



LINCOLN COUNTY SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
1212 NE Fogarty Street, Newport, OR 97365
PO Box 1110, Newport, OR 97365
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www.lincoln.k12.or.us

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Business Meeting of the
Board
Tuesday, September 9, 2025 - 6:30 PM
Taft 7-12
3780 SE Spy Glass Ridge Dr
Lincoln City, OR 97367

Agenda

1. Call to Order & Reading of Land Acknowledgment. BG-2
2. Roll Call- Establishment of a quorum
3. Introductions
4. Communications. BG-4
 - a. Written



OREGON COAST ADVANCED
TECHNOLOGY & TRADES (OCATT) CENTER

GROUNDBREAKING

Ceremony

THURSDAY, SEPT. 11, 2025 • 11 AM • JOIN US!

▶ **11:00 am-12:00 pm**

Program

▶ **12:00 pm-1:00 pm**

Refreshments and meet & greet with guests, college faculty and staff, as well as OCATT architects and builders.

8-19-25

HELLO, BOARD MEMBERS —

WE HOPE YOU CAN
JOIN US ON THE 11TH!

DAVE P.





OREGON COAST
COMMUNITY COLLEGE

- b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
- c. Recognition
 - 1. Taft Student Awards
 - 2. Board Member Zone 2
 - 3. Taft 7-12 Teacher Shout-out



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Hi Majalise,

One of your teachers was recently recognized with a 2024-2025 Impact Spotlight for their impact with their students!

I was genuinely inspired by their submission and wanted to share an excerpt with you, too, as you welcome back your teachers and prepare for further impact this year.

“I use Wayground to find and create curriculum resources, differentiate instructional materials, and support English learners. It's easier for students to work independently, especially when there is a sub. **Students are more prepared with notes and know they are held accountable for their learning.**”

— Julia Westbrook, Ninth Grade Teacher, Taft High School, Lincoln County SD

- d. LCEA Report
- 5. Consultant Reports/Staff Reports/Student Reports
 - a. Area Report. BG-1

2025-2026

Board Presentation



01

Taft 2025-2026

02

Teacher - Perspective

03

Student - Perspective

04

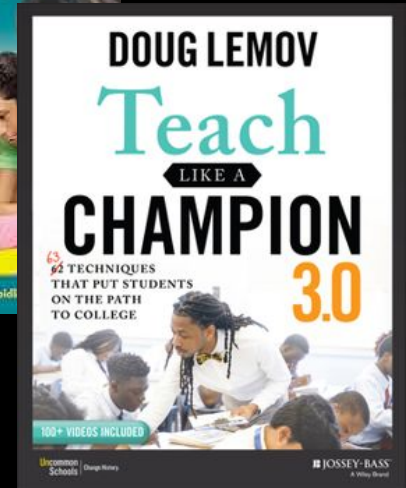
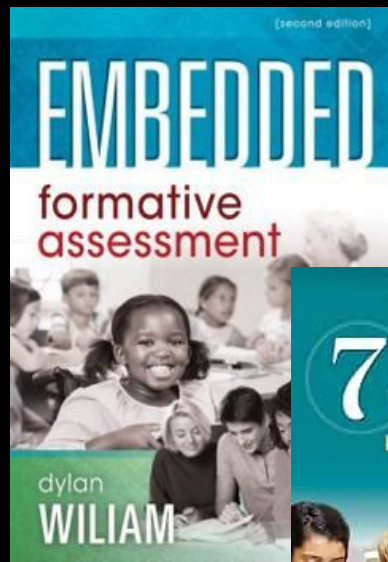
Questions

Taft: Instructional Journey

- 1.3 Plan and deliver research-based instruction with high-leverage teaching strategies
- Lessons include the following critical attributes: aligned to standards, clear objective, high-leverage instructional practices, and assessment of learning
- Lessons include opportunities to respond through structured conversations
- Lessons include evidence of scaffolded instruction to meet the needs of all learners.

Taft Building Focus: Instructional Improvements - [Bellwork](#)

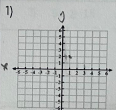
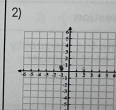
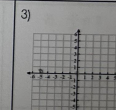
Taft PLC Focus: [Writing](#)

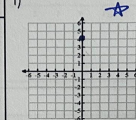
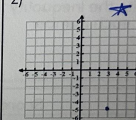
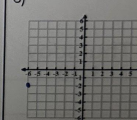


Teacher: Bellwork Journey

- Where We've Been
 - Math Review over the years
 - Math Review for bell work
- Where We're At
 - Math Review for Reinforcement
 - Reteaches
- Where We're Going
 - Math Review for Language
 - Math Review for Application

Monday 9/8 Summary of skills learned:	Question 1) $f(x) = -(x + 1)$ Create an input output table for each function <i>Order of Op. input output Exponents Rational function</i>	2) $f(x) = \frac{1}{3x}$ <table border="1"> <tr><th>x</th><th>y</th></tr> <tr><td>-2</td><td>$-\frac{1}{6}$ *</td></tr> <tr><td>0</td><td>$-\frac{1}{0}$ *</td></tr> <tr><td>2</td><td>$-\frac{1}{6}$ *</td></tr> </table>	x	y	-2	$-\frac{1}{6}$ *	0	$-\frac{1}{0}$ *	2	$-\frac{1}{6}$ *	3) $f(x) = 2(x - 1)^2 + 3$ <table border="1"> <tr><th>x</th><th>y</th></tr> <tr><td>-2</td><td>21 *</td></tr> <tr><td>0</td><td>5 *</td></tr> <tr><td>2</td><td>5 *</td></tr> </table>	x	y	-2	21 *	0	5 *	2	5 *
	x	y																	
	-2	$-\frac{1}{6}$ *																	
	0	$-\frac{1}{0}$ *																	
2	$-\frac{1}{6}$ *																		
x	y																		
-2	21 *																		
0	5 *																		
2	5 *																		
Score:	3/3	3/3	3/3																
Explanation:	<i>I remembered the zero rule, for und. and I was able to follow order of operations for</i>																		
Key Concept: I can identify the key features of a function																			

Wednesday 9/3 Summary of skills learned: <i>graph points</i>	Question Graph the following points 1) (2, 3) 2) (-1, 2) 3) (-5, 0)	1) 	2) 	3) 
	Score:	1/1	1/1	1/1
	Explanation:	<i>I marked the x and y and then found the point on the graph</i>		
	Key Concept: I can graph points on a coordinate plane			

Monday 9/8 Summary of skills learned: <i>coordinate, quadratic, graphs, plane, point.</i>	Question Graph the following points 1) (0, 4) 2) (3, -5) 3) (-6, -2)	1) 	2) 	3) 
	Score:	1/1	1/1	1/1
	Explanation:	<i>I correctly graphed the coordinates.</i>		
	Key Concept: I can graph points on a coordinate plane			

Student:

Math Review

Ava Graves

10th Grade

ASB 10th Grade President

What does Math Review/Bellwork do for your Academic Engagement?

- **Introduction**
 - Change of pace from other classes
 - Starting to think about math
 - **Repetition**
 - Many students learn best through repetition
 - **Test review**
 - "Studying" in class
 - Test questions on math review
-

Q&A

Any questions?
Ask away!



Thank you!

Questions?
Contact: Nick Lupo
Taft Principal
nick.lupo@lincoln.k12.or.us

- b. Financial Report. BG-3
 - 1. Monthly Financial Report

General Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2024-25

Year To Date Transactions as of June 30, 2025 as of 9-4-25

	Period 1 Actual July '24	Period 2 Actual Aug '24	Period 3 Actual Sept '24	Period 4 Actual Oct '24	Period 5 Actual Nov '24	Period 6 Actual Dec '24	Period 7 Actual Jan '25	Period 8 Actual Feb '25	Period 9 Actual March '25	Period 10 Actual April '25	Period 11 Actual May '25	Period 12 Actual June '25	Period 13 Actual July '25	Actual 2024-25 Totals	Adopted 2024-25 BUDGET	Year-To-Date 2024-25 Actuals	YTD Diff Budget vs. Projected	% of Budget
REVENUES																		
LOCAL SOURCES:																		
Current year's levy					38,787,420	2,060,406	514,850	229,520	1,223,578	166,507	196,057	1,239,321		44,417,659 *	44,976,913	44,417,659	(559,254)	99%
Prior years' taxes	329	167,592	173,911	73,928	78,431	120,931	45,104	16,838	44,459	39,828	48,928	123,293		933,571 *	805,000	933,571	128,571	116%
Interest on Investments	85,647	86,034	76,359	49,617	80,717	222,453	177,852	153,920	141,421	121,390	120,455	244,440		1,560,305	1,090,000	1,560,305	470,305	143%
Fees Charged to Grants		2,618	18,596	47,391	7,951	661	68,589	36,937	-	31,161	38,454	210,170		462,528	650,000	462,528	(187,472)	71%
Rentals														0	10,000	-	(10,000)	0%
Contributions				511										511		511	511	#DIV/0!
Other Local Income	3,236	2,572	3,262	26,527	35,110	120,993	132,823	19,397	71,424	126,328	55,968	195,137		792,778	1,283,546	792,778	(490,768)	62%
INTERMEDIATE SOURCES:																		
ESD - Severe Disab Support						122,973					122,973			245,946	180,000	245,946	65,946	137%
County School Fund					35,810			41,913			85,815	42,781		206,320 *	300,000	206,320	(93,680)	69%
Other, Hvy Eq Rent Tax, etc			1,215			89	1,537		70	3,227	50	884		7,070		7,070	7,070	#DIV/0!
STATE SOURCES:																		
SSF- Current Year	3,766,492	1,882,116	1,882,116	1,882,116	1,882,116	1,882,116	1,882,116	1,882,116	1,526,379	1,526,380	1,883,929			21,877,992	22,763,459	21,877,992	(885,467)	96%
SSF- Prior Year														0		-	-	#DIV/0!
Common School Fund							340,855					340,855		681,710 *	663,240	681,710	18,470	103%
State Timber				57,376				67,156			137,498	68,546		330,577 *	500,000	330,577	(169,423)	66%
Unrstd Grants, HCD, Wildfire								17,524		1,268,860	405,105	1,324,854		3,016,343	1,184,296	3,016,343	1,832,047	255%
FEDERAL SOURCES:																		
Federal Forest Fees									46,173					46,173		46,173	46,173	#DIV/0!
Foster Care Transp Reimb														0	50,000	-	(50,000)	0%
OTHER RESOURCES:																		
Interfund Transfer														0		-	-	#DIV/0!
Sale of Assets/Ins Proceeds						9,310		19,026		1,395		30,842		60,572		60,572	60,572	#DIV/0!
Beginning Fund Balance	16,939,952													16,939,952	15,281,164	16,939,952	1,658,788	111%
Total Monthly Revenues	20,795,656	2,140,932	2,155,458	2,080,091	40,964,932	4,539,931	3,163,725	2,484,346	3,007,331	3,331,248	3,095,233	3,821,123	0	91,580,005	89,737,618	91,580,005	1,842,387	102%
CUMULATIVE RESOURCES	20,795,656	22,936,588	25,092,046	27,172,136	68,137,068	72,676,999	75,840,724	78,325,070	81,332,401	84,663,649	87,758,882	91,580,005	91,580,005					

EXPENDITURES																		
Salaries (100)	640,032	921,545	2,744,439	2,876,198	3,004,145	2,821,751	2,852,456	2,951,415	2,833,003	2,731,251	3,065,298	7,020,371		34,461,905	33,893,322	34,461,905	568,583	102%
Employee benefits (200)	276,432	391,588	1,360,653	1,478,401	1,410,601	1,378,263	1,417,784	1,401,221	1,372,522	1,400,543	1,437,339	3,586,249		16,911,596	18,721,528	16,911,596	(1,809,932)	90%
Purchased services (300)	1,254,143	794,565	1,110,247	1,676,837	1,002,948	1,907,683	1,784,009	1,574,509	1,521,878	1,593,836	1,603,581	2,006,155		17,830,392	19,521,069	17,830,392	(1,690,677)	91%
Supplies (400)	97,577	175,305	322,639	121,253	144,103	181,098	105,213	64,839	63,050	170,257	156,272	126,275		1,727,882	2,365,569	1,727,882	(637,687)	73%
Capital outlay (500)		19,480								70,000				89,480	146,000	89,480	(56,520)	61%
Insurance/Other (600)	957,114	27,925	36,109	8,270	36,643	26,271	8,328	6,107	3,633	141	8,669	24,822		1,144,032	1,186,285	1,144,032	(42,253)	96%
Interfund Transfers (700)											4,800,000			4,800,000	4,800,005	4,800,000	(5)	100%
Contingency (800)														0	3,750,000	-	-	0%
Unappropriated Funds (800)														0	5,353,840	-	-	0%
Total Monthly Expenditures	3,225,299	2,330,409	5,574,087	6,160,960	5,598,441	6,315,067	6,167,790	5,998,091	5,794,085	5,966,028	11,071,159	12,763,871	0	76,965,286	89,737,618	76,965,286	(3,668,492)	86%
CUMULATIVE EXPENDITURES	3,225,299	5,555,707	11,129,795	17,290,755	22,889,196	29,204,263	35,372,053	41,370,144	47,164,228	53,130,257	64,201,415	76,965,286	76,965,286					
Month-end Fund Balance	17,570,357	17,380,881	13,962,251	9,881,381	45,247,872	43,472,736	40,468,671	36,954,927	34,168,173	31,533,393	23,557,467	14,614,719	14,614,719	14,614,719				14,614,719

Revenue Assumptions:		* Local Revenue - Projected	46,616,008
Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years		Local Revenue included in 4/29/25 SSF Estimate	47,263,623
24-25 ODE Wildfire Funds		Estimated 2024/25 SSF Adjustment (May 2026)	647,615
		Anticipated Ending Fund Balance	15,262,334
		Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(9,103,840)
		Estimated Building Carryover for use in 25/26	(1,031,617)
		Excess Ending Fund Balance	5,126,877
			Early Wildfire Rev, Unspent Empl Bens & Purch Svcs

	Monthly ADM - Prior Years						Monthly ADMr Comparison	Monthly ADM 2024-25	YTD ADM 2024-25	Budgeted	YTD Diff
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24					
Expenditure Assumptions:	5,523.3	5,567.9	4,892.4	5,163.5	5,095.5	4,959.1	September	4,775.6	4,775.6		
Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years	5,549.3	5,586.5	4,945.8	5,189.8	5,111.6	4,984.2	October	4,783.3	4,767.7		
	5,541.6	5,596.7	4,968.0	5,191.8	5,109.0	4,974.9	November	4,737.4	4,757.7		
	5,538.8	5,585.9	5,089.1	5,192.9	5,098.5	4,961.0	December	4,705.5	4,746.6		
	5,512.2	5,577.6	5,054.0	5,184.1	5,095.4	4,945.4	January	4,656.8	4,726.8		
	5,491.0	5,569.1	5,052.3	5,180.8	5,103.0	4,935.4	February	4,660.4	4,716.6		
	5,476.0	COVID-19	5,048.6	5,170.4	5,101.0	4,911.4	March	4,662.1	4,709.8		
	5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6	4,872.3	April	4,644.5	4,700.5		
	5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8	4,859.1	May	4,629.9	4,690.4	4,752.7	(62.3)
	5,482.5		5,090.2	5,122.6	5,007.0	4,833.5	June				
	5,482.5	15	5,090.2	5,122.6	5,072.2	4,916.2	June YTD				

**Lincoln County School District
2024-25 General Fund - Purchased Services Monthly Comparison**

June 2025

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total		
Prof Instruction Svcs	1,413	6,627	19,480	42,123	57,061	15,108	61,942	32,197	25,032	26,693	53,863	171,405	512,944		
Cleaning Services	190,642	191,984	191,835	190,642	194,394	C	383,744	192,357	192,133	198,842	190,642	191,537	2,308,751		
Repairs & Maint	4,554	4,456	27,865	9,578	10,930	12,107	33,585	12,481	10,997	30,011	16,860	32,298	205,721		
Rentals	4,846	20,039	22,622	1,599	1,615	1,615	5,497	1,789	2,234	1,669	3,278	2,017	68,820		
Utilities	30,042	15,424	126,738	106,931	107,144	159,577	189,339	176,352	177,379	178,125	160,255	389,254	1,816,559		
Transportation	1,297	11,543	B	157,619	761,602	43,332	1,158,696	548,212	609,381	555,707	521,734	648,013	1,015,469	6,032,604	
Travel	20	6,761	6,609	6,685	6,536	5,773	7,196	2,803	8,485	14,326	11,943	17,948	95,085		
Telephone		8,210	4,772	14,560	9,674	4,534	13,232	4,737	8,237	17,163	8,956	20,124	114,200		
Postage	1,695	2,245	3,732	3,565	6,372	2,214	3,262	5,078	2,114	3,857	2,936	6,615	43,686		
Advertising		20			700			283	45		84	320	1,452		
Printing & Binding		9,055	7,843	14,818	10,418	7,688	11,027	10,656	11,266	10,537	12,552	10,726	116,586		
Data Lines		60	127	459	457	127	1,780	524	60	921	390	(2,317)	2,588		
Charter School Pmts	972,459	486,971	486,971	486,971	486,971	486,971	486,971	486,971	486,971	486,971	E	416,961	5,772,159		
Tuition		29,728	29,728	28,769	29,728	28,769	29,728	29,728	26,851	29,728	28,769	63,447	354,970		
Audit Services						17,770				13,100			30,870		
Legal Services		165	11,531	7,133	2,218	2,718		472		232	878	2,854	28,202		
Architect/Engr Svcs													-		
Neg/Labor Consltg													-		
Managemnt Svcs								D	13,508	D	6,742	D	37,417	52,638	110,305
Data/Tech Svcs		75	5,430		1,500	3,000	1,500	1,500		3,000		(3,586)	12,419		
Election Services													-		
Other Gen Prof Svcs	47,176	1,203	7,344	1,404	33,898	1,016	6,995	7,201	859	50,194	9,476	35,397	202,163		
Total	1,254,143	794,565	1,110,247	1,676,837	1,002,948	1,907,683	1,784,009	1,574,509	1,521,878	1,593,845	1,603,272	2,006,146	17,830,083		

For Reference Only:

Less Transportation	(1,297)	(11,543)	(157,619)	(761,602)	(43,332)	(1,158,696)	(548,212)	(609,381)	(555,707)	(521,734)	(648,013)	(1,015,469)	
Charter Sch Pmts	(972,459)	(486,971)	(486,971)	(486,971)	(486,971)	(486,971)	(486,971)	(486,971)	(486,971)	(486,971)	(416,961)	-	

Purchased Services

	280,387	296,052	465,657	428,264	472,645	262,017	748,826	478,158	479,199	585,140	538,299	990,677	A
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Notes:

A: Removing Transportation & Charter Payments with their irregular payment patterns from the totals smooths the monthly totals for comparison purposes. For Reference Only.

B: July Home To School Invoice, August & September paid in early October

B: October invoice paid in early December due to the Thanksgiving holiday

C: December custodial invoice not received until January

D: Wright Public Affairs - Bond Services, will be reimbursed from bond proceeds

Updated Amounts from original reports - Correcting entries have been done

E: 23/24 Final & May Reconciled SSF Payments

LINCOLN COUNTY SCHOOL DISTRICT

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	1,120,618		1,323,035	(202,417)
Intermediate			25,681	
State	2,528,812		3,889,384	(1,360,572)
Federal	8,052,219		6,343,420	1,708,799
Fund Tfrs/Asset Sales			0	
Beg. Fund Balance *	2,000,227		2,536,856	(536,629)
Total Revenues	13,701,876		14,118,377	(416,501)
Expenditures:				
Instruction	5,326,440		5,711,555	(385,115)
Support Services	6,251,221		4,648,683	1,602,538
Enterprise	588,592		453,494	135,099
Facilities Acq & Const	1,360,860		845,956	514,904
End Fund Bal/Tfrs	174,763		174,763	
Total Expenditures	13,701,876	0	11,659,687	2,042,189
Fund Balance			2,458,689	***
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales	100,000		100,000	0
Beg. Fund Balance*	94,975		95,154	(179)
Total Revenues	194,975	0	195,154	(179)
Expenditures:				
Instruction	94,975		8,875	86,100
Support Services			0	
End Fund Balance	100,000		100,000	
Total Expenditures	194,975	0	8,875	186,100
Fund Balance			186,279	
Less Encumbered			0	
Available for Expenditure			186,279	
Musical Instruments (287)				
Revenues:				
Transfers	100,000		100,000	0
Beg. Fund Balance*	495,640		434,822	60,818
Total Revenues	595,640		534,822	60,818
Expenditures:				
Instruction	355,000		1,166	353,834
Support Services	40,640			40,640
End Fund Balance	200,000	200,000	0	
Total Expenditures	595,640	200,000	1,166	394,474
Fund Balance			533,656	
Less Encumbered			200,000	
Available for Expenditure			333,656	

* Beginning Fund Balances are Audited

** Fund Balances do NOT include encumbered expenditures

*** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal

2024-25 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of June 30, 2025 at 9-4-25

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	528,774		528,774	0
Beg. Fund Balance*			0	
Total Revenues	528,774		528,774	0
Expenditures:				
Instruction	487,534		493,780	(6,246)
Support Services	32,712		34,994	(2,282)
Enterprise	8,528			8,528
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	528,774	0	528,774	0
Fund Balance			0	***
Student Investment Account (289/989)				
Revenues:				
State	5,670,715		5,670,715	0
Beg. Fund Balance*			0	
Total Revenues	5,670,715		5,670,715	0
Expenditures:				
Instruction	2,459,749		2,478,521	(18,772)
Support Services	2,984,966		2,841,452	143,514
Enterprise	226,000		205,026	20,973
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	5,670,715	0	5,525,000	145,715
Fund Balance			145,715	***
Curriculum (290)				
Revenues:				
Local			156,829	(156,829)
Transfers	2,000,000		2,000,000	0
Beg. Fund Balance*	3,624,186		3,615,733	8,453
Total Revenues	5,624,186		5,772,562	(148,376)
Expenditures:				
Instruction	281,460		881,662	(600,202)
Support Services			565	(565)
Contingency	5,342,726			5,342,726
End Fund Balance				
Total Expenditures	5,624,186	0	882,228	4,741,958
Fund Balance			4,890,335	
Less Encumbered			0	
Available for Expenditure			4,890,335	

Payment Entries not Complete

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo Jr/Sr HS				
Revenues:				
Local			6,389	(6,389)
State	74,300		59,583	14,717
Beg. Fund Balance *	146,069		152,085	(6,016)
Total Revenues	220,369		218,057	2,312
Expenditures:				
Instruction	65,691		25,653	40,038
Support Services	22,361		19,580	2,781
Enterprise				0
Facilities Acq & Const				
Conting/End Fund Bal	132,317	74,300		58,017
Total Expenditures	220,369	74,300	45,233	100,836
Fund Balance			172,824	
Less Encumbered			74,300	
Available for Expenditure			98,524	
High School Success (292)				
Revenues:				
State	1,706,547		1,706,547	0
Beg. Fund Balance *			0	
Total Revenues	1,706,547		1,706,547	0
Expenditures:				
Instruction	841,535		806,098	35,438
Support Services	841,011		713,055	127,957
Facilities Acq & Const	24,000		39,053	(15,053)
End Fund Balance				
Total Expenditures	1,706,547	0	1,558,205	148,342
Fund Balance			148,342	***
Building Maintenance (293)				
Revenues:				
Local	71,022		58,693	12,329
State				
Federal				
Fund Tfrs/Asset Sales	1,300,000		1,300,000	0
Beg. Fund Balance *	2,225,881		2,065,990	159,891
Total Revenues	3,596,903		3,424,683	172,220
Expenditures:				
Instruction	300,000			300,000
Support Services	1,216,500		404,956	811,544
Enterprise				
Facilities Acq & Const	2,080,403		825,392	1,255,011
End Fund Bal/Tfrs				
Total Expenditures	3,596,903	0	1,230,348	2,366,555
Fund Balance			2,194,335	
Less Encumbered			0	
Available for Expenditure			2,194,335	

LINCOLN COUNTY SCHOOL DISTRICT

2024-25 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of June 30, 2025 at 9-4-25

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	239,500		209,532	29,968
State	35,000		178,410	(143,410)
Federal	3,299,661		2,539,904	759,757
Fund Tfrs/Asset Sales			57,434	(57,434)
Beg. Fund Balance *	400,000		556,043	(156,043)
Total Revenues	3,974,161		3,541,322	432,839
Expenditures:				
Instruction	116,323		99,554	16,769
Support Services	34,870		36,303	(1,433)
Enterprise	3,822,968		3,068,827	754,141
Facilities Acq & Const			124,306	(124,306)
End Fund Balance			0	0
Total Expenditures	3,974,161	0	3,328,990	645,171
Fund Balance			212,332	***

	Budget	Encumb'd	YTD Actual	Remaining
Student Activities (295)				
Revenues:				
Local	1,300,000		1,353,001	(53,001)
Beg. Fund Balance *	1,500,000		1,202,434	297,566
Total Revenues	2,800,000		2,555,435	244,565
Expenditures:				
Instruction	1,470,000		1,141,946	328,054
Support Services	110,000		37,849	72,151
Enterprise	50,000		70,074	(20,074)
Contingency	1,170,000			1,170,000
Total Expenditures	2,800,000	-	1,249,869	1,550,131
Fund Balance			1,305,566	
Less Encumbered			0	
Available for Expenditure			1,305,566	

	Budget	Encumb'd	YTD Actual	Remaining
Outdoor School for All (296)				
Revenues:				
State	327,689		223,419	104,270
Total Revenues	327,689		223,419	104,270
Expenditures:				
Instruction	307,906		219,130	88,776
Support Services	19,783		7,510	12,273
Total Expenditures	327,689	0	226,640	101,049
Fund Balance			(3,221)	***

	Budget	Encumb'd	YTD Actual	Remaining
ODE Facilities Grants (297)				
Revenues:				
State Sources				0
Total Revenues	0	0	0	0
Expenditures:				
Support Services	10,000			10,000
Total Expenditures	10,000	0	0	10,000
Fund Balance				

* Beginning Fund Balances are Audited

** Fund Balances do NOT include encumbered expenditures

*** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	38,015		165,312	(127,297)
Federal				
Transfers	1,300,000		1,300,000	0
Beg. Fund Balance*	3,310,915		3,385,061	(74,146)
Total Revenues	4,648,930		4,850,372	(201,442)
Expenditures:				
Instruction			8,286	(8,286)
Support Services	539,915		652,442	(112,527)
Contingency	500,000			500,000
End Fund Balance	3,609,015	3,609,015		0
Total Expenditures	4,648,930	3,609,015	660,728	379,187
Fund Balance			4,189,644	
Less Encumbered			3,609,015	
Available for Expenditure			580,629	

	Budget	Encumb'd	YTD Actual	Remaining
Vehicle Replacement (299)				
Revenues:				
Local	52,050		75,424	(23,374)
Sale of Assets				0
Beg. Fund Balance *	35,455		103,894	(68,439)
Total Revenues	87,505		179,318	(91,813)
Expenditures:				
Support Services	87,505		57,434	30,071
End Fund Balance				
Total Expenditures	87,505	0	57,434	30,071
Fund Balance			121,884	
Less Encumbered			0	
Available for Expenditure			121,884	

	Budget	Encumb'd	YTD Actual	Remaining
PERS Bonds Debt Service (320)				
Revenues:				
Local	4,963,418		5,066,314	(102,896)
Beg. Fund Balance *	10,190,020		10,155,084	34,936
Total Revenues	15,153,438		15,221,398	(67,960)
Expenditures:				
Debt Service	6,410,917		6,410,917	1
End Fund Balance	8,742,521	8,742,521		0
Total Expenditures	15,153,438	8,742,521	6,410,917	1
Fund Balance			8,810,481	

	Budget	Encumb'd	YTD Actual	Remaining
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,489,976		6,669,491	(179,515)
Transfers	6,515,005		6,515,000	5
Beg. Fund Balance *	1,350,977		2,815,974	(1,464,997)
Total Revenues	14,355,958		16,000,465	(1,644,507)
Expenditures:				
Debt Service	378,776		40,852	337,924
Transfers	6,515,000		6,515,000	0
End Fund Balance	7,462,182	7,462,182		0
Total Expenditures	14,355,958	7,462,182	6,555,852	337,924
Fund Balance	18		9,444,613	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	588,020		755,569	(167,549)
Beg. Fund Balance *	1,659,350		1,814,942	(155,592)
Total Revenues	2,247,370		2,570,511	(323,141)
Expenditures:				
Support Services	282,370			
Facilities Acq & Const	1,965,000		619,562	1,345,438
End Fund Balance				
Total Expenditures	2,247,370	0	619,562	1,627,808
Fund Balance			1,950,949	
Less Encumbered			0	
Available for Expenditure			1,950,949	

	Budget	Encumb'd	YTD Actual	Remaining
Future Property Purchases Reserve (420)				
Revenues:				
Local			51,870	(51,870)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,125,265		1,126,240	(975)
Total Revenues	1,125,265		1,178,110	(52,845)
Expenditures:				
Facilities Acq & Const	1,125,265			1,125,265
Total Expenditures	1,125,265			1,125,265
Fund Balance			1,178,110	

	Budget	Encumb'd	YTD Actual	Remaining
Dental/Vision Self Insurance (610)				
Revenues:				
Local	983,456		1,010,552	(27,096)
Beg. Fund Balance *	1,212,504		1,333,152	(120,648)
Total Revenues	2,195,960		2,343,704	(147,744)
Expenditures:				
Support Services	860,518		1,012,475	(151,957)
Contingency	1,335,442			1,335,442
Total Expenditures	2,195,960		1,012,475	1,183,485
Fund Balance			1,331,229	
Less Encumbered			0	
Available for Expenditure			1,331,229	

	Budget	Encumb'd	YTD Actual	Remaining
District Medical Group HRA (620)				
Revenues:				
Local	904,573		1,176,817	(272,244)
Beg. Fund Balance	2,664,117		2,867,959	(203,842)
Total Revenues	3,568,690		4,044,776	(476,086)
Expenditures:				
Support Services	440,000		618,599	(178,599)
End Fund Balance	3,128,690			3,128,690
Total Expenditures	3,568,690	0	618,599	2,950,091
Fund Balance			3,426,177	
Less Encumbered			0	
Available for Expenditure			3,426,177	

Payment Entries not Complete

Lincoln County School District
2025-26 Monthly Comparison - General Fund Projected to Actual
August 2025

REVENUES	Projected**	Actual	Actual Compared to Projected	Comments
LOCAL SOURCES:				
Current year's levy			-	*
Prior years' taxes	119,287	171,229	51,942	*
Interest on Investments	37,646	207,504	169,858	Interest not yet Segregated
Fees Charged to Grants	1,520		(1,520)	Varies based on actual expense
Rentals			-	
Contributions			-	
Other Local Income	15,650	(8,073)	(23,723)	
INTERMEDIATE SOURCES:				
ESD - Severe Disability Support			-	
County School Fund			-	*
Other, Hvy Eq Rent Tax, etc		1,250	1,250	
STATE SOURCES:				
SSF- Current Year	1,848,386	1,847,277	(1,109)	*
SSF- Prior Year			-	*
Common School Fund			-	*
State Timber			-	*
Unrestricted Grants			-	*
FEDERAL SOURCES:				
Federal Forest Fees			-	
Foster Care Transport Reimb			-	
OTHER RESOURCES:				
Interfund Transfer			-	
Sale of Assets/Ins Proceeds			-	
Beginning Fund Balance			-	
Total Monthly Revenue	2,022,489	2,219,186	196,697	
EXPENDITURES				
Salaries (100)	705,543	819,461	113,918	
Employee benefits (200)	352,963	347,369	(5,594)	
Purchased services (300)	1,346,676	900,229	(446,447)	
Supplies (400)	211,901	184,483	(27,418)	
Capital outlay (500)	42,112		(42,112)	
Insurance/Other (600)	137,716	4,406	(133,310)	
Interfund Transfers (700)			-	
Contingency (800)				
Unappropriated Funds (800)				
Total Monthly Expenditures	2,796,911	2,255,949	(540,962)	

*Indicates SSF formula revenue -- excesses are returned to the state

** Projections based on budget and average % received/expended during same time period over past 8 years

Lincoln County School District
 2025-26 General Fund - Purchased Services Monthly Comparison
 August 2025

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	400	709											1,109
Cleaning Services	195,560	195,560											391,121
Repairs & Maint	45,180	59,655											104,835
Rentals	1,615	29,368											30,983
Utilities	134	36,621											36,755
Transportation	77	3,668											3,745
Travel	1,862	2,855											4,716
Telephone		8,522											8,522
Postage	2,042	1,508											3,550
Advertising	115												115
Printing & Binding	4,147	4,956											9,103
Data Lines		390											390
Charter School Pmts	1,027,152	513,577											1,540,729
Tuition		33,166											33,166
Audit Services													-
Legal Services		300											300
Architect/Engr Svcs													-
Neg/Labor Consltg													-
Managemnt Svcs													-
Data/Tech Svcs													-
Election Services													-
Other Gen Prof Svcs	40,537	9,375											49,912
Total	1,318,821	900,229	-	-	-	-	-	-	-	-	-	-	2,219,051

For Reference

Only:

Less Transportation	(77)	(3,668)	-	-	-	-	-	-	-	-	-	-	-
Charter Sch Pmts	(1,027,152)	(513,577)	-	-	-	-	-	-	-	-	-	-	-
Purchased Services	291,593	382,984	-	-	-	-	-	-	-	-	-	-	A

Notes:

A: Removing Transportation & Charter Payments with their irregular payment patterns from the totals smooths the monthly totals for comparison purposes. For Reference Only.

LINCOLN COUNTY SCHOOL DISTRICT

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	2,644,752		248,314	2,396,438
Intermediate				
State	4,226,536			4,226,536
Federal	8,116,673			8,116,673
Beg. Fund Balance *	2,946,543		2,458,689	487,854
Total Revenues	17,934,504		2,707,003	15,227,501
Expenditures:				
Instruction	5,390,737	2,609,767	34,389	2,746,581
Support Services	7,811,049	1,660,053	157,575	5,993,421
Enterprise	883,134	194,797	8,433	679,905
Facilities Acq & Const	3,849,584	10,000		3,839,584
End Fund Bal/Tfrs				0
Total Expenditures	17,934,504	4,474,617	200,396	13,259,491
Fund Balance			2,506,607 ***	

Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	86,279		186,279	(100,000)
Total Revenues	86,279	0	186,279	(100,000)
Expenditures:				
Instruction	86,279	10,052		76,227
Support Services				0
End Fund Balance				0
Total Expenditures	86,279	10,052	0	76,227
Fund Balance			186,279	
Less Encumbered			10,052	
Available for Expenditure			176,227	

Musical Instruments (287)				
Revenues:				
Transfers				0
Beg. Fund Balance*	433,661		533,656	(99,995)
Total Revenues	433,661		533,656	(99,995)
Expenditures:				
Instruction	393,000			393,000
Support Services	40,661			40,661
End Fund Balance				0
Total Expenditures	433,661	0	0	433,661
Fund Balance			533,656	
Less Encumbered			0	
Available for Expenditure			533,656	

2025-26 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS As of August 31, 2025 - UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	563,400			563,400
Beg. Fund Balance*			0	0
Total Revenues	563,400		0	563,400
Expenditures:				
Instruction	528,104	399,727		128,377
Support Services	35,296	18,970	2,322	14,004
Enterprise				0
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	563,400	418,697	2,322	142,381
Fund Balance			(2,322) ***	

Student Investment Account (289/989)				
Revenues:				
State	5,571,216			5,571,216
Beg. Fund Balance*			145,715	(145,715)
Total Revenues	5,571,216		145,715	5,425,501
Expenditures:				
Instruction	2,539,308	1,961,555		577,753
Support Services	2,776,748	2,200,435	27,948	548,365
Enterprise	255,160			255,160
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	5,571,216	4,161,990	27,948	1,381,278
Fund Balance			117,767 ***	

Curriculum (290)				
Revenues:				
Local	80,000			80,000
Transfers	500,000			500,000
Beg. Fund Balance*	5,440,952		4,890,335	550,617
Total Revenues	6,020,952		4,890,335	1,130,617
Expenditures:				
Instruction	1,098,000	8,621	438,898	650,481
Support Services				0
Contingency	4,922,952			4,922,952
End Fund Balance				
Total Expenditures	6,020,952	8,621	438,898	5,573,433
Fund Balance			4,451,437	
Less Encumbered			0	
Available for Expenditure			4,451,437	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo Jr/Sr HS				
Revenues:				
Local				0
State	72,519			72,519
Beg. Fund Balance *	205,142		172,824	32,318
Total Revenues	277,661		172,824	104,837
Expenditures:				
Instruction	180,216			180,216
Support Services	24,926	6,300		18,626
Enterprise				0
Facilities Acq & Const				
Conting/End Fund Bal	72,519			72,519
Total Expenditures	277,661	6,300	0	271,361
Fund Balance			172,824	
Less Encumbered			6,300	
Available for Expenditure			166,524	

High School Success (292)				
Revenues:				
State	1,552,634			1,552,634
Beg. Fund Balance *			148,342	(148,342)
Total Revenues	1,552,634		148,342	1,404,292
Expenditures:				
Instruction	783,030	375,632	54,560	352,838
Support Services	769,604	271,192	32,899	465,513
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	1,552,634	646,823	87,459	818,351
Fund Balance			60,883 ***	

Building Maintenance (293)				
Revenues:				
Local	50,000		232	49,768
Federal				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance *	2,185,005		2,194,335	(9,330)
Total Revenues	2,235,005		2,194,567	40,438
Expenditures:				
Instruction	375,000			375,000
Support Services	675,000	3,685	49,130	622,185
Enterprise				
Facilities Acq & Const	1,185,005	15,120	47,942	1,121,943
End Fund Bal/Tfrs				
Total Expenditures	2,235,005	18,805	97,072	2,119,128
Fund Balance			2,097,495	
Less Encumbered			18,805	
Available for Expenditure			2,078,690	

* Beginning Fund Balances are Unaudited

** Fund Balances do NOT include encumbered expenditures

*** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal

LINCOLN COUNTY SCHOOL DISTRICT

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	269,150		2,965	266,185
State	125,000		2,305	122,695
Federal	3,326,636		16,118	3,310,518
Beg. Fund Balance *	100,000		212,332	(112,332)
Total Revenues	3,820,786		233,720	3,587,066
Expenditures:				
Instruction	68,210	82,992	15,935	(30,717)
Support Services	37,724	31,267	6,253	203
Enterprise	3,714,852	3,092,924	99,871	522,057
Total Expenditures	3,820,786	3,207,183	122,060	491,543
Fund Balance			111,661	***

	Budget	Encumb'd	YTD Actual	Remaining
Student Activities (295)				
Revenues:				
Local	1,380,723		109,287	1,271,436
Beg. Fund Balance *	1,500,000		1,305,566	194,434
Total Revenues	2,880,723		1,414,853	1,465,870
Expenditures:				
Instruction	1,500,723	175,401	83,309	1,242,013
Support Services	110,000	432	85	109,483
Enterprise	100,000			100,000
Contingency	1,170,000			1,170,000
Total Expenditures	2,880,723	175,833	83,394	2,621,496
Fund Balance			1,331,459	
Less Encumbered			175,833	
Available for Expenditure			1,155,627	

	Budget	Encumb'd	YTD Actual	Remaining
Outdoor School for All (296)				
Revenues:				
State	327,689			327,689
Total Revenues	327,689		0	327,689
Expenditures:				
Instruction	306,018			306,018
Support Services	21,671			21,671
Total Expenditures	327,689	0	0	327,689
Fund Balance			0	***

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	20,515		1,886	18,629
Transfers	500,000			500,000
Beg. Fund Balance*	4,475,000		4,189,644	285,356
Total Revenues	4,995,515		4,191,530	803,985
Expenditures:				
Instruction	334,000			334,000
Support Services	463,989	70,110	19,815	374,065
Contingency	1,000,000			1,000,000
End Fund Balance	3,197,526			3,197,526
Total Expenditures	4,995,515	70,110	19,815	4,905,591
Fund Balance			4,171,715	
Less Encumbered			70,110	
Available for Expenditure			4,101,605	

2025-26 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS As of August 31, 2025 - UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Vehicle Replacement (299)				
Revenues:				
Local	128,500			128,500
Sale of Assets				0
Beg. Fund Balance *	96,557		121,884	(25,327)
Total Revenues	225,057		121,884	103,173
Expenditures:				
Support Services	225,057		55,348	169,709
End Fund Balance				
Total Expenditures	225,057	0	55,348	169,709
Fund Balance			66,536	
Less Encumbered			0	
Available for Expenditure			66,536	

	Budget	Encumb'd	YTD Actual	Remaining
PERS Bonds Debt Service (320)				
Revenues:				
Local	4,850,636		174,546	4,676,090
Beg. Fund Balance *	7,162,566		8,810,481	(1,647,915)
Total Revenues	12,013,202		8,985,027	3,028,175
Expenditures:				
Debt Service	6,167,240			6,167,240
End Fund Balance	5,845,962			5,845,962
Total Expenditures	12,013,202	0	0	12,013,202
Fund Balance			8,985,027	

	Budget	Encumb'd	YTD Actual	Remaining
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,179,420		24,642	6,154,778
Transfers	6,695,000			6,695,000
Beg. Fund Balance *	8,862,585		9,444,613	(582,028)
Total Revenues	21,737,005		9,469,255	12,267,750
Expenditures:				
Debt Service	15,042,000			15,042,000
Transfers	6,695,005			6,695,005
End Fund Balance				0
Total Expenditures	21,737,005	0	0	21,737,005
Fund Balance			9,469,255	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	620,000		45,914	574,086
Beg. Fund Balance *	1,944,505		1,950,949	(6,444)
Total Revenues	2,564,505		1,996,863	567,642
Expenditures:				
Support Services	510,000		42,999	467,001
Facilities Acq & Const	2,054,505	886,074	5,757	1,162,674
Total Expenditures	2,564,505	886,074	48,756	1,629,675
Fund Balance			1,948,107	
Less Encumbered			886,074	
Available for Expenditure			1,062,033	

	Budget	Encumb'd	YTD Actual	Remaining
OSCIM Grant - Capital Construction Fund				
Revenues:				
State				0
Beg. Fund Balance *				0
Total Revenues	0		0	0
Expenditures:				
Support Services				0
Facilities Acq & Const				0
Total Expenditures	0	0	0	0
Fund Balance			0	
Less Encumbered			0	
Available for Expenditure			0	

	Budget	Encumb'd	YTD Actual	Remaining
Future Property Purchases Reserve (420)				
Revenues:				
Local	25,000			25,000
Fund Trfs/Asset Sales				
Beg. Fund Balance *	1,156,355		1,178,110	(21,755)
Total Revenues	1,181,355		1,178,110	3,245
Expenditures:				
Facilities Acq & Const	1,181,350			1,181,350
Transfers	5			
Total Expenditures	1,181,355			1,181,355
Fund Balance			1,178,110	

	Budget	Encumb'd	YTD Actual	Remaining
Dental/Vision Self Insurance (610)				
Revenues:				
Local	1,011,583		30,186	981,397
Beg. Fund Balance *	1,356,628		1,331,229	25,399
Total Revenues	2,368,211		1,361,415	1,006,796
Expenditures:				
Support Services	988,107		167,954	820,153
Contingency	1,380,104			1,380,104
Total Expenditures	2,368,211		167,954	2,200,257
Fund Balance			1,193,461	
Less Encumbered			0	
Available for Expenditure			1,193,461	

	Budget	Encumb'd	YTD Actual	Remaining
District Medical Group HRA (620)				
Revenues:				
Local	910,000		9,460	900,540
Beg. Fund Balance	3,217,270		3,426,177	(208,907)
Total Revenues	4,127,270		3,435,637	691,633
Expenditures:				
Support Services	1,114,655	20,438	88,706	1,005,511
End Fund Balance	3,012,615			3,012,615
Total Expenditures	4,127,270	20,438	88,706	4,018,126
Fund Balance			3,346,931	
Less Encumbered			20,438	
Available for Expenditure			3,326,493	

* Beginning Fund Balances are Unaudited

** Fund Balances do NOT include encumbered expenditures

*** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over \$25,000 - All Funds
2025-26 Fiscal Year
AUGUST 2025

Date	Payee	Description	Amount
8/7/2025	JERRY PRATER CONSTRUCTION, INC	CVH -ROOF PLAYSHED/NMS- PARAPHET REPL F293	\$ 27,755.00
8/7/2025	FRONTLINE EDUCATION	HR MANAGEMENT SOFTWARE	\$ 56,773.68
8/8/2025	SODEXO, INC & AFFILIATES (CUST)	25-26 CUSTODIAL CONTRACT	\$ 197,294.67
8/15/2025	LATHAM CENTERS, INC.	TUITION-SPECIAL ED OUT OF STATE PLACEMENT	\$ 33,165.66
8/15/2025	INCIDENT IQ, LLC	TECH & F/M WORK TICKET SOFTWARE	\$ 26,091.32
8/15/2025	AVID CENTER	AVID-STAFF DEVELOPMENT	\$ 32,899.00
8/22/2025	EDDYVILLE CHARTER SCHOOL	SSF PAYMENT/OUTDOOR SCHOOL REIMB	\$ 298,054.00
8/22/2025	SILETZ VALLEY CHARTER SCHOOL	25-26 SSF PAYMENT	\$ 231,573.00
8/29/2025	WESSCO	20 YD TRASH COMPACTOR-TOHS	\$ 42,999.00
8/29/2025	SODEXO, INC & AFFILIATES (CAFE)	ARCADIA FREEZER FOOD LOSS (INS TO REIMB)	\$ 50,265.10
8/29/2025	IMAGINE LEARNING LLC	ONLINE CURRICULUM - HSS	\$ 75,344.50

**LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
August 31, 2025**

Oregon State Treasury - Local Government Investment Pool	
Beginning Balance	\$ 38,490,503
Additions	1,721,202
Reductions	-
Ending Balance	\$ 40,211,705

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds	
Beginning Balance	\$ 581,780
Additions	259,614
Reductions	0
Ending Balance	\$ 841,394

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds	
Beginning Balance	\$ 661,109
Additions	295,697
Reductions	0
Ending Balance	\$ 956,806

Oregon Coast Bank - Money Market Account	
Beginning Balance	\$ 12,612,087
Additions	48,739
Reductions	1,200,000
Ending Balance	\$ 11,460,826

Oregon Coast Bank - 9 Month Time CD (Fund 331 QSCB Sinking Fund)	
3.94%	
Beginning Balance	\$ 1,881,199
Additions	
Reductions	-
Ending Balance	\$ 1,881,199

Monthly Totals	
Beginning Balance	\$ 54,226,678
Additions	\$ 2,325,252
Reductions	\$ 1,200,000
Ending Balance	\$ 55,351,930

<u>Interest Rates</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>
LGIP	4.60%	4.60%	4.60%
Oregon Coast Bank	4.65%	4.65%	4.65%

**LINCOLN COUNTY SCHOOL DISTRICT
 BOND CAPITAL CONSTRUCTION FUND 425
 UNAUDITED FINANCIAL STATEMENTS
 As of August 31, 2025**

	Budget	Encumb'd	Actual	Remaining
ALL PERIODS TO DATE				
Revenues:				
Local - Interest			61,107	
Bond Proceeds			78,754,146	
Fund Tfrs/Asset Sales				
Beg. Fund Balance *				
Total Revenues	0		78,815,253	(78,815,253)
Expenditures:				
Instruction				
Support Services			565,665	
Facilities Acq & Const		3,095,104	1,306,773	
End Fund Bal/Tfrs				
Total Expenditures	0	3,095,104	1,872,438	0
Fund Balance			76,942,815	
Less Encumbered			3,095,104	
Available for Expenditure			73,847,711	

**LINCOLN COUNTY SCHOOL DISTRICT
BOND INVESTMENTS REPORT
August 31, 2025**

**Piper Sandler & Co Brokerage Account, Bank of New York - Pershing
US Treasury Fixed Income Securities**

Beginning Balance	\$	-
Additions		59,146,563
Reductions		191,405
Ending Balance	\$	58,955,158

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	\$	-
Additions		13,019,660
Reductions		
Ending Balance	\$	13,019,660

Oregon Coast Bank - Money Market Account

Beginning Balance	\$	-
Additions		78,295,421
Reductions		72,146,573
Ending Balance	\$	6,148,848

Monthly Totals

Beginning Balance	\$	-
Additions	\$	150,461,644
Reductions	\$	72,337,978
Ending Balance	\$	78,123,666

Interest Rates

Aug

LGIP	4.60%
Oregon Coast Bank	4.65%

c. First Student Report (Written). BG-4

**Lincoln County School District
Board Meeting General Session, September 9, 2025**

Date: September 04, 2025

Dear: LCSD School Board & Transportation Leadership,

The school year is already in full swing, and we are renewing our relationships with our returning students but also building new ones with new students. We are reteaching school bus rules and working diligently with all students, so we can be safe and respectful together.



Driver staffing

We are working diligently to increase the applicant flow through recruiting campaigns.

- FY 26 Wages: \$22.45 – \$27.91
- Hiring Bonuses of \$3500 for CDL S/P endorsed drivers
- Hiring Bonuses of \$2000 for non-CDL S/P endorsed drivers
- Paid Training
- \$500 Employee Referral Bonus

The data on the left represents current driver availability and route count based on student registrations, and drivers intentions to return. We continue to receive registrations and transportation change requests that sometimes lead to significant route changes and



Recruiting

With school-start preparations and the beginning of school, our focus shifted towards a successful launch of SY 2025/2026. During the first two days, we experienced “growing pains” with many parent calls, delayed routes and a few misplaced students who were quickly found (they were either loaded to the incorrect bus or visited with friends instead of going straight home after getting off the bus.

We encountered a few hiring issues due to the closure of South Beach Security and Samaritan Health currently not providing DOT Physical & Pre-employment Drug Screening services. We have found alternative ways to move candidates through the federal and state requirements

Route Count	56
GenEd	35
SpEd	14
Type 10	7
Driver Staffing Goal	62
Drivers Assigned to a Route	56
Cover Drivers	6
Borrowed Drivers	0
Total Drivers On Hand Excluding staff or borrowed drivers	50
CDL	41
Type 10	7
Borrowed Drivers	2
Casual Drivers (limited route availability)	(7)
Over/(Short) for Route Coverage	-6
Drivers in Training/Testing	6
Apps as of 09/04/2025	5
Permit Pending	7
Total # in Training (Classroom)	0
Behind-the-Wheel Training	4
Leave/Unavailable	0



Customer issues/ resolutions

- **Driver Shortage:**
 - Our pipeline remains healthy; however, there are many candidates who test out of the program due to failing their background or drug test.
 - FirstAlt remains an opportunity that can help us with the transportation of students in various programs (HELP, MV) and students with special needs. With routing in full swing, we are identifying true needs for this service.



Noteworthy Successes

- This year, we were able to represent First Student at all Open Houses. During these events, we shared information about routing and FirstView 1.0. Families appreciated our presence, and we enjoyed connecting with the community on this level.
- Now that our buses are rolling regularly, our drivers are identifying minor issues with their buses that ODE labels as 30-day fixes. Our technicians do not wait 30 days...they get to the complaints usually the same week if not the same day.
- The three new additions to the fleet have been registered and will be on the road very soon. We will rotate the Type 20 buses, so that the schools who use their vehicles more frequently receive the new buses, while the ones with more mileage will go to the schools that use them less often. This process insures that the vehicles age at a balanced rate.



Technology Updates

- **First Planning Solutions** – Our routing software, Versatrans, is used by transportation staff in schools and by our routers. A security feature of the system requires the users to log in frequently. If a user does not log in for thirty days, their account is disabled, and FPS Support must be contacted to enable access. Many school staff do not log into Versatrans over the summer, so when they return to school, many accounts need to be enabled, and a new password is issued. This process is easy and usually has a 24-hour turn-around.
- **R2X- Route Change Request Tool-** Until 08/22/2025, we pulled the transportation data for registered students from Synergy to build routes. After that deadline, school staff began to use R2X to add new students and changes to existing transportation plans to the routing queue. In the beginning of the school year, we ask for up to 10 days to route students; however, our team is so efficient with Versatrans, that most requests are fulfilled within a few days if not even the day the request is received.
- **First View District Dashboard and Parent Tracking App-** During the summer, FirstView was upgraded. Users of the old platform were notified about the upgrade and how to switch over to the new dashboard that has become more intuitive and user friendly. As we get closer to route completion, parents will receive detailed instructions on how to switch to the updated ParentApp. As always, we will be available to help with any issues that may arise.
- **Driver Hub** – Driver turn-by-turn directions and onboard job aid. In the beginning of the school year, routes are never accurate and change with each request that comes through R2X. Since DriverHub updates routes every Wednesdays, the tablets are not always 100% correct. As the registrations ease up, routes become more regulated, and the DriverHub tablets become a useful tool for drivers and monitors.



Routing updates

- During this year's routing season, we have an increased number of students who qualify for cross-border transportation. We route these students as efficiently as possible, so they do not end up riding the bus for more than an hour. Sometimes families live so far away from their schools that it is not possible to stay within the hour ride. We continue to hire and train van drivers, so we can shorten these trips, and the use of FirstAlt would allow for an even more efficient transportation plan for some of the travelling students.



Latest news

- FirstAlt provides an alternative to the yellow fleet. [Here](#) is a little more information about the service.
- [FirstServes](#) provides structured planning and support to bridge the gap between the classroom and the school bus. Having gone through the training, I believe that this service not only benefits our students with special needs. The concepts and tools become invaluable for any group of riders, allowing drivers and monitors to be more in tune with their passengers while being better equipped to prevent issues on the bus.



Important dates

- 09/05/2025-Stuff-a-Bus in Lincoln City at the Mall.
- September 2025-All LCSD Fall Evacuation Drills are scheduled for all areas to be compliant with ODE Regulations.
- TBD-Staff Luncheon and Celebrations

d. Custodial Services Report (Written). BG-4



SODEXO & LINCOLN COUNTY SCHOOL DISTRICT

END OF THE MONTH REPORT- CUSTODIAL

SUMMER PART 2 2025

SUMMER HIGHLIGHTS

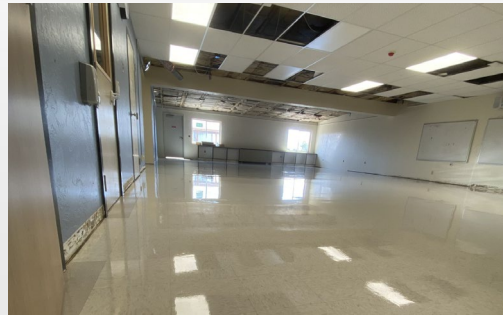
- Not covered during August board meeting: North area
- CLASS program working with P.B.I.S.: Continued meetings with Natailia Aguilar to align Sodexo standards with LCSD programs
- Weekend Projects: all our crews worked very are all summer. Some of our crews went above and beyond.
 - Lupita Sanchez lead at Taft Ele. and her crew worked 12 days straight to ensure the construction project at Yaquina view Ele. was ready for staff the first week they were back in the building. (see pictures)
 - Brooke Hummel (Taft 7-12) also worked 12 days straight at one point ensuring that our new bathrooms were ready to go. Big shout out to both our custodial teams at Taft 7-12 & Taft Ele.



SUMMER HIGHLIGHTS

- Continued...
- Oceanlake Elementary did a great job this summer also. We will be covering more on them during April's board meeting.
- Working with First Student on new bus disinfection product.
- All principal meetings have been setup and GM will report to Rich about every meeting.
- We are taking applications for on-call and temporary positions.





YAQUINA VIEW ELEMENTARY: NEW CONSTRUCTION



TAFT 7-12 : NEW CONSTRUCTION

CHALLENGES

Keeping safety mindset in the midst of rushing to finish/take care of LCSD before Sept. 2nd

Last minute request from building leadership

Lag time on certain products

SAFETY

 Injuries/Incidents: 1 for July & Aug. YTD 5 (1 non-recordable, 2 recordable and 2 medical emergency)



Loss Time: 0



Safe Schools: All EEs have finished Vector training prior to school starting



3 Checks for Safety: 1.)- Do I know how to perform the task? 2.) Do I have the correct tools/PPE? 3.) Is my environment safe? (answer No to any of these questions then stop and call a manager!)



Monthly Safety training: Slips, Trips and Falls & Active shooter/Eminent threat (Aug-Sept)

e. Nutrition Services Report BG-4

THE MONTHLY FEED - SEPTEMBER 2025

jamie.nicholson@lincoln.k12.or.us
patty.graves@lincoln.k12.or.us
rebecca.smith@lincoln.k12.or.us



Celebrating our team!

Under 1 year of service

- Hope
- Delila
- Ofelia
- Brandie
- Karen
- Amy
- Jennifer
- Mikey
- Brandon
- Zach
- Shelly
- William
- Cheryl

1-3 years of service

- Grant-1
- Trista-1
- Nicole-1
- Cody-1
- Michelle-2
- Iris-2
- Adam-3
- Brent-1
- Katie-1 1/2
- Jessica-2

4 -6 years of service

- Kat-4
- Sherry-3
- Aiden-4
- Justin-4
- Leann-6
- Blake-4
- Brandon-6
- Joe-4
- Shane-7

7-10 years of service

- Brenda-10
- Eric-7
- Jan-7
- Gina-7
- Krista-9
- Rhonda-9

10-20 years of service

- Michelle-13

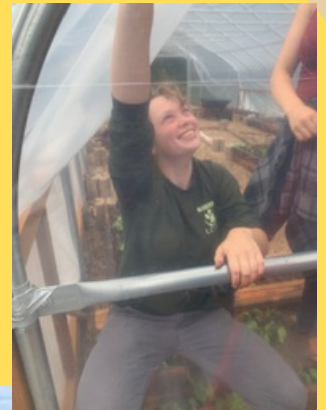
20+ years of service

- Linda 25+

**To the entire Nutrition Services team,
thank you for all you do!!**



Grow Lincoln County summer interns completed the amazing new hoop house classroom space at Toledo Jr/Sr High garden! This will be an amazing year round opportunity to learn and grow. This, in addition to garden beds and the small orchard, utilized an otherwise unused space and created a fantastic hands-on learning space. Food grown will go into school meals. 🌱





WHAT'S GROWING ON?

-LCSD SCHOOL GARDENS-



Our end-of-summer honey processing from local donated hives.



Did you know that raw honey never goes bad?



Meal Prices

7/1/2025 - 6/30/2026

BREAKFAST

Choice of Entree, Fruits, and Milk

- Student Breakfast ----- FREE
- Additional Breakfast ----- \$3.00
- Adult Breakfast----- \$3.00
- Milk ----- \$.75

LUNCH

Unlimited Salad Bar with Entree Choice and Milk

- Student Lunch ----- FREE
- Additional Lunch----- \$6.00
- Additional Entree Only ----- \$3.00
- Adult Lunch ----- \$6.00

Every Student can get one free breakfast and lunch each school day.

This Institution is an Equal Opportunity Provider



National Night Out 2025



NEWPORT



TOLEDO



WALDPORT



LINCOLN CITY

We asked kids "What is your favorite school lunch item?" Can you guess what they said?

Our cheesy breadsticks & homemade pizza topped the list this year!

Free language assistance, auxiliary aids, and/or accommodations are available upon request. Meal accommodations can also be made to support medical needs as well as some preferential dietary needs.

Please contact your school, Nutrition Services, or email jamie.nicholson@lincoln.k12.or.us

@lcsdschoolgardens

@Lincoln County Oregon School Gardens

Summer Meals Served

Breakfast: 1,122 Lunch: 1,968

Total Meals Served: 3,090

Save the date! October 11th
11am - 6pm

GARLICPALOOZA



Location - Toledo Memorial Field

6. Board Reports
7. Superintendent's Report
 - a. Board Meeting Calendar Update

**LINCOLN COUNTY SCHOOL DISTRICT BOARD OF DIRECTORS
BOARD MEETING CALENDAR FOR 2025-2026 FISCAL YEAR**

The Board of Directors will meet on the second Tuesday of each month at 6:30 p.m. for regular business meetings, unless otherwise noticed, in 2025-26. Work sessions will be scheduled on the Second Tuesday of certain months at 5:00 and fourth Tuesdays of certain months (current listed work sessions are tentatively scheduled and are subject to change). Agendas are prepared by the Superintendent and Board Chair ten days in advance.

Month	Day	Time	Location	Meeting Type
July	8	5:00	Zoom	Regular Session
August	12	6:30	Teaching & Learning Center	Regular Session
	26	8:30 AM	TBD	Work Session/Board Retreat
September	9	5:00	Taft 7-12	Work Session
	9	6:30	Taft 7-12	Regular Session
	23	5:00	Teaching & Learning Center	Work Session
October	14	5:00	Toledo Elementary	Work Session
	14	6:30	Toledo Elementary	Regular Session
	28	5:00	Teaching & Learning Center	Work Session
November	12	5:00	Crestview Heights	Work Session
	12	6:30	Crestview Heights	Regular Session
	25	5:00	Teaching & Learning Center	Work Session
December	9	5:00	Sam Case	Work Session
	9	6:30	Sam Case	Regular Session
January	13	5:00	Yaquina View Elem	Work Session
	13	6:30	Yaquina View Elem	Regular Session
	27	5:00	Teaching & Learning Center	Work Session
February	10	5:00	Toledo Jr/Sr	Work Session
	10	6:30	Toledo Jr/Sr	Regular Session
	24	5:00	Teaching & Learning Center	Joint Session - OCCC
March	10	5:00	Waldport Middle/High	Work Session
	10	6:30	Waldport Middle/High	Regular Session
April	14	5:00	Oceanlake Elementary	Work Session
	14	6:30	Oceanlake Elementary	Regular Session
	28	5:00	Teaching & Learning Center	Work Session
May	12	5:00	Taft Elem	Work Session
	12	6:30	Taft Elem	Regular Session
	26	5:00	Teaching & Learning Center	Work Session
June	9	5:00	Newport High School	Work Session
	9	6:30	Newport High School	Regular Session

b. Superintendent Evaluation Goals

2025-26 Superintendent Evaluation Report – Dr. Majalise Tolan, Lincoln County School District

Key: 4 = Accomplished 3 = Effective 2 = Developing 1 = Needs Improvement

The 2025-26 evaluation of Superintendent Tolan includes two data sources – 1) the Superintendent’s self-evaluation, and 2) the board’s direct observations and experiences with the Superintendent.

The Table below shows board members’ ratings on the Superintendent goals and the eight national performance standards for superintendents and the average score for each. The highest rated standard was XXXXX with a consensus score of XXX. The lowest rated standard was XXXXX with a consensus score of XXX. All other standards, and both goals, had consensus ratings of XXX.

Standard, Goal or Performance Indicator	4	3	2	1	Ave.
<p>Standard 1 – Visionary District Leadership</p> <ul style="list-style-type: none"> Leads a collaborative process with the board to design (or reaffirm) the district mission and vision that reflects a core set of values and priorities. Leads the diverse stakeholder involvement in the development (or revision) of the district’s continuous improvement plan based upon the district’s mission and vision. Implements the district’s continuous improvement plan and communicate its progress. 					
<p>Standard 2 – Ethics and Professional Norms</p> <ul style="list-style-type: none"> Develops and maintains a supportive, equitable, culturally responsive, and inclusive district culture. Evaluates, cultivates and advocates for equitable access to safe and nurturing schools, and the opportunities and resources necessary to support the success and well-being of each student. Ensures equitable, inclusive and culturally responsive instructional and behavior support practices among teachers, administrators and staff. 					
<p>Standard 3 – Inclusive District Culture</p> <ul style="list-style-type: none"> Develops and maintains a supportive, equitable, culturally responsive, and inclusive district culture. Evaluates, cultivates and advocates for equitable access to safe and nurturing schools, and the opportunities and resources necessary to support the success and well-being of each student. Ensures equitable, inclusive and culturally responsive instructional and behavior support practices among teachers, administrators and staff. 					

<p>Standard 4 – Culturally Responsive Instructional Leadership</p> <ul style="list-style-type: none"> ● Evaluates, designs, fosters, and implements coherent systems of curriculum instruction supports, assessment and instructional leadership. ● Implements coordinated systems of support, coaching and professional development for staff. ● Manages an appropriate system of assessments, data collection and analysis that supports instructional improvements, equity, student learning and well-being, and instructional leadership. ● Ensures instruction throughout the district utilizes culturally responsive practices and all staff are trained. 					
<p>Standard 5 – Communication and Community Relations</p> <ul style="list-style-type: none"> ● Develops and implements effective and collaborative systems that engage multiple and diverse stakeholder groups. ● Engages and effectively communicates with diverse families, community partners, and other constituencies to strengthen student learning. ● Cultivates relationships and partnerships with members of the business, civic and local government in support of their advocacy for district, school and community needs. ● Goes beyond the district and local community to advocate for students at the county, regional and/or state level. 					
<p>Standard 6 – Effective Organizational Management</p> <ul style="list-style-type: none"> ● Implements equitable strategies, processes and systems to recruit, hire, develop, and retain high-performing personnel who demonstrate a shared commitment to student success. ● Establishes productive relationships with associations while managing labor relations and contracts effectively. ● Creates and maintains organizational structures that maximize the district’s capacity to positively impact student learning. ● Creates a comprehensive system of professional development for all staff to continuously improve and increase their leadership activity. 					
<p>Standard 7 – Effective Financial Management</p> <ul style="list-style-type: none"> ● Develops a proposed budget in accordance with board priorities and district direction. ● Manages the equitable implementation of district resources aligned with the budget adopted by the board. ● Communicates the budget priorities and ensures regular updates on implementation of the budget. 					

<p>Standard 8 – Policy, Governance and Advocacy</p> <ul style="list-style-type: none"> • Develops relationships, leads collaborative decision making and governance, and represents and advocates for district needs in local, county and state policy conversations. • Cultivates a respectful and responsive relationship with the district board of education, focused on achieving the shared mission and vision of the district. • Implements, maintains and communicates district, state and national policy, laws, rules and regulations to staff, board and other appropriate stakeholders. 					
<p>Goal #1 Standard 8.3: The superintendent will complete a thorough review of all policies and ARs for OSBA accuracy and language accessibility in sections G, I, J, and K/L by June 30, 2026.</p>					
<p>Goal #2 Standard 4.3: The superintendent will monitor the implementation of the District Improvement Plan and regularly provide updates on progress toward the DIP goals at LCSD Board meetings.</p>					
<p>Goal #3 Professional Goal: The superintendent will complete the two-year AASA National Superintendent Certification Program by June 2027.</p>					

- c. Continuous Improvement Plan (CIP) Report. BG-1
- d. Siletz Valley Charter School Update. BG-2



Siletz Valley School

245 James Frank Ave, Siletz, OR 97380

Phone: (541) 444-1100 Fax: (541) 444-2368

August 21, 2025

To: Lincoln County School District Superintendent, Dr. Majalise Tolan and the LCSD School Board
From: Siletz Valley School Interim-Superintendent, Debra Barnes
Re: Charter and Lease Agreements and Charter Law Compliance Concerns

Dr. Tolan and the LCSD School Board,

This letter serves as our response to the formal notice of concerns dated July 21, 2025, regarding Siletz Valley School's compliance based on the Oregon School Board Association's 2023 report with the LCSD Charter Agreement, LCSD lease agreement and the Oregon Charter Laws.

First, we would like to thank LCSD for their continued support of our students and the programs that make Siletz Valley School such a valuable asset to the county school district. SVS also feels it's important to state that while the Interim Superintendent is capable of providing all necessary goals, guidance, and follow through for this response, an active search is underway to find a Superintendent. We are hopeful that these statements can be updated and/or changed based on new incoming leadership, if necessary.

1. SVS stated that an ELL plan was not applicable; however, all schools should have an ELL plan ready in case a student enrolls who qualifies for services. ELL students now attend SVS and current ELL plan implementation must be monitored.
 - a. *SVS has created a draft English Language Learner Plan. They are confirmed to work with Kim Miller at ODE to ensure completion of the state template. This is a year long training to create the plan and enter data into the ODE template. After the plan is finalized and board approved, it will be placed on the school website. This is a fluid document and all components will be updated as needed.*
2. Teachers' licensure has continued to be found out of compliance with TSPC. All teacher licenses must be compliant with TSPC and charter law at all times, effective immediately.
 - a. *SVS was found to have two teachers during the 2024-2025 school year, without proper licensure. This was immediately addressed by conferring with both educators, placing licensed personnel in the classrooms during instructional time, and filing complaints with TSPC to advise of failure to be compliant. TSPC has responded that no further action was necessary. Both educators immediately filed to have licenses renewed and both have been issued current licenses with TSPC.*



Siletz Valley School

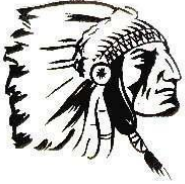
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5. Deliverables and required reporting (federal and state grants, and district programs) continue to be untimely, necessitating repeated reminders from LCSD staff. All reporting deadlines must consistently be met and documented.
 - a. *SVS recognized this as an issue and restructured their administrative team on June 3, 2025. As of August 15, 2025, SVS is current on all federal, state, and tribal grant requests. SVS and the SVS School Board will continue to monitor the dates of grant submissions and reporting to ensure that all dates are met and documented. A past spreadsheet with timelines has been resurrected to help with this organization of dates.*

6. Although a comprehensive plan to improve academic performance is in place, focused particularly on the areas which caused the State to designate SVS as a Targeted Support and Improvement School (TSI), most results have remained at Level 1, based on 2023-2024 ODE reporting. TSI results must show adequate improvement either through an increase to a Level 2 in all categories or similar progress on a nationally normed, locally administered, internal assessment (EasyCBM, Acadience, SBAC, DIBLES, iReady, etc.) Benchmarking and progress monitoring from local assessments must be reviewed with LCSD administration quarterly.
 - a. *Benchmarking and progress monitoring has consistently been reviewed with the SVS Board, however SVS recognizes the need for further attention and review of the academic data. Interim Superintendent Barnes and Superintendent Tolan met to review the assessments given at SVS and the quarterly review that will be begin to increase scores at SVS. SVS is working with LCSD data experts to understand how the data can be pulled and used to increase student achievement. SVS did spend targeted time and effort in increasing student achievement during the 2024-2025 school year. They are hopeful that the data reflects the effort.*

7. SVS previously established a goal to increase attendance. However, as of June 2025, SVS' regular attendance rate was 39.9%. An improvement plan must be drafted and submitted to LCSD. The plan must be comprehensive and may include strategies such as specific parent outreach, modification of the school day and/or school year calendar, and dedication of resources to ensuring that students are attending school. The plan must include specific dates for implementation of each component, as well as specific quantitative targets and dates for meeting each of those targets.
 - a. *The SVS Attendance goal for the 24-25 school year was 56.7%. SVS did suffer a significant loss and experienced a traumatic event in March 2025 that impacted the entire community and many students in all grades.*



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- b. SVS staff is working together during inservice week to create a plan to meet the 57% goal for 25-26. Staff met on 8/18 to review data and gather input. SVS will continue with grade-level band meetings to discuss a 1st quarter plan and annual goal. SVS is working with ODE to receive coaching in Equitable Mindsets, Systems and Practices. SVS also works directly with the TAPP program to increase attendance and work with tribal families.*
8. While the SVS graduation rate had been reported by ODE at 100%, due to other metrics reported and the fact that SVS has been designated as a Targeted Support and Improvement School, the accuracy of this information needs to be verified and any supporting evidence must be cited and documented. The 2023-2024 graduation rate reported by ODE was 67%. The 9th Grade On Track rate was 78% (an improvement from the 2022-2023 rate of 28%). Both of these data points need monthly monitoring and documentation.
 - a. SVS has experienced a lot of turnover in the personnel that worked directly with Seniors regarding graduation from 2019-2023.*
 - b. The 23-24 class had 14 Seniors with two students unable to graduate. This is 85.71%*
 - c. The 24-25 class had 22 Seniors, 1 Junior on Modified and one 12+. Two seniors did not graduate, as they came to SVS with significant credit deficiencies and are set to graduate this year as 12+ students. 91.67%*
 - d. SVS is seeking assistance from LCSD as to how those numbers are reported. The next ODE summary has improvements listed in these areas.*
9. SVS must ensure that financial reporting is timely. Long-term financial health indicators continue to need to be examined. It is uncertain if grant funds, Siletz Tribal Charitable Trust and Charter Equity are budgeted accurately for the 2025-2026 school year. Updated budget documents must be submitted with a narrative providing clarity around anticipated funds.
 - a. SVS acknowledges that the financials were not being sent to LCSD on a monthly basis.*
 - b. The 5/20/2025 adopted budget for charitable contribution fund was budgeted at \$376K for the 25-26 SY. An award for the full amount has been received and budgeted accurately.*
 - c. Charter Equity - although the state has indicated likely reductions between 40-50%, SVS has not received the new official grant award amount. In anticipation of the reduction, SVS has taken steps to pause consumable spending and not fill a budgeted position in Charter Equity as preparation.*
 - d. The website has been updated and the budget for this year has been added.*
10. Oregon Public Meetings Laws must be followed, including but not limited to timely meeting notice and agenda publication, public posting of minutes, and recordings of meetings. From this point forward, SVS must document its compliance for every board meeting, and submit this documentation to LCSD on a monthly basis.



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- a. *The new SVS website (www.siletzvalleyschools.org) went live August 5, 2025. With this launch, the board meetings, agendas, minutes and some recordings have been uploaded to the website. In addition, SVS School Board has all new members and has received the Essential Skills Training by OSBA on August 13, 2025. SVS will continue to learn and seek assistance from OSBA, COSA and OGEC for compliance guidance.*
- b. *SVS School Board has been invited to attend LCSD Board Training on August 26, 2025. and is planning to attend.*

In accordance with the charter and lease agreements, LCSD stands ready to support SVS in these required steps toward improvement and compliance. However, due to the timing of these findings, the lack of consistent leadership, and the imminent start of a new school year, SVS must comply with all requirements and submissions set forth above within 30 calendar days of the date of this letter.

After SVS' initial submissions, SVS superintendent and administration must meet with LCSD monthly to review compliance with the requirements set forth above. These monthly meetings must continue for 24 months.

SVS understands the requirements of the lease and charter agreement. Thank you for accepting this submission. SVS looks forward to working with LCSD for the betterment of all students in our community and county.

Best Regards,

Debra Barnes

Interim Superintendent

Siletz Valley School

dbarnes@siletzvalleyschools.org

8. Adoption of the Consent Calendar
 - a. Minutes of the Board
 - b. Human Resources
 1. Board Personnel Action

Board Agenda — September 9, 2025 — Personnel Action

Licensed Hire (s):

Ambre English	Grade 6 Teacher/Taft Elementary
Leilah van Straten	Grade 6 Teacher/Toledo Elementary

Classified Hire (s):

Brent Barr	Special Education Teaching Asst II/Oceanlake
Kaleb Chavez	Special Education Teaching Asst II/Newport High
Ted Farris	Special Education Teaching Asst II/Taft Elementary
Brooke Hieserich	Instructional Assistant/Taft Elementary
Carol Lidstone	Special Education Teaching Asst II/Taft 7-12
Lindsey Otis	Special Education Teaching Asst II/Toledo Elementary
Lillian Rainey	Special Education Teaching Asst II/Taft 7-12
Tara Stokes	Title Teaching Asst/Toledo Elementary

Coach Hire (s):

Dagny Freeman	Asst Soccer/Toledo Jr-Sr High
Nicole Johnson	MS Asst Volleyball/Taft 7-12
Hollie Nightingale	Asst Cross Country/Taft 7-12
Austin Perry	Asst Football/Newport High
Faith Worthington	Asst Cross Country/Taft 7-12
John Wray	Head Swim/Newport High

Resignation(s):

Katie Barrett	Reading Specialist Crestview Heights	Resignation 8/23/2024 – 6/30/2025
Wendy Gutierrez	Bilingual Tutor Newport High School	Resignation 2/24/2025 – 6/30/2025
Maggie Price	Special Education Teaching Asst II Oceanlake	Resignation 10/9/2024 – 6/30/2025
Tasha Rodriguez	Grade 6 Teacher Toledo Elementary	Resignation 8/26/2022 – 6/30/2025
Kimberlee Thomas	Special Education Teaching Asst Toledo Elementary School	Resignation 8/30/2024 – 6/30/2025
Janine Werder	Special Education Teaching Asst II Newport High School	Resignation 8/31/2023 – 6/30/2025

- c. Board
 - 1. Cell Phone Policy

Lincoln County School District

Code: **JFCEB**
Adopted: 7/22/14
Revised/Readopted: 6/14/16 (Effective 7/01/16)
Orig. Code(s): JFCEB

1st
Read
8/12/25

Personal Electronic Devices and Social Media** (Student may possess a personal electronic device with certain restrictions)

Student possession or use of personal electronic devices on district property, in district facilities during the school day and while the student is in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the principal and approved by the superintendent.

A “personal electronic device (PED)” is a device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data.

“Independent communication” means communication that does not require assistance or interpretation by an individual who is not part of the communication but that may require the use or assistance of an electronic device.

Personal electronic devices shall be turned off during instructional or class time or at any other time where such use of the device would cause a disruption of school activities or violate school rules. Personal electronic devices must not be displayed in plain view during prohibited times of use. Devices which have the capability to take photographs or record video or audio shall not be used for such purposes ~~while on district property or while a student is engaged in district-sponsored activities, unless as expressly authorized in advance by the principal or designee.~~ *→ during the school day.* Computers, tablets, iPads or similar devices brought to school will be restricted to academic activities and independent communications.

Hold over from B.Y.O.D. ~~If the district implements a curriculum that uses technology, students may be allowed to use their own personal electronic devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices, for curriculum.~~

A process for responding to a student’s request to use a personal electronic device, including an appeal process if the request is denied, will be provided. *for a student’s individual needs of a specific educational outcome (e.g. special education, 504, translation, medical).*

The district will not be liable for personal electronic devices brought to district property and district-sponsored activities.

Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the access is approved by a district representative. The district will not be liable for information or comments posted by students on social media websites.

~~Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with prior principal or designee approval or when use is provided for in a student’s individualized education program (IEP).~~

Students are subject to disciplinary action up to and including expulsion for using a personal electronic device in any manner that is academically dishonest, ^{or} illegal, ~~or violates the terms of this policy~~¹. A referral to law enforcement officials may also be made. Personal electronic devices brought to district property or used in violation of this policy are subject to confiscation and will be released to the student's parent or property owner, as appropriate.

The superintendent shall ensure that the Board's policy and any subsequent school rules developed by building administrators are reviewed and approved in advance to ensure consistency with this policy and that pertinent provisions of policy and school rules are communicated to staff, students and parents through building handbooks and other means.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 336.840](#)

Copyrights, 17 U.S.C. §§ 101- 1332; 19 C.F.R. Part 133 (2006).

OSBA citation to be added for Executive order.

¹The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

1st Read 8/12/25

Lincoln County School District

Code: **JFCEB-AR**
Revised/Reviewed: 8/12/14; 6/14/16 (Effective 7/01/16)
Orig. Code(s): JFCEB-AR

Personal Electronic Devices and Social Media

Students may use and possess personal electronic devices on district grounds subject to the following:

1. Personal electronic devices shall not be used in a manner that disrupts the educational process, school programs or activities, or in a manner that violates law, Board policy, administrative regulation or school rules;
2. Personal electronic devices shall be turned off ^{and stored, as determined by building procedures, during the school day.} during instructional or class time or at any other time where such use of the device would cause a disruption of school activities or violate school rules. ~~The building principal or designee may authorize the use of personal electronic devices for health or safety reasons, or in the event of an emergency situation that involves imminent physical danger. Personal electronic devices may be used during the student's lunch break and between classes if authorized by the school principal and/or allowed by school rules. They may not be used at any time in the proximity of any class, school activity or event that may be in session or in progress during these times;~~
3. Devices which have the capability to take photographs or record video or audio shall not be used for such purposes while on district property or while a student is engaged in district-sponsored activities, unless as expressly authorized in advance by the principal or designee;
4. The district will not be liable for loss, theft or damage to personal electronic devices brought to district property or school-sponsored events;
5. Personal electronic devices must not be displayed in plain view during prohibited times of use;
6. Personal electronic devices may be used as academic tools during the school day ~~if authorized by the building principal or designee, if permission is received from the student's teacher, or if provided as a part of a student's individualized education plan (IEP);~~ ^{for a student's individual needs or a specific educational outcome (e.g. special education, 504, translation).}
7. The use of personal electronic devices in any manner that is academically dishonest, contributes to academic dishonesty is strictly prohibited;
8. The use of personal electronic devices in any manner that would violate the confidentiality or privacy rights of another individual is strictly prohibited;
9. Students shall comply with any additional school rules as established by the building principal and classroom rules as approved by the building principal concerning the appropriate use of personal electronic devices;

10. Personal electronic devices used in violation of law, Board policy, administrative regulation or approved school rules will be confiscated, turned into school administration or their designee, and released to the student, parent or property owner, as appropriate;
11. Personal electronic devices used in violation of law, Board policy, administrative regulation or approved school rules may result in disciplinary action up to and including expulsion. A referral to law enforcement officials may also be made;

~~12. Teachers may authorize or deny student use of personal electronic devices as necessary for academic and curricular needs for classes under their supervision;~~

12.13. Student requests to use a personal electronic device shall be made directly to their classroom teacher(s). If denied, students may appeal to their building principal. If the student is not satisfied with the principal's decision, they may appeal the decision using the procedures outlined in Lincoln County School District policy KL-AR (Public Complaints).

for a student's individual needs or a specific educational outcome (e.g. special education, 504, translation, medical)

9. Action Items
 - a. Human Resources
 1. LCEA/LCSD Bargaining Agreement. BG-4
 - b. Facilities & Maintenance/Transportation/Food Services
 1. CET Rate Increases. BG-3

Issue: Indexing of School Construction Tax Limits

Statute Reference: ORS 320.170

Last Updated: 7/14/2025

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	2023-24	2024-25	2025-26	2026-27
Residential*	1.56	1.63	1.67	1.70
Non-Residential*	0.78	0.82	0.84	0.85
Non-Residential Max	39,100	40,800	41,800	42,400
* Dollars per square foot				

2. YV Seismic Architect. BG-3

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
9/9/2025**

TOPIC: YV Seismic Architect

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich B

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Lincoln County School District requested Proposals for Architects and Engineering for Yaquina View seismic part 2.

Proposals were as follows:

ZCS Architect

As only bidder, Facilities & Maintenance is recommends to hire ZCS Architects.

Appeal 7-day process will begin September 10, 2025

Facilities and Maintenance is asking the School Board to vote on the award on YV Seismic Architect to ZCS Architect

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

c. Board

1. Acceptance of Resignation, Declaration of Vacancy, & Adoption of Timeline/Process

Proposed Zone 2 Vacancy Timeline/Process 2025

Timeline:

- September 9th - Board accepts resignation, declares vacancy, adopts timeline at Regularly Scheduled Business Meeting.
- September 10th - Vacancy information sent to newspaper.
- September 29th - Application window closes (required to accept apps for 20 days).
- October 14th - Board conducts interviews during regularly scheduled Board Work Session.
- October 14th - Board appoints new Zone 2 Director at regularly scheduled Business Meeting of the Board.

Process:

- Collect applications
- Board reviews applications
- Board creates questions
- Board conducts interviews, selects, and swears in interim Board Member on October 14th, 2025

September 9, 2025

Dr. Tolan and fellow Board Members,

I would like to submit my letter of resignation from the Lincoln County School District Board of Directors effective at adjournment of the regularly scheduled Business Meeting of the Board on 9/9/2025.

My 15 years of service on the Board has been a true honor. My commitment and passion for students, families and community have always been paramount when making decisions. My decisions have always been made with the best interest of children in mind.

My goals for my years on the board have been met with the passage of two bond levies, hiring three superintendents, successful labor negotiations, developing strategic plans and adopting new curriculum.

It is with a heavy heart that I resign, but it's time! I believe that the Board is moving ahead in the right direction with strong leadership and a bright vision for the future.

Most Sincerely,

A handwritten signature in cursive script that reads "Liz Martin".

Liz Martin
Zone 2 Director
Lincoln County School District

10. Items of Information & Discussion
 - a. Facilities & Maintenance/Transportation/Food Services
 1. CVH-NMS-TOES Boilers BG-3

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
9/9/25**

TOPIC: Boilers

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Facilities and Maintenance is looking to replace 3 boilers, 2 will be paid with bond and the last will be paid with Building Maintenance.

Toledo Elementary	\$ 96,945.00	Building Maintenance
Newport Middle	\$ 96,945.00	Bond
Crestview Heights	\$112,419.00	Bond

Installation cost from Tom Stevens Boiler Repair

Toledo Elementary	\$95,600.00	Building Maintenance
Newport Middle	\$95,600.00	Bond
Crestview Heights	\$67,822.89	Bond

Total

Toledo Elementary	\$191,545.00	Building Maintenance
Newport Middle	\$191,545.00	Bond
Crestview Heights	\$180,241.89	Bond

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No

2. NMS & TAHS Generator BG-3

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
9/9/2025**

TOPIC: Newport Middle & Taft High Generator

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent Information Discussion Decision

DESCRIPTION OF AGENDA ITEM:

Facilities and Maintenance is looking to replace two generators, one at Newport Middle School and Taft High School.

Newport Middle School we are looking at a 200kW outdoor package standby generator set. Sourcewell Contract Peterson CAT #092222-CAT. \$203,506.00

Taft High School we are looking at a 500kW outdoor package standby generator set. Sourcewell Contract Peterson CAT #092222-CAT. \$254,785.00

Both come with 5 years of CVA (Service Agreements)
Both come with 2-year Caterpillar Warranty AND 5 years of Extended Service Coverag

We received a PIER Grant for the generators
We are asking the PIER Grant for funds inadvance before ordering generators.
Timeline 30-32 weeks

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes No Available: Yes No



Reference (Job Name): Lincoln County SD
- Newport Middle School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250465, REV1

Date: August 26, 2025

Thank you for the opportunity to propose new Caterpillar power equipment from Peterson Power Systems. Selecting Caterpillar equipment assures you of durable, reliable, and high quality products. Choosing Peterson assures you detailed customer service throughout the purchase, start up, and ownership process.

I am pleased to quote as follows:

Item	Qty	Description	Unit Price	Ext. Price
1	1	200kW Outdoor packaged standby generator set 120/208 volts, three phase, 60hz, 1800 rpm, including: UL2200 IBC Seismic Certification EPA Certified for Stationary Emergency Use GCCP 1.2 Control Panel NFPA 110 Local Alarm Panel Circuit Breakers 1 x 600 amps 100% Rated Main Breaker, adjusted, LSI with shunt trip and aux contacts 1 x 100 amps 100% Rated Main Breaker, LSI with shunt trip and aux contacts PMG Excitation Jacket Water Heater Anti-condensation alternator winding space heater, unit mounted Muffler and Flex by Harco, shipped loose, installed by others. DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote E Stop by Pilla, shipped loose, installed by others. 2 Year Standard Manufacturers Warranty Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others	\$0.00	\$203,506.00
2	1	Tramont Bulk Tank – UL 142 type 2,500 gallons, 170 hours run time at 100% load, 5 gal spill containment w/ overfill protection, factory mounted fuel polisher by AXI, Line-X exterior coating. Includes Extended Vents - Shipped loose, installed by others	-	Included
3	1	Pryco Day Tank – UL 142 type 50 gallons, Controls, level & alarm floats, separate forward & reverse pumps, and alarm relay for remote signalling.	-	Included
4	1	Automatic Transfer Switch	-	Included



Reference (Job Name): Lincoln County SD
- Newport Middle School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250465, REV1

Date: August 26, 2025

		600 Amp, 3 phase, 4 pole, NEMA 12 Open Transition Elevator Signal included.		
5	1	Automatic Transfer Switch 100 Amp, 3 phase, 4 pole, NEMA 12 Open Transition Elevator Signal included.	-	Included
6	1	Start Up, Testing, and Commissioning Services Genset start-up, testing and commissioning services ATS startup combined with generator startup, separate dedicated trips are charged at an additional hourly charge. Performed during regular business hours Standard start up includes: fuel alarm setup, interconnect wiring verification 2 hour, 1.0 PF Load Bank Test w/50' cable standard length Fuel not included	-	Included
7	1	Training 2 hours on site session w/ owner's representatives during regular business hours	-	Included
8	1	Extended Service Coverage , Platinum Level, 5 years, 2500 hours	-	Included
9	1	Customer Value Agreement (CVA) An Annual Service includes a full inspection of each unit and a full service, which includes; the replacement of engine oil, oil filters, and fuel filters. * Quoted for normal working hours (Mon-Fri 7am to 3:30pm) * Access to equipment is on ground level within 50 ft. of Service Truck. * Services are quoted for One Technician, 1mW and below. * Travel is included within 30 miles radius of Peterson Shop or dispatch location, including minimum fuel surcharge. * 2-hour, 1.0 PF Load Bank Test w/50' cable standard length * Annual Services to include Peterson PM Checklist found on CAT Inspect App. *Includes pricing for Oil Sample in Annual Service pricing. Important Note: Additional charges will apply for generator sets and engines located more than 50 ft from Peterson service truck or located on floors above or below the service truck. Additional charges will apply to a location more than 30 miles from a Peterson Power facility. **Less Sales Tax**	-	Included
Total Sourcewell Discount Price				\$203,506.00

Pricing based on Q2, 2026 Delivery. Add 1% escalation per month for later delivery estimate.

Quote Valid for 14 days - Quote subject to price increase after 14 days



Reference (Job Name): Lincoln County SD
- Newport Middle School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250465, REV1

Date: August 26, 2025

Optional Adders & Deducts

Item	Qty	Description	Unit Price	Ext Price
1	1	Field Techician Installation Assistance, per full day.	-	\$2,200.00

Notes (N), Deviations (D), Exceptions (E):

- (N) Quote based on Customer Communication, KCL One-Line dated 2025-06-18, and Spec Documents dated 2025-06-18
- (N) Automatic Transfer Switches (ATS) are not service entrance rated
- (N) Fuel not included
- (N) Exhaust Piping and mounting beyond the muffler, flex, and gaskets by others.
- (N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required
- (E) Take exception to Anchor and Pad calculations by others.
- (E) Take exception to sound, harmonics, emissions, infrared, NETA, and 3rd party testing.

Dimensions: Estimated L x W x H of generator assembly

Length	Width	Height
120"	44"	58"

Weight: Estimated pounds of assembled generator, enclosure and fuel tank

Approx 3,307

Submittal Availability: Estimated 4 - 6 weeks

Equipment Availably: Estimated weeks after submittal approval

Generator:

Automatic Transfer Switches:

Day Tank:

Bulk Tank:

Approx 30-32

Approx 15-16

Approx 16-18

Approx 35-36



Reference (Job Name): Lincoln County SD
- Newport Middle School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250465, REV1

Date: August 26, 2025

Freight: FOB Jobsite. Off loading, crane, rigging, and installation by others

Credit: Order subject to approval. Thirty five percent (35%) due at submittal approval, sixty percent (60%) due at delivery of equipment, and 5% at completion of startup & commissioning or at 180 days after delivery, whichever is first. Payment due net 30 days from date of invoice.

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing . Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.
- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programing and all other device programming.
- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.



Reference (Job Name): Lincoln County SD
- Newport Middle School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250465, REV1

Date: August 26, 2025

Quote Term, Scope:

The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, or fuel, unless otherwise stated. This Quote / Proposal is subject to the Standard Commercial Terms and Conditions on the attached to this Quote/Proposal.

SPECIAL NOTE ON COMMODITIES COSTS

Due to the increasing cost of commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately. Quote validity is 14 days.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.

Thank you for considering Peterson Power Systems. Please contact me with any questions regarding this proposal. I am available to discuss design and planning concerns with you.

Sincerely,

Patrick Tavares
PPSI Sales Rep
(541) 246-0925

Accepted By:

Signature

Date

Printed Name

Company Name

Purchase Order #



Reference (Job Name): Lincoln County SD
- Newport Middle School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250465, REV1

Date: August 26, 2025

Standard Commercial Terms and Conditions

- 1 **Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- 2 **Quote Term, Scope:** The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- 3 **Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- 4 **Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- 5 **Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

Calendar Days	Cancellation Schedule	Cancellation Charge
From	To	Percent of Order
Order	15 ARO	5
16 ARO	30 ARO	10
31 ARO	60 ARO	20
61 ARO	91 before RTS	70
90 before RTS	On/after RTS	90

ARO – After receipt of order, RTS – Ready to ship

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.

- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.
- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.

- 16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.
- 17 **Warranties:**
- (a) **Equipment.** For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this [Section 17\(a\)](#), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.
- (b) **Extended Protection or Coverage.** Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.
- (c) **Disclaimer of Warranties.** Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.
- 18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

19 **Limitation of Liability:**

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.

(c) THE PARTIES AGREE THAT THIS SECTION 19 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

- 20 **Indemnification:** Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

- 21 **Force Majeure:** Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

- 22 **Privacy Statement:** Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

- 23 **Entire Agreement:** This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

- 24 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

- 25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.
- 28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.
- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.
- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
(a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.

(b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.



Reference (Job Name): Lincoln County SD
- Taft High School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250466, REV1

Date: August 26, 2025

Thank you for the opportunity to propose new Caterpillar power equipment from Peterson Power Systems. Selecting Caterpillar equipment assures you of durable, reliable, and high quality products. Choosing Peterson assures you detailed customer service throughout the purchase, start up, and ownership process.

I am pleased to quote as follows:

Item	Qty	Description	Unit Price	Ext. Price
1	1	500kW Outdoor packaged standby generator set 277/480 volts, three phase, 60hz, 1800 rpm, including: UL2200 IBC Seismic Certification EPA Certified for Stationary Emergency Use GCCP 1.2 Control Panel NFPA 110 Local Alarm Panel Circuit Breakers 1 x 600 amps 100% Rated Main Breaker, LSI with shunt trip and aux contacts 1 x 250 amps 100% Rated Main Breaker, adjusted, LSI with shunt trip and aux contacts PMG Excitation Jacket Water Heater Anti-condensation alternator winding space heater, unit mounted Muffler and Flex by Harco, shipped loose, installed by others. DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote E Stop by Pilla, shipped loose, installed by others. 2 Year Standard Manufacturers Warranty Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others	\$0.00	\$254,785.00
2	1	Tramont Bulk Tank – UL 142 type 2,500 gallons, 70.5 hours run time at 100% load, 5 gal spill containment w/ overfill protection, factory mounted fuel polisher by AXI, Line-X exterior coating. Includes Extended Vents - Shipped loose, installed by others	-	Included
3	1	Pryco Day Tank – UL 142 type 100 gallons, Controls, level & alarm floats, separate forward & reverse pumps, and alarm relay for remote signalling.	-	Included
4	1	Automatic Transfer Switch	-	Included



Reference (Job Name): Lincoln County SD
- Taft High School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250466, REV1

Date: August 26, 2025

		600 Amp, 3 phase, 4 pole, NEMA 12 Open Transition Elevator Signal included.		
5	1	Automatic Transfer Switch 200 Amp, 3 phase, 4 pole, NEMA 12 Open Transition Elevator Signal included.	-	Included
6	1	Start Up, Testing, and Commissioning Services Genset start-up, testing and commissioning services ATS startup combined with generator startup, separate dedicated trips are charged at an additional hourly charge. Performed during regular business hours Standard start up includes: fuel alarm setup, interconnect wiring verification 2 hour, 1.0 PF Load Bank Test w/50' cable standard length Fuel not included	-	Included
7	1	Training 2 hours on site session w/ owner's representatives during regular business hours	-	Included
8	1	Extended Service Coverage , Platinum Level, 5 years, 2500 hours	-	Included
9	1	Customer Value Agreement (CVA) An Annual Service includes a full inspection of each unit and a full service, which includes; the replacement of engine oil, oil filters, and fuel filters. * Quoted for normal working hours (Mon-Fri 7am to 3:30pm) * Access to equipment is on ground level within 50 ft. of Service Truck. * Services are quoted for One Technician, 1mW and below. * Travel is included within 30 miles radius of Peterson Shop or dispatch location, including minimum fuel surcharge. * 2-hour, 1.0 PF Load Bank Test w/50' cable standard length * Annual Services to include Peterson PM Checklist found on CAT Inspect App. *Includes pricing for Oil Sample in Annual Service pricing. Important Note: Additional charges will apply for generator sets and engines located more than 50 ft from Peterson service truck or located on floors above or below the service truck. Additional charges will apply to a location more than 30 miles from a Peterson Power facility. **Less Sales Tax**	-	Included
Total Sourcewell Discount Price				\$254,785.00

Pricing based on Q2, 2026 Delivery. Add 1% escalation per month for later delivery estimate.

Quote Valid for 14 days - Quote subject to price increase after 14 days



Reference (Job Name): Lincoln County SD
- Taft High School

Sourcewell Member # 9978

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Date: August 26, 2025

Optional Adders & Deducts

Item	Qty	Description	Unit Price	Ext Price
1	1	Field Techician Installation Assistance, per full day.	-	\$2,200.00

Notes (N), Deviations (D), Exceptions (E):

- (N) Quote based on Customer Communication, KCL One-Line dated 2025-06-18, and Spec Documents dated 2025-06-18
- (N) Automatic Transfer Switches (ATS) are not service entrance rated
- (N) Fuel not included
- (N) Exhaust Piping and mounting beyond the muffler, flex, and gaskets by others.
- (N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required
- (E) Take exception to Anchor and Pad calculations by others.
- (E) Take exception to sound, harmonics, emissions, infrared, NETA, and 3rd party testing.

Dimensions: Estimated L x W x H of generator assembly

Length	Width	Height
137"	64"	84"

Weight: Estimated pounds of assembled generator, enclosure and fuel tank

Approx 9,625

Submittal Availability: Estimated 4 - 6 weeks

Equipment Availably: Estimated weeks after submittal approval

Generator:

Approx 30-32

Automatic Transfer Switches:

Approx 15-16

Day Tank:

Approx 16-18

Bulk Tank:

Approx 35-36



Reference (Job Name): Lincoln County SD
- Taft High School

Sourcewell Member # 9978

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Quote #: 250466, REV1

Date: August 26, 2025

Freight: FOB Jobsite. Off loading, crane, rigging, and installation by others

Credit: Order subject to approval. Thirty five percent (35%) due at submittal approval, sixty percent (60%) due at delivery of equipment, and 5% at completion of startup & commissioning or at 180 days after delivery, whichever is first. Payment due net 30 days from date of invoice.

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing . Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.
- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programing and all other device programming.
- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.



Reference (Job Name): Lincoln County SD
- Taft High School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250466, REV1

Date: August 26, 2025

Quote Term, Scope:

The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, or fuel, unless otherwise stated. This Quote / Proposal is subject to the Standard Commercial Terms and Conditions on the attached to this Quote/Proposal.

SPECIAL NOTE ON COMMODITIES COSTS

Due to the increasing cost of commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately. Quote validity is 14 days.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.

Thank you for considering Peterson Power Systems. Please contact me with any questions regarding this proposal. I am available to discuss design and planning concerns with you.

Sincerely,

Patrick Tavares
PPSI Sales Rep
(541) 246-0925

Accepted By:

Signature

Date

Printed Name

Company Name

Purchase Order #



Reference (Job Name): Lincoln County SD
- Taft High School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250466, REV1

Date: August 26, 2025

Standard Commercial Terms and Conditions

- 1 **Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- 2 **Quote Term, Scope:** The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- 3 **Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- 4 **Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- 5 **Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

Calendar Days	Cancellation Schedule	Cancellation Charge
From	To	Percent of Order
Order	15 ARO	5
16 ARO	30 ARO	10
31 ARO	60 ARO	20
61 ARO	91 before RTS	70
90 before RTS	On/after RTS	90

ARO – After receipt of order, RTS – Ready to ship

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.

- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.
- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.

- 16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.
- 17 **Warranties:**
- (a) **Equipment.** For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this [Section 17\(a\)](#), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.
- (b) **Extended Protection or Coverage.** Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.
- (c) **Disclaimer of Warranties.** Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.
- 18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

19 **Limitation of Liability:**

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.

(c) THE PARTIES AGREE THAT THIS SECTION 19 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

20 **Indemnification:** Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

21 **Force Majeure:** Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

22 **Privacy Statement:** Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

23 **Entire Agreement:** This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

24 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.



Reference (Job Name): Lincoln County SD
- Taft High School

Sourcewell Member # 9978

Sourcewell Contract # 092222-CAT

Quote #: 250466, REV1

Date: August 26, 2025

- 25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.
- 28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.
- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.
- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
(a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.

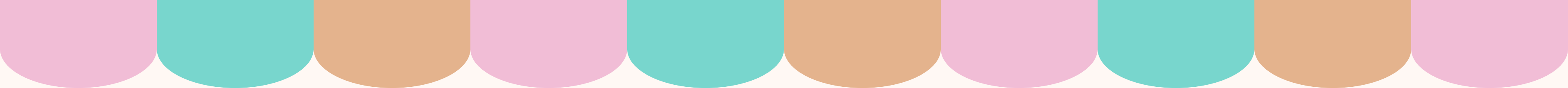
(b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.

3. Bond Project Status Update BG-3

Project	Location	Quarter	Funding Source	Status	Notes
Toledo High CTE Culinary	East		HSS/CET	100%	
Toledo High Phone	East		Bond	100%	
Toledo High Garden	East	Summer 25	Building Maintenance	90%	
Toledo Elem Blue Buttons: wire pulled, intercoms	East	Fall 25	Bond	50%	
Toledo Elem Playshed roof replacement	East		Bond	100%	
Toledo Elem Tech Telecom Rooms	East		Bond	100%	
Early Child Relocation Rm 125	East		Building Maintenance	100%	
Early Child Relocation Playground	East	Summer 25	Early School Sucess/Bond	50%	swings in process
Newport High Retaining Wall	West		General/NHS Boosters	100%	
Newport High Turf Football/Soccer Field	West		CET	100%	
Newport High Metal Roof	West		Bond	100%	
Newport Middle Parking lot light replacement	West	Fall 25	Bond	50%	
Sam Case Old office remodel	West	Fall 25	Bond	40%	
Sam Case Tech Telocom Rooms	West		Bond	100%	
Sam Case Hall	West		Bond	100%	
Yaquina View SLC	West		Bond	100%	
Yaquina View Room 31 Air Handing Unit	West	Summer 25	Bond	10%	
Taft High Blue Buttons wire pulled, intercoms	North	Fall 25	Bond	50%	
Taft High Carpet Replacement: 5 offices; Tile Replacement: Rooms 270 & 135	North		Bond	100%	
Taft High Office Remodel	North		Bond	100%	
Taft High Parking lot light replacement	North	Fall 25	Bond	25%	
Taft High Re-roof grandstand	North		Bond	100%	
Taft High Overhead Door	North		Bond	100%	
Taft High Concession Stand/Staff	North		Bond	100%	
Taft High Tech Telecom Room	North		Bond	100%	
Taft High Forestry	North	Summer-Fall '25	Bond	75%	
Taft High Theater	North	Summer-Fall '25	Bond	20%	
Taft High CTE Wing	North	Summer-Fall '25	Bond	0%	

Taft Elem 10-room asbestos abatement - carpet or tile removed and new VCT or carpet installed	North		Bond	100%	
Taft ElemTech Telecom Room	North		Bond	100%	
Taft Elem Tiles	North		Bond	100%	
Taft Elem Music Room	North	Summer-Winter '25	Bond	20%	plans in
Oceanlake Blue Buttons wire pulled, intercoms	North	Fall 25	Bond	50%	
Oceanlake Swings	North		Bond	100%	
Oceanlake Turf	North		Bond	100%	
Waldport High Blue Buttons wire pulled	South	Fall 25	Bond	25%	
Waldport High Sewer contractor at top of hill in west parking bay	South	Fall 25	Bond	50%	
Waldport High Forestry	South	Summer 25	Grant/CET/Bond	50%	building interior planning
Waldport High Baseball/Softball Batroom	South	Fall 25	Bond	15%	
Crestview Roof Part 2	South		Bond	100%	
Crestview Roof Part 3	South		Bond	100%	
Crestview Siding	South		Bond	100%	
Auditoriums - WHS, TOHS, NHS: Architects and staff are working with Carlson Geotechnical on exploration at each site. Estimate on completion 9/1/2027	West; East; South	Fall 27	Bond		
Report Date 09/03/2025					

- b. Teaching & Learning
 - 1. Summer Learning Report. BG-1

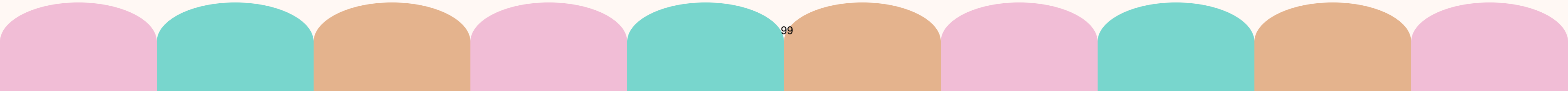


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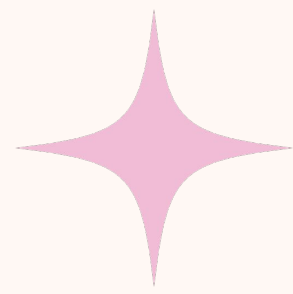
Summer Learning

LINCOLN COUNTY SCHOOL DISTRICT

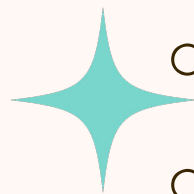
Board Report



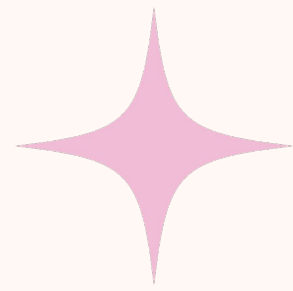
Elementary



- 312 K-6 students served at six elementary schools
 - June 16th - July 3rd
 - Evidenced-based literacy instruction and interventions
 - 90 minutes daily
 - 71% of assessed students showed increased growth from pre/post tests in reading
- Enrichment and Content
 - AVID STEM, Garden Science, Social & Emotional Learning, Recess
 - Writing & Language
- Meals & Transportation
 - Breakfast, Lunch, Small Snack, Hearty Snack
 - Bus pickup/drop off



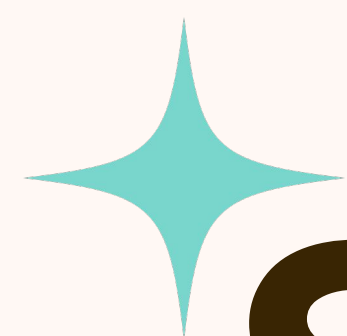
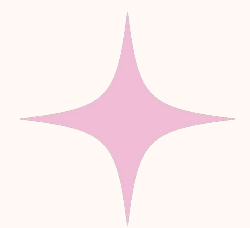
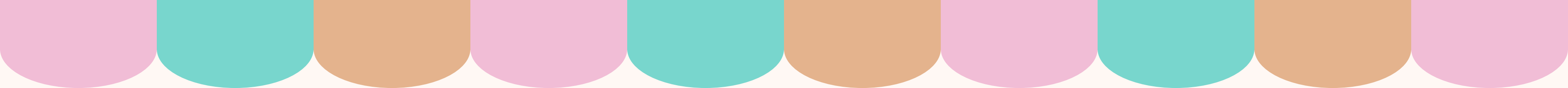
Elementary



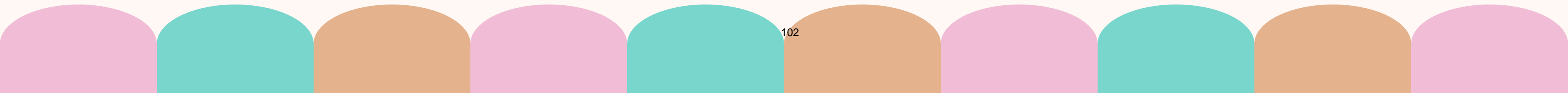
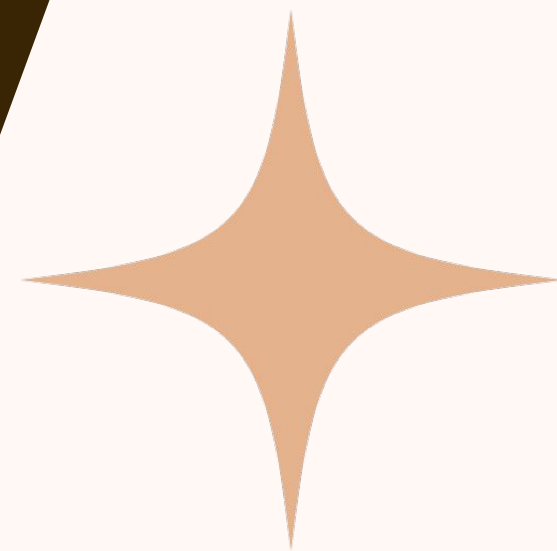
Community Partners

- Yachats Youth & Families
 - Evidenced-based literacy instruction and interventions
 - 31 students served by LCSD Licensed Teacher
 - Small groups daily: 81% of assessed pre/post showed increases in at least one measure of the reading assessment
 - STEM & Field Experiences
 - Lunch and Snacks
- Neighbors for Kids
 - JumpStart for Kindergarten serving ~10 students
 - Literacy, Math, Social & Emotional Learning, STEM
 - Lunch, Snacks & Transportation

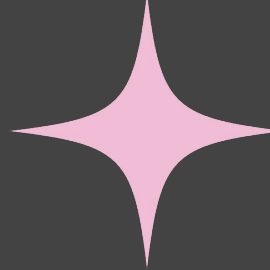




Secondary



Newport High School



Literacy focused learning through career exploration

- OCCC Career Cruise, Art, Glass Blowing, Esthetician, Tattoo, Carpentry, Woodworking, Chiropractic, Culinary, Marine and Wildlife, Literacy, Hospitality Industry, and the Port.

- Student's spent several hours each day writing and receiving literacy instruction and feedback. Writing prompts and activities were connected to the field trips and guest speakers for the variety of careers.

Pre and post testing to track gains

- 25+ hours of literacy instruction
 - Exposure to 14 careers
 - Many hands-on activities
- Written testing with rubric for data collection

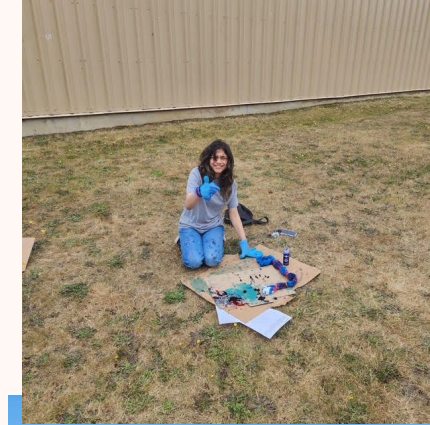
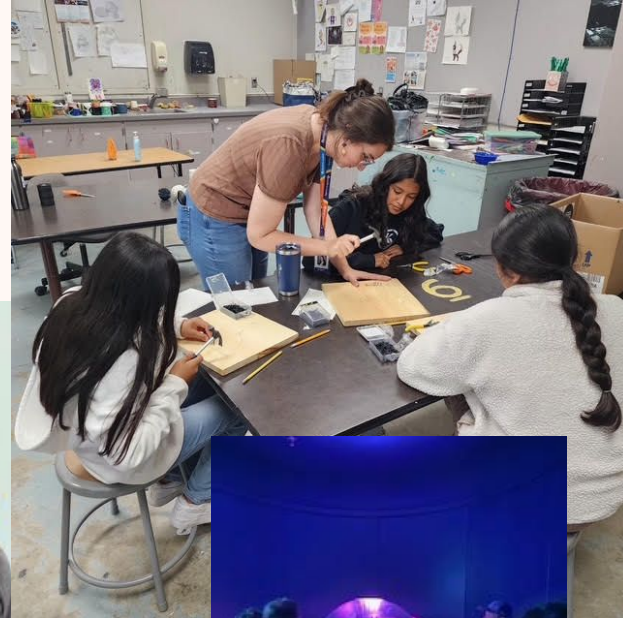
Results

- Students averaged a 13% increase on their assessment results
- This moved the vast majority into the category of proficient



Newport Middle School

Literacy focus: Reading literature 1: Drawing inferences through community reading.



Daily: Students read “The Parker inheritance” daily and discussed inferences in the novel. They also practiced inferences in writing, science, and math.

Activities: Surfing, kayaking, tie-dying, STEM, bike riding, swimming, cooking, behind the scenes at the aquarium, design and glaze clay mugs, design and build wood & string art, and a mock election.

Student growth: Pre and post tests given to measure growth.

Results: 8% increase in RL 1 standard in three weeks.

Taft 7-12

Our vision is a **fun, inclusive** program that builds **confidence** and **literacy**, honors student voice and language, and sends kids back to school with **stronger skills**, fresh **curiosity**, and a real sense of **belonging**.

Students spent three weeks **learning** by doing—**exploring** our coast (hikes, kayaking, waterfalls, glass blowing, aquarium) and then digging into **high-interest** books, discussions, and mini-research that **connected** directly to those **experiences** at a range of reading levels.

Great news: 79% of students showed **growth**. On the pretest, 33% were **proficient**, and that rose to 62% on the post test—a 29-point jump. That tells us most kids moved **forward** and many crossed the proficiency line, which is exactly the **momentum** we were aiming for.



Toledo Jr./Sr. High School

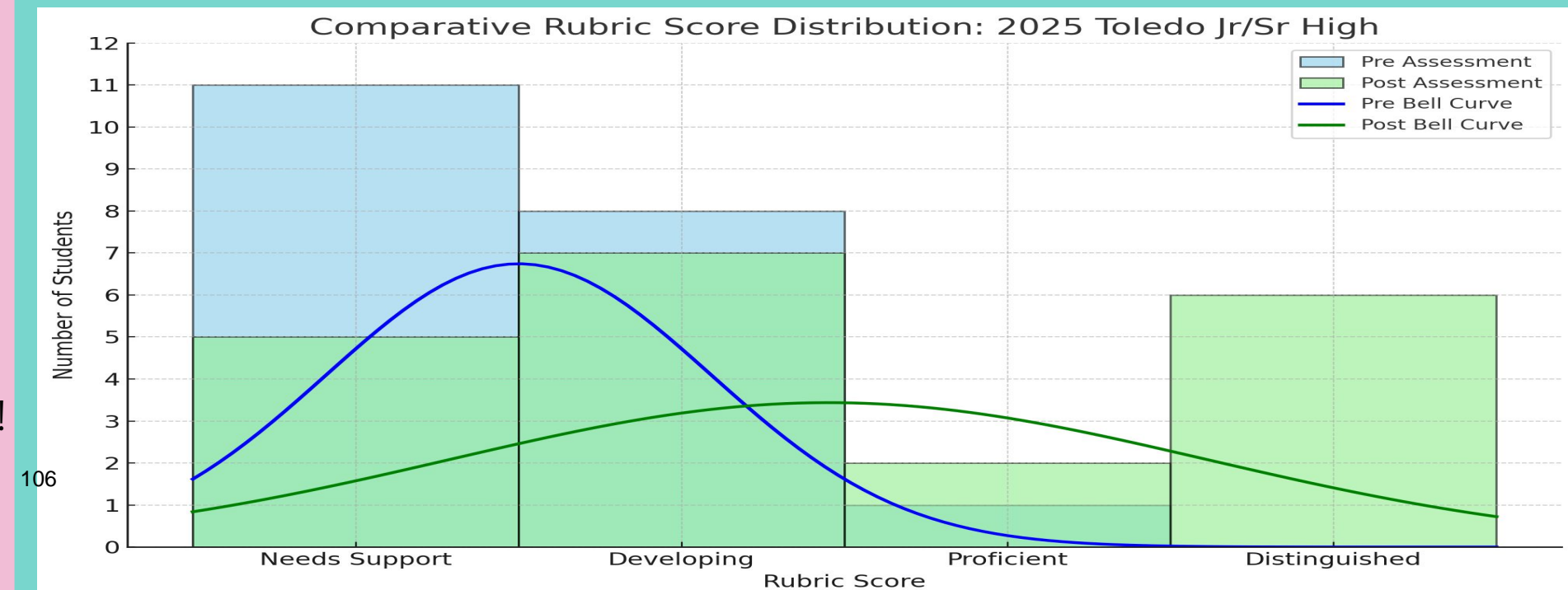


Program Highlights

- The 3-week long Summer Learning Program at Toledo balanced:
 - **Hands-on, project based learning experiences** in Ceramics, Design & Merchandise, Culinary Arts, Horticulture, Native Arts, and Quilting & Sewing.
 - Highly engaging, **placed-based learning opportunities** on several field trips
 - Impactful, student-centered literacy development **tied to ODE Standards**
- We had over **34 students** attend regularly!
- Students completed **7 field trips**, including kayaking on Beaver Creek, hiking in Yakona Nature Preserve, learning about sustainability at Siletz Tribal Farm, exploring marine science at the Aquarium, reading and literacy development at the Toledo Library, exploring tide pools at Cape Perpetua, and swimming at the Toledo Pool!
- Students made ceramic sculptures, planters, cups, and bowls in the **Pottery Class!**
- Students made t-shirts, hats, and hoodies in the **Design and Merchandise Class!**
- Students made baked goods, tacos, pizzas, and more in the **Culinary Class!**
- Students created a communal Toledo quilt and pillow cases in the **Quilting Class!**

Academic Outcomes

More than 75% of our students saw measured growth (at least one level increase on rubric) from pre to post-assessment focused on ODE Standards for Reading Informational Texts and Writing



2. Biennial Early Literacy Report. BG-1

Early Literacy

Lincoln County School District
2024-2025 Annual Report

2024-2025 Projects

<i>Curriculum Adoption & Curriculum Training</i>	Savaas Curriculum Materials Installation and Implementation Work and Training
<i>Literacy Coaching</i>	Literacy Specialists Training on Foundational Skills

2024-2025 K-3 Literacy

At/ Above	EOY '23	EOY '24	EOY '25		Change	Cohort Change
KDG	46	49	59		10	
1	36	36	41		5	-8
2	42	36	46		10	10
3	41	42	42		0	6

2025-2026 Projects

<i>LETRS Training Preschool Staff</i>	Foundational literacy skills training for our preschool teachers to attend year long professional development.
<i>Curriculum Alignment Work for support of new Savvas reading curriculum</i>	Reading Implementation members to review curriculum adoption resources and supports.
<i>Curriculum Support: Explicit Foundations and Vocab and Comp PD/Coaching</i>	Training of Trainers for Foundations Instruction (ECRI) & Explicit Vocabulary and Comprehension Instructional Strategies for Lead Teachers, Literacy Specialists and Administrators
<i>Preschool Curriculum Materials</i>	Preschool Savaas literacy curriculum to align our reading instruction and materials preK-12
<i>Instructional Assistants (High Dosage Tutoring)</i>	Additional instructional assistants to provide differentiated Tier 2 reading support in small groups.

- c. Board
 - 1. Public Comment (This time is reserved for general public comment to the Board). BG-4
- d. Other
 - 1. Meeting Takeaways
 - 2. Reminders/Announcements
- e. Adjournment

Board Goals 2024-2029

GOAL ONE: Lincoln County School District will establish and meet high expectations for student achievement.

GOAL TWO: Lincoln County School District will create equitable, diverse, inclusive, and accessible learning environments across the district within a framework of excellence in education.

GOAL THREE: LCSD will provide for the long term health and welfare of our facilities, focusing on accessibility, technological innovation, and purposeful utilization.

GOAL FOUR: Lincoln County School District will strengthen community relationships through communication and engagement with staff, students, families, and community partners.

Lincoln County School District Equity Team Land Acknowledgement Statement

We ask that you take a moment to stop what you are doing, to listen to these words as we recognize the land that we currently inhabit. No matter where each of us is physically located in Lincoln County, we must understand that we are on traditional homelands and unceded territories of indigenous peoples. Where we live in Lincoln County, these are the ancestral homelands for the Confederated Tribes of Siletz Indians.

Lincoln County School District acknowledges the Confederated Tribes of Siletz Indians that consists of over 30 bands originating from Northern California to Southern Washington. The Confederated Tribes of Siletz Indians currently occupy and manage 9,310 acres located here in Lincoln County but is a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation. We must remember the people of the Confederated Tribes of Siletz Indians are and will forever be the first stewards of this land, water, and fish.

We acknowledge and recognize the continued sovereignty of the Confederated Tribes of Siletz Indians and honor their ancestral homelands. We are committed to bringing awareness to their history and the existence of the Confederated Tribes of Siletz Indians since time immemorial.

NON-DISCRIMINATION: Lincoln County Schools do not discriminate nor tolerate discrimination on the basis of an individual's race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age or because of the race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age of any other persons with whom the individual associates.