

Agenda

Wednesday, April 8, 2026 7:00 PM

Winston-Dillard School District, 620 NW Elwood St, Winston, OR 97496

1. **Call To Order**

2. **Pledge of Allegiance**

3. **Roll Call - Establishment of a Quorum**

4. **Superintendent Academic Award - Elementary**

4.A. Brockway Elementary - Opal Burns

4.B. Lookingglass Elementary - Brylon Redman

4.C. McGovern Elementary - Addie Mercker

5. **Douglas High School Student Report**

6. ***INTERMISSION***

7. **SUPERINTENDENT REPORT**

7.A. Enrollment

8. **Directors Report**

9. **ITEMS OF DISCUSSION**

9.A. Enrollment Caps for the 2026-27 School Year -
Policy JECEB

9.B. Reduction of Staff Update

9.C. Field Trip Requests

10. **ADOPTION OF CONSENT AGENDA**

10.A. Financial Statement

10.B. Minutes

10.B.1. Regular Session March 11, 2026

10.C. Personnel

10.C.1. Accept retirement from Kristi Crawford,
BES PreK Teacher effective July 1, 2026.

10.D. Recommended Inter-District Student
Transfers for 2025-26

10.E. Adoption of Consent Agenda Motion

11. **ACTION ITEMS**

11.A. Budget Committee Open Position

11.B. 4 Sets of Double Doors Replacement -
Entry Access Control at BES: COPS Grant & Capital
Projects Fund

12. **COMMUNICATIONS**

13. **FOR THE GOOD OF THE ORDER**

14. **ADJOURNMENT**

15. **UPCOMING**

15.A. Budget Committee at WSD District Office
Board Room on May 13, 2026 at 6:00 pm.

15.B. Regular Session at WSD District Office
Board Room on May 13, 2026 at 7:00 pm.

15.C. Budget Committee at WSD District Office
Board Room on May 27, 2026 at 6:00 pm.

Winston-Dillard School District Student Enrollment 2025-26										
Grade Level	4/4/2025	Head CT 9/5/2024	9/9/2025	10/3/2025	11/7/2025	12/5/2025	1/8/2026	2/6/2026	3/6/2026	4/3/2026
K	97		85	80	83	85	83	83	83	83
1	95		101	101	101	100	102	98	99	99
2	86		97	97	97	99	100	98	99	97
3	107		85	85	86	85	86	84	83	82
4	97		110	110	107	106	104	102	99	99
5	103		103	105	106	104	103	102	102	104
Elem School Total	585	571	581	578	580	579	578	567	565	564
6	108		101	101	101	99	100	99	101	101
7	93		108	109	107	105	105	101	102	101
8	112		95	96	96	96	95	95	96	97
Middle School Total	313	308	304	306	304	300	300	295	299	299
9	88		107	101	100	99	98	97	93	93
10	83		88	84	84	81	81	77	74	73
11	95		75	75	71	71	70	69	65	65
12	69		92	91	91	91	91	88	87	86
DAS	47	47	43	43	44	45	42	41	50	53
High School Total	382	367	405	394	390	387	382	372	369	370
Total Enrollment	1280	1246	1290	1278	1274	1266	1260	1234	1233	1233
3/6/2026										
Elementary Schools	PK	K	1	2	3	4	5	DAHS		
McGovern -224	0	0	0	0	69	73	82	9	3	
Brockway - 219(PK272)	53	60	82	77	0	0	0	10	7	
Lookingglass -123(PK139)	17	23	17	22	14	26	20	11	19	
Total	70	83	99	99	83	99	102	12	24	
4/3/2026										
Elementary Schools	PK	K	1	2	3	4	5	Total		
McGovern -223	0	0	0	0	66	74	83	53		
Brockway - 220(PK272)	54	60	82	76	0	0	0			
LES -124 (PK 140)	17	23	17	21	16	25	21			
Total	71	83	99	97	82	99	104			

Winston-Dillard School District 116

Code: JECB
Adopted: 12/13/11
Revised/Readopted: 5/21/14; 1/14/15; 8/12/15;
5/15/19; 9/11/24
Orig. Code(s): JECB

Admission of Nonresident Students

The district may enroll nonresident students as follows:

1. **Interdistrict Transfer Agreement.** By written consent of the affected school boards, the student becomes a resident student of the attending district thereby allowing the attending district to receive State School Fund moneys;
2. **Tuition Paying Student.** By admitting nonresident student with tuition, whereby neither affected districts are eligible for State School Fund moneys;
3. **Court Placement.** If a juvenile court determines it is in the student's best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

The Board shall deny regular school admission to nonresident students who are under expulsion from another district for a weapons policy violation. The Board will deny admission to nonresident students who are under expulsion from another district for reasons other than a weapons policy violation.

Consent for Admission of a Nonresident Student by Interdistrict Transfer or Consent for Admission of a Tuition Paying Student

Annually, by May 1, the Board shall establish the number of student transfer requests into the district, and out of the district, to which consent will be given for the upcoming school year.

The Board may not consider nor ask for any information from the student about race, religion, sex, sexual orientation, gender identity, ethnicity, national origin, disability, health, whether a student has an individualized education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability, or academic records. The Board may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

The Board may only ask for the student's name, contact information, date of birth, grade level, whether the student may be given priority on consent for admission (see the following paragraph for priorities), information about which schools the student prefers to attend, and whether the student is currently expelled.

If the number of students seeking consent exceeds the number of spaces, the Board will use an equitable lottery selection process. The process may give priority to students who have siblings currently enrolled in the district; who previously received consent for admission because of a change in legal residence; or who attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school, and did not enroll and attend school in another district following completion of that highest grade in the public charter school.

The Board may revise the maximum number of students to whom consent will be given at a time other than the annual date established by the Board if there are no pending applications for consent.

If the Board decides not to give consent to a student the Board must provide a written explanation to the student.

The district may require minimum standards of behavior and/or attendance once the student has been accepted. The minimum standards must be the same for all students that are given consent. The district is not allowed to establish minimum standards for academics as a criteria for the student to remain in the district. Students whose consent is revoked for violation of set attendance and/or behavior standards will not be allowed to apply for consent to return to this district in the same or the following school year.

The Board may determine the length of time the consent is given. Any limitations in length of time must be applied consistently among all students to whom consent is given.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

The attending district is responsible for a free appropriate public education for those students on an IEP.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)
[ORS 327.006](#)
[ORS 329.485](#)
[ORS 335.090](#)

[ORS 339.115 - 339.133](#)
[ORS 339.141](#)
[ORS 339.250](#)
[ORS 343.221](#)

[ORS 433.267](#)
[OAR 581-021-0019](#)

FIELD TRIP REQUESTS

April 8, 2026

DATE	SCHOOL	CLASS/GROUP	TRAVELING TO
3/16/2026	BES	Pre K Guido's Class (18)	Abby's in Winston
3/17/2026	BES	Pre K Gilbert's Class Class (17)	Abby's in Winston
4/3/2026	DHS	FFA (8)	Elkton High School for Floriculture & Milk Dairy Skills Contest
4/7/2026		10 Each from DHS, LES, MES & WMS	District Office - Sampling New Food Choices for School Lunches
4/8/2026	BES	Pre K Classes (54)	Roseburg Cinemas
4/8/2026	DHS	ETS (30)	Southern Oregon University - Campus Tour
4/8/2026	DHS	FFA (6)	Doug Co Fairgrounds - Douglas Co Livestock Assoc Expo & to Serve Dinner
4/9/2026	MES	Ms. Davis 4th Gr Class (25)	In-N-Out Burger in Roseburg
4/15/2026	DHS	Students of Color (20)	Southern Oregon Community College in CoosBay
4/18/2026	DHS	FFA (6)	Independence OR Central High School - Floriculture Event
4/20/2026	MES	Bruehling and Reno Class (35)	Wildlife Safari
4/23/2026	DHS	Metals Class (10)	Linn Benton Comm College for Skills Contest
4/27/2026	MES	Frost & Goodman Class (33)	Wildlife Safari



WINSTON-DILLARD SCHOOL DISTRICT BOARD OF DIRECTORS

District Office Board Room
620 NW Elwood Dr. Winston OR 97496

March 11, 2026 at 7:00 PM – Minutes

REGULAR SESSION

Present: Jasmine Geyer Lorna Quimby Bob Shigley Curt Stookey
 Kevin Wilson Kim Shigley

1. **Call To Order:** 7:00 pm

2. **Pledge of Allegiance:** Led by Bob Shigley.

3. **Roll Call** - Establishment of a Quorum: Four of the five board members in attendance. (Jasmine Geyer, Lorna Quimby, Bob Shigley, Curt Stookey)

4. **Superintendent Academic Award - Secondary**

4.A. Dillard Alternative High School - Tyler Saunders

4.B. McGovern Elementary School - Airuhbella Page

4.C. Winston Middle School - Fiona Xie

5. **Douglas High School Student Report:** Sinah Pederson, DHS ASB President reported that spring sports are in full swing and there are approximately 110 student athletes participating. Many students are working hard at finishing projects and studying for tests as third quarter wraps up. The band and choir classes are preparing for competition season to refine their performances and hope to continue onto state. This month the school celebrated Noam Shoval who is attending as a foreign exchange student. Her work ethic, positive attitude and involvement in school activities has made an impact on the school community. Sinah also reported that the students help celebrate and recognize the classified staff during classified appreciation week.

6. ***INTERMISSION***

7. **SUPERINTENDENT REPORT**

7.A. **Enrollment:** Our numbers are holding steady but we're still down quite a few students compared to this time last year. The biggest impact is students enrolling into online virtual academies. The building administrators have plans to make connections with the students who live in our district but are not currently attending.

Attachments: (1)

- [\(3\) Mar 2026](#)

8. **Directors Report:** None at this time.

9. ITEMS OF DISCUSSION

9.A. Douglas High School Mural Wall Update

Mr. Wilson has reached out to Joseph Ziegler and Tom McIntosh and reminded them of the process and reaffirmed that Mr. Beard will be the point of contact.

9.B. Amended District Policy DLC-AR(3) Out of District Travel

The board reviewed the updated policy DLC-AR(3) - Request for Out-of-District Travel form that was made into an electronic fillable form. Move to Action Item 11.C.

Attachments: (1)

- [DLC R 3 D1 Amended Fillable](#)

9.C. Field Trip Requests

Attachments: (1)

- [FT Requests for March 2026](#)

10. ADOPTION OF CONSENT AGENDA

10.A. Financial Statement

Attachments: (2)

- [Financial Statements - GF - 02.28.26](#)
- [Financial Statements - Other Funds - 02.28.26](#)

10.B. Minutes

10.B.1. Executive Session February 11, 2026

Attachments: (1)

- [Feb 11, 2026 Executive Session Minutes](#)

10.B.2. Regular Session February 11, 2026

Attachments: (1)

- [Feb 11, 2026 Reg Session Minutes](#)

10.C. Donations

Attachments: (3)

- [DHS Thank You to Oran Mor Artisan Mead LLC](#)
- [DHS Thank You's 02.18.26](#)
- [DHS Thank You's 03.05.26](#)

10.C.1. Thank you from DHS to Oran Mor Artisan Mead, LLC for \$500 donation to DHS Culinary Class.

10.C.2. Thank you from DHS to Myers Family Dentistry for field Banner donation of \$500 to Baseball program.

10.C.3. Thank you from DHS to Umpqua Sheet Metal for field Banner donation of \$500 to Baseball program.

10.C.4. Thank you from DHS to Valley Drugs for \$1000 to DHS Golf Club.

10.C.5. Thank you from DHS to Eric Snead for \$260 to DHS Metals Shop.

10.C.6. Thank you from DHS to Mathew Lager for \$200 to DHS Metals Club.

10.D. Personnel

10.D.1. Accept Paulette Goodman's resignation, MES 3rd Grade Teacher effective June 12, 2026.

10.E. Recommended Inter-District Student Transfers for the 2025-26 School Year

10.F. Adoption of Consent Agenda Motion

Jasmine Geyer made the motion for the Winston-Dillard School District Board of Directors approve the Consent Agenda as presented. Curt Stookey seconded the motion and all approved.

(Jasmine Geyer, Lorna Quimby, Bob Shigley, Curt Stookey)

11. ACTION ITEMS

11.A. 6 Ft Perimeter Fencing at Winston Middle School - COPS Grant & Capital Projects Fund

Curt Stookey made the motion for the Winston-Dillard School District Board of Directors approve the perimeter fencing project at WMS for a total amount of \$15,452 payable to Pacific Northwest Fencing. Jasmine Geyer seconded the motion and all approved.

(Jasmine Geyer, Lorna Quimby, Bob Shigley, Curt Stookey)

Attachments: (3)

- [Pacific Northwest Fence Co \\$15452](#)
- [Roseburg Fence \\$15800](#)
- [Quality Fence Co \\$19122](#)

11.B. Health and Social Science Curriculum Adoption

Curt Stookey made the motion for the Winston-Dillard School District Board of Directors approve The Children's Health Market, Goodheart-Wilcox, and The Teachers Curriculum Institute for the Health and Social Science curriculum adoption for an estimated amount of \$272,924.08. Jasmine Geyer seconded the motion and all approved.

(Jasmine Geyer, Lorna Quimby, Bob Shigley, Curt Stookey)

Attachments: (2)

- [NWTB Health and Social Studies Adoption 25.26 Updated 3.9.26](#)
- [Social Studies HS PersFinan.Econ Nucleus Winston-Dillard School District 26-27 Quote #14067](#)

11.C. Amended District Policy DLC-AR(3) Out of District Travel

Jasmine Geyer made the motion for the Winston-Dillard School District Board of Directors approve the amended district policy DLC-AR(3) as presented. Curt Stookey seconded the motion and all approved.

(Jasmine Geyer, Lorna Quimby, Bob Shigley, Curt Stookey)

11.D. Board Policy GCPA Reduction or Recall of Licensed Staff

Jasmine Geyer made the motion for the Winston-Dillard School District Board of Directors approve a reduction of not more than 10 FTE of Licensed Staff for the school year of 2026-2027. Curt Stookey seconded the motion and all approved.

(Jasmine Geyer, Lorna Quimby, Bob Shigley, Curt Stookey)

12. COMMUNICATIONS: None at this time.

13. FOR THE GOOD OF THE ORDER

Mr. Rob Holveck, WMS Principal reported the school is working with the high school regarding forecasting with the 8th graders into their freshman year. He also said that track season is getting ready to start.

Mr. Craig Anderson, DHS Principal shared that the band and choir classes performed very well last week. The staff have been working with the students on graduation ceremony plans. Prom will be held on May 2nd.

Mrs. Lisa Dickover, BES Principal, Mrs. Emily Ledbetter, LES Principal and Mrs. Janna Norton, MES Principal have been focusing on Early Literacy and working on early literacy goals collectively. They are using the "Early Literacy Playbook" which is something that ODE provides that gives instructions on how you implement best practices. The other piece is "Early Literacy Framework" that provides teachers with the tools necessary to help students become great readers. All three elementary schools came together to set a mission and vision for the district that will help guide all of the buildings.

Mr. Kyle Micken, Food Services Director shared that there was money left over from the Cow Creek grant that will help feed breakfast and lunch to the students in the community over spring break.

14. **ADJOURNMENT:** 7:38 pm

15. **UPCOMING**

15.A. Regular Session on April 8, 2026 at WSD District Office Board Room at 7:00 pm.



WINSTON-DILLARD SCHOOL DISTRICT
APPLICATION FOR BUDGET COMMITTEE MEMBER

Please fill out and return to the school district administration office at:
620 NW Elwood Dr, Winston OR 97496 or email to dunhamm@wdsd.org.

Name: Trisha Pederson

Phone Number: 5413787519

Physical Address: 2784 Tenmile Valley Road

Email Address: tjpederson@hotmail.com

City: Tenmile

Zip: 97481

Occupation: Speech Pathologist

Company Name:

Company Address:

Number of Years Living in the District: 19

Precinct where you are registered to vote: 23

Schools Attended: Roseburg High School, Oregon State University

Do you currently have children in the School District? Yes

If so, which schools? N/A
Brockway Elementary
Dillard Alternative
Douglas High School
Lookingglass Elementary
McGovern Elementary
Winston Middle School

Have you worked on any school district or ESD Committees: No

If so, which Committees:
Lookingglass TAPS
DHS Booster Club (2025-26)
Grad Night Parent Committee 2026

Other Community or business activities:

Foster care
Raising successful young people

What qualifications do you have that will help you be a member of the budget committee:

While I have never worked on budgets for a large organization, I have managed household expenses and income, prioritizing saving, paying bills, mortgage, and student loan debt before luxury or recreation. As a working professional who juggles very involved students while occasionally housing other children and young adults from our community, I remain organized and committed to completing my responsibilities

Why do you want to be a budget committee member?

My biological children are growing up, yet we are raising a three year old. I want to ensure that she has a positive experience in the WDSB, and want to remain involved in her future. We have always been committed to our community and schools, but on a smaller level, volunteering in classrooms or coaching Tball/machine pitch or soccer. Now, I feel that I am ready to take on a larger roll in our schools beyond the individual classrooms to supporting the district as a whole.

Z Terrell & Son
 220 breezy lane
 Roseburg Oregon 97470
 (541) 670-6341
 CCB # 211892

QUOTE

Shelby Beard

Quote # 0000522

Quote Date 03/27/2026

Item	Description	Unit Price	Quantity	Amount
	Remove existing hardware on interior pairs,install new Von Duprin 33 series Rim panics,2 will have electric latch retraction. Keyed rev moveable mullions hex key dogging, re-use exterior pull handles on inactive leaf,active leaf will have new pulls that match existing minus push button, there will be a 3x8 cover plate behind pulls/panics that matches door color,to cover holes from old hardware	39494.00	1.00	39,494.00
	gcs	100.00	2.00	200.00
	overhead and profit	2000.00	1.00	2,000.00
<u>NOTES:</u> this is for the four pairs of doors				
Subtotal				41,694.00
Total				41,694.00
Amount Paid				0.00
Quote				\$41,694.00

ZERBACH CONSTRUCTION, INC
License No. 184484
288 NE Ward Avenue
Roseburg, OR 97471
(541) 957-9307

Proposal # 003

Date: April, 1, 2026

Name: Brockway Elementary School			
ATTN: Shelby Baird			
Job Address: 2520 NW Brockway Rd.	City: Winston	State: OR	Zip Code: 97496
Phone: (541) 671-6331	Email:		

Jobs to be performed:

This Proposal is for removing existing hardware and installing Von Duprin 33 series rim panics with keyed removable Mullins on 4 pairs of double doors.

Two panics will have an electric latch retraction.

Hex key dogging style on dog down option.

Note

A 3"x 8" blank cover plate will be installed and seen on both sides of doors to cover existing holes up.

TOTAL \$ 45,494.00

We can only honor this bid price for 30 days from the Proposal date. After that will have to re-price the materials.

I will require a draw every 2 weeks, to pay for the labor and materials used up to that point. Any balance remaining will be due upon completion of the job.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate billed at \$75.00 per man hour and 18% overhead.

ALL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED BY REFERENCE AND MADE A PART OF THIS CONTRACT. WARRANTIES: CONTRACTOR HEREBY WARRANTS ONLY TO CUSTOMER FOR A PERIOD OF ONE YEAR ITS WORKMANSHIP. CONTRACTOR DOES NOT WARRANT ANY MATERIALS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANT ABILITY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

Acceptance of Proposal- Acceptance makes binding contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Customer acknowledges receipt of following forms attached to this proposal: Consumer Protection Notice, Notice of Procedure Information, and Notice to Owner about Construction Liens (if not attached, do not sign). All terms and conditions on the reverse side are incorporated by reference and made part of this contract.

Signature:

Printed Name:

Signature:	Printed Name:
Date:	Title:

Attach: Consumer Protection Notice, Notice of Procedure, and Notice to Owner about Construction Lien

The following terms and conditions apply:

1. Work & Materials: Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution and completion of the Work. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work.

2. Customer's Obligations: In addition to payment of the Contract price, Customer shall have the following obligations:

- a. Customer is responsible for the adequacy of the plans and specifications for the Work.
- b. Customer shall furnish all necessary soil and subsurface reports, investigations and easements, and shall be responsible for identifying on the ground the boundaries of the premises, if so, requested by Contractor.
- c. Customer shall promptly notify Contractor of any fault or defect in the construction plans or specifications, and shall promptly respond to notice of faults or defects in such plans given by Contractor.
- d. If any unanticipated site problems are found to exist on this property after this Contract is executed by the parties, the parties agree that it is the Customer's responsibility to pay any and all additional costs due to these unanticipated site costs.
- e. Customer shall furnish to Contractor upon request reasonable evidence satisfactory to Contractor that sufficient funds are available and committed for the entire cost of the Work. Unless reasonable evidence of such funds is provided, Contractor may suspend further work until such evidence is supplied.
- f. Except as required of Contractor, Customer shall secure and pay for all necessary approvals, easements, assessments and charges required for the Work and for occupancy of the finished construction.

3. Price for Work: The price for the work will be the amount stated above together with all changes. Changes will be permitted with written change order or oral change order. Contractor has the option to not make or permit any changes in the Work without the written order of Customer or Customer's agent. Customer shall be responsible for all costs attributable to such order, which costs shall be incorporated in the Contract Price.

a. In the event a change order is required and the associated cost is unknown or if a written change order is not made, the Customer and Contractor shall execute the change order and the additional cost will be the actual cost of the materials required and/or actual cost of a specialty subcontractor employee, plus the total number of man hours incurred in performing the additional work multiplied by \$75.00, plus a markup of eighteen percent (18%) on all extra charges

4. Payment Terms: The Price for Work shall be paid by the Customer in accordance with the Payment Terms stated above. Failure by Customer to make a payment within ten (10) days of a due date will allow Contractor to suspend performance of this contract until payment is made. If payment is not made in thirty (30) days, Contractor may terminate this agreement and be paid a pro-rata of the Price for Work stated above based on the percentage of the work done.

5. Required Oregon Disclosures:

a. The contractor is licensed by the Oregon Construction Contractor's Board. The following information about Contractor is shown on the records of the Oregon Construction Contractor's Board:

- 1) Contractor's name: Zerbach Construction Inc.
- 2) Contractor's CCB #: 184484
- 3) Contractor's address: 288 NE Ward Avenue, Roseburg, OR 97470
- 4) Contractor's phone number: (541) 957-9307

b. Summary of Required Construction Contractor Board (CCB) Consumer Notices

Oregon law requires construction contractors to give homeowners certain notices before and during a construction project. This summary explains what they mean. Is important to read and understand these forms.

- 1) Consumer Protection Notice - This information explains contractor licensing standards, bond and insurance requirements, steps consumer can take for successful construction project and what to do if problems occur.
- 2) Information Notice to Customer about Construction Liens - Contractors must give homeowners this notice any time the contract price is more than \$2,000. It is given at the time a written contract is signed or if a verbal contract within five working days. The notice explains the construction lien

law. It includes steps homeowners can take to protect their property from a construction lien

c. Notice of Procedure - The notice explains what a homeowner must do before beginning an arbitration or court action against a contractor for construction defects (*This procedure is separate from the Construction Contractors Board Dispute Resolution Process*).

3) Explanation of Property Owner's Rights

a. Consumers have the right to receive the products and services agreed to in the contract

b. Consumers have the right to resolve disputes through means outlined in the contract

c. Consumers have the right to file a complaint with the CCB. Any arbitration or mediation clauses in the contract may prevent the CCB from processing.

4) Arbitration/Mediation Clause

a. An "arbitration or mediation clause" is a written portion of a contract designed to settle how the parties will solve disputes that may arise during, or after the construction project. Arbitration clauses are very important. They may limit a consumer's ability to have their dispute resolved by the Oregon court system or the Oregon Construction Contractors Board.

b. The following box should be checked by the contractor

This contract contains an arbitration or mediation clause.

This contract DOES NOT contain an arbitration or mediation clause.

c. The Oregon Construction Contractors Board urges consumers to read and understand the entire contract - including any arbitration clause before signing a construction contract. Consumers are not obligated to accept contract terms proposed by the contractor, including arbitration provisions. These may be negotiated to the satisfaction of both parties.

6. Miscellaneous

a. In any proceeding to enforce or interpret this Contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

b. Customer shall notify Contractor of any and all claims for defective Work performed by Contractor, including but not limited to structural failures, settling, cracking, leaks, mechanical failures, and mold, in consequence or arising out of or resulting from any act or omission, or alleged act or omission, negligence, or otherwise, arising from the performances stated in this contract within one year from the date of completion of the Work. Any and all claims arising from this contract and made after the expiration of one year from the date of completion shall be barred from any action for recovery against Contractor.

c. Time is of the essence herein.

d. All balances due hereunder shall accrue interest at the rate of 18% per annum from the date the sum becomes due.

e. Any dispute or claim that arises out of or which relates to this agreement, or to the interpretation or breach thereof, or the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of and by filing a claim with Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. This arbitration clause shall not preclude any party from filing a statutory construction lien or from commencing suit to foreclose such lien, but the foreclosure suit shall be stayed until the rendering of the arbitration award, which award shall be binding in such foreclosure suit as to all matters determined in arbitration, and the lien may then be foreclosed to the extent permitted by law.

f. Contractor hereby warrants only to Customer for a period of one year its workmanship. Contractor does not warrant any materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF MERCHANTABILITY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

Visit our website @ www.zerbachconstruction.com

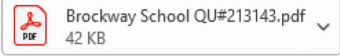


Mike Jardine <mikejardine@sbjames.com>
To: Shelby Beard

☺ Reply ↶ Reply All → Forward 👤 ⋮

Mon 3/9/2026 8:09 AM

📘 If there are problems with how this message is displayed, click here to view it in a web browser.



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Hi Shelby,

I have put together the costs for replacement of the security doors at the school we walked the other day. The cost includes the following:

- Reuse the door closers and auto opener
- Provide and install new hollow metal door frames (incapsulating the wall)
- Provide and install new doors with access controlled panic hardware
- Access controls are to be tied into existing system
- Paint and drywall to match
- Excludes; permits, HazMat abatement, floorcoverings, or electrical/low voltage wiring

TOTAL BUDGET \$46,208.00

Mike Jardine
Project Executive
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CONSTRUCTION

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