

Regular Meeting
Wednesday, June 18, 2025 6:30 PM Pacific

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

1. **Call to Order**
2. **Roll Call**
3. **Agenda Adoption**
4. **Pledge of Allegiance**
5. **Reports and Public Forum**
 - 5.A. **Public Forum**
 - 5.B. **Employee's Association Representative Report**
 - 5.C. **Superintendent Report**



**Superintendent Report: Eagle Point School District
June 18, 2025**

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

June Economic and Revenue Forecast:

The June Economic and Revenue Forecast was disappointing news. The net General Fund and Lottery resources available for the 2025-27 biennium was down \$798 million from the March 2025 forecast. The Corporate Activity Tax forecast for the 2025-27 biennium (which is the funding source for the Student Success Act) saw a drop in projected revenue of \$44.4 million compared to the March Forecast.

The forecast shows the state's reserve accounts decreased by over \$400 million (Education Stability Fund, Rainy Day Fund, and Cash Reserves) and are currently projected to reach \$5.09 billion at the end of the 2023-25 biennium. The Education Stability Fund is projected to have \$1.008 billion, the Rainy-Day Fund is projected to have \$1.907 billion, and cash reserves are \$2.172 billion. In total this is equivalent to 18.4% of the General Fund Budget.

Here are some links to today's materials for more information:

[Office of Economic Analysis Presentation to the Revenue Committee](#)

[Legislative Revenue Office Forecast Summary](#)

Summer School:

Registration for the [EPSD9 summer programs](#). Our summer programs are open to all EPSD9 students and will run as follows:

- **Elementary School:** June 23rd - July 17th (Monday - Thursday)
 - TRE: 7:45 am - 1:45 pm
 - SCS & HES & ERE/LCLC: 8:15 am - 1:45 pm

- **Middle School:** June 23rd - July 17th (Monday - Thursday)
 - WMMS: 8:15 am - 2:45 pm
 - EPMS: 8:15 am - 1:45 pm

- **High School:** June 16 - 18, 23 - 26, 30; July 1 - 3, 7 - 10, 14 - 17 (Monday - Thursday)
 - EPHS: 9:00 am - 1:30 pm

- **URCEO:** June 16th - July 10th & July 28th - August 21st (Monday - Thursday)
 - Virtual Sessions

Please contact your student's school for registration information.

Late-Start 2025-2026

For the 25-26 academic year Eagle Point School District will begin holding late-starts on Wednesdays. EPSD9 will not hold professional development days, with one exception in February.

On late-start Wednesdays, classes will begin one hour later than other days of the week. It is our intent that late start time will be to provide time for teacher teams to meet and review student data and to use this information to directly and immediately improve instruction in the classroom. We view this practice as a vital tool for improving instruction and student performance.

Register today for 25/26 academic year:

Don't forget to [Register for the 2025-26 school year](#). For a better registration experience, register on a computer or tablet rather than a phone. Please be sure to select the 2025-26 school year in ParentVUE.

IMPORTANT: Middle school and High school students will not be able to select courses until registration is complete.

Golf Tournament and D9 Foundation:

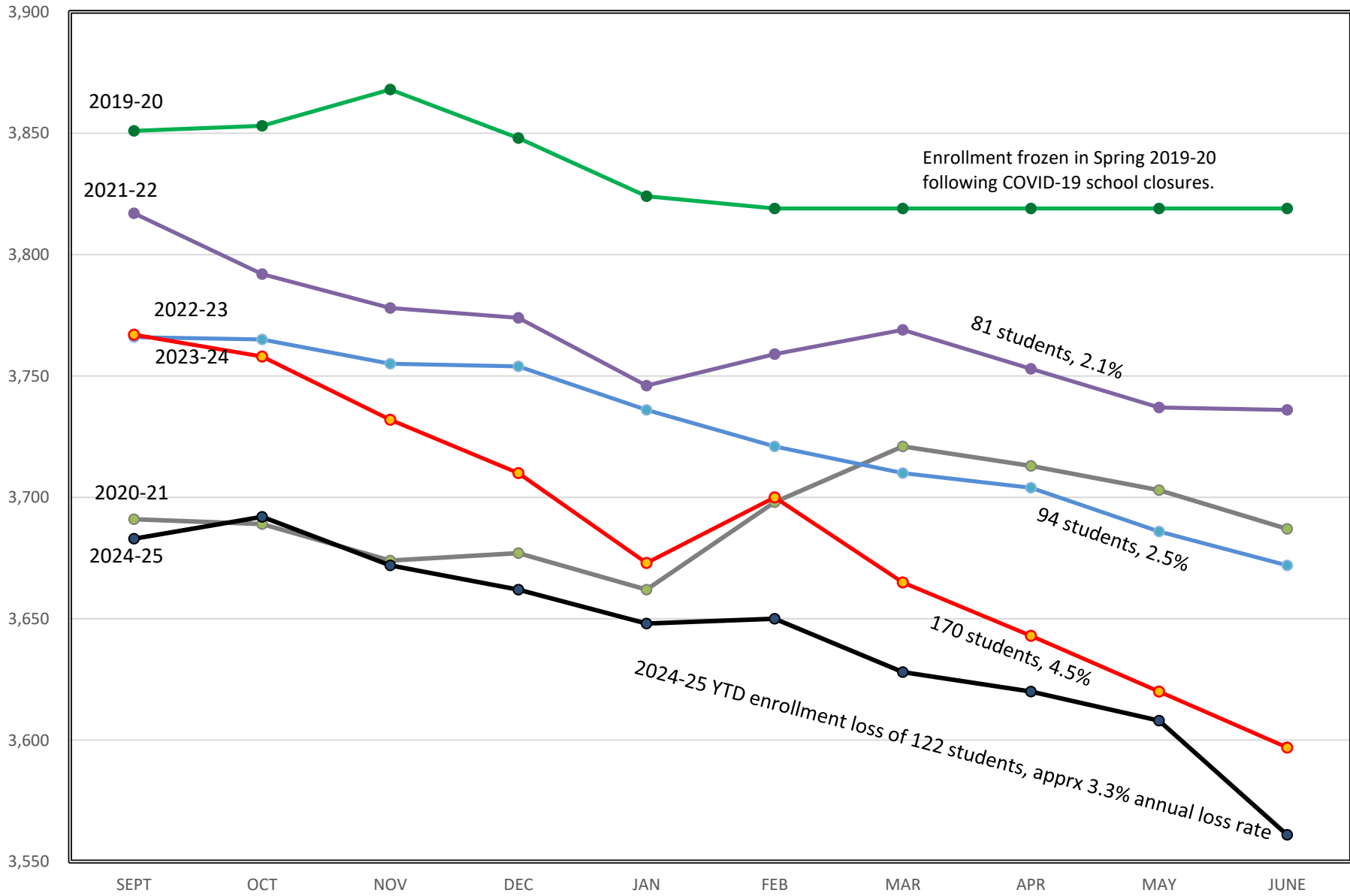
Mark your calendars for the annual [D9 Foundation Golf Tournament](#) to be held on Friday, September 26 and the EPSD9 [Banquet and Auction](#) will be the following day, September 27.

Community members and alumni are reminded that the [D9 Foundation](#) is a non-profit all-volunteer organization dedicated to providing scholarships for every Eagle Point graduate. Fundraising is vitally important to keeping the scholarships coming to our students.

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

5.D. Business Office

Eagle Point School District Enrollment by Year and Month
Beginning-of-month enrollments (except September is at 10-day drop point)
Updated 6-1-25



Enrollment frozen in Spring 2019-20 following COVID-19 school closures.

81 students, 2.1%

94 students, 2.5%

170 students, 4.5%

2024-25 YTD enrollment loss of 122 students, apprx 3.3% annual loss rate

General Fund Financial Summary Report

As of May 31, 2025



Eagle Point School District General Fund Revenue Summary Report
2024-25 Year-to-Date as of May 31, 2025

Including Supplemental Budget Resolution 2024-25 No. 13

<u>Account</u>	<u>Budget</u>	<u>May 2025 Revenues</u>	<u>Year To Date Revenue</u>	<u>Percent Received</u>
11XX - Local Property Taxes and Pymts In-Lieu	13,300,000	82,983	13,113,089	99%
14XX - Transportation Fees	-	133	33,772	N/A
1510 - Interest on Investments	350,000	57,766	590,645	169%
17XX - Fees, Admissions, Club Fundraising	500,000	86,358	598,257	120%
19XX - Rentals, Grant Indirect, and Misc Rev	450,000	3,131	144,923	32%
21xx - Other Intermediate Sources	800,000	-	365,632	46%
3101 - State School Fund	37,726,140	3,396,376	38,804,832	103%
3103 - Common School Fund	579,096	-	285,822	49%
3XXX - Other State Sources and Grants	-	47,807	48,860	N/A
4200 - Federal Grants	-	-	-	-
4801 - Federal Forest Fees	-	12,858	12,858	N/A
5200 - Transfers In	-	-	-	-
5300 - Sale or Compensation for Fixed Assets	-	-	8,326	N/A
5400 - Beginning Fund Balance (est or actual)	5,011,677	-	5,250,000	105%
Totals	58,716,913	3,687,412	59,257,016	101%

Note 1: Revenue items are reported after they are booked to our accounting system, causing revenue items other than State School Fund and Property Taxes to sometimes be included in this report the month after receipt.

Eagle Point School District General Fund Expenditure Summary Report
2024-25 Year-to-Date as of May 31, 2025
Including Supplemental Budget Resolution 2024-25 No. 13

General Fund Expenditures by Function:	<u>Budget</u>	<u>May 2025 Expenditures</u>	<u>Year To Date Expenditures</u>	YTD	<u>Encumbered</u>	(Note 1)	<u>Total Projected</u>	<u>Percent Projected</u>
				<u>Percent Expended</u>		<u>Additional Projected</u>		
1000 - Instruction	33,101,915	2,653,388	25,616,918	77%	6,162,222	152,000	31,931,140	96%
2000 - Support Services	22,561,205	1,886,143	20,024,117	89%	2,689,216	228,000	22,941,333	102%
3000 - Community Services	-	-	-	-	-	-	-	N/A
4000 - Building Improvements	-	2,168	4,210	N/A	-	-	4,210	N/A
5000 - Debt Service and Fund Xfrs	25,000	-	-	-	25,000	-	25,000	100%
6000 - Contingency	3,028,793	-	-	-	-	-	-	N/A
7000 - Unappropriated Ending Fund Balance	-	-	-	-	-	-	-	0%
Total Expenditures	58,716,913	4,541,699	45,645,245	78%	8,876,438	380,000	54,901,683	94%

General Fund Expenditures by Object:	<u>Budget</u>	<u>May 2025 Expenditures</u>	<u>Year To Date Expenditures</u>	YTD	<u>Encumbered</u>	(Note 1)	<u>Total Projected</u>	<u>Percent Projected</u>
				<u>Percent Expended</u>		<u>Additional Projected</u>		
100 - Salaries	27,000,000	2,150,657	20,507,357	76%	5,113,345	200,000	25,820,702	96%
200 - Benefits	15,500,000	1,293,964	12,170,000	79%	3,075,821	80,000	15,325,821	99%
300 - Purchased Services (other than 360)	4,724,375	517,950	4,979,929	105%	229,159	100,000	5,309,088	112%
360 - Charter School SSF Payments	3,800,000	300,165	3,621,076	95%	-	-	3,621,076	95%
400 - Supplies and Materials	3,303,745	271,540	3,037,035	92%	431,113	-	3,468,148	105%
500 - Capital Outlay	560,000	-	533,932	95%	2,000	-	535,932	96%
600 - Other Objects (Ins, Dues & Fees)	775,000	7,423	795,916	103%	-	-	795,916	103%
700 - Transfers Out	25,000	-	-	-	25,000	-	25,000	100%
810 - Contingency	3,028,793	-	-	-	-	-	-	0%
Total Expenditures	58,716,913	4,541,699	45,645,245	78%	8,876,438	380,000	54,901,683	94%

Note 1: "Additional Projected" includes estimated amounts I project we will spend in excess of (or less than) amounts encumbered, including SSF Passthrough payments to our charter schools, the costs of teacher and classified substitutes, unscheduled equipment and bus repairs, and other currently unknown expenditures based on historical averages and recent activity.

5.E.Human Resource Department

Eagle Point School District 9

Personnel Transfers and Change of Assignments

As of June 9, 2025

Name	Transferring From	Position	Transferring To	Position
Kevin Watson	EPHS	Groundskeeper	SCS	Plant Engineer
April Williams	TRE	MAPS K-2	TRE	PALS
McKenna Prittchett	HES	IA- Basic Support	HES	IA- ELD
Marcella Gauna	HES	IA- ELD	HES	IA- Basic Support
Denise Strejc	TRE	IA- ELD	TRE	IA- Basic Support
Micayla Metcalf	TRE	IA- Basic Support	TRE	IA- ELD

5.F. Public Hearing on 2025-26 Approved Budget

5.F.1. Public Comment on 2025-2026 Approved Budget

5.F.2. Board Discussion on the 2025-2026 Budget

6. Board Action Items

6.A. Consent Agenda

Eagle Point School District 9

PERSONNEL ACTION REPORT

As of June 9, 2025

Name	Assignment	Location	FTE	Reason	Effective
<u>Licensed New Hires / Changes</u>					
Jill Culver	Teacher - Language Arts	EPMS	1.0	Replacing Anna James	8/21/2025
Cynthia Carr	Teacher - Language Arts	EPMS	1.0	Replacing Meghan Evans	8/21/2025
Melissa Clark	Teacher - Elementary	HES	1.0	Replacing Betsy Hanson	8/21/2025
Alison Orozoco-Rush	Teacher - PE/Health	EPMS	1.0	Replacing Kurtis Clem	8/21/2025
Samantha Angel-Garay	Teacher - Mathematics	WMMS	1.0	Replacing C. Lawson	8/21/2025
Brett Conway	Teacher - Elementary PE	TRE	1.0	Replacing Megan Vaughan	8/21/2025
<u>Licensed Terminations</u>					
Nicholas Hewko	Teacher - Science	EPMS	1.0	Resignation	6/12/2025
Lily Ann Johnson	Teacher - Kindergarten	SCS	1.0	Resignation	6/12/2025
<u>Classified New Hires / Changes</u>					
Loni O'Connor	Maintenance II	Maintenance	1.0	Transfer from Plant Engineer I	7/1/2025
Eddie Farley	Disciplinarian	TRE	1.0	Replaced Lori Betty	8/27/2025
Elliot Duran	Custodian II	EPHS	1.0	Replaced R. Maccinnis	6/10/2025
<u>Classified Terminations</u>					
<u>Confidential New Hires/Changes/Terminations</u>					
<u>Coordinator New Hires/Changes/Terminations</u>					
<u>Supervisory New Hires/Changes/Terminations</u>					
<u>Administrative New Hire/Changes/Terminations</u>					
Jodi Salinas	Principal	ERE	1	Resignation	6/25/2025
Charlene "Brigitte" Hayes	Principal	ERE	1	Replacing J. Salinas	7/31/2025

EAGLE POINT SCHOOL DISTRICT 9
Annual Designation of:
Administrator/Supervisor/Confidential/Coordinator Employees
2025-2026

ADMINISTRATORS

Andy Kovach	Superintendent
Valerie Shehorn	Director of Teaching and Learning & Special Education
Jennifer Durham	Director of Human Resources
Gwen Swearingen	Director of Business Services

CONFIDENTIAL

Melissa Hvall	Special Services Secretary
Maria Howell	Payroll Specialist
Stephanie Waldron	Assistant Benefits and Payroll Specialist
Angie Hamilton	Accounts Payable
Arthur Soffner	District Accountant
Loris Fenner	Secretary to Superintendent/Board
Jan Morris	Secretary School Improvement
Lindsey Bivens	Human Resources Specialist
Iris Smith	Human Resources Specialist II

PRINCIPAL

Christopher Angle-Hobson	Eagle Point Middle School
Sara Hamilton	Table Rock Elementary
Charleen "Brigitte" Hayes	Eagle Rock Elementary and Lake Creek Learning Center
Amy Isackson	Shady Cove Schools
Heather Marinucci	Eagle Point High School
Vic Lease	White Mountain Middle School
Heather Marrs	Hillside Elementary
Michael Shunk	URCEO

ASSISTANT PRINCIPALS




Hollie Donarski	Table Rock Elementary
Aaron Luksich	Eagle Point High School
Jodi Joe	Eagle Point High School
Dave Ehrhardt	Athletic Director/Eagle Point High School





SUPERVISORS


Robert Allen	Technology Supervisor
Daimeon Shrader	Technology Assistant Supervisor
Rex Squires	Transportation Supervisor
John Harding	Maintenance Supervisor
Dean MacInnis	Supervisor of Communications and Public Relations
Ethan Kennelly	Building Services Supervisor
Christopher Valavala	Student Service Programs Supervisor




COORDINATOR










Jamie Sullivan	Special Education Coordinator
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











-  Holiday/Break - NO SCHOOL
-  School in Session
-  Parent Conf-NO SCHOOL

-  End of 9 weeks (school in session)
-  Teacher Work Day-NO SCHOOL
-  Teacher last day if snow days
-  Professional Development Day - No School

SEPT 2025						
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28	29	30				

- September 1, 2025 Labor Day
- September 2, 2025 Orientation Day K-5, First day 6-12
- September 3, 2025 First day K-5
- September 17, 2025 Constitution Day
- October 10, 2025 Statewide Inservice Day - NO SCHOOL
- October 13, 2025 Indigenous People Day
- November 7, 2025 End of 1st 9 weeks
- November 10, 2025 Teacher Work Day - NO SCHOOL
- November 11, 2025 Veterans' Day - NO SCHOOL
- November 24-26, 2025 Parent Conferences - NO SCHOOL
- November 27-28, 2025 Thanksgiving & Day Following - NO SCHOOL
- Dec 20, 2025-Jan 4, 2026 Holiday Break - NO SCHOOL
- January 5, 2026 SCHOOL RESUMES
- January 19, 2026 Martin Luther King Day - NO SCHOOL
- January 23, 2026 End of 1st Semester
- January 26, 2026 Teacher Work Day - NO SCHOOL
- February 16, 2026 Presidents' Day - NO SCHOOL
- February 27, 2026 Professional Development Day - NO SCHOOL
- March 21-29, 2026 Spring Break
- April 2, 2026 End of 3rd 9 weeks
- April 3, 2026 Teacher Work Day - NO SCHOOL
- May 25, 2026 Memorial Day - NO SCHOOL
- June 2, 2026 Last Day for Seniors
- June 5, 2026 E.P.H.S. Graduation 7:30 p.m.
- June 11, 2026 LAST DAY FOR STUDENTS (End of 2nd semester)
- June 12, 2026 Teacher Work Day / Snow Day Make-up if needed
- June 15, 2026 Snow day make up
- June 16, 2026 Teacher work day if make up snow days used

6.B. Unfinished Business

6.C. New Business

6.C.1. Hardship Transfer Appeal

6.C.2. Health Curriculum Adoption

6.C.3. 2024-25 Resolution No. 18 to Adopt the 2025-2026 Budget

6.C.4. 2024-25 Resolution No. 19 Annual Organizational Appointments

6.C.5. 2024-25 Resolution No. 20 Budget Appropriations Transfer

**6.C.6. Food Service Mgmt Company contract with Sodexo America, LLC,
for 2024-29 (2025-26 with three one-year renewals)**

Eagle Point School District 9
Board of Directors Information Sheet

Date: 6-18-25 School Board Meeting Presented By: Nick Hogan
Subject: Sodexo Annual Contract Renewal Attachment(s) Yes

Information

BACKGROUND INFORMATION:

Eagle Point School District 9 contracts with Sodexo America, LLC, as our Food Service Management Company (FSMC) to manage and operate the School District's Food Service Program for the District's students, employees, visitors, and guests. EPSD9 and Sodexo entered into a five-year agreement for 2024 through 2029, which includes annual contract renewals with consent of both parties, to be prepared in accordance with USDA and ODE requirements.

The contract includes a fixed-price agreement for the provision of meals with the per-meal fixed price to be adjusted each year in accordance with USDA and ODE guidelines, not to exceed CPI.

A copy of the contract amendment is attached for the Board's review, including a one-page meal pricing agreement and 29 pages provided by ODE summarizing some of the USDA and ODE rules and regulations required to be followed for the operation of our Food Service program. Also attached is ODE's approval of the contract extension and a checklist of the documents submitted to ODE before approving our contract extension.

RECOMMENDATION:

Administration recommends approval of the Sodexo Food Service Management Company contract renewal for 2025-26 as 2024-25 contract amendment No. 1.

BOARD ACTION REQUIRED

Suggested Motion:

I move to approve Amendment No. 1 to the 2024-25 Food Service Management contract with Sodexo to extend the terms of the contract to the 2025-26 fiscal year.

Oregon Department of Education

School Nutrition Services

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

1. The SFA will notify the SA that it is considering renewal of an existing contract with a FSMC and submit a document indicating whether the FSMC has complied with the regulations governing the School Nutrition Program and the degree to which the SFA is satisfied with the overall performance of the FSMC in accordance with the Contract.

2. The SA will provide the SFA with Amendment Template and any changes in regulatory requirements in the contracting process. The SFA will use the percentage increase from the US City Average Food Away from Home Series of the Consumer Price Index for cost increases.

3. The SA must review and approve the Contract Amendment prior to obtaining signatures from both parties. In order to approve the Contract, **the SFA must provide the following documents to the SA:**

- A letter stating the intent of the SFA to renew the Contract with the FSMC for the upcoming school year;
- A copy of any amendments, subcontracts, letter of agreement, or other relevant documentation pertaining to the contract which has not previously been furnished to the SA;
- An amended list of schools served, if the SFA has added/deleted schools or centers to/from the Contract;
- Documentation through cost or price analysis supporting a request for an increase in the per meal charge by the FSMC not to exceed the CPI ([2 CFR 200.324\(a\)](#));
- Documentation of the SFA monitoring the food service operation through periodic on-site visits. ([7 CFR 210.16\(a\)\(3\)](#), [7 CFR 250.54\(c\)](#), and [2 CFR 200.318\(b\)](#));
- SFA reconciliation of USDA food with the FSMC to ensure it has been credit full value of all USDA food received in accordance with [7 CFR 250.54\(c\)](#) and [7 CFR 250.51\(a\)](#).

4. The SA will notify the SFA, in writing, when the contract renewal amendment is approved. At this point both parties can execute the amendment.

5. Send executed copy of the Amendment to the SA.

SFA Monitoring and Oversight Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SFA Record Keeping Responsibilities

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

**SFA - Food Service Management Company (FSMC)
Monitoring Form**

Review Date: 6-9-25

Name of Sponsor Monitored: EPSD9

Name of Site Monitored: EPSD9 District

MEAL and SERVICE	YES	NO	Needs Improvement	N/A
Does the SFA have procedures in place to monitor FSMC contract compliance? If "Yes," is documentation maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the FSMC followed the 21-day cycle menu, as described in contract, for the first 21 days of the contract? (Monitored during the first year of contract only) If changes were made to menus following the first 21 days of the contract, did the SFA approve them?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have all menu standards been maintained as to type and quality of meal service as outlined in the contract? Do all meals served in the NSLP and SBP comply with the required dietary specification (nutrition standards)? For each type of meal service outlined in the contract, do all meals comply with the required meal pattern food components? For each type of meal service outlined in the contract, do all meals comply with the required meal pattern portion sizes? Have all menus been developed using the agreed upon menu planning system(s)?	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Is the FSMC only serving reimbursable meals that comply with the latest USDA dietary guidelines as established by USDA in Federal regulations for the National School Lunch Program, the School Breakfast Program, and all other USDA contracted meal programs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the SFA retained control of the quality, extent, and general nature of its food service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the SFA made no payment to the FSMC for meals that are spoiled or unwholesome at time of delivery; or do not meet detailed specifications, or do not otherwise meet the requirements of the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

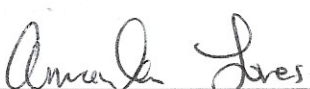
MEAL and SERVICE continued	YES	NO	Needs Improvement	N/A
Are production records completed each day for all meals claimed for reimbursement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the FSMC following regulations concerning not selling restricted foods of minimal nutritional value in the food service areas during meal service periods (e.g., carbonated beverages, certain candies, water ices and chewing gum)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are meals monitored after the last food or menu item is served (Point of Service)/selected to ensure that only reimbursable meals are claimed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the foods purchased meet the quality specification standards indicated in the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA evaluate the FSMC's menus for affordability, nutrition requirements, and appeal to the students?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA receive credit for the value of USDA - donated foods, received during the school year or fiscal year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
USDA DONATED FOODS	YES	NO	Needs Improvement	N/A
Credit for the value of donated foods was received through (check all that apply): Invoice reductions: <input checked="" type="checkbox"/> Refunds: <input type="checkbox"/> Discounts: <input type="checkbox"/> Other: <input type="checkbox"/>				
Does the FSMC provide clear documentation of the value received and of credit being recognized? (This includes crediting for the value of donated foods contained in processed end products.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the USDA Foods billing statement detail the value of the USDA Foods received and that it was used as the value for all credits?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC contract outline the frequency by which crediting will occur and was that followed? (Crediting is to be performed at least annually.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA retain title to all USDA donated foods and ensure that all USDA donated foods are made available to the FSMC, including processed foods?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the SFA/FSMC use USDA donated foods to the maximum extent in quantities that can be used and stored without waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC use all donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the SFA's food service?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

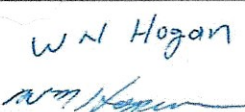
USDA DONATED FOODS continued	YES	NO	Needs Improvement	N/A
Does the FSMC use all donated ground beef, ground pork, and all processed end products in the SFA's food service without substitution?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the FSMC responsible for receiving donated foods on behalf of the SFA?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, is the SFA verifying delivery of donated food shipments and end products and not relying solely on the FSMC records?	<input type="checkbox"/>	<input type="checkbox"/>		
FINANCIAL ACCOUNTABILITY PROCEDURES	YES	NO	Needs Improvement	N/A
Do the food service daily meal count records accurately reflect the counts of student and adult meals by meal type and eligibility category?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC maintain records to support the claims for Reimbursement, report claim information to the SFA promptly at the end of each month, and have meal count records for meals not covered by the claim e.g., adult meals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the food service daily income records accurately reflect the revenue received by meal type? (student meals, adult meals, a la carte, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all bills monitored to assure that the FSMC has not double-billed or included costs that are not allowed by the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SANITATION AND SAFETY PROCEDURES	YES	NO	Needs Improvement	N/A
Are facilities and equipment adequately maintained for safety and sanitation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do employees practice safe food-handling procedures?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are State health licenses maintained as required by the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER CONTRACTUAL REQUIREMENTS	YES	NO	Needs Improvement	N/A
Does the SFA assure that all state and local regulations are being met by the FSMC?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the FSMC used the advisory committee of parents, students, and teachers to assist in menu planning?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the FSMC implemented any suggestions for menu planning from the advisory board?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OTHER CONTRACTUAL REQUIREMENTS continued	YES	NO	Needs Improvement	N/A
Have all corrections been made as required if problems were noted during an SFA review, administrative review, or a program audit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has the FSMC staffing plan been approved by the SFA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the SFA retained all food service responsibilities not allowed to be delegated to the FSMC?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all responsibilities of the sponsor and the FSMC been implemented as defined by the terms of the contract?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC follow proper procurement procedures on behalf of the SFA? If "No," explain _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC meet the Buy American Provision of the contract and USDA regulations? Spot check canned, fresh, frozen food/produce country of origin. If "No," explain _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the FSMC/SFA have a procedure in place to address exceptions to the Buy American Provision?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the FSMC meet the contract guarantee?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the non-profit school food service account reflect the surplus, subsidy, or breakeven?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the FSMC transparent in their identification of unallowable costs?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

List Corrective Actions taken for all "Needs Improvement" items. <u>N/A (No "Needs Improvement" noted)</u>	Date of Implementation <u>N/A</u>
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Other Comments:
None. We are very satisfied with Sodexo and the implementation of the FSMC contract.

	<u>General Manager</u>	<u>6/9/2025</u>
Signature of FSMC Representative	Title	Date

	<u>Business Manager</u>	<u>6/9/25</u>
Signature of SFA Official	Title	Date

EAGLE POINT SCHOOL DISTRICT #9

AND

SODEXO AMERICA, LLC

This Amendment No. 1 to Contract No 2024-EPSD is entered into and between the Local Educational Agency (LEA) Eagle Point School District #9 and Food Service Management Company (FSMC) Sodexo America, LLC (herein referred to as the "Parties").

This Amendment is effective July 1, 2025 and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect.

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

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

- A. 1.3 Term of the Agreement. The initial term of this Agreement commences on July 1, 2025 and continues until June 30, 2026. This Agreement is subject to a maximum of three (3) additional one-year renewals upon the consent of both parties, unless terminated earlier as provided in Article concerning General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all contract provisions.
- B. 6.1 Billing for Fixed Price Per Meal (**Fill in last year's prices** along with adding new prices.)

SBP

Breakfast **[\$4.60]** \$4.77 per meal (2 breakfasts = 1 meal)
Meal Equivalents **[\$4.60]** \$4.77 per meal based on \$4.90 rate

NSLP

Lunch **[\$4.60]** \$4.77 per meal (1 lunch = 1 meal)
Snack **[\$4.60]** \$4.77 per meal (3 snacks = 1 meal)
Meal Equivalents **[\$4.60]** \$4.77 per meal based on \$4.90 rate

SFSP

Breakfast **[\$4.60]** \$4.77 per meal (2 breakfasts = 1 meal)
Lunch **[\$4.60]** \$4.77 per meal (1 lunch = 1 meal)
Snack **[\$4.60]** \$4.77 per meal (3 snacks = 1 meal)

CACFP

Breakfast **[\$4.60]** \$4.77 per meal (2 breakfasts = 1 meal)
Lunch **[\$4.60]** \$4.77 per meal (1 lunch = 1 meal)
Supper **[\$4.60]** \$4.77 per meal (1 supper = 1 meal)
Snack **[\$4.60]** \$4.77 per meal (3 snacks = 1 meal)

Other Program Meals and Vended Meals

Breakfast **[\$4.60]** \$4.77 per meal (2 breakfasts = 1 meal)
Lunch **[\$4.60]** \$4.77 per meal (1 lunch = 1 meal)

Supper [\$4.60] \$4.77 per meal (1 supper = 1 meal)
Snack [\$4.60] \$4.77 per meal (3 snacks = 1 meal)

C. 2.2 Responsibilities of FSMC.

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

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

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

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

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

This institution is an equal opportunity provider.

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

Sodexo America, LLC

Authorized Signature:	Title: Senior Vice President	Date:
Print Signature Wendy Surak		

Eagle Point School District #9

Authorized Signature:	Title:	Date:
Print Signature		

Attachment A: MINIMUM FOOD SPECIFICATIONS

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

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

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

MEATS/MEAT ALTERNATES (OPTIONAL)

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

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

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

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

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

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

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

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

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

MILK

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

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

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

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

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

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

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

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

BREAD AND BREAD ALTERNATES⁴

Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving. ⁵
Cold dry cereal or	3/4 cup or 1 ounce. ⁶
Cooked cereal or	1/2 cup.
Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternate	1/2 cup.

MILK⁷

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

⁶ Fruit and vegetable juices must not be served.

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

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

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

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

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

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

³ Must serve unflavored whole milk to children age 1.

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

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

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

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

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

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

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

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

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

³ Must serve unflavored whole milk to children age 1.

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

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

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

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

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

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

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

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

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

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

³ Must serve unflavored whole milk to children age 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

³ Larger amounts of these vegetables may be served.

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

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

⁶ Minimum creditable serving is 0.25 oz. eq.

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

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

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

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

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

Meal components	Amount of food ¹ per week (minimum per day)		
	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
DIETARY SPECIFICATIONS: DAILY AMOUNT BASED ON THE AVERAGE FOR A 5-DAY WEEK⁵			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

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

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

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

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

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

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

ATTACHMENT B
Certificate of Independent Price Determination

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

<u>Sodexo America, LLC</u>	<u>Eagle Point School District #9</u>
NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATIONAL AGENCY

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

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

	SVP	
SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	TITLE	DATE

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

SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE	TITLE	DATE

ATTACHMENT C

Clean Air and Water Certificate

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

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

Sodexo America, LLC Eagle Point School District
#9

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SVP

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE

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

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

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

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

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

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

Sodexo America, LLC 915 Meeting Street, Suite 14000, North Bethesda, Maryland 20852

Name/Address of Organization

Wendy Surak SVP

Name/Title of Submitting Official

Signature

Date

Sodexo has not conducted any lobbying activities regarding this or any other federal contracts.

ATTACHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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ATTCHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT D (Continued)

CONTINUATION SHEET SF-LLL-A

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

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

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

ATTACHMENT E

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

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

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

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

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

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

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

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

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

Business Name: Sodexo America, LLC

Date: _____

By: Wendy Surak SVP
Name and Title of Authorized Representative

Signature of Authorized Representative

ATTACHMENT E (Continued)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

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

6.C.7. Approval of Employee Health Insurance Plans for 2025-26



To: Supt Kovach and School Board

Date: June 9, 2025

Re: Approval of Health Insurance Plans for 2025-26

Dear School Board, the EPSD9 / EPEA Collective Bargaining Agreement (CBA / contract) requires an Insurance Committee meet each spring to review and evaluate insurance benefits and carriers. Following this meeting, the committee makes a recommendation to the School Board concerning carrier and plan choices.

For the upcoming year, I summarized OEBB health insurance changes to Amber Harris, EPEA President, including plan and rate changes. The OEBB aggregate rate increase will once again be slightly less than the 3.4% increase allowed by State law; all OEBB plans are seeing an increase in Deductibles and out-of-pocket maximums. The aggregate increase for 2025-26 is 3.39%. The District health insurance cap increase for next year is 3.0%, which should cover the majority of the OEBB monthly cost increase for most employees. Some employees will see a small increase in their monthly contribution.

Amber and I discussed the plans and rates changes by email and the fact that we no longer have the option to change carriers as stated in the contract. School Board approval of our OEBB plan selections is no longer required and we are considering working with CLRT to discontinue the insurance committee as we no longer have the option to change carriers as stated in the contract. No School Board action is required at this time.

I will be at the next Board meeting and available to answer any related questions.

Thanks,

Nick Hogan

Business Manager

**6.C.8. 2024-25 Resolution No. 21 School Board approval of
Implementation of Construction Excise Tax (CET)**

Eagle Point School District 9
Board of Directors Information Sheet

Date: 6-18-25 School Board Meeting Presented By: Nick Hogan
Subject: Construction Excise Tax Attachment(s) Yes

Information

BACKGROUND INFORMATION:

The Oregon Legislative Assembly passed Senate Bill 1036 in 2007 authorizing school districts to impose construction excise taxes (CET's) on new construction (with certain listed exemptions) to fund capital improvements to school facilities, including the construction, reconstruction, or improvement of school facilities. CET's cannot be used for routine maintenance, but they can be used for capital improvements including roof replacements, HVAC system upgrades, and building additions such as the 6-classroom factory-built addition we recently added at Table Rock Elementary School. The specific CET exemptions are listed in the resolution.

Attached are three documents as background information:

1. An overview of the CET from Klamath County School District. We would prepare something similar for EPSD9.
2. A summary of recent year CET rates approved by the Oregon Dept of Revenue.
3. A summary of Southern Oregon school districts, which of them impose this CET (**all of them**), and the recent CET collections for each school district.

RECOMMENDATION:

Administration recommends approval of Construction Excise Tax Resolution No. 21 to provide the School District funds for capital improvements for our aging school facilities.

BOARD ACTION REQUIRED

Suggested Motion:

I move to approve 2024-25 Resolution 21 to authorize the School Construction Excise Tax for Eagle Point School District 9 as approved by the State Legislature.



Klamath County School District Construction Excise Tax

What is the Construction Excise Tax for the Klamath County School District?

In 2007 the Oregon Legislature passed SB 1036, a law that provides a financial tool to help school districts pay for capital improvements, expanded facilities, and equipment needed as a result of community growth. The law authorizes a school district, in cooperation with cities and counties, to tax new residential and non-residential development. Specifically, the tax applies to improvements to real property that result in a new structure or additional square footage to an existing structure.

What does the tax pay for?

The excise tax revenue will be used for capital improvements such as acquisition of land, the construction, reconstruction or improvement of school facilities; acquisition or installation of equipment, furnishings, or other tangible property; related architectural, engineering expenses, legal expenses or similar costs related to capital improvements. The excise revenue allows the district to purchase and prepare sites for future school facilities and/or to help defray the cost of new school facilities.

Who has to pay and when?

The tax is required to be paid by the developer or property owner who is developing property in the Klamath County School District at the time when he or she wishes to have a permit issued. A permit will not be issued unless the tax is paid or unless an approved exemption is submitted on the Exemption Form.

Who is exempt from paying the tax?

The following are exempt from the Construction Excise Tax:

- Private school improvements;
- Public improvements as defined in ORS 279A.010;
- Residential housing that is guaranteed to be affordable (as defined by SB 1036, Section 3[3]);
- Public or private hospital improvements;
- Improvements to religious facilities primarily used for worship or education associated with worship;
- Agricultural buildings as defined by OR 455.315 (2)(a);
- Non-profit organizations (501[c][3]);
- Any construction, remodel, or expansion of a detached non-occupied residentially related building such as a garage, shop or barn;
- The replacement of a structure, either residential or non-residential, which replaces an existing structure up to the square footage of the original structure.

How much is the tax?

- \$1.30 per square foot on residential construction;
- \$.65 per square foot on non-residential construction. For non-residential construction only, the excise tax is limited to \$32,600 per building permit.

Whom can I contact for more information?

If you have additional questions, you may contact the Klamath County School District's Business Director, Janet Melsness via email at melsnessj@kcsd.k12.or.us or by phone 541-851-8729.

Issue: Indexing of School Construction Tax Limits

Statute Reference: ORS 320.170

Last Updated: 7/2/2024

Background:

Passed in 2007, SB 1036 allowed school districts to impose a tax on new construction measured by the square footage of improvements (affordable housing, public buildings, agricultural buildings, hospitals, private schools, and religious facilities are exempt). SB 1036 defined and required revenues to be used for capital improvements. Construction taxes imposed by a school district must be collected by a local government, local service district, special government body, state agency or state official that issues a permit for structural improvements regulated by the state building code. An intergovernmental agreement with local governments collecting the tax is required and collection expenses are limited to 4% of tax revenue. DCBS is allowed to establish an administration fee of .25% of tax revenue. School districts with construction tax revenue are required to develop long-term facility plans. Construction taxes may be used for repayment of capital improvement debt.

Tax Limit Calculations:

SB 1036 set tax rate limits of \$1 per square foot for residential use and \$0.50 for nonresidential use, along with a \$25,000 tax limit on nonresidential properties. Beginning in 2009, tax rates were indexed to inflation using the Engineering News-Record Construction Cost Index. As prescribed in statute, DOR is responsible for updating tax rate limits and notifying affected districts. To notify affected districts DOR has partnered with Department of Education who receives updated limit calculations from DOR and notifies the affected districts.

Tax rate limits by fiscal year:

Fiscal Year	2022-23	2023-24	2024-25	2025-26
Residential*	1.45	1.56	1.63	1.67
Non-Residential*	0.72	0.78	0.82	0.84
Non-Residential Max	36,100	39,100	40,800	41,800
* Dollars per square foot				

Average Southern Oregon Residential Rate	Average Southern Oregon Collection
1.63	310,207

District	Rate per square foot Current CET Residential	Total Collections 2023-24 Actual
Ashland SD	1.63	136,555
Central Point SD	1.63	237,185
Grants Pass SD	1.63	130,236
Three Rivers SD	1.63	227,763
Klamath Co SD	1.63	381,146
Klamath Falls City SD	1.63	108,384
Medford SD	1.63	1,350,000
Phoenix-Talent SD	1.63	183,639
Rogue River (2022-23)	1.63	36,957
Eagle Point SD	-	-

**Eagle Point School District 9
2024-25 Resolution No. 21
Construction Excise Tax**

WHEREAS, the Eagle Point School District has critical needs to build new school facilities and improve existing school facilities; and

WHEREAS, the Oregon Legislative Assembly passed Senate Bill 1036 in 2007 authorizing school districts to impose construction excise taxes on new construction (with certain listed exemptions) to fund capital improvements to school facilities; and

WHEREAS, the exemptions stated in SB 1036 include:

- (1) Private school improvements.
- (2) Public improvements as defined in ORS 279A.010.
- (3) Residential housing that is guaranteed to be affordable, under guidelines established by the United States Department of Housing and Urban Development, to households that earn no more than 80 percent of the median household income for the area in which the construction tax is imposed, for a period of at least 60 years following the date of construction of the residential housing.
- (4) Public or private hospital improvements.
- (5) Improvements to religious facilities primarily used for worship or education associated with worship.
- (6) Agricultural buildings, as defined in ORS 455.315 (2)(a).
- (7) Facilities that are operated by a not-for-profit corporation and that are:
 - (a) Long term care facilities, as defined in ORS 442.015;
 - (b) Residential care facilities, as defined in ORS 443.400; or
 - (c) Continuing care retirement communities, as defined in ORS 101.020.
- (8) Residential housing being constructed on a lot or parcel of land to replace residential housing on the lot or parcel of land that was destroyed or damaged by wildfire or another event or circumstance that is the basis for a state of emergency declared under ORS 401.165 or 401.309 or for the exercise of authority under ORS 476.510 to 476.610.

WHEREAS, SB 1036 authorized initial School Construction Excise Tax (CET) rates of \$1.00 / square foot for residential use and \$0.50 / square foot for non-residential use, with a \$25,000 limit on nonresidential properties, with these tax rates to be indexed for inflation by the Department of Revenue; and

WHEREAS, the Department of Revenue has updated the CET rate limits each year, and established 2025-26 CET rate limits of \$1.67 / square foot for residential use and \$0.84 / square foot for non-residential use with a \$41,800 limit tax limit on nonresidential properties.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Directors of Eagle Point School District 9 hereby imposes a School Construction Excise Tax in accordance with ORS 320.170 through 320.192 and SB 1036 for new construction within Eagle Point School District 9 boundaries; and

2. The rates of tax for fiscal year 2025-26, to be imposed on improvements to real property that result in a new structure or additional square footage in an existing structure, with the exemptions outlined in Senate Bill 1036 will be:
 - (a) \$1.67 per square foot on new structures, replacement structures, and additions intended for residential use, including but not limited to single-unit or multiple-unit housing; and
 - (b) \$0.84 per square foot on new structures, replacement structures, and additions intended for nonresidential use, not including multiple-unit housing of any kind, limited to \$41,800 per building permit or \$41,800 per structure, whichever is less; and
3. For years beginning on or after July 1, 2026, the tax rates stated in this resolution shall be adjusted for changes in construction costs as determined by the Oregon Department of Revenue; and
4. The construction excise tax will be assessed and collected in accordance with the provisions of Senate Bill 1036 (2007) and ORS 320.170 through 320.192; and
5. Superintendent Andy Kovach and Business Manager Gwen Swearingen are directed to establish IGA's with all entities within Eagle Point School District 9 boundaries that issue building permits, to collect Construction Excise tax revenues in accordance with this resolution, Senate Bill 1036 (2007), and ORS 320.170 through 320.192; and
6. Construction Excise Taxes will be imposed by Eagle Point School District 9 as per this resolution and the IGA's to be developed, on all building permits applied for after September 1, 2025.

ADOPTED by roll call vote of the Board of Directors at their regular meeting held June 18, 2025.

Chairman of the Board

Attest:

Superintendent-District Clerk

7. Future Board Meeting Agenda Items

7.A. July Organizational Meeting

7.B. Work Session (August)

7.C. Regular Meeting

8. Acknowledgements

9. Adjournment

10. Work Session (August)