agreements with both licensed and classified employees clearly allow for staff layoffs; and

**WHEREAS**, the primary purpose of the Oregon City School District is to provide education services to students,

**THEREFORE, BE IT RESOLVED**, that the Board of Directors declares a Reduction in Force of School Social Workers for the 2022-23 school year and the superintendent will take the required steps necessary to balance the district's budget.

**Oregon City School District  
School Board meeting**

**2122-249 Adopt Recommended Professional Agreement with Oregon City School  
Administrators for 2021-22**

**Contact: John Ogden**

**Discussion:**

Representatives of the Oregon City School District Administrators and the Board of Education of the Oregon City School District have conferred and agreed to the summarized terms below:

Compensation

- 2% Cost of Living Adjustment (COLA) increase (**retro to July 1st**)

Insurance

- Increase by ten cents (**retro to July 1st**)

These terms extend through the 2021-22 school year and are congruent with the agreement with OCEA and OSEA.

**Recommendation:**

Approve

**2122-249 ADOPT RECOMMENDED PROFESSIONAL AGREEMENT WITH OREGON CITY  
SCHOOL ADMINISTRATORS FOR 2021-22**

BE IT RESOLVED that the Board of Education of Oregon City School District adopts the recommended Professional Agreement between the Administrators and the Board for the 2021-22 school year.

**Oregon City School District  
School Board Meeting**

**2122-248 Approve Facility Use Fee Schedule for 2022-2023 Fiscal Year**

**Contact: Michael Sweeten**

**Recommendation:**

Approve

**2122-248 APPROVE FACILITY USE FEE SCHEDULE FOR 2022-2023 FISCAL YEAR.**

Whereas, the board has determined that the facility Use Fee Schedule is to be reviewed and/or revised by July 1 in preparation for the upcoming fiscal year; therefore;

BE IT RESOLVED that the following "facility use fee schedule" be approved, effective July 1, 2022.

<b>Oregon City School District Facility Use Fee Schedule</b>	<b>Hourly For Profit</b>	<b>Hourly Non-Profit Under 25 people</b>	<b>Hourly Non-Profit Over 25 people</b>	<b>Hourly On Contract- Special facility Use Agreement:</b>
<b><i>High School Gymnasiums:</i></b>				
CAIS - Main	95.77	47.36	55.60	55.60
CAIS - Upper	82.11	47.36	55.60	55.60
OCHS - Large	108.94	47.36	55.60	55.60
OCHS - Small Upstairs	88.02	47.36	55.60	55.60
OCHS - Auxillary	88.02	47.36	55.60	55.60
OCSLA - Main	68.11	47.36	55.60	55.60
<b><i>Middle School Gymnasiums:</i></b>				
Gardiner- Large	108.94	47.36	55.60	55.60
Gardiner - Small	88.02	47.36	55.60	55.60
Gardiner - Both Gyms	196.96	47.36	55.60	55.60
Tumwata - Large	82.11	47.36	55.60	55.60
Tumwata - Small	68.11	47.36	55.60	55.60
Tumwata - Both Gyms	150.22	47.36	55.60	55.60
<b><i>Elementary School Gymnasiums:</i></b>				
Beavercreek	68.11	47.36	55.60	55.60
Candy Lane	68.11	47.36	55.60	55.60
Gaffney Lane	68.11	47.36	55.60	55.60
Holcomb	68.11	47.36	55.60	55.60
Jenning Lodge	68.11	47.36	55.60	55.60
John McLoughlin	68.11	47.36	55.60	55.60
Redland	68.11	47.36	55.60	55.60
<b><i>Middle School Turf Fields:</i></b>				
Gardiner - Soccer Field	100.00	100.00	100.00	As Agreed
Gardiner - Football/LaCrosse Field Includes: Track	150.00	150.00	150.00	As Agreed
Tumwata - Football/LaCrosse Field Includes: Track	150.00	150.00	150.00	As Agreed
<b><i>Cafeteria/Commons:</i></b>				
CAIS - Cafeteria	\$88.02	74.80	84.80	84.80
OCHS - Commons-Upper	148.76	93.63	103.63	103.63
OCHS - Commons-Lower	148.76	93.63	103.63	103.63
OCHS - Commons-Upper & Lower	297.52	187.26	207.26	207.26
<b><i>Auditoriums:</i></b>				
Barclay	102.61	88.25	98.25	98.25
OCHS	228.36	130.7	140.70	140.70
<b><i>Gym w/ Stage:</i></b>				
Eastham - Community School	104.61	84.61	94.61	As Agreed
Gardiner - MS Timber Hall	170.60	150.60	160.60	As Agreed
Jennings Lodge - Elementary	104.61	84.61	94.61	As Agreed

***Classrooms:***

<b>CAIS</b>	71.76	51.76	61.76	61.76
<b>OCSLA</b>	71.76	51.76	61.76	61.76
<b>OCHS</b>	71.76	51.76	61.76	61.76
<b>OCHS Presentation Classroom</b>	101.76	81.76	91.76	91.76

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***Pioneer Memorial Stadium:***

<b>W/O Lights</b>	301.76	301.76	301.76	As Agreed
<b>W/ Lights</b>	351.76	351.76	351.76	As Agreed

\*No discount on stadium rental

\*Facility Use Dept. does not rent out the concession stand, JumboTron, Scoreboard.

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***Parking Lots:***

<b>Elementary School</b> Parking Lot	35.00	15.00	25.00	25.00
<b>Jackson Street</b> Parking Lot	50.00	30.00	40.00	40.00
<b>OCHS</b> Parking Lot	80.00	60.00	70.00	70.00
<b>Pioneer Memorial</b> Stadium	50.00	30.00	40.00	40.00

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## Facility Use Fees Information 2022-2023

### **Explanation of Categories & Special Notes:**

The Oregon City School Board encourages the use of school district facilities by community members for recreation, education, and service activities. The following categories have been established to determine the priority for facility use and the appropriate fees to help offset the expenses associated with providing these services.

#### **Category: Hourly**

**Includes space rental, .25 custodial fee=\$11.60, .25 facility coordinator fee = \$9.00., on-site supervisor = \$33.45/hr.**

#### **Category: Non-Profit - Under 25 people**

**Does not pay the \$10 rental space fee. Does include .25 custodial fee=\$11.60, .25 facility coordinator fee = \$9.00., on-site supervisor = \$33.45/hr.**

#### **Category: Non-Profit - Over 25 people**

**Does pay the \$10 rental space fee. Does include .25 custodial fee=\$11.60, .25 facility coordinator fee = \$9.00., on-site supervisor = \$33.45/hr.**

#### **Category: District Special Facility Use Agreement**

**Does pay the \$10 rental fee. Does include .25 custodial fee=\$11.60, .25 facility coordinator fee = \$9.00., on-site supervisor = \$33.45/hr.**

#### **Special Notes:**

1. All rentals require a Certificate of Liability Insurance no less than \$1,000,000,000 prior to start date of facility rental.
2. Non-Profit Organizations must show proof of non-profit status.
3. School District Sponsored Events and Individual School Sponsored Events are “no fee” status.
4. Site Supervisor is required to be in the building with the facility rental user at all times while building is in use.
5. All building use fees are to be prepaid directly to Oregon City Community Education’s Facility Rental Use Department.

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The above facility Use Categories and Special notes were adopted by the school board on June 13, 2022 as Resolution 2122-248.

**Oregon City School District  
School Board Meeting**

**2122-250 Adopt Plan of Action to Address Audit Finding**

**Contact: Elaine Fagan**

**Discussion:**

When a municipality's financial audit results in deficiencies (findings) communicated by the auditor, the municipality must adopt a plan of action to address those deficiencies. A copy of that plan must be filed with the Secretary of State (ORS 297.466(2)). The below resolution is to adopt the plan of action for addressing the deficiency communicated by the District's auditors for the year ended June 30, 2021.

**Supplementary Materials:**

Plan of Action for Oregon City School District

**Recommendation:**

Approve.

**2122-250 ADOPT PLAN OF ACTION TO ADDRESS AUDIT FINDING**

BE IT RESOLVED that the Board hereby adopts the Plan of Action to address the audit finding noted in the June 30, 2021 audit.



# Oregon City School District No. 62

*Learning to be our Best*

PO Box 2110 (1417 12<sup>th</sup> St.), Oregon City, Oregon 97045-5010

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June 13, 2022

Oregon Secretary of State,  
Audits Division  
255 Capitol St. NE, Suite #500  
Salem, OR 97310

## **Plan of Action for Oregon City School District**

Oregon City School District respectfully submits the following corrective action plan in response to a deficiency reported in our audit of fiscal year ended June 30, 2021. The audit was completed by the independent auditing firm Pauly, Rogers & Co., P.C. The firm reported the deficiency listed below. The plan of action was adopted by the governing body at their meeting on June 13, 2022, as indicated by signatures below.

The deficiency is listed below, including the adopted plan of action and timeframe for completion.

- a. Significant Deficiency FS-2021-1 – Bank reconciliations during the year were not prepared in a timely manner. The auditors recommend that all District bank reconciliations are prepared in a timely manner (within one month after the statement date).
- b. Management agrees with this finding and will put controls in place to ensure that all District bank reconciliations are prepared in a timely manner (within one month after the statement date) moving forward.
- c. Management began reconciling the bank statements within one month after the statement date beginning in February 2022.

\_\_\_\_\_  
Mandi Philpott, Board Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kyle Laier, Superintendent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Elaine Fagan, CFO

\_\_\_\_\_  
Signature



**Oregon City School District  
School Board Meeting**

**2122-251 A RESOLUTION OF THE BOARD OF DIRECTORS OF OREGON CITY SCHOOL DISTRICT NO. 62 APPROVIING THE ACQUISTION OF PROPERTY LOCATED AT 15644 S OLD ACRES LANE, OREGON CITY, OREGON, AND AUTHORIZING THE SUPERINTENDENT TO NEGOTIATE AND EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION**

**CONTACT: MICHAEL SWEETEN**

**Discussion:**

Information provided below.

**Recommendation:**

Approve.

**2122-251 A RESOLUTION OF THE BOARD OF DIRECTORS OF OREGON CITY SCHOOL DISTRICT NO. 62 APPROVIING THE ACQUISTION OF PROPERTY LOCATED AT 15644 S OLD ACRES LANE, OREGON CITY, OREGON, AND AUTHORIZING THE SUPERINTENDENT TO NEGOTIATE AND EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION**

WHEREAS, the Board of Directors (the "Board") of Oregon City School District No. 62 (the "District") has the right to acquire interests in real property needed for school purposes under ORS 332.155;

WHEREAS, the superintendent recommends that it is in the best interest of the District to acquire property located at 15644 S. Old Acres Lane, Oregon City, Oregon, (the "Property"), because it is adjacent to an existing District--owned property and is needed to enlarge the site for a future middle or elementary school to support current and future residential development in the area;

WHEREAS, the District and Sarabeth Pompel and Jason Pompel ("Owners") have negotiated a purchase and sale agreement for the Property in the amount of \$720,000 plus closing costs and subject to a 36-month lease back agreement; and

WHEREAS, such purchase and the lease back agreement must be approved by the Board under ORS 332.155;

THEREFORE, BE IT RESOLVED THAT:

1. The Board approves acquisition of the property for future school use in the amount of \$720,000 plus closing costs and subject to a 36 month lease back agreement.

2. The Board authorized the superintendent to negotiate and execute all documents on behalf of the District necessary to close the transaction, including without limitation, the Purchase and Sale Agreement and the lease back agreement with the Owners.

This Resolution shall take effect on \_\_\_\_\_.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, by Oregon City School District No. 62.

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Interim Superintendent Signature

**Oregon City School District  
School Board Meeting**

**2122-252 A RESOLUTION OF THE BOARD OF DIRECTORS OF OREGON CITY SCHOOL DISTRICT NO. 62 APPROVIING THE ACQUISTION OF PROPERTY LOCATED AT 20410 SOUTH BEAVERCREEK ROAD, OREGON CITY, OREGON, AND AUTHORIZING THE SUPERINTENDENT TO NEGOTIATE AND EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION**

**CONTACT: MICHAEL SWEETEN**

**Discussion:**

Information provided below.

**Recommendation:**

Approve.

**2122-252 A RESOLUTION OF THE BOARD OF DIRECTORS OF OREGON CITY SCHOOL DISTRICT NO. 62 APPROVIING THE ACQUISTION OF PROPERTY LOCATED AT 20410 SOUTH BEAVERCREEK ROAD, OREGON CITY, OREGON, AND AUTHORIZING THE SUPERINTENDENT TO NEGOTIATE AND EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION**

WHEREAS, the Board of Directors (the "Board") of Oregon City School District No. 62 (the "District") has the right to acquire interests in real property needed for school purposes under ORS 332.155;

WHEREAS, the superintendent recommends that it is in the best interest of the District to acquire property located at 20410 South Beaver creek Road, Oregon City, Oregon, (the "Property"), because it is adjacent to an existing District--owned property and is needed to enlarge the site for a future middle or elementary school to support current and future residential development in the area;

WHEREAS, the District and Sandra Labahn & Carl Labahn ("Owners") have negotiated a purchase and sale agreement for the Property in the amount of \$841,000 plus closing costs and subject to a 60-month lease back agreement; and

WHEREAS, such purchase must be approved by the Board under ORS 332.155;

THEREFORE, BE IT RESOLVED THAT:

1. The Board approves acquisition of the property for future school use in the amount of \$841,000 plus closing costs and subject to a 60-month lease back agreement.

2. The Board authorized the superintendent to negotiate and execute all documents on behalf of the District necessary to close the transaction, including without limitation the Purchase and Sale Agreement.

This Resolution shall take effect on \_\_\_\_\_.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, by Oregon City School District No. 62.

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
Interim Superintendent Signature

**Oregon City School District  
School Board Meeting**

**2122-253 Approval of Contracts in Excess of \$150,000 for the 2021-22 School Year**

**Contact: Elaine Fagan**

**Discussion:**

The School Board is required to approve contracts in excess of \$150,000 per our District Purchasing Policy DJ. These are new contracts or modifications since the Board approved contracts over \$150,000 in October 2021 (2122-225). They do not include contracts already approved by the Board in previous School Board Meetings.

Contractor	Contract Term	Contract Type	Description of Services	Approved October 2122-225	Revised Amount	Area Responsible
<b>TRANSPORTATION</b>						
Petrocard - Key/Card Contract	7/1/21-6/30/2022	Fuel - ORPIN Cooperative State Contract - #8519	Fuel for Buses and Maintenance Vehicles	500,000.00	650,000.00	Operations
Peterson Trucks	7/1/21 through 6/30/22	Cooperative Procurement	School Buses		2,341,778.17	Transportation
<b>BOND</b>						
Newjee, LLC	7/1/21 through 6/30/22	Cooperative Procurement	Furniture		250,000.00	Bond Office
School Specialty	7/1/21 through 6/30/22	Cooperative Procurement	Furniture		230,000.00	Bond Office
Ward's Media Tech Inc	7/1/21 through 6/30/22	Cooperative Procurement	Technology Equipment		325,000.00	Bond Office
<b>OUT OF DISTRICT PLACEMENT CONTRACTS</b>						
Clackamas Community College	7/1/21 through 6/30/22	IGA	College Classes - CTE, Advanced College Credit	600,000.00	650,000.00	Administration
<b>Operations</b>						
PACE	7/1/21 through 6/30/22	Cooperative - OSBA - Pooling Agreement	District Insurance	650,000.00	670,000.00	Operations
Sonitrol Pacific	7/1/21 through 6/30/22	Sole Source Vendor	System - included upgrade, building upgrades, monthly charges	450,000.00	500,000.00	Operations & Bond Office
SAIF Corporation	7/1/21 through 6/30/22	State Chartered Agency - Yearly Contract through Insurance Broker	Worker's Compensation Insurance	250,000.00	350,000.00	Operations
<b>OTHER</b>						
Amazon.com, LLC	7/1/21 through 6/30/22	Cooperative Procurement	School and Office Supplies		250,000.00	District Wide
<b>RFP - Request for Proposal, OETC - Oregon Education Technology Consortium, ORPIN - Oregon Procurement Information Network</b>						

**Recommendation:**

Approve.

**2122-253 APPROVAL OF CONTRACTS IN EXCESS OF \$150,000 FOR THE 2021-22 SCHOOL YEAR**

BE IT RESOLVED that the above contract modifications be approved for the 2021-22 school year.