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

Work Session Agenda:
- Pioneer Stadium Update
- Policy Development

The Board of Education will meet in Regular Session beginning at 7:00 p.m. in the District Board Room at the Jackson Building, 1306 12th Street, Oregon City.

Please silence all electronic devices before the meeting begins.

Regular Meeting Agenda:

1. CALL TO ORDER

2. FOCUS ON LEARNING
   Intervening with Struggling Readers: Curriculum Pilot Results

3. RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS
   Trades Tour - Oregon City Service Learning Academy
   Clackamas Promise Grant Summer Programs - Larry Didway

4. PATRON INPUT
   Visitors who have not previously arranged with the Superintendent to appear before the Board may be heard by signing in on the form found beside the agenda packets near the door.

5. REPORTS
   César E. Chávez Leadership Conference - Oregon City High School
   Comprehensive Health Education Plan - Carol Sanders
   Bond Renewal Planning - Wes Rogers

6. BOARD COMMUNICATION
   Ex Officio Members: OCHS, OCEA and OSEA representatives

7. DISCUSSION
   First Reading of Policies I - Mary Larson
   Budget Development - Susan Dodd
   2018-19 Calendar - John Ogden

8. ACTION ITEMS

   A. CONSENT AGENDA
      1. Approve minutes: March 12, 2018 Regular Session
      2. 1718-18 Approve Licensed Appointments
      3. 1718-109 Approve Added Duty Appointments
B. 1718-439 Adopt Oregon City School Board Policy Section J
   JB Equal Educational Opportunity
   JB-AR Procedure for Equal Educational Opportunity
   JBA/GBN Sexual Harassment
   JBA/GBN-AR Sexual Harassment Complaint Procedure
   JE Attendance
   JEA Compulsory Attendance**
   JEA-AR Compulsory Attendance Notices and Citations**
   JEBA Early Entrance**
   JEBA-AR(2) Early Entrance into First Grade**
   JECA Admission of Resident Students**
   JECAC/GBH Staff/Student/Parent Relations**
   JECB Admission of Nonresident Students
   JED Student Absences and Excuses**
   JEDA Truancy
   JEF Release Time for Students**
   JEFB Release Time for Religious Instruction**
   JF/JFA Student Rights and Responsibilities**
   JFC Student Conduct and Discipline**
   JFCA Student Dress and Grooming**
   JFCF Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/
   Domestic Violence Student **
   JFCF-AR Harassment/Intimidation/Bullying/Cyberbullying/ Teen Dating Violence
   Complaint Procedures Student
   JFCFA/GBNAA Cyberbullying
   JFCG/JFCH/JFCI Use of Tobacco, Alcohol or Drugs
   JFCG/KGC/GBK Tobacco-Free Environment Prohibited Use, Possession,
   Distribution or Sale of Tobacco Products and Inhalant Delivery Systems
   JFCH Alcohol
   JFCI Substance/Drug Abuse
   JFCJ Weapons in the Schools
   JFCM Threats of Violence**
   JFE Pregnant and Parenting Students
   JFE-AR Individualized Plan for Pregnant and/or Parenting Teens
   JFF Married Students
   JFG Student Searches**
   JFG-AR Student Searches**
   JGA Corporal Punishment**
   JGDA/JGEA Discipline of Students with Disabilities**
   JGDA/JGEA-AR Discipline of Students with Disabilities**
   JHCCA Students - HIV, HBV and AIDS**
   JHFDA Suspension of Driving Privileges
   JHFDA-AR(1) Request for a Suspended Driving Privilege - Conduct
   JHFDA-AR(2) Notice of Withdrawal
   JHF E Reporting of Suspected Abuse of a Child
   JHFE-AR Reporting of Suspected Abuse of a Child
   JHFF Reporting Requirements Regarding Sexual Conduct with Students
   JHFF-AR Sexual Conduct Complaint Form
   JI Student Awards and Scholarship
   JN Student Fees, Fines and Charges**
JN-AR Student Fees, Fines and Charges Procedures**
JO/IGBAS Education Records/Records of Students with Disabilities**
JO/IGBAS-AR Education Records/Records of Students with Disabilities Management
JOB Personally Identifiable Information**
JOC Legal Names of Students
C. 1718-236 Approve Renewal of Food Service Management Contract with Sodexo for the 2018-19 Fiscal Year
D. 1718-237 Approve Contracts for Renovation of Pioneer Memorial Stadium
E. 1718-440 Approve 2018-19 & 2019-20 Calendars
F. 1718-441 Proclaim May 7-11, 2018, to be Teacher Appreciation Week
G. 1718-238 Approve Surplus Property Declaration

9. Other items requiring action by the Board (addendum)

10. ADJOURNMENT

**Following the Regular Session, the Board of Education will meet in Executive Session, in Room 115 at Jackson Building, 1306 12th Street, Oregon City, to discuss bargaining and property matters pursuant to ORS 192.660(2)(d) and (e).

NOTICE TO MEDIA: In accordance with ORS 192.660(4) regarding Executive Sessions, news media representatives may not be allowed to attend portions dealing with collective bargaining strategy or consideration of student expulsion. All other matters discussed in Executive Session must remain undisclosed.

Executive Session Agenda:

- Collective Bargaining
- Property

NEXT MEETINGS:
April 16, 2018, Work Session
May 14, 2018, Regular Session
Oregon City School District

School Board Meeting
Consent Agenda

Approve Minutes of March 12, 2018

The Board of Education of Oregon City Schools met in regular session on March 12, 2018, beginning at 7:08pm. Members present were: Director Seward, Director Storey, Director Gwozdz, Director Tekorius, Director Spiers, Director Curteman and Director White. Present from Administration: Larry Didway, Superintendent, John Ogden, Director of Human Resources, Carol Sanders, Director of Teaching & Learning, Cyndi Panko, Director of Special Services, Mike Loretz, Director of Special Programs and Susan Dodd, Chief Financial Officer. Also present were exofficio members Brenda Roland, Lillie Bui, and Kathleen O’Brien. Others: 19

Director Curteman called the meeting to order, and then led the meeting attendees in the flag salute.

FOCUS ON LEARNING:
Kindergarten Connect: Kelli Rhea, Holcomb principal, shared with the Board information on the Kindergarten Connect meetings that were held at the District’s elementary schools this month. Mrs. Rhea discussed how planning was started in December for the meetings and then she shared what happens at the meetings for parents and their kindergarten students. If parents missed a meeting, Mrs. Rhea said they should contact their school as there will be other opportunities to connect.

A discussion was held on preschool outreach.

RECOGNITION AND GOOD NEWS ABOUT OREGON CITY SCHOOLS:
Larry Didway shared with the Board information on the Kaiser Thriving Schools/Chronic Absenteeism Grant. Mr. Didway said that the Clackamas Educational Service District is the grant holder and that the Oregon City School District is one of the 10 districts chosen in Clackamas County to receive funds over the next three years. The grant will fund training that will help staff learn strategies to improve student attendance, behavior and academic performance.

HOLLY FUND:
Carol Sanders introduced Joey Leonetti, whose wife was a teacher in the District who passed away in 2015. Joey gave who gave a recap of living in the District and being a parent. He then talked about the Holly Fund which for the last 2 years has been used in support of teachers through Professional Learning, materials and activities in the area of improving student literacy. Mr. Leonetti shared examples of funds being used and then said is always looking and soliciting funds to keep the fund going. A thank you was given to Mr. Leonetti from the Board for his support.

PATRON INPUT: None

REPORTS:
SCHOOL SAFETY: Larry Didway shared slide presentation regarding school safety. The slides included information on what is being done in buildings, key safety and security measures used throughout the District and recent safety improvements implemented. Mr. Didway also shared information on additional needs short term and long term.
Patron Input was given by Adam Schultz. A discussion was held.

BOND DEVELOPMENT: Wes Rogers updated the Board on the bond process. Mr. Rogers shared that patrons can go to the District website for additional information and get involved by sending their feedback via the website or give to staff. Mr. Rogers also said the District will launch a robust online and in print outreach to the community education regarding the bond.

BUDGET DEVELOPMENT: Susan Dodd, Chief Financial Officer, shared with the Board the preliminary budget projections. Mrs. Dodd said that our financial auditors were in last week. A discussion was held on funding for weighted ADM.

BOARD COMMUNICATION:
Lillie Bui, OCHS Student Council Representative, gave an update to the Board on events at Oregon City High School, including that Spring Sports are underway and finals are this week!

Kathleen O’Brien, OSEA Representative, shared with the Board that Classified Appreciation Week was a hit and gave thanks to the Board, teachers and all who treated staff well. Ms. O’Brien also said that the OSEA scholarship is available again.

Brenda Roland, OCEA Representative, shared that classified staff are appreciated by teachers, conferences are being held at elementary and middle schools on Wednesday and Thursday prior to Spring Break and there will be no school on Friday March 16th.

DISCUSSION: First Reading of Policies J: Mary Larson shared the first reading of Policy J – students. Mrs. Larson shared that the policy has been reviewed by OSBA and revised ORS or language changes are noted. Mary also explained the process of policies to be readdressed by the Board.

A discussion was held on Quarterly Board Policy Updates.

ACTION ITEMS:
Director Tekorius moved, Director White seconded to approve the consent agenda. Motion was approved: 6 to 1.

Director Storey moved, Director Gwozdz seconded to approve Resolution 1718-435 Approve Clackamas Academy of Industrial Sciences (CAIS) Charter Renewal. Motion was unanimously approved.

Director Tekorius moved, Director Spiers seconded to approve Resolution 1718-436 Approve Alliance Charter Academy (ACA) Charter Renewal. Motion was unanimously approved.

Director Storey moved, Director Seward seconded to approve Resolution 1718-437 Appointment of Brown & Brown Northwest Insurance as Insurance Agent of Record. Motion was unanimously approved.

Director Storey moved, Director White seconded to approve Resolution 1718-438 Appointment of Sodexo America, LLC as Provider of Food Service Management. Motion was approved with the change of name on resolution to Sodexo America, LLC.

Director Curteman shared the next Board meeting dates of March 19th. Work Session and April 9th will be the next Regular Session.

Meeting adjourned at 9:13pm.
Oregon City School District
School Board Meeting
Consent Agenda Continued

1718-12 Approve Licensed Appointments for 2017-18

Contact: John Ogden

Discussion:
These are teachers recommended for approval to fill vacant positions in the District for the 2017-18 school year.

Recommendation:
Approve.

1718-12 APPROVE LICENSED APPOINTMENTS FOR 2017-18
BE IT RESOLVED that the following be appointed to licensed positions for the 2017-18 school year:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kolb, Rebekah</td>
<td>LA Teacher</td>
<td>3/15/2018</td>
</tr>
<tr>
<td>OCHS</td>
<td>1.0FTE Temp</td>
<td></td>
</tr>
<tr>
<td>Mitchell, Nancy</td>
<td>SLP</td>
<td>4/5/2018</td>
</tr>
<tr>
<td>Holcomb</td>
<td>.20FTE Temp</td>
<td></td>
</tr>
<tr>
<td>Bowersox, Elizabeth</td>
<td>Learning Specialist</td>
<td>8/27/2018</td>
</tr>
<tr>
<td>Beaver Creek</td>
<td>1.0FTE Prob 3</td>
<td></td>
</tr>
<tr>
<td>Wixson, Erin</td>
<td>OT</td>
<td>8/27/2018</td>
</tr>
<tr>
<td>Special Services</td>
<td>1.0FTE Prob 2</td>
<td></td>
</tr>
</tbody>
</table>
**Oregon City School District**  
**School Board Meeting**  
**Consent Agenda Continued**

**1718-108 Approve Added Duty Appointments for 2017-18**  
**Contact: John Ogden**

**1718-108 APPROVE ADDED DUTY APPOINTMENTS FOR 2017-18**  
BE IT RESOLVED that the following be appointed to positions for the 2017-18 school year:

<table>
<thead>
<tr>
<th>Activity</th>
<th>School</th>
<th>Name</th>
<th>No. of Stipends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Afterschool</td>
<td>Ogden</td>
<td>Cathy Poppen</td>
<td>0.75</td>
</tr>
<tr>
<td>Spring Afterschool</td>
<td>Ogden</td>
<td>James Mardon</td>
<td>0.75</td>
</tr>
<tr>
<td>Track and Field</td>
<td>Gardiner</td>
<td>Scott Eagles</td>
<td>0.80</td>
</tr>
<tr>
<td>Track and Field</td>
<td>Gardiner</td>
<td>Kristin Guelsdorf</td>
<td>0.80</td>
</tr>
<tr>
<td>Track and Field</td>
<td>Gardiner</td>
<td>David Jones</td>
<td>0.80</td>
</tr>
<tr>
<td>Track and Field</td>
<td>Gardiner</td>
<td>George Serrill</td>
<td>0.80</td>
</tr>
<tr>
<td>Track and Field</td>
<td>Gardiner</td>
<td>Megan McCormick</td>
<td>0.80</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Alicia Comeau</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>April Davis</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Tina Boyd</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Kristin Ventura</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Carrie Igrisan</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Sue Ziegler</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Tami Gardner</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Birdy Pullman</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Melinda Kinsey</td>
<td>0.50</td>
</tr>
<tr>
<td>Afterschool Enrichment Club</td>
<td>Holcomb</td>
<td>Dawn Spahn</td>
<td>1.00</td>
</tr>
</tbody>
</table>
Discussion:
JECA,,JECAC/GBH, JECB, JED, JEDA, JEF, JEFB, JF/JFA, JFC, JFCA, JFCF, JFCF-AR,
JFCFA/GBNAA, JFCG/JFCH/JFCI, JFCG/KGC/GBK, JFCH, JFCI, JFCJ, JFCM, JFE, JFE-AR,
JFF, JFG, JFG-AR, JGA, JGDA/JGEA, JGDA/JGEA-AR, JHCCA, JHFDA, JHFDA-AR(1),
JHFDA-AR(2), JHFE, JHFE-AR, JHFF, JHFF-AR, JI, and JN were presented at the March
12, 2018 regular meeting for first reading and are recommended for adoption.

Recommendation:
Approve

1718-439 ADOPT OREGON CITY SCHOOL BOARD POLICY SECTION J
BE IT RESOLVED THAT Policies be approved JB, JB-AR, JBA/GBN, JBA/GBN-AR, JE, JEA,
JEA-AR, JEBA, JEBA-AR(2), JECA,,JECAC/GBH, JECB, JED, JEDA, JEF, JEFB, JF/JFA, JFC,
JFCA, JFCF, JFCF-AR, JFCFA/GBNAA, JFCG/JFCH/JFCI, JFCG/KGC/GBK, JFCH, JFCI,
JFCJ, JFCM, JFE, JFE-AR, JFF, JFG, JFG-AR, JGA, JGDA/JGEA, JGDA/JGEA-AR, JHCCA,
JHFDA, JHFDA-AR(1), JHFDA-AR(2), JHFE, JHFE-AR, JHFF, JHFF-AR, JI, and JN.
Discussion:
The current five year contract with Sodexo will end June 30, 2018. The District competitively sought proposals from vendors, and three vendors attended the mandatory pre-bid meeting and the District received only one qualified proposal from Sodexo School Services.

The District will enter into a five year contract with Sodexo for food service management services beginning with the 2018-19 fiscal year. The contract needs annual renewal by the Board.

Recommendation:
Approve.

1718-236 APPROVE FOOD SERVICE MANAGEMENT CONTRACT WITH SODEXO FOR THE 2018-19 FISCAL YEAR.

WHEREAS, the current five year contract with Sodexo School Services expires June 30, 2018, and;

WHEREAS the District used a competitive request for proposal process as prescribed by the Oregon Department Education, and;

WHEREAS the District received only one qualified proposal from Sodexo School Services, and;

WHEREAS the Board awarded the request for proposal award on March 12, 2018 to Sodexo School Services, and;

WHEREAS the Oregon Department Education has approved the attached contract, and;

WHEREAS the Board will approve all future contract renewals, therefore;

BE IT RESOLVED that the first year of the new five year food service management contract with Sodexo School Services for the 2018-19 fiscal year is hereby approved with a maximum allowable cost of $2.03 per pattern meal and meal equivalent.
OREGON DEPARTMENT OF EDUCATION

CHILD NUTRITION PROGRAMS

LEA - FSMC Contract (Fixed Price)

Between

Oregon City School District #62

And

Sodexo America, LLC

Contract Start Date: July 1, 2018
ARTICLE I
INTRODUCTION

1.1 Date of and Parties to the Agreement. This agreement, dated April 1, 2018 is between Oregon City School District #62, hereafter called the Local Education Agency (LEA), and Sodexo America, LLC, hereafter called Food Service Management Company (the FSMC):

1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the LEA retains the FSMC to manage and operate the LEA’s food service for the LEA’s students, employees, visitors, and guests.

1.3 Term of the Agreement. The initial term of this agreement commences on July 1, 2018, and continues until June 30th, 2019. The agreement is subject to maximum four (4) additional one-year renewals upon the consent of both parties, unless terminated earlier as provided in the Article concerning General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all contract provisions related to donated foods.

1.4 Integration of Terms. The terms of this agreement shall be in accordance with the Request of Proposal (RFP) and any amendments to the RFP and the proposal submitted by the FSMC, which are incorporated by reference into this agreement. In the event contradictory statements are contained in the RFP, the FSMC proposal and this agreement, the following order of precedence shall apply: agreement, RFP, FSMC proposal.

ARTICLE II
RELATIONSHIP OF THE PARTIES

2.1 Limited Agency. To the extent that the state or federal statutes or regulations require that the FSMC shall be an agent of the LEA for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the LEA’s agent for such purposes. Otherwise, FSMC shall be an independent contractor and not an officer, agent, employee, partner, joint venture, tenant or servant of the LEA.

2.2 Responsibilities of FSMC.

A. As agent, the FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the LEA in accordance with the terms and conditions of this agreement.

B. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.

D. The FSMC agrees to conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 245, 250 and FNS instructions and policies as applicable.

E. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, as to all employees engaged by it in the performance of this agreement.

F. The FSMC agrees to procure processed end products from donated foods on behalf of the LEA in accordance with 7 CFR 250.

G. The FSMC agrees to furnish the LEA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

H. The FSMC agrees that it will not itself enter into the processing agreement with the processor.

I. The FSMC agrees to comply with the storage and inventory management requirements for donated foods. 7 CFR 250.14(b)

J. The FSMC agrees to comply with the SFA’s free and reduce priced meal policies. The information cannot be used or possessed by the FSMC for any use other than to determine eligibility for free and reduced meals.

K. The FSMC will following the LEA’s established policy regarding marketing/advertising within school district buildings.

2.3 Rights of LEA.

A. The LEA shall supervise and retain control of the FSMC’s daily operation of the food service described in this agreement; retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices. Authorized representatives of the LEA shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this agreement to ensure conformance with program regulations through periodic on-site visits. 7 CFR 210.16(a)(2)(3)(4).

B. The LEA may make reasonable regulations with regard to all matters under its’ supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
C. The LEA shall retain control of the school food service account and overall financial responsibility for the school nutrition program. 7 CFR 210.19(a)(1).

D. The LEA shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced Price Policy Statement, and all claims for reimbursement. 7 CFR 210.9(a)(b); 210.16(a)(5).

E. The LEA shall be responsible for all contractual agreements entered into in connection with the school nutrition program. 7 CFR 210.21; 210.19(a)(1); and 3015.

F. The LEA shall implement internal controls and ensure resolution of program review and audit findings. 7 CFR 210.8(a), 210.9(b)(17),210.18(k)(1)(2).

G. The LEA shall provide a 21-day cycle menu. (Attached as Appendix A). The FSMC must adhere to the cycle menu for the first 21 days of meal service, and any changes made thereafter may be made only with approval of the LEA. 7 CFR 210.16(b)(1).

H. The LEA shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(a)(8).

I. The LEA shall maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. 7 CFR 210.16(a)(7).

J. The LEA shall distribute and collect the parent letter and application for free and reduced price meals. 7 CFR 245.6.

K. The LEA shall establish a policy for providing meals to students without adequate funds. The LEA policy will protect students by providing equal services to all students. The FSMC will defer to the LEA’s policy in providing meals. The FSMC will bill the LEA for the meals served with the LEA payment from funds other than non-profit food service funds.

L. The LEA shall determine eligibility and verify applications for free and reduced price meal benefits and conduct any hearings related to such determinations. 7 CFR 245.6, 6a, 7, 10.

M. The LEA shall assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. 7 CFR 210.9(b)(15).

N. The LEA shall establish commodity processing agreements. 7 CFR 250.51(a).

O. The LEA shall retain title to donated foods. 7 CFR 210.16(a)(6).
ARTICLE III
FOOD SERVICE PROGRAM

3.1 Location. The FSMC shall prepare and serve meals for the schools/sites listed in Appendix A. The LEA and the FSMC may agree to add other locations.

3.1a Programs. The FSMC shall prepare and serve meals for the LEA acting as a sponsor of one or more of the following USDA Child Nutrition Programs. The LEA must check only those that will be applicable to this contract.

- X National School Lunch Program (NSLP)
- X School Breakfast Program (SBP)
- □ Special Milk Program (SMP)
- X After School Snack Program
- □ Fresh Fruit and Vegetable Program (FFVP)
- X Child and Adult Care Food Program (CACFP)

And provide meals only to the following USDA Child Nutrition Programs:
- X Summer Food Service Program (SFSP)
- X At Risk Snacks/Suppers, and Child Care Programs

Other Services:
- X Catering
- X Contract Meals
- X A la carte Sales
- X Adult Meals
- □ Vending/Concessions

The FSMC shall provide meals that meet all USDA meal pattern requirements as described in 7 CFR 210.10, 220.8, 225.15, and 226.20, as applicable.

3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as Appendix B. For the first twenty-one (21) days of food service, FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the LEA. Changes in the menu may later be made with approval of the LEA. 7 CFR 210.16 (b) (1).

3.3 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, and a la carte food in accordance with the following terms:

A. All reimbursable lunches, breakfasts, suppers and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, and 220.8, 225.16 and 226.20, as applicable.

B. Prices to be charged for meals, and snacks during the current contract year shall be established by the LEA (7CFR 210.16(a)(4)).

C. The LEA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for
eligible students. Both the LEA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals.

D. The FSMC shall collect gross sale receipts, on behalf of the LEA, for cash-paid meals, a la carte items, and vending items. Gross cash receipts shall be turned over daily to the LEA.

3.4 Nutrition Awareness Programs. In cooperation with the LEA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 Special Diets. The FSMC shall supply special diets for students where medically necessary and when prescribed by a licensed physician for disabled students, or medical practitioner, for non-disabled students, in accordance with USDA and ODE regulations, and approved in writing by the LEA.

3.6 Food Committee and Advisory Board. The FSMC shall cooperate with the LEA’s Food Service Advisory Committee, consisting of students, parents, and LEA staff in developing menus and other food service programs.

3.7 Catering. Upon request by the LEA, the FSMC shall provide catered food service at times and prices mutually agreed upon. For all LEA sponsored and third party functions catered by the FSMC, the FSMC shall prepare and submit prenumbered invoices to appropriate administrators of the LEA and representatives of third party organizations, which will be paid to the LEA directly. Such invoices will be submitted by the FSMC by the end of the current month. Any invoice payments received by the FSMC shall be immediately delivered to the LEA’s Accounting Department. The LEA shall be responsible for collecting amounts due on food service accounts receivable invoices. The FSMC shall provide the LEA with copies of invoices and an invoice control log within ten (10) days after the end of each month. Costs of catered functions shall not be supported by the nonprofit food service account funds.

3.8 Environmental Protection Agency Compliance. In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA’s “List of Violating Facilities.”

3.9 Energy Policy and Conservation Act Compliance. The LEA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

3.10 Contract Work Hours and Safety Standards Act Compliance. In performance of this agreement, and as employer for all management food service employees and non-
management foodservice employees as referenced in 4.2 of this agreement, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

3.11 **Debarment Certification.** The FSMC shall complete and submit to LEA the Certification Regarding Debarment. The LEA shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.12 **Lobbying.** Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the LEA a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities. The LEA shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.13 **“Buy American” Provision.** Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products with non profit school food service account funds.

ARTICLE IV
MANAGEMENT AND PERSONNEL

4.1 **FSMC Management and Professional Employees.** The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein.

4.2 **Non-Management Employees.** All non-management food service employees shall be employees of the LEA with exception of the FSMC hourly employees listed in the Districts Request for Proposal. The FSMC managers shall direct and supervise the LEA’s food service employees as well as the FSMC’s employees.

4.3 **Student Workers.** The LEA has a policy of providing work experience for its students as part of the educational curriculum. In furtherance of that policy, the LEA may assign students for work in the food service operation in such numbers as are agreed upon between the LEA and the FSMC.

4.4 **Payroll and Taxes.** The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security, and unemployment taxes and workers’ compensation payments.

4.5 **Workers’ Compensation Insurance.** The FSMC shall procure Workers’ Compensation Insurance or shall maintain a system of self-insurance in conformance
with applicable state law covering its employees and shall provide proof of such coverage or system to the LEA.

4.6 **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.

This institution is an equal opportunity provider.

ARTICLE V
INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

5.1 **Inventories of Food and Supplies.** Prior to the commencement of the term of this agreement, the existing food and operational supplies shall be delivered and charged to the FSMC for the performance of this agreement. The cost of food and operational supplies ordered by FSMC on behalf of the LEA in performance of this agreement shall be paid for by the FSMC. The inventory of food and operational supplies shall remain the FSMC’s property.
A. Any federally donated commodities received by the LEA and made available to the FSMC shall be used only for the benefit of the LEA’s nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. Bonus commodity items must be used to reduce the cost of meals, but not replace purchased products. The value of commodities is the average USDA purchase price as listed by ODE. Notwithstanding the foregoing, if, upon termination of the Agreement, there remains USDA donated commodities that have not been used but have been credited (other than ground pork, ground beef, or processed end products), then the LEA may, at its discretion and in accordance with USDA regulations, mutually agree with the current FSMC on other use or disposition of such commodities. This agreement could include the removal of such products by the current FSMC.

B. The FSMC may store and inventory donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods. Any commodity processing contracts shall be established by the LEA.

C. All goods, services, and monies received as a result of rebate under a processing contract must be used in the LEA’s nonprofit food service.

D. FSMC representative must have authorization from LEA to have access to commodity ordering system and the name of authorized representative on file with the SA.

5.2 Small wares. The FSMC shall furnish the necessary smallwares, including trays, dishes, glassware, flatware, serving utensils, and the like.

5.3 Office Facilities. The LEA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the LEA in good condition upon termination of this agreement, ordinary wear and tear excepted.

5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the LEA’s food service facilities.

A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.

B. The LEA shall be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The LEA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers.
C. If the LEA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the LEA for any costs incurred.

D. The FSMC shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated thereunder for any facility outside the school in which it prepares meals and at LEA facilities.7 CFR 210.16(c)(2).

E. The LEA shall be responsible for compliance relating to structural and equipment matters.

5.5 Maintenance. The LEA shall provide, at the LEA’s expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment. If the FSMC is required by an outside maintenance service to make payment at the time of service, the LEA shall reimburse the FSMC for such payments made.

5.6 Condition of Facilities and Equipment. The LEA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the LEA’s premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the LEA of such notification.

5.7 Transportation Equipment and Vehicle. The LEA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the LEA.

5.8 Nonconforming Facilities and Equipment. Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
ARTICLE VI
FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The LEA and the FSMC have mutually agreed upon the fixed price per meal as follows:

**SBP**
- Breakfast $2.03 per meal (3 breakfasts = 1 meal)
- Meal Equivalents $2.03 per meal based on $3.59 rate

**NSLP**
- Lunch $2.03 per meal (1 lunch = 1 meal)
- Snack $2.03 per snack (4 snacks = 1 meal)
- Meal Equivalents $2.03 per meal based on $3.59 rate

**SFSP**
- Breakfast $2.03 per meal (3 breakfasts = 1 meal)
- Lunch $2.03 per meal (1 lunch = 1 meal)
- Snack $2.03 per snack (4 snacks = 1 meal)

**CACFP PROGRAM**
- Suppers $2.03 per meal (1 Supper = 1 meal)
- Breakfast $2.03 per meal (3 breakfasts = 1 meal)
- Lunch $2.03 per meal (1 lunch = 1 meal)
- Snack $2.03 per snack (4 snacks = 1 meal)

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

2. For cash meal sale other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the sum of the current school year free meal reimbursement rate and the commodity value. (Example: The meal equivalency rate = $3.36 plus $0.23 equals $3.59 and Lunch Equivalents = total Ala Carte dollars divided by $ 3.59).

B. The FSMC shall submit the following supporting documents to the LEA monthly:
- Daily meal counts by benefit category by school for each program
- Daily menu production records by program
- Monthly summary of Value of Commodities used
- Monthly summary of Revenues from other sales
C. Expenses paid by the FSMC and not charged to the LEA or the food service operations include, but are not limited to:
- Reports filed to the State
- Corporate income tax

D. Crediting Value of Commodities Received by the LEA – The FSMC must credit the LEA for the value of all donated food received, entitlement and bonus, for use in the LEA’s meal service during the school year. This includes the value of donated food contained in processed end products. The FSMC shall list on the invoice the value of commodities received, for the period and deduct the amount of value from the total owed by LEA for the NSLP meals served. The value of commodities for entitlement and bonus is the actual USDA purchase price as listed by ODE. For processed commodities it is the processing agreement value.

6.2 Invoice Due Date. Invoices submitted to the LEA by the FSMC will be paid within thirty (30) days after the date on the invoice. If the invoices received in the LEA’s Accounting Department, and they pass audit, payment will be made within thirty (30) days after the date on the invoice. The FSMC will be notified immediately of any invoice that does not pass audit. The LEA shall pay all amounts when due. If the LEA does not make a payment when due, the FSMC may charge interest or a late fee on the past due receivable; however, the LEA may not pay the interest or late fee with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).

6.3 Operating Statements. The FSMC shall submit monthly operating statements to the LEA by the fifteenth (15th) of the next month. This statement shall reflect all activity for the calendar month.

6.4 Inspection of Books and Records. The books and records of the FSMC pertaining to operations under this agreement shall be available to representatives of the LEA, state agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

6.5 Renegotiation of Financial Terms. The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI For Food Away from Home. The specific CPI used is: CPI-U All Urban Consumers (CPI-U). The US City Average Food Away From Home CPI. Use the CPI for the 12 month period of March of 2018 to March of 2019.

6.6 Financial Reconciliation. Within ninety (90) days of the end of the school year, the parties shall complete a reconciliation of the annual operational financial report, which the report shall be signed by the parties as being true and correct.

6.7 Break-Even Guarantee: The LEA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee, up to a maximum of Fifty Thousand Dollars ($50,000) that the food service program will achieve, at a minimum, financial break-even, defined, as “generated program revenues will be
sufficient to cover the fixed price per meal for all meals served plus LEA direct and indirect costs as set forth in this Section.” Total paid LEA paid costs provided in the Districts Request for Proposal and included in the calculation of the financial guarantee set forth herein is One Million Thirty-Two Thousand Six Hundred and Forty Dollars ($1,032,640).

ARTICLE VII
GENERAL TERMS AND CONDITIONS

7.1 Compliance With Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, purchasing, sanitation, health, and safety of the food service operations. The FSMC will comply with all requirements of the National School Lunch Program, the School Breakfast Program, the Summer Food Service Program and the Child and Adult Care Food Program and shall procure and maintain all necessary licenses and permits. The LEA shall cooperate, as necessary, for the FSMC’s compliance and procurement efforts.

7.2 USDA Child Nutrition Program. In order to assist the LEA participation in the following Child Nutrition Programs:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After School Snack Program
- Fresh Fruit and Vegetable Program (FFVP)
- Summer Food Service Program (SFSP)
- Child and Adult Care Food Program (CACFP)

A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the LEA, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the LEA unless the LEA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

B. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the LEA to support its claims for federal and state reimbursements. The FSMC shall submit to the LEA a monthly meal reimbursement claim report including all meals served under all programs operated by the LEA for the LEA to submit to the Oregon Department of Education.

C. The FSMC shall make available, as required by state and federal regulations, all facilities, books and records pertaining to food service operations available for onsite review by the LEA, State Agency, the US Department of Agriculture, and the Comptroller General or their duly authorized representatives to ensure compliance with program requirements and the management and use of donated foods.
D. The FSMC must maintain the following records relating to the use of the donated foods:

1) The donated food and processed end product received from or on the behalf of the LEA for use in meal service.

2) Documentation that it has credited the LEA of the value of all donated food received for use in the LEA's food service in the school year, including the value of donated foods contained in processed products.

3) Documentation of the FSMC's procurement of processed end products on behalf of the LEA.

7.3 Comprehensive Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the LEA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars ($1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this agreement, and shall deliver to the LEA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the LEA. The policies for $1,000,000 coverage shall also name the LEA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

7.4 Waiver of Insurance Subrogation. Neither party has any obligation or responsibility for loss or damage to the other’s real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief. The parties waive all rights of recovery against each other for loss or damage to the waiving party occasioned by any such peril insured against under any policies insuring the waiving party’s real or personal property.

7.5 Trade Secrets. During the term of this agreement, the FSMC shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents regularly used in the operation of the FSMC’s business. Information so designated and identified shall be treated as confidential by the LEA, and the LEA shall exercise the same level of care in maintaining the confidences of the FSMC as it would employ in maintaining its own confidences. All recipes, files, records, compilations, manuals, and similar items shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this agreement. The LEA shall have no right to the use trademarks, service marks, copyrights, or trade names of the FSMC following termination of this agreement. The FSMC shall remove all evidence of its trade names and registered trademarks within thirty (30) days after termination of this agreement. Nothing in this section prohibits the Federal government’s rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the FSMC purchases an ownership interest.
7.6 Assignment. This agreement may not be assigned by either party, in whole or in part without consent of the other party and in accordance of OAR 581-051-0580(9)(h). Either party may with prior written approval assign this agreement to any wholly-owned subsidiary without being released from any of its responsibilities.

7.7 Notice. Any notice or communication required or permitted under this agreement shall be in writing and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the LEA:

Oregon City School District #62
Attn: Wes Rogers, Director of Operations
1417 12th Street
Oregon City, OR 97045

Notices to the FSMC: Only one (1) notice sent to the FSMC. The FSMC is responsible for providing additional copies to others within their organizations.

Sodexo America, LLC
Attn: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878

Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

7.8 Attorney’s Fees. If any action or proceeding is necessary to enforce the provisions of this agreement, including any claim or demand, or to interpret this agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to judgment.

7.9 Indemnity. Except as otherwise expressly provided in this agreement, and within the limits of an subject to the restrictions in the Oregon Tort Claim Act and Article XI, Section 7 of the Oregon Constitution, FSMC and SFA shall defend, indemnify and hold each other harmless from and against liability for personal injury or damage to life or property arising under the activity under this agreement. FSMC and SFA shall not be required to indemnify for any such liability arising out of the wrongful acts of FSMC or SFA, their officers, employees, assignees or agents. Such recovery may include expenses, including reasonable costs, collection expenses, attorneys’ fees and court costs, which may arise.
7.10 **Catastrophe.** With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

7.11 **Cure Period.** If either party, SFA and FSMC, commits any material breach or default of any of the obligations required of it in this agreement under this contract, such breach, default or failure shall be cured within ten (10) business days of written notice of failure by the injured party. In either case, if a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party with the sixty (60) day period as described in paragraph 7.11 below. This letter should be countersigned by the receiving party and the letter should become an amendment to this agreement.

7.12 **Termination.**
   A. Termination for Convenience: This contract may be terminated at any time by the mutual written consent of the parties. Either party may terminate this agreement without cause. Either the LEA or the FSMC shall give not less than sixty (60) days written notice of the intention to terminate for convenience.

   B. Termination for Cause: If either party fails to comply with any of the obligations required of it in this agreement the injured party may give a written notice of Termination. Following receipt of written notice the contract will be terminated in sixty (60) days.

   C. At the point of termination the FSMC will surrender to the LEA all program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with student start and withdrawal dates; and daily menu production records by program.

   D. When a contract terminates and is not extended or renewed the FSMC must return all unused donated ground beef, donated ground pork, and processed end products to the LEA. The LEA will ensure that the FSMC has credited it for the value of all donated foods received for use in the LEA’s meal service in a school year.

7.13 **Remedy.** If either party, LEA and FSMC, commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform the Work under this Contract in accordance with its terms, such breach, default or failure shall be cured within (10) ten business days of written notice by the injured party. Failure to cure or remedy shall be grounds for Termination for Cause.
7.14 Rights Beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity.

7.15 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

7.16 Amendments to the Agreement. Each of the Articles and Appendixes shall remain in effect throughout the term of this agreement unless the parties mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

7.17 Sanctions. For breach of the agreement and associated benefits:

   A. The Oregon Department of Education shall be notified immediately of termination action and reason for termination.

   B. The name of either party who has caused the breach shall be kept on record by the Oregon Department of Education for information and action if necessary when co-signing future agreements.

   C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the LEA in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

SO AGREED:

Leslie Milinkovic
Print Name ___________________________ Signature of FSMC Authorized Representative ___________________________ Title ___________________________ Date ___________________________

Larry Didway
Print Name ___________________________ Signature of LEA Authorized Representative ___________________________ Title ___________________________ Date ___________________________

FSMC-LEA Contract
FSMC\_Templates\FSMC Contract with May 2017 revisions
## Appendix A

**OREGON CITY SCHOOL DISTRICT**

**“21-DAY CYCLE MENUS” ELEMENTARY LUNCH AND BREAKFAST**

All Vendors are to use the following 21-Day Cycle Menus for Elementary Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2018-19 school year.

<table>
<thead>
<tr>
<th>Day 1</th>
<th>Day 2</th>
<th>Day 3</th>
<th>Day 4</th>
<th>Day 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast: Waffles w/Fruit Compote Lunch: Spicy Bean &amp; Cheese Enchilada Crispy Chicken Burger Turkey and Cheese Sandwich on WW Chicken Caesar Salad w/WW Roll Includes Fruits, Vegetables and Milk</td>
<td>Breakfast: Warm Cherry Pocket Lunch: Southern Chicken &amp; Waffles Baked Pepperoni or Cheese Pizza Italian Sub Sandwich Crunchy Chicken Salad w/WW Roll</td>
<td>Breakfast: Sausage Biscuit w/ Cheese Lunch: Homemade Turkey Gravy over Mashed Potatoes w/WW Roll Cheesy Breadsticks w/ Marinara Crispy Chicken Wrap Taco Salad w/Tortilla Chips</td>
<td>Breakfast: Yogurt Parfait Lunch: Toasty Grilled Cheese Sandwich w/Tomato Soup Baked Sausage or Cheese Pizza Chunky Chicken Salad Sub Chilled Pasta Salad w/ WW Roll</td>
<td>Breakfast: French Toast w/Sausage Lunch: Zesty Meat Sauce w/ WG Pasta Cheeseburger/Hamburger Seed/Nut Butter w/Jelly Sandwich Fresh Picked Fruit &amp; Spinach Salad w/ WW Roll Includes Fruits, Vegetables and Milk</td>
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<tr>
<td>Day 6</td>
<td>Day 7</td>
<td>Day 8</td>
<td>Day 9</td>
<td>Day 10</td>
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<tr>
<td>Breakfast: French Toast Sticks Lunch: Baked Potato w/ Toppings Crispy Chicken Burger All American Sub Classic Chef Salad w/WW Roll Includes Fruits, Vegetables and Milk</td>
<td>Breakfast: Warm Apple Pocket Lunch: Homemade Chili Frito Pie Baked Pepperoni or Cheese Pizza Yummy Egg Salad Sub Poppin’ Chicken Salad w/WW Roll</td>
<td>Breakfast: Mini Cinnamon Rolls Lunch: Spicy Beef and Cheese Nachos Crispy Chicken Bites w/WW Roll Turkey and Cheese Ranch Flatbread SW Chicken Taco Salad w/Tortilla Chips</td>
<td>Breakfast: WG Bagel w/Cream Cheese Lunch: Soft Pretzel w/ Cheese Sauce Baked Supreme or Cheese Pizza Chillin’ Tuna Sub Sandwich Mandarin Chicken Salad w/WW Roll</td>
<td>Breakfast: Cinnamon Breakfast Round Lunch: Homemade Macaroni and Cheese Cheeseburger/Hamburger Tangy Turkey and Cranberry wrap Chilled Pasta Salad w/WW Roll Includes Fruits, Vegetables and Milk</td>
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<tr>
<td>Day 11</td>
<td>Day 12</td>
<td>Day 13</td>
<td>Day 14</td>
<td>Day 15</td>
</tr>
<tr>
<td>Breakfast: Pancake on a Stick Lunch: Whole Grain Baked Corn Dog Jerk Chicken or Cheese Flatbread Turkey and Cheese Sandwich on WW Chicken Caesar Salad w/WW Roll Includes Fruits, Vegetables and Milk</td>
<td>Breakfast: Breakfast Burrito Lunch: BFL-French Toast and Sausage Baked Pepperoni or Cheese Pizza Spicy Italian Sub Sandwich Crispy Chicken Salad w/WW Roll</td>
<td>Breakfast: Ham &amp; Cheese English Muffin Lunch: Home Style Hamburger Patty w/Potatoes and Gravy w/WW Roll Crispy Chicken Bites w/ WW Roll Crunchy Chicken Wrap Taco Salad w/Tortilla Chips</td>
<td>Breakfast: WG Pancake w/ Syrup Lunch: Cordon Bleu Chicken on a Bun Baked Hawaiian or Cheese Pizza Chunky Chicken Salad Sub Cold Pasta Salad w/WW Roll</td>
<td>Breakfast: Yogurt w/ Graham Crackers Lunch: Creamy Chicken Alfredo over WG Pasta Baked Fish Po Boy on a Bun Seed/Nut Butter w/Jelly Sandwich Fresh Picked Fruit and Spinach Salad w/WW Roll Includes Fruits, Vegetables and Milk</td>
</tr>
<tr>
<td>Day 16</td>
<td>Day 17</td>
<td>Day 18</td>
<td>Day 19</td>
<td>Day 20</td>
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<tr>
<td>Breakfast: Waffle w/Fruit Compote Lunch: Bean and Cheese Burrito Crispy Chicken Burger All American Sub Classic Chef Salad w/WW Roll Includes Fruits, Vegetables and Milk</td>
<td>Breakfast: Warm Cherry Pocket Lunch: Pork Street Tacos Baked Pepperoni or Cheese Pizza Yummy Egg Salad Sandwich Poppin’ Chicken Salad w/WW Roll</td>
<td>Breakfast: Sausage Biscuit w/ Cheese Lunch: Passole Soup w/ Tortilla Chips Chicken Bites w/WW Roll Turkey, Cheese Ranch Flatbread Spicy Chicken Taco Salad w/Tortilla Chips</td>
<td>Breakfast: Yogurt Parfait Lunch: Meaty Sloppy Joe on a Bun Baked Chicken Ranch or Cheese Pizza Chillin’ Tuna Sub Sandwich Mandarin Chicken Salad w/WW Roll</td>
<td>Breakfast: French Toast w/Sausage Lunch: Homemade Beef Lasagna Cheeseburger/Hamburger Tangy Turkey &amp; Cranberry Wrap Chilled Pasta Salad w/WW Roll Includes Fruits, Vegetables and Milk</td>
</tr>
<tr>
<td>Day 21</td>
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</tbody>
</table>
Breakfast: French Toast Sticks
Lunch: Spicy Beef and Cheese Nachos
Italian Cheese Ravioli
Seed/Nut Butter & Jelly Sandwich
Fresh Picked Fruit & Spinach Salad w/ WW Roll
Includes Fruits, Vegetables and milk

A variety of fresh fruits and vegetables are provided daily with every Lunch on the offering bar.
All Bread and tortilla products are 100% Whole Grain.
A variety of condiments are offered daily.

Breakfast includes choice of above entrees or an assortment of cereal daily.
Also included are multiple choices of fresh and canned fruit.
A variety Low and Non-Fat Milk are offered with all Meals.

OREGON CITY SCHOOL DISTRICT
“21-DAY CYCLE MENUS” MIDDLE SCHOOL LUNCH AND BREAKFAST

All Vendors are to use the following 21-Day Cycle Menus for Middle School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2018-19 school year.

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<th>Day 1</th>
<th>Day 2</th>
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<tr>
<td>Spicy Bean &amp; Cheese Enchilada w/ Roasted Corn Chicken Sandwich</td>
<td>Spicy Chicken Sandwich Cheeseburger</td>
<td>Southern Chicken &amp; Waffles w/ Fruit Compote Chicken Sandwich</td>
<td>Homemade Turkey Gravy over Mashed Potatoes w/ WW Roll</td>
<td>Hot BBQ Meatball Sub Sandwich w/ Sweet Potato Bites</td>
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<td>Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Sausage Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chef Salad &amp; Roll Turkey &amp; Cheese Sub Chicken Caesar Wrap</td>
<td>Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Hawaiian Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Spinach Salad w/ WW Roll Ham &amp; Cheese Sub Crispy Chicken Wrap</td>
<td>Southern Chicken &amp; Waffles w/ Fruit Compote Chicken Sandwich</td>
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<td>Chicken Pho w/ Pineapple &amp; Cucumber Salad</td>
<td>Cheesy Breadsticks &amp; Marinara w/ Side Spinach Salad</td>
<td>Fish PO Boy Sub Sandwich w/ Sriracha Slaw</td>
<td>Creamy Chicken Alfredo w/ Peas</td>
<td>Chicken Parmesan over WQ Fasta w/ Steamed Broccoli</td>
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<td>Pulled Pork Street Tacos w/ Cilantro Lime Brown Rice &amp; Mexican Black Beans</td>
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Day 21
Mini Cheese Raviolis w/ WG
Breadstick & Side Caesar Salad
Chicken Sandwich
Spicy Chicken Sandwich
Cheeseburger
Hamburger
Pepperoni Pizza
Cheese Pizza
Sausage Pizza
Soft Beef Tacos
Soft Chicken Tacos
Bean & Cheese Nachos
Beef & Cheese Nachos
Chicken & Cheese Nachos
Chicken & Bean Nachos
Teriyaki Chicken & Steamed Veggies w/ Brown Rice
Teriyaki Chicken & Steamed Veggies w/ WW Noodles
Orange Chicken & Steamed Veggies w/ WW Noodles
Chef Salad & Roll
Turkey & Cheese Sub
Chicken Caesar Wrap

**BREAKFAST:**
Assorted Cereals
French Toast Sticks
Ham & Cheese English Muffin
Egg & Cheese English Muffin
Sausage & Cheese Biscuit

A variety of fresh fruits and vegetables are provided daily with every Lunch on the offering bar.
All Bread and tortilla products are 100% Whole Grain.
A variety of condiments are offered daily.

Breakfast includes choice of above entrées and an assortment of cereals daily.
Also included are multiple choices of fresh and canned fruit.
A variety Low and Non-Fat Milk are offered with all Meals.

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**OREGON CITY SCHOOL DISTRICT**

**“21-DAY CYCLE MENUS” HIGH SCHOOL LUNCH AND BREAKFAST**

All Vendors are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2018-19 school year.

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Assorted Cereals
Biscuits & Old Fashion

**BREAKFAST:**
Assorted Cereals
French Toast & Sausage
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<th>Day 6</th>
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<td>Baked Potato w/ Rainbow Chili &amp; Cheese w/ WW Roll Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Sausage Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ Brown Rice Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ Brown Rice Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chef Salad &amp; Roll Turkey &amp; Cheese Sub Chicken Caesar Wrap</td>
<td>Chili Frito Pie w/ Garden Side Salad Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Hawaiian Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Spinach Salad w/ WW Roll Ham &amp; Cheese Sub Crispy Chicken Wrap</td>
<td>Tater Tot Casserole w/ Side Caesar Salad Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Supreme Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chicken Caesar Salad w/ WW Roll Italian Sub SW Wrap</td>
<td>Popcorn Chicken Potato Bowl w/ WW Roll Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Buffalo Chicken Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chicken Caesar Salad w/ WW Roll Italian Sub SW Wrap</td>
<td>Chicken Parmesan Sandwich w/ Steamed Broccoli Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Personal Garlic Chicken Calzone Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Garden Salad w/Roll Peanut Butter &amp; Jelly Sandwich Italian Wrap</td>
</tr>
</tbody>
</table>

**BREAKFAST:**

- Assorted Cereals
- French Toast Sticks
- Ham & Cheese English Muffin
- Egg & Cheese English Muffin
- Sausage & Cheese Biscuit

<table>
<thead>
<tr>
<th>Day 11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baked Potato w/ Rainbow Chili &amp; Cheese w/ WW Roll Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Sausage Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ Brown Rice Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ Brown Rice Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chef Salad &amp; Roll Turkey &amp; Cheese Sub Chicken Caesar Wrap</td>
</tr>
<tr>
<td>Day 16</td>
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</tr>
<tr>
<td>Chicken Pad Thai w/ Spicy Pineapple Slaw Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Sausage Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ Brown Rice Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ Brown Rice Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chef Salad &amp; Roll Turkey &amp; Cheese Sub Chicken Caesar Wrap</td>
</tr>
<tr>
<td>Pulled Pork Street Tacos w/ Cilantro Lime Brown Rice &amp; Mexican Black Beans Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Hawaiian Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ Brown Rice Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ Brown Rice Orange Chicken &amp; Steamed Veggies w/ WW Noodles Spinach Salad w/ WW Roll Ham &amp; Cheese Sub Crispy Chicken Wrap</td>
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<tr>
<td>Day 18</td>
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<tr>
<td>Twisted Dog w/ Side Caesar Salad Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Supreme Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ Brown Rice Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ Brown Rice Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chicken Caesar Salad w/ WW Roll Italian Sub SW Wrap</td>
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<tr>
<td>Classic Grilled Cheese Sandwich w/ Tomato Soup Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Buffalo Chicken Pizza Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ Brown Rice Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Chicken Caesar Salad w/ WW Roll Italian Sub SW Wrap</td>
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<tr>
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<tr>
<td>Homemade Beef Lasagna w/ Side Caesar Salad Chicken Sandwich Spicy Chicken Sandwich Cheeseburger Hamburger Pepperoni Pizza Cheese Pizza Personal Garlic Chicken Calzone Soft Beef Tacos Soft Chicken Tacos Bean &amp; Cheese Nachos Beef &amp; Cheese Nachos Chicken &amp; Bean Nachos Teriyaki Chicken &amp; Steamed Veggies w/ Brown Rice Teriyaki Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Orange Chicken &amp; Steamed Veggies w/ WW Noodles Garden Salad w/ Roll Peanut Butter &amp; Jelly Sandwich Italian Wrap</td>
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**BREAKFAST:** Assorted Cereals Breakfast on a Stick Ham & Cheese English Muffin Egg & Cheese English Muffin Sausage & Cheese Biscuit

**BREAKFAST:** Assorted Cereals Cinnamon Breakfast Round Ham & Cheese English Muffin Egg & Cheese English Muffin Sausage & Cheese Biscuit

**BREAKFAST:** Assorted Cereals Pancakes w/ Syrup Ham & Cheese English Muffin Egg & Cheese English Muffin Sausage & Cheese Biscuit

**BREAKFAST:** Assorted Cereals Waffles w/ Fruit Compote Ham & Cheese English Muffin Egg & Cheese English Muffin Sausage & Cheese Biscuit
| Day 21 | Muffin Egg & Cheese English Muffin Sausage & Cheese Biscuit | Muffin Sausage & Cheese Biscuit |

**Day 21**

- Mini Cheese Raviolis w/ WG Breadstick & Side Caesar Salad
- Spicy Chicken Sandwich
- Cheeseburger
- Hamburger
- Pepperoni Pizza
- Cheese Pizza
- Sausage Pizza
- Soft Beef Tacos
- Soft Chicken Tacos
- Bean & Cheese Nachos
- Beef & Cheese Nachos
- Chicken & Cheese Nachos
- Chicken & Bean Nachos
- Teriyaki Chicken & Steamed Veggies w/ Brown Rice
- Teriyaki Chicken & Steamed Veggies w/ WW Noodles
- Orange Chicken & Steamed Veggies w/ Brown Rice
- Orange Chicken & Steamed Veggies w/ WW Noodles
- Chef Salad & Roll
- Turkey & Cheese Sub
- Chicken Caesar Wrap

**BREAKFAST:**
- Assorted Cereals
- French Toast Sticks
- Ham & Cheese English Muffin

A variety of fresh fruits and vegetables are provided daily with every Lunch on the offering bar.

All Bread and tortilla products are 100% Whole Grain.
A variety of condiments are offered daily.

**Breakfast includes choice of above entrées and an assortment of cereals daily.**

**Also included are multiple choices of fresh and canned fruits and vegetables.**

**A variety Low and Non-Fat Milk are offered with all Meals.**

**OREGON CITY SCHOOL DISTRICT**

**“21-DAY CYCLE MENUS” AFTER SCHOOL CACFP SUPPER**
All Vendors are to use the following 21-Day Cycle Menus in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2018-19 school year.

<table>
<thead>
<tr>
<th>Day 1</th>
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<tr>
<td>Chicken Nuggets</td>
<td>Hot Dog on a WG Bun Corn</td>
<td>Hamburger or Cheeseburger on a WG Bun Baby Carrots Fruit Cup</td>
<td>Fresh Baked WG Pepperoni Pizza Green Beans Apple Wedges</td>
<td>Bean &amp; Cheese Burrito Broccoli Diced Peaches Lowfat 1% milk or Fat Free Chocolate Milk</td>
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<tr>
<td>Potato Wedges</td>
<td>Orange Wedges Lowfat 1% milk or Fat Free</td>
<td>Lowfat 1% milk or Fat Free Chocolate Milk</td>
<td>Lowfat 1% milk or Fat Free Chocolate Milk</td>
<td>Lowfat 1% milk or Fat Free Chocolate Milk</td>
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<tr>
<td>Apple Wedges</td>
<td>Chocolate Milk</td>
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<tr>
<td>WG Corn Dog</td>
<td>Chicken Nuggets Corn</td>
<td>Hamburger or Cheeseburger on a WG Bun Baby Carrots Fruit Cup</td>
<td>Baked Chicken Burger on a WG Bun Green Beans Apple Wedges</td>
<td>Fresh Baked Cheese Pizza Broccoli Diced Peaches Lowfat 1% milk or Fat Free Chocolate Milk</td>
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<tr>
<td>Fresh Baked Fries Apple Wedges</td>
<td>Orange Wedges Lowfat 1% milk or Fat Free</td>
<td>Lowfat 1% milk or Fat Free Chocolate Milk</td>
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<td>Lowfat 1% milk or Fat Free Chocolate Milk</td>
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<td><strong>SUPPER:</strong></td>
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<tr>
<td>Chicken Nuggets</td>
<td>Hot Dog on a WG Bun Corn</td>
<td>Hamburger or Cheeseburger on a WG Bun Baby Carrots Fruit Cup</td>
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<td>Bean &amp; Cheese Burrito Broccoli Diced Peaches Lowfat 1% milk or Fat Free Chocolate Milk</td>
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<tr>
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<td>WG Corn Dog</td>
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<td>Baked Chicken Burger on a WG Bun Green Beans Apple Wedges</td>
<td>Fresh Baked Cheese Pizza Broccoli Diced Peaches Lowfat 1% milk or Fat Free Chocolate Milk</td>
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<td>Fresh Baked Fries Apple Wedges</td>
<td>Orange Wedges Lowfat 1% milk or Fat Free</td>
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<th>Day 21</th>
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<tbody>
<tr>
<td><strong>SUPPER:</strong></td>
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<tr>
<td>Chicken Nuggets</td>
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<tr>
<td>Chocolate Milk</td>
</tr>
<tr>
<td>All milk served is 1%/ non-fat, unflavored milk for participants ages 2-5</td>
</tr>
<tr>
<td>All milk served is 1%/non-fat unflavored or non-fat chocolate milk for participants ages 6-18</td>
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APPENDIX B

Locations to be served

Complete the information for each of the school locations to be served.
For NSLP & SBP:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Physical Address</th>
<th>Telephone #</th>
<th>Contact Name</th>
<th>CNP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beaver Creek Elementary</td>
<td>21944 South Yecman Rd Beavercreek, Oregon 97004</td>
<td>(503) 785-8350</td>
<td>Shelli Johnson</td>
<td>10278</td>
</tr>
<tr>
<td>Candy Lane Elementary</td>
<td>5901 SE Hull Ave, Milwaukie, Oregon 97267</td>
<td>(503) 785-8150</td>
<td>Leona Kuykendall</td>
<td>10279</td>
</tr>
<tr>
<td>Gaffney Lane Elementary</td>
<td>13521 Gaffney Lane Oregon City, OR 97045</td>
<td>(503) 785-8600</td>
<td>Diane Roake</td>
<td>10280</td>
</tr>
<tr>
<td>Holcomb Elementary</td>
<td>14625 Holcomb Blvd, Oregon City, OR 97045</td>
<td>(503) 785-8100</td>
<td>Freya Nivens</td>
<td>10281</td>
</tr>
<tr>
<td>Jennings Lodge Elementary</td>
<td>18521 SE River Road Milwaukie, Oregon 97267</td>
<td>(503) 785-8035</td>
<td>Traci Owens</td>
<td>10282</td>
</tr>
<tr>
<td>McLoughlin Elementary</td>
<td>19230 S End Rd Oregon City, Oregon 97045</td>
<td>(503) 785-8650</td>
<td>Rebecca McIntyre</td>
<td>10283</td>
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<tr>
<td>Redland Elementary</td>
<td>18131 S. Redland Rd, Oregon City, OR 97045</td>
<td>(503) 785-8500</td>
<td>Lisa Morris</td>
<td>10287</td>
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<tr>
<td>Eastham Preschool</td>
<td>1404 7th St, Oregon City, OR 97045</td>
<td>(503) 785-8520</td>
<td>Laura Poore</td>
<td>15523</td>
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<tr>
<td>Gardiner</td>
<td>180 Ethel St Oregon City, Oregon 97045</td>
<td>(503) 785-8200</td>
<td>Marlene Bayless</td>
<td>10276</td>
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<tr>
<td>Ogden</td>
<td>14133 S. Donovan Rd, Oregon City, Oregon 97045</td>
<td>(503) 785-8300</td>
<td>Stacey Jewell</td>
<td>10277</td>
</tr>
<tr>
<td>Oregon City High School</td>
<td>19761 S. Beavercreek Rd, Oregon City, Oregon 97045</td>
<td>(503) 785-8900</td>
<td>Linda Schachtel</td>
<td>10274</td>
</tr>
<tr>
<td>Clackamas Academy of Industrial Science</td>
<td>1306 SE 12th St, Oregon City, OR, 97045</td>
<td>(503) 785-7860</td>
<td>Scott Curtis</td>
<td>15696</td>
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<tr>
<td>Oregon City Service Learning Academy</td>
<td>995 South End Rd., Oregon City, OR, 97045</td>
<td>(503) 785-8250</td>
<td>Josh Bryan</td>
<td>10288</td>
</tr>
<tr>
<td>Heron Creek Eastham</td>
<td>1404 7th St, Oregon City, OR 97045</td>
<td>(503) 675-2385</td>
<td>Beth Strand</td>
<td>14001</td>
</tr>
<tr>
<td>Heron Creek Clack</td>
<td>15544 S Clackamas</td>
<td>(503) 675-2372</td>
<td>Beth Strand</td>
<td>15879</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Telephone #</td>
<td>Contact Name</td>
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<tr>
<td>Gardiner Middle School</td>
<td>180 Ethel Street, Oregon City, OR 97045</td>
<td>(503) 785-8200</td>
<td>Marlene Bayless</td>
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<tr>
<td>Clackamas County Housing Authority</td>
<td>13900 Gain Street, Oregon City, OR 97045</td>
<td>(503) 785-8440</td>
<td>Melisa Mulford</td>
<td>15944</td>
</tr>
<tr>
<td>Candy Lane Elementary</td>
<td>5901 SE Hull, Milwaukie, OR 97267</td>
<td>(503) 785-8150</td>
<td>Leona Kuy kendall</td>
<td>10279</td>
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<tr>
<td>Holcomb Elementary</td>
<td>14625 Holcomb Blvd, Oregon City, OR 97045</td>
<td>(503) 785-8100</td>
<td>Rebecca McIntyre</td>
<td>10281</td>
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<tr>
<td>Eastham Campus</td>
<td>1404 7th St, Oregon City, OR 97045</td>
<td>(503) 785-8520</td>
<td>Freya Nivens</td>
<td>14056</td>
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<tr>
<td>Rivercrest Park</td>
<td>131 Park Drive, Oregon City, OR 97045</td>
<td>(503) 785-8440</td>
<td>Carlene Merwin</td>
<td>15835</td>
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<tr>
<td>Kingsberry Heights Apartments</td>
<td>14290 S. Marjorie Lane, Oregon City, OR 97046</td>
<td>(503) 785-8440</td>
<td>Shelli Johnson</td>
<td>15928</td>
</tr>
<tr>
<td>Oregon City Service Learning Academy</td>
<td>995 South End Rd., Oregon City, OR 97045</td>
<td>(503) 785-8250</td>
<td>Tasha Bell</td>
<td>10288</td>
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</tbody>
</table>
Oregon City School District
2018–2019

**AUGUST 2018**
22 New Teacher Orientation
27 Teacher Work Day
28-29 Teacher In-service
30 Teacher Work Day / In-service
31 Staff Non-Contract Day

**SEPTEMBER 2018**
3 Labor Day Holiday
4 Start of School - Check school calendar for specific start dates

**OCTOBER 2018**
10 OCHS Special Schedule — PSAT and Teacher Grade
11 No School — E PD/Plan, MS PD/Grade, OCHS PD
12 No School — State Inservice EMSHS Non-contract day
17,18 OCHS Evening Conferences
19 OCHS No School

**NOVEMBER 2018**
9 Elementary & Middle No School — E Teacher Grade, MS PD
12 No School — Veterans Day
19,20 Elementary & Middle No School — Conferences
21 Elementary & Middle No School
22,23 No School — Thanksgiving Break
28-29 OCHS Finals
30 No School — E PD/Plan, MS PD/Grade OCHS Grade

**DECEMBER 2018**
24-31 No School — Winter Break

**JANUARY 2019**
1-4 No School — Winter Break
7 No School — Teacher Work Day
21 No School — Martin Luther King Holiday

**FEBRUARY 2019**
1 No School — E PD/Plan, MS Grade, OCHS PD/Grade
6,7 OCHS Evening Conferences
15 No School — E, MS, OCHS Teacher PD
18 No School — Presidents' Day Holiday

**MARCH 2019**
8 Elementary No School — Grade
13,14 OCHS — Finals
15 No School — E and OCHS Teacher Grade, MS PD & Grade
20,21 Elementary & Middle No School — Conferences
22 No School
25-29 No School — Spring Break

**APRIL 2019**
15 Elementary No School — E Teacher Plan & PD

**MAY 2019**
3 No School — E Teacher Plan & PD, MS & OCHS Grade & PD
27 No School — Memorial Day Holiday

**JUNE 2019**
7 Elementary No School — Teacher Plan
12 Last Day for Students (Half-day)
13 Teacher Grade
14-21 Possible Inclement Weather Make-up Days

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**FIND DAY OF SCHOOL**
- NO SCHOOL — All Schools
- NO SCHOOL — OCHS
- NO SCHOOL — Elementary + Middle
- NO SCHOOL — Elementary
- EARLY RELEASE — All Grades
* SEE SIDEBAR FOR DETAILS

2018–19
Oregon City School District
School Board Meeting

1718-237 Approve Contracts for Renovation of Pioneer Memorial Stadium

Contact: Wes Rogers

Discussion:
Conditions at the Pioneer Memorial Stadium have deteriorated to the point of safety concerns for both student and community users. The track surface and turf field conditions are past their expected life cycles and now require replacement. Our scoreboard is very old and does not allow for proper utilization during non-football events. Other smaller maintenance issues need to be addressed.

The district is requesting approval of contracts above $150,000 for the renovation of Pioneer Memorial Stadium during the period April-August 2018. The Board previously approved a financing agreement to help fund this project.

The District has utilized a cooperative purchasing agreement with InterMountain ESD that meets competitive procurement requirements and allows an expedited process to ensure project completion by early August. One contract with FieldTurf USA Inc. for $582,364 is to replace the track surface and turf and another contract with Daktronics Inc. for $350,507 is for a new scoreboard. Other anticipated project expense contracts are far below the limit.

The source of funding would be the Turf Replacement Fund, the Construction Excise Tax Fund, donations, grants, facility rental fees and advertising fees generated from advertising throughout the stadium including the turf field and the new scoreboard.

Recommended Resolution:
Resolve that 1718-237 be approved.

1718-237 APPROVE CONTRACTS FOR THE RENOVATION OF PIONEER MEMORIAL STADIUM
WHEREAS, the Board has approved a plan to renovate Pioneer Memorial Stadium due to student and community safety concerns caused by deteriorating turf and track conditions, and;

WHEREAS, we have two contracts for over $150,000; one for turf and track surface replacement to FieldTurf USA Inc. for $582,364 and one for a new scoreboard to Daktronics Inc. for $350,507; and

WHEREAS; the District has met competitive purchasing requirements by utilizing a cooperative purchase agreement through InterMountain ESD; and

WHEREAS, funding will come from non-General Fund operating resources including the Turf Replacement Fund, Construction Excise Tax Fund, donations, grants, advertising fees and rental revenues; therefore

BE IT RESOLVED that the contracts over $150,000 for the Pioneer Memorial Stadium Renovation Project be approved.
Oregon City School District
School Board Meeting

1718-440 Adopt 2018-19 & 2019-20 Calendars

Contact: John Ogden

Discussion:
The proposed school calendar for the 2018-19 & 2019-20 school years have been reviewed by the administrative team, OCEA and OSEA and is recommended for adoption.

Recommendation:
Approve.

1718-440: ADOPT 2018-19 & 2019-20 Calendars
BE IT RESOLVED that the 2018-2019 school calendar be adopted. And, the School Board approve the skeleton for the 2019-2020 school year for planning purposes.

2018-19 (attached – full calendar with complete dates)
<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>September 3</td>
<td>Labor Day</td>
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<tr>
<td>September 4</td>
<td>First Day of School</td>
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<tr>
<td>October 12</td>
<td>State Inservice Day, Non-Contract Day</td>
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<tr>
<td>November 12</td>
<td>Veteran’s Day Holiday (observed)</td>
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<tr>
<td>November 22-23</td>
<td>Thanksgiving Break</td>
</tr>
<tr>
<td>December 24 - January 4</td>
<td>Winter Break* (see calendar option for 12/21 to 1/4/19)</td>
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<tr>
<td>January 7</td>
<td>Teacher Work Day</td>
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<tr>
<td>January 21</td>
<td>Martin Luther King Holiday</td>
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<tr>
<td>February 18</td>
<td>President’s Day Holiday</td>
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<tr>
<td>March 25-29</td>
<td>Spring Break</td>
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<tr>
<td>May 27</td>
<td>Memorial Day Holiday</td>
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<tr>
<td>June 12</td>
<td>Last Day for Students (1/2 day for students)</td>
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2019-20
<table>
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<th>Date</th>
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<td>September 2</td>
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<td>September 3</td>
<td>First Day of School</td>
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<td>October 11</td>
<td>State In-service Day, Non-Contract Day</td>
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<td>November 11</td>
<td>Veteran’s Day Holiday</td>
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<td>November 28-29</td>
<td>Thanksgiving Break</td>
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<td>December 23 - January 3</td>
<td>Winter Break</td>
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<td>January 6</td>
<td>Teacher Work Day</td>
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<td>January 20</td>
<td>Martin Luther King Holiday</td>
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<td>February 17</td>
<td>President’s Day Holiday</td>
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<td>March 23-27</td>
<td>Spring Break</td>
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<td>May 25</td>
<td>Memorial Day Holiday</td>
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<td>June 10</td>
<td>Last Day for Students (1/2 day for students)</td>
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## Oregon City School District
### 2018–2019

### AUGUST 2018
- 22: New Teacher Orientation
- 27: Teacher Work Day
- 28-29: Teacher In-service
- 30: Teacher Work Day / In-service
- 31: Staff Non-Contract Day

### SEPTEMBER 2018
- 3: Labor Day Holiday
- 4: Start of School - Check school calendar for specific start dates

### OCTOBER 2018
- 10: OCHS Special Schedule — PSAT, Grade, Eve. Conference
- 11: No School — E PD/Plan, MS PD/Grade, OCHS PD/Eve. Conference
- 12: No School — State Inservice E/M/H/S Non-contract day

### NOVEMBER 2018
- 9: Elementary & Middle No School — E Teacher Grade, MS PD
- 12: No School — Veterans Day
- 19,20: Elementary & Middle No School — Conferences
- 21: No School — Comp. for Teacher Conference Days
- 22-23: No School — Thanksgiving Break
- 28-29: OCHS Finals
- 30: No School — E PD/Plan, MS PD/Grade OCHS Grade

### DECEMBER 2018
- 24-31: No School — Winter Break

### JANUARY 2019
- 1-4: No School — Winter Break
- 7: No School — Teacher Work Day
- 21: No School — Martin Luther King Holiday

### FEBRUARY 2019
- 1: No School — E PD/Plan, MS Grade, OCHS PD/Grade
- 6,7: OCHS Evening Conferences
- 15: No School — E, MS, OCHS Teacher PD
- 18: No School — Presidents' Day Holiday

### MARCH 2019
- 8: Elementary No School — Grade
- 13,14: OCHS — Finals
- 15: Middle & High School No School — MS/HS Grade
- 20,21: Elementary & Middle No School — Conferences
- 22: No School — Comp. for Teacher Conference Days
- 25-29: No School — Spring Break

### APRIL 2019
- 15: Elementary No School — E Teacher Plan & PD

### MAY 2019
- 3: No School — E Teacher Plan & PD, MS & OCHS Grade & PD
- 27: No School — Memorial Day Holiday

### JUNE 2019
- 7: Elementary No School — Teacher Plan
- 11-12: OCHS Finals
- 12: Last Day for Students (Half-day)
- 13: Teacher Grade
- 14-21: Possible Inclement Weather Make-up Days

### MARCH 2019
- 1: First/Last Day of School
- NO SCHOOL — ALL SCHOOLS
- NO SCHOOL — OCHS
- NO SCHOOL — ELEMENTARY + MIDDLE
- NO SCHOOL — MIDDLE + OCHS
- NO SCHOOL — ELEMENTARY
- EARLY RELEASE — ALL GRADES
- SEE SIDEBAR FOR DETAILS

### 2018–19

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Oregon City School District
School Board Meeting

1718-441 Proclaim May 7-11, 2018, to be Teacher Appreciation Week

Contact: Larry Didway

Discussion:
Teacher Appreciation Week is celebrated every year during the first full week in May. In 2018, it will be observed May 7-11 in Oregon.

Recommendation:
Approve.

1718-441 PROCLAIM MAY 7-11, 2018, TO BE TEACHER APPRECIATION WEEK
WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, teachers encounter students of widely differing backgrounds; and

WHEREAS, our country's future depends upon providing quality education to all students; and

WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community.

NOW, THEREFORE, BE IT RESOLVED that the Oregon City School District Board of Directors proclaims May 7-11, 2018, to be TEACHER APPRECIATION WEEK; and

BE IT FURTHER RESOLVED that the Oregon City School District Board of Directors strongly encourages all members of our community to join with it in personally expressing appreciation to our teachers for their dedication and devotion to their work.
Oregon City School District
School Board Meeting

1718-238 Approve Surplus Property Declaration

Contact: Wes Rogers

Recommendation:
Approve.

1718-238 APPROVE SURPLUS PROPERTY DECLARATION

WHEREAS the District would like to determine the market value and interest in vacant real estate property located at 1800 12th Street in Oregon City, taxlot number 22E32BD06700, and;

WHEREAS this property has no strategic value to the District, and;

WHEREAS this property is isolated from any other District property, and;

WHEREAS the proceeds from the sale of this property could be used for other more strategic capital purposes, therefore;

BE IT RESOLVED that the District real property located at 1800 12th Street in Oregon City be declared surplus.