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
T 541-265-9211 | F 541-265-3059
www.lincoln.k12.or.us

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Business & Organizational Meeting of the Board
Tuesday, July 14, 2026 - 5:00 PM
Zoom
Online
Newport, OR 97365

Agenda

1. Call to Order & Reading of Land Acknowledgment. BG-2 & 4

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
T 541-265-9211 | F 541-265-3059
www.lincoln.k12.or.us

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 a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation that covered land in what is now Tillamook, Lincoln, Benton, Marion, and Coos Counties. 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.

Resources: https://www.ctsi.nsn.us/heritage/
Last updated: October 17th, 2025

2. Roll Call- Establishment of a quorum
3. Election of Officers
4. Consultant Reports/Staff Reports/Student Reports
    a. Insurance Renewal Package Presentation by Brown & Brown

Brown & Brown

PROPERTY & CASUALTY

Proposal Prepared for Lincoln County School District

Policy Period: July 1, 2026 – July 1, 2027

Table of Contents

Executive Summary

PACE Pool Members – Property Casualty Package Policy
The insurance landscape for public entities continues to evolve amid persistent litigation trends, climate-driven property losses, and heightened focus on liability exposures. While some sectors of the insurance and reinsurance markets are showing signs of stabilization, particularly property and cyber, overall pricing pressure remains, especially for pooled public entity programs. PACE's long-term risk management initiatives, member engagement, and loss control efforts continue to play a critical role in moderating the impact of these market forces on pool members for the 2026–2027 renewal year.

The **overall average PACE increase for the 2026–2027 renewal year is approximately 9.5%**. Individual member results will continue to vary based on loss experience, property valuations, operational changes, and participation in risk mitigation initiatives. Compared to recent renewal cycles, this outcome is more moderate, and better than originally expected. The reinsurance market for excess property and liability coverage came in lower than projected despite ongoing exposure uncertainty. PACE remains best positioned to deliver coverage at a cost that is more favorable than comparable fully insured or self-insured alternatives in the commercial market.

Property / Reinsurance
Property and reinsurance markets remain sensitive to valuation accuracy, catastrophe exposure, and building life-cycle risks. In an important development from last year, engineered trusses over 50 years old that were excluded from coverage unless inspected by a qualified structural engineer, are being re-absorbed into coverage with a grace period. This will be contingent upon a clearly defined three-year phased inspection approach. This phased plan allows members time to complete initial inspections, address identified risk factors, and establish ongoing inspection schedules in order to maintain coverage. This approach balances risk mitigation with practical implementation for members managing aging facilities, and the Brown & Brown team is proud to report we played a role in helping to revise this program on behalf of pool members.
Reinsurance pricing in the property market remains high for the pool, though competition and improved reinsurer profitability in recent years provide some stability relative to prior cycles and the trend is overall positive.

Sexual Abuse and Molestation (SAM) Liability
Sexual Abuse and Molestation remains one of the most significant and closely monitored exposures for the pool. Over the past 18 months, PACE has placed substantial emphasis on training, awareness, prevention protocols, and reporting practices. While claims activity continues, early indicators suggest that these efforts are beginning to make some headway in reducing both frequency and severity of incidents.
PACE will continue to emphasize participation in training programs, adherence to best practices, and proactive risk management as essential components of long-term claim reduction. This exposure will remain a core focus area and will continue to be closely monitored going forward.

Cyber
While market capacity has improved and competition remains present, carriers continue to push for enhanced controls, multi-factor authentication, incident response planning, and employee training. PACE's cyber option remains in place, allowing members to align coverage limits with security maturity and operational needs. Many members supplement the PACE coverage plan with an excess cyber policy that provides additional services and protection.
Although claim severity has shown some stabilization, frequency trends remain a concern as threat actors continue to adapt tactics. Ongoing cybersecurity vigilance remains essential – the market for excess cyber has been favorable for 2-3 years now and we're seeing a generally flat rate year-over-year.

Workers' Compensation
Workers' compensation saw some slight rate increases in areas, but continues to be one of the more stable lines of coverage for many members. Ongoing emphasis on safety programs, return-to-work initiatives, and loss control has contributed to favorable outcomes. Individual experience modifications and payroll trends remain the key determinants of member-specific results.

Overall, the 2026–2027 renewal reflects continued progress toward greater stability while structural challenges in the public entity insurance market remain. A collaborative approach, disciplined loss control, and sustained commitment to risk management position the pool and it's members to navigate these challenges most effectively.

Premium Summary

Line of Business	Expiring Premium (Inception)	Renewal Premium
Carrier	**Property & Casualty Coverage for Education (PACE)**	
Admitted/AM Best	**Admitted/Not Rated**	
Property/Equipment including Flood & Earthquake	$794,775.00	$854,443.00
Boiler/Mechanical Breakdown	$11,014.00	$11,604.00
Crime	$6,140.00	$6,691.00
Educators Liability	$201,520.00	$234,254.00
SAM Liability	$55,963.00	$66,323.00
Auto	$29,539.00	$28,557.00
Employment Practices Tool Kit Credit	($9,172.00)	($10,701.00)
TOTAL PACKAGE PREMIUM	**$1,089,799.00**	**$1,191,171.00**
Agency Service Fee	**$40,537.00**	**$40,953.00**
Carrier	**AIG Specialty Insurance Company**	**AIG Specialty Insurance Company**
Admitted/AM Best	**Non-Admitted/AXV**	**Non-Admitted/AXV**
Excess Cyber Liability	$ 24,000.00	$ 24,000.00
Surplus Lines Taxes	$480.00	$480.00
Fire Marshall Tax	$72.00	$72.00
Surplus Lines Service Charge	$10.00	$10.00
TOTAL	**$24,562.00**	**$24,562.00**
Carrier	**Beazley Syndicate**	**Beazley Syndicate**
Admitted/AM Best	**Non-Admitted/A+XV**	**Non-Admitted/A+XV**
Excess SAM Liability	$70,000.00	$75,000.00
Surplus Lines Taxes	$1,400.00	$1,500.00
Fire Marshall Tax	$210.00	$225.00
Surplus Lines Service Charge	$10.00	$10.00
TOTAL	**$71,620.00**	**$76,735.00**
Carrier	**SAIF Corporation**	**SAIF Corporation**
Admitted/AM Best	**Admitted/Not Rated**	**Admitted/Not Rated**
Workers Compensation	**$159,232.87**	**$137,940.37**
Grand Total	**$1,385,750.87**	**$1,471,161.37**

Quotes are valid for (30) days or until the proposed effective date, whichever is first.
Minimum Earned Premium / Premium is Minimum & Deposit / Fees are fully earned - Delete if Not Applicable
SAIF, Workers' Compensation Policy Minimum Premium: $500.00

PACE Premium Rate Comparison Report

Lincoln County School District — **2025 - 2026 Policy Year Comparison Report** — Agent: Brown & Brown Insurance Services -Portland

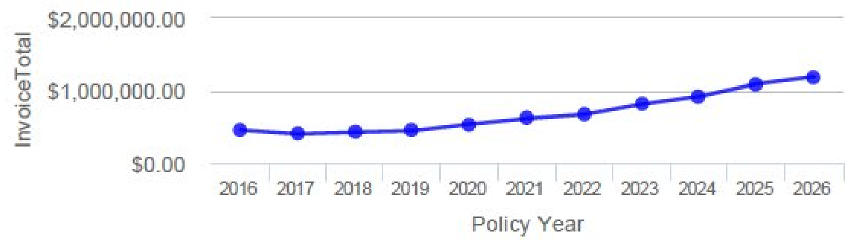
Report displays contribution difference (changes) between 2025 and the 2026 renewal in an effort to provide a general idea of rating components that influence contributions.

Coverage	Annualized 2025 contribution	2026 contribution after rate and Toolkit credit	Change after rate and Toolkit credit	% change after rate and Toolkit credit	Change in exposures	2026 contribution after exposure and other changes	Total contribution change	% total change
General Liability	$149,871	$171,502	$21,631	14.43%	See below	$174,851	$24,980	16.67%
SAM	$55,963	$65,644	$9,681	17.30%	See below	$66,323	$10,360	18.51%
Second Layer GL	$42,536	$48,192	$5,656	13.30%	See below	$48,702	$6,225	14.65%
Auto Liability	$18,607	$19,994	$1,387	7.45%	-1	$19,858	$1,251	6.72%
Non-Owned Auto Liability	$237	$237	$0	0%		$237	$0	0%
Auto Physical Damage	$11,711	$11,918	$207	1.77%	-$357,772	$8,176	-$3,535	-30.19%
Non-Owned APD	$86	$86	$0	0%		$86	$0	0%
Property	$797,822	$813,616	$15,794	1.98%	$19,613,457	$854,443	$56,621	7.10%
Equipment Breakdown	$11,049	$11,049	$0	0%	$19,613,457	$11,604	$555	5.03%
Crime	$6,140	$6,140	$0	0%		$6,691	$551	8.97%
Cyber								
Total All Lines	$1,094,021	$1,148,377	$54,356	4.97%		$1,190,970	$97,008	8.86%

General Liability Exposure Comparison

Average Daily Attendance - 2025/2026	4,660	4,537	-123

Annual Contribution History



2020-2024 Net Loss Ratio = 40.85%

Toolkit	Year	% Credit
	2025	5%
	2026	5%

Property

Subject of Insurance	Limit	Valuation	Cause of Loss	Deductible
Total Limit of Liability	$100,000,000			
Total Building	Per Schedule in Appendix	Replacement Cost	Special form	$1,000
Total Business Personal Property	Per Schedule in Appendix	Replacement Cost	Special form	$1,000
Total Mobile Equipment	Per Schedule in Appendix	Actual Cash Value	Special form	$1,000
Earthquake	$10,000,000	Replacement Cost	Earthquake	See Below
Flood	$10,000,000	Replacement Cost	Flood	See Below

Customer is responsible for selecting the value of the property to be insured and the coverage limits, subject to the insurer's approval.

Note: Only limited coverage applies to outdoor fences, radio and TV antennas including satellite dishes, detached signs, trees, shrubs, and plants unless specifically scheduled on the policy.

Causes of Loss

Direct Physical Loss subject to the policy form's exclusions and limitations.

Additional Deductibles

Earth Movement Deductible:

The sum of 5% per occurrence (subject to a $5,000 minimum and $50,000 maximum) of the value of the damaged property on the most recent Property or Inland Marine schedule(s) that are on file with the Trust. In no circumstance will the Earth Movement Deductible be less than the Property Deductible listed on the Property Coverage Declarations.

Flood Deductible:

With respect to the property outside of a 100-year federally designated Special Flood Hazard Area (SFHA), as defined by Federal Emergency Management Agency at the time damage is occurred, the deductible shall be the sum of 5% per occurrence (subject to a $25,000 minimum and $100,000 maximum) of the actual cash value of the Covered Property damaged by flood in a single occurrence on premises on the Schedule of Property Values on file with the Trust. In no circumstance will the Flood Deductible be less than the Property Deductible listed on the Property Coverage Declaration.

With respect to damaged property wholly or partially within a 100-year Flood Hazard Area (SFHA), as defined by the Federal Emergency Management Agency at the time the damage is incurred, the deductible shall be:

- $500,000 per occurrence for damage to each covered building, other structure, outdoor property and scheduled outdoor property listed on the Schedule of Property Values
- $500,000 per occurrence for personal property, scheduled personal property, fine arts and scheduled fine arts located within each covered building, other structure, outdoor property and scheduled outdoor property
- $500,000 per occurrence for damage to covered mobile equipment and scheduled mobile equipment listed on the Schedule of Property Values.

Additional Coverages

Coverage	Limit
Sublimits for Covered Property *Section VIII – Covered Property in PACE Property Coverage Document*	
Personal Property Away from Scheduled Premises	$100,000
Personal Property of Others within your Care, Custody and Control, Other than Mobile Equipment	$500,000
Property of Students/Employees/Volunteers (Subject to a $5,000 maximum per person)	$250,000
Mobile Equipment of Others within your Care, Custody and Control	$50,000
Unscheduled Fine Arts (Fine Art may be specifically scheduled for higher limits)	$10,000
Additional Coverages *Section X – Additional Coverages in the PACE Property Coverage Document*	
Debris Removal (Lesser of Sublimit or 25% of loss)	$5,000,000
Pollutant Cleanup & Removal from Land or Water (Lesser of Sublimit or 20% of the scheduled location value)	$100,000
Fungus as a Result of a "Covered Cause of Loss" (Lesser of Sublimit or 10% of the covered portion of the loss)	$10,000
Preservation of Undamaged Covered Property (Lesser of Sublimit or 10% of the covered portion of loss)	$10,000
Professional Services (Lesser of Sublimit or 10% of the covered portion of loss)	$250,000
Fire Department Service Charge	$25,000
Recharge of Fire Extinguishing Equipment	$10,000
Arson Reward	$10,000
Increased Cost of Construction – Enforcement of Ordinance or Law (Lesser of Sublimit or 25% of loss)	$5,000,000
Increased Cost of Construction - Unforeseen Delay (Lesser of Sublimit or 25% of loss)	$500,000
Expense for Restoration or Modification of Landscaping, Roadways, Paved Surfaces and Underground Utilities (Lesser of Sublimit or 25% of loss)	$500,000
Additional Coverages – Business Income and Extra Expense *Section XI – Additional Coverages – Business Income and Extra Expense in PACE Property Coverage Document*	
Business Income	$5,000,000
Extra Expense	$5,000,000
Enforcement of Order by Government Agency/Authority	$25,000
Business Income from Dependent Property	$25,000
Interruption of Utility Services	$25,000
Inability to Discharge Outgoing Sewage	$25,000

Coverage	Limit
Coverage Extensions *Section XII – Coverage Extensions in the PACE Property Coverage Document*	
Property in the Course of Construction (If not in compliance with all of the notification requirements set forth in Section XII.A. within 90 days, the most the Trust will pay for property in the Course of Construction is $500,000. If after 90 days, you have not complied with all the notification requirements set forth in Section XII.A, then no coverage will be provided for property in the Course of Construction).	$5,000,000
Newly Acquired or Constructed Property (No coverage will be provided unless you notify the Trust in writing no later than 90 days after the dates specified in section XII.A.)	$500,000
Unscheduled Outdoor Property	$250,000
Malicious Mischief or Vandalism to Tracks and Artificial Turf Fields	$250,000
Property in Transit	$500,000
Accounts Receivable	$500,000
Property Damaged by Overflow of Sewers/Drains	$50,000
Covered Leasehold Interest	$100,000
Valuable Papers and Records (Lesser of cost research, replace, or restore the lost information, Actual Cash Value in the blank state of paper, tape or other media if records are not actually researched, restored or replaced or amount of sublimit)	$500,000
Property Damaged by Computer Virus	$25,000
Miscellaneous Property Damaged by Specified Cause of Loss/Theft (Lesser of Sublimit, Appraised Value, Fair Market Value)	$250,000

Terms, Conditions, Endorsements, Exclusions and/or Limitations include but are not limited to

PACE Property Coverage Document
PACE/Travelers Equipment Breakdown Coverage

Equipment Breakdown/Boiler & Machinery

Limits	
Equipment/Mechanical Breakdown	$50,000,000 or Total Insured Values
Valuation – Property Damage	Replacement Cost or “Covered Equipment” 25 years old or older will be valued at Actual Cash Value
Valuation – Combine Business Income & Extra Expense	Actual Loss Sustained

Sublimits	
Business Interruption/ Extra Expense – Actual Loss Sustained	$5,000,000 – 24 Hour Waiting Period
Consequential Loss	$1,000,000
Demolition & Increased Cost of Construction – Ordinance and Law	$5,000,000
Expediting Expense	$2,500,000
Spoilage	$2,500,000
Hazardous Substances	$1,000,000
Ammonia Contamination	$1,000,000
Water Damage	$5,000,000
Utility Interruption	$5,000,000 – 24 Hour Waiting Period
Media and Data	$1,000,000
Newly Acquired Locations 180 Day Reporting	$1,000,000
CFC Refrigerants	Included
Computer Equipment	Included

Deductibles	
Motors less than 500 hp	$1,000
Motors greater than 500 hp	$5,000

Customer is responsible for selecting the value of the property to be insured and the coverage limits, subject to the insurer’s approval.

Terms, Conditions, Endorsements, Exclusions and/or Limitations include but are not limited to:

Travelers Equipment Breakdown Coverage
Insurer: Travelers Casualty and Surety Company of America

Crime

Coverage Description	Limit	Deductible
Employee Dishonesty	$1,000,000	$10,000
Forgery or Alteration	Included	$10,000
Inside the Premises – Theft of Money & Securities	Included	$10,000
Inside the Premises – Robbery, Safe Burglary – Other	Included	$10,000
Outside the Premises	Included	$10,000
Computer Fraud	Included	$10,000
Funds Transfer Fraud	Included	$10,000
Money Orders and Counterfeit Paper Currency	Included	$10,000
Loss Investigation Expense	$25,000	$10,000
Impersonation Fraud Coverage	$250,000	$25,000
Faithful Performance of Duty	Included	$10,000

Higher limits may be available.

Terms, Conditions, Endorsement, Exclusions and/or Limitations include but are not limited to:

Includes Faithful Performance
Includes Non-Compensated Officers, Directors - includes Volunteer Workers as employees
Deletion of Bonded Employee and Treasurer/Tax Collector Exclusions

Insurer: National Union Fire Insurance Company of Pittsburgh Crime Document

Educators Liability

Coverage Type	Coverage Basis
Educators Liability	Occurrence

Limits of Liability

Coverage	Limit	Deductible Per Occurrence
Each Occurrence	$20,000,000	$0
Per Wrongful Act	$20,000,000	$0
Annual Aggregate	$20,000,000	$0
Ethics Complaint Defense Costs	$25,000	$0
Premises Medical Expense	$5,000	$0
Limited Hazardous Substances Coverage	$250,000	$0
Applicators Pollution Coverage	$50,000	$0
Injunctive Relief Defense Costs	$25,000	$0
Fungal Pathogens (Mold) Defense Costs	$100,000	$0
OTSPC Defense Costs	$25,000	$0
Lead Sublimit Defense Costs	$50,000	$0
Violent Acts Crisis Expense	$50,000	N/A

Higher limits may be available.
Premium is not subject to audit.

Defense Costs

Defense Costs incurred in the investigation and defense of any claim will be paid in addition the stated limits of liability.

Crime & General Liability Classifications

Classification	Exposure
Armed-DPSST Certified City or County Department-District has Liability	0
Armed-DPSST Certified City or County Department-No District Liability	3
Armed-DPSST Certified Non City or County Department	0
Armed-Non DPSST Certified Personnel	0
Day Care Centers	4
Grandstands/Bleachers	11
Number of Drones Owned	0
Number of Board Members	5
Number of Employees	1055
Number of Volunteers	1032
Nurses	4
Swimming Pools	0
Total Certified Staff	333
Total Workers Compensation Payroll	41,983,345

Sexual Misconduct Liability Endorsement

Coverage Type	Coverage Basis
Sexual Misconduct Liability	Occurrence

Coverage	Limit	Deductible
Each Incident Limit	$10,000,000	$10,000 each incident
Sexual Misconduct Aggregate Limit	$10,000,000	

Higher limits may be available.
Premium is not subject to audit.

Defense Costs

Defense Costs incurred in the investigation and defense of any claim will be paid in addition the stated limits of liability.

Terms, Conditions, Endorsement, Exclusions and/or Limitations include but are not limited to:

PACE Sexual Misconduct Liability Coverage Endorsement

Direct Participation Exclusion
Criminal Acts or Conduct Exclusion
Expected or Intended Injury Exclusion
Failure Comply With Policies, Procedures, Rules, Or Statutory Mandates Or Requirements Exclusion
Incidents Occurring Or Initiated Prior To Coverage Period Exclusion
Protected Class Discrimination Exclusion
Contractual Liability Exclusion
Assumed Liability Exclusion
Workers Compensation Exclusion
Employers Liability Exclusion
Employment-Related Practices Exclusion
Punitive Or Exemplary Damages
Fines Or Penalties
Property Damage
Liability For Damages Covered Elsewhere in Liability Coverage Document

Cyber Liability

Coverage Description	Limit	Deductible
AIG Cyber Liability Coverage Limits:		
Annual Coverage Period	$1,000,000	
Annual Aggregate for All Named Participants (1)	$5,000,000	
AIG Cyber Extortion Coverage Limits		
Annual Coverage Period (2)	$200,000	
Annual Aggregate for All Named Participants (1) (2)	$2,000,000	
AIG Cyber Liability Coverage Sections:		
Security and Privacy Coverage	Included	$5,000
Event Management Coverage	Included	$5,000
Media Content Coverage	Included	$5,000
Network Interruption Coverage	Included	$5,000
Cyber Extortion Coverage	Included	$25,000

Higher limits may be available.

PACE does not provide Cyber Liability or Cyber Extortion Coverage ('Cyber Coverage'). PACE procured Cyber Coverage from AIG Insurance and permits members of OSBA, who purchase Property/Casualty coverage from PACE and fulfill certain requirements, to be Additional Insureds on the AIG Cyber Coverage policy. Additional Insureds are bound by, and will not receive benefits that exceed, the deductibles and limits in policy document.

Terms, Conditions, Endorsement, Exclusions and/or Limitations include but are not limited to:

Regardless of the number of Named Participants that experience loss, the most AIG will pay for this Cyber Liability Coverage in any one annual Coverage Period is $5,000,000. Cyber Extortion Coverage in any one annual Coverage Period is limited to $2,000,000.

(1) This Annual Aggregate Limit amount will be paid and reduced by claims of all Additional Insureds in the order in which the claims are paid by AIG. In the event the incurred losses arising from a single claim involving multiple Additional Insureds exceeds any remaining annual aggregate limit, that remaining amount will be paid on a pro-rata basis among those Additional Insureds involved in the claim.

(2) These limits include all amounts paid for Cyber Extortion claims including, but not limited to, loss amounts as well as defense and investigation expenses.

Insurer: AIG Specialty Insurance Company

Business Auto

Coverage	Limit	Deductible	Symbol
Auto Liability Coverage	$500,000	$0	1
Non-Owned & Hired Auto Liability	$500,000	$0	8,9
Excess Auto Liability Coverage	$9,500,000	$500,000	1
Non-Owned & Hired Auto Liability	$9,500,000	$500,000	1
Personal Injury Protection (PIP) Applies to Private Passenger Vehicles	Statutory	$1,000	5
Uninsured/Underinsured Motorist Bodily Injury	$500,000	$0	2
Comprehensive	Per Schedule in Appendix		7
Collision	Per Schedule in Appendix		7
Hired Auto Physical Damage - Comprehensive	$100,000	$100	8
Hired Auto Physical Damage - Collision	$100,000	$500	8

Note: Excess

Higher limits may be available.

Vehicle Ownership
The Named Insured represents that all scheduled vehicles are titled to the Named Insured or leased to the Named Insured. If not, you must notify us immediately in order to obtain proper coverage not currently proposed.

Terms, Conditions, Endorsement, Exclusions and/or Limitations include but are not limited to:

PACE Auto Liability Coverage and Excess Liability Coverage Document
PACE Auto Physical Damage Document

Vehicle Valuation

- Buses 10 years old and newer – Replacement Cost
- Other Vehicles 6 years old and newer – Replacement Cost
- All Other Vehicles – Functional Replacement Cost

Auto Symbols

Symbol	Description
1	Any Auto
2	Owned Autos only. Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned private passenger autos only. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned autos other than private passenger autos only. Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned autos subject to no-fault. Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned autos subject to a compulsory uninsured motorist's law. Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos. Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	Non-owned Autos Only. Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

Excess Sexual Abuse & Molestation

Coverage Basis	Pending & Prior Litigation Date	Continuity Date	Retro Date
Claims Made			July 1, 2025

Limits of Liability

Coverage	Limit	Retention
Limit of Liability – Each Claim	$10,000,000	$10,000,000
Aggregate Limit	$10,000,000	$10,000

Defense Costs
Defense rights and duties lies with the primary policy with PACE.

Extended Reporting Options:
In the event any claims and/or circumstances have been reported to the insurance company, the additional premium for the 12 month optional extension period will be determined by the insurance company at the time this Policy is not renewed or replaced by the insurance company.

Terms, Conditions, Endorsements, Exclusions and/or Limitations include but are not limited to:

Policy wording: Beazley Excess SML Wording
Claims Notification shall be given to: Claims Department Beazley, 65 Memorial Road, Suite 320, West Hartford, Connecticut 06107, U.S.A. claims@beazley.com (with copy to claims@decusbrokers.com)
1. NMA1256 Nuclear Incident Exclusion
2. NMA1477 Radioactive Contamination Exclusion
3. LMA2918 War and Terrorism Exclusion Endorsement
4. LMA3100A Sanctions and Limitations Exclusion
5. NMA1998A Service of Suit Clause
6. LMA5389 US Terrorism Risk Insurance Act of 2002 as Amended
7. LSW3001 Premium Payment Clause

Cyber Liability - AIG

Coverage Basis	Pending & Prior Litigation Date	Continuity Date	Retro Date
Claims Made		11/18/2020	11/18/2020

Media Content Insurance (MC)	
Sublimit of Liability	$1,000,000
Retention	$1,000,000
Continuity Date	November 18, 2020
Retroactive Date	November 18, 2020

CyberEdge Security and Privacy Liability	
Sublimit of Liability	$1,000,000
Regulatory Action Sublimit of Liability	$1,000,000
Retention	$1,000,000
Continuity Date	November 18, 2020
Retroactive Date	November 18, 2020

CyberEdge® Network Interruption Insurance	
Sublimit of Liability	$1,000,000
Waiting Hours Period	12 Hours
Retention	$1,000,000
Continuity Date	Not Applicable
Retroactive Date	Not Applicable

CyberEdge® Event Management Insurance	
Sublimit of Liability	$1,000,000
Retention	$1,000,000
Continuity Date	Not Applicable
Retroactive Date	Not Applicable

CyberEdge® Cyber Extortion Insurance	
Sublimit of Liability	$1,000,000
Retention	$1,000,000
Continuity Date	Not Applicable
Retroactive Date	Not Applicable

Insuring Agreement(s), Limits, Retentions, and Waiting Period

Coverage under this Policy is provided only for those Insuring Agreements for which a limit is indicated below. If no limit is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability shown above is the maximum amount the Insurer(s) will pay under this Policy, regardless of the number of

Insuring Agreements purchased. If the Optional Separate Limit of Liability for Breach Response Costs has been elected, then the Limit specified for the Breach Response Costs Insuring Agreement will not be subject to the Aggregate Policy Limit of Liability or the Per Event Limit of Liability.

Defense Costs
Defense Costs incurred in the investigation and defense of any claim will be paid **within** the stated limits of liability.

Extended Reporting Options:
You may have the option to purchase an Extended Reporting Period upon cancellation. Please request additional information on specific ERP terms and conditions under the policy.

Terms, Conditions, Endorsements, Exclusions and/or Limitations include but are not limited to:

1 101014 12/13 SRP GENERAL TERMS AND CONDITIONS - NONADMITTED (12/13)
2 101024 12/13 SECURITY AND PRIVACY COVERAGE SECTION (12/13)
3 101021 12/13 NETWORK INTERRUPTION COVERAGE SECTION (12/13)
4 101019 12/13 MEDIA CONTENT COVERAGE SECTION (CLAIMS MADE) (12/13)
5 101018 12/13 EVENT MANAGEMENT COVERAGE SECTION (12/13)
6 101017 12/13 CYBER EXTORTION COVERAGE SECTION (12/13)
7 12/99 2015 General LMG for Div 05

1 103452 11/09 CHOICE OF PANEL COUNSEL ENDORSEMENT
2 129600 07/18 CONDUCT EXCLUSION AMENDED ENDORSEMENT CONTROL GROUP
3 115985 12/13 CONTROL GROUP DEFINITION AMENDATORY ENDORSEMENT (AMENDING LIST OF OFFICERS; NON-ADMINISTRATIVE PERSONNEL) - CEO, CFO, Risk Manager, GC, Chief Technology Officer, Chief Information Security Officer, Chief Information Officer, Chief Privacy Officer
4 105567 05/10 CRIMINAL REWARD COVERAGE EXTENSION
5 126656 10/17 CYBER CRIME ENDORSEMENT Coverages: Impersonation Fraud, Funds Transfer Fraud, and Computer Fraud Cyber Crime Sublimit: $250,000 Sublimit per Coverage: $250,000 Retention per Coverage: $1,000,000
6 123622 03/17 CYBER EXTORTION COVERAGE ENHANCEMENT ENDORSEMENT (THREAT CONSULTANT BITCOIN RANSOMWARE)
7 115808 12/13 CYBEREDGE CYBER MEDIA COVERAGE ENDORSEMENT
8 153784 08/24 CYBEREDGE LOSS PREVENTION SERVICES ENDORSEMENT
9 139229 05/23 E-CONSULTANT FIRM AMENDATORY ALL COVERAGE SECTIONS
10 144006 07/22 E-DISCOVERY CONSULTANT SERVICES COVERAGE ENDORSEMENT DEFINITION AND RETENTION
11 119679 09/15 ECONOMIC SANCTIONS ENDORSEMENT
12 125595 03/17 FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
13 139911 01/21 INFRASTRUCTURE EXCLUSION ENDORSEMENT
14 142423 10/21 MUSIC LICENSING AND MISAPPROPRIATION OF NAMEPERSONALIKENESS EXCLUSIONS ENDORSEMENT
15 147160 11/22 NOTICE PROVISION AMENDED ENDORSEMENT
16 136051 03/20 OPIOID MISUSE EXCLUSION ENDORSEMENT
17 130437 09/18 PROPERTY DAMAGE, SECURITY FAILURE AND LOSS DEFINITION AMENDED ENDORSEMENT BRICKING
18 105565 05/10 RETENTION AMENDATORY ENDORSEMENT
19 147280 12/22 RETENTION AND OTHER INSURANCE CLAUSE AMENDED ENDORSEMENT
- Other SIR: $150,000
- Applicable Agg means [the Per Member Limit of Liability and/ or the Limit of Liability]
- Lead Policy means Policy No. [TBD] issued by [AIG] to [Property and Casualty Coverage for Education (PACE)]
20 132620 04/19 SECURITY FAILURE DEFINITION AMENDED ENDORSEMENT PASSWORD THEFT; PHYSICAL THEFT OF HARDWARE
21 122669 11/16 SPECIFIC INVESTIGATION, CLAIM, LITIGATION, EVENT EXCLUSION
On or around 09/23/2020, Tyler Technologies cyber breach
On or around 02/28/2020 - phishing attack on Interactive Medical Systems Corporation
On or around 08/23/2019 - Lincoln County data breach
22 105165 04/10 STATE AMENDATORY INCONSISTENT ENDORSEMENT
23 151424 12/23 WAR EXCLUSION AMENDED 23-03SPECIFIC TO CYBER COVERAGE SECTIONS
24 78859 10/01 FORMS INDEX ENDORSEMENT

Workers' Compensation

Workers' Compensation Insurance

A. Workers Compensation Insurance:

Part One of the policy applies to the Workers' Compensation Law of the states listed below:

State
OR

Employers' Liability Insurance

Part Two of the policy applies to work in each state listed in Item A

Each Accident Limit	Disease Policy Limit	Disease Each Employee	Deductible
$500,000	$500,000	$500,000	N/A

Other States Insurance

Part Three of the policy applies to the states, if any listed below:

Does not apply to ND, OH, WA, and WY (Monopolistic States).

Higher limits may be available.

Dividends cannot be guaranteed and are subject to declaration by the insurance company's board of directors.

Policy is subject to audit.

Workers' Compensation Premium Exhibit

	Lincoln Co SD		25/26 Est Rates & Mod		26/27 Est Rates & Mod	
Code	Description	2026 Payroll	Rate	Premium	Rate	Premium
8868	School-Professional Emp & Clerical	$40,855,339	0.34	$138,908.15	0.35	$142,993.69
8868	Work Experience-No Manual Labor	$0	0.34	$0.00	0.35	$0.00
9101	School-All Other Employees	$1,128,006	2.39	$26,959.34	2.41	$27,184.94
9101	Work Experience-Manual Labor	$0	2.39	$0.00	2.41	$0.00
	Total Payroll	**$41,983,345**				
	Manual Premium			**$165,867.50**		**$170,178.63**
	Experience Rating		1.10	$16,586.75	0.87	-$22,123.22
	Total Estimated Premium			**$182,454.25**		**$148,055.41**
	Pre-Pay Credit		0.965	-$6,385.90	0.965	-$5,181.94
	Total Standard Premium			**$176,068.35**		**$142,873.47**
	Premium Discount		0.1662	-$27,943.30	0.1648	-$23,542.22
	Terrorism Premium		0.005	$2,099.17	0.005	$2,099.17
	Catastrophe Premium		0.010	$4,198.33	0.010	$4,198.33
	DCBS Assessment		0.098	$14,212.04	0.098	$12,311.62
	Guaranteed Cost Estimated Total			**$168,634.59**		**$137,940.37**

Display doesn't match quote exactly due to rounding.

Workers' Compensation History

POLICY PERIOD HISTORY (AS OF 05/30/2026)

Pol Yr	Mod	Payroll	Clm Freq	Std Prem	Tier
2025	1.10	37,601,592	.10	167,324	H
2024	1.15	42,423,230	.07	178,852	H
2023	1.11	39,385,511	.09	179,552	H
2022	.97	36,460,351	.07	130,990	G
2021	.94	34,614,942	.05	123,691	G

POLICY PERFORMANCE HISTORY (DATA AS OF 05/30/2026)

Pol Yr	Prorated Premium	Paid Losses	Incurred Losses	Paid/ Std	Inc/ Std	Clm Count	Exp Clm Count	Paid TL	Paid Med	ND Reimb	TL Count	Exp TL Count	TL Day
2025	152,599	63,356	109,192	41%	71%	33	12.01	3,706	59,650	(19,105)	5	3.00	24
2024	178,852	23,382	29,510	13%	17%	31	14.55	823	22,560	(27,260)	1	3.46	6
2023	179,552	124,925	124,925	70%	70%	36	13.95	5,639	92,225	(25,776)	1	3.21	128
2022	130,990	56,360	65,811	43%	50%	24	15.35	7,768	34,316	(19,041)	4	3.40	56
2021	123,691	95,433	104,383	77%	84%	19	17.00	11,975	79,717	(11,239)	5	3.68	121

POLICY DIVIDEND HISTORY

Declaration day	Policy period	Standard premium	Loss ratio	Premium dividend factor	Loss dividend factor	Total dividend factor	Premium dividend amount	Loss dividend amount	Computed dividend amount
09/03/2025	07/01/2023	$179,552.06		7.84%		7.84%	$14,077		$14,077
09/04/2024	07/01/2022	$130,990.28		9.79%		9.79%	$12,824		$12,824
09/06/2023	07/01/2021	$123,690.68	73.62%	22.64%	0.%	22.64%	$28,004	$0	$28,004
09/14/2022	07/01/2020	$149,135.64	51.77%	13.44%	0.%	13.44%	$20,044	$0	$20,044
06/04/2021	07/01/2019	$153,336.27	17.89%	38.14%	0.%	38.14%	$58,482	$0	$58,482
09/02/2020	07/01/2018	$148,591.52	54.61%	17.56%	0.%	17.56%	$26,093	$0	$26,093
09/04/2019	07/01/2017	$129,035.14	62.18%	20.29%	0.%	20.29%	$26,181	$0	$26,181
09/12/2018	07/01/2016	$108,876.79	101.45%	20.59%	0.%	20.59%	$22,418	$0	$22,418
09/13/2017	07/01/2015	$110,131.43	28.78%	21.38%	6.72%	28.1%	$23,546	$7,401	$30,947
09/14/2016	07/01/2014	$129,306.56	21.03%	21.99%	3.58%	25.57%	$28,435	$4,629	$33,064
09/09/2015	07/01/2013	$144,336.63		22.66%		22.66%	$32,707		$32,707
09/10/2014	07/01/2012	$165,156.25		34.69%		34.69%	$57,293		$57,293
09/18/2013	07/01/2011	$155,118.45		29.64%		29.64%	$45,977		$45,977
09/12/2012	07/01/2010	$197,000.99		37.42%		37.42%	$73,718		$73,718
06/15/2011	07/01/2008	$357,102.48		18.71%		18.71%	$66,814		$66,814
11/10/2010	07/01/2008	$175,858.08		23.75%		23.75%	$41,766		$41,766
03/10/2010	07/01/2007	$132,226.6		20.79%		20.79%	$27,490		$27,490
11/09/2007	07/01/2005	$92,794.68		13.14%		13.14%	$12,193		$12,193
						Totals	**$618,062**	**$12,030**	**$630,092**

Brown & Brown

5. Board Reports
6. Superintendent's Report
    a. Continuous Improvement Plan (CIP) Report. BG- 1 & 2

LCSD Continuous Improvement Plan Data Tracking
September 2025

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	33%	42%	44%	47%	41%	38%	66% Acadience 23% iReady	28%	30%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	9%	5%	6%	4%	12%	14%	15%	16%	15%
9th Grade On Track Projection	69%		**Graduation Projection**	73%		**Dual Credit Early College**	N/A	**AP/IB**	N/A
3rd Grade Reading SBAC	29.7%		**8th Grade Math SBAC**	12.7%		**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year).

Kindergarten Attendance Projection	72.2%	**District Attendance Projection**	73.1%	**Exclusions**	1.9%	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	44% (1865) 4229.8	**Conference Attendance**		**Survey Results**		

LCSD Continuous Improvement Plan Data Tracking
October 2025

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	33%	42%	44%	47%	41%	38%	66% Acadience 23% iReady	28%	30%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	9%	5%	6%	4%	12%	14%	15%	16%	15%
9th Grade On Track Projection	75%		**Graduation Projection**	77%		**Dual Credit Early College**	N/A	**AP/IB**	N/A
3rd Grade Reading SBAC	29.7%		**8th Grade Math SBAC**	12.7%		**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year).

Kindergarten Attendance Projection	65.6%	**District Attendance Projection**	69.1%	**Exclusions**	3.3%		

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	1880/4229 (44%)	**Conference Attendance**	Total: 58% Ele: 86% Sec: 38%	**Survey Results**		

LCSD Continuous Improvement Plan Data Tracking
November 2025

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	33%	42%	44%	47%	41%	38%	66% Acadience 23% iReady	28%	30%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	9%	5%	6%	4%	12%	14%	15%	16%	15%
9th Grade On Track Projection	72% (-3%)		**Graduation Projection**	76% (-1%)		**Dual Credit Early College**	N/A	**AP/IB**	N/A
3rd Grade Reading SBAC	29.7%		**8th Grade Math SBAC**	12.7%		**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	61.8% (-3.8%)	**District Attendance Projection**	67.6% (-2%)	**Exclusions**	4.2% (+.9%)	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2039/4229 (48%) (+4%)	**Conference Attendance**	Total: 58% Ele: 86% Sec: 38%	**Survey Results**	By School	

LCSD Continuous Improvement Plan Data Tracking
December 2025

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	33%	42%	44%	47%	41%	38%	66% Acadience 23% iReady	28%	30%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	9%	5%	6%	4%	12%	14%	15%	16%	15%
9th Grade On Track Projection	72%		**Graduation Projection**	76%		**Dual Credit Early College**	N/A	**AP/IB**	N/A
3rd Grade Reading SBAC	29.7%		**8th Grade Math SBAC**	12.7%		**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	62.5% (+0.7%)	**District Attendance Projection**	64.8% (-2.8%)	**Exclusions**	5.1% (+0.9)	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2086/4203 49.8% (+1.8%) Music Concerts	**Conference Attendance**	Total: 58% Ele: 86% Sec: 38%	**Survey Results**	Overall: 3.31/4 Parent Involv.: 3.24/4	

LCSD Continuous Improvement Plan Data Tracking
January 2026

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	51%	42%	39%	48%	40%	41%	Acadience 64% iReady 28%	29%	36%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	32%	13%	17%	18%	20%	21%	18%	22%	17%

9th Grade On Track Projection	84.7%	**Graduation Projection**	85.5%	**Dual Credit (11th & 12th)**	122 Students 176 Classes 16.6 % Part. ~~_ Coll. Crd.~~	**AP (11th & 12th)**	74 Students 76 Classes 10.1% Part.
				Early College (11th & 12th)	54 Students 74 Classes 7.3% Part. 233 Coll. Crd.	**IB (11th & 12th)**	269 Students 567 Classes 36.5% Part.
3rd Grade Reading SBAC	29.7%	**8th Grade Math SBAC**	12.7%	**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	54.6%	**District Attendance Projection**	63.7% (-1.1%)	**Exclusions**	6%	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2095/4203 (49.8%)	**Conference Attendance**	Total: 58% Ele: 86% Sec: 38%	**Survey Results**	Overall: 3.31/4 Parent Involv.: 3.24/4	

LCSD Continuous Improvement Plan Data Tracking
February 2026

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	K	1	2	3	4	5	6	7	8
	51%	42%	39%	48%	40%	41%	Acadience 64% iReady 28%	29%	36%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	32%	13%	17%	18%	20%	21%	20%	21%	19%

9th Grade On Track Projection	90.2%	**Graduation Projection**	89.9%	**Dual Credit (11th & 12th)**	122 Students 176 Classes 16.6 % Part. ~~_ Coll. Crd.~~	**AP (11th & 12th)**	74 Students 76 Classes 10.1% Part.
				Early College (11th & 12th)	54 Students 74 Classes 7.3% Part. 233 Coll. Crd.	**IB (11th & 12th)**	269 Students 567 Classes 36.5% Part.
3rd Grade Reading SBAC	29.7%	**8th Grade Math SBAC**	12.7%	**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	52.7%	**District Attendance Projection**	63.1%	**Exclusions**	6.8%	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2132/4203 (50.7%)	**Conference Attendance**	Total: 58% Ele: 86% Sec: 38%	**Survey Results**	Overall: 3.31/4 Parent Involv.: 3.24/4	

LCSD Continuous Improvement Plan Data Tracking
March 2026

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	51%	42%	39%	48%	40%	41%	Acadience 64% iReady 28%	29%	36%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	32%	13%	17%	18%	20%	21%	20%	21%	19%

9th Grade On Track Projection	77% (-13.2%)	**Graduation Projection**	73.6% (-16.3%)	**Dual Credit (11th & 12th)**	122 Students 176 Classes 16.5 % Part.	**AP (11th & 12th)**	73 Students 75 Classes 9.9% Part.
				Early College (11th & 12th)	53 Students 66 Classes 7.2% Part. 249 Coll. Crd.	**IB (11th & 12th)**	263 Students 554 Classes 35.6% Part.
3rd Grade Reading SBAC	29.7%	**8th Grade Math SBAC**	12.7%	**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	52.5% (0.2%)	**District Attendance Projection**	61.5% (-1.6%)	**Exclusions**	7.2% (+0.4%)	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2155/4203 (51.2%)	**Conference Attendance**	Total: 58% Ele: 86% Sec: 38%	**Survey Results**	Overall: 3.31/4 Parent Involv.: 3.24/4	

LCSD Continuous Improvement Plan Data Tracking
April 2026

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	51%	42%	39%	48%	40%	41%	Acadience 64% iReady 28%	29%	36%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	32%	13%	17%	18%	20%	21%	20%	21%	19%

9th Grade On Track Projection	77.2%	**Graduation Projection**	76.1%	**Dual Credit (11th & 12th)**	122 Students 176 Classes 16.4 % Part.	**AP (11th & 12th)**	74 Students 77 Classes 9.9% Part.
				Early College (11th & 12th)	73 Students 139 Classes 9.8% Part. 501 Coll. Crd.	**IB (11th & 12th)**	264 Students 556 Classes 35.5% Part.
3rd Grade Reading SBAC	29.7%	**8th Grade Math SBAC**	12.7%	**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	50.4%	**District Attendance Projection**	61.8%	**Exclusions**	8.3% +1.01%	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2172/4152 52.3% +1.2%	**Conference Attendance**	Total: 59% Ele: 88% +2% Sec: 36% - 2%	**Survey Results**	Overall: 3.31/4 Parent Involv.: 3.24/4 *Final Update in June	

LCSD Continuous Improvement Plan Data Tracking

May 2026

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	57% +6%	43% -1%	39% NC	54% +6%	47% +7%	50% +9%	Acadience 62% +2% iReady 38% +10%	40% +8%	40% +4%
iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	57% +25%	36% +26%	40% +23%	36% +18%	33% +13%	28% +7%	30% +10%	29% +8%	21% +3%

9th Grade On Track Projection	78.2%	**Graduation Projection**	95.1%	**Dual Credit** **(11th & 12th)**	238 Students 331 Classes 31.9 % Part.	**AP** **(11th & 12th)**	74 Students 89 Classes 9.9% Part.
				Early College **(11th & 12th)**	73 Students 139 Classes 9.8% Part. 501 Coll. Crd.	**IB** **(11th & 12th)**	267 Students 778 Classes 35.8% Part.
3rd Grade Reading SBAC	29.7%	**8th Grade Math SBAC**	12.7%	**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	54.7%	**District Attendance Projection**	62.3%	**Exclusions**	9.1%	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2260/4152 54.4% +2.1% (+10% on yr.)	**Conference Attendance**	Total: 59% Ele: 88% (+2%) Sec: 36% (- 2%)	**Survey Results**	Overall: 3.34/4 Parent Involv.: 3.1/4	

LCSD Continuous Improvement Plan Data Tracking
June 2026

Academics

- All students will achieve and stay engaged in learning so that each school will increase and maintain the percentage of students at or above benchmark by 5% each year in reading for the next three years, and each school will increase and maintain the percentage of students at or above benchmark by 10% each year in math for the next three years.
- Each LCSD high school will improve its 9th-grade on-track data and four-year cohort graduation by 3% each year or reach and maintain 90% over the next three years.

Acadience/ iReady Reading	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	57% +6%	43% -1%	39% NC	54% +6%	47% +7%	50% +9%	Acadience 62% +2% iReady 38% +10%	40% +8%	40% +4%

iReady Math	**K**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
	57% +25%	36% +26%	40% +23%	36% +18%	33% +13%	28% +7%	30% +10%	29% +8%	21% +3%

9th Grade On Track Projection	82.6%	**Graduation Projection**	97.5%	**Dual Credit** **(11th & 12th)**	395 Students 724 Classes 52.8 % Part.	**AP** **(11th & 12th)**	77 Students 181 Classes 10.3% Part.
				Early College **(11th & 12th)**	75 Students 158 Classes 10.0% Part. 561 Coll. Crd.	**IB** **(11th & 12th)**	269 Students 1072 Classes 36.0% Part.
3rd Grade Reading SBAC	29.7%	**8th Grade Math SBAC**	12.7%	**11th Grade ELA SBAC**	49.0%	**11th Grade Math SBAC**	20.8%

Wellness and Belonging

- Schools will meet the mental and emotional needs of students and families as demonstrated by a 5% increase in regular attendance each year for the next three years or the maintenance of 90% regular attendance (regular attendance is defined as 90% of the students attending 90% of the time each year). GOAL: 65.9%

Kindergarten Attendance Projection	55.9%	**District Attendance Projection**	63.1%	**Exclusions**	9.3%	

Community Connection

- LCSD will build strong relationships with families and the community as demonstrated by surveys indicating that 75% of staff, students, and community members are satisfied with LCSD programs, practices, and support.

Family Night Attendance	2274/4152 54.7% +.03% (+10% on yr.)	**Conference Attendance**	Total: 59% Ele: 88% (+2%) Sec: 36% (- 2%)	**Survey Results**	Overall: 3.34/4 Parent Involv.: 3.1/4	

b. Instructional Time Update

Student Instructional Time Restoration Plan

District/Charter School Name: Lincoln County School District

Plan to Restore Student Instructional Time

*What steps will you take to restore student instructional time to no less than the number of hours in **Column I** of your district or charter school's Restoration Planning Spreadsheet by the beginning of the 2027-28 School Year?*

Action	Position Responsible	Timeline
Share with the Board at the July meeting	HR Director	July 2026
Convene Learning Support Team to consider additional days only to be used in the event of a weather day	HR Director	January 2027
Meet with associations to discuss plan for emergency-use days	Superintendent/HR Director	February 2027
Adopt calendar that includes articulation of days to add in the event of a weather event	Board of Education	March 2027

Notes/Additional Context:

The district calendar for 2025-26 was reduced by four full day (24 hours) due to inclement weather. LCSD has a Board approved 2026-27 calendar restoring those 24 hours. For 2027-28 we will propose a calendar that keeps those 24 hours intact as well as a plan to make any hours up should a weather event take place during the 2027-28 school year.

GRADE	Planned 2025-26 Student Instructional Time	Actual 2025-26 Student Instructional Time	Difference between Planned 2025-26 and Actual 2025-26	Planned 2026-27 Student Instructional Time	Difference between Planned 2025-26 and Planned 2026-27	Planned 2024-25 Student Instructional Time	Difference between Planned 2025-26 and Planned 2024-25	Minimum Hours needed for 2027-28
EX 1	1050	1050	0	1058	8	NA Did not reduce		NA
EX 2	1020	1020	0	1012	-8	1030	-10	1030
EX 3	1040	1016	-24	1048	8	1056	-16	1056
K	982	958	-24	982	0	954	28	982
1	982	958	-24	982	0	954	28	982
2	982	958	-24	982	0	954	28	982
3	982	958	-24	982	0	954	28	982
4	982	958	-24	982	0	954	28	982
5	982	958	-24	982	0	954	28	982
6	982	958	-24	982	0	954	28	982
7	982	958	-24	982	0	954	28	982
8	982	958	-24	982	0	954	28	982
9	1022	998	-24	1022	0	1003	19	1022
10	1022	998	-24	1022	0	1003	19	1022
11	1022	998	-24	1022	0	1003	19	1022
12	1005	981	-24	1005	0	986	19	1005

7. Adoption of the Consent Calendar. BG- 1-3
    a. Minutes of the Board
    b. Human Resources
        1. Board Personnel Action

Board Agenda — July 14, 2026 — Personnel Action

Licensed Hires(s):

Rob Barnhill	PE Teacher/Sam Case
Adrian Benally	Elementary Teacher/Toledo Elementary
Lauren Bobo-Shisler	Elementary Teacher/Toledo Elementary
Charity Bower	Grade 6 Teacher/Taft Elementary
Melanie Cornwall	Elementary Teacher/Oceanlake
Savannah Gardiner	Grade 4 Teacher/Taft Elementary
Haley Germain	Kindergarten Teacher/Oceanlake
Katie Losier	Grade 1 Teacher/Toledo Elementary
William Keepers	Science Teacher/Waldport High
Madeline Morris	Health-PE Teacher/Newport Middle School
Brian Nelson	Science Teacher/Newport High
Addysson Oppegaard	Grade 4 Teacher/Taft Elementary
Shelly Robertson	Service Coordinator/Toledo Jr-Sr High School
Ben Swenson	Language Arts Teacher/Toledo Jr-Sr High
Jeff Taylor	PE Teacher/Newport High
Lauren Taylor	Grade 1 Teacher/Toledo Elementary
Deklyn Wood	Health-PE Teacher/Taft 7-12

Classified Hires(s):

Dan Criteser	Instructional Asst/Toledo Elementary
Tammie Johnson	Health and Records Asst/Newport High

Brady Jansen	Health & Records Assistant/Taft 7-12
Sarah Kantzler	Early Learning Site Coordinator/Yaquina View
Kristin Larkins	Title Asst/Sam Case
Brandy Law	Health & Records Asst-TA III/Toledo Jr-Sr High
Isabel Martinez	Special Education Teaching Asst II/Toledo Elementary
Olha Marushechko	Special Education Teaching Asst II/Toledo Jr-Sr High
Lisa Otis	Special Education Teaching Asst II/Toledo Jr-Sr High
Jennifer Schouten	Special Education Teaching Asst II/Taft Elementary
Lauren Sulkosky	College and Career Coordinator/Taft 7-12

Coach Hires(s):

Jerry Marsh	Cross Country/Toledo Jr-Sr High
Rob McAfee	Girls Basketball/Newport High

Resignation(s):

Kathy Beyer	Assistant Principal Newport High School	Resignation 7/1/2022 – 6/30/2026
Gretchen Braxling	Service Coordinator Toledo Jr-Sr High School	Resignation 8/16/2013 – 6/30/2026
Cora Cavender	Instructional Assistant Crestview Heights	Resignation 3/6/2026 – 6/30/2026
Karen Dedijer-Small	21st Century Site Coordinator Crestview Heights	Resignation 1/2/2024 – 6/30/2026
Tera Ericksen	Grade 4 Teacher Taft Elementary	Resignation 8/26/2024 – 6/30/2026
Nate Kaufman	Grounds III Facilities and Maintenance	Resignation 12/16/2024 – 6/26/2026

Emma Spangrud	21st Century Teaching Asst Crestview Heights	Resignation 11/14/2025 – 6/30/2026
Erica Wilson	School Psychologist Newport High	Resignation 8/27/2021 – 6/30/2026

c. Board
    1. 26-27 Draft Organizational Resolution

RESOLUTION 2026/27 – 1

DESIGNATION OF DISTRICT OFFICERS, CLERKS, AGENTS, AND DEPOSITORIES OF FUNDS

DISTRICT CLERKS

WHEREAS, Majalise Tolan, Superintendent of Lincoln County School District, is designated by law as Clerk/Chief Administrative Officer of said District for the 2026-2027 fiscal year;

WHEREAS, it is advisable for additional staff members to be designated as Deputy Clerk/Chief Financial Officer;

BE IT RESOLVED, that Rich Belloni and Kim Cusick are appointed as Deputy Clerks for the 2026-2027 fiscal year.

BE IT FURTHER RESOLVED, that the named Clerk and Deputy Clerks be covered in the amount of $1,000,000 through the district's crime policy.

BUDGET OFFICER

BE IT RESOLVED, that Majalise Tolan is hereby designated to serve as Budget Officer of the Lincoln County School District for the fiscal year 2026-2027.

GRANT OFFICER

WHEREAS, grant funding may become available through Federal, State or other sources; and

WHEREAS, certain available grant funds may be deemed beneficial toward improvement of the District's educational system;

BE IT RESOLVED, that the Superintendent, and/or Deputy Clerks be named as the Local Agency Representative and shall hereby be authorized to file application(s) and execute for and on behalf of the District and otherwise act as the District's representative in all activities related to grants for the fiscal year 2026-2027.

BOND COMPLIANCE OFFICER

BE IT RESOLVED, that Business Director Kim Cusick is appointed as the Bond Compliance Officer and Business Services Supervisor Carole Kunde is appointed as the Alternate Bond Compliance Officer for the 2026-2027 fiscal year.

LEGAL COUNSEL

BE IT RESOLVED, that the Hungerford Law Firm; Garrett, Hemann, Robertson; The Lawrence Company; Macpherson, Gintner & Diaz; and Newport Law; are hereby designated to serve as General Counsel for the Lincoln County School District for the fiscal year 2026-2027.

BE IT RESOLVED, that Hawkins, Delafield & Wood, LLP is hereby designated to serve as Bond Counsel for the Lincoln County School District for the fiscal year 2026-2027.

AUTHORIZATION TO FILL VACANCIES

BE IT RESOLVED, that the Superintendent or designee is hereby authorized to accept resignations and fill vacancies and report them to the Board in accordance with District Policy, for the Lincoln County School District for the fiscal year 2026-2027.

APPLICATION FOR FEDERAL IMPACT AID

BE IT RESOLVED, that Deputy Clerks are designated as the authorized representatives of the District in connection with filing for Federal Impact Aid. Public Law 874, for the Lincoln County School District for the fiscal year 2026-2027.

DISTRICT REPRSENTATIVE FOR ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)

BE IT RESOLVED, that the Facilities Director is appointed as representative for the AHERA for the Lincoln County School District for the fiscal year 2026-2027.

AUDITOR

BE IT RESOLVED, that Clear Trail, CPAs, LLC, are hereby designated to serve as Auditors for the Lincoln County School District for the fiscal year 2026-2027.

SELF-CERTIFICATION OF FEDERAL GRANT PURCHASING THRESHOLDS

WHEREAS, under 2 CFR 200.320 (iv), non-federal entities may establish a federal purchasing threshold higher than the micro-purchase threshold identified in the FAR under certain conditions; and Lincoln County School District qualifies as a low-risk auditee for the most recent audit; and is a public institution in Oregon where the small purchase threshold is $25,000 and the intermediate purchase threshold is $25,001 to $250,000;

BE IT RESOLVED, that the federal micro purchase threshold for Lincoln County School District shall be equal to the Oregon threshold of $25,000 and the federal small purchase threshold shall be equal to the Oregon threshold of $25,001 to $250,000.

AMERICANS WITH DISABILITIES ACT (ADA)

BE IT RESOLVED, that the Facilities Director and Human Resources Director are appointed as District coordinators for the Lincoln County School District for the fiscal year 2026-2027.

AGENT OF RECORD, PROPERTY INSURANCE

BE IT RESOLVED, that Brown & Brown Insurance is hereby designated to serve as Agent of Record for the Lincoln County School District for property and liability insurance for fiscal year 2026-2027.

NEWSPAPERS FOR LEGAL NOTICE

Be it resolved that The Lincoln Leader be designated as the newspaper in which legal notices will be published for fiscal year 2026-27.

TRAVEL REIMBURSEMENT RATES

BE IT RESOLVED, that in accordance with Policy DLC the mileage reimbursement rate for 2026-2027 be set at the 2026 IRS rate of 72.5 cents; and the meals per diem rate will be $82.00 ($36 for dinner, $24.00 for lunch and $22.00 for Breakfast). Lodging is based on the commercial or governmental, single room rate. Specifics for meal per diem and lodging are identified in Policy DLC-AR.

INVESTMENT DEPOSITORIES

WHEREAS, Lincoln County School District has statutory authority for investment of funds,

BE IT RESOLVED, that the Oregon Coast Bank and Oregon State Local Government Investment Pool are hereby approved as the official depository of Lincoln County School District funds for the 2026-2027 fiscal year:

BE IT FURTHER RESOLVED that the investment instruments as defined in ORS 294.805-294.895 are permitted for 2026-2027.

BE IT FURTHER RESOLVED, that the Clerk of the District or the Deputy Clerks, as Custodian of Funds, are authorized to establish accounts and to issue checks against such accounts bearing the original signature of the Clerk or the Deputy Clerks or the facsimile signature of the Clerk and/or the Deputy Clerks.

AUTHORIZATION TO BORROW MONEY

BE IT RESOLVED, that the Clerk or the Deputy Clerks be authorized to borrow up to $5,000,000 within the requirements of law and District policies.

AUTHORIZATION FOR INTERFUND LOANS

WHEREAS, ORS 294.468 allows the commingling of funds and any subsequent operating loans from one fund to another fund upon receiving authority from the Board of Directors in the form of a resolution;

BE IT RESOLVED, the Board of Directors of Lincoln County School District to hereby authorize any short-term operating loans created from operations.

SIGNING OF AGREEMENTS

BE IT RESOLVED, that the Clerk and Deputy Clerks be authorized to sign contracts, conveyances or other documents on behalf of the District, within the requirements of law and District policies.

DISPOSAL OF SURPLUS PROPERTY

Be it resolved that the Deputy Clerks are hereby authorized to dispose of surplus property in accordance with Board Policy to the limit of $25,000.

DECLARATION OF VACANCY BUDGET COMMITTEE

Be it resolved that Zone 5 be declared vacant.

DESIGNATION OF LOCAL PUBLIC CONTRACT REVIEW BOARD

Be it resolved that the governing body of Lincoln County School District, the Board of Directors, be designated as the Local Public Contract Review Board for 2026-2027.

Duly passed this 14th day of July 2026 at the regular meeting of the Board of Directors of Lincoln County School District.

______________________________ ______________________________

Board Chairperson Clerk of the Board

Board Member:	Aye	Nay
Peter Vince	___	___
Jason Malloy	___	___
Dr. Natalie Schaefer	___	___
David Cowden	___	___
Mitch Parsons	___	___

2. Policy IKJ - Artificial Intelligence

Code: IKJ
Adopted: 6/9/26
Revised/Readopted: 7/14/26
Orig. Code: IKJ

Artificial Intelligence

The Board believes that artificial intelligence (including generative artificial intelligence) is a useful tool. The Board also recognizes that generative artificial intelligence involves risk, including input and output bias, inaccuracies, and hallucinations. As such, it is critical that staff and student use is conducted responsibly.

Independent Student Use

Specific rules for the independent use of generative artificial intelligence for assigned student work may be developed by the teacher and communicated to students. Teachers should consider the following in establishing these rules:

1. Accessibility of programs and technology for all students outside of school;[1]

2. Student awareness of bias and inaccuracies and student ability to responsibly address those concerns; and

3. The teacher's ability to detect usage accurately and consistently.

Failure to follow these rules may result in incomplete credit or disciplinary action.

Student Use as Part of Class

Teachers may use generative artificial intelligence as part of instruction to further course objectives. Only applications approved by the district's IT Department will be allowed to be used as part of the class. All Terms of Use will be followed, along with any additional rules established by the IT Department or the teacher. Students are not allowed to share logins or passwords.

Staff Use

District staff are authorized to use generative artificial intelligence to perform various work functions. Staff are responsible for ensuring their use complies with all laws, including, but not limited to copyright and privacy laws.

Staff Professional Development

The district will seek out professional development opportunities for staff to learn how to use generative artificial intelligence for various work functions.

FERPA and Confidentiality

[1] For example, do all students have access to computers and internet away from school; does the age of the students affect their ability to access generative artificial intelligence?

All laws regarding student records, confidentiality, privacy, and student internet use will be followed at all times. District staff are prohibited from sharing personally identifiable information (PII)[2] with any generative artificial intelligence application.

Violations

Students and staff in violation of policy or related rules may be subject to discipline and may be referred to law enforcement.

END OF POLICY

Legal Reference(s):

ORS 332.107

[2] See Board policy JOB – Personally Identifiable Information for additional information.

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133.
Children's Internet Protection Act (CIPA), 47 U.S.C. §§ 254(h) and (l); 47 C.F.R. § 54.520.
Children's Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501–6505
Family Educational Rights and Privacy Act (FERPA) of 1974, 20 U.S.C. § 1232g; 34 C.F.R. § 99.
Protection of Pupil Rights, 20 U.S.C. § 1232h.

8. Action Items
    a. Human Resources
        1. OSEA 2026-2028 Bargaining Agreement

AGREEMENT

BETWEEN

OREGON SCHOOL EMPLOYEES ASSOCIATION

LINCOLN COUNTY CHAPTER 19

and the

LINCOLN COUNTY SCHOOL DISTRICT

BOARD OF DIRECTORS

LINCOLN COUNTY
SCHOOL DISTRICT

A Member's Union
OSEA
AFT Local 6732

July 1, 2026 - June 30, 2028

Table of Contents

Preamble

This Agreement entered into this 14th day of July, 2026, by and between the Board of Directors of the Lincoln County School District, hereinafter the “Board” or “District,” and the Oregon School Employees Association (OSEA) Lincoln County Chapter 19, hereinafter the “Association.”

Article 1 — Recognition

A. **Exclusive Representation**

The District hereby recognizes the Oregon School Employees Association (OSEA) as the exclusive bargaining representative, as defined in ORS 243.650, for all classified employees except supervisory, confidential, academically licensed (including teachers, social workers and nurses), and temporary employees, substitutes and department heads having evaluative responsibilities over other staff members.

B. **Definitions**

1. Employee: A member of the bargaining unit represented by the Association.

2. Temporary employee: A person who is employed for a specific job for a ninety-(90) calendar day period. Exceptions will be made by mutual agreement between OSEA and the District.

   Normal school breaks and other interruptions of the same job do not establish a new ninety (90) calendar day period.

   In order to enable monitoring of contract compliance as regards temporary employees, the District will supply the Association chapter President with a copy of the Temporary Employment Agreement for each non-academically licensed, non-supervisory, non-confidential and non-administrative temporary employee at the time of hire and will notify the Association chapter President at the time that these temporary jobs have been completed.

   Should it become known that the temporary assignment will become permanent, the position will be filled per the terms set forth in Articles 10 and 20 as applicable.

3. Exempt: All exempt classified jobs shall be approved by the Union and shall be forty (40) hours a week. If an exempt employee works more than forty (40) hours in any week they shall be allowed to flex the time off, preferably within the same week or month. If exempt employees, working with their supervisor, aren't able to flex the added time within the week or month then the employee shall be paid overtime in the next pay period.

4. Substitute: A person who is employed to replace an absent permanent employee. Any person who performs service as a substitute during six (6) continuous months or more shall be considered a permanent employee for all purposes for the remainder of that fiscal year and the following fiscal year if they continue service as a substitute on the same work basis as during the past year.

5. Permanent Replacement: Temporary and substitute employees shall not be used to replace a permanent classified position. This shall not be construed so as to

prevent a temporary or substitute employee from applying for a permanent classified position.

6. Summer Help: Summer help hired during May to September who are enrolled in a college or university, are not restricted to the ninety (90) calendar days and are not considered a classified employee.

7. Student Workers (JOY, 21st Century After-School Program, SWEET, cadets, AVID tutors, Rural Teacher students) will not be recognized members of the bargaining unit. They are student workers working for job experience throughout the year.

8. Monthly employees defined:
   12-month employees: 250-260 days
   11-month employees: 200 -249 days
   10-month employees: 199 or less days

Article 2 — Management Rights

A. The Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this Agreement.

B. Recognizing the above, the parties agree that the District retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of it. Rights of employees in the bargaining unit and the Association are limited to those set forth in this Agreement or provided by Oregon statute, and the District retains all prerogatives, functions, and rights not limited by the terms of this Agreement or by Oregon statute.

C. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:

1. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.

4. The maintenance of discipline and control and use of the school system property and facilities.

5. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.

6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.

7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline or transfer employees except as provided for herein.

8. The creation, combination, modification or elimination of any position.

9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of

employees, and the establishment of quality standards and judgment of employee performance.

10. Determination of the layout and the equipment to be used and the right to plan, direct, and control all work activities; including the processes, techniques, methods and means of performing work.

11. The right to establish and revise the school calendar, establish hours of employment and to assign workloads.

D. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

E. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retaining all functions and rights to act not specifically nullified by this Agreement.

F. For further reference, see ORS 332.072, 332.075, 332.105, 332.107 and also ORS Chapter 243.

Article 3 - Association Rights

A. Association Time

Whenever mutually scheduled, Association representatives, elected or appointed, shall be granted time off without loss of pay from their regular school duties to attend local meetings dealing with grievance proceedings and labor negotiations. Whenever possible, such meetings will be scheduled so as not to interfere with normal work duties. The District shall not be obligated to pay overtime compensation due to the provisions of this section.

B. Bulletin Boards

The District will provide reasonable space for its employee boards in each facility for communicating Union business to members of the bargaining unit.

C. Time Release

1. The District will release the Association President, their designee, or employees that OSEA requests off for Association business. This shall be for trainings, attending conferences, membership drive, etc. The Association will reimburse the District for the full cost of salary and benefits.
2. Upon return from such leave, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

D. New Member/Non-Member Meetings

OSEA shall have the right, under ORS 243 Public Employee Rights and Benefits, to schedule meetings lasting at least thirty (30) minutes but not more than one hundred twenty (120) minutes with new employees on paid work time with at least twenty-four (24) hour notice to the new employee's supervisor. These meetings shall be attended by a minimum of one (1) designated representative during paid work time with no less than twenty-four (24) hour notice to the designated representative's supervisor(s). The meeting will take place at the new employee's worksite location unless a different location is agreed upon by the new employee and designated representative(s). No prior notice to the District office regarding the meeting is required. Meeting locations must be approved through established building processes. All employees attending the meeting (the designated representative(s) and the new employee) will have up to one hundred twenty (120) minutes of paid work time in which to meet so that they can discuss OSEA-related topics without any loss in compensation or benefits.

1. In addition, all bargaining unit employees who are not members of the Association shall, once per school year, upon request to a designated Union representative and notification to their supervisor, be permitted to meet with the

designated representative during regular work hours, without loss of compensation or benefits to any employee, for thirty (30) minutes.

2. Each October the Union shall communicate with the District to set up four (4) regional bargaining unit member meetings. All classified employees shall be required to attend. These meetings shall be on paid time and one (1) hour long. Any classified employees absent or who do not attend for any reason will need to meet with the union as soon as possible to make this meeting up and this meeting shall be on paid time.

3. The District and Association agree to all the other provisions of ORS 243 Public Employee Rights and Benefits not listed, and the Association will notify the District when it exercises these provisions.

E. Miscellaneous

Upon request, the Association will be allowed use of such office equipment as needed to provide duplicating and information to the employees. The Association will pay the reasonable costs of all materials and supplies incidental to such use, and for any repairs, excluding routine maintenance, necessitated as a result of using equipment. The District shall invoice any such costs to the Union within thirty (30) days of use to receive payment.

1. The District agrees that conditions of employment shall be maintained at current standards and practices and agreements shall remain in effect.

2. Bargaining unit work performed by the unit shall remain with the unit.

3. Meeting Notices. The District shall provide the Association with the agenda of future meetings of the District Board of directors as soon as practicable following delivery to the school board. The District shall provide the Association with a copy of the official minutes of the Board meetings within fifteen (15) days after the minutes have been approved by the board.

4. Mail Facilities, Mail Boxes and Email. The Association shall have the right to use the inter-school mail courier service, school mailboxes and email as it deems necessary and without the approval of building principals or other members of the administration, unless such use is deemed by the administration to overload or put undue cost upon the service, or is in violation of the U.S. Postal Service's rules and regulations.

5. Any agreement made with the District that is signed and therefore binding on the parties must have the District's representative, chapter president or representative, and the OSEA state office representative signatures to be enforceable.

F. Reimbursement of Personal Property Damage

The District shall make available a maximum of two thousand five hundred $2,500.00 per year (non-accumulative) to the Association's Reimbursement Committee for reimbursement of employees' reasonable costs of clothing or eye glasses that have been damaged or destroyed as a result of an assault or injury and any vandalism incidental thereto, if the employee was acting in a reasonable and necessary manner while engaged in an official capacity. This does not include reimbursement for jewelry. At no time will the reimbursement for damaged personal property exceed the amount of the affected employee's deductible. The Association will establish a Reimbursement Committee to determine distribution of the two thousand five hundred $2,500.00. The Reimbursement Committee will then submit the reimbursement request to the District. The Superintendent may request a signed statement identifying the damaged or destroyed items, and the estimated cost of any claim under this provision.

G. There shall be no whole department contracting out for the life of this contract. This provision does not become status quo after the expiration of this contract.

Article 4 — Savings Clause

Notwithstanding ORS 243.702(1), if any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby. Upon request of either the Board or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

If, after ninety (90) days of expedited bargaining under ORS 243.698 the parties fail to agree on a replacement for the invalid words or sections of the collective bargaining agreement, they may, upon mutual agreement, move the matter to arbitration, or the District may unilaterally implement its last proposal and/or the Union may strike.

Article 5 - Organizational Information

A. General Policies

1. The District shall provide the Association President notice once a quarter when there is a change to policies or procedures in addition to its rights in ORS 243 Public Employee Rights and Benefits.

2. The District agrees to forward to the Association President any changes in personnel policies. The Association agrees to assist the District in communicating those changes to all bargaining unit members.

3. The District agrees to follow its policies and procedures.

B. New and Current Employee Notification

If the information is available in the District's records, the District will provide reports indicating the list titles below to the Association Chapter President and the OSEA State Office in an editable digital file format agreed to by the Association and District. Such reports will be produced ten (10) calendar days from the date of hire for newly hired employees and every one hundred-twenty (120) calendar days for current employees in the bargaining unit. Additionally, the new hire email alerts from the payroll/HR system will generate for the Association:

1. Name of employee

2. Position classification

3. Salary range schedule and step placement

4. Work site

5. Seniority Date

6. Contact information including:
   a. cellular, home, and work telephone numbers;
   b. personal and electronic mail addresses; and
   c. home or personal mailing address

C. Professional Development

The District will offer professional development (conferences, training, seminars, etc.) using a process.

D. Association Security

Association Membership

1. The District will advise all newly employed at the time of their employment that the Association is their exclusive bargaining representative.

2. The District agrees to deduct Association dues and fees of the Association for all employees who are members of the Association and to promptly remit those funds to the Association's state headquarters.

E. Disbursement of Funds

The District shall disburse all Association dues except as relates to designated charities, to the Association's state headquarters.

Article 6 — Nondiscrimination

The district shall promote nondiscrimination and an environment free of harassment based on an individual's race, color, religion, sex, sexual orientation, national origin, marital status, age or disability, because of the race, color, religion, sex, sexual orientation, national origin, marital status, age or disability of any other persons with whom the individual associates, with or without reasonable accommodation, is able to perform the essential functions of the position, membership or non-membership in any organization.

Article 7 — Personnel File

A. The official file of each employee is confidential and shall be kept in the District Human Resources Office.

B. No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it. In the event the employee is not available to initial or sign the document or the employee refuses to do so, a copy will be forwarded to the Association chapter President or designee.

C. The employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the personnel file and employees shall have the option to attach a written statement to that document.

D. The personnel file shall be open for inspection by the employee during regular office hours, by appointment and under the supervision of District representation while viewing the file. The personnel file shall be open only to such other persons as are officially designated in writing by the District or by the employee.

E. Material placed in the personnel file of an employee without conformity with the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.

F. Once any material is placed in the file it should never be removed from the file.

G. Upon request, an employee will be allowed to have one copy of their file per school year.

Article 8 — Layoff and Recall

A. Seniority shall be defined as the total length of service as a permanent classified employee within the District from the most recent classified hire date. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized, unpaid leaves of absence in excess of thirty (30) calendar days will not count towards seniority, but will not break seniority. All ties in seniority will be broken by the drawing of lots.

B. When a layoff occurs within the bargaining unit, the Association and those employees affected will be notified as soon as practicable but with a minimum of fifteen (15) calendar days' notice. This Article only covers layoffs which occur as a result of reductions in whole or part-time positions of at least four (4) hours per work day, or a reduction which would result in the employee moving from full insurance contributions to prorated contributions or from prorated contributions to loss of insurance benefits. (See Article 18, Insurance)

C. The Association may, upon notification of the layoffs, request to meet with District representatives to discuss the pending layoffs.

Process

Layoff of bargaining unit employees will be based upon seniority. When positions are eliminated or reduced in hours sufficient to meet the definition of a layoff as set forth in Section B, less than twelve (12) month employees may not displace twelve (12) month employees. Transfers are allowed between less than twelve (12) month employees provided that all other conditions set forth in this Article are met. Senior employees who are reduced in hours may choose to stay at their building with reduced hours. Employees displaced by transfers will also be transferred as described in this Section. Assignments will be made using the following sequence:

1. Transfer within Open Positions

   Senior employees will first be transferred into open job titles or comparable positions and ranges within their current classification. All existing benefits and seniority rights remain intact throughout the transition.

2. Bump within Job Titles

   Next, senior employees in the affected positions may bump to positions within their respective job titles occupied by less senior employees which provide sufficient work hours (six (6) hours per day/ thirty (30) hours per week) to leave the senior employee's insurance benefits unaffected and most closely restore the hours cut from the senior employee's work schedule.

3. Movement within Classifications

After exhausting all placements into open positions and the same job title, employees may be transferred to, or exercise bumping rights into, lower-range positions within the classification groupings.

Additional Details

1. An employee who bumps out of their salary range shall be compensated at the new range at the same step occupied prior to bumping.

2. Employees can bump down within Position Groupings (Appendix A) by seniority even if they have not previously held the position provided the employee is qualified. Bumping may only occur into the same or lower pay range within the employee's Position Groupings.

3. An employee may refuse to accept transfer or bump to one new position and shall be laid off and placed on the recall list.

Recall

A. Employees laid off shall retain all rights to recall in effect at the time they were laid off. Recall rights shall exist for eighteen (18) months from the date of layoff.

B. A recall must be to at least eighty-five percent (85%) of the person's former salary level as computed on an average weekly basis. If an employee accepts a recall offer that is eighty-five percent (85%) or more of the employee’s former salary level as computed on an average weekly basis, then that employee is removed from the recall list.

C. The laid-off employee will have seven (7) calendar days to respond and accept or reject a recall notice. A laid-off employee may not reject more than one (1) recall offer extended by the District.

D. Any laid-off employee not recalled according to this procedure within the eighteen (18) months will be deemed to have been separated from District employment (resigned) in good standing.

E. Upon exhaustion of all specified placement and displacement options, the District and OSEA shall meet to mutually determine any remaining employee placements.

Involuntary Transfer

Involuntary transfers for the same job title due to reductions will be conducted first by volunteers, then by seniority.

Article 9 — Leaves

A. **Sick Leave**

1. Definition

Sick leave means absence from duty because of personal illness or injury. Sick leave may also mean absence from duty because of disability caused by pregnancy or childbirth which prevents the employee from working. Sick leave also means absence from work for family illness covered under FMLA/OFLA or the Oregon Sick Leave Law.

2. Eligibility

Sick leave shall accrue and be available for employee use on a monthly basis. See eligibility below:

- 10-month employees will be eligible for 11 days per year. 10 days may accrue.
- 11-month employees will be eligible for 12 days per year. 11 days may accrue.
- 12-month employees will be eligible for 13 days per year. 12 days may accrue.

Pay for sick leave absence shall be the same as if the employee had worked that day or lesser period of time. Sick leave may be used in increments of fifteen (15) minutes or more. Unused sick leave shall accumulate without limitation.

3. Evidence of Illness

The District may require an employee who has been absent due to illness or injury in excess of three (3) consecutive workdays or where there is a pattern of use or suspicion of misuse of illness/sick leave to provide a certificate from the employee's attending physician or practitioner, that the illness or injury prevents the employee from working and that verifies that the employee was ill or injured on the dates indicated. The District shall also retain the ability, after an employee’s absence in excess of three (3) consecutive workdays or a pattern of illness/sick leave for illness or injury to require a certificate from the employee’s attending physician or practitioner that the employee is fit to resume the employee’s duties. The District retains the right to assign a physician of its choice, at the District’s expense, to verify illness.

4. Sick Leave Cashout

An employee with forty (40) or more sick leave days (at their FTE) can, at their discretion and with notification to the District in May, elect to have five (5) days paid out at their per diem. Such days will be deducted from their eligible PERS sick leave balance.

5. Transfer of Sick Leave

New employees to the District who have worked in other Oregon districts or as an employee member of the system while in the service of any public employer shall, after completing thirty (30) working days, be eligible to transfer all unused accumulated sick leave.

a. For retirement purposes, under ORS 332.507, the District will permit an employee who has been employed in other Oregon districts to transfer an unlimited number of days of unused accumulated sick leave.

b. That usable for sick leave purposes shall not exceed seventy-five (75) days of the total transferred, and those must be certified as having been available for sick leave by the most recent public employer.

6. Notice of Illness or Injury

The employee shall give their supervisor maximum feasible prior notice of their intention to take sick leave. All leaves of absence involving sick leave more than three (3) consecutive work days must be approved via completion of the Leave of Absence (LOA) form and submitted to Human Resources within one (1) week after the leave. Failure to submit an approved Leave of Absence Request to HR is a violation of this contract.

7. Violation of Agreement

Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subject to disciplinary action, up to and including dismissal.

B. **Bereavement Leave**

Employees shall be allowed five (5) days leave without loss of pay for each death in the immediate family. To avoid undue hardships, this time may be extended, at the discretion of the Superintendent or designee, not to exceed five (5) additional days with pay. Such leave shall not accumulate. Members of the immediate family shall include: those outlined within FMLA/OFLA spouse/domestic partner, (step-) child, (step-) parent, (step-) sister or (step-) brother, sister- or brother-in-law, parent-in-law, son- or daughter-in-law, (step-) grandparent, (step-) grandchild, or any relative or other individual living in the home of the employee subject to the approval of the Superintendent or designee. Bereavement leave provided above shall run concurrently for the allowed use of sick leave for bereavement purposes as provided in ORS 659A.156.

C. **Court Appearances**

Leave of absence for jury duty or for court appearance as a witness, pursuant to subpoena, shall be granted with pay in the amount of the difference between the employee's regular pay and any amount they receive as a juror or witness fee, exclusive of mileage allowance. This leave is not available in any case where the employee or the Association is a complainant against the District unless stated differently within ORS 243.

In the case of an appearance as a court witness, leave with pay shall not exceed two (2) days. Such leave shall not accumulate. Additional days may be granted by the Superintendent or designee.

The employee shall submit a photocopy of the court's check to the District for the reimbursement of amounts received by him/her for juror or witness fees within a reasonable time after receipt of the same, which in no event shall exceed thirty (30) days.

Any appearance as the moving party or a defendant in a court proceeding except in course of duty with the District shall be without pay.

D. **Civic Appearance**

Leaves of absence in order to meet civic responsibilities may be approved up to one (1) day without pay by the Superintendent or their designee. To obtain approval for such leave from the Superintendent or their designee, the employee must submit a written request in advance showing:

1. how the appearance can benefit the school district and community,
2. how the appearance can benefit the employee by improving their professional performance, and,
3. approval of the building principal/supervisor.

E. Personal Leave

An employee may accumulate two (2) days of personal leave with pay, per school year, to a maximum accumulation of five (5) days. A maximum of four (4) paid personal leave days may be taken consecutively.

One additional day shall be granted to any employee having used no sick leave during the prior year provided that the employee has been with the District for a minimum of two (2) complete fiscal years.

A request for personal leave must be submitted in writing to the employee's principal or immediate supervisor for prior administrative approval as soon as possible and at least one (1) day before taking such leave. Personal Leave may not be used on days designated for training.

The District will contact each employee in May who will be over the 5 days with the July or September award. Upon the award of 2 personal days:

A. Employees may elect to be paid out for the additional hours beyond the 5 days accrual maximum by contract.

B. Employees may elect to use the days to receive the additional 2 days.

C. Should employees not select (pay out or take the days) the leave balance will be paid out beyond the 5 days accrual maximum by contract.

F. **Workers' Compensation**

This provision is effective after determination and verification by Workers' Compensation or the Workers' Compensation Board that the employee has sustained a compensable injury as defined by ORS Chapter 656, and beginning with the date Workers' Compensation payments begin.

1. At the employee's option, an employee who sustains an injury or illness compensable by Workers' Compensation Insurance, and who is unable to perform their regular duties, may be compensated in the amount of the difference between their regular salary and the total of Workers' Compensation Insurance. The difference between these payments and the employee's regular salary shall be charged against the employee's accumulated sick leave, subject to the maximum accumulated.
2. An employee who had their sick leave deducted during the initial three (3) days absence due to an industrial accident/illness shall, following determination made that the claim is compensable, have three (3) days restored to their leave account. If such determination is made after the employee has exhausted all available paid leave, appropriate adjustment shall be made to reflect the inclusion of those three (3) days.
3. An employee who sustains an industrial accident/illness shall have rights to return to service in accordance with ORS 659A.043.
4. The rights accorded herein will not grant the employee any rights beyond those accorded in Article 10 should a bona fide layoff occur.

G. **Family Leave**

The District acknowledges and will comply with all the provisions of the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

H. **Leave for Domestic Violence, Harassment, Sexual Assault or Stalking**

The District shall provide leave to eligible employees who are victims of domestic violence, harassment, sexual assault or stalking in accordance with Oregon law. Any employee who requires such leave shall be permitted to use accrued sick or personal leave, and use the established process for requesting leave.

I. **Paid Leave Oregon (PLO)**

1. In accordance with state law and program requirements, the District will pay forty percent (40%) of the one percent (1%) which is all the portion above sixty percent (60%) of the one percent (1%) that the employees are responsible for paying.

2. An employee who receives a benefit under PLO/PFMLI may elect to use available contractual leave to supplement program benefit payments up to one hundred (100%) wage replacement**.** Their other options are to receive one hundred percent (100%) of their paid leave in addition to receiving PLO payments or to choose to not use their paid leave and only receive PLO payments. Upon receiving written notice of such an election, the District shall apply leave accordingly.

3. An employee qualifying only for PLO is not required to deplete their paid leave before starting unpaid leave.

J. **Break in Seniority**

Employees having accepted District employment outside of the bargaining unit (thus making them a non-bargaining unit member), excluding employees on the recall list, for more than twelve (12) months will not retain seniority. A new seniority date will replace their former seniority date upon their return to the bargaining unit.

K. **Leave Without Pay**

1. Leave without pay may be obtained for reasons such as health, family emergencies, business matters, and other reasons upon authorization by the Superintendent or designee. Leave without pay shall not exceed twelve (12) weeks unless authorized by the Superintendent.

2. Requests for leaves of up to five (5) workdays will be received and approved or rejected by the employee's supervisor. Requests for more than five (5) days duration and/or accumulation will require approval by the Superintendent or designee. The granting of all leaves without pay is discretionary with the District.
3. Leave requests shall be made in writing through the Leave of Absence Request (LOA) form and submitted before the leave is taken, and must state the reason for said request, duration of the leave, and expected date of return. Employees granted unpaid leave will not accrue seniority if the leave exceeds thirty (30) working days nor be eligible for District-paid benefits.
4. Upon return from leave the employee shall be returned to their position held prior to the leave if reasonably possible, but if not to a different position in their Position Groupings for which the employee is qualified (to be determined by the District).
5. An employee on leave shall, after thirty (30) calendar days, be allowed to continue insurance benefits provided by the District with the employee paying their own premium for the duration of the leave.
6. If an employee has been granted an unpaid leave of absence under this section and subsequently files for and is granted Unemployment Insurance benefits, their leave shall be terminated as of the effective date of receipt of benefits and shall be considered a resignation from the District.
7. An employee who has been granted an unpaid leave of absence shall be eligible for placement on the recall list as provided herein but only for that period of time which remains after the amount of time involved in the unpaid leave of absence has been subtracted from the allowable eighteen (18) months as authorized herein.

L. **Exhaustion of All Benefits**

1. An employee who exhausts all benefits, including vacation, overtime or other compensable time, paid or unpaid leave, and who is still medically unable to assume the duties of their position, may be terminated, but will be considered for any position for which the employee applies as long as the employee can perform the essential duties of the position with or without reasonable accommodation.
2. If the individual is later medically able to resume the duties of their position, the individual shall so notify the employer. The employee shall provide the District with complete medical information attesting to the individual's fitness to return to duty. The District reserves the right to obtain a second medical opinion, at its expense. If it is determined that the individual is fit to return, the District shall offer reemployment to the individual for the first vacant position in the

individual’s Position Groupings for which the individual has had prior work experience with the District and for which they are qualified at the time of leave.

3. If the individual fails to accept or reject the notification to return to work within five (5) workdays of written receipt of notice the district has no further obligation to the individual.

M. **Failure to Obtain Approval**

Absence of an employee from duty, including any absence for a single day or a part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action up to termination.

N. **Failure to Return**

An employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of such leave of absence shall be considered to have resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability or other reasons deemed legitimate by the Superintendent or designee.

Article 10— Sick Leave Bank

A. **Sick Leave Bank**

A Sick Leave Bank shall be governed by the OSEA, Lincoln County Chapter 19 executive board. The executive board will work collaboratively with the District to make sure the employee receives FMLA/OFLA benefits.

B. **Membership Eligibility**

To be eligible, new employees must have completed one (1) year of service and, at that one-year mark, make the required sick leave contribution, provided they have a sufficient sick leave balance accrued at that time to fulfill the contribution to become a member.

C. **Termination of Membership**

Any member may terminate membership in the OSEA Sick Leave Bank by a written request, or by the end of employment. Previously-donated days shall remain in the bank.

D. **Donations**

1. Upon agreeing to Sick Leave Bank participation, each new employee will donate two (2) days (expressed in hours) of their earned, unused sick leave to the Sick Leave Bank. A contribution of sixteen (16) hours is the maximum.

2. Additional Contributions: The Sick Leave Bank shall open for members who are not currently participating for a period of thirty (30) calendar days starting the day after the ratification date of each successor contract agreement or each re-opener agreement. It shall be opened any time if the Sick Leave Bank falls near, or below, twenty-five percent (25%) of its potential total, as determined by the total hours that would be required if all Sick Leave Bank donations were being newly made, the Executive Board may direct that all Sick Leave Bank members contribute one (1) additional day.

E. **Executive Board - Use of Sick Leave Bank**

1. The executive board established under section A, above, shall determine those eligible to use Sick Leave Bank donations, using the following criteria:
   a. The employee has exhausted all available paid status time, and a recognized medical provider verifies the employee is unable to perform the duties of their position description.

b. The employee has been absent ill for five (5) or more consecutive days.
c. The employee is a member of the Sick Leave Bank.

2. **Applying/Granting**

a. The executive board will meet and act expeditiously upon each request, and notify the District of its actions.

b. The maximum that can be used by any one employee for any illness or disability is thirty (30) days fiscal year. Any unused sick leave bank leave will be returned to the sick leave bank upon employee's return to work.

c. The executive board can approve the District extending the number of days available to an employee to thirty (30) additional days over a fiscal year. Such approval, or approvals, cannot be cited as a practice or used in any negative way against the District.

d. New sick leave bank requests shall be completed by the employee should additional days be needed beyond the original request.

e. If a claim is denied for any reason the employee has a maximum of five (5) working days to appeal to the executive board.

f. Sick leave from the bank shall not be granted to employees with worker's compensation claims.

3. **Record Keeping**

a. The District agrees to maintain accurate records of accumulated sick leave, and the usage thereof by the Sick Leave Bank.

b. The District shall provide the Union President written information on all new and existing Sick Leave Bank members on an ongoing basis, at least quarterly.

c. An employee who elects to participate in this Sick Leave Bank is acknowledging they have read, understands, and will be bound by all of the foregoing.

Article 11— Vacation

A. **Eligibility**

1. Twelve-month employees shall be entitled to receive paid vacations after the completion of a full year of employment. Paid vacations for employees working less than eight (8) hours a day shall be on a pro-rata basis.

2. Employees who have worked in the District for five (5) or more years will begin accruing eighty (80) hours of vacation immediately upon transfer to a twelve (12) month position. Employees must work four (4) years in a twelve (12) month position before they advance to accruing one hundred twenty (120) hours of vacation per year.

3. Vacation accrual will be as follows at the anniversary of the most recent classified hire date.

1-4 years	80 hours (maximum accrual 120 hours)
5-9 years	120 hours (maximum accrual 160 hours)
10-14 years	140 hours (maximum accrual of 180 hours)
15 years or more	160 hours (maximum accrual 200 hours)

B. **Accumulation**

It is the District's responsibility to see that employees take their vacation; however, if for some reason they don't or can't take their earned vacation, in unusual circumstances related to job requirements, the Superintendent or their designee may extend the time for taking earned vacation leave for a period not to exceed two (2) years from the date credited and/or make arrangements to be paid for excess vacation.

C. **Accrual**

Vacation leave shall not accrue during an unpaid leave of absence of more than thirty (30) days.

D. **Excluded Employees**

Employees working less than 12 months are not eligible for paid vacation time.

Article 12 — Holidays

A. The District agrees to grant paid holidays for all classified employees as follows:

Twelve (12) month employees

Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Day before or day following Christmas Day (specified by the Superintendent)
New Year's Day
Martin Luther King, Jr.
Presidents' Day
Memorial Day
Fourth of July

Less than twelve (12) month employees

Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King, Jr.
Presidents' Day
Memorial Day

B. When a holiday falls on Sunday, the legal holiday will be Monday. If it falls on Saturday, Friday becomes the legal holiday.

Article 13— Probationary Status

A. **Commencement of Probation**

The initial or promotional probationary period, as prescribed herein, will commence on the first day of service in that position.

B. **Probationary Period - New Employees**

1. Each new employee shall serve a probationary period of six (6) months of continuous work (according to the employee's work calendar). If an employee changes positions prior to the end of the six (6) months period, they will commence a new probationary period.

2. A probationary employee may be released, removed or discharged only for just cause in accordance with ORS 332.544.

3. Any employee in a paid status on the first workday following the date of completion of the prescribed probationary period shall be deemed permanent.

4. The District will notify the Union of any new to the District employee that is placed above Step 3 on the salary schedule.

C. **Promoted Employees**

1. **Probation**

   An employee who has been promoted (defined as moving to a new position at a higher rate of pay) shall serve a probationary period of six (6) months before attaining permanent status in that position.

2. **Failure to Complete Probation**

   An employee who has received a promotion and who subsequently fails to complete the required probationary period shall be returned to the position in which they had attained permanent status and was serving at the time of the promotion when a position is open. Assignment to a position shall be made by the District. The period of time served in the position to which promoted will be counted, for seniority purposes, as time served in the position to which the employee is being returned. In the event the employee's former position (from which they were promoted) does not exist or is no longer open, they shall be eligible to return to any other position in which they have achieved permanent status if they are qualified and a position is open. All time served shall be counted for seniority purposes.

3. **Probation Release and Placement in Different Classification**

By mutual agreement between the employee and the employer, a person released from a probationary status in a promoted position, may be placed in a vacant position in which the employee has not previously served, providing the employee is qualified.

In such a case, the employee shall be treated as if they had been returned to their original position.

4. **Salary Placement When Released from Probation**

For advancement on the salary schedule, an employee released from a probationary promoted position shall be accorded all rights, benefits and burdens as if the employee had not been promoted.

Article 14 — Compensation
Also see APPENDIX B

A. **2026-2028**

The Classified Salary Schedule, is set forth in Appendix B for each school year. As set forth in Appendix A, the parties have grouped job classifications into Position Groupings.

The District shall "pick up," assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement System (PERS) for the bargaining unit members that participate in PERS. Such pickup, or payment of the bargaining unit members' contribution to the system shall continue for the life of this Agreement.

B. **Work Calendar**

1. All employees are required to annually sign a fiscal year work calendar which serves as the time sheet for average monthly wages.
2. All employees will be paid monthly on a 12-month schedule. Wages are calculated at an average monthly payment.
3. Should the District and Association agree to biweekly pay periods, each monthly payment shall be divided equally and paid out on the tenth of the month and the twenty-fifth of the month. All deductions shall be equally split in half and deducted from each check.

C. **Salary Rate Step Advancement**

Eligible employees who worked the prior year will advance to a higher salary rate step according to Appendix B on July 1 of each year of the Agreement.

- For 2026-27 each employee shall receive a three and fifteen hundredths percent (3.15%) COLA.
- For 2027-28 each employee shall receive a three percent (3.0%) COLA.
- Scale ends at step 25. All steps above twenty-five (25) receive COLA.

D. **Overtime**

1. If an employee is required by their supervisor or the superintendent or designee to work more than forty (40) hours per week, they shall be paid at the rate of one and one-half (1 ½) times their hourly rate (if budgeted funds are available). If budgeted funds are not available, overtime will be allowed in compensatory time off at not less than time and one-half (1 ½) for employment in excess of forty (40)

hours per week. The employee may elect, subject to the approval of the supervisor, to take "comp" time in lieu of payment for the overtime hours (computed at one and one-half [1 ½] times regular rate). No employee shall be permitted to accrue in excess of eighty (80) hours of compensatory time. All compensatory time must be used prior to the end of the fiscal year or it will be paid out at one and one-half (1 ½) times the regular rate.

2. If an employee is required by their supervisor or the superintendent or designee to work on a paid holiday, they shall, in addition to the pay for the holiday, be paid at the rate of time and one-half (1 ½) for all hours worked with a guaranteed minimum of four (4) hours.

3. The District aims to follow the established work calendar and when changes occur, to provide two weeks' notice to employees. However, certain departments, such as Facilities and Maintenance, must have some flexibility in staffing related to materials delivery, timing of inspections, and weather, etc.

4. On weeks where the number of work hours is reduced due to a holiday or non-contract day (not personal), hours worked in excess of the established work calendar will be paid at one and one-half (1 ½) times the employees' regular rate.

5. The District may establish a ten (10) hour day, four (4) day week for any of its positions and if it does so the following shall govern:

   a. Overtime will be payable only in excess of forty (40) hours in a week.
   b. Any sick leave, personal day, or vacation day utilized by an employee on a ten (10) hour shift shall be paid for or deducted from the employee's leave balance at ten (10) hours per day.

E. **Grant Writing**

1. A member interested in applying for a grant will present a proposal to their building principal or supervisor. The content of the proposal will include the purpose, rationale, and relevancy to the school or district improvement plan. Once mutually agreed upon, the principal or supervisor and employee may present the proposal to the superintendent should they need additional district resources.

2. If any part of the grant has an impact on the collective bargaining agreement, the proposal will be referred to the Association and District.
3. The grant writing person or team will receive one-half (1/2) of the administrative costs (indirect costs) billed to the grant. Stipend(s) paid and all associated payroll

costs shall not exceed one-half (1/2) of the administrative costs (indirect costs). If the team writes the grant, the team will inform the District how one-half of the administrative (indirect costs), billed to the grant will be distributed among the team. This provides the grants writer(s) with incentive for their time.

4. The employee work process can be carried out in one of two ways, subject to supervisor approval:
   a. The employee does the work of writing the grant on regular time, if permission is given by the supervisor. If the grant is awarded, the employee(s) shall receive additional payment for the work completed of (using the formula specified in 3 above); or
   b. The supervisor, with HR concurrence, may authorize in advance additional work hours at straight time so long as the total hours worked by the employee did not exceed forty (40) hours per week. If it is necessary for the employee to work over forty (40) hours in a week, the supervisor, with HR concurrence may authorize in advance additional work hours paid at the rate of one and one-half (1 ½) times their hourly rate. The employee may elect, subject to the approval of the supervisor, to take "comp" time in lieu of payment for the overtime hours (computed at one and one-half [1 ½] times). If the grant is awarded, the employee(s) shall receive payment for the work complete of (using the formula specified in 3 above), minus the hourly wages paid for the additional hours worked to complete the grant.

5. Specifically excluded from this provision are all Title grants that routinely fund programs, (i.e., consolidated plan grants, special education, Title funds, block grants, non-competitive grants, etc.).

F. **Working Out of Classification**

Any employee who is required to work in a higher paid position shall be paid at step one on the salary schedule on day one in the salary range for the position to which they have been assigned. Beginning with the 11^{th} consecutive day, they shall be paid at the higher range and at the employee's step. However, while working out of classification, job rights will not accrue.

G. **Co-Curricular Activities Compensation**

The District has need, from time to time, to provide supervision at some co-curricular activities. While these duties are generally performed, but not required to be performed, by licensed personnel, the District does have needs or the opportunity to utilize classified employees for this work. The District and Association agree that if classified employees are hired to serve as coaches or advisors for other school-approved co-curricular activities, there will be an authorized number of hours and paid no less than the licensed employees for those hours, or the overtime rate if required by law. This does not restrict classified employees from volunteering to supervise and direct a co-curricular activity.

H. **Emergency Delays / Closures**

1. When schools are temporarily closed to students due to an event, such as inclement weather, classified staff shall not be required to report for work. Classified salaries will not be docked for such absences; however, the District reserves the right to make up all lost student contact days and without additional compensation beyond the original number of contracted days.

2. When weather conditions force a closure after the start of the school day and classified employees are released early, the rest of their shift will be paid.

3. In cases where the District needs employees to work on site during inclement weather (and it is deemed safe to do so) employees will be paid straight time (according to the contract) and an additional one and one-half (1 ½) times their pay.

I. **Payroll Deductions**

1. Subject to the conditions hereinafter the District agrees to make the following deductions from the salaries of employees:

   a. Payment to any financial institution as posted by the District if requested and authorized by the employee.

   b. Medical, dental, vision and term life insurance premiums for the employee's family. It is further provided that payroll deductions for medical, dental, vision and term life insurance premiums for the employee's family are subject to any and all procedures established for such deductions by the District.

   c. Association dues, tax-sheltered annuities.

J. **Uniforms**

Classified special education assistants who are required as part of their job duties to assist children during swimming classes will be reimbursed up to fifty dollars ($50.00) per year for swimwear.

K. **Per Diem and Mileage Expenses**

Per diem expenses for District-required trips will be reimbursed at the rate provided by District policy.

Mileage for District-required trips will be reimbursed at the rate provided by District policy.

L. **LCSD Longevity Stipend**

Employees shall receive the following bonus amounts on the following table each June, annually:

25+ years,	$2,000
20-24 years,	$1,000
15-19 years,	$750
10-14 years,	$500

Any employee reaching their seniority date, but separates from the District before June, shall receive their prorated bonus on their final paycheck.

M. **Final Paychecks**

Final paychecks due to resignation will be paid on the next regularly scheduled payday in accordance with ORS 652.140 (5).

N. **Asbestos Pay**

Whenever classified staff volunteer to work in an asbestos situation, the time recorded should be rounded up to the nearest fifteen (15) minute increment. Staff working in this capacity will be paid at one and one-half times (1 ½) an hour of their regular rate of pay. All applicable Personal Protective Equipment will be provided by the District at no cost to the employee.

O. **Extra Qualification Stipends**

In recognition of the time and effort expended and the added benefit to the District, classified employees who obtain or maintain any of the following additional qualifications will receive a stipend in the provided amount:

- Fluency in a second language two thousand dollars ($2,000) (annual)

The onus is on the employee to provide proof of competence in a District-approved measure.

P. **Bilingual Extra Hours Pay**

For employees asked to translate for activities outside of the work calendar, they shall be paid at one and one-half (1 ½) times their regular pay.

Article 15 — Classified Professional Development Fund

A. Employees who have successfully completed their probationary period of employment shall be eligible to initiate professional development opportunities outside of District sponsored activities. Such employees are eligible for fees for workshops, seminars, conferences, trainings, college tuition and textbook costs when approved by their supervisor and the Human Resources Director. The funds shall be subject to the following:

B. Tuition and fee paid by the District upon proof of registration and followed up for classes, workshops and/or test, with passing results related to the employee's duties. The classes, workshops and/or tests must be job-related or education focus and approved in advance of enrollment in the course by the Human Resources Department. In the event that an employee fails to successfully complete a course or withdraws after the refund deadline, any tuition or fees previously disbursed by the District shall be considered the sole financial responsibility of the employee and must be repaid in full.

C. The maximum amount per member shall be one thousand dollars ($1,000) per annum, except that employees who work less than four (4) hours per day shall be eligible for a maximum reimbursement of five hundred ($500).

D. The District will annually budget $25,000 for professional development for classified employees each year of this agreement. The purpose will be to improve or update the employee's skills in their current classification. The Superintendent or their designated representative, prior to enrollment, must approve all courses or workshops.

E. If and when course work totaling the above amount has been approved, no additional tuition or fees will be paid for that year. If the annual allotment has not been used by April 1, then staff that has already received funds earlier in the year may apply for additional funds, if qualified, up to June 30, until funds are expended. Any remaining funds on July 1 will return back to the District.

F. The Education Committee includes members from the OSEA Lincoln County Chapter 19 and the District and will be responsible for designating and managing the classified's instructional improvement fund. The Committee will establish guidelines to determine how funding will be distributed and shall establish meeting dates to respond to requests.

Article 16 — Insurance

A. **Insurance Premiums**

The District shall provide a benefits package that includes full-family Medical/Hospitalization, Dental, Vision and employee-only term life and AD&D in the principal amount of six thousand dollars $6,000 for each member of the bargaining unit.

The District shall contribute up to one thousand seven hundred ninety dollars and thirty-nine cents ($1,790.39) per month for 2026-2027, and one thousand eight hundred forty dollars and thirty-nine cents ($1,840.39) per month for 2027-28 for the insurance premium on behalf of each member of the bargaining unit who is employed six (6) hours or more hours per day for full-family Medical and dental insurance.

Long-term disability will be part of the fringe benefit package offered by LCSD to the bargaining unit.

The District will offer employees dependent-term life coverage as follows:

1. For the spouse three thousand dollars ($3,000) and for each dependent one thousand dollars ($1,000).

2. The premium for term life and dependent insurance may vary during the term of this Agreement.

B. **Medical Plans**

The current medical insurance carrier is the Oregon Educators Benefits Board (OEBB). Dental, Vision and Life insurance are currently part of the fringe benefit package offered by LCSD to the bargaining unit.

The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand under expedited bargaining (ORS 243.698), over potential changes in the carrier.

For the terms of this Agreement, the parties will designate OEBB's High-Deductible/HRA compatible plan as the preferred district major medical plan for bargaining unit members.

1. Members enrolling in this plan for medical insurance coverage shall also be eligible to participate in the District sponsored group HRA account.

2. The purpose of the group HRA is to provide reimbursements to members enrolled in OEBB's high-deductible plan.

3. Group HRA reimbursements are available only for costs that are allowable under OEBB's medical coverage. Specifically, not allowed for reimbursement are copayments for prescriptions, copayments for medical services; over the counter medications or medical supplies.

4. The District will contribute to the group HRA account.

5. The District will assume all financial risk in the event the group HRA does not perform as anticipated. In the event the HRA does not perform as anticipated, the District may consider eliminating the group HRA in subsequent years.

6. All fees, taxes, and premiums will be considered part of the District's maximum contribution.

C. **Eligibility**

It is further agreed that members of the bargaining unit who are employed less than six (6) hours per day will be eligible to participate in these programs with the District paying that portion of the premium as determined on a pro-rata basis, determined by the number of hours worked divided by eight (8) hours.

Employees working less than four (4) hours per day or twenty (20) hours per week will be ineligible for insurance benefits.

Members of the bargaining unit who were employed by the District on and before January 10, 1992, and who were regularly employed for less than eight (8) hours per day, will continue to receive prorated District contributions based upon the following formula: Four (4) hours or more = one hundred percent (100%) contribution; three (3) hours = seventy-five percent (75%) contribution; two (2) hours = fifty percent 50% contribution; one hour = 25% contribution; or, any appropriate division thereof depending upon the hours employed. Employees hired after January 10, 1992 who are regularly scheduled to work less than eight (8) hours per day will receive full proration of District contributions as described above.

District contributions for benefits will begin on the first day of the month following thirty (30) days of employment.

D. **Enrollment**

The employee, Association and the District agree that it is the employee's personal responsibility to actively enroll in health benefits during open enrollment or within thirty (30) calendar days upon hire.

Enrollment forms and account set-ups for Health Reimbursement Arrangements (HRA) and Health Savings Accounts (HSA) must be completed within thirty (30) calendar days of open enrollment or hire date. If the employee fails to complete the requirements for enrollment or account set-up within this time period, it will be considered an automatic forfeiture of their choice of the benefit until the following open enrollment period.

Many personal decisions are involved in open enrollment. It is understood that District staff are not responsible for these decisions. Therefore, it is agreed that the following will be implemented for those employees who don't actively enroll during Open Enrollment; a plan will be chosen for the employee and their dependents at the lowest cost.

E. **IRS Section 125**

Classified staff may participate in an IRS Section 125 account by appropriate payroll deductions. The plan to be offered will cover approved out-of-pocket healthcare and dependent expenses by way of pre-taxed payroll deductions, as approved by the IRS.

F. **Health Savings Accounts (HSA)**

Those members who selected an HSA compatible insurance plan in 2014-15 will be allowed to continue to elect the individual HSA. This plan will not be available to new members. The district will contribute the difference between the employee's current insurance cap and the composite premium into the employee's HSA account up to the annual allowable annual maximum contribution. All forms and account set-ups must be completed within thirty (30) calendar days of open enrollment or hire date.

G. **Medical Opt Out Option**

Bargaining unit members who would otherwise be categorized as "double-covered" and can provide proof of health insurance through a spouse or domestic partner may elect to opt-out of district provided health insurance. Members who elect to opt-out shall receive a district contribution equal to fifty percent (50%) of the employee's current insurance cap into an HRA (Health Reimbursement Arrangement). The District shall retain the remaining fifty percent (50%) in the form of savings. Any member who pursues an opt-out based on proof of coverage through a domestic partner shall be informed prior to the completion of the opt-out that their insurance benefit will be subject to federal taxation. All forms and account set-ups must be completed within thirty (30) days of open enrollment or hire date.

H. **Insurance Pool**

The District and Association agree to meet between January 1 and May 1 to discuss insurance.

Article 17 — Employee Discipline and Dismissal

A. Permanent Classified Employees

A permanent classified employee is a person who has satisfied the probationary requirements provided for in this Agreement.

B. **Discipline of Permanent Classified Employees**

1. A permanent classified employee will be disciplined only for just cause.

2. For the purposes of this Agreement, disciplinary actions include only the following: verbal reprimands, written reprimands, suspensions without pay (but not including suspension pending investigations), transfers (including demotion) due to discipline, and dismissal.

C. **Dismissal**

a. Dismissal of a classified employee will include notice and a pre-termination hearing with the Superintendent regarding the recommendation for dismissal by the employee's supervisor.

b. Dismissal of a probationary classified employee shall follow Article 15. Section B.2.

D. **Representation**

A Union representative shall be offered by the District, at all stages of the proceedings, to the employee for any discipline or investigatory meeting.

Article 18 — Vacancies

A. Bargaining unit vacancies shall be posted for five (5) workdays.

B. Job vacancy postings will be emailed to all personnel.

C. Job opening notices shall state job title, wage, and location for each available position and minimum position requirements.

D. When a vacancy within the bargaining unit occurs, all qualified applicants, as determined by the District, will be considered.

E. Positions will be filled by the applicant who is judged to be the best qualified by the administration.

F. If a current bargaining unit member and non-bargaining unit member both apply for a vacancy and the District determines each to be equally qualified, the current bargaining unit member will be given preference for the position.

G. Bargaining unit members who believe they have been treated unfairly or want to know what skills they need to work on to become successful in the hiring process may ask for review by the Superintendent or designee once they have been notified. In any case, the Superintendent's decision on the matter is final and is not subject to a grievance or unfair labor practice complaint.

H. An employee interested in a transfer to a position, in the same Range or lower, will contact Human Resources in writing. Employees will be considered in the order in which transfers are received before the position is opened.

Article 19 — New Positions, Classification and Reclassification

A. **New Position(s), Existing Classification**

When the District creates a new position(s) within an existing classification, it shall fill the vacancy as per the District's hiring procedure.

The District and Association will propose job classifications and job descriptions to review as needed.

B. **New Position(s), New Classification**

1. It is the District's sole right and responsibility to create new positions to meet its work needs. It is also the District's responsibility to develop job descriptions and qualifications for positions.

2. When the District creates a new job title, position, it shall assign the intended pay range to that job title and immediately notify the Union of its action.

3. The Association shall, within fourteen (14) workdays of date of receipt either:

    a. Indicate that it wishes to have negotiations on salary, or
    b. Accepts the District's position as outlined, or
    c. The Association may offer suggestions regarding job description and/or qualifications.

    Failure to respond will constitute acceptance of the District's decision. Time requirements listed herein will not preclude the District from implementation but the results may subsequently alter the assigned pay range.

C. **Reclassification**

1. Should an employee, group, District, or Union request to change the placement of any position on the salary schedule, because an employee, District, or Union believes that the duties the employee is currently performing are more properly within a different existing job classification, the proposed change will be brought (via the established form) to the next Labor Management meeting. A committee comprised of up to three (3) Union members and up to three (3) District representatives will study the issue.

2. The Union and District representatives in the Labor Management meeting and/or committee meeting will consider the merits of the request based on whether the majority of the employee's current job duties constitutes a reclassification. The recommendation of the Labor Management team will be issued in writing to the Superintendent within ten (10) working days of the above referenced meeting. If there is no agreement, each side of the issue may make a recommendation to the Superintendent.
3. The Superintendent will either approve or deny the recommendation and will issue a written decision within ten (10) working days of receipt of the recommendation(s). Approved reclassification will become effective on the date the Superintendent issues written approval, retroactive to the date the employee, District, or Union's request was made. Only the Superintendent's denial of the reclassification request may be grieved pursuant to the grievance procedure contained in this Agreement; no decision of the committee is subject to the grievance procedure.

4. Individual issues of improper pay scale placement due to relevant experience, transfers, errors, etc. can also be brought before the committee for resolution.

5. Employees who have additional skills, education, or knowledge relevant to the position since their hire will submit the established request form to the committee for resolution.

Article 20 — Grievance Procedure

Purpose
The intent of the procedure set forth in this Article is to secure, at the lowest possible administrative level, the impartial, orderly, and expeditious adjustment of employee grievances.

This Grievance Procedure does not preclude the grievant or the Board from other lawful forms of redress.

A. **Definitions**

1. **Grievant -** The person(s) filing the grievance.

2. **Days -** Days during which the District office is open for business.

3. **Grievance -** A grievance is defined as a claim by an individual employee or group of employees of an alleged violation of a specific provision of this Agreement.

4. **Grievance File -** The collection of all documents, communications and records relating to the grievance.

5. **Immediate Supervisor -** The person having immediate authority to act in regard to the grievant and their grievance.

6. **Parties Officially Involved -** Parties officially involved are the person(s) filing the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

7. **Superintendent or Designee** - The Superintendent or their designee will facilitate the Grievance Procedure.

8. **Grievance Representative -** The one who may speak for or advise a party officially involved.

B. **General Procedures**

1. **Time Limits -** A grievance shall be processed as rapidly as possible. The number of days indicated for settlement or appeal, at each level, shall be considered a maximum. However, time limits may be extended by mutual consent of both

parties. If agreement is impossible on the extension of such time limits, the Superintendent or their designee shall decide whether to extend such time limits.

2. **Resolution and Appeal**
   a. Failure by the grievant at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed withdrawal of the grievance.
   b. Failure by the supervisor or administrator at any level of the procedure to communicate their decision to the employee(s) within the specified time limits shall be considered as a denial of the grievance and will allow the grievant to proceed to the next level.

3. **Grievance Files**
   All documents, communications and records of a grievance will be kept in a Grievance File in the District office, separate from the personnel file(s) of the grievant(s) and shall be available to the grievant and their representative.

4. **Representation**
   A grievant shall be represented by an OSEA representative at all levels of the grievance procedure.

5. **Representation by Legal Counsel**
   Should either party elect to be represented by legal counsel during the grievance procedure they shall notify the Superintendent at least two (2) days prior to the scheduled hearing. The Superintendent will notify the other party of the first party's decision to engage legal counsel.

6. **Group Grievance**
   In grievances involving more than one person, one grievant or their representative shall be designated by the grievant as their spokesperson.

7. **Meetings and Hearings Closed**
   All meetings and hearings related to a grievance shall not be open to the public and shall include only the parties officially involved at the particular level of the grievance unless otherwise provided in this Agreement. This provision is subject to the limitations in Section B-7 above, and it is subject to the provisions of the Public Meetings Law.

C. **Levels of Grievance Procedure**

1. **Level One - Immediate Supervisor**

Except for discipline or a group grievance involving more than one work site, which must initially be filed at Step 2, it shall be reduced to writing by the grievant who shall submit it to their immediate supervisor. The written statement shall give a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issue involved, the collective bargaining agreement provision(s) involved and the relief sought.

If the grievant does not submit their grievance to the immediate supervisor, in writing within twenty (20) days after the facts upon which the grievance is based first occurred or within twenty (20) days of the employee's first knowledge of the grievance, then the grievance shall be deemed waived and null and void.

The immediate supervisor will reply in writing to the grievant within ten (10) days after receipt of the written grievance.

2. **Level Two - Superintendent**

If a grievance is not settled at Level One and the grievant wishes to appeal the grievance to Level Two, the grievant may file the grievance in writing with the Superintendent within ten (10) days after receipt of the immediate supervisor's written answer. The Superintendent or their designee shall review the grievance, arrange for necessary discussions and give a written answer to the grievant no later than twenty (20) days after receipt of the written grievance.

3. **Level Three - Board of Directors**

If the grievance is not settled at Level Two and the grievant wishes to appeal the grievance to Level Three, the grievant may file the grievance in writing to the Chairperson of the Board within ten (10) days after receipt of the Superintendent's written answer.

The Board shall review the grievance, arrange for necessary discussions, and give a written answer to the grievant no later than twenty (20) days after receipt of the written grievance.

Article 21— Funding

A. **Funding Provision**

1. If the District closes any of its schools, facilities, or operations, as a result of a loss of funding, the bargaining unit members affected by such closure shall not be entitled to any of the monetary benefits provided in this Agreement during the period of closure. Employees may pay insurance premiums by such means available in accordance with state and federal law.

2. In the event the District reduces the work-year as the result of a school closure, anytime during the year, the direct monetary benefits shall be reduced in proportion to the reduced work-year.

3. In either case above the District shall notify the Association. If the Association wishes to bargain, it shall respond within fourteen (14) days of its intent to bargain under ORS 243.698.

4. If, after ninety (90) days of expedited bargaining under ORS 243.698 the parties fail to agree on a replacement for the invalid words or sections of the collective bargaining agreement, they may, upon mutual agreement, move the matter to arbitration, or the District may unilaterally implement its last proposal and/or the Union may strike.

Article 22 — Terms of Agreement

A. Duration of Agreement

This Agreement shall be effective as of July 1, 2026 and shall continue in effect as written and modified through June 30, 2028.

If after one-hundred fifty (150) days of bargaining (in accordance with ORS 243.702) the parties fail to reach an agreement, then ORS 243.712 will be followed. If there still is not an agreement reached then the parties may, upon mutual agreement, move the matter to arbitration, or the District may implement its final proposal and/or the Union may strike.

B. Matters Covered

This instrument contains the full and complete agreement between the Association and the Board on all issues and neither party shall be required, during the term of this Agreement, to negotiate or bargain except as may otherwise be provided for in this Agreement or required by law.

C. Negotiation of Successor Agreement

The parties agree to meet and begin to discuss a process to enter into collective bargaining for a successor Agreement on or before May 1, 2028.

D. Copies of Agreement

1. There shall be three (3) signed copies of this Agreement for the purpose of records. One shall be retained by the District, one by the Association, and one by the OSEA state office.

2. This Agreement shall be posted on the website within thirty (30) days after the Agreement is signed. This Agreement shall be presented to all members of the bargaining unit through the website.

Signature Page

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its chapter President and field representative and the Board has caused this Agreement to be signed by its chairperson, attested by its superintendent.

Lincoln County Chapter 19, Oregon School Employees Association	Lincoln County School District
By ______________________________ OSEA Chapter President	By ______________________________ LCSD Superintendent
By ______________________________ OSEA Field Representative	By ______________________________ LCSD Board Member
Date ____________________________	Date ____________________________

LCSD-OSEA 2026-2028		
APPENDIX A - Position Groupings		
	NEW RANGE	**OLD RANGE**
CLERICAL		
SCHOOL SECRETARY	G	16
FACILITIES & MAINTENANCE CLERK/SECRETARY	G	16
STUDENT SERVICES ASSISTANT	G	16
SPECIAL PROGRAMS ASSISTANT	G	16
CURRICULUM & INSTRUCTION ADMINISTRATIVE ASSISTANT	G	16
STUDENT HEALTH AIDE	F	15
ATTENDANCE ADVISOR	F	15
RECORDS MANAGEMENT CLERK	D	11
INFORMATION & RECORDS CLERK IV (HS) 550+	D	11
INFORMATION & RECORDS/HEALTH CLERK (SECONDARY)	D	11
BOND FACILITIES CLERK	C	8
HEALTH & RECORDS ASSISTANT	C	8
CUSTOMER SERVICE COORDINATOR	C	8
BILINGUAL CUSTOMER SERVICE COORDINATOR	C	8
DISTRICT HEALTH SERVICES ASSISTANT	C	8
INFORMATION & RECORDS CLERK III	B	7
INFORMATION & RECORDS CLERK II	B	6
PROGRAM ASSISTANT	B	6
INSTRUCTIONAL		
SPEECH-LANGUAGE PATHOLOGIST ASSISTANT	H	20
EDUCATIONAL INTERPRETER	G	16
COLLEGE AND CAREER COORDINATOR	G	16
GRADUATION COACH	G	16
STUDENT SUPPORT FACILITATOR	F	14
HISPANIC FAMILY COMMUNITY LIAISON	E	13
SCHOOL GARDEN COORDINATOR	E	13
EARLY LEARNING LEAD SITE COORDINATOR	E	13
SPECIAL EDUCATION TEACHING ASSISTANT II	E	8

ALTERNATIVE ENVIRONMENT TEACHING ASSISTANT	D	10
MEDIA & TECHNOLOGY TEACHING ASSISTANT	D	10
TA III - PREGNANT&PARENTING TEEN/LEAD INFANT-TODDLER COORDINATOR	D	10
21ST CENTURY LEAD SITE COORDINATOR	D	10
DISASTER RECOVERY SPECIALIST	D	10
ADVOCATE	D	10
YOUTH TRANSITION PROGRAM COORDINATOR	D	10
HEALTH SERVICES ADVOCATE	D	10
21ST CENTURY SITE COORDINATOR	C	8
INDIAN EDUCATION COORDINATOR	C	8
LIFT FACILITATOR	C	8
EARLY CHILDHOOD TEACHING ASSISTANT	C	8
BILINGUAL TUTOR	C	8
SPECIAL EDUCATION TEACHING ASSISTANT I	C	5
MEDIA ASSISTANT - SCHOOL	A	5
TA III - ATTEND/DETENTION MONITOR	A	5
TEACHING ASSISTANT - TITLE I	A	5
INSTRUCTIONAL ASSISTANT	A	5
FAMILY ADVOCATE	A	5
TAPP FAMILY ADVOCATE	A	5
COMMUNITY OUTREACH SPECIALIST	A	5
EARLY EDUCATION ASSISTANT	A	5
TEACHING ASSISTANT II	A	4
TEACHING ASSISTANT I	A	4
SUPERVISION AIDE	A	4
TECHNOLOGY		
NETWORK ADMINISTRATOR	J	23
SYSTEMS ADMINISTRATOR	J	23
SIS SUPPORT SPECIALIST	J	23
TECHNOLOGY SUPPORT SPECIALIST III	H	20
TECHNOLOGY SUPPORT SPECIALIST II	G	17
TECHNOLOGY SUPPORT SPECIALIST I	F	14
TECHNOLOGY DEPARTMENT SUPPORT SPECIALIST	F	14
STUDENT SERVICES TECHNOLOGY ASSISTANT	B	7

COMPUTER LAB TEACHING ASSISTANT	B	6
MAINTENANCE		
LICENSED ELECTRICIAN/SUPERVISOR	K	24
MAINTENANCE - HVAC/BOILER SPECIALIST	J	23
MAINTENANCE - LEAD CARPENTER	I	22
MAINTENANCE - PLUMBER	I	22
MAINTENANCE PAINTER/DRYWALL	I	22
MAINTENANCE - LEAD GROUNDS	G	16
MAINTENANCE - GROUNDS IV	F	14
MAINTENANCE - NOVICE	E	12
MAINTENANCE - GROUNDS III	C	9
COURIER	C	8
MAINTENANCE - GROUNDS II	B	6
PROFESSIONAL SPECIALTIES		
COMMUNICATIONS SPECIALIST	G	17
ACCOUNTS PAYABLE SPECIALIST	G	16
PAYROLL SPECIALIST	G	16
ACCOUNTING SPECIALIST	G	16
EMPLOYEE BENEFITS SPECIALIST	G	16
HR INFORMATION TECHNICIAN	G	16
HR ASSISTANT	G	16
GEAR UP SITE COORDINATOR	G	16
VOLUNTEER COORDINATOR	E	13
CLASSIFIED EXEMPT		
COMPREHENSIVE SAFE SCHOOLS COORD	CL EX 2	CL EX 2
CHILD NUTRITION PROGRAM MANAGER	CL EX 2	CL EX 2
ALTERNATIVE LEARNING ENVIRONMENTS PROGRAM MANAGER	CL EX 1	CL EX 1

APPENDIX B – 2026-2028 SALARY SCHEDULE

2026-27 - 3.15% COLA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Range A	$18.14	$18.60	$19.06	$19.54	$20.03	$20.53	$21.05	$21.56	$22.11	$22.66	$23.22	$23.81	$24.40	$25.01	$25.64	$26.27	$26.94	$27.60	$28.30	$29.00	$29.73	$30.47	$31.24	$32.02	$32.82
Range B	$18.85	$19.32	$19.79	$20.29	$20.79	$21.32	$21.85	$22.40	$22.97	$23.53	$24.11	$24.72	$25.34	$25.98	$26.63	$27.29	$27.97	$28.68	$29.39	$30.13	$30.87	$31.65	$32.44	$33.25	$34.09
Range C	$20.12	$20.62	$21.14	$21.67	$22.21	$22.76	$23.34	$23.91	$24.51	$25.12	$25.75	$26.40	$27.06	$27.74	$28.42	$29.14	$29.86	$30.62	$31.38	$32.17	$32.97	$33.80	$34.64	$35.51	$36.39
Range D	$20.83	$21.35	$21.89	$22.43	$23.00	$23.57	$24.16	$24.76	$25.38	$26.02	$26.67	$27.33	$28.01	$28.71	$29.43	$30.17	$30.93	$31.69	$32.49	$33.30	$34.13	$34.98	$35.86	$36.76	$37.68
Range E	$22.11	$22.66	$23.22	$23.81	$24.40	$25.01	$25.64	$26.27	$26.94	$27.60	$28.30	$29.00	$29.73	$30.47	$31.24	$32.02	$32.82	$33.64	$34.48	$35.34	$36.21	$37.14	$38.06	$39.01	$39.98
Range F	$23.38	$23.97	$24.57	$25.18	$25.81	$26.45	$27.12	$27.79	$28.49	$29.19	$29.93	$30.67	$31.44	$32.23	$33.04	$33.86	$34.71	$35.57	$36.47	$37.38	$38.32	$39.26	$40.25	$41.27	$42.29
Range G	$26.32	$26.97	$27.65	$28.34	$29.06	$29.77	$30.52	$31.28	$32.06	$32.87	$33.69	$34.52	$35.39	$36.28	$37.18	$38.12	$39.06	$40.05	$41.04	$42.07	$43.12	$44.20	$45.31	$46.44	$47.60
Range H	$31.59	$32.38	$33.19	$34.02	$34.87	$35.73	$36.62	$37.54	$38.48	$39.45	$40.43	$41.45	$42.48	$43.55	$44.63	$45.75	$46.88	$48.06	$49.26	$50.49	$51.75	$53.05	$54.38	$55.75	$57.13
Range I	$32.91	$33.72	$34.57	$35.44	$36.32	$37.23	$38.16	$39.12	$40.09	$41.09	$42.12	$43.17	$44.26	$45.36	$46.49	$47.66	$48.85	$50.07	$51.33	$52.60	$53.93	$55.26	$56.66	$58.07	$59.52
Range J	$34.20	$35.06	$35.94	$36.82	$37.76	$38.71	$39.66	$40.66	$41.67	$42.71	$43.78	$44.88	$46.00	$47.15	$48.33	$49.54	$50.77	$52.05	$53.35	$54.68	$56.05	$57.45	$58.88	$60.36	$61.86
Range K	$35.52	$36.41	$37.33	$38.25	$39.21	$40.20	$41.20	$42.23	$43.29	$44.36	$45.48	$46.61	$47.78	$48.97	$50.20	$51.45	$52.74	$54.05	$55.40	$56.79	$58.22	$59.67	$61.16	$62.68	$64.25
Classified Exempt 1	$25.32	$25.95	$26.60	$27.27	$27.95	$28.66	$29.37	$30.10	$30.85	$31.62	$32.42	$33.23	$34.05	$34.91	$35.78	$36.68	$37.60	$38.54	$39.49	$40.48	$41.49	$42.53	$43.59	$44.69	$45.80
Classified Exempt 2	$37.02	$37.95	$38.89	$39.86	$40.86	$41.89	$42.92	$44.01	$45.11	$46.23	$47.39	$48.58	$49.80	$51.04	$52.31	$53.62	$54.96	$56.32	$57.74	$59.18	$60.67	$62.18	$63.73	$65.32	$66.96

2027-28 - 3% COLA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Range A	$18.68	$19.16	$19.63	$20.13	$20.63	$21.14	$21.68	$22.21	$22.77	$23.34	$23.92	$24.53	$25.13	$25.76	$26.41	$27.06	$27.74	$28.43	$29.14	$29.87	$30.62	$31.38	$32.18	$32.98	$33.81
Range B	$19.41	$19.90	$20.38	$20.90	$21.42	$21.96	$22.51	$23.07	$23.66	$24.24	$24.83	$25.46	$26.10	$26.76	$27.42	$28.11	$28.81	$29.54	$30.27	$31.03	$31.80	$32.59	$33.41	$34.25	$35.11
Range C	$20.72	$21.24	$21.77	$22.32	$22.87	$23.45	$24.04	$24.63	$25.24	$25.87	$26.52	$27.19	$27.88	$28.57	$29.28	$30.02	$30.75	$31.54	$32.32	$33.13	$33.96	$34.81	$35.68	$36.57	$37.48
Range D	$21.45	$21.99	$22.54	$23.10	$23.69	$24.27	$24.89	$25.51	$26.15	$26.80	$27.47	$28.15	$28.85	$29.57	$30.31	$31.07	$31.86	$32.64	$33.47	$34.30	$35.15	$36.03	$36.94	$37.86	$38.81
Range E	$22.77	$23.34	$23.92	$24.53	$25.13	$25.76	$26.41	$27.06	$27.74	$28.43	$29.14	$29.87	$30.62	$31.38	$32.18	$32.98	$33.81	$34.64	$35.52	$36.40	$37.30	$38.25	$39.20	$40.18	$41.18
Range F	$24.08	$24.69	$25.31	$25.94	$26.59	$27.25	$27.93	$28.63	$29.34	$30.07	$30.83	$31.59	$32.39	$33.20	$34.03	$34.88	$35.75	$36.64	$37.57	$38.50	$39.47	$40.44	$41.46	$42.50	$43.56
Range G	$27.11	$27.78	$28.48	$29.19	$29.93	$30.67	$31.44	$32.22	$33.02	$33.85	$34.70	$35.56	$36.45	$37.37	$38.29	$39.26	$40.23	$41.25	$42.27	$43.33	$44.41	$45.52	$46.67	$47.83	$49.03
Range H	$32.54	$33.36	$34.18	$35.04	$35.91	$36.81	$37.72	$38.67	$39.64	$40.63	$41.64	$42.69	$43.75	$44.85	$45.97	$47.12	$48.29	$49.50	$50.74	$52.01	$53.31	$54.64	$56.01	$57.42	$58.84
Range I	$33.90	$34.73	$35.60	$36.51	$37.41	$38.35	$39.31	$40.29	$41.29	$42.33	$43.39	$44.47	$45.59	$46.73	$47.88	$49.08	$50.32	$51.58	$52.87	$54.18	$55.54	$56.92	$58.36	$59.81	$61.31
Range J	$35.23	$36.11	$37.01	$37.93	$38.89	$39.87	$40.85	$41.88	$42.92	$43.99	$45.09	$46.23	$47.38	$48.57	$49.78	$51.02	$52.29	$53.62	$54.95	$56.32	$57.73	$59.17	$60.65	$62.17	$63.71
Range K	$36.58	$37.50	$38.45	$39.40	$40.39	$41.40	$42.44	$43.50	$44.59	$45.69	$46.85	$48.00	$49.22	$50.44	$51.71	$53.00	$54.32	$55.68	$57.07	$58.50	$59.96	$61.46	$63.00	$64.56	$66.18
Classified Exempt 1	$26.08	$26.73	$27.40	$28.09	$28.79	$29.52	$30.25	$31.01	$31.78	$32.57	$33.39	$34.23	$35.07	$35.96	$36.85	$37.78	$38.72	$39.69	$40.67	$41.70	$42.74	$43.80	$44.90	$46.03	$47.18
Classified Exempt 2	$38.13	$39.09	$40.06	$41.06	$42.09	$43.14	$44.21	$45.33	$46.46	$47.62	$48.81	$50.03	$51.29	$52.57	$53.88	$55.22	$56.61	$58.01	$59.47	$60.96	$62.49	$64.04	$65.64	$67.28	$68.97

b. Board
    1. Siletz Valley Charter & Toledo Jr/Sr Athletic Co-op Agreement - Cross Country & Soccer
    2. Property Matter for 459 SW Coast Hwy Newport OR
    3. Helical Pier for Toledo Jr/Sr Cafeteria/Band Room

9. Items of Information & Discussion
    a. Business Services
        1. OSCIM Grant Agreement

STATE OF OREGON ARTICLE XI-P GENERAL OBLIGATION BOND PROGRAM GRANT AGREEMENT

School District: Lincoln County SD

This Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Education ("ODE") and Lincoln County SD ("Grantee") for financing of the project referred to above and described in Exhibit A-1 (the "Project"). This Agreement becomes effective only when fully signed and approved as required by applicable law.

This Agreement includes the following exhibits, incorporated into and made a part of this Agreement:

Exhibit A: Project Requirements
Exhibit A-1: Project Description and Budget
Exhibit B: Evidence of Grantee Authorization and Local GO Bonds Matching Amount
Exhibit C: Form of Disbursement Request
Exhibit D: Project Completion Report

SECTION 1 – DEFINITIONS OF KEY TERMS

The following capitalized terms have the meanings assigned below.

"Act" means Article XI-P of the Oregon Constitution and applicable laws of the State, including, without limitation, Oregon Revised Statutes ("ORS") 286A.796 to 286A.806, all as amended from time to time, inclusive.

"Agreement" has the meaning set forth above.

"Bond Counsel" means a law firm that serves as bond counsel to the State because it has knowledge and expertise in the field of municipal law and issues opinions that are generally accepted by purchasers of municipal bonds.

"Bonds" means, the State of Oregon General Obligation Bonds or other obligations which may be issued in one or more series and from time to time pursuant to the Act, a portion of the sale proceeds of which are used to fund the Grant.

"Bond Bill" means the budget authorization for bond issuance established under ORS 286A.035 for the issuance of the Bonds by the State pursuant to the Act.

"Capital Costs" has the meaning given in Article XI-P of the Oregon Constitution.

"Code" means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

"Counsel" means an Assistant or Special Assistant Attorney General of the State who advises the State.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"Delivery Date" means the date on which the Bonds are issued and the proceeds are delivered to the State.

"Disbursement Request" means the request from the Grantee to ODE for disbursement of all or a portion of the Grant Amount as set forth in Section 4, in the form and containing the information and certifications set forth in Exhibit C.

"Event of Default" has the meaning set forth in Section 8.

"Grant" means the grant funds provided by the State through the Oregon School Capital Improvement Matching Program to match the Grantee's Local GO Bonds, as further described in Section 2.

"Grant Amount" means the amount of proceeds from the sale of the Bonds, not to exceed $6,000,000.

"Grantee's Counsel" means local counsel to the Grantee, bond counsel to the Grantee or any combination thereof.

"Local GO Bonds" means the general obligation bonds approved by the voters of the Grantee for the purpose of financing the Project for which the Grantee applied for the Grant from the State.

"Matching Amount" has the meaning set forth in Section 3.

"ODE" has the meaning set forth above.

"Project" means the project identified in the ballot measure title, question and summary approved by the voters of the Grantee, which is attached to Exhibit B.

"Project Completion Deadline" means no longer than 36 months after the respective Delivery Date of the Bonds issued to fund the Project Costs or such longer period of time as may be agreed in writing by the parties to this Agreement.

"Project Costs" means Grantee's actual costs associated with the Project to the extent those costs are (a) Capital Costs that are necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under the Act and this Agreement. Project Costs do not include internal costs charged to the Project by Grantee or payments made to Related Parties. Project Costs do not include any costs that cannot be paid for with proceeds of Bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986.

"Related Parties" means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

"State" means the State of Oregon, acting by and through its agencies including but not limited to ODE, Treasury, and any other agency authorized to administer proceeds and payment of the Bonds.

"Treasury" means the Office of the State Treasurer of the State of Oregon.

SECTION 2 - GRANT

A. ODE shall provide the Grantee, and the Grantee shall accept from ODE, the Grant in an aggregate amount not to exceed the Grant Amount. The Grant will be made from the proceeds from the sale of the Bonds.

B. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Bonds are issued by the State, nothing in this Agreement is intended to obligate the State to issue the Bonds. The Bonds shall be issued only as provided under the Act, by the State Treasurer, with the concurrence of the Director of the Oregon Department of Administrative Services, subject to (1) the request of the Superintendent of Public Instruction, pursuant to ORS 286A.798(1)(a), and (2) the Bond Bill for the biennium.

C. Notwithstanding that the Grantee may issue its Local GO Bonds with original issue premium or original issue discount, in no event shall the Grant Amount exceed the lesser of (i) the proceeds of the Local GO Bonds received by the Grantee or (ii) the principal amount of the Local GO Bonds.

SECTION 3 - MATCHING AMOUNT

Pursuant to the Act, the Grantee hereby represents, warrants and certifies to the State, Treasury, ODE, Bond Counsel and Counsel that the "matching funds" required under Article XI-P of the Oregon Constitution (the "Matching Amount") shall be evidenced prior to the disbursement of any portion of the Grant by the State to the Grantee, consistent with the requirements of Section 4 of this Agreement. The Matching Amount shall:

(a) meet or exceed the Grant Amount;

(b) be from Local GO Bonds that have been issued by the Grantee; and

(c) be confirmed to the satisfaction of the State, Counsel and Bond Counsel by the delivery of the documentary evidence as set forth in Exhibit B hereto, all of which shall be true and correct.

SECTION 4 - DISBURSEMENTS

A. Disbursement Requests. To receive any portion of the Grant Amount, Grantee shall deliver to ODE its Disbursement Request. Grantee's Disbursement Request must describe all work performed with particularity and shall itemize and explain all expenses for which reimbursement or direct payment is claimed in detail, including sufficient detail to allow ODE to determine the extent to which such expenses are Capital Costs.

B. Conditions to Disbursements. Notwithstanding that this Agreement may be executed and delivered by the parties prior to the date the Local GO Bonds are issued by the Grantee, the obligation of the State to disburse any portion of the Grant to the Grantee under this Agreement is expressly conditioned on the satisfaction of all of the following conditions on each date of disbursement.

(1) Local GO Bonds must be closed and proceeds delivered to the Grantee within nine months of the date of the election at which the Local GO Bonds were approved.

(2) Delivery of the documentary evidence of the Matching Amount, as required by Section 3(c) of this Agreement, satisfactory to the State, Counsel and Bond Counsel.

(3) Execution and delivery of this Agreement by an authorized officer of Grantee and the State.

(4) Delivery of an opinion of Grantee's Counsel that satisfies the requirements set forth in Section 4. C. of this Agreement.

(5) The representations, certifications, covenants and warranties made by Grantee in this Agreement are true and correct as if made on such date.

(6) There is no Default or Event of Default.

(7) The State has received net proceeds from the sale of the Bonds sufficient to make the disbursements, and ODE, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to authorize the disbursement.

(8) Satisfaction of all terms and conditions for disbursements as set forth herein.

C. Opinion of Grantee's Counsel. On or before the date of the first Disbursement Request, there shall be delivered to the State, Counsel and Bond Counsel, an opinion of Grantee's Counsel, subject to appropriate assumptions, qualifications, certifications and representations, acceptable to the State, Counsel and Bond Counsel, to the effect that (i) the Grantee has issued valid general obligation bonds (which may be satisfied by a reliance letter addressed to the State on the approving opinion of bond counsel to the Grantee with respect to the Local GO Bonds); and (ii) this Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, Grantee, enforceable against

Grantee in accordance with its terms and that Grantee has taken all actions necessary to and has full authority and power to incur and perform its obligations under this Agreement and to receive financing for and to carry out the Project.

D. Disbursement by ODE; Waiver of Conditions.

(1) Upon receipt of a Disbursement Request, satisfaction of the conditions set forth in this Agreement and ODE's review and approval of the Project Costs set forth in the Disbursement Request, ODE shall disburse or cause to be disbursed the requested portion of the Grant Amount to Grantee as soon as practicable and not later than 30 days after ODE has received the Disbursement Request.

(2) ODE may, in its sole discretion, waive any of the conditions to disbursement set forth in this Agreement and otherwise determine to disburse or cause to be disbursed any portion of the Grant Amount to the Grantee in the event of a written appeal from the Grantee that demonstrates financial need or other unforeseen circumstances.

E. Disbursement Deadline. The State's obligation to make, and the Grantee's right to request, disbursements under this Agreement terminates on the Project Completion Deadline.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

A. Use of Proceeds. Grantee shall use disbursements of the Grant only to reimburse itself or to pay directly for Project Costs incurred by Grantee as set forth in and in compliance with Grantee's certifications in its Disbursement Request.

B. Project Costs Otherwise Paid. Grantee understands that federal tax law prohibits the State and the Grantee from issuing more tax-exempt debt than necessary to pay Project Costs. Accordingly, Grantee may not use any proceeds of the Grant to pay Project Costs that have otherwise been provided for, whether from proceeds of the Grantee's own tax-exempt debt, by proceeds of a third party grant whose use is restricted to the payment of costs of the Project, or by equity of the Grantee otherwise irrevocably dedicated to pay costs of the Project.

C. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds will be retained by the State and may be applied to any purposes consistent with the Act and subject to the limitations of the Internal Revenue Code with respect to the use of the proceeds of the Bonds.

D. Unexpended Proceeds. If the full Grant Amount is not required to pay Project Costs that were incurred by Grantee on or before the Project Completion Deadline, the State will retain the excess and may apply such amounts to any purposes consistent with the Act and subject to the limitations of the Internal Revenue Code with respect to the use of proceeds of the Bonds.

E. No Grant Amounts to Satisfy Matching Amount. The Grantee shall in no circumstances use the Grant Amount to satisfy the Matching Amount requirement of the Act.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee represents and warrants to the State:

A. Organization and Authority.

(1) Grantee is a school district, as defined in ORS 328.001(3), validly created and existing under the laws of the State of Oregon.

(2) The official actions by which Grantee has authorized the Project, the Local GO Bonds and the execution, delivery and performance of this Agreement are attached hereto as set forth in Exhibit B. Grantee will use the Project as set forth in the authorizing documents for its Local GO Bonds attached hereto in Exhibit B.

(3) Grantee has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive financing for and carry out the Project.

(4) This Agreement has been duly authorized and executed by an authorized representative of Grantee, and when executed by ODE, is legal, valid and binding, and enforceable in accordance with its terms.

B. Full Disclosure. Grantee has disclosed in writing to ODE all facts that reasonably could have a material adverse effect on the Project, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Matching Amount, the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.

C. Pending Litigation. Except as disclosed by Grantee in writing to ODE, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

D. No Defaults.

(1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.

(2) Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument related to the Project to which it is a party or by which

the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the organizational or other documents pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or Grantee's properties or operations.

F. Governmental Consent. Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12).

SECTION 7 - COVENANTS OF GRANTEE

Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

A. Compliance with Laws. Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement, the Project and the Matching Amount. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.

B. Reporting Obligations.

(1) Within 90 days after the Project Completion Date, Grantee shall furnish the State with one of the reports, as applicable, listed in Exhibit D; and

(2) Grantee shall provide such additional reports as the State may reasonably request from time to time.

C. Coordination with State. The Grantee agrees to work with the State to facilitate the cost-effective issuance and sale of the Bonds, and to provide any information and execute such documents, agreement and certificates as the State, Counsel or Bond Counsel may reasonably request in connection with the sale and issuance of the Bonds from time to time.

D. Real Property. Legal title to all real property financed with the Grant shall be owned in fee simple by Grantee, free and clear of all encumbrances other than minor encumbrances.

Grantee shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grantee suffers a loss that is covered by title insurance, insurance proceeds will be used to remedy the loss if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance).

E. Operation and Maintenance of the Project. Grantee agrees to complete the Project consistent with the approval by the voters of the Grantee of the Local GO Bonds and in accordance with the Project plans, specifications and budget and, if applicable, to contract with competent, properly licensed and bonded contractors and professionals in accordance with the Oregon Public Contracting Code and all other applicable federal, state and local laws regulating projects of the same type and purpose. If applicable, Grantee agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer and to require that the Project meets applicable standards of survival in good condition. Prior to commencement of Project construction, if any, Grantee shall require the general contractor for the Project, if any, to procure and maintain in full force and effect throughout the entire time of construction and until one year after the date construction of the Project is complete, a performance and payment bond for the faithful performance and payment of all of the contractor's obligations for the total cost of the Project. The Grantee shall be named as the obligee on the bond. Grantee shall operate and maintain the Project in good repair and operating condition so as to preserve the public education benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements.

F. Insurance, Damage. Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be used to restore the Project to its prior condition if possible and if not, proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has informed the State in writing that the insurance proceeds will be used to rebuild the Project.

G. Sales, Leases and Encumbrances. So long as the Bonds, or any obligations issued to refund the Bonds, are outstanding, Grantee shall not sell, transfer, encumber, lease or otherwise dispose of any property paid for with disbursements of the Grant, unless the State has granted prior, written consent. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), for the defeasance or prepayment of debt service on such Bonds, unless the State agrees otherwise in writing.

H. Condemnation Proceeds. If the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has, after consultation with the State and Bond Counsel, informed the State in writing that the condemnation proceeds will be used to rebuild the Project. The State shall consult with Bond Counsel and Grantee regarding the use of any proceeds paid to the State.

I. Financial Records. Grantee shall keep accurate books and records for the use of the Grant and the Matching Amount, and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board (or any successor thereto) in effect at the time.

J. Inspections; Information. Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters. Grantee shall supply any reports and information related to the Project as the State may reasonably require.

K. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, the Grant or the Matching Amount until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.

L. Notice of Default. Grantee shall give ODE prompt written notice of any Default as soon as any senior administrative or financial officer of Grantee becomes aware of its existence or reasonably believes a Default is likely.

M. Indemnity; Release. To the extent permitted by law, Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys' fees and expenses at trial, on appeal and in connection with any petition for review, related to: (a) the tax-exempt status of interest on the Bonds and any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds arising from the Project or the actions, omissions or representations of Grantee; (b) any federal arbitrage and rebate penalties arising from the actions of Grantee; (c) the construction, use or condition of the Project; and (d) any actual or alleged act or omission by Grantee, or its employees, agents or contractors.

N. Representations and Covenants Regarding the Tax-Exempt Status of the Bonds. Grantee acknowledges that the Grant will be funded with the proceeds of Bonds the interest on which is excluded from gross income for federal tax purposes. Grantee further acknowledges that the tax status of the Bonds could be adversely affected if Grantee's representations regarding the Project Costs are unreasonable or if Grantee includes, as

Project Costs, amounts that are properly characterized as working capital expenditures. Grantee agrees to comply with all applicable provisions of the Code necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8 - EVENTS OF DEFAULT

Any of the following constitutes an "Event of Default" of Grantee:

A. Any false or misleading representation is made by or on behalf of Grantee, in this Agreement or in any document provided by Grantee to the State related to this Grant, the Matching Amount or the Project.

B. Grantee fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this Section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by ODE, or such longer period as ODE may agree to in writing, if ODE determines Grantee has instituted and is diligently pursuing corrective action.

SECTION 9 - REMEDIES

A. Remedies. Upon any Event of Default, the State may pursue any or all remedies in this Agreement, and any other remedies available at law or in equity (including specific performance, but not including acceleration) to collect amounts due or to become due or to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(1) Terminating ODE's commitment and obligation to make any further disbursements of the Grant under this Agreement.

(2) While any of the Grant remains undisbursed, withholding amounts otherwise due to Grantee.

(3) Requiring repayment of the Grant (including any costs of defeasing the portion of the Bonds relating to the Project (including all allocable costs of issuance), if necessary and the State's costs of exercising its remedies under this Agreement, including reasonable attorney's fees and costs.

If, as a result of an Event of Default, the State demands return of the portion of the Grant moneys related to the Event of Default, the State may deduct such amount from other payments due from the State or any agency of the State to Grantee and legally available for such purpose, including but not limited to, any disbursements to Grantee from the State School Fund (after any moneys paid by ODE under an intercept agreement pursuant to the State School Bond Guaranty Program, ORS 328.284 or 238.698 or other intercept agreements entered into prior to the date of this Agreement) and any payment to Grantee from the State under any other agreement, present or future, between the State or any agency of the State and Grantee.

B. Application of Moneys. Any moneys collected by the State pursuant to Section 9.A will be applied first, to pay any reasonable attorneys' fees and other fees and expenses incurred by the State; then, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Agreement.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to the State is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The State is not required to provide any notice in order to exercise any right or remedy, except as set forth in Section 8.B.

D. Default by the State; Remedies of Grantee. In the event the State defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of the State's obligations.

SECTION 10 - MISCELLANEOUS

1. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

2. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

(1) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

(2) This Agreement will be binding upon and inure to the benefit of ODE, Grantee, and their respective successors and permitted assigns.

(3) Grantee may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of ODE, which consent will not be unreasonably withheld. ODE may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Grantee shall pay, or cause to be paid to ODE, any fees or costs incurred because of such assignment, including but not limited to reasonable attorneys' fees of ODE's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of the State beyond those in this Agreement, nor ODEs assignment relieve Grantee of any of its duties or obligations under this Agreement.

(4) Grantee hereby approves and consents to any assignment or transfer of the administration of this Agreement that ODE deems to be necessary to any other agency of the State.

3. Disclaimer of Warranties; Limitation of Liability. Grantee agrees that:

(1) The State makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event is the State, any agency of the State or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

4. Notices. All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to ODE:	Leanna Heiman, OSCIM Program Administrator Oregon Department of Education 255 Capitol Street NE Salem, Oregon 97310
If to Grantee:	Rich Belloni, Facilities Director Lincoln County SD 1212 NE Fogarty Street Newport, Oregon 97365

5. No Construction Against Drafter. This Agreement is to be construed as if the parties drafted it jointly.

6. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

7. Survival. Except as provided in Section 7.K and 7.N, and notwithstanding any other provision of this Agreement, the obligations of the parties under this Agreement survive disbursement of the Grant Amount and payment of the Bonds and do not terminate until the date that the Bonds, including any obligations issued to refund the Bonds are no longer outstanding.

8. Amendments, Waivers. This Agreement may not be amended without the prior written consent of the State (and when required, Counsel or review by Bond Counsel) and Grantee. This Agreement may not be amended in a manner that is not in compliance with the Act or the provisions of the Code applicable to obligations bearing interest that is excludable from gross income. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

In the event that federal rules or federal laws change in a manner that affects the administration of this Agreement, the proceeds of the Bonds or the payment of debt service on the Bonds, the State and the Grantee agree to cooperate to implement any amendments to this Agreement that the parties deem necessary.

9. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to the State by its attorneys.

10. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

    Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

    Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court. This paragraph is also not a waiver by the State of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

11. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.

12. False Claims. Grantee will refer to the ODE contact designated to receive notices under this Agreement any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act, ORS180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

13. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON acting by and through the Department of Education	**LINCOLN COUNTY SD**
By: ______________________________	By: ______________________________
Name: Philip Hofmann Title: Deputy Director of Procurement	Name: Kim Cusick Title: Business Director
Date: ______________________________	Date: ______________________________

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

By: __Approved via Email 1.17.23____

Name: Jake Hogue
Title: Assistant Attorney General

EXHIBIT A - PROJECT REQUIREMENTS

1. Project Overview

ORS 286A.801 directs the ODE to create a program to award matching fund grants to school districts that have received voter approval for Local GO Bonds to finance Capital Costs. The grants awarded under this program must be used for eligible Project Costs incurred by the Grantee by the Project Completion Deadline.

2. Grantee Obligations

Grantee shall:

A. Comply with the requirements of ORS 286A.801 and rules adopted pursuant to that section.

B. Provide a Matching Amount that meets or exceed the amount of this Grant and in accordance with the calculations in ORS 286A.801(5).

C. Provide a Matching Amount from Local GO Bonds approved by the voters of the school district to finance capital costs of the school district.

D. Provide to ODE all information required by ODE to confirm Grantee's compliance with ORS 286A.801.

E. Provide to ODE an itemized description of the individual projects and associated costs to be reimbursed by this Grant ("Project Budget"). Upon approval by ODE, the Project Budget shall be incorporated into and added to this Agreement as Exhibit A-1.

3. Payment

A. ODE will disburse Grant funds to Grantee only for the Projects and Project Costs identified by Grantee, approved by ODE, and reflected in Exhibit A-1.

B. ODE may, at its sole discretion, require Grantee to provide additional information prior to Grantee's receipt of any funds from ODE.

Capitalized terms that are used but are not defined in this Exhibit A have the meanings defined for those terms in the Grant Agreement.

EXHIBIT A-1 - PROJECT DESCRIPTION AND BUDGET

A. Project Description

Grantee will use OSCIM Program Grant funds to finance capital costs within the district including, but not limited to, the following:

1) Newport High School Auditorium (approx. 12,000 square feet)
   - Construction Costs – Fortis Construction Inc.
2) Waldport Jr/Sr High School Auditorium (approx.12,000 square feet)
   - Construction Costs – DSL Builders, LLC
3) Toledo Jr/Sr High School Auditorium (approx. 12,000 square feet)
   - Construction Costs – Todd Construction Inc.

B. Project Budget

Fund Source	Amount
Grant Amount (OSCIM Award)	$6,000,000
Matching Amount (Local GO Bond Amount)	$39,000,000
Other Amounts	$0
Total Budget	**$40,000,000**

Project Title	Local Bond Budget	OSCIM Grant Budget	Total Budget
1) Newport HS Auditorium	$12,500,000	$2,000,000	$14,500,000
2) Waldport Jr/Sr HS Auditorium	$10,500,000	$2,000,000	$12,500,000
3) Toledo Jr/Sr High Auditorium	$11,000,000	$2,000,000	$13,000,000
Total Budget	**$34,000,000**	**$6,000,000**	**$40,000,000**
*This is the current estimated budget for the construction phases of these projects only and does not include the costs for any preconstruction phases such as architects and engineering.			

EXHIBIT B - EVIDENCE OF GRANTEE AUTHORIZATION AND LOCAL GO BONDS MATCHING AMOUNT; OTHER CONDITIONS TO DISBURSEMENT

The following shall be attached hereto:

Local GO Bond Documents

- Board Resolution calling the ballot measure election;
- Sample Official Ballot(s);
- Abstracts of Votes from county elections office(s);
- District's Determination of Election Results;
- Board Resolution authorizing the issuance of Local GO Bonds;
- Certificate of District evidencing compliance with debt limitations and capacity;
- Executed copy of Approving Opinion of Bond Counsel with Reliance Letter addressed to the State

Grant Agreement Required Documents

- Board Resolution authorizing the execution of the Grant Agreement;
- Opinion of Grantee's Counsel Required by Section 4.C. of the Grant Agreement

EXHIBIT C - FORM OF DISBURSEMENT REQUEST

DISBURSEMENT REQUEST

Dated: Date form completed.

Date of Grant Agreement: Month Day, Year Grant Agreement executed.

Name of Grant Grantee: Lincoln County SD

On behalf of Lincoln County SD (the "Grantee") I hereby request a total disbursement of $Disbursement amount. (the "Disbursement") under the Grant Agreement identified above (the "Grant Agreement"). The following representations and certifications are made by the Grantee in connection with this Disbursement Request:

1. As of the date of this Disbursement Request, Grantee has spent a portion of the Grant Amount in the amount of $Disbursement amount. as detailed on the attached list and documentation.

2. All of the Disbursements requested by this Disbursement Request will be used to reimburse Grantee for payments that Grantee has made or to make payments for Project Costs that are currently payable by Grantee.

3. With respect to amounts of the Disbursement used to reimburse Grantee, none of the expenditures that Grantee has requested for reimbursement were paid from the Matching Amount.

4. Grantee is eligible to receive the Disbursement under the terms of the Grant Agreement, and has satisfied all conditions that the Grant Agreement requires be satisfied for ODE to make the Disbursement.

5. The invoices or other documents provided to ODE in connection with this Disbursement Request evidence that the Project Costs to be paid from the Disbursement have been paid or are currently payable by Grantee.

6. All the Disbursements will be used to pay for Project Costs that have not been previously paid from disbursements under the Grant.

7. Except as disclosed by Grantee in writing to ODE, and attached hereto as an Exhibit, there is no litigation or formal governmental administrative proceedings, including any environmental or other matters, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.

8. All representations of Grantee in the Grant Agreement are true and correct on the date of this Reimbursement Request and all warranties by Grantee in the Grant Agreement continue to be in effect.

9. There is no Default or Event of Default occurring under the Grant Agreement.

The certifications in this Disbursement Request are true and accurate to the best of my knowledge and belief, after reasonable investigation.

Capitalized terms that are used but are not defined in this Disbursement Request have the meanings defined for those terms in the Grant Agreement.

LINCOLN COUNTY SD

By: ______________________________

Name: Kim Cusick
Title: Business Director

Date: ______________________________

EXHIBIT D - PROJECT COMPLETION REPORT

Within 90 days of the completion of any project that used Grant funds, Grantee shall provide to ODE one of the following documents:

- For Projects that required the use of an architect or engineer to oversee the Project, a certificate of completion or certificate of occupancy from the architect or engineer in charge of the project;
- For Projects that were completed using district personnel, a letter from the person who executed this grant agreement indicating the work has been completed;
- For Projects that involved the purchase of durable goods, an invoice, bill of sale or other documents indicating that all items have been delivered and paid for by the district.

b. Facilities & Maintenance/Transportation/Food Services
    1. Integrated Pest Management Plan

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
June 9, 2026

TOPIC: Integrated Pest Management Plan

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Tim Kaufman & Riley Hiner

TYPE OF ITEM: Consent ☐ Information ☒ Discussion ☐ Decision ☐

DESCRIPTION OF AGENDA ITEM:

Facilities and Maintenance would like the Lincoln County School Board to review revised draft of the Integrated Pest Management Plan for our Healthy and Safe School Plan (HASS)

Facilities and Maintenance will ask Lincoln County School Board to approve the Integrated Pest Management Plan on July 14, 2026

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

9/20/13 lku

LINCOLN COUNTY
SCHOOL DISTRICT

District Office
P.O. Box 1110
Newport, OR 97365
(541) 265-9211
Fax (541) 265-3231
www.lincoln.k12.or.us

~~Model~~ Integrated Pest Management Plan For Lincoln County Schools

Contents

I. INTRODUCTION

Structural and landscape pests can pose significant problems in schools. Pests such as mice and cockroaches can trigger asthma. Mice and rats are vectors of disease. Many children are allergic to yellow jacket stings. The pesticides used to remediate these and other pests can also pose health risks to people, animals, and the environment. These same pesticides may pose special health risks to children due in large part to their still-developing organ systems. Because the health and safety of students and staff is our first priority – and a prerequisite to learning – it is the policy of Lincoln Co. School District to approach pest management with the least possible risk to students and staff. In addition, Senate Bill 637 requires all school districts to implement integrated pest management in their schools. For this reason, the Lincoln County Board of Directors adopts this integrated pest management plan for use on the campuses of our district.

II. WHAT IS INTEGRATED PEST MANAGEMENT?

Integrated Pest Management, also known as IPM, is a process for achieving long-term, environmentally sound pest suppression through a wide variety of tactics. Control strategies in an IPM program include structural and procedural improvements to reduce the food, water, and shelter, and access used by pests. Since IPM focuses on remediation of the fundamental reasons why pests are here, pesticides are rarely used and only when necessary.

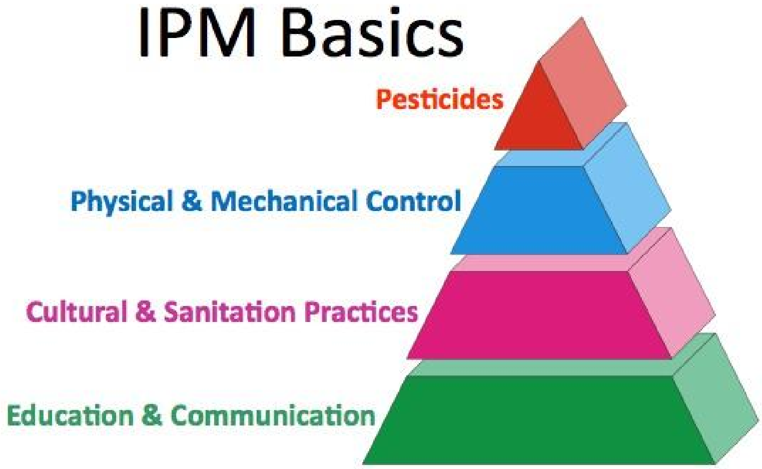
IPM Basics

Education and Communication: The foundation for an effective IPM program is education and communication. We need to know what conditions can cause pest problems, why and how to monitor for pests, proper identification, pest behavior and biology before we can begin to manage pests effectively. Communication about pest issues is essential. *A protocol for reporting and action is the single most important part of an effective IPM program*.

Cultural & Sanitation: Knowing your pests helps you prevent them from becoming a problem. Cleaning under kitchen serving counters, reducing clutter in classrooms, putting dumpsters further from kitchen door/loading dock, proper irrigation scheduling, and over-seeding of turf areas are all examples of cultural and sanitation practices that can be employed to reduce pests.

Physical & Mechanical: Snap traps for rodents, sticky monitoring traps for insects, door sweeps on external doors, sealing holes under sinks, proper drainage and mulching of landscapes, and keeping vegetation at least 24 inches from buildings are all examples of physical and mechanical control.

Pesticides: As mentioned before, since IPM focuses on remediation of the fundamental reasons why pests are here, pesticides should be rarely used and only when necessary.



III. WHAT IS AN INTEGRATED PEST MANAGEMENT PLAN?
Senate Bill 637 defines an IPM plan as a proactive strategy that:

(A) Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:
a) Protect the health and safety of students, staff and faculty;
b) Protect the integrity of campus buildings and grounds;
c) Maintain a productive learning environment; and
d) Protect local ecosystem health;

(B) Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation and maintenance that promote or allow for the establishment, feeding, breeding and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;

(C) Incorporates the use of sanitation, structural remediation or habitat manipulation or of mechanical, biological and chemical pest control measures that present a reduced risk or have a low impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;

(D) Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;

(E) Evaluates the need for pest control by identifying acceptable pest population density levels;

(F) Monitors and evaluates the effectiveness of pest control measures;

(G) Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;

(H) Excludes the application of pesticides for purely aesthetic purposes;

(I) Includes school staff education about sanitation, monitoring and inspection and about pest control measures;

(J) Gives preference to the use of nonchemical pest control measures;

(K) Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

(L) Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

The above definition is the basis for LCSD IPM plan. This plan fleshes out the required strategy from SB 637 for LCSD.

Note: As mentioned above, SB 637 allows for the routine application of pesticides designed to be consumed by pests. To avoid a proliferation of pests and/or unnecessary applications of pesticides, several steps must be taken before **any** "routine" applications are allowed:
1) Staff must be educated on sanitation, monitoring, and exclusion as the primary means to control the pest.
2) An acceptable pest population density level must be established.
3) The use of sanitation, structural remediation or habitat manipulation, or of mechanical or biological control methods must be incorporated into the management strategy of the pest.
4) Documentation that the above steps were ineffective.

IV. SCHOOL DISTRICT IPM PLAN COORDINATOR

The ***Lincoln County School District*** designates ~~Tim Kaufman~~ Riley Hiner as the IPM Plan Coordinator. The Coordinator is key to successful IPM implementation in our school district, and is given the authority for overall implementation and evaluation of this plan. The Coordinator is responsible for:

A. Attending not less than six hours of IPM training each year
The training shall include at least a general review of IPM principles and the requirements of sections 2 to 9 of SB 637.

B. Conducting outreach to the school community (custodians, maintenance, construction, grounds, faculty, and kitchen staff) about the school's IPM plan;
The IPM Plan Coordinator (or designee) will provide training as outlined in Section VII below.

C. Overseeing pest prevention efforts;
The Coordinator will work with custodians, teachers, and maintenance to reduce clutter and food in the classrooms, and seal up pest entry points.

D. Assuring that the decision-making process for implementing IPM in the district (section V) is followed;
The Coordinator will continually assess and improve the pest monitoring/reporting/action protocol.

E. Assuring that all notification, posting, and record-keeping requirements in section VI are met when the decision to make a pesticide application is made;

F. Maintaining the approved pesticides list as per section VIII; and

G. Responding to inquiries and complaints about noncompliance with the plan.
Responses to inquiries and complaints will be in writing and kept on record with the Coordinator.

V. IPM DECISION-MAKING PROCESS

A. Responsibilities

1. IPM Plan Coordinator Responsibilities
See Section IV above

2. Custodial Services Responsibilities
Custodial Services staff are responsible for the following:

1) Attending annual IPM training provided by the IPM Plan Coordinator (or designee).

2) Placing and checking sticky insect monitoring traps in staff lounge, cafeteria, and kitchen as per the IPM Plan Coordinator's instructions.

3) Keeping records of pest complaints using pest logs placed in the ~~staff lounge, cafeteria, and kitchen.~~ Main custodial office

4) Sealing up small cracks or holes when reported by teachers or noticed by custodian, or turn in a system work order after log is completed.

5) Recording his/her pest management actions in the pest logs.

6) Reporting pest problems that he/she cannot resolve in less than 15 minutes to the IPM Plan Coordinator.

7) Reporting teachers who repeatedly refuse to reduce clutter and other pest-conducive conditions in their classrooms.

8) Reporting pest-conducive conditions to the IPM Plan Coordinator if the custodian cannot fix them in less than 15 minutes.

9) Confiscating any unapproved pesticides (such as aerosol spray cans) discovered during inspections or regular duties and delivering them to the IPM Plan Coordinator.

10) Following up on issues found in annual inspection report as instructed by the IPM Plan Coordinator (IPM Plan Coordinator will determine which schools receive annual inspections based on pest and pesticide use history).

3. Maintenance/Construction Responsibilities
Staff involved in facilities maintenance and construction is responsible for working with the IPM Plan Coordinator to ensure their daily tasks, projects and operations enhance effective pest management. This includes:

1) Receiving training from the IPM Plan Coordinator (or designee of the Coordinator) on the basic principles of IPM, sealing pest entry points, and sanitation during construction projects.

2) Continually monitoring for pest conducive conditions during daily work, and sealing small holes and cracks when noticed.

3) Working with the Coordinator to develop a protocol and priority list with deadlines for sealing holes, installing external door sweeps, and other pest exclusion needs.

4) Developing protocols and provisions for pest avoidance and prevention during construction and renovation projects. The IPM Plan Coordinator has the authority to halt construction projects if these protocols and provisions are not being met.

4. Grounds Department Responsibilities
Grounds crews are responsible for:

1) ~~Attending~~ Complete annual IPM training provided by the IPM Plan Coordinator (or designee).

2) Keeping vegetation (including tree branches and bushes) at least 24 inches from building surfaces.

3) Proper mulching in landscaped areas to reduce weeds.

4) Proper fertilization, over-seeding, mowing height, edging, drainage, aeration, and irrigation scheduling in turf areas to reduce weeds.

5) When the decision is made to apply a pesticide, following notification, posting, record-keeping and reporting protocols in Section VI.

5. Kitchen Staff Responsibilities
Kitchen staff are responsible for:

1) Attending annual IPM training provided by the IPM Plan Coordinator (or designee).

2) Assuring floor under serving counters is kept free of food and drink debris.

3) Participating in any inspections conducted by custodian or IPM Plan Coordinator.

4) Checking sticky trap monitors once per month for cockroaches or drain flies. Immediately reporting these pests and any sightings of rodents or rodent droppings to custodian and marking them in pest log.

6. School Faculty Responsibilities
School faculty are responsible for:

1) Attending annual basic IPM training provided by the IPM Plan Coordinator (or designee).

2) Keeping their classrooms and work areas free of clutter.

3) Making sure students clean up after themselves when food or drink is consumed in the classroom.

4) Reporting pests and pest conducive conditions to the custodian, ~~either orally or via the pest logs.~~ And building administrator via email

5) Following first steps of protocol for ant management before notifying the custodian (clean up any food the ants are eating, kill visible ants, wipe down area where ants were with soapy water, notify custodian only if ants continue to come after following these steps).

7. School Principal Responsibilities
The School Principal is responsible for:

1) Scheduling time for teachers to receive annual training provided by the IPM Plan Coordinator (or designee).

2) Attending annual IPM training for teachers.

3) Assuring that teachers keep their rooms clean and free of clutter in accordance with the IPM Plan Coordinator's instructions.

4) Assuring that all faculty, administrators, staff, adult students and parents receive the annual notice (provided by the IPM Plan Coordinator) of potential pesticide products that could be used on school property as per Section VI.

5) Working with the IPM Plan Coordinator to make sure all notifications of pesticide applications reach all faculty, administrators, staff, adult students and parents via email, postings, or newsletters.

B. Monitoring – Reporting – Action Protocol

Monitoring is the most important requirement of SB 637. It is the backbone of Lincoln County School District's IPM Program. It provides recent and accurate information to make intelligent and effective pest management decisions. It can be defined as the regular and ongoing inspection of areas where pest problems do or might occur. Information gathered from these inspections is always written down.

As much as possible, monitoring should be incorporated into the daily activities of school staff. Staff training on monitoring should include what to look for and how to record and report the information.

1. Three levels of monitoring

There are three levels of monitoring:
1) Casual observing/looking with no record keeping is not helpful
2) Casual observing/looking with written observations can be useful
3) Careful inspections with written observations is always useful

All staff will be trained to improve their "casual observing/looking" to level 2, and to report any pests and pest-conducive conditions they observe.

The IPM Plan Coordinator (or designee) and Custodians will periodically conduct monitoring at level 3.

Level 2 monitoring (all staff)

Level 2 monitoring is conducted by faculty, administration, maintenance/construction, kitchen staff, school nurses, etc.

After a brief (15 – 20 minute) training by the IPM Plan Coordinator (or designee) on pests and pest conducive conditions, staff will be expected to report pests or pest conducive conditions they observe during the normal course of their daily work. Reporting will be done by jotting observations down in a Pest Log (placed in staff lounge) or reporting them to the custodian for him to write them down.

Level 3 monitoring (Coordinator and Custodial staff)

Coordinator and Custodial staff will monitor structures:

The conditions of the building inside and out (structural deterioration, holes that allow pests to enter, conditions that provide pest harborage)

The level of sanitation inside and out (waste disposal procedures, level of cleanliness inside and out, conditions that supply food and water to pests)

The amount of pest damage and the number and location of pest signs (rodent droppings, termite shelter tubes, cockroaches caught in sticky traps, etc.)

Human behaviors that affect the pests (working conditions that make it impossible to close doors or screens, food preparation procedures that provide food for pests, etc.)

Your management activities (caulking/sealing, cleaning, setting out traps, treating pests, etc.) and their effects on the pest population.

Level 3 monitoring (Grounds staff)
Grounds staff will monitor Turf and Landscape:

The condition of the plants (vigor and appearance)

The amount of plant damage

Ph., phosphorus, and potassium levels of turf (soil test every 3-4 years in Waldport, Lincoln City, Newport, & Toledo)

Kind and abundance of pests (weeds, insects, mites, moles, etc.) as well as natural enemies (ladybugs, spiders, lacewing larvae, syrphid fly larvae, etc.)

~~Weather conditions (record any unusually dry, hot, wet, or cold weather in the past few weeks)~~

Proper drainage

Human behaviors that affect the plants or pests (foot traffic that compacts the soil, physical damage to plants caused by people, insistence on having certain plants grow in inappropriate situations, etc.)

Management activities (pruning, fertilizing, mulching, aeration, treating pests, etc.) and their effects on the plants and the pest population.

2. Sticky monitoring traps for insects
Sticky traps are neither a substitute for pesticides nor an alternative for reducing pest populations, but rather a diagnostic tool to aid in identifying a pest's presence, the likely direction pests are coming from, and the number of pests.

All staff will be made aware of the traps and their purpose so they don't disturb them. ~~Custodians will be responsible for setting them out and checking them once per month (approximately 10 minutes), and replacing them once every four months (approximately 30 minutes). Kitchen staff will be responsible for checking those in the kitchen primarily for cockroaches once per week (approximately 4 minutes).~~

After receiving training in the use of pest monitoring sticky traps by the IPM Plan Coordinator (or designee), custodial staff will be responsible for checking traps placed in pre-determined "pest-vulnerable areas" in the staff room, kitchen, and cafeteria~~ on a monthly basis, and replacing them every four months.~~ If custodial staff cannot interpret what they find in the monitors they will contact the IPM Plan Coordinator for assistance (E-mailing a close-up digital photo of the unfolded sticky trap would help!).

3. Reporting (pests, signs of pests, and conducive conditions)
When staff observe pests or pest conducive conditions they should ~~jot them down in a Pest Log or~~ report them to the custodian and building admin for ~~him~~ them to write ~~them~~ down.

4. Reporting "Pests of Concern"
"A pest of concern" is a pest determined to be a public health risk or a significant nuisance pest. These include cockroaches (disease vectors, asthma triggers), mice & rats (disease vectors, asthma triggers), yellow jackets (sting can cause anaphylactic shock), cornered nutria (they can bite), and bed bugs (significant nuisance pest).

When pests of concern (or their droppings, nests, etc.) are observed, staff should immediately tell the building custodian. The custodian must contact the IPM Plan Coordinator immediately.

5. Action!
a) Structural
Any items (such as sealing up holes) that maintenance/construction staff or custodial staff observe (or see on Pest Logs) that they can resolve should be taken care of and noted in the Pest Log.

Custodial staff will review Pest Logs twice per week. Any items he/she cannot resolve should be marked in order of priority.

Pest Logs will be faxed to the IPM Plan Coordinator once per week. The Coordinator will determine further actions to be taken and when.

If the actions needed are not something the Coordinator can accomplish alone or with minimal assistance, the Coordinator will meet with Pest Management Professional (PMP) to develop a protocol and priority list with deadlines for sealing holes, installing external door sweeps, and other pest exclusion or pest management needs. The Coordinator will then generate a work order with a proposed deadline for completion based on the severity of the risk or nuisance.

The Coordinator will monitor the completion of the work order. If the work is not completed by the proposed deadline, the Coordinator will write a follow-up e-mail to the Pest Management Professional (PMP) Upon completion of the work, the Coordinator and the school custodian will be notified.

The Coordinator will keep records of time and money spent to manage the pest, including copies of original receipts.

Small Ants:

When staff observe a small number of ants (e.g. under 20 ants) they must:
1st) Spend two minutes trying to find out where the ants are coming from
2nd) Kill the ants with a paper towel or similar
3rd) Remove any food or liquid the ants were eating
4th) Wipe down the area with soapy water or disinfectant to remove pheromone trails
5th) Jot down the above in the Pest Log

If the ants come back or there are more than a small number (e.g. under 20 ants) of them:

1st) Spend two minutes trying to find out where the ants are coming from
2nd) Jot down the above in the Pest Log
3rd) Ask the custodian to come with vacuum and sealant as soon as he/she is able

The custodian will:
1st) Spend two minutes trying to find out where the ants are coming from
2nd) Vacuum up the ants and any food debris nearby (vacuum up a tablespoon of cornstarch to kill most of the ants in the vacuum bag, then put the vacuum bag inside plastic garbage bag, seal it, and dispose of it properly)
3rd) Seal up the crack or hole where the ants were coming from.
4th) Wipe down the area with soapy water or disinfectant to remove pheromone trails
5th) Jot down the above in the Pest Log

To avoid a proliferation of small ants and/or unnecessary applications of pesticides, the routine use of ant baits is not permitted without first:
1) Educating staff on sanitation, monitoring, and exclusion as the primary means to control the ants.
2) Establishing an acceptable pest population density (e.g. 20 ants).
3) Improving sanitation (e.g. cleaning up crumbs and other food sources) and structural remediation (sealing up cracks or holes where the ants are coming from).

For more detailed information on small ants, see Appendix 1a.

b) <u>Grounds</u>

When pests on grounds reach a threshold established by the IPM Plan Coordinator, action will be taken as per the matrices in Appendix 1-f.

6. Acceptable Thresholds
A threshold is the number of pests that can be tolerated before taking action. The acceptable threshold for cockroaches, mice, rats, and nutria is 0.

Acceptable thresholds for other pests will be determined by the IPM Plan Coordinator and the LCSD.

C. Inspections
1) Routine Inspections
The IPM Plan Coordinator will conduct routine inspections of different schools throughout the year. Schools to be determined by the governing body and the Coordinator). Site custodians are required to accompany the Coordinator during the inspections. The inspections will typically last one to two hours and will focus on compliance with this plan and an inspection of the kitchen, staff room, and any other place of concern. After each routine inspection the Coordinator will write a one-page report on findings and recommendations. The report will be submitted to the school principal and custodian.

2) Annual Inspections
The IPM Plan Coordinator will conduct annual inspections at individual schools. Site custodians are required to assist the Coordinator with the annual inspection. The annual inspections will be more thorough than the routine inspections, and will use the Annual IPM Inspection Form (see Appendix 2) to guide the inspections. The specific schools to be inspected will be determined by the IPM Plan Coordinator and based on a review of the annual number of pest problems and pesticide applications reported in the Annual IPM Report and Annual Report of Pesticide Applications.

D. Pest Emergencies (see also Section VI. B. below)
IMPORTANT: If a pest emergency is declared, the area must be evacuated and cordoned off before taking any other steps. When the IPM Plan Coordinator, after consultation with school faculty and administration, determines that the presence of a pest or pests immediately threatens the health or safety of students, staff, faculty members or members of the public using the campus, or the structural integrity of campus facilities, he or she may declare a pest emergency. Examples include (but are not limited to) yellow jackets swarming in areas frequented by children, a nutria in an area frequented by children, a half a dozen mice or rats running through occupied areas of a school building.

E. Annual IPM Report (completed by IPM Plan Coordinator)
In January of each year, the IPM Plan Coordinator will provide the Lincoln County School District and the OSU School IPM Program Coordinator an annual IPM report. The report will include a summary of data gathered from Pest Logs, as well as costs for PMPs and pesticides (including turf and landscape pesticides). Costs for items such as

sealants, fixing screens, door sweeps and other items that would not normally be considered part of pest control will not be recorded. See Appendix 9 for a template for the annual IPM report.

Prevention and management steps taken that proved to be ineffective and led to the decision to make a pesticide application will be copied and pasted or incorporated into the annual report of pesticide applications (see section VII. D)

VI. REQUIRED TRAINING/EDUCATION

SB 637 requires staff education “about sanitation, monitoring and inspection and about pest control measures”. All staff should have at least a general review of IPM principles and strategy as outlined in Sections II and III.

A. IPM Plan Coordinator Training

SB 637 requires that the IPM Plan Coordinator “shall complete not less than six hours of training each year. The training shall include at least a general review of IPM principles and the requirements of sections 2 to 9 of this 2009 Act.”

Content should include health and economic issues associated with pests in schools, exclusion practices, pest identification and biology for common pests, common challenges with monitoring-reporting-action protocols, proper use of sticky monitoring traps for insects, and hands-on training on proper inspection techniques.

~~B. Training for Custodial Staff~~

~~The IPM Plan Coordinator (or a designee of the Coordinator) will train custodial staff at least annually on sanitation, monitoring, inspection, and reporting, and their responsibilities as outlined in Section V. A.~~

~~C. Training for Maintenance and Construction Staff~~

~~The IPM Plan Coordinator (or a designee of the Coordinator) will train maintenance staff at least annually on identifying pest conducive conditions and mechanical control methods (such as door sweeps on external doors and sealing holes under sinks), and their responsibilities as outlined in Section V. A.~~

~~D. Training for Grounds Staff~~

~~The head of grounds staff (or designee) will train grounds staff at least once per year. Each year before the training, the head of grounds staff will meet with the IPM Plan Coordinator to review the annual report of pesticide applications and plan training for all grounds staff. The annual training will review this IPM Plan (especially grounds department responsibilities outlined in Section V.A.) and data from the annual report related to pesticide applications by grounds crew. It will also review the OSU turf management publications EC 1521, EC 1278, EC 1550, EC 1638-E, and PNW 299 (available free online at http://extension.oregonstate.edu/catalog/), and the matrices in~~

~~Appendix 1-f. Grounds staff will also be trained in basic monitoring for common pests on grounds.~~

~~E. Training for Kitchen Staff~~
~~The IPM Plan Coordinator (or a designee of the Coordinator) will train kitchen staff at least once per year on the basic principals of IPM and their responsibilities as outlined in Section V. A.~~

~~F. Training for Faculty and Principal~~
~~The IPM Plan Coordinator (or a designee of the Coordinator) will train faculty and principals at least once per year on the basic principals of IPM and their responsibilities as outlined in Section V. A. These short (15 – 20 minutes) training are arranged by the Coordinator with individual principals when openings in their school Faculty Meeting schedules permit.~~

~~G. Other Training~~
~~Basic training on the principals of IPM and the main points of this IPM Plan should also be provided to school nurses, administrative staff, superintendents, and students. Coaches who use athletic fields should be given an overview of basic monitoring and IPM practices for turf so they understand key pest problems to look out for and when to report them.~~
B. All Staff Training
All school district staff will complete annual IPM training as part of their required "safe schools" online training.

VII. PESTICIDE APPLICATIONS: REQUIRED NOTIFICATION, POSTING, RECORD KEEPING, AND REPORTING
Any pesticide application (this includes weed control products, ant baits, and all professional and over-the-counter products) on school property must be made by a licensed commercial or public pesticide applicator. At the beginning of each school year, all faculty, administrators, staff, adult students and parents will be given a list of potential pesticide products that could be used in the event that other pest management measures are ineffective. They will also be informed of the procedures for notification and posting of individual applications, including those for pest emergencies. This information will be ~~provided~~ available to all the above via ~~e-mail as well as hard copy to adult students and parents.~~ District website

A. Notification and Posting for Non-emergencies
When prevention or management of pests through other measures proves to be ineffective, the use of a low-risk pesticide is permissible. *Documentation of these measures is a pre-requisite to the approval of any application of a low-risk pesticide. This documentation will remain on file with the IPM Plan Coordinator and at the office of the head custodian where the application takes place.*

No non-emergency pesticide applications may occur in or around a school until after 3:30 PM on a Friday while school is in session, unless the IPM Plan Coordinator authorizes an exception. If the labeling of a pesticide product specifies a reentry time, a pesticide may not be applied to an area of campus where the school expects students to be present before expiration of that reentry time. If the labeling does not specify a reentry time, a pesticide may not be applied to an area of a campus where the school expects students to be present before expiration of a reentry time that the IPM Plan Coordinator determines to be appropriate based on the times at which students would normally be expected to be in the area, area ventilation and whether the area will be cleaned before students are present.

The IPM Plan Coordinator (or a designee of the Coordinator) will give written notice of a proposed pesticide application (via the method most likely to reach the intended recipients) at least 24 hours before the application occurs.

The notice must identify the name, trademark or type of pesticide product, the EPA registration number of the product, the expected area of the application, the expected date of application and the reason for the application.

The IPM Plan Coordinator shall place warning signs around pesticide application areas beginning no later than 24 hours before the application occurs and ending no earlier than 72 hours after the application occurs.

A warning sign must bear the words "Warning: pesticide-treated area", and give the expected or actual date and time for the application, the expected or actual reentry time, and provide the telephone number of a contact person (the person who is to make the application and/or the IPM Plan Coordinator).

B. Notification and Posting for Emergencies

Important Notes:
1) *The IPM Plan Coordinator may not declare the existence of a pest emergency until after consultation with school faculty and administration.*
2) *If a pesticide is applied at a campus due to a pest emergency, the Plan Coordinator shall review the IPM plan to determine whether modification of the plan might prevent future pest emergencies, and provide a written report of such to LCSD.*
3) The LCSD *shall review and take formal action on any recommendations in the report.*

The declaration of the existence of a pest emergency is the only time a non low-impact pesticide may be applied.

<u>If a pest emergency is declared, the area must be evacuated and cordoned off before taking any other steps.</u>

If a pest emergency makes it impracticable to give a pesticide application notice no later than 24 hours before the pesticide application occurs, the IPM Plan Coordinator shall send the notice no later than 24 hours after the application occurs.

The IPM Plan Coordinator or designee shall place notification signs around the area as soon as practicable but no later than at the time the application occurs.

Note: Section 2 (3) (L) of SB 637 also allows the application of a non-low-impact pesticide “by, or at the direction or order of, a public health official”. If this occurs, every effort must be made to comply with notification and posting requirements above.

C. Record Keeping of Pesticide Applications

The IPM Plan Coordinator or designee shall keep a copy of the following pesticide product information on file at the head custodian’s office at the school where the application occurred, and at the office of the IPM Plan Coordinator:

A copy of the label

A copy of the MSDS

The brand name and USEPA registration number of the product

The approximate amount and concentration of product applied

The location of the application

The type of application and whether the application proved effective

The pesticide applicator’s license numbers and pesticide trainee or certificate numbers of the person applying the pesticide

The name(s) of the person(s) applying the pesticide

The dates and times for the placement and removal of warning signs

Copies of all required notices given, including the dates the IPM Plan Coordinator gave the notices

The above records must be kept on file at the head custodian’s office at the school where the application occurred, and at the office of the IPM Plan Coordinator, for at least four years following the application date.

~~**D. Annual Report of Pesticide Applications**~~

~~In January of each year, the IPM Plan Coordinator will provide LCSD Board of Directors and the OSU School IPM Program Coordinator an annual report of all pesticide applications made the previous year. The report will contain the following for each application:~~

~~The brand name and USEPA registration number of the product applied~~

~~The approximate amount and concentration of product applied~~

~~The location of the application~~

~~The prevention or management steps taken that proved to be ineffective and led to the decision to make a pesticide application~~

~~The type of application and whether the application proved effective~~

VII. APPROVED LIST OF LOW-IMPACT PESTICIDES

~~The most current list of approved low-impact pesticides is available on our website at XXXXXXXX~~

~~The process for creating and updating the approved list is available at this link XXXXXXXXX~~

Rodeo
EPA#: 62719-324
Herbicide
Broadleaf and grass
Safe for use in drainage ditches

Gly Star Original
EPA#: 42750-60
Herbicide
General use grass herbicide

Momentum Q
EPA#: 228-531
Herbicide
General use Broadleaf herbicide

Lilly Miller Weed and Feed
EPA#: 2217-559-33116
Turf grass weed killer and fertilizer

Terro
EPA#: 149-8-64405
Insecticide
Ant bait and killer

Spectracide Wasp&Hornet Killer 3
EPA#: 9688-190-8845
Insecticide
Emergency applications

List based upon districts potential needs and in accordance with Oregon State Universities "Low-Impact Pesticide list"
List may be edited and re-submitted for school board approval as product hazard classifications change.

LIST OF APPENDICES

Appendix 1 Pest Management Protocols for Specific Pests ~~*(STILL TO COME)*~~

(Monitoring, Threshold Levels, Management Options, Evaluation of Options Chosen for

Specific Pests)

- a-Ants (Small Ants)
- b-Ants (Carpenter Ants)
- c-Bed Bugs
- d-Grounds Pests
- e-Mice (House Mouse)
- f-Rats (Norway Rat)
- g-Yellow Jackets and European Paper Wasps

~~Appendix 2 Annual Inspection Form~~

Appendix 3 Pest Logs

~~Appendix 4 Outlines of Training for Custodians, Maintenance/Construction Staff, Grounds Staff, Kitchen Staff, and Faculty *(STILL TO COME)*~~

Appendix 5 Template for annual fall notification of potential pesticides to be used ~~*(STILL TO COME)*~~ Available on district website

Appendix 6 Pesticide Application Notification Form

Appendix 7 Pesticide Application Posting Sign

Appendix 8 Pesticide Application Recordkeeping Form *(STILL TO COME)*

~~Appendix 9 Template for Annual IPM Report~~

~~Appendix 10 Template for Annual Pesticide Application Report~~

Appendix 11 Hiring an Outside Contractor
-In-House vs. Contractor
-Bid Specifications – Important Things to Remember
~~-Sample Bid~~

Appendix 12 References and Source Materials

OTHER POSSIBLE APPENDICES:

~~Caulking vs. Sealant Products~~

~~How to collect and preserve specimens for identification (from EPA website)~~

~~Pest Management Zones? *(see PMSP)*~~

Procedure for reprimanding teachers who repeatedly refuse to reduce clutter and other pest-conducive conditions? Something like this:

The Lincoln Co. School Board, and the School District Superintendent have authorized the below in writing:
~~Custodians~~ Building admin are responsible for reporting a teacher who repeatedly ~~(more than 3 times)~~ does not do what needs to be done to ~~the custodian asks them to do to~~ reduce clutter, clean up food sources, or otherwise cause pest-conducive conditions. ~~Custodians will file a written complaint/report to Coordinator when a teacher is causing a pest problem to continue.~~ Building admin will submit a work order or email to The Coordinator, who will meet with the teacher and admin and provide them a written plan to reduce pest invitation ~~warning.~~ The ~~warning~~ plan will include the risks to children's health that the teacher's actions or non-actions are causing, as well as a reminder that the Coordinator will check again in one month to verify what changes have been made. ~~The warning will also state that if the Coordinator is forced to give three written warnings to a teacher in one year the Lincoln Co. School District is required to terminate the teacher's employment.~~

2. Naming of Waldport Softball Batting Cage

June 1, 2026

Lincoln County School District
Waldport High School
[Address]

RE: Proposal to Name the Waldport High School Softball Field Batting Cage in Honor of

Coach Ed Phillips

Dear Lincoln County School District and School Board

I am writing to formally request the honorary naming of the **Waldport High School Softball Field Batting Cage** after the late WHS Softball coach **Ed Phillips.**

Coach Phillips dedicated 40+ years to Waldport from 1982 to 1998 coaching for Waldport Junior League. He became Coach of WHS Softball in 1999 and he also started the ASA program in Waldport. He was the first to Coach on the NEW field at WHS. He would be Head Coach at WHS until 2007.

During their tenure, Coach Phillips achieved the following:

- **As Waldport Jr. League Coach:** Ed would begin by coaching Baseball but he would quickly start a softball program for the Jr. League program, as there wasn't one available yet. Coach Phillips also started the ASA (travel ball) league in Waldport. That caught fire and Waldport was hosting tournaments – put on and organized by Coach Phillips – every weekend during the summer months.
- **As WHS Coach:** Led the team to **4 League Championships and 1 State Championship**. The 4 League Championships would be 2003-2006 (going to state playoffs each year). The State Championship would come in 2006. Coach Phillips worked hard and expected his team to do so as well.
- **Coach Ed Phillips**: Coach Phillips would be a very strong "STUDENT FIRST" coach and always made sure the girls on his teams were on track to graduate and excelling in school. Ed Phillips would pass away in June of 2022.
- **His Community:** Coach Phillips mentored hundreds of young athletes, teaching core values of teamwork, perseverance, community, and civic responsibility. From the get go, as Waldport Jr. League Coach, Ed began taking care of the fields in Waldport. He would mow them, seed them, water them, rake them, and weed the infields!

Renaming this facility to **Ed Phillips Field house** would be a fitting tribute to a beloved leader who has shaped the lives of countless student-athletes and contributed significantly to the Waldport Community.

Thank you for your time, consideration, and service to our community. I look forward to the opportunity to present this request to the committee and to bring several letters of support from alumni and community members.

Sincerely,

Jaime Smith

WHS Assistant Softball Coach

Jaime.smith@lincoln.k12.or.us

541-270-3570

LINCOLN COUNTY
SCHOOL DISTRICT

Waldport Middle and High School
3000 Crestline Drive, Waldport, OR 97394
Mailing Address: PO Box 370, Waldport, OR 97394
T 541-563-3243 | F 541-563-4145 | https://waldport.lincoln.k12.or.us/

Amy Skirvin, Principal
Steve Cooper, Assistant Principal/Athletic Director

June 1st, 2026

After careful consideration, Waldport Middle/High School administration fully supports the request to honor Coach Ed Phillips by naming the Waldport High School Softball Batting Cage in his memory.

Coach Phillips' impact on Waldport athletics, student-athletes, and the broader community is difficult to overstate. Through more than 40 years of service, he helped establish and grow youth softball opportunities, founded the local ASA travel softball program, and built a highly successful high school softball program that culminated in four league championships and the 2006 OSAA State Championship.

Beyond his accomplishments on the field, Coach Phillips was deeply committed to the success of students. He consistently emphasized academics, character, responsibility, and teamwork while serving as a mentor and role model to generations of young people. His dedication to maintaining athletic facilities and creating opportunities for student-athletes demonstrated his unwavering commitment to the Waldport community.

The naming of the Waldport High School Softball Batting Cage in honor of Coach Ed Phillips is a fitting and well-deserved recognition of his extraordinary service, leadership, and legacy. His contributions helped shape the culture of Waldport softball and positively influenced countless students and families.

Waldport Middle/High School administration respectfully approves and endorses this request.

Sincerely,

Amy Skirvin, Principal
Steve Cooper, VP/AD

3. TOHS Elevator

New Installation Proposal

TKE

Toledo High School Auditorium

June 09, 2026

Purchaser:	Project Estimator	Project Location:	Toledo High School Auditorium
Address:		Address:	TBD
			Toledo, OR 43604

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal in the amount of **$147,822.00** inclusive of all applicable sales and use taxes to furnish and install the equipment described in the pages that follow; based solely on the following documents received with the RFP, along with the clarifications noted immediately below and the conditions set forth on the pages that follow. Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Proposal but also all applicable sales tax.

The price above includes those value added taxes, tariffs, duties, and/or similar charges that are in effect as of the date of this proposal. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including any new or increase in taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 09-30-2027 and the installation must be completed by 11-12-2027, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

A MAX Digital Service Trial Subscription has been included for the duration of the New Installation Maintenance (NIM) period.

Clarifications to Architectural Plans and Specifications:

1. Our proposal is contingent upon TKE scope as outline in this document, to be included in the contract. In the event of award, all contract documents to be reviewed and amended by TKE contract department. Bid is subject to mutually agreeable terms and conditions of both parties.
2. No tear outs, overtime, or spare/attic parts are included in this proposal.
3. Composite crew clean up not included.
4. TKE will not provide credits for OCIP/CCIP participation.
5. Quote is based on normal New Installation working hours of IUEC Local 23, Monday-Thursday 06:00-17:00.
6. Bid rates and labor escalation as outlined on TKE proposal letter.
7. One regular time state inspection included, to be scheduled after TKE pre-installation checklist complete and verified by TKE. Inspection failure, unless the fault of TKE, will incur reinspection costs.
8. TKE warranty and maintenance to coincide upon elevator turnover for duration as listed herein.
9. TKE will not agree to per project aggregate.

10. Standby allowances or operator time for other trades not included. Special use to assist other trades within the hoistway requires special use agreement signature and payment for the associated costs of TKE operator.
11. No temporary or construction use included in bid (Reference “Temporary Use, Inspection and Turnover” section herein).
12. TKE does not include engineering stamp standard, additional fees may apply.
13. TKE standard O & M provided. Basic owners training included. Maintenance training not included (Reference “Temporary Use, Inspection and Turnover” section herein).
14. TKE will provide good faith, reasonable effort however cannot guarantee any M/W/DBE participation.
15. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
16. Proposal per TKE schedule and durations.
17. Conduit, raceways, and pull boxes for remote panels to the elevator machine room(s) and between panels, by others. Remote panels required by local jurisdictions are not included in this proposal.
18. Should any special, site specific training, safety training, badges or burn, hot work, fire watch, permits and the like be required, then additional costs will be passed on as applicable.
19. TKE Pre-Installation, including permanent 3 phase power, and Pre-Adjusting/Inspection checklist to be included in contract documents. Checklists to be verified complete by TKE prior to scheduling delivery/installation and inspection. Proposal includes 2 mobilizations (installation, adjustment/inspection). Additional required remobilizations not caused by TKE will incur additional remobilization costs.
20. Adequate onsite laydown area adjacent to shaft per TKE discretion required. Insufficient delivery, staging, or work area will incur additional costs.
21. TK has included 3 superintendent site visits.
22. Commencement of installation by TKE does not constitute a complete acceptance of the work of General Contractor and all sub-trades.
23. TKE bid does not include time lost due to inefficiencies caused by other trades or Contractor’s scheduling of other trades in conflict with TKE.
24. Daily foreman task lists and weekly safety meetings will be conducted internal to TKE. Meeting records and Job Hazard Analysis available to GC upon request. No further all-subcontractor meetings are included in bid.
25. Header required above top entrance at 1’3” min to 2’0” max above the clear opening height for frame support.
26. Items by others, per TKE final drawings (Reference “Work Not Included” section herein
27. Hoist/Safety Beam
28. Steel support for rail bracket
29. Insert installation.
30. Protection of completed elevator work.
31. Grouting, core drilling, patching and fire stopping.
32. Sizing of electrical feed and equipment
33. Protection of work area surfaces
34. OSHA compliant barricades and netting of all openings
35. Cab flooring

Each individual piece of vertical transportation equipment included in this Proposal (i.e. elevator or escalator) will herinafter be referred to as a "Unit."

New Installation Proposal

Units Included

Nickname	Product	Landings	Speed	Capacity
1	endura	4	125	4000

Alternates

- Subtract $2800 to reduce capacity to 2500lb to match Training and Learning Center.

In the event you have any questions regarding the content of this Proposal please contact me

We appreciate your consideration.

Regards,

Jordan Mason

Jordan Mason
TK Elevator Corporation
14626 NE Airport Way
Portland, OR 97230
jordan.mason@tkelevator.com | 1 503 477 3703

New Installation Proposal

TK Elevator Description of Equipment

Unit Designation: 1

Units in Group:	1	Cab Type:	Raised Panels on Steel Shell
Application:	Hydraulic	Panel or Wall Finish:	Brushed Stainless Steel
Product:	endura	Fronts Type:	Column Type Swing Return
Capacity:	4000.0 Lbs.	Front Return Finish:	Brushed Stainless Steel
Speed:	130 fpm	Handrail Type:	1/4in x 2in Bar
Landings:	*4 (2 Front, 2 Rear)*	Handrail Location:	Sides Only
Travel:	15 Ft. 0.000 In.	Handrail Finish:	Brushed Stainless Steel
Pit Depth:	4 Ft. 0.000 In.	Ceiling:	Suspended
Clear Overhead[1]:	12 Ft. 8.000 In.	Ceiling Finish:	Powder Coated
Hoistway Dimensions:	9 Ft. 4.000 In. x 7 Ft. 10.750 In.	Cab Sill:	*Aluminum*
Door Type:	Single-Speed Center Opening	Cab Door Finish:	Brushed Stainless Steel
Opening Size:	4 Ft. 0.000 In. x 7 Ft. 0.000 In.	Cab Base:	None
Clear Floor to Ceiling:	7 Ft. 4.000 In.	Cab Floor (F&I B/O):	0.375 In.

Controller Model:	TAC32H	Protection Pads:	One (1) Set Per Elevator
Controller Location:	Entrance Jamb	Entrance Frames:	*#4 S/S (441)*
Seismic equipment:	Included	Entrance Doors:	*#4 S/S (441)*
Power Supply:	460 Volts / 3-PH / 60 Hz	Entrance Sills:	Aluminum
Loading Class:	A	Car Fixtures:	Traditional Buttons
Elevator Code:	ANSI 2019		
Pit Ladder Provider:	by Others	Hall Fixtures:	Hall Stations Hoistway Access (2) Braille (4)
Emergency Power:	Battery Lowering (by TKE)		

Additional Features:	Two Speed Fan, Fire Service Provisions, Hoistway Access at Top & Bottom Landings, Emergency ADA Phone.

1 - The overhead is measured from the finished top floor, to the underside of the hoist beam.
2 - Only standard TK Elevator color selections are included.
3 - Entrance jamb mounted controller carries an entrance fire rating of 1.5hr and equivalent hoistway rating of 2hr.

166

Service Agreement Exhibit

01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Preparation of layout drawing package (upon receipt of fully executed Proposal and plans)	2 - 6 Weeks
Approval of layout drawing package, by Purchaser (additional time required for cab, signal, entrance preparation and approval, if applicable. One revision is included in this Proposal price; additional charges will apply and additional time will be required to address any additional revisions)	TBD by Purchaser
Fabrication: The duration shown begins after the following (4) items are completed: #1) FINAL submittals are completed by TKE (2-3 weeks after AAN drawings received by TKE) #2) Fully executed contract received by TKE #3) Material Release Form is signed and returned to TKE* #4) Initial progress payment is paid in full	18-22 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Installation of equipment (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist; excluding adjusting & inspection(s))	5 - 7 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

Service Agreement Exhibit

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		
Initial progress payment:	(55%)	
Material furnished:	(20%)	
Total of remaining progress payments:	(25%)	

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$408.58
Mechanic (OT) per hour	$674.06
Team (Standard) per hour	$735.44
Team (OT) per hour	$1,213.30

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 11-12-2027 .

Service Agreement Exhibit

03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 New Installation Maintenance (NIM)

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TK Elevator during normal business working days and hours by the applicable TK Elevator branch office and/or
2. the dispatch of a TK Elevator technician to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring through the equipment's communication line (if applicable) in order to free any entrapped passengers ("callback services") and/or
3. to make covered repairs to the equipment installed by TK Elevator. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or

operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TK Elevator's control that affects the use or operation of the equipment (“excluded work”).

b. The services described in (4)(a)(2) and (4)(a)(3) will be performed only during normal business working days and hours.

c. Purchaser agrees to separately pay for all excluded work as defined in (4)(a)(3) above.

d. If overtime has not been expressly included in (4)(b) above, Purchaser also agrees to separately pay for any callback services described in (4)(a)(2)and for any covered repairs described in (4)(a)(3) that are performed outside normal business working days and hours.

Unit Designations	# of Months after Final Acceptance
1	12

05 TKE Digital

The cost of the digital service(s) listed below, as outlined in the attached Service Agreement Exhibit(s), are included in the price of this Proposal and will run concurrently with the services outlined in Section 04. Continued provision of such digital service(s) is contingent on Purchaser's (or Owner's, as applicable) signed acceptance of a separate elevator maintenance agreement with TK Elevator which includes both pricing and scope for such digital service(s).

MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installing a remote-monitoring device or modem (each a “device”). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. With an eligible MAX digital service, our dispatch center will alert our technicians through a generated service ticket during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

MAX Digtial Service value-added features, scope and pricing are outlined in the attached Service Agreement Exhibit entitled "MAX." If you would like to upgrade to a different MAX digital package, please contact your sales representative.

MAX Link

"MAX Link" is a service by which TK Elevator will provide eligible Units, through a MAX Device, a cellular connection as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

06 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
  - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
  - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - Adequate bracing of entrance frames to prevent distortion during wall construction.
  - All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
  - A full rough opening to accept in-jamb controller and an 8 1/2" minimum finished wall thickness at controller location and all interconnects (building power, fire alarm signals, phone line) to the top of the controller frame; this opening shall remain open the full width of the hoistway until all Unit equipment is installed within the hoistway.
  - Purchaser must specify wall thickness for elevator entrance frames on the layout approvals.
    - The standard range wall thickness for Parametric entrance frames is 4.75" to 17.5".
    - The standard range wall thickness for Box-Style entrance frames is 5.5" to 24.0".
    - The standard range wall thickness for M721 entrance frames is 3.25" to 12.5". TK Elevator can accommodate entrance thickness of up to 22" at an additional cost.
  - Rough openings for the entrances that shall be no less than what is delineated on the elevator shop drawings; the rough opening at the main egress floor shall remain open the full width of the hoistway until all Unit equipment is installed within the hoistway.
  - A hoistway that is square and plumb within 1" from top to bottom of the total hoistway height. If the hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation.
  - Adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay.
  - Rail bracket inserts are supplied by TK Elevator and installed by others, with the edge of each insert flush with the clear hoistway. For elevators with common hoistways (divider beams), or for rail bracket inserts being mounted to steel, other trades must weld the TK Elevator-supplied inserts on the top (or bottom) of the divider beams or to the top or bottom of the flange of the support steel. All inserts must be installed before the equipment is delivered to the job site. Inserts (provided by TK Elevator) shall be installed (by Purchaser) at all bracket locations (per TK

Elevator final approved layouts). No other bracket support will be accepted unless approved by TK Elevator and at an additional cost to the GC.
- Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TK Elevator for rail bracket attachment or guide rail support which Purchaser shall ensure is installed by others to accommodate inserts which are flush with the clear hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Purchaser shall ensure that guide rails for traction elevators must attach to steel, CMU or concrete, not wood.
- All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses.
- OSHA compliant removable barricades prior to TK Elevator's installation (TK Elevator will replace if removed by TK Elevator). Barricades must allow clearance for the installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Prior to beginning installation, entrance protection and netting must be installed in accordance with OSHA 1926.502J to prevent any objects from falling down the shaft; please note that installation and netting are by others at no cost to TK Elevator. Purchaser agrees to indemnify, defend and hold TK Elevator harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.
- A hoist beam shall be provided (by the General Contractor) with a minimum capacity to support a 7,500 lb. [33kN] point load per car. Purchaser to refer to the elevator plan and section layouts for the actual required capacity per elevator. The beam shall be securely fastened to the building. Maintain a minimum of 2" between the top of the beam and the hoistway ceiling. Provisions for two lifeline attachments, independent of hoisting beam, (by the General Contractor) rated for 5,000 lbs. [22.2kN] each per OSHA 1926.502(d), local regulation requirements located above the top landing in the overhead.
- 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.
- TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:
- Purchaser shall provide a 120V, 1P, 60C power supply in the locations as directed by TK Elevator for the cellular equipment being furnished and installed by TK Elevator for the communication devices within the elevator cab;
- Purchaser shall provide:
  - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable. The shunt trip breaker provided by TKE within the elevator controller will require a separate 120V power supply to the shunt trip relay, and this signal must be monitored by the fire panel as provided by Purchaser
  - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
  - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
  - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;

- emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- temporary 220v single phase (50 amps) at each hoistway, per Unit per TK Elevator requirements;
- confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration as shown on the layout drawing package. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid;

C. Miscellaneous:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Should building settling occur which requires elevator rail alignment / escalator leveling and alignment modifications during installation (or during any included New Installation Maintenance period as designated above), additional charges will apply;
- Purchaser shall ensure full compliance with any governmentally required safety provisions not directly involved with the Unit installation;
- TK Elevator assumes that all work by others will be completed in a timely fashion to allow TK Elevator standard installation methodologies to be followed, including adjusting and inspection of elevators in an efficient manner;

07 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $125.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.

Service Agreement Exhibit

- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.

08 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
  - Cost for temporary use of a Unit shall be $200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
  - Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be $1,500.00 per Unit and a remobilization fee which shall be $5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.

Service Agreement Exhibit

- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of $275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

09 Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. The price of this Proposal includes value added taxes, tariffs, duties, and/or similar charges that are in effect as of the date of this Proposal. Purchaser is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Proposal above and beyond the pricing set forth in this Proposal for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value

added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after the date of this Proposal; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after the date of this Proposal. When the materials and/or components called for in this Proposal are ready to ship, if required TK Elevator will provide Purchaser with a change order(s) covering all additional amounts mentioned in the preceding sentence which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.
In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address,

end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or(vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

PAYROLL/CERTIFIED STATEMENT FORM WH-38
FOR USE IN COMPLYING WITH ORS 279C.845*

PRIME CONTRACTOR ☐ SUBCONTRACTOR ☐ PAYROLL NO.__________ FINAL PAYROLL ☐

Business Name (DBA): JOHN E WILES JR CONSTRUCTION Phone: (541) 270-6042 CCB Registration Number: 182190

Project Name: OLE PLAY SHED Project Number: Type of Work: LABORER

Street Address: 4410 E ALSEA HWY, WALDPORT OR 97394

Mailing Address: SAME AS ABOVE

Project Location: Lincoln City OR

Project County: Lincoln

Date Pay Period Began: Date Pay Period Ended:

THIS SECTION FOR PRIME CONTRACTORS ONLY

Public Contracting Agency Name:
Phone: ( )
Date Contract Specifications First Advertised for Bid:
Contract Amount:

THIS SECTION FOR SUBCONTRACTORS ONLY

Subcontract Amount:
Prime Contractor Business Name (DBA):
Prime Contractor Phone: ( )
Prime Contractor's CCB Registration Number:
Date You Began Work on the Project:

(1) NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	(2) CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)		(3) DAY AND DATE — HOURS WORKED EACH DAY 6/14	6/15	6/16	6/17	6/18	6/19		(4) TOTAL HOURS	(5) HOURLY BASE RATE	(6) HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	(7) GROSS AMOUNT EARNED (see directions)	(8) ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	(9) NET WAGES PAID	(10) HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	(11) NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
MICHAHAEL MCSHARARY 002		OT									43.10	18.30	$1013.10				
		ST		8	8.5					16.5							
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: ____to____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: ____to____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: ____to____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: ____to____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: ____to____.															

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

WH-38 (Rev. 06/16)

THIS FORM CONTINUED ON REVERSE

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

PAYROLL/CERTIFIED STATEMENT FORM WH-38
FOR USE IN COMPLYING WITH ORS 279C.845*

PRIME CONTRACTOR ☐ SUBCONTRACTOR ☐ PAYROLL NO.______ FINAL PAYROLL ☐

Business Name (DBA): JOHN E WILES JR CONSTRUCTION Phone: (541) 270-6042 CCB Registration Number: 182190

Project Name: OLE PLAY SHED Project Number: Type of Work: LABORER

Street Address: 4410 E ALSEA HWY, WALDPORT OR 97394

Mailing Address: SAME AS ABOVE

Project Location: Lincoln City OR

Project County: Lincoln

Date Pay Period Began: Date Pay Period Ended:

THIS SECTION FOR PRIME CONTRACTORS ONLY

Public Contracting Agency Name:
Phone: ( )
Date Contract Specifications First Advertised for Bid:
Contract Amount:

THIS SECTION FOR SUBCONTRACTORS ONLY

Subcontract Amount:
Prime Contractor Business Name (DBA):
Prime Contractor Phone: ( )
Prime Contractor's CCB Registration Number:
Date You Began Work on the Project:

(1) NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	(2) CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)		(3) DAY AND DATE — HOURS WORKED EACH DAY 6/21	6/22	6/23	6/24	6/25	6/26		(4) TOTAL HOURS	(5) HOURLY BASE RATE	(6) HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	(7) GROSS AMOUNT EARNED (see directions)	(8) ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	(9) NET WAGES PAID	(10) HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	(11) NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
MICHAHAEL MCSHARARY 002		OT									43.10	18.30	$2026.2				
		ST		8	8	8	9			33							
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: _____to_____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: _____to_____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: _____to_____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: _____to_____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐; Reg. Hrly. Schd: _____to_____.															

180

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

THIS FORM CONTINUED ON REVERSE

CERTIFIED STATEMENT

Date: 6/29/2026

I, John E Wiles, Owner
(NAME OF SIGNATORY PARTY) (TITLE)
do hereby state:
(1) That I pay or supervise the payment of the persons employed by:

____
(CONTRACTOR, SUBCONTRACTOR OR SURETY)
on the ______________________________; that during the payroll period
(BUILDING OR WORK)
commencing on the 15 day of June, 2026, and ending the 26 day
(MONTH) (YEAR)
of June, 2026, all persons employed on said project have been paid the
(MONTH) (YEAR)
full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ______________________________
(CONTRACTOR, SUBCONTRACTOR OR SURETY)
from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

John E Wilies Jr Owner
(NAME AND TITLE)

____
(SIGNATURE AND DATE)

In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.

c. Other
    1. Meeting Takeaways
    2. Reminders/Announcements
d. 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 and finances, 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 a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation that covered land in what is now Tillamook, Lincoln, Benton, Marion, and Coos Counties. 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.