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 – Lincoln County School District Business Meeting of the Board
Tuesday, August 11, 2026 - 6:30 PM
Teaching & Learning Center
1212 NE Fogarty Street
Newport, OR 97365

Agenda

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

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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. Introductions
4. Communications. BG-4
    a. Written
    b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
    c. Recognition
5. Consultant Reports/Staff Reports/Student Reports
    a. Area Report. BG-1
        1. SWEET Program

LINCOLN COUNTY SCHOOL DISTRICT

SWEET Program

Summer Work Experience & Education Training

2026

Vocational Rehabilitation & LCSD

- VR works with LCSD to provide pre-employment transition services through a fee-for-service contract ($120,000 in 2025-26)

- LCSD Pre-Employment Transition Specialist bills for services to youth in the areas of:
  - Self Advocacy
  - Job Exploration
  - Counseling on Post-Secondary
  - Workplace Readiness
  - Work-based Learning

- Additional funds are set aside for student wages (60,000 in 2025-26)
  - Most of these funds are utilized in the summer SWEET program

SWEET Program

The SWEET program works with Vocational Rehabilitation to find teenagers who experience barriers to employment gain experience & training so they are ready for regular employment when they leave school

Business Partners

JC Thriftway

McKay's Market

Restore (Newport & LC)

The Embarcadero

Point Break Fitness

Toledo Library

Enough Thrift Store

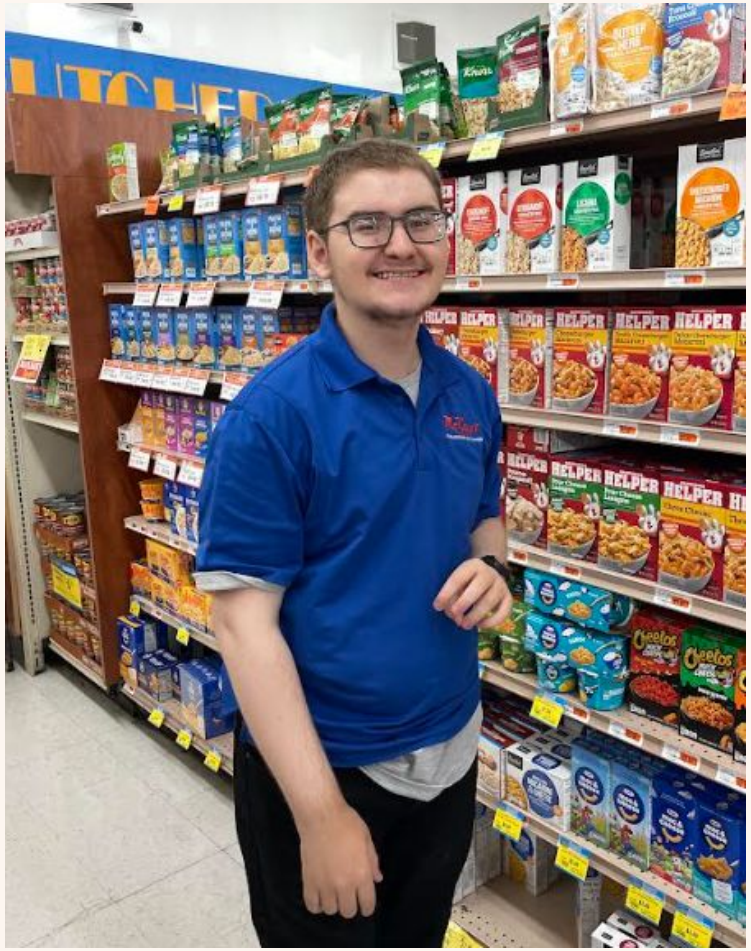
Pick-o-the Litter

Napa Auto Parts

Driftwood Library

SWEET Cadets

- LCSD students aged 14-21 years old
- hired by the school district
- trained in common workplace expectations
- placed in local businesses for 4 weeks
- supported by skills trainers onsite with a gradual release to independence
- work up to 20 hrs/week
- 15 students earned a total of $13,000 this summer



NAPA

b. Financial Report. BG-3
    1. Monthly Financial Report - June 25/26

General Fund Revenue & Expenditure Summary (Unaudited)

Fiscal Year 2025-26

Year To Date Transactions as of June 30, 2026 as of August 7, 2026 - UNAUDITED

	Period 1 Actual July '25	Period 2 Actual Aug '25	Period 3 Actual Sept '25	Period 4 Actual Oct '25	Period 5 Actual Nov '25	Period 6 Actual Dec '25	Period 7 Actual Jan '26	Period 8 Actual Feb '26	Period 9 Actual March '26	Period 10 Actual April '26	Period 11 Actual May '26	Period 12 Actual June '26	Period 13 Projected July '26	Projected 2025-26 Totals		Adopted 2025-26 BUDGET	Year-To-Date 2025-26 Actuals	YTD Diff Budget vs. Projected	% of Budget
REVENUES																			
LOCAL SOURCES:																			
Current year's levy					37,845,135	3,204,429	1,456,668	222,727	1,345,345	258,585	165,391	1,250,732		45,749,012	*	46,319,020	45,749,012	(570,008)	99%
Prior years' taxes		171,229	139,791	86,762	61,844	111,207	85,018	42,149	26,067	217,402	41,636	212,672		1,195,777	*	805,000	1,195,777	390,777	149%
Interest on Investments	90,611	92,604	86,620	76,655	101,808	162,039	112,948	87,594	90,740	(118,428)	117,683	280,982		1,181,856		805,515	1,181,856	376,341	147%
Fees Charged to Grants				16,972	26,917	21,957	18,795	19,311	26,732	8,022	22,977	69,892		231,574		439,247	231,574	(207,673)	53%
Rentals														0		10,000	-	(10,000)	0%
Contributions														0			-	-	#DIV/0!
Other Local Income	25,383	(10,706)	689	29,289	99,993	27,636	168,509	48,019	112,143	59,907	3,516	169,917		734,295		1,169,587	734,295	(435,292)	63%
INTERMEDIATE SOURCES:																	-		
ESD - Severe Disab Support						230,542								230,542		246,000	230,542	(15,458)	94%
County School Fund					217,014			142,948			124,691			484,653	*	300,000	484,653	184,653	162%
Other, Hvy Eq Rent Tax, etc		1,250			78		1,557		1,611			1,864		6,360			6,360	6,360	#DIV/0!
STATE SOURCES:																	-		
SSF- Current Year	3,696,772	1,847,277	1,847,277	1,844,295	1,844,295	1,901,395	1,901,395	1,901,395	1,900,263	1,900,264	2,739,181			23,323,809		22,621,328	23,323,809	702,481	103%
SSF- Prior Year														0			-	-	#DIV/0!
Common School Fund								356,304				356,304		712,608	*	658,590	712,608	54,018	108%
State Timber					347,013			229,040			199,786			775,839	*	500,000	775,839	275,839	155%
Unrstd Grants, HCD, Wildfire								74			138,694			138,768		200,000	138,768	(61,232)	69%
FEDERAL SOURCES:																	-		
Federal Forest Fees									266,349	324,978				591,328			591,328	591,328	#DIV/0!
Foster Care Transp Reimb														0		50,000	-	(50,000)	0%
OTHER RESOURCES:																	-		
Interfund Transfer														0			-	-	#DIV/0!
Sale of Assets/Ins Proceeds			597											597			597	597	#DIV/0!
Beginning Fund Balance	15,192,860													15,192,860		13,924,568	15,192,860	1,268,292	109%
Total Monthly Revenues	**19,005,627**	**2,101,654**	**2,074,974**	**2,053,973**	**40,544,097**	**5,659,204**	**3,744,889**	**3,049,561**	**3,769,250**	**2,650,730**	**3,553,554**	**2,342,363**	**0**	**90,549,876**		**88,048,855**	**90,549,876**	**2,501,021**	**103%**
CUMULATIVE RESOURCES	**19,005,627**	**21,107,281**	**23,182,254**	**25,236,227**	**65,780,324**	**71,439,528**	**75,184,417**	**78,233,978**	**82,003,228**	**84,653,959**	**88,207,513**	**90,549,876**	**90,549,876**						
EXPENDITURES																			
Salaries (100)	588,666	773,418	2,890,752	2,974,597	3,120,130	2,928,024	2,933,819	3,064,189	2,894,710	2,896,619	3,076,802	7,220,492		35,362,218		35,239,168	35,362,218	123,050	100%
Employee benefits (200)	248,053	326,424	1,358,900	1,501,321	1,397,197	1,370,977	1,367,995	1,363,522	1,352,783	1,384,659	1,372,779	3,220,526	9,102	16,274,238		18,640,916	16,265,136	(2,366,678)	87%
Purchased services (300)	1,318,821	905,005	1,134,622	1,913,800	1,670,961	1,534,895	1,386,778	1,777,548	1,132,370	2,034,992	516,513	3,208,757	350,819	18,885,882		19,916,806	18,535,063	(1,030,924)	93%
Supplies (400)	102,433	204,326	281,184	123,145	83,318	86,708	115,027	53,969	47,984	137,971	105,921	66,805	10,771	1,419,562		2,114,981	1,408,791	(695,419)	67%
Capital outlay (500)											37,574			37,574		204,580	37,574	(167,006)	18%
Insurance/Other (600)	1,204,466	4,428	33,646	35,418	1,723	3,045	18,204	5,138	10,024	8,262	4,049	19,549	1,018	1,348,971		1,387,759	1,347,953	(38,788)	97%
Interfund Transfers (700)												1,345,198		1,345,198		1,345,198	1,345,198	-	100%
Contingency (800)														0		3,750,000	-	(3,750,000)	0%
Unappropriated Funds (800)														0		5,449,457	-	(5,449,457)	0%
Total Monthly Expenditures	**3,462,439**	**2,213,601**	**5,699,105**	**6,548,281**	**6,273,329**	**5,923,649**	**5,821,823**	**6,264,365**	**5,437,871**	**6,462,503**	**5,113,640**	**15,081,327**	**371,710**	**74,673,642**		**88,048,865**	**74,301,932**	**(13,375,223)**	**84%**
CUMULATIVE EXPENDITURES	**3,462,439**	**5,676,040**	**11,375,145**	**17,923,426**	**24,196,755**	**30,120,404**	**35,942,227**	**42,206,592**	**47,644,463**	**54,106,966**	**59,220,606**	**74,301,932**	**74,673,642**						
Month-end Fund Balance	**15,543,188**	**15,431,240**	**11,807,109**	**7,312,801**	**41,583,569**	**41,319,124**	**39,242,190**	**36,027,386**	**34,358,766**	**30,546,993**	**28,986,907**	**16,247,944**	**15,876,234**	**15,876,234**				**16,247,944**	

Revenue Assumptions:

Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years

*** Local Revenue - Projected**	**49,509,215**	
Local Revenue included in 5/1/25 SSF Estimate	48,636,627	
Estimated 2024/25 SSF Adjustment (May 2026)	**(872,588)**	Depends on Actual Local Revenue at Yr End
Anticipated Ending Fund Balance	**15,003,646**	
Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(9,199,457)	Restricted
Less Estimated Building Ending Fund Balance for use in 2025-26	(1,000,228)	Restricted
Excess Ending Fund Balance	**4,803,962**	

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years

Prior Period Adjustments - moved Tech & F/M staff wages/benefits to bond fund for bond projects, or expenses to grants.

Excess Ending Fund Balance Sources:

Beginning Fund Balance Excess	1,268,292
Facilities/Maint Payroll to Bond	645,056
Tech Payroll to Bond	24,113
23-24 Federal Forest Fees	266,349
24-25 Federal Forest Fees	324,978
24-25 SSF Reconciliation	954,461
Operations	1,320,712
Total	**4,803,962**

Monthly ADMr - Prior Years

2019-20	2020-21	2021-22	2022-23	2023-24	2024-25		Monthly ADMr 2025-26	YTD ADMr 2025-26	Yr to Yr Diff	Budgeted	YTD Budget Diff
5,567.9	4,892.4	5,163.5	5,095.5	4,959.1	4,775.6	September	4,641.8	4,641.8	(133.8)	4,536.5	105.3
5,586.5	4,945.8	5,189.8	5,111.6	4,984.2	4,767.7	October	4,643.9	4,641.6	(123.8)		105.1
5,596.7	4,968.0	5,191.8	5,109.0	4,974.9	4,757.7	November	4,626.9	4,624.2	(130.8)		87.7
5,585.9	5,089.1	5,192.9	5,098.5	4,961.0	4,746.6	December	4,609.3	4,631.3	(137.3)		94.8
5,577.6	5,054.0	5,184.1	5,095.4	4,945.4	4,726.8	January	4,610.4	4,626.1	(116.4)		89.6
5,569.1	5,052.3	5,180.8	5,103.0	4,935.4	4,716.6	February	4,599.5	4,622.0	(117.1)		85.5
COVID-19	5,048.6	5,170.4	5,101.0	4,911.4	4,709.8	March	4,581.3	4,616.4	(128.5)		79.9
ADM Frozen	5,048.6	5,167.2	5,097.6	4,872.3	4,700.5	April	4,550.5	4,606.6	(150.0)		70.1
2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8	4,859.1	4,690.4	May	4,524.9	4,596.5	(165.5)		60.0
	5,090.2	5,122.6	5,007.0	4,833.5	4,618.9	June - Prelim	**4516.2**	**4,591.5**	(102.7)		55.0
	5,090.2	5,122.6	5,072.2	4,916.2	4,687.2	June YTD					
Difference	(478.90)	32.40	(50.40)	(155.96)	(229.04)						

Lincoln County School District
2025-26 Monthly Comparison - General Fund Projected to Actual
June 2026 at August 7, 2026 - Unaudited

REVENUES	Projected**	Actual	Actual Compared to Projected		Comments
LOCAL SOURCES:					
Current year's levy	1,180,286	1,250,732	70,446	*	
Prior years' taxes	108,326	212,672	104,346	*	
Interest on Investments	94,442	280,982	186,540		
Fees Charged to Grants	143,396	69,892	(73,504)		Expense/timing varies
Rentals	1,869		(1,869)		
Contributions			-		
Other Local Income	130,580	169,917	39,337		
INTERMEDIATE SOURCES:					
ESD - Severe Disability Support			-		
County School Fund			-	*	Expected in June
Other, Hvy Eq Rent Tax, etc		1,864	1,864		
STATE SOURCES:					
SSF- Current Year			-	*	
SSF- Prior Year			-	*	
Common School Fund		356,304	356,304	*	
State Timber	277,429		(277,429)	*	
Unrestricted Grants			-	*	
FEDERAL SOURCES:					
Federal Forest Fees			-		
Foster Care Transport Reimb			-		
OTHER RESOURCES:					
Interfund Transfer			-		
Sale of Assets/Ins Proceeds			-		
Beginning Fund Balance			-		
Total Monthly Revenue	**1,936,328**	**2,342,363**	**406,035**		
EXPENDITURES					
Salaries (100)	7,071,825	7,220,492	148,667		
Employee benefits (200)	3,900,970	3,220,526	(680,444)		
Purchased services (300)	3,165,410	3,208,757	43,347		
Supplies (400)	274,066	66,805	(207,262)		
Capital outlay (500)	36,486		(36,486)		
Insurance/Other (600)	28,605	19,549	(9,056)		
Interfund Transfers (700)	1,345,198	1,345,198	-		
Contingency (800)					
Unappropriated Funds (800)					
Total Monthly Expenditures	**15,822,561**	**15,081,327**	**(741,234)**		

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

** Projections based on budget and average % received/expended during same time period over past 7 years. Updated 12/4/25

Lincoln County School District

2025-26 General Fund - Purchased Services Monthly Comparison

June 2026 at August 7, 2026

	July	Aug	Sept		Oct	Nov	Dec	Jan		Feb	March		April		May		June	YTD Total
Prof Instruction Svcs	400	988	29,919		73,764	62,803	47,616	52,822		54,353	52,929		44,871		52,334		246,170	718,970
Cleaning Services	195,560	195,560	195,560		195,560	195,560	195,560			391,121	200,876		196,937		195,560		195,560	2,353,417
Repairs & Maint	45,180	59,774	28,638		24,319	10,191	17,292	29,105		9,828	26,905		21,189		8,698		78,207	359,325
Rentals	1,615	29,368	1,615		8,440	2,403	4,638	3,077		1,702	1,425		2,215		2,998		904	60,400
Utilities	134	36,667	115,382		120,757	137,600	159,969	182,761		173,014	175,123		164,310		162,925		282,649	1,711,292
Transportation	77	3,668	190,620	B	874,441	681,519	508,716	519,057		639,106	126,806	D	1,095,091	E	34,623	G	1,717,579	6,391,303
Travel	1,862	7,149	756		4,138	8,368	3,163	3,730		15,405	5,988		3,067		9,808		3,299	66,735
Telephone		8,522	4,330		12,695	4,688	9,663	17,195		5,530	16,095		24,715		15,522		34,486	153,441
Postage	2,042	1,529	3,515		3,879	2,176	5,719	2,060		5,475	2,303		1,706		9,569		2,956	42,930
Advertising	115	15									5		700		71		233	1,139
Printing & Binding	4,147	4,956	15,655		12,375	10,503	7,273	13,012		4,028	14,969		4,243		9,641		27,460	128,264
Data Lines		390	300		492	195	127	231		128	254		197		217		331	2,863
Charter School Pmts	1,027,152	513,577	513,577		513,577	513,577	513,577	513,577	C	439,315	439,315		439,314	F		F	493,023	5,919,581
Tuition		33,166	33,166		32,096	33,166	32,096	33,166		33,166	29,956		33,166				97,357	390,499
Audit Services					15,000			2,925									13,500	31,425
Legal Services		300	1,476		19,976	6,974	4,082	4,030		4,292	2,030		151		7,744		4,062	55,115
Architect/Engr Svcs					1,065	400												1,465
Neg/Labor Consltg								1,630										1,630
Managemnt Svcs							23,276											23,276
Data/Tech Svcs													2,500					2,500
Election Services																		-
Other Gen Prof Svcs	40,537	9,375	112		1,227	838	2,127	8,400		1,084	37,391		619		6,804		10,981	119,494
Total	**1,318,821**	**905,005**	**1,134,622**		**1,913,800**	**1,670,961**	**1,534,895**	**1,386,778**		**1,777,548**	**1,132,370**		**2,034,992**		**516,513**		**3,208,757**	**18,535,063**

For Reference Only:													
Less Transportation	(77)	(3,668)	(190,620)	(874,441)	(681,519)	(508,716)	(519,057)	(639,106)	(126,806)	(1,095,091)	(34,623)	(1,717,579)	
Charter Sch Pmts	(1,027,152)	(513,577)	(513,577)	(513,577)	(513,577)	(513,577)	(513,577)	(439,315)	(439,315)	(439,314)	-	(493,023)	
Purchased Services	**291,593**	**387,760**	**430,425**	**525,782**	**475,865**	**512,602**	**354,144**	**699,127**	**566,249**	**500,587**	**481,891**	**998,156**	**A**

Notes:

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

B: Includes July - Sept Invoices with Fixed Costs

C: Adjusted payments to 2/20/26 SSF Estimate

D: Includes February Transportation Invoice paid April 1st

E: April Transportation invoices will be paid in June $639,037

F: Charter School May 25-26 payments and 24-25 final reconciled payment should have been made in May but were paid out the first week of June. $493,023

G: April, May & June Transportation

LINCOLN COUNTY SCHOOL DISTRICT

2025-26 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS June 30, 2026 as of August 7, 2026 - UNAUDITED

Special Revenues & Grants (200-285 & 900-994)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local	2,644,752		1,570,513	1,074,239
Intermediate				
State	4,950,873		1,582,606	3,368,267
Federal	8,052,924		5,083,095	2,969,829
Beg. Fund Balance *	2,946,543		2,830,894	115,649
Total Revenues	18,595,092		11,067,108	7,527,984
Expenditures:				
Instruction	5,493,536	9,931	4,018,815	1,464,790
Support Services	8,397,531	4,251	3,204,007	5,189,272
Enterprise	854,442	35	344,729	509,678
Facilities Acq & Const	3,849,584		912,755	2,936,829
End Fund Bal/Tfrs				0
Total Expenditures	18,595,092	14,217	8,480,306	10,100,569
Fund Balance			**2,586,802** ***	

Indigenous Peoples (286)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	86,279		186,279	(100,000)
Total Revenues	86,279	0	186,279	(100,000)
Expenditures:				
Instruction	86,279		8,021	78,258
Support Services			1,682	(1,682)
End Fund Balance				0
Total Expenditures	86,279	0	9,704	76,575
Fund Balance			**176,575**	
Less Encumbered			0	
Available for Expenditure			**176,575**	

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

Pre-School Promise (288)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
State	596,080		529,525	66,555
Beg. Fund Balance*			0	0
Total Revenues	596,080		529,525	66,555
Expenditures:				
Instruction	525,968		485,681	40,286
Support Services	50,996		43,844	7,152
Enterprise	19,116			19,116
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	596,080	0	529,525	66,555
Fund Balance			**0** ***	

Student Investment Account (289/989)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
State	5,037,550		5,037,550	0
Beg. Fund Balance*				0
Total Revenues	5,037,550		5,037,550	0
Expenditures:				
Instruction	2,541,627		2,239,267	302,360
Support Services	2,231,186	363	2,259,921	(29,098)
Enterprise	264,736		247,989	16,747
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	5,037,550	363	4,747,177	290,010
Fund Balance			**290,373** ***	

Curriculum (290)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local	80,000		175,841	(95,841)
Transfers	500,000		500,000	0
Beg. Fund Balance*	5,440,952		4,908,824	532,128
Total Revenues	6,020,952		5,584,665	436,287
Expenditures:				
Instruction	1,098,000		1,027,124	70,876
Support Services				0
Contingency	4,922,952			4,922,952
End Fund Balance				
Total Expenditures	6,020,952	0	1,027,124	4,993,828
Fund Balance			**4,557,541**	
Less Encumbered			0	
Available for Expenditure			**4,557,541**	

Small Schools Grant (291) WHS & Toledo Jr/Sr HS	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local			6,545	(6,545)
State	72,519		83,439	(10,920)
Beg. Fund Balance *	205,142		172,991	32,151
Total Revenues	277,661		262,975	14,686
Expenditures:				
Instruction	180,216		32,565	147,651
Support Services	24,926		19,958	4,968
Enterprise				0
Facilities Acq & Const				
Conting/End Fund Bal	72,519			72,519
Total Expenditures	277,661	0	52,523	225,138
Fund Balance			**210,452**	
Less Encumbered			0	
Available for Expenditure			**210,452**	

High School Success (292)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
State	1,534,608		1,534,608	0
Beg. Fund Balance *				0
Total Revenues	1,534,608		1,534,608	0
Expenditures:				
Instruction	812,675		716,450	96,225
Support Services	721,933		368,151	353,781
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	1,534,608	0	1,084,601	450,007
Fund Balance			**450,007** ***	

Building Maintenance (293)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local	50,000		96,211	(46,211)
Federal				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance *	2,185,005		2,433,348	(248,343)
Total Revenues	2,235,005		2,529,559	(294,554)
Expenditures:				
Instruction	375,000			375,000
Support Services	675,000	3,423	154,324	517,253
Facilities Acq & Const	1,185,005		332,958	852,047
End Fund Bal/Tfrs				
Total Expenditures	2,235,005	3,423	487,282	1,744,301
Fund Balance			**2,042,278**	
Less Encumbered			3,423	
Available for Expenditure			**2,038,855**	

***** **Beginning Fund Balances are Audited**
****** **Fund Balances do NOT include encumbered expenditures**
******* **Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT

2025-26 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS June 30, 2026 as of August 7, 2026 - UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	269,150		169,854	99,296
State	125,000		48,106	76,894
Federal	3,326,636		2,634,881	691,756
Sale/Loss of Assets			76,537	(76,537)
Beg. Fund Balance *	100,000		196,889	(96,889)
Total Revenues	3,820,786		3,126,267	694,519
Expenditures:				
Instruction	68,210		32,145	36,065
Support Services	37,724		34,987	2,737
Enterprise	3,714,852	1,376	2,904,869	808,607
Total Expenditures	3,820,786	1,376	2,972,001	847,409
Fund Balance			**154,266** ***	
Student Activities (295)				
Revenues:				
Local	1,380,723		1,570,821	(190,098)
Beg. Fund Balance *	1,500,000		1,303,089	196,911
Total Revenues	2,880,723		2,873,910	6,813
Expenditures:				
Instruction	1,500,723	8,808	1,399,094	92,820
Support Services	110,000		35,681	74,319
Enterprise	100,000		55,988	44,012
Facilities Acq & Const				0
Contingency	1,170,000			1,170,000
Total Expenditures	2,880,723	8,808	1,490,764	1,381,151
Fund Balance			**1,383,147**	
Less Encumbered			8,808	
Available for Expenditure			**1,374,338**	
Outdoor School for All (296)				
Revenues:				
State	186,114		1,000	185,114
Total Revenues	186,114		1,000	185,114
Expenditures:				
Instruction	173,391		130,610	42,782
Support Services	12,722		6,350	6,372
Total Expenditures	186,114	0	136,959	49,154
Fund Balance			**(135,959)** ***	
Technology (298)				
Revenues:				
Local	20,515		188,258	(167,743)
Transfers	500,000		500,000	0
Beg. Fund Balance*	4,475,000		4,438,189	36,811
Total Revenues	4,995,515		5,126,446	(130,931)
Expenditures:				
Instruction	334,000		101,444	232,556
Support Services	463,989	332,272	504,588	(372,871)
Contingency	1,000,000			1,000,000
End Fund Balance	3,197,526	3,197,526		0
Total Expenditures	4,995,515	3,529,798	606,032	859,686
Fund Balance			**4,520,415**	
Less Encumbered			3,529,798	
Available for Expenditure			**990,617**	

	Budget	Encumb'd	YTD Actual	Remaining
Vehicle Replacement (299)				
Revenues:				
Local	128,500		4,138	124,362
Sale of Assets			3,500	(3,500)
Beg. Fund Balance *	96,557		163,144	(66,587)
Total Revenues	225,057		170,782	54,275
Expenditures:				
Support Services	225,057	0	75,376	149,681
End Fund Balance				
Total Expenditures	225,057	0	75,376	149,681
Fund Balance			**95,406**	
Less Encumbered			0	
Available for Expenditure			**95,406**	
PERS Bonds Debt Service (320)				
Revenues:				
Local	4,850,636		4,187,747	662,889
Beg. Fund Balance *	7,162,566		8,843,137	(1,680,571)
Total Revenues	12,013,202		13,030,884	(1,017,682)
Expenditures:				
Debt Service	6,167,240		6,167,240	0
End Fund Balance	5,845,962			5,845,962
Total Expenditures	12,013,202	0	6,167,240	5,845,962
Fund Balance			**6,863,644**	
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,179,420		6,455,526	(276,106)
Transfers	6,695,000		6,695,000	0
Beg. Fund Balance *	8,862,585		9,447,305	(584,720)
Total Revenues	21,737,005		22,597,832	(860,827)
Expenditures:				
Debt Service	15,042,000		15,040,852	1,148
Transfers	6,695,005		6,695,000	5
End Fund Balance				0
Total Expenditures	21,737,005	0	21,735,852	1,153
Fund Balance			**861,980**	
Capital Construction Fund (405)				
Revenues:				
Local	620,000		709,323	(89,323)
Beg. Fund Balance *	1,944,505		1,971,770	(27,265)
Total Revenues	2,564,505		2,681,093	(116,588)
Expenditures:				
Support Services	510,000		42,999	467,001
Facilities Acq & Const	2,054,505	502,258	430,676	1,121,571
Total Expenditures	2,564,505	502,258	473,675	1,588,572
Fund Balance			**2,207,418**	
Less Encumbered			502,258	
Available for Expenditure			**1,705,160**	

	Budget	Encumb'd	YTD Actual	Remaining
OSCIM Grant - Capital Construction Fund (426)				
Revenues:				
State				0
Beg. Fund Balance *				0
Total Revenues	0		0	0
Expenditures:				
Support Services				0
Facilities Acq & Const				0
Total Expenditures	0	0	0	0
Fund Balance			**0**	
Less Encumbered			0	
Available for Expenditure			**0**	
Future Property Purchases Reserve (420)				
Revenues:				
Local	25,000		47,486	(22,486)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,156,355		1,182,565	(26,210)
Total Revenues	1,181,355		1,230,051	(48,696)
Expenditures:				
Facilities Acq & Const	1,181,350		100,000	1,081,350
Transfers	5			
Total Expenditures	1,181,355		100,000	1,081,355
Fund Balance			**1,130,051**	
Dental/Vision Self Insurance (610)				
Revenues:				
Local	1,011,583		996,835	14,748
Beg. Fund Balance *	1,356,628		1,332,871	23,757
Total Revenues	2,368,211		2,329,706	38,505
Expenditures:				
Support Services	988,107		993,963	(5,856)
Contingency	1,380,104			1,380,104
Total Expenditures	2,368,211		993,963	1,374,248
Fund Balance			**1,335,743**	
Less Encumbered			0	
Available for Expenditure			**1,335,743**	
District Medical Group HRA (620)				
Revenues:				
Local	910,000		1,129,624	(219,624)
Beg. Fund Balance	3,217,270		3,438,617	(221,347)
Total Revenues	4,127,270		4,568,241	(440,971)
Expenditures:				
Support Services	1,114,655		627,586	487,069
Contingency	3,012,615			3,012,615
Total Expenditures	4,127,270	0	627,586	3,499,684
Fund Balance			**3,940,655**	
Less Encumbered			0	
Available for Expenditure			**3,940,655**	

***** **Beginning Fund Balances are Audited**

****** **Fund Balances do NOT include encumbered expenditures**

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

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $25,000 - All Funds
2025-26 Fiscal Year
June 2026

Date	Payee	Description		Amount
6/3/2026	EDDYVILLE CHARTER SCHOOL	25-26 SSF PAYMENTS - MAY	$	295,590.74
6/3/2026	SILETZ VALLEY CHARTER SCHOOL	25-26 SSF PAYMENTS - MAY	$	188,092.50
6/5/2026	THINKMATE	TECH OPS SVCS-SERVER HARDWARE	$	52,074.00
6/5/2026	OREGON COAST COMMUNITY COLLEGE	PROF INSTRUC SVCS FOR STUDENTS-HSS/GF	$	172,465.00
6/5/2026	SODEXO, INC & AFFILIATES (CUST)	25-26 CONTRACTED SERVICES	$	200,353.87
6/12/2026	SUTTLE LAKE CAMP	OUTDOOR SCHOOL-NMS	$	40,656.00
6/12/2026	SPRINGHOUSE PROFESSIONALS LLC	PROF SVCS SPED-EAST AREA	$	26,149.00
6/12/2026	LATHAM CENTERS, INC.	TUITION-SPECIAL ED OUT OF STATE PLACEMENT	$	65,261.46
6/12/2026	EDDYVILLE CHARTER SCHOOL	SIA & CSI-TSI GRANT REIMBURSEMENTS	$	30,455.31
6/12/2026	FIRST STUDENT, INC.	STUDENT TRANSPORTATION-APRIL	$	649,894.55
6/18/2026	FIRST STUDENT, INC.	STUDENT TRANSPORTATION-MAY	$	640,419.60
6/19/2026	THE CHILDREN'S HEALTH MARKET	ELEM HEALTH CURRICULUM	$	149,843.20
6/19/2026	NORTHWEST TEXTBOOK DEPOSITORY	SECONDARY SOCIAL SCIENCE CURRICULUM	$	294,551.96
6/26/2026	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACTED SERVICES	$	319,525.68
6/26/2026	BARTMAN FLOORING LLC	GYM FLOOR SCREEN & COAT-VARIOUS LOCS	$	30,179.00

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $25,000 - All Funds
2025-26 Fiscal Year
July 2026

Date	Payee	Description		Amount
7/2/2026	EDDYVILLE CHARTER SCHOOL	GRANT REIMBURSEMENTS	$	77,716.32
7/17/2026	FIRST STUDENT, INC.	STUDENT TRANSPORTATION - JUNE	$	362,585.29
7/17/2026	SILETZ VALLEY CHARTER SCHOOL	GRANT REIMBURSEMENTS	$	88,849.50
7/17/2026	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACTED SERVICES - JUNE	$	131,274.07
7/17/2026	OETC	TECH CHARGING CARTS -OLE, TAES, YVE	$	101,443.76
7/17/2026	LATHAM CENTERS, INC.	TUITION-SPECIAL ED OUT OF STATE PLACEMENT	$	32,095.80
7/17/2026	DSL BUILDERS, LLC	SEISMIC GRANT CONTRACT-YVE	$	597,088.65

LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
June 30, 2026

Piper Sandler & Co Brokerage Account, Bank of New York - Pershing		
US Treasury Fixed Income Securities 3.54%		
Beginning Balance	$	5,398,380
Additions		94,346
Reductions		5,492,726
Ending Balance	**$**	**-**
Oregon State Treasury - Local Government Investment Pool		
Beginning Balance	$	30,534,763
Additions		11,444,800
Reductions		0
Ending Balance	**$**	**41,979,563**
Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds		
Beginning Balance	$	2,772,028
Additions		7,343
Reductions		2,693,150
Ending Balance	**$**	**86,221**
Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds		
Beginning Balance	$	3,146,237
Additions		8,323
Reductions		3,072,970
Ending Balance	**$**	**81,590**
Oregon Coast Bank - Money Market Account		
Beginning Balance	$	25,531,231
Additions		5,462,531
Reductions		25,254,000
Ending Balance	**$**	**5,739,763**
Oregon Coast Bank - 9 Month Time CD (Fund 331 QSCB Sinking Fund)		
Beginning Balance	$	-
Additions		-
Reductions		-
Ending Balance	**$**	**-**
Monthly Totals		
Beginning Balance	$	61,984,260
Additions	$	16,922,997
Reductions	$	31,020,120
Ending Balance	**$**	**47,887,137**

Interest Rates	**Apr**	**May**	**June**
LGIP	**4.00%**	**4.00%**	**4.00%**
Oregon Coast Bank	**4.05%**	**4.05%**	**4.05%**

2. Monthly Financial Report - July

General Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2026-27
Year To Date Transactions as of July 31, 2026 - UNAUDITED

	Period 1 Actual July '26	Period 2 Projected Aug '26	Period 3 Projected Sept '26	Period 4 Projected Oct '26	Period 5 Projected Nov '26	Period 6 Projected Dec '26	Period 7 Projected Jan '27	Period 8 Projected Feb '27	Period 9 Projected March '27	Period 10 Projected April '27	Period 11 Projected May '27	Period 12 Projected June '27	Period 13 Projected July '27	Projected 2026-27 Totals		Adopted 2026-27 BUDGET	Year-To-Date 2026-27 Actuals	YTD Diff Budget vs. Projected	% of Budget
R E V E N U E S																			
LOCAL SOURCES:																			
Current year's levy					37,042,774	6,479,800	694,938	252,314	1,201,557	171,815	174,917	1,205,570	509,056	47,732,741	*	47,732,741	47,223,685	-	99%
Prior years' taxes	439	138,961	95,310	105,332	53,296	93,425	37,224	34,302	114,691	(39,725)	32,229	113,099	26,856	805,439	*	805,000	778,583	439	97%
Interest on Investments	179,441	41,427	37,641	30,002	46,080	105,286	85,498	76,116	72,140	37,755	62,478	103,841	25,458	903,163		762,800	877,705	140,363	115%
Fees Charged to Grants			12,300	19,725	19,994	17,958	32,369	24,274	29,505	34,503	27,602	139,701	78,587	436,518		436,518	357,931	-	82%
Rentals												10,000		10,000		10,000	10,000	-	100%
Contributions														0			-	-	#DIV/0!
Other Local Income	(2,466)	19,307	42,374	61,548	83,084	132,573	129,323	55,157	128,874	111,284	100,340	162,971	495,025	1,519,394		1,547,074	1,024,369	(27,680)	66%
INTERMEDIATE SOURCES:																	-		
ESD - Severe Disab Support						230,542								230,542		230,542	230,542	-	100%
County School Fund	29					100,000		100,000			100,000			300,029	*	300,000	300,029	29	100%
Other, Hvy Eq Rent Tax, etc														0			-	-	#DIV/0!
STATE SOURCES:																	-		
SSF- Current Year	3,815,495	1,931,949	1,931,949	1,931,507	1,945,328	1,956,370	1,949,922	1,972,660	1,942,867	1,835,246	1,810,145			23,023,438		23,074,161	23,023,438	(50,723)	100%
SSF- Prior Year														0			-	-	#DIV/0!
Common School Fund								356,890				296,777		653,667	*	653,667	653,667	-	100%
State Timber					144,819			188,442			166,739			500,000	*	500,000	500,000	-	100%
Unrstd Grants, HCD, Wildfire											200,000			200,000		200,000	200,000	-	100%
FEDERAL SOURCES:																	-		
Federal Forest Fees	74					150,000						150,000		300,074		300,000	300,074	74	100%
Foster Care Transp Reimb						25,000						25,000		50,000		50,000	50,000	-	100%
OTHER RESOURCES:																	-		
Interfund Transfer													5	5		5	-	-	0%
Sale of Assets/Ins Proceeds														0			-	-	#DIV/0!
Beginning Fund Balance (Est)	15,003,646													15,003,646		13,236,456	15,003,646	1,767,190	113%
Total Monthly Revenues	**13,236,456**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**91,668,655**		**89,838,964**	**90,533,668**	**1,829,691**	**101%**
CUMULATIVE RESOURCES	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**	**13,236,456**						
E X P E N D I T U R E S																			
Salaries (100)	643,409	858,419	2,900,975	2,959,645	3,120,857	2,971,607	2,938,351	3,055,652	2,934,908	2,889,461	3,092,463	7,104,283		35,470,030		35,481,907	35,470,030	(11,877)	100%
Employee benefits (200)	287,149	410,465	1,590,330	1,634,620	1,658,062	1,605,104	1,602,859	1,620,256	1,611,217	1,617,101	1,655,453	4,012,975	9,317	19,314,908		19,343,784	19,305,591	(28,875)	100%
Purchased services (300)	1,087,192	1,353,776	1,206,820	1,601,864	1,396,428	2,065,860	1,748,187	1,723,999	1,647,102	1,808,851	1,932,155	2,353,113	383,294	20,308,641		20,329,605	19,925,347	(20,964)	98%
Supplies (400)	105,480	239,799	217,037	152,841	142,400	140,252	116,769	100,647	87,335	168,983	196,721	196,908	86,502	1,951,674		1,986,590	1,865,172	(34,917)	94%
Capital outlay (500)		46,269		10,981	5,172	11,928		4,756	3,705	33,387	29,139	48,453	7,036	200,826		210,000	193,790	(9,174)	92%
Insurance/Other (600)	1,303,174	43,976	37,436	27,049	27,936	15,753	13,626	6,097	7,141	8,657	34,431	30,696	11,949	1,567,921		1,489,317	1,555,972	78,604	104%
Interfund Transfers (700)												1,804,015		1,804,015		1,804,015	1,804,015	-	100%
Contingency (800)														0		3,750,000	-	(3,750,000)	0%
Unappropriated Funds (800)														0		5,443,746	-	(5,443,746)	0%
Total Monthly Expenditures	**3,426,404**	**2,952,704**	**5,952,598**	**6,387,000**	**6,350,855**	**6,810,504**	**6,419,792**	**6,511,407**	**6,291,408**	**6,526,440**	**6,940,362**	**15,550,443**	**498,098**	**80,618,015**		**89,838,964**	**80,119,917**	**(9,220,949)**	**89%**
CUMULATIVE EXPENDITURES	**3,426,404**	**6,379,108**	**12,331,706**	**18,718,706**	**25,069,561**	**31,880,065**	**38,299,857**	**44,811,264**	**51,102,672**	**57,629,112**	**64,569,474**	**80,119,917**	**80,618,015**						
Month-end Fund Balance	**9,810,052**	**6,857,348**	**904,750**	**(5,482,250)**	**(11,833,105)**	**(18,643,609)**	**(25,063,401)**	**(31,574,808)**	**(37,866,216)**	**(44,392,656)**	**(51,333,018)**	**(66,883,461)**	**(67,381,559)**	**11,050,640**				**10,413,751**	

Revenue Assumptions:

Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years

Beginning Fund Balance is estimated as of 8/6/2026 and includes estimated building carryover

*** Local Revenue - Projected**	**49,991,876**	
Local Revenue included in 3/2/26 SSF Estimate	49,991,408	
Estimated 2025/26 SSF Adjustment (May 2027)	**(468)**	Depends on Actual Local Revenue at Yr End
Anticipated Ending Fund Balance	**11,050,172**	
Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(9,193,746)	Restricted
Less Estimated Building Ending Fund Balance for use in 2026-27	(1,130,000)	Restricted
Excess Ending Fund Balance	**726,426**	

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years

Monthly ADMr - Prior Years							Monthly ADMr	YTD ADMr	Yr to Yr Diff	Budgeted	YTD Budget Diff
2020-21	2021-22	2022-23	2023-24	2024-25	2025-26		2026-27	2026-27			
4,892.4	5,163.5	5,095.5	4,959.1	4,775.6	4,641.8	September				4,463.3	
4,945.8	5,189.8	5,111.6	4,984.2	4,767.7	4,641.6	October					
4,968.0	5,191.8	5,109.0	4,974.9	4,757.7	4,624.2	November					
5,089.1	5,192.9	5,098.5	4,961.0	4,746.6	4,631.3	December					
5,054.0	5,184.1	5,095.4	4,945.4	4,726.8	4,626.1	January					
5,052.3	5,180.8	5,103.0	4,935.4	4,716.6	4,622.0	February					
5,048.6	5,170.4	5,101.0	4,911.4	4,709.8	4,616.4	March					
5,048.6	5,167.2	5,097.6	4,872.3	4,700.5	4,606.6	April					
5,049.0	5,157.0	5,093.8	4,859.1	4,690.4	4,596.5	May					
5,090.2	5,122.6	5,007.0	4,833.5	4,618.9	4,591.5	June					
5,090.2	5,122.6	5,072.2	4,916.2	4,687.2	4,591.5	June YTD (Prelim for 25-26)					
Difference	32.39	(50.40)	(155.96)	(229.04)	(95.70)						

Lincoln County School District
2026-27 Monthly Comparison - General Fund Projected to Actual
July 2026 - Unaudited

REVENUES	Projected**	Actual	Actual Compared to Projected		Comments
LOCAL SOURCES:					
Current year's levy			-	*	
Prior years' taxes		439	439	*	
Interest on Investments	39,078	179,441	140,363		Segregated Int Not Done
Fees Charged to Grants			-		Expense/timing varies
Rentals			-		
Contributions			-		
Other Local Income	25,214	(2,466)	(27,680)		
INTERMEDIATE SOURCES:					
ESD - Severe Disability Support			-		
County School Fund		29	29	*	Lane County
Other, Hvy Eq Rent Tax, etc			-		
STATE SOURCES:					
SSF- Current Year	3,866,218	3,815,495	(50,723)	*	
SSF- Prior Year			-	*	
Common School Fund			-	*	
State Timber			-	*	
Unrestricted Grants			-	*	
FEDERAL SOURCES:					
Federal Forest Fees		74	74		Lane County
Foster Care Transport Reimb			-		
OTHER RESOURCES:					
Interfund Transfer			-		
Sale of Assets/Ins Proceeds			-		
Beginning Fund Balance	13,236,456	15,003,646	1,767,190		$1,130,000 Bldg Carryover
Total Monthly Revenue	**17,166,966**	**18,996,657**	**1,829,691**		
EXPENDITURES					
Salaries (100)	655,286	643,409	(11,877)		
Employee benefits (200)	316,031	287,149	(28,882)		
Purchased services (300)	1,108,155	1,087,192	(20,963)		
Supplies (400)	140,395	105,480	(34,915)		
Capital outlay (500)	9,174		(9,174)		
Insurance/Other (600)	1,224,566	1,303,174	78,608		
Interfund Transfers (700)			-		
Contingency (800)					
Unappropriated Funds (800)					
Total Monthly Expenditures	**3,453,607**	**3,426,404**	**(27,203)**		

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

** Projections based on budget and average % received/expended during same time period over past 7 years.

Lincoln County School District
2026-27 General Fund - Purchased Services Monthly Comparison
July 2026

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	YTD Total
Prof Instruction Svcs	3,993													3,993
Cleaning Services														-
Repairs & Maint	2,902													2,902
Rentals	1,037													1,037
Utilities	1,740													1,740
Transportation	13,886													13,886
Travel	448													448
Telephone														-
Postage	1,504													1,504
Advertising														-
Printing & Binding														-
Data Lines														-
Charter School Pmts	1,019,796													1,019,796
Tuition														-
Audit Services														-
Legal Services														-
Architect/Engr Svcs														-
Neg/Labor Consltg														-
Managemnt Svcs														-
Data/Tech Svcs														-
Election Services														-
Other Gen Prof Svcs	41,888													41,888
Total	**1,087,192**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,087,192**
For Reference Only:														
Less Transportation	(13,886)	-	-	-	-	-	-	-	-	-	-	-	-	
Charter Sch Pmts	(1,019,796)	-	-	-	-	-	-	-	-	-	-	-	-	
Balance of Purchased Services	**53,511**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**A**

Notes:

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

LINCOLN COUNTY SCHOOL DISTRICT

2026-27 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS July 31, 2026 - UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	1,842,941		68	1,842,873
Intermediate				
State	3,561,381			3,561,381
Federal	7,364,641			7,364,641
Beg. Fund Balance *	3,177,214		2,586,802	590,412
Total Revenues	15,946,177		2,586,870	13,359,307
Expenditures:				
Instruction	5,413,058	2,852,083	43,143	2,517,832
Support Services	6,601,904	1,233,564	53,965	5,314,375
Enterprise	450,314	140,270	75	309,969
Facilities Acq & Const	3,480,901	112,644	1,145	3,367,112
End Fund Bal/Tfrs				0
Total Expenditures	15,946,177	4,338,562	98,327	11,509,288
Fund Balance			**2,488,543** ***	
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	176,813		176,575	238
Total Revenues	176,813	0	176,575	238
Expenditures:				
Instruction	176,813	9,014		167,799
Support Services				0
End Fund Balance				0
Total Expenditures	176,813	9,014	0	167,799
Fund Balance			**176,575**	
Less Encumbered			9,014	
Available for Expenditure			**167,562**	
Musical Instruments (287)				
Revenues:				
Transfers				0
Beg. Fund Balance*	533,661		533,656	5
Total Revenues	533,661		533,656	5
Expenditures:				
Instruction	393,000			393,000
Support Services	40,661			40,661
End Fund Balance	100,000			100,000
Total Expenditures	533,661	0	0	533,661
Fund Balance			**533,656**	
Less Encumbered			0	
Available for Expenditure			**533,656**	

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	672,824			672,824
Beg. Fund Balance*				0
Total Revenues	672,824		0	672,824
Expenditures:				
Instruction	620,993	401,607		219,386
Support Services	43,922	13,862	1,260	28,800
Enterprise	7,909			7,909
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	672,824	415,469	1,260	256,094
Fund Balance			**(1,260)** ***	
Student Investment Account (289/989)				
Revenues:				
State	5,501,097			5,501,097
Beg. Fund Balance*			290,373	(290,373)
Total Revenues	5,501,097		290,373	5,210,724
Expenditures:				
Instruction	2,815,099	2,153,921		661,178
Support Services	2,502,780	2,130,591		372,189
Enterprise	183,218			183,218
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	5,501,097	4,284,512	0	1,216,585
Fund Balance			**290,373** ***	
Curriculum (290)				
Revenues:				
Local	150,000			150,000
Transfers				0
Beg. Fund Balance*	5,358,178		4,557,541	800,637
Total Revenues	5,508,178		4,557,541	950,637
Expenditures:				
Instruction	1,050,000	10,803	282	1,038,914
Support Services				0
Contingency	4,458,178			4,458,178
End Fund Balance				
Total Expenditures	5,508,178	10,803	282	5,497,092
Fund Balance			**4,557,259**	
Less Encumbered			0	
Available for Expenditure			**4,557,259**	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo Jr/Sr HS				
Revenues:				
Local				0
State	118,000			118,000
Beg. Fund Balance *	132,598		210,452	(77,854)
Total Revenues	250,598		210,452	40,146
Expenditures:				
Instruction	161,223	9,419	9,419	142,384
Support Services	30,375			30,375
Enterprise				0
Facilities Acq & Const				
Conting/End Fund Bal	59,000			59,000
Total Expenditures	250,598	9,419	9,419	231,759
Fund Balance			**201,033**	
Less Encumbered			9,419	
Available for Expenditure			**191,613**	
High School Success (292)				
Revenues:				
State	1,876,290			1,876,290
Beg. Fund Balance *			450,007	(450,007)
Total Revenues	1,876,290		450,007	1,426,283
Expenditures:				
Instruction	1,055,575	463,723	17,644	574,208
Support Services	820,715	220,731	2,864	597,120
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	1,876,290	684,454	20,508	1,171,328
Fund Balance			**429,499** ***	
Building Maintenance (293)				
Revenues:				
Local	71,000		159	70,841
Federal				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance *	1,995,000		2,038,855	(43,855)
Total Revenues	2,066,000		2,039,014	26,986
Expenditures:				
Instruction	375,000			375,000
Support Services	640,000		1,730	638,270
Facilities Acq & Const	1,051,000	1,620		1,049,380
End Fund Bal/Tfrs				
Total Expenditures	2,066,000	1,620	1,730	2,062,650
Fund Balance			**2,037,284**	
Less Encumbered			1,620	
Available for Expenditure			**2,035,664**	

*** Beginning Fund Balances are Unaudited Estimates**
**** Fund Balances do NOT include encumbered expenditures**
***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT

2026-27 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS July 31, 2026 - UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	188,833			188,833
State				0
Federal	25,000			25,000
Sale/Loss of Assets	3799085			3,799,085
Beg. Fund Balance *	150,000		154,266	(4,266)
Total Revenues	4,162,918		154,266	4,008,652
Expenditures:				
Instruction	7,161	2,000		5,161
Support Services	39,734	37,031	3,364	(661)
Enterprise	3,991,023	130,006	21,874	3,839,143
Contingency	125,000			125,000
Total Expenditures	4,162,918	169,037	25,238	3,968,643
Fund Balance			**129,028** ***	
Student Activities (295)				
Revenues:				
Local	1,390,000		15,855	1,374,145
Beg. Fund Balance *	1,500,000		1,374,338	125,662
Total Revenues	2,890,000		1,390,193	1,499,807
Expenditures:				
Instruction	1,625,000	130,684	4,853	1,489,463
Support Services	110,000			110,000
Enterprise	105,000			105,000
Facilities Acq & Const		31,470		(31,470)
Contingency	1,050,000			1,050,000
Total Expenditures	2,890,000	162,154	4,853	2,722,993
Fund Balance			**1,385,340**	
Less Encumbered			162,154	
Available for Expenditure			**1,223,186**	
Outdoor School for All (296)				
Revenues:				
State	186,114		(135,959)	322,073
Total Revenues	186,114		(135,959)	322,073
Expenditures:				
Instruction	173,603			173,603
Support Services	12,511			12,511
Total Expenditures	186,114	0	0	186,114
Fund Balance			**(135,959)** ***	
Technology (298)				
Revenues:				
Local	807,128		45	807,083
Transfers				0
Beg. Fund Balance*	4,862,000		4,188,143	673,857
Total Revenues	5,669,128		4,188,188	1,480,940
Expenditures:				
Instruction				0
Support Services	1,503,038	392,464	4,452	1,106,123
Contingency	1,000,000			1,000,000
End Fund Balance	3,166,090			3,166,090
Total Expenditures	5,669,128	392,464	4,452	5,272,213
Fund Balance			**4,183,737**	
Less Encumbered			392,464	
Available for Expenditure			**3,791,273**	

	Budget	Encumb'd	YTD Actual	Remaining
Vehicle Replacement (299)				
Revenues:				
Local	44,500			44,500
Sale of Assets				0
Beg. Fund Balance *	221,968		95,406	126,562
Total Revenues	266,468		95,406	171,062
Expenditures:				
Support Services	266,468			266,468
End Fund Balance				
Total Expenditures	266,468	0	0	266,468
Fund Balance			**95,406**	
Less Encumbered			0	
Available for Expenditure			**95,406**	
PERS Bonds Debt Service (320)				
Revenues:				
Local	1,826,376		28,577	1,797,799
Beg. Fund Balance *	7,236,230		6,863,644	372,586
Total Revenues	9,062,606		6,892,222	2,170,384
Expenditures:				
Debt Service	6,165,771			6,165,771
End Fund Balance	2,896,835			2,896,835
Total Expenditures	9,062,606	0	0	9,062,606
Fund Balance			**6,892,222**	
GO Bonds Debt Service (330, 331 & 340)				
Revenues:				
Local	6,894,582		100	6,894,482
Transfers	1,450,010			1,450,010
Beg. Fund Balance *			861,980	(861,980)
Total Revenues	8,344,592		862,080	7,482,512
Expenditures:				
Debt Service	6,491,957			6,491,957
Transfers	730,005			730,005
End Fund Balance	1,122,630			1,122,630
Total Expenditures	8,344,592	0	0	8,344,592
Fund Balance			**862,080**	
Capital Construction Fund (405)				
Revenues:				
Local	555,000			555,000
Beg. Fund Balance *	1,500,000		2,205,160	(705,160)
Total Revenues	2,055,000		2,205,160	(150,160)
Expenditures:				
Support Services	500,000			500,000
Facilities Acq & Const	1,555,000	671,709	36,433	846,857
Total Expenditures	2,055,000	671,709	36,433	1,346,857
Fund Balance			**2,168,727**	
Less Encumbered			671,709	
Available for Expenditure			**1,497,018**	

	Budget	Encumb'd	YTD Actual	Remaining
Future Property Purchases Reserve (420)				
Revenues:				
Local	50,000			50,000
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,233,875		1,130,051	103,824
Total Revenues	1,283,875		1,130,051	153,824
Expenditures:				
Facilities Acq & Const	1,283,870			1,283,870
Transfers	5			5
Total Expenditures	1,283,875		0	1,283,875
Fund Balance			**1,130,051**	
OSCIM Grant - Capital Construction Fund (426)				
Revenues: State	6,000,000			6,000,000
Total Revenues	6,000,000		0	6,000,000
Expenditures:				
Facilities Acq & Const	6,000,000			6,000,000
Total Expenditures	6,000,000	0	0	6,000,000
Fund Balance			**0**	
Dental/Vision Self Insurance (610)				
Revenues:				
Local	1,098,000		11,866	1,086,134
Beg. Fund Balance *	1,420,815		1,335,743	85,072
Total Revenues	2,518,815		1,347,608	1,171,207
Expenditures:				
Support Services	1,170,000		87,729	1,082,271
Contingency	1,348,815			1,348,815
Total Expenditures	2,518,815		87,729	2,431,086
Fund Balance			**1,259,880**	
Less Encumbered			0	
Available for Expenditure			**1,259,880**	
District Medical Group HRA (620)				
Revenues:				
Local	1,270,775		4,413	1,266,362
Beg. Fund Balance	4,075,445		3,940,655	134,790
Total Revenues	5,346,220		3,945,068	1,401,152
Expenditures:				
Support Services	898,850	22,635	28,491	847,724
Contingency	4,447,370			4,447,370
Total Expenditures	5,346,220	22,635	28,491	5,295,094
Fund Balance			**3,916,577**	
Less Encumbered			22,635	
Available for Expenditure			**3,893,942**	
PERS Reserves (630)				
Revenues:				
Local	3,137,430		57,259	3,080,171
Transfers	1,804,000			
Beg. Fund Balance	345,178		345,178	0
Total Revenues	5,286,608		402,437	4,884,171
Expenditures:				
Contingency				0
End Fund Balance	5,286,608			5,286,608
Total Expenditures	5,286,608	0	0	5,286,608
Fund Balance			**402,437**	

* **Beginning Fund Balances are Unaudited Estimates**

** **Fund Balances do NOT include encumbered expenditures**

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

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $25,000 - All Funds
2026-27 Fiscal Year
July 2026

Date	Payee	Description	Amount
7/17/2026	SILETZ VALLEY CHARTER SCHOOL	26-27 SSF PAYMENT	$ 421,503.00
7/17/2026	EDDYVILLE CHARTER SCHOOL	26-27 SSF PAYMENT	$ 598,293.00
7/22/2026	PACE	26-27 PROPERTY & LIABILITY INSURANCE	$ 1,193,739.00
7/22/2026	BROWN & BROWN NORTHWEST	26-27 SVC FEE, EXCESS LIABILITY INS W/CYBER	$ 143,050.00

LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
July 31, 2026

Oregon State Treasury - Local Government Investment Pool		
Beginning Balance	$	41,979,563
Additions		3,608,709
Reductions		4,800,000
Ending Balance	**$**	**40,788,272**
Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds		
Beginning Balance	$	86,221
Additions		516,795
Reductions		0
Ending Balance	**$**	**603,016**
Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds		
Beginning Balance	$	81,591
Additions		537,944
Reductions		0
Ending Balance	**$**	**619,535**
Oregon Coast Bank - Money Market Account		
Beginning Balance	$	5,739,763
Additions		9,634,223
Reductions		5,250,000
Ending Balance	**$**	**10,123,986**
Monthly Totals		
Beginning Balance	$	47,887,137
Additions	$	14,297,671
Reductions	$	10,050,000
Ending Balance	**$**	**52,134,808**

Interest Rates	**May**	**June**	**July**
LGIP	**4.00%**	**4.00%**	**4.00%**
Oregon Coast Bank	**4.05%**	**4.05%**	**4.05%**

3. Monthly Financial Report - Bonds-June 25/26

LINCOLN COUNTY SCHOOL DISTRICT
BOND CAPITAL CONSTRUCTION FUND 425
UNAUDITED FINANCIAL STATEMENTS
As of June 30, 2026

	Budget	Encumb'd	Actual	Remaining
2024-25 Revised per Auditor				
Revenues:				
Local - Interest				
Bond Proceeds				
Fund Tfrs/Asset Sales				
Beg. Fund Balance *				
Total Revenues				
Expenditures:				
Instruction				
Support Services				
Facilities Acq & Const			301,154	
Debt Service				
End Fund Bal/Tfrs				
Total Expenditures			301,154	
Fund Balance			**(301,154)**	
Less Encumbered			0	
Available for Expenditure			**(301,154)**	
2025-26				
Revenues:				
Local - Interest			756,949	(756,949)
Bond Proceeds	17,500,000		78,754,146	(61,254,146)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *			(301,154)	301,154
Total Revenues	17,500,000		79,209,941	(61,709,941)
Expenditures:				
Instruction				
Support Services			447,951	(447,951)
Facilities Acq & Const	17,500,000	582,945	14,892,513	2,024,543
Debt Service			111,392	(111,392)
End Fund Bal/Tfrs				
Total Expenditures	17,500,000	582,945	15,451,855	1,465,200
Fund Balance			**63,758,086**	
Less Encumbered			582,945	
Available for Expenditure			**63,175,141**	

Bond Capital Construction Fund Revenue & Expenditure Summary (Unaudited)

Fiscal Year 2025-26

Year To Date Transactions as of June 30, 2026 - UNAUDITED

	Period 1 Actual July '25	Period 2 Actual Aug '25	Period 3 Actual Sept '25	Period 4 Actual Oct '25	Period 5 Actual Nov '25	Period 6 Actual Dec '25	Period 7 Actual Jan '26	Period 8 Actual Feb '26	Period 9 Actual March '26	Period 10 Actual April '26	Period 11 Actual May '26	Period 12 Actual June '26	Period 13 Projected July '26	Projected 2025-26 Totals		Updated 2025-26 BUDGET	Year-To-Date 2025-26 Actuals	YTD Diff Budget vs. Projected	% of Budget
REVENUES																			
Beginning Fund Balance	(301,154)													(301,154)		(301,154)	(301,154)	-	
Bond Proceeds		78,754,146												78,754,146		78,754,146	78,754,146	-	
Investments Purchased		(59,146,563)											(18,300,000)	(77,446,563)		(59,146,563)	(59,146,563)	(0)	
Sale of Investments										18,300,000			18,300,000	36,600,000		18,300,000	18,300,000	-	
Interest Earned		61,107	21,037	229,903	57,132	46,313	43,594	35,790	33,673	89,472	46,100	133,313		797,433		800,000	797,433	(2,567)	
Total Monthly Revenues	**(301,154)**	**19,668,690**	**21,037**	**229,903**	**57,132**	**46,313**	**43,594**	**35,790**	**33,673**	**18,389,472**	**46,100**	**133,313**	**0**	**38,403,862**		**38,406,429**	**38,403,862**	**(2,567)**	**0**
CUMULATIVE RESOURCES	**(301,154)**	**19,367,536**	**19,388,573**	**19,618,476**	**19,675,608**	**19,721,921**	**19,765,515**	**19,801,305**	**19,834,977**	**38,224,449**	**38,270,549**	**38,403,862**	**38,403,862**						
EXPENDITURES																			
Salaries (100)	63,904	75,280	61,709	62,523	59,536	67,815	62,859	73,031	67,916	59,400	59,755	71,429		785,156		800,000	785,156	(14,844)	
Employee benefits (200)	27,000	31,300	24,954	26,163	26,367	27,284	27,158	33,473	30,289	25,719	27,099	29,269		336,075		450,000	336,075	(113,925)	
Purchased services (300)	16,047	98,044	55,607	141,821	124,821	73,232	132,040	153,688	381,504	93,670	232,158	834,795	1,292	2,338,720		2,400,000	2,337,428	(62,572)	
Supplies (400)	494	12,719	1,699	3,084	375	771		704	-			81		19,927		25,000	19,927	(5,073)	
Capital outlay (500)	381,606	735,228	1,017,324	1,169,381	399,227	386,560	1,104,836	348,235	681,958	873,561	1,898,952	2,452,167	581,653	12,030,689		13,275,000	11,449,036	(1,825,964)	
Insurance/Other (600)		418,643	11,750	3,328	58,106	3,059	735	150	13,374	3,029	3,848	8,172		524,194		550,000	524,194	(25,806)	
Interfund Transfers (700)														-			-	-	
Contingency (800)														-			-	-	
Unappropriated Funds (800)														-			-	-	
Total Monthly Expenditures	**489,051**	**1,371,214**	**1,173,044**	**1,406,301**	**668,433**	**558,720**	**1,327,628**	**609,281**	**1,175,040**	**1,055,378**	**2,221,812**	**3,395,914**	**582,945**	**16,034,761**		**17,500,000**	**15,451,816**	**1,465,239**	**88%**
CUMULATIVE EXPENDITURES	**489,051**	**1,860,265**	**3,033,308**	**4,439,610**	**5,108,042**	**5,666,762**	**6,994,391**	**7,603,672**	**8,778,712**	**9,834,090**	**12,055,902**	**15,451,816**	**16,034,761**						
Month-end Fund Balance	**(790,205)**	**17,507,271**	**16,355,265**	**15,178,866**	**14,567,566**	**14,055,159**	**12,771,124**	**12,197,633**	**11,056,265**	**28,390,359**	**26,214,647**	**22,952,046**	**22,369,101**	**22,369,101**					

Revenue Assumptions:

Investments proceeds based on investment maturities.

Interest estimated as of most recent investements statement.

Expenditure Assumptions:

Budget updated closer to actuals at year end

Future months estimates reflect current encumbrances only

Prior Period Adjustments - Facilities & Tech Staff payroll movement from General Fund

Lincoln County School District

2025-26 Bond Funds - Purchased Services Monthly Comparison

June 2026

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs													-
Cleaning Services													-
Repairs & Maint	66	262	297		204								828
Rentals									4,000	2,000		2,000	8,000
Utilities									603	371	40	411	1,426
Transportation													-
Travel		1,476	1,339	1,108	1,263	55	1,839	990	59	2,127	1,111	2,259	13,624
Telephone		603		1,210		600	1,199		140	(2,489)	140	307	1,710
Postage													-
Advertising	810	136			217	489	427	209	95	165		87	2,635
Printing & Binding	472	151	1,168	185	163	285	151	514	270	151	151	151	3,810
Data Lines				17	17		35		69	35	34	35	242
Charter School Pmts													-
Tuition													-
Audit Services													-
Legal Services		86,406	1,249	394	2,281	1,069	281	313			313	5,075	97,380
Architect/Engr Svcs	14,700	9,012	51,553	138,889	120,676	70,735	128,109	151,662	376,268	91,311	230,369	824,471	2,207,754
Neg/Labor Consltg													-
Managemnt Svcs													-
Data/Tech Svcs													-
Election Services													-
Other Gen Prof Svcs				19									19
Total	**16,047**	**98,044**	**55,607**	**141,821**	**124,821**	**73,232**	**132,040**	**153,688**	**381,504**	**93,670**	**232,158**	**834,795**	**2,337,428**

Notes:

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $25,000 - BOND Funds
2025-26 Fiscal Year
June 2026

Date	Payee	Description		Amount
6/4/2026	SYNERGY SECURITY SOLUTIONS	FIRE ALARM & PHONE SYSTEMS-VARIOUS LOCS	$	40,111.50
6/4/2026	NORTHWEST SPORTS TURF SOLUTIONS	SCHOOL TURF IMPROVEMENTS-CVH	$	86,150.00
6/11/2026	RK CONSTRUCTION	PLAY SHED-OLE & TRACK REPLACEMENT-TAHS	$	35,548.47
6/11/2026	OETC	TECH INFRASTRUCTURE & EQUIPMENT	$	63,717.50
6/11/2026	GLAS ARCHITECTS	PROF SVCS PERF ARTS-WHS	$	100,812.00
6/19/2026	RK CONSTRUCTION	PLAY SHED-OLE	$	38,161.00
6/19/2026	GLAS ARCHITECTS	PROF SVCS PERF ARTS-TOHS	$	89,047.00
6/19/2026	CAPRI ARCHITECTURE	PROF SVCS PERF ARTS-NHS	$	161,065.00
6/25/2026	STRUCTURED COMMUNICATIONS SYSTEMS, INC	CAMERA SECURITY SYSTEMS & TECH INFRA-CVH, WHS	$	659,263.53
6/25/2026	CENTRAL COAST READY MIX, INC	PLSY SHED-OLE	$	25,511.50

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $25,000 - BOND Funds
2025-26 Fiscal Year
July 2026

Date	Payee	Description		Amount
7/2/2026	MCKILLIP DRYWALL	EXTERIOR PAINTING-CVH	$	40,000.00
7/2/2026	A WEST PACIFIC CONTRACTORS	PLAYGROUND SURFACING-YVE	$	67,358.00
7/9/2026	A WEST PACIFIC CONTRACTORS	PLAYGROUND SURFACING-NMS	$	147,270.60
7/16/2026	OETC	CLASSROOM TECH CAMERAS	$	37,500.00
7/16/2026	GLAS ARCHITECTS	PROF SVCS PERF ARTS-TOHS, WHS	$	197,671.78
7/16/2026	CENTRAL COAST EXCAVATING INC	PERF ARTS EXCAVATION-NHS	$	39,500.00
7/16/2026	CAPRI ARCHITECTURE	PROF SVCS PERF ARTS-NHS	$	266,085.00
7/16/2026	BEYNON SPORTS SURFACE, INC	TRACK REPLACEMENT-NHS	$	278,116.14
7/16/2026	BEYNON SPORTS SURFACE, INC	TRACK REPLACEMENT-TAHS	$	238,154.95
7/30/2026	SMEED COMMUNICATION SERVICES	LOCKDOWN SYSTEMS-NHS	$	53,998.75

LINCOLN COUNTY SCHOOL DISTRICT
BOND INVESTMENTS REPORT
June 30, 2026

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

Beginning Balance	$	41,863,413
Additions		18,459,581
Reductions		18,433,450
Ending Balance	**$**	**41,889,544**

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	$	2,203,895
Additions		10,032,451
Reductions		
Ending Balance	**$**	**12,236,346**

Oregon Coast Bank - Money Market Account

Beginning Balance	$	24,594,350
Additions		52,486
Reductions		16,424,403
Ending Balance	**$**	**8,222,432**

Monthly Totals

Beginning Balance	$	68,661,658
Additions	$	28,544,518
Reductions	$	34,857,853
Ending Balance	**$**	**62,348,323**

Interest Rates	**Apr**	**May**	**June**
LGIP	**4.00%**	**4.00%**	**4.00%**
Oregon Coast Bank	**4.05%**	**4.05%**	**4.05%**

4. Monthly Financial Report - Bonds - July 26/27

LINCOLN COUNTY SCHOOL DISTRICT
BOND CAPITAL CONSTRUCTION FUND 425
UNAUDITED FINANCIAL STATEMENTS
As of July 31, 2026

	Budget	Encumb'd	Actual	Remaining
2025-26				
Revenues:				
Local - Interest			756,949	(756,949)
Bond Proceeds	17,500,000		78,754,146	(61,254,146)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *			(301,154)	301,154
Total Revenues	17,500,000		79,209,941	(61,709,941)
Expenditures:				
Instruction				
Support Services			447,951	(447,951)
Facilities Acq & Const	17,500,000	582,945	14,892,513	2,024,543
Debt Service			111,392	(111,392)
End Fund Bal/Tfrs				
Total Expenditures	17,500,000	582,945	15,451,855	1,465,200
Fund Balance			**63,758,086**	
Less Encumbered			582,945	
Available for Expenditure			**63,175,141**	
2026-27				
Revenues:				
Local - Interest	500,000		170,452	329,548
Bond Proceeds				0
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	58,955,222		63,175,141	(4,219,919)
Total Revenues	59,455,222		63,345,594	(3,890,372)
Expenditures:				
Instruction				
Support Services				0
Facilities Acq & Const	22,000,000	3,565,655	439,007	17,995,337
Debt Service				0
End Fund Bal/Tfrs/Contingency	37,455,222			
Total Expenditures	59,455,222	3,565,655	439,007	17,995,337
Fund Balance			**62,906,586**	
Less Encumbered			3,565,655	
Available for Expenditure			**59,340,931**	

Bond Capital Construction Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2026-27
Year To Date Transactions as of July 31, 2026 - UNAUDITED

	Period 1 Actual July '26	Period 2 Projected Aug '26	Period 3 Projected Sept '26	Period 4 Projected Oct '26	Period 5 Projected Nov '26	Period 6 Projected Dec '26	Period 7 Projected Jan '27	Period 8 Projected Feb '27	Period 9 Projected March '27	Period 10 Projected April '27	Period 11 Projected May '27	Period 12 Projected June '27	Period 13 Projected July '27	Projected 2026-27 Totals		Updated 2026-27 BUDGET	Year-To-Date 2026-27 Actuals	YTD Diff Budget vs. Projected	% of Budget
REVENUES																			
Beginning Fund Balance (est)	63,175,141													63,175,141		58,955,222	63,175,141	4,219,919	
Bond Proceeds														-			-	-	
Investments Purchased	(18,300,000)													(18,300,000)			(18,300,000)	(18,300,000)	
Sale of Investments	18,300,000													18,300,000			18,300,000	18,300,000	
Interest Earned	170,452													170,452		500,000	170,452	(329,548)	
Total Monthly Revenues	**63,345,593**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**63,345,593**			**63,345,593**	**3,890,371**	**0**
CUMULATIVE RESOURCES	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**	**63,345,593**						
EXPENDITURES																			
Salaries (100)	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857	32,857		394,285		348,075	394,285	46,210	
Employee benefits (200)	13,341	13,341	13,341	13,341	13,341	13,341	13,341	13,341	13,341	13,341	13,341	13,341		160,088		169,347	160,088	(9,259)	
Purchased services (300)	4,000	133,165	133,165	133,165	133,165	133,165	133,165	133,165	133,165	133,165	133,165	638,350		1,974,000		1,974,000	1,974,000	-	
Supplies (400)	46	1,814	1,814	1,814	1,814	1,814	1,814	1,814	1,814	1,814	1,814	1,814		20,000		20,000	20,000	0	
Capital outlay (500)	388,763	1,734,783	1,734,783	1,734,783	1,734,783	1,734,783	1,734,783	1,734,783	1,734,783	1,734,783	1,734,783	1,684,785		19,421,378		19,471,378	19,421,378	(50,000)	
Insurance/Other (600)		25,000	25,000											50,000		17,200	50,000	32,800	
Interfund Transfers (700)														-			-	-	
Contingency (800)														-		37,455,222	-	(37,455,222)	
Unappropriated Funds (800)														-			-	-	
Total Monthly Expenditures	**439,007**	**1,940,960**	**1,940,960**	**1,915,960**	**1,915,960**	**1,915,960**	**1,915,960**	**1,915,960**	**1,915,960**	**1,915,960**	**1,915,960**	**2,371,147**	**-**	**22,019,752**		**59,455,222**	**22,019,752**	**37,435,470**	**37%**
CUMULATIVE EXPENDITURES	**439,007**	**2,379,967**	**4,320,927**	**6,236,887**	**8,152,847**	**10,068,806**	**11,984,766**	**13,900,726**	**15,816,686**	**17,732,646**	**19,648,606**	**22,019,752**	**22,019,752**						
Month-end Fund Balance	**62,906,586**	**60,965,626**	**59,024,666**	**57,108,706**	**55,192,747**	**53,276,787**	**51,360,827**	**49,444,867**	**47,528,907**	**45,612,948**	**43,696,988**	**41,325,841**	**41,325,841**	**41,325,841**					

Revenue Assumptions:
Beginning Fund Balance is estimated as of 8/7/26
Investments proceeds based on investment maturities.
Interest estimated as of most recent investements statement.

Expenditure Assumptions:

Lincoln County School District
2026-27 Bond Funds - Purchased Services Monthly Comparison
July 2026

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs													-
Cleaning Services													-
Repairs & Maint													-
Rentals	4,000												4,000
Utilities													-
Transportation													-
Travel													-
Telephone													-
Postage													-
Advertising													-
Printing & Binding													-
Data Lines													-
Charter School Pmts													-
Tuition													-
Audit Services													-
Legal Services													-
Architect/Engr Svcs													-
Neg/Labor Consltg													-
Managemnt Svcs													-
Data/Tech Svcs													-
Election Services													-
Other Gen Prof Svcs													-
Total	**4,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,000**

Notes:

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $25,000 - BOND Funds
2026-27 Fiscal Year
July 2026

Date	Payee	Description		Amount
7/16/2026	TRADENET LLC	PERF ARTS SIDEWALKS-NHS	$	42,250.00
7/16/2026	NCI BUILDING SYSTEMS	PLAY SHED-YVE	$	77,018.24
7/30/2026	SYNERGY SECURITY SOLUTIONS	FIRE ALARM UPGRADE-TAHS	$	38,594.00
7/30/2026	MCKILLIP DRYWALL	EXTERIOR PAINTING-CVH, OLE, TOES	$	75,455.00
7/30/2026	JOHN E WILES JR CONSTRUCTION	PLAY SHED LABOR & SUPPLIES-OLE	$	49,000.00

LINCOLN COUNTY SCHOOL DISTRICT
BOND INVESTMENTS REPORT
July 31, 2026

Piper Sandler & Co Brokerage Account, Bank of New York - Pershing		
US Treasury Fixed Income Securities		
Beginning Balance	$	41,889,544
Additions		110,251
Reductions		
Ending Balance	**$**	**41,999,795**
Oregon State Treasury - Local Government Investment Pool		
Beginning Balance	$	12,236,346
Additions		41,570
Reductions		
Ending Balance	**$**	**12,277,916**
Oregon Coast Bank - Money Market Account		
Beginning Balance	$	8,222,432
Additions		3,370,590
Reductions		1,824,480
Ending Balance	**$**	**9,768,542**
Monthly Totals		
Beginning Balance	$	62,348,323
Additions	$	3,522,410
Reductions	$	1,824,480
Ending Balance	**$**	**64,046,253**

Interest Rates	**May**	**June**	**July**
LGIP	**4.00%**	**4.00%**	**4.00%**
Oregon Coast Bank	**4.05%**	**4.05%**	**4.05%**

6. Board Reports
7. Superintendent's Report
    a. Policy Updates - AC, CBG, EBB, EBBA, GBA, IGBB, IGBBA, IGDJ, IK, JGE, KNA, LBEA

OSBA Model Sample Policy

Code: AC
Adopted:

Nondiscrimination and Civil Rights

{Required policy. 34 CFR § 106.45 requires grievance procedures for complaints of sex discrimination. OAR 581-021-0655(3) requires policy regarding civil rights coordinators.}

The district does not discriminate on any basis listed below and prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race[1], color, religion, sex[2], sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

~~[The Board designates the [insert position title(s)] as the district's civil rights coordinator.] [The Board directs the superintendent to designate the district's civil rights coordinator and make contact information available to staff, students and parents.{[3]}]~~

The superintendent shall appoint individuals at the district to contact on issues concerning the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act (ADA), Section 504 of the Rehabilitation Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments, and other civil rights or discrimination issues, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating,

---

[1] Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047. "Race" also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 ~~(as amended by House Bill 2935 (2021))~~.

[2] 34 CFR § 106.10 provides "discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity."

[3] ~~{For additional information regarding civil rights coordinators and their responsibilities, see ORS 332.505(2).}~~

threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

Any complaint alleging discrimination may be made to any civil rights coordinator and will be processed in accordance with administrative regulation AC-AR(1) - Discrimination or Civil Rights Complaint Procedure. Depending on the nature of the complaint, additional requirements may apply.

The district will document and track:

1. All reports of discrimination received by the district and all responses to those reports issued by the district, including any investigations completed and remedies provided; and

2. The training completed by each civil rights coordinator.

Civil Rights Coordinator Trand DeVries

[The [insert position title(s)] is the district's civil rights coordinator.]

The civil rights coordinator(s) will:

1. Be knowledgeable of the requirements in OARs 581-021-0038, 581-021-0045, 581-021-0046, and 581-021-0660;

2. Have the independence and authority necessary to carry out the provisions of OAR 581-021-0660;

3. Monitor, coordinate, and oversee district compliance with state and federal laws prohibiting discrimination in education, including ensuring the availability of, and providing to students and staff:

   a. The notice of nondiscrimination[4] required by OAR 581-021-0045; and
   b. The district written complaint process for making reports of discrimination.

4. Oversee and ensure the resolution of district investigations of complaints alleging and substantiating discrimination, including the provision of remedies designed to restore or preserve equal access to an education program or activity;

5. Provide guidance to district staff on civil rights issues in the district;

6. Respond to questions and concerns about civil rights in the district;

7. Coordinate efforts to prevent civil rights violations from occurring in the district; and

8. {[5]}[~~Satisfy the training requirements in OAR 581-021-0660 (2)-(3)~~] [Satisfy the following training requirements:

---

[4] The notice of nondiscrimination will include the name or title, work address, email address, and phone number of each civil rights coordinator.

[5] {OAR 581-021-0655(3)(a) requires the district adopt a policy including the requirements in OAR 581-021-0660, including the training requirements referenced and listed here. The district can meet this requirement by choosing either of the two bracketed options.}

a. Upon initial designation, a civil rights coordinator must receive the following training in accordance with a schedule established by the Oregon Department of Education (ODE):

(1) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;
(2) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American's with Disabilities Act of 1990, those statutes' implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education's Office for Civil Rights;
(3) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators' duties;
(4) Identifying discrimination and reports of discrimination;
(5) Responding to reports of discrimination;
(6) Conducting civil rights investigations, including identifying conflicts of interest, and using strategies to mitigate conflicts of interest;
(7) Preventing discrimination in public school programs and activities;
(8) Identifying retaliation taken in response to reports of discrimination, responding to reports of such retaliation, and preventing such retaliation in public school programs and activities;
(9) Tracking and documenting reports of discrimination.

b. In years subsequent to being designated a civil rights coordinator, a civil rights coordinator must annually receive the following training in accordance with a schedule established by ODE:

(1) The meaning of discrimination under state and federal nondiscrimination law, including ORS 659.850, Title VI of the Civil Rights Act of 1964 Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990;
(2) The duties of districts under state and federal nondiscrimination law, including ORS 342.700 to 342.708, ORS 659.850 and 659.855, Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the American's with Disabilities Act of 1990, those statutes' implementing rules and regulations, and determinations made by the Oregon Department of Education and the United States Department of Education's Office for Civil Rights;
(3) The coordinators required by Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and those coordinators' duties;
(4) Reporting discrimination, and responding to reports of discrimination, including through complaint processes and investigations.[6]

END OF POLICY

[6] Training must first be completed by June 30, 2025.

Legal Reference(s):

ORS 174.100
ORS 192.630
ORS 326.051(1)(e)
ORS 332.505
ORS 408.230
ORS 659.805
ORS 659.815
ORS 659.850 - 659.860
ORS 659.865
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.103 - 659A.145
ORS 659A.230 - 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
~~OAR 581-002-0001 - 002-0005~~
OAR 581-021-0045
OAR 581-021-0046
OAR 581-021-0047
OAR 581-021-0650 - 0665
OAR 581-022-2310
OAR 581-022-2370
OAR 581-075-0001 - 075-0005
OAR 581-075-0901
OAR 839-003

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2018); 29 C.F.R Part 1626 (2019).
Americans with Disabilities Act ~~of 1990~~/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (~~2020~~2024).
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018); 29 C.F.R. § 1601 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
~~Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).~~
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018); 29 C.F.R. Part 1635 (2019).

OSBA Model Sample Policy

Code: CBG
Adopted:

Evaluation of the Superintendent

{Required policy. OAR 581-022-2405 requires districts to "adopt and implement personnel policies which address…evaluation procedures." Review the superintendent contract before adopting to ensure there is no conflicting language; modify policy as needed.}

The Board will formally evaluate the superintendent's job performance [at least once each year]. The evaluation will be based on the superintendent's job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board's discussion and conferences with and about the superintendent and their performance will be conducted in an executive session, unless the superintendent requests a session open to the public.[1] Such an executive session will not include a general evaluation of any district goal, objective or operation or of any directive to personnel concerning district goals, objectives, operations or programs. Results of the evaluation will be written and placed in the superintendent's personnel file.

At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

Legal Reference(s):

ORS 192.660~~(2)(i), (8)~~
ORS 332.107
ORS 332.505

OAR 199-040-0027
OAR 199-040-0030

OAR 581-022-2405

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[1] Notice must be provided to the superintendent in accordance with OAR 199-0040-0030. The superintendent must receive written notice of the meeting no less than one business day or 24 hours, whichever is greater, in advance of the meeting. The notice must include:

a. Identification of the Board;
b. The time, date and location of the meeting;
c. The purpose for which the Board proposes to convene the executive session, including the citation to the applicable section of ORS 192.660 and the fact that the Board will be reviewing and evaluating the performance of the superintendent; and
d. Information on how the superintendent may make a request for an open hearing.

Hanson v. Culver Sch. Dist. (FDAB 1975).

OSBA Model Sample Policy

Code: EBB
Adopted:

Integrated Pest Management

{ORS 634.740 requires boards to adopt policies regarding pest management.}

To ensure the health and safety concerns of student, staff and community members, the ~~district~~Board shall adopt an integrated pest management plan (IPM){[1]} which emphasizes the least possible risk to students, staff and community members and shall adopt a list[2] of low-impact pesticides for use with the IPM plan. The IPM plan and list shall be available to the public through the district's website[3].

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:

   a. Protect the health and safety of students and staff;
   b. Protect the integrity of district buildings and grounds;
   c. Maintain a productive learning environment; and
   d. Protect local ecosystem health.

2. 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;

3. 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;

4. Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;

5. Evaluates the need for pest control by identifying acceptable pest population density levels;

6. Monitors and evaluates the effectiveness of pest control measures;

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[1] {See Integrated Pest Management Program for Oregon Schools at http://blogs.oregonstate.edu/schoolipm/. The program includes access to Resources & Forms including Model plans for large school districts and small school districts.}

[2] See ORS 634.705(5).

[3] Inclusion of the list and IPM in the district's Healthy and Safe Schools Plan satisfies this requirement as long as it is posted on the district's website.

7. 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;

8. Excludes the application of pesticides for purely aesthetic purposes;

9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;

10. Gives preference to the use of nonchemical pest control measures;

11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

12. 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 ~~district shall designate the~~ [insert position title] is designated as the Integrated Pest Management Plan Coordinator~~(s) give them~~and has the authority for overall implementation and evaluation of the IPM plan.

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator~~(s)~~ shall:

1. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;

2. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;

3. Oversee pest prevention efforts;

4. Ensure identification and evaluation of pest situation;

5. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;

6. Ensure the proper use and application of pesticide applications when non-pesticide controls have been unsuccessful;

7. Evaluate pest management results;~~ and~~

8. Keep for at least four years following the application date, records of applied pesticides that include:

    a. A copy of the label;
    b. A copy of the Safety Data Sheet (SDS);
    c. The brand name and U.S. Environmental Protection Agency (USEPA) registration number of the product;
    d. The pest condition that prompted the application;
    e. The approximate amount and concentration of pesticide applied;
    f. The location and description of the area where the pesticide was applied;
    g. The type of application and whether the application was effective;
    h. The name(s) of the person(s) applying the pesticide;

i. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
j. The dates and times for the placement and removal of warning signs; and
k. Copies of all required notices given, including the dates the IPM Coordinator(s) gave the notices.

9. Respond to inquiries about the IPM plan and refer complainants to Board policy KL - Public Complaints; and

10. Conduct outreach to district staff about the district's IPM plan.

At least once every five years, the Board shall review the IPM plan, make any necessary updates and readopt the IPM plan.[4] The final IPM plan shall include the day, month and year the Board adopted or readopted the plan.

END OF POLICY

Legal Reference(s):

ORS 634.116 ORS 634.700 - 634.750

[4] For IPMs adopted prior to January 1, 2026, the Board shall review, update and readopt the IPM no later than January 1, 2027, or five years from the date of the most recent approval of the plan, whichever is later.

Done Carol chec

OSBA Model Sample Policy

Code: EBBA
Adopted:

Student Health Services */**

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an important Board responsibility. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices. A health services plan shall be developed, implemented, and updated annually. The plan shall describe a health services program for all students at each facility that is owned or leased where students are present for regular programming.

The district shall maintain a written prevention-oriented health services plan for all students. The health services plan will[1]:

1. Explain available health care space that is appropriately supervised and adequately equipped for providing health care and administering medication or first aid;
2. Refer to available communicable disease prevention and management plan that includes school-level protocols[2];
3. Outline a district-to-school communication plan[3];
4. Provide information about health screenings, including immunizations and TB certificate requirements;
5. Describe how services for all students, including those who are medically complex, medically fragile or nursing dependent, and those who have approved 504 plans, individual education program plans, and individualized health care plans or special health care needs are managed[4];
6. Integrate school health services with school health education programs and coordinate with health and social service agencies, public and private;
7. Describe how hearing, vision and dental screenings are managed and/or verified for required students[5];
8. Include a process to assess and determine a student's health services needs, including availability of a nurse to assess student nursing needs upon, during, and following enrollment with one or more

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[1] For exact language and complete requirement, see OAR 581-022-2220(1).

[2] For specific protocol content requirements, see OAR 581-022-2220(1)(b).

[3] For requirements of this plan see OAR 581-022-2220(1)(c).

[4] For more information regarding these requirements see ORS 336.201 and 339.869, OARs 581-021-0037, 581-015-2040, 581-015-2045, 851-045-0040 – 0060, and 851-047-0010 – 0030.

[5] For vision screening or eye examination or dental screening information see ORS 336.211 and 336.213.

new medical diagnose(s) impacting a student's access to education, and implement a student's individual health plan prior to attending school[6];

9. Comply with OR-OSHA Bloodborne Pathogens Standards for all persons who are assigned to job tasks which may put them at risk for exposure to body fluids[7];

10. Refer to adopted policy and procedures for medications in accordance with Oregon law[8];

11. Include guidelines for the management of students who are medically complex, medically fragile, or nursing dependent as defined by ORS 336.201, including students with life-threatening food allergies and adrenal insufficiency while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before-school or after-school care programs on school-owned property, and in transit to or from school or school-sponsored activities[9][; and][.]

12. [List the positions in the district which shall be required to obtain and maintain a first-aid/CPR/AED card in accordance with OAR 581-022-2220(3).]

[Any nurse(s) employed by the district and providing services to students on behalf of the district shall be licensed in Oregon to practice as a registered nurse or nurse practitioner or be a licensed practical nurse (LPN) in alignment with LPN supervision requirements of OAR 851-045-0050 – 0060.

A nurse employed by the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of a student prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.[10]

An administrator or other staff who is not a nurse may supervise, evaluate or direct a school nurse or registered nurse for purposes related to the nurse's role as a school employee, including but not limited to assigning the nurse's work hours, locations and workload and other matters addressed through a collective bargaining agreement. An administrator may not direct the school nurse or registered nurse in the practice of nursing.

A nurse employed by the district will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.]

[The district provides a menstrual product dispenser with a variety of products in every student bathroom[11] which meets the requirements of law.]

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[6] For definitions for this policy see ORS 336.201.

[7] OAR 437-002-0360 lists various health and safety regulations that apply in the employment setting.

[8] Medication laws can be found in ORS 339.866 – 339.874 and OAR 581-021-0037; relevant Board policy includes JHCD/JHCDA - Medications.

[9] For guideline requirements see OAR 581-022-2220(1)(k).

[10] For additional delegation requirements see OAR 851-047-0030.

[11] ["Student bathroom" means a bathroom that is accessible by students, including a gender-neutral bathroom, a bathroom designated for females, and a bathroom designated for males. (OAR 581-021-0587)]

END OF POLICY

Legal Reference(s):

ORS 329.025
ORS 332.107
ORS 336.201
ORS 336.204
ORS 336.211 – 336.214
ORS 342.458
OAR 581-021-0017
OAR 581-021-0031
OAR 581-021-0587
OAR 581-021-0590
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2515

Every Student Succeeds Act, 20 U.S.C. § 7928 ~~(2018)~~(2024).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ~~(2018)~~(2024).

OSBA Model Sample Policy

Code: GBA
Adopted:

Equal Employment Opportunity

{OAR 581-022-2405 requires districts to have personnel policies which address affirmative action and equal employment opportunity.}

Equal employment opportunity and treatment shall be practiced by the district regardless of race[1], color, religion, sex, sexual orientation, gender identity, national origin, marital status, pregnancy, childbirth or a related medical condition[2], age, veterans' status[3], service in a uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability[4] if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

The district administers preference in hiring or promotion decisions in accordance with Oregon law for applicants claiming preference as a veteran, disabled veteran, state servicemember or former state servicemember.

The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act (ADA), and Section 504 of the Rehabilitation Act. The superintendent will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be ~~provided~~ communicated to all students, parents of students and employees through handbooks and will be published on the district website.

The superintendent will develop other specific ~~recruiting~~recruitment, interview~~ing~~ and evaluation procedures ~~as are~~ necessary to implement this policy. These procedures will seek to provide an equal employment opportunity and eliminate the effects of past and present discrimination[, intended or unintended, on the basis of race, religion, national origin, age, sex, marital status or physical or mental disabilities].

END OF POLICY

Legal Reference(s):

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[1] Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 ~~(as amended by House Bill 2935 (2021))~~.

[2] ~~This unlawful employment practice~~[Certain protections related to pregnancy, childbirth or a related medical condition ~~as described in House Bill 2341 (2019) (added to ORS 659A)~~ applies~~y~~ to employers who employ six or more persons (ORS 659A.106 and ORS 659A.148).] {Remove if district has six or more employees.}

[3] ~~The district grants a preference in hiring and promotion to veterans and disabled veterans. A veteran is eligible to use the preference any time when applying for a position at any time after discharge or release from service in the Armed Forces of the United States.~~

[4] ~~This unlawful employment practice~~[Certain protections related to disability ~~as described in ORS 659A.112~~ applies~~y~~ only to employers who employ six or more persons (ORS 659A.106).] {Remove if ESD has six or more employees.}

ORS 174.100
~~ORS 243.317 – 243.323~~05
ORS 326.051
ORS 332.505
~~ORS 342.934~~
ORS 408.225 – 408.237
~~ORS 408.230~~
~~ORS 408.235~~
ORS 652.210 - 652.220
ORS 659.850
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
~~ORS 659A.040~~
ORS 659A.082
ORS 659A.109
ORS 659A.112
ORS 659A.147
~~ORS 659A.233~~
~~ORS 659A.236~~
~~ORS 659A.309~~
~~ORS 659A.321~~
~~ORS 659A.409~~
ORS 659A.820

OAR 581-021-0045
OAR 581-022-2405
~~OAR 839-003-0000~~
OAR 839-006-0435 - 0480
~~OAR 839-006-0440~~
~~OAR 839-006-0450~~
~~OAR 839-006-0455~~
~~OAR 839-006-0460~~
~~OAR 839-006-0465~~

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (~~2018~~2024).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq. (~~2018~~2024).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (~~2018~~2024); 29 C.F.R Part 1626 (~~2019~~2025).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (~~2018~~2024).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (~~2018~~2024).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (~~2018~~2024); 34 C.F.R. Part 104 (~~2019~~2025).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683~~, 1701, 1703-1705, 1720~~ (~~2018~~2024); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Americans with Disabilities Act ~~of 1990~~/Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (~~2018~~2-2024); 29 C.F.R. Part 1630 (~~2019~~2025); 28 C.F.R. Part 35 (~~2019~~2025).
~~Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).~~
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (~~2018~~2024).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (~~2018~~2024).
~~Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).~~
~~Chevron USA Inc. v. Echazabal, 536 U.S. 736 (2002).~~
Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303, 4311 (~~2018~~2024).

Done - Carol

OSBA Model Sample Policy

Code: IGBB
Adopted:

Talented and Gifted Program and/or Services**

The district is committed to an educational program that recognizes, identifies and serves the unique strengths and needs of ~~talented and gifted~~ students identified as talented and gifted. Talented and gifted students ~~are those who have been identified as academically talented and/or intellectually gifted~~demonstrate exceptional performance when compared to applicable developmental or learning progressions, with consideration given for variations in student's opportunity to learn and to culturally relevant indicators of ability.

The Board directs the superintendent to develop a ~~written identification~~ process for ~~identifying~~ identification of ~~academically~~ talented and ~~intellectually~~ gifted students in grades K through 12. [(See Board policy IGBBA – Talented and Gifted Students – Identification**)]

~~A written plan shall be developed that identifies programs or services needed to address the assessed levels of learning and accelerated rates of learning of identified students and provides an opportunity for the student's parents to discuss with the district the programs and services available to the student and to provide input on the programs and services to be made available to the student.~~

The district will develop a written plan of instruction for talented and gifted students[in accordance with law.] [that:

1. Includes a statement of the district policy on the education of talented and gifted students (this policy);
2. Identifies and assesses special talented and gifted programs and services available in the district;
3. States goals related to providing such programs and services, including timelines for achievement;
4. Describes the programs and services intended to accomplish stated goals;
5. Describes how the district provides parents an opportunity to discuss and to provide input on programs and services for their child;
6. Describes how the district will evaluate progress of the plan; and
7. States the name and contact information for the district's talented and gifted coordinator.[1]]

[The district shall submit such plan to the Oregon Department of Education (ODE) as directed.]

[The plan will be provided at the school or the district office, when requested, and will be published on the district's website. The district website shall ~~also~~ provide the name and contact information of the district's

[1] For the list of complete requirements of the plan, see ORS 343.397(1).

coordinator of special education and programs for talented and gifted.] [The district will annually report the name and contact information of the district's TAG coordinator to ODE.]

[The district may also identify and provide programs for students who demonstrate outstanding ability or potential in creative abilit~~ies~~y in using original or nontraditional methods in thinking and producing~~,~~; leadership ~~abilities~~ ability in motivating the performance of others in educational or noneducational settings; and/or ~~unusual abilities~~ability in the visual or performing arts, such as dance, music or art.]

Complaints regarding programs and/or services can be filed in accordance with [Board Policy KL – Public Complaints, beginning at [Step 2]. The superintendent or designee may choose to convene a committee in making a decision.] [the procedure in the accompanying administrative regulation, IGBB-AR - Complaints Regarding the Talented and Gifted Program and/or Services.]

END OF POLICY

Legal Reference(s):

ORS 343.391 - 343.401
ORS 343.407 - 343.413

OAR 581-022-2325
OAR 581-022-2330

OAR 581-022-2370
OAR 581-022-2500

~~Senate Bill 486 (2021)~~

Done - Carol

OSBA Model Sample Policy

Code: IGBBA
Adopted:

Talented and Gifted Students - Identification**

In order to serve ~~academically~~ talented and ~~intellectually~~ gifted ("TAG") students in grades K through 12, the district directs the superintendent [or designee] [after due consideration of the input of staff, parents and the community] to establish an ~~written~~ identification process.

This process of identification shall include ~~as~~ at a minimum:

1. Use of ~~research based best~~evidence-based practices ~~to identify talented and gifted students from under-represented populations such as ethnic minorities, students with disabilities, students who are culturally and/or linguistically diverse or economically disadvantaged~~that include a variety of tools and procedures to determine if a student demonstrates a pattern of exceptional performance and/or achievement that is relevant to the identification of TAG students under ORS 343.395.

2. ~~Behavioral, learning and/or performance information~~Collection and use of multiple modes and methods of qualitative and quantitative evidence to allow appropriate members of a student's identification team to make a determination about the identification and eligibility of the students for TAG services, supports and/or programs; with no single test or piece of evidence eliminating a student from eligibility.

~~3. A nationally standardized mental ability test for assistance in the identification of intellectually gifted students.~~

~~4.~~3. Use of methods and practices that minimize or seek to eliminate the effects of bias in assessment and identification of students from historically underrepresented populations including, but not limited to:

   a. Students who are racially/ethnically diverse;
   b. Students experiencing disability;
   c. Students who are culturally and/or linguistically diverse;
   d. Students experiencing poverty; and
   e. Students experiencing high mobility.

~~5.~~4. Incorporate assessments, tools and procedures that will inform the development of an appropriate plan of instruction for students who are identified as TAG and describe how information from the assessments, tools and procedures used in the identification for TAG students will be used to support development of the plan of instruction.

~~6.~~5. Identify how the educational record under ORS 326.565 of the student being considered will document and reflect the record of the team's decision and the procedures and data used by the team to make the decision.

~~7. A nationally standardized academic achievement test of reading or mathematics [or a test of total English Language Arts/Literacy or total mathematics] on the Smarter Balanced Assessment [Consortium] for assistance in identifying academically talented students.~~

~~Identified students shall score at or above the 97th percentile on one of these tests. Other students who demonstrate the potential to perform at the eligibility criteria, as well as additional students who are talented and gifted may be identified.~~

The district will provide professional development for staff assigned the responsibility for identification of talented and gifted students.

[The identification team may use sources of evidence described in OAR 581-022-2325(3) to provide students with multiple opportunities to demonstrate a pattern or preponderance of evidence of talent or giftedness.]

[Academic evidence reviewed shall align to the full depth, breadth, and complexity of Oregon's content standards and benchmarks. Standardized assessments used for academic/achievement-based identification shall include technical documentation demonstrating alignment or documentation of intended use for the purpose of TAG identification. Standardized assessments used for intellectually gifted identification shall include technical documentation demonstrating alignment to research-based best practices inclusive of students from underrepresented populations.]

When a student is identified for TAG, the district shall inform parents of the programs and services available to their student and provide an opportunity for parents to provide input to, and discuss TAG instruction proposed for their student. The instruction provided shall be designed to accommodate the student's assessed levels of learning and accelerated rates of learning. Parents may request the withdrawal of their student from TAG at any time.

If a parent is dissatisfied with the identification process or placement of their student, they may submit an appeal ~~the decision~~ through [Board policy KL - Public Complaints and begin at [Step 2] with the superintendent [or designee]] [the accompanying administrative regulation, IGBBA-AR - Appeal Procedure for Talented and Gifted Student Identification and Placement**].

After exhausting the district's appeal procedure and receiving the district's final decision, a parent may appeal the decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-002-0001 – 581-002-0023. The district shall provide a copy of the OARs upon request.

END OF POLICY

Legal Reference(s):

ORS 343.395
ORS 343.407
ORS 343.409
ORS 343.411
OAR 581-021-0030
OAR 581-022-2325
OAR 581-022-2330
OAR 581-022-2370
OAR 581-022-2500

OSBA Model Sample Policy

Code: IGDJ
Adopted:

Interscholastic Activities**

[The Board recognizes the integral role interscholastic activities[1] play in the character development and general enhancement of the education of its students. Accordingly, administrators, coaches, advisors, student participants, and others associated with the district's high school activities programs and events[2] shall conduct themselves in a manner that is consistent with the letter and spirit of policies, rules, and regulations of the district and ~~of the Oregon School Activities Association (OSAA) and the fundamental values of sportsmanship~~any associated voluntary organization[3]. Each will be held accountable for their actions.]

The district and its schools may only be members of and pay fees, if any, to a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities if the organization:

1. Implements and adheres to equity focused policies that:
   a. Address the use of derogatory or inappropriate names, insults, verbal assaults, profanity, or ridicule that occurs at an interscholastic activity, including by spectators of the interscholastic activity;
   b. Prohibit discrimination;
   c. Permit a student to wear religious clothing in accordance with the student's sincerely held religious belief and consistent with any safety and health requirements; and
   d. Balance the health, safety, and reasonable accommodation needs of participants on an activity-by-activity basis;

2. Maintains a transparent complaint process that:
   a. Has a reporting system to allow participants of interscholastic activities or members of the public to make complaints about student, coach, or spectator behavior;
   b. Responds to a complaint made within 48 hours of the complaint being received; and
   c. Resolves a complaint within 30 days of the complaint being received unless the organization determines that there is good cause to extend the timeline for resolving the complaint;

3. Develops and implements a system of sanctions against schools, students, coaches, and spectators if a complaint is verified; and

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[1] Interscholastic activities includes: for students any grade from kindergarten through grade 12, athletics, music, speech and other similar or related activities; for students in any grade from kindergarten through grade eight, activities that are offered only before or after regular school hours and that may, but are not required to, involve interaction among other schools.

~~[2] This applies to only OSAA sanctioned activities and events.~~

[3] Includes a voluntary organization that administers interscholastic activities or that facilitates the scheduling and programming of interscholastic activities.

4. Performs an annual survey of students and their parents to understand and respond to potential violations of equity focused policies or other discrimination.

{[4]}[The district shall allow homeschooled students that reside in the district, students eligible to attend school and enrolled in a ~~district- or ESD-provided General Education Development (GED)~~high school equivalency program[5] that reside in the district, and students attending a public charter school that does not provide interscholastic activities that reside in the district, the opportunity to participate in available interscholastic activities when the requirements found in Oregon law are met.

Interscholastic activities when provided by the district will comply with Title IX and other nondiscrimination laws.]

{[6]}[District employees, students, parents, alumni, and activity volunteers are prohibited from inducing or attempting to induce a student to attend a district school for interscholastic activity eligibility or participation. The principal, activities director, advisors and coaches are each responsible for ensuring student participants meet all district ~~and OSAA~~ eligibility requirements of participation and those of the associated voluntary organization. The principal [or designee] is responsible for ensuring accurate certification regarding the eligibility of participating students and for verifying that athletic directors, coaches of sports, and activity advisors have all required certifications prior to assuming their duties. The principal [or designee] shall ensure that a program is in place to effectively evaluate the performance of all coaches and activity advisors under their supervision.

Volunteers may be approved to assist with district activities with prior approval from the principal.

The principal shall investigate all allegations of district student ineligibility, staff recruitment violations or other student or staff conduct that may violate Board policies, administrative regulations, and/or ~~OSAA~~ the rules and regulations of the associated voluntary organization. The principal shall notify the superintendent [or designee] of conduct that violates the terms of this policy and report to the associated voluntary organization ~~OSAA as~~ if required.

An employee determined to have violated Board policies and/or rules and regulations of the associated voluntary organization ~~OSAA~~ [will] [may] be subject to discipline, up to and including, dismissal. A student in violation of Board policies and/or the ~~OSAA~~ rules and regulations of the associated voluntary organization will be subject to discipline, up to and including, dismissal from an interscholastic activity or program, suspension and/or expulsion from school. Volunteers in violation of Board policies and/or the ~~OSAA~~ rules and regulations of the associated voluntary organization shall be subject to discipline, up to and including, removal from district programs and activities and such other sanctions as may be deemed appropriate by the district.

Employees, volunteers, or students in violation of ~~OSAA~~ such policies, rules and/or regulations [will] [may] be required to remunerate the district in the event ~~of~~ fines are assessed ~~by OSAA~~ as a result of their actions.

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[4] {This policy content is required practice but is not required policy language.}

[5] "High school equivalency program" means a program provided to assist a student in earning a certificate for passing an approved high school equivalency test such as the General Educational Development (GED) test.

[6] {The remaining policy content is optional, but highly recommended language to inform about and support governance of activities (see beginning bracket here; ending with last paragraph of policy – see closing bracket).}

The superintendent will develop procedures, as necessary, to implement this policy, including a process to ensure that all district rules governing the conduct of students, staff, and volunteers engaged in district activities are regularly reviewed and updated.

The district will annually review interscholastic activities and participation to determine whether the current offerings reflect the students the district serves.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 332.075(1)(e)
ORS 332.107
ORS 339.450 - 339.460
OAR 581-015-2255
OAR 581-021-0045 – 0049
OAR 581-022-2308(2)
OAR 581-026-0005
OAR 581-026-0700
OAR 581-026-0705
OAR 581-026-0710

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2022).
~~OREGON SCHOOL ACTIVITIES ASSOCIATION, OSAA HANDBOOK.~~
Montgomery v. Bd. of Educ., 188 Or. App. 63 (2003).
Senate Bill 1522 (2022).

OSBA Model Sample Policy

Code: IK
Adopted:

Academic Achievement**

The Board believes it is important that teachers have as much accurate knowledge of student achievement as possible to assess students' needs and growth; thus, a sharing of information among parent, teacher and student is essential.

The district shall ensure that all students have the opportunity to demonstrate progress toward mastery of the knowledge and skills of the student's current grade level or course content level. Students who have not yet met or who exceed all of the standards at any grade level, will be offered additional services or alternative educational or public school options.

The Board directs staff to follow these guidelines in measuring and determining student progress:

1. Parents and students [will] ~~[may]~~ be informed ~~[at least annually,]~~ of their student's progress toward achieving the academic content standards, including but not limited to:

   a. Information on progress in each subject area to meet or exceed the academic content standards at the student's current grade level or course content level, including major goals used to determine the information;
   b. Specific evidence of student progress toward mastery of a continuum of academic knowledge and skills (academic content standards) of a subject area, upon request from a parent;
   ~~c. [Evidence of the student's progress in a continuum of knowledge and skills that are not academic and that may include student behaviors that are defined by the district;]~~
   ~~d.~~ c. Student scores on all state and local assessments indicating any of the requirements that have been waived for the district or the individual and time periods for the waiver; and
   ~~e.~~ d. Student progress toward completion of diploma requirements to parents of students in grades 9-12, including credits earned, demonstration of extended application and demonstration of the Essential Skills.

2. Parents will be alerted and conferred with as soon as possible when a student's performance or attitude becomes unsatisfactory or shows marked or sudden deterioration;

3. Grades and/or portfolio content assessment will be based upon academic performance and will not include student attitude[~~or behavior~~]. Grades will not be used for disciplinary purposes. Absenteeism or misconduct shall not be the sole criterion for the reduction of a student's grade[.] ~~[;] [Behavior performance shall be reported separately;]~~

4. At comparable levels, the school system will strive for consistency in grading and reporting except when this consistency is inappropriate for certain classes or certain students;

5. When no grades are given but the student is evaluated in terms of progress, the school staff will ~~also provide a realistic appraisal of the student~~''~~s standing in relation to his/her peers~~ show whether the student is achieving course requirements at the student's current grade level;

6. The staff will take particular care to explain to students the meaning of marks and symbols used to reflect student performance.

END OF POLICY

Legal Reference(s):

ORS 107.154
ORS 329.485
ORS 343.295
OAR 581-021-0022
OAR 581-022-2260
OAR 581-022-2270

OSBA Model Sample Policy

Code: JGE
Adopted:

Expulsion**

{Required policy. ORS 339.250(2) and OAR 581-021-0070 require policies on expulsion.}
A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may only be expelled for the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;

2. When other strategies to change the student's conduct~~behavior~~ have been ineffective, except that expulsion may not be used to address truancy; or

3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;

4. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a direct threat to the health or safety of students or employees; or

5. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. ~~By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.~~

{Choose one of the following two options.}[The Board delegates the authority to decide on an expulsion to the superintendent.{[1]} The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.

choose option One

{[1] The Board can retain authority for all expulsions. If the Board chooses not to delegate this authority, any recommendations for expulsion from administration would come to the Board for resolution. The Board would have to meet and determine next steps for all expulsions.}

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.]

OR

[When a recommendation for expulsion is made, the Board will meet and review the recommendation. The Board will hold or arrange for the expulsion hearing unless it has been waived.

If the Board is conducting the expulsion hearing, the Board may designate a Board member or a third party to run the hearing. The superintendent will provide relevant information to the Board, including the superintendent's recommendation and duration on disciplinary action.[2] This information will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. The Board will make the final decision regarding the expulsion.]

When a recommendation for an expulsion is made and a~~n expulsion~~ hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service[3] or by certified mail[4] at least [five] days prior to the scheduled hearing. Notice shall include:

   a. The specific charge or charges and the specific facts that support the charge or charges;
   b. ~~The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;~~
   c. A ~~recommendation for expulsion~~statement of intent to consider the charges as reason for expulsion;
   d. The student's right to a hearing;
   e. When and where the hearing will take place; and
   f. The student may be represented by counsel or other persons~~right to representation~~.

   ~~The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;~~

6. ~~Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;~~

7. If~~In case~~ the parent or student ~~has difficulty understanding~~does not understand the English language~~or has other serious communication disabilities~~, the district will provide an interpreter during the

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[2] Evidence may include the relevant past history and student education records.

[3] The person serving the notice shall file a return of service. (OAR 581-021-0070)

[4] When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

hearing ~~translator~~. All communications will be in a manner that is understandable to the parents and student;

8. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, ~~and/or~~ parent or other person. The district's attorney may be present;

9. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;

10. The student shall be permitted to be present and to hear the evidence presented by the district;

11. The hearings officer or the student may record the hearing;

12. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;

13. ~~If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommendedation decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, tThe Board will make the final decision regarding the expulsion;~~

    ~~If the Board has delegated authority to the superintendent [or designee] to act as the hearings officer, the superintendent may designate themself, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~

14. A Board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:

    a. The name of the minor student;
    b. The issues involved, including a student's confidential records;
    c. The discussion;
    d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion ~~, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion~~ for reasons other than a weapons ~~policy~~ violation, the

district must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification. ~~The district must document to the parent of the student that proposals of alternative education programs have been made.~~

END OF POLICY

Legal Reference(s):

ORS 192.660
ORS 332.061
ORS 336.615 - 336.665
ORS 339.115
ORS 339.240
ORS 339.250
OAR 581-021-0050 - 021-0075

~~House Bill 2514 (2019)~~

OSBA Model Sample Policy

Code: KNA
Adopted:

Immigration Enforcement on District Property

{House Bill 4079 (2026) requires districts to "adopt a policy for providing notice when a federal immigration authority is confirmed to have entered school property for immigration enforcement." This policy must be "consistent with applicable model policies published by the Attorney General as provided by ORS 180.810."}

The district complies with state and federal law, including Oregon Revised Statute (ORS) 180.805 and ORS 181.826, and this policy and accompanying administrative regulations KNA-AR(1) – Interactions with Immigration Enforcement and KNA-AR(2) – Federal Immigration Enforcement Request Log when responding to requests from federal immigration authorities regarding immigration enforcement. [Absent a judicially authorized subpoena, warrant or court order, district staff must not allow federal immigration authorities access to the district's records or facilities not open to the public for the purposes of immigration enforcement and must verify the validity of any subpoena, warrant or court order involving immigration enforcement presented to them by federal immigration authorities to ensure it is judicially authorized. Examples of judicial and administrative warrants and subpoenas can be found in the Oregon Attorney General's Model Public School Policies.[1] The superintendent or designee must review and approve any response to a request involving immigration enforcement. The district will provide ongoing training to designated staff to ensure compliance with this policy.]

Remove rackets

This policy will be made available in the student handbook and on the district's website[2]. [The district will ensure a copy of the Oregon Attorney General's Model Public School Policies[3] and this policy and accompanying administrative regulations are provided to staff.]

Designation of Primary Point of Contact

The [position{4}] is the primary point of contact for coordinating interactions with federal immigration authorities occurring in the district ("immigration liaison"{5}). The [alternate position] shall serve as an alternative point of contact during the immigration liaison's absence or unavailability ("alternate immigration liaison").

Deputy Superintendent

Student Services Administrator

The immigration liaison's responsibilities include:

1. Serving as the district's representative during encounters with federal immigration authorities;

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[1] https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf

[2] Must be provided in culturally appropriate languages that are used to communicate effectively with parents and guardians of students in the district, as determined by the Board. {The district is encouraged to evaluate language needs in the district in order to effectively communicate with all parents and guardians.}

[3] https://www.doj.state.or.us/wp-content/uploads/2026/06/Attorney-Generals-Model-Public-School-Policies-in-Compliance-with-SB-1538.pdf

[4] {House Bill 4079 (2026) requires the policy to "identify at least one administrator" for this purpose. The Board should consider whether a single administrator is sufficient for the district, or whether multiple administrators should be designated.}

[5] {The district can choose any title to use for this individual and should use it throughout this policy.}

1. Confirming when federal immigration authorities have entered school property for immigration enforcement purposes;

2. Ensuring federal immigration authorities engaging in enforcement activities at the district have notice of relevant district policies: JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information, JOB – Personally Identifiable Information and this policy;

3. Assisting staff in performing their duties in response to immigration enforcement efforts, including ensuring compliance with all district policies and procedures related to interactions with federal immigration authorities and immigration enforcement efforts;

4. Reviewing and responding to requests from federal immigration authorities, in coordination with, and under the direction of, the superintendent or designee;

5. Facilitating the district's compliance with lawful immigration enforcement efforts in a manner that does not unnecessarily disrupt the school environment or invade the privacy of students, staff, or volunteers;

6. Providing notice as required in this policy when a federal immigration authority has been confirmed to have entered school property for immigration enforcement.

Required Notice

When a federal immigration authority is reported to have entered school property for the purpose of immigration enforcement the immigration liaison shall confirm whether federal immigration authorities have entered school property for immigration enforcement and when confirmed, shall provide notice as follows:

1. Notice must be provided to:

   a. Students who attend the school where the federal immigration authority is confirmed to be on school property for immigration enforcement and who are in grades [7] and above;
   b. Parents or guardians of students attending the school where the federal immigration authority is confirmed to be on school property for immigration enforcement;
   c. Staff of the school where the federal immigration authority is confirmed to be on school property for immigration enforcement; and
   d. Community-based service providers that have requested to receive notice when a federal immigration authority is confirmed to be on school property for immigration enforcement. Community-based service providers can request to receive such notifications by contacting [the immigration liaison at the district office].

7. Notice must include:

   a. The general location of the federal immigration authority; and
   b. Whether classes or school operations were affected by the presence of the federal immigration authority. {{Districts may include resources available to those impacted by immigration enforcement actions.}}

8. Notice must not disclose:

a. Personally identifiable information;
b. Other information that may not be legally disclosed; or
c. Other information when the disclosure may threaten the health or safety of students or staff of the district or is prohibited by a court order.

The required notice will be provided as expediently as possible using ~~[insert communication methods the district will use]~~ [existing methods used for providing electronic communications]. - Keep

Unless otherwise prohibited by law or court order, the district will make reasonable efforts to provide notice to a student, or to the parent of guardian of a student, when the district has provided information related to the student to a federal immigration authority.

Remove brackets Keep

[Confidentiality of School Records

Except when required by a judicially authorized warrant, subpoena, or order, Oregon law prohibits the district from disclosing protected information to federal immigration authorities for the purpose of enforcing federal immigration laws. Protected information includes information relating to a person's:

1. Address;

9. Workplace or hours of work;

10. School or school hours;

11. Contact information, including telephone number, electronic mail address or social media account information;

12. Known associates or relatives; and

13. Date, time or location of the person's hearings, proceedings or appointments with a public body that are not matters of public record.

fix numbers

Oregon law also prohibits sharing any of the above information about a person's relatives or known associates with federal authorities for immigration enforcement purposes.

Oregon law generally prohibits the district from sharing or disclosing citizenship or immigration status or country of birth information[6] that the district collects, unless one of the following exceptions applies:

1. The disclosure is required by state or federal law (other than federal immigration law);

14. The disclosure is required by a judicially authorized warrant, order, or subpoena;

15. The information being shared with a person concerns only that person or their dependents; or

16. The information is aggregated and not personally identifiable.

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[6] Citizenship or immigration status or country of birth information is any information concerning:
1. Where a person was born; or
2. Whether a person is a citizen of the United States; or
3. Whether a person has lawful authority to be present in the United States.

In addition to the prohibitions described above, federal and state laws make records and information related to students confidential and permit disclosure only in limited circumstances. The district's policies with respect to student records can be found in Board policies JO/IGBAB – Education Records/Records of Students with Disabilities, JOA – Directory Information and JOB – Personally Identifiable Information. To ensure compliance with applicable federal and state law, the district's staff shall not disclose any school records or information to federal immigration authorities except as provided in these policies.

Staff must also maintain the confidentiality of school records and other information about students, staff, and volunteers when communicating with other students, parents, or community members about immigration enforcement activities involving students, staff, or volunteers of the district or occurring on district property. Staff should direct anyone with questions about immigration enforcement activities occurring on district property to the immigration liaison.]

Remove Bracket

Training

The district will provide the immigration liaison and alternate immigration liaison with training as follows:

1. The training must include information on the requirements of House Bill 4079 (2026), any applicable model policies published by the Attorney General, and this policy; and

2. The training must be provided at the time of designation and at least once every two years thereafter.

Remove Bracket

[{[7]}Upon the adoption of this policy and not less than once every two years thereafter, the district will provide training to all current district staff of one hour or more regarding federal and state laws, and the district's policies, relating to interacting with federal immigration authorities and responding to immigration enforcement efforts. The district will provide the required training to all new staff within 30 days of beginning employment.]

END OF POLICY

Legal Reference(s):

[7] {This language is included in the Attorney General's *K12 School Model Policy*. House Bill (HB) 4079 (2026) requires that districts adopt policies that are "consistent with applicable model policies published by the Attorney General as provided by ORS 180.810."}

ORS 180.810
ORS 180.805
ORS 181.826
OAR 581-021-0371

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Oregon Attorney General's *K12 School Model Policy*
Senate Bill 1538 (2026).
Senate Bill 1594 (2026).
House Bill 4079 (2026).

PROPOSED

OSBA Model Sample Administrative Regulation

Code: KNA-AR(2)
Revised/Reviewed:

Federal Immigration Enforcement Request Log

School site: _____

Person Receiving Request: _____ Title: _____

1. Requesting Officer Information

   Officer name: _____ Badge #: _____

   Agency: _____

   Contact information: _____

2. Number of officers present: _____

3. Time, date and location of request: _____

4. Nature of the request:

   ☐ Request to enter school property
   ☐ Request to access school facilities or buildings
   ☐ Request to interview a student
   ☐ Request to interview staff member
   ☐ Request to locate a student
   ☐ Request to obtain student records
   ☐ Request to detain or take custody of an individual
   ☐ Other (describe): _____

5. Source of Authority for the request

   Authority cited by officer(s):

   ☐ Administrative Warrant
   ☐ Judicial Warrant
   ☐ Court Order

☐ Administrative Subpoena
☐ Judicial Subpoena
☐ Other Authority (describe): _____

Document Presented? ☐ Yes ☐ No

If yes, identify the document and any identifying numbers: _____

Copy obtained? ☐ Yes ☐ No

6. Does the request require an immediate response? ☐ Yes ☐ No

Superintendent or Designee Review and Approval

The superintendent or designee must review the request and approve any response to a law enforcement request related to immigration enforcement.

Review Conducted By:

☐ Superintendent ☐ Superintendent's Designee

Name: _____

Title: _____

Date and Time of Review: _____

Response Authorized:

☐ Yes ☐ No ☐ Additional Legal Review Required ☐ Pending Further Information

Witnesses Present

Name	Title or Role	Contact Information
Name	Title or Role	Contact Information
Name	Title or Role	Contact Information

How the Encounter Concluded

☐ Access to school property granted
☐ Access denied pending legal review
☐ Referred to Superintendent or Designee
☐ Referred to School Administrator
☐ Officers left without further action

☐ Other (describe): _____

Detailed summary of outcome:

Additional notes:

Follow-Up Actions

- ☐ Legal counsel notified
- ☐ Superintendent notified and copies, photographs, or other documentation transmitted to the superintendent or designee.
- ☐ Law enforcement documentation copied and retained

Completed By: _____ (print name)

Title: _____

Signature: _____

Date: _____

Time Completed: _____

OSBA Model Sample Policy

Code: LBEA
Adopted:

~~Resident Student~~ Denial for Virtual Public Charter School ~~Attendance~~Student Enrollment**

{Conditionally required. This policy is required if the district plans to deny enrollment of a student to a virtual public charter school. OAR 581-026-0305 (8)}

The district is not required to approve a transfer of a resident student, when more than three percent of the students residing in the district are attending a virtual public charter school not sponsored by the district. The district will semiannually, by [~~October~~ November 1 and April 1], calculate the percentage of students residing in the district, who are attending a virtual public charter school not sponsored by the district. When the ~~established~~ calculated percentage is more than three percent, the district will not approve ~~additional~~ a student's enrollment to such a virtual public charter school.

A parent[1] must give notice to the district in which the parent resides of their intent to enroll their student in a virtual public charter school ~~not sponsored by the district, before enrolling their student in such a school and notice of actual enrollment~~. If the calculated percentage is three percent or less, or the district sponsors the desired virtual public charter school, the district will issue a notice of approval or choose not to respond.

~~If the district is not approving the enrollment, the district must respond with a decision to not give approval within 10 calendar days of receipt of the notice of intent from the parent. Such decision~~ If the calculated percentage is more than three percent and the desired virtual public charter school is not sponsored by the district, the district will issue a denial notice[2] within 10 calendar days of receiving notice from a parent and must include:

1. The notice the student is denied for enrollment to the virtual public charter school;

2. The percentage of students in the district that attend virtual public charter schools that are not sponsored by the district, based on the most recent calculation~~s~~ at the time the intent to enroll was received by the district;

3. ~~The right to appeal the decision to the State Board of Education;~~

4. A list of two or more other online options available to the student; and

5. A copy of OAR 581-026-0305 and OAR 581-026-0310.

When calculating the percentage, ~~T~~the district is only required to use data that is reasonably available to the district, including but not limited to the following for such calculation:

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[1] "Parent" means parent, legal guardian or person in parental relationship as defined in ORS 339.133.

[2] If a parent does not receive a notice of approval or disapproval from the district within 10 days of sending the notice of intent to enroll to the district, the student shall be deemed approved for enrollment by the district. (OAR 581-026-0305 (4))

1. The number of students residing in the district enrolled in the schools within the district;

6. The number of students residing in the district enrolled in virtual and non-virtual public charter schools located in the district;

7. The number of students residing in the district enrolled in virtual public charter schools not sponsored by the district;

8. The number of home-schooled students ~~who reside~~residing in the district and who have registered with ~~the~~ an educational service district; and

9. The number of students ~~who reside~~residing in the district enrolled in private schools located within the ~~school~~ district.

A parent may appeal ~~a decision of a~~the district's ~~to not approve a~~denial for student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

If the student was enrolled in a virtual public charter school while living in another district and has maintained continuous enrollment in such school since moving into, and residing in this district, approval is not required.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 338.125
OAR 581-026-0305
OAR 581-026-0310

b. September Bond Updates Report
c. Summer Learning

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

Board Agenda — August 11— Personnel Action

Licensed Hires(s):

Zachary Barrows	Grade 3 Teacher/Taft Elementary

Classified Hires(s):

Jonah Crouse	Technology Support Specialist II/TLC
Makayla Sanchez	Instructional Asst/Taft Elementary
Meredith Young	Special Education Teaching Asst II/Taft 7-12

Coach Hires(s):

Dennis Sutherland	Asst Football/Toledo Jr-Sr High School

Rescinded Resignation(s):

Karen Dedijer-Small	21st Century Site Coordinator/Crestview Heights

Resignation(s):

Brooke Hieserich	Instructional Assistant Taft Elementary	Resignation 9/2/2025 – 8/20/2026
Raylyn McCulloch	Special Education Teaching Asst II Newport High School	Resignation 11/14/2022 – 6/30/2026
Trevor Tangen	Instructional Coach Toledo Jr-Sr High School	Resignation 8/26/2022 – 6/30/2026
Greta Zafforoni	School Counselor Toledo Jr-Sr High School	Resignation 8/24/2018 – 6/30/2026

c. 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

By: _____

Name: Philip Hofmann
Title: Deputy Director of Procurement

Date: _____

LINCOLN COUNTY SD

By: _____

Name: Kim Cusick
Title: Business Director

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.

d. Facilities & Maintenance/Transportation/Food Services
    1. Toledo High Elevator

New Installation Proposal

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.

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

Service Agreement Exhibit

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.

- 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.

- 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.

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
August 11, 2026

TOPIC: Toledo High School Elevator

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

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

DESCRIPTION OF AGENDA ITEM:

Facilities and Maintenance requested proposals to install new elevator at Toledo High School near the cafeteria.
Facilities and Maintenance received one proposal from TK Elevator (the company that services our elevators now)
TK Elevator proposal $147,822.00

Facilities and Maintenance is asking the School Board to approve proposal

SUPERINTENDENT'S RECOMMENDATION:

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

9/20/13 lku

2. Pest Management

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

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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.

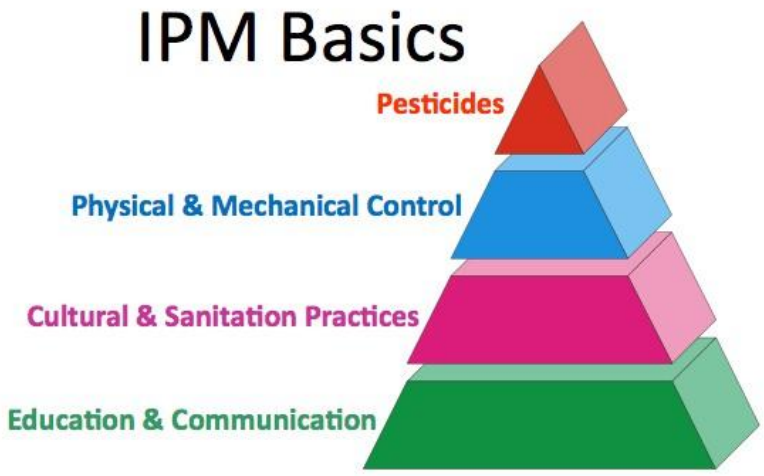
IPM Basics

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) Grounds

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.~~

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
August 11, 2026

TOPIC: Integrated Pest Management Plan

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Tim Kaufman and Riley Hiner

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

DESCRIPTION OF AGENDA ITEM:

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

SUPERINTENDENT'S RECOMMENDATION:

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

9/20/13 lku

9. Action Items
    a. Business Services
        1. Mileage Rate Update
            i. 26-27 Revised Organizational Resolution

RESOLUTION 2026/27 – 02

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 76 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	___	___

b. Board
    1. 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

2. Potential Football Co-op with Siletz Valley School

10. Items of Information & Discussion
    a. Teaching & Learning
        1. English Learner Oregon Annual Report

English Learners in Oregon

Annual Report 2024-25

June 2026

OREGON DEPARTMENT OF EDUCATION

Oregon achieves . . . together!

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Acknowledgements

We extend our appreciation to colleagues from across the Oregon Department of Education who contributed to this report through data sharing, data analysis, and review of the findings.

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Executive Summary

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report's purpose is to describe the population of English learners in Oregon and provide a summary of district and state progress towards meeting English learners' needs and the state's objectives to meet those needs. Pursuant to this statute, ODE has also developed the Multilingual Learner Strategic Plan, with priority areas emphasizing community engagement, transformative educators, culturally responsive practices, and pathways to multilingualism to ensure equity and success for all multilingual learners in Oregon's public schools. The current English learner report is also available on ODE's Public Transparency webpage.

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an English Language Development (ELD) program as English learners. While these students are learning English in an ELD program, the English learner designation only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (García, 2009). Thus, although this report will use the term "English learner" in alignment with ORS 327.016, it is important to recognize that these students are multilingual learners who bring valuable linguistic and cultural assets.

ODE annually reports on four groups of English learners: current, former, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the 2024-25 school year[1]. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2024-25 school year. (Monitored English learners are a subset of former English learners who are monitored for four years after exiting an ELD program.) Ever English learners are the combination of current, monitored, and former English learners. Finally, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program before or during the 2024-25 school year.

Oregon's English learner population continues to grow, driven in part by increases in recently arrived students.

As of May 1, 2025, 539,521 students were enrolled in Oregon public schools and districts. Among those students, 12% were current English learners (64,525 students), 4% were former English learners (21,760 students), 3% were monitored English learners (16,285 students), and 81% were never English learners (436,951 students). Collectively, current, monitored, and former English learners (i.e., Ever English learners, constituting over 102,000 or 19% of students) represent an incredibly diverse student population in 2024-25. Guided by Oregon's vision for multilingual learners, this report highlights student demographics, academic

[1] Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

outcomes, educational experiences, and opportunities for current, former, and monitored English learners across the state.

What's New in the 2024-25 Report

Several notable changes occurred in the English learner student population and outcomes during the 2024-25 school year:

- The number of current English learners increased to 64,525 students, a 3.2% increase from 62,522 students in 2023-24, while overall statewide enrollment declined to 539,521 students.
- The number of recent arrivers in Oregon has more than doubled over the past five years. In 2024-25, 10,353 current English learners were recent arrivers, representing the highest count observed during the six-year period examined. Most of this growth occurred during the last two school years.
- Ever English learners represented 19% of Oregon's student population, up slightly from 18.8% in 2023-24.
- The average expenditures-to-revenues ratio increased from 0.87 in 2023-24 to 0.95 in 2024-25.
- To support future alignment with Oregon Senate Bill 141 (2025), this report includes additional analyses related to third-grade English language arts achievement, eighth-grade mathematics achievement, regular attendance, and five-year completion rates.

The distribution of current English learners varied across grade levels and districts in Oregon during the 2024-25 school year. Woodburn School District served the highest percentage of current English learners, with 48.1% of students learning English in an ELD program as of May 1, 2025. On the other hand, 59 Oregon districts had less than 5% of their students learning English in an ELD program.

Other key features of the English learner student population in the 2024-25 school year include the following:

- Most current English learners were in elementary grades (55.3%) while the majority of former English learners were in high school grades (80.1%).
- Between 2019-20 and 2024-25, overall statewide enrollment declined by 6.7%, while the number of current English learners increased by 20.6%.
- The number of recently arrived current English learners (i.e., new immigrant students) increased by 56%, from 6,647 in 2023-24 to 10,353 students in 2024-25.
- Spanish was the predominant home language of current English learners (75.5%), but overall, there were 247 documented unique home languages (unchanged from the previous year) spoken by current English learners. Other prevalent languages include Russian, Chinese, Vietnamese, Ukrainian, Chuukese, and Arabic.
- Approximately 77% of current English learners were Latino/a/x, and 35% of Latino/a/x students were current English learners. A similar percentage of Native Hawaiian/Pacific Islander students (about 34%) were current English learners.

Current English learners were more likely to receive special education services and less likely to participate in TAG programs.

The report also examines the involvement of English learners in targeted federal and state programs: students experiencing poverty (SEP), special education, migrant education, and the talented and gifted (TAG) program.

Key findings include the following:

- A higher percentage of current, former, and monitored English learners experienced poverty compared to never English learners (approximately 52, 39, and 38%, respectively, vs. 30%).
- A higher percentage of current English learners received special education services and supports compared to never English learners (about 19 vs. 17%); however, former and monitored English learners had lower rates (about 5 and 7%, respectively).
- About 9% of current English learners (5,869 students) received services in migrant education programs. Additionally, about 63% of the students in migrant education programs were current English learners, 15% were former English learners, and over 11% were monitored English learners. In total, 90% of students in migrant education programs were ever English learners.
- While across Oregon, 7.6% of never English learners participated in TAG programs, this figure was 7.3% for former English learners, 6.9% for monitored English learners, and just 0.6% for current English learners.

Younger English learners are more likely to be on track to English language proficiency than their older peers.

Oregon monitors whether current English learners (ELs) are on track to attain English language proficiency. In 2024-25, approximately 62.5% of ELs in elementary grades (K-5) were on track to meet this goal. The percentage declined substantially in middle school (35.2%) and high school (27.9%), indicating that ELs in middle and high school grades were less likely to be on track to attain English language proficiency within seven years than ELs in elementary grades. Among ELs with disabilities, the percentages were considerably lower at every grade span, with only 10.7% of high school ELs with disabilities on track to attain English language proficiency.

Former English learners consistently met or exceeded state standards at the highest rates.

Although proficiency rates varied across student groups, English language arts (ELA) and mathematics achievement remained below 50% for many student groups and grade spans statewide. Current English learners had the lowest rates of meeting or exceeding state standards in both ELA and Mathematics across all grade levels in 2024-25. In ELA, only 6.3% of current ELs in grades 3-5 met or exceeded standards, compared to 79.9% of former ELs, 56.5%% of monitored ELs, and 47.6% of never ELs. Similar patterns were observed in middle school and high school, where only 4.1% of current ELs in grades 6-8 and 4.6% of current ELs in grade 11 met or exceeded ELA standards.

A similar achievement gap exists in Mathematics. In grades 3-5, only 7.0% of current ELs met or exceeded standards, compared to 68.3% of former ELs, 43.2% of monitored ELs, and 40.0% of never ELs. In grades 6-8, only 3.1% of current ELs met standards, while in grade 11, just 2.4% met standards. Across both subjects and all grade spans, former English learners consistently met or exceeded state standards at the highest rates among current, former, monitored, and never English learner groups.

Attendance rates are higher for former and monitored ELs, but lower among current ELs, particularly in high school.

Former and monitored English learners had the highest rates of regular attendance across most grade spans in 2024-25. At the elementary level, 87.1% of former ELs and 79.9% of monitored ELs were regular attenders, compared with 73.0% of never ELs and 65.9% of current ELs. Similar patterns were observed in middle school, where monitored ELs (73.7%) and former ELs (73.0%) had higher attendance rates than never ELs (68.7%) and current ELs (60.6%).

Attendance declined for all student groups in high school, but the decline was most pronounced among current ELs. Only 45.3% of current ELs in grades 9-12 were regular attenders, compared with 54.3% of former ELs, 61.6% of monitored ELs, and 59.3% of never ELs. Across all grades (K-12), current ELs had the lowest regular attendance rate at 60.0%.

Among graduates, current English learners were more likely to earn a modified diploma.

Among students who graduated, former English learners earned regular diplomas at the highest rates. In the four-year cohort, 98.0% of former English learner graduates earned a regular diploma, compared with 96.1% of never English learner graduates and 90.5% of current English learner graduates. Current English learner graduates were more likely to earn a modified diploma, with 9.5% of four-year cohort graduates and 9.7% of five-year cohort graduates earning modified diplomas, compared with 2.0% and 1.8% of former English learner graduates, respectively.

Students designated as English learners in high school are less likely to enroll in post-secondary education than their peers.

Post-secondary enrollment rates for former English learners were comparable to those of never English learners. In 2022-23 (as reported in 2024-25), 55.2% of former ELs enrolled in a post-secondary institution within 16 months of high school graduation, compared with 56.0% of never ELs. Current English learners enrolled at substantially lower rates relative to their population, with only 33.4% continuing to post-secondary education. Across the six years examined, former ELs consistently enrolled in post-secondary education at rates similar to or slightly higher than never ELs, while current ELs enrolled at markedly lower rates.

The average expenditures-to-revenues ratio increased in 2024-25.

As in reports from previous years, this report summarizes the ratio of total current English learner expenditures to revenues districts receive for these students. In 2024-25, this ratio is 0.95, which is higher than 0.87 for 2023-24.

Introduction

In the 2024-25 school year, students who received English language instruction, supports, and services through an English Language Development (ELD) program, as well as those who exited such programs in prior years, represented 19.0% of all students enrolled in Oregon public schools and districts (as of the first school day in May 2025). These multilingual learners are an essential part of our school communities, contributing rich cultural and linguistic assets that enhance learning environments across the state. Their diverse lived experiences, languages, and heritage knowledge are invaluable to both current and future generations of Oregonians.

Guided by our statewide vision as reflected in the Oregon Multilingual Learner Strategic Plan, this report is rooted in the belief that all adults share the responsibility of building educational systems where multilingual learners are recognized and celebrated. It highlights key data about this student population, tracks academic progress and achievement, and provides insight into the educational experiences and opportunities they encounter. Our mission calls us to transform Oregon's education system to ensure that all multilingual learners receive culturally and linguistically responsive instruction, access to rigorous academic programming, and clear pathways to reach their college, career, and life goals, including graduation with the Oregon State Seal of Biliteracy or Multiliteracy.

Why this report?

ORS 327.016 directs the Oregon Department of Education (ODE) to prepare an annual report on English learner program funding and student outcomes. The report describes the population of English learners in Oregon and provides a summary of district and state progress towards meeting English learners' needs and objectives through ELD programs. Senate Bill 141 (2025) further amended ORS 327.016 to require reporting on English learner progress toward statewide performance growth targets, including measures related to academic achievement, attendance, and completion outcomes. ORS 327.016 requires ODE to include the following information in the annual report:

- English learner student demographics;
- Length of participation in ELD programs;
- Participation in special education and related services; and
- Other information identified by the ODE.

In addition, this annual report includes the following financial information:

- Allocations to each school district from the State School Fund for students enrolled in ELD programs;
- The extent to which districts expend these allocations for students enrolled in ELD programs; and
- The categories of expenditures for ELD program funding.

This annual report looks back at the prior school year, which is the 2024-25 school year. This report will be available on the ODE website. State law requires the report to be available to the public at each district's main office and on district websites. In addition to the annual reporting requirement to the public, ORS 327.016 also requires the ODE to "submit to the interim legislative committees on education a summary of the two most recent reports prepared" prior to "January 1 of each odd-numbered year."

Definitions

ORS 327.016 describes students who receive English language instruction, supports, and services as part of an ELD program as English learners. While these students are learning English in an ELD program, the English learner designation only focuses on a singular dimension (i.e., learning English) and does not reflect the linguistic and cultural assets of the students (García, 2009). Thus, although this report will use the term "English learner" in order to comply with ORS 327.016, it is important to recognize that these students are multilingual and value their linguistic and cultural assets.

ODE annually reports four groups of English learners: current, former, monitored, ever, and never English learners. Current English learners are multilingual students who were learning English in an ELD program during the 2024-25 school year[2]. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program over four years prior to the 2024-25 school year. (Monitored English learners are a subset of former English learners who are monitored for four years after exiting an ELD program.) Ever English learners are the combination of current, monitored, and former English learners. Finally, never English learners are monolingual or multilingual students who were not designated to receive English language instruction, supports, and services in an ELD program before or during the 2024-25 school year.

Structure of this report

This report consists of five sections:

Section 1: Demographics of English Learners

Section 2: Participation in Targeted Programs

Section 3: Language Development and Academic Achievement

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

Section 5: State Revenues and Expenditures for English Learners

Several aspects of this year's report differ from reports issued in previous years. These changes are informed by Oregon's Multilingual Learner Strategic Plan, which envisions educational systems where multilingual learners are valued for the rich languages, cultures, lived experiences, and knowledge they bring to Oregon schools and communities. Consistent with that vision, this report highlights student demographics, academic outcomes, educational experiences, and opportunities for current, former, and monitored English learners across the state. The report also reflects the Strategic Plan's priority areas of authentic and responsive community engagement, systems and instructional improvements, transformative educators and administrators, and pathways to multilingualism. To that end, where appropriate, this report provides comparisons to never English learners (i.e., students not eligible to receive services through an ELD program). Additionally, monitored English learners are now distinguished from former English learners. New sections on

[2] Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

Dual Language Bilingual Education (DLBE) programs, access to core content, and students' sense of belonging have also been added.

Furthermore, in addition to describing statewide patterns, in some cases the report indicates which districts serve large numbers of certain types of students (e.g., students graduating with a state seal of biliteracy).

Similar to last year, this report provides insights into student academic outcomes in English language arts (ELA) and Mathematics. In addition, consistent with amendments to ORS 327.016 resulting from Oregon Senate Bill 141, the report includes information on newly established performance growth target indicators, including 3rd grade ELA achievement, 8th grade mathematics achievement, kindergarten through second-grade regular attendance, K-12 regular attendance, and five-year completion rates for multilingual learners and their peers. To provide additional context, Oregon has established statewide performance growth targets for the 2029-30 school year, including 82.0% for kindergarten through grade 2 attendance, 78.3% for kindergarten through grade 12 attendance, 52.6% for third-grade English language arts proficiency, 52.0% for eighth-grade mathematics proficiency, 94.9% for ninth-grade on-track status, 92.3% for four-year graduation, and 95.4% for five-year completion. These targets reflect the long-term outcomes Oregon is working toward achieving statewide.

Finally, districts can access district-level English learner demographic and outcome data for the 2024-25 school year through the District Data Profiles; however, the profiles do not currently include all the new statewide accountability indicators discussed in this report.

Section 1: Demographics of English Learners in Oregon in 2024-25

Almost one in five Oregon students has been designated as an English learner. As of the first school day in May 2025, 539,521 students were enrolled in Oregon public schools and districts. Among those students, 12.0% were current English learners (64,525 students), 4.0% were former English learners (21,760 students), 3.0% were monitored English learners (16,285 students), and 81.0% were never English learners (436,951 students). Current, monitored, and former English learners, collectively referred to as ever English learners, represented 19.0% of all students (102,570 students) in 2024-25. These students brought a rich linguistic and cultural heritage to their classrooms, schools, and communities. This section summarizes the demographics of Oregon's English learner population, considering grade levels, interruptions in formal education among newcomer immigrant students, and racial, ethnic, and linguistic diversity.

Current and Former English Learners

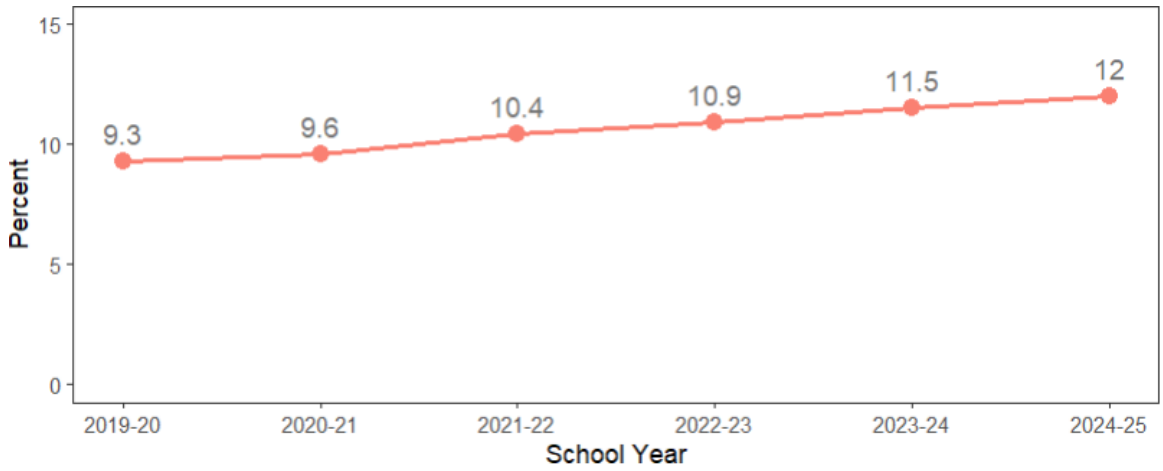
Comparisons between current, monitored, former, and ever English learners are useful to understand the experiences and outcomes of English learners over time, and to counter misperceptions about English learner achievement. Current English learners tend to perform at lower levels while still developing English, particularly on assessments of content knowledge that are administered in English, which can negatively impact their performance. However, once current English learners attain English language proficiency, they often perform academically at significantly higher levels than their peers, including monolingual English speakers, indicating the value of bilingualism (Thompson, Umansky, & Rew, 2022; Hopkins, Thompson, Linquanti, Hakuta, & August, 2013).

Current English learners are multilingual students for whom English is not their native language, or who come from an environment where a language other than English has had a significant impact on their English proficiency, and who are learning English in an ELD program during the school year[3]. They receive English language instruction, supports, and services to help them become proficient in English. Figure 1 shows the increasing percentage of current English learners from the 2019-20 to 2024-25 school years[4].

[3] Note that current English learners also include students who are eligible to receive English language instruction, supports, and services in an ELD program but do not participate because their parents or guardians waive English language instruction, supports, and services.

[4] The data for this portion of the report relies on student enrollments as of the first school day in May 2024.

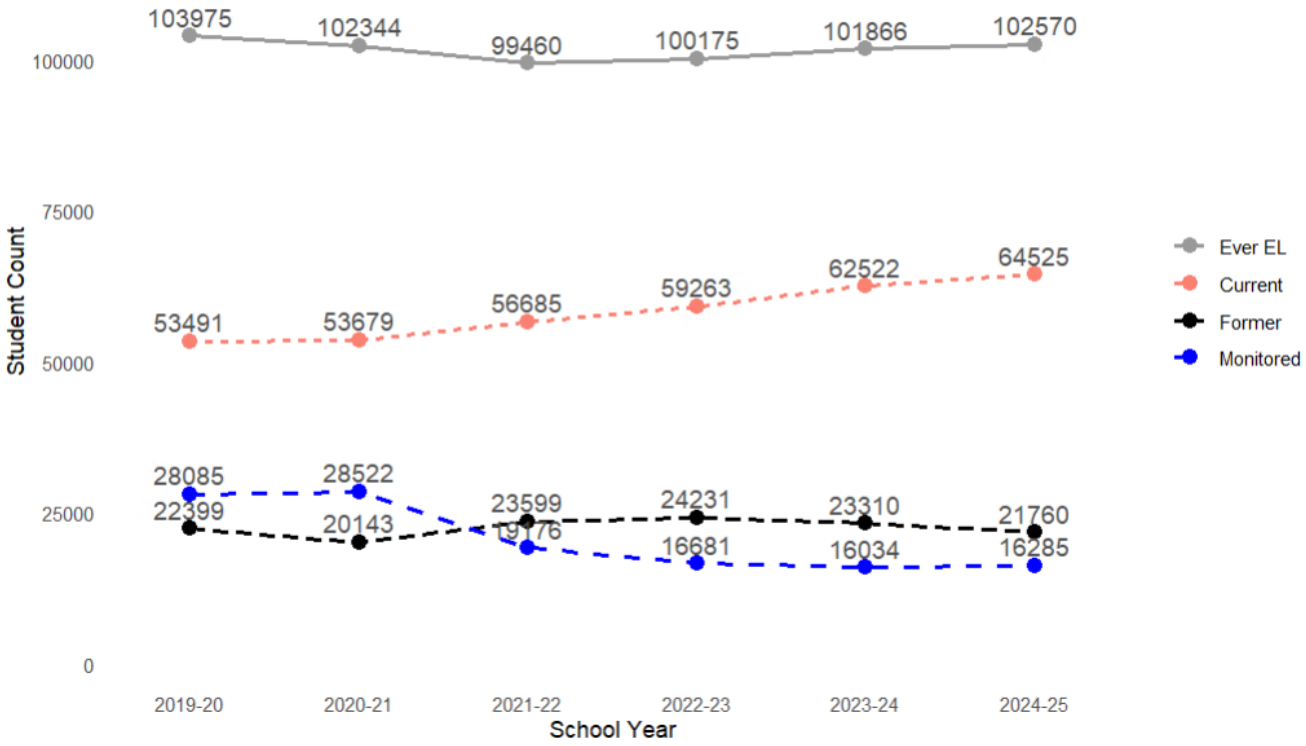
Figure 1. Percentage of all Oregon students who were Current English Learners (2019-20 to 2024-25)



Although a relatively small proportion of students in 2024-25 were former (21,760; 4%) or monitored (16,285; 3%) English learners, these remain important student groups for continued support and monitoring. Former English learners are multilingual students who demonstrated English proficiency and exited an ELD program prior to the 2024-25 school year. Monitored English learners are a subset of former English learners who are monitored for four years after exiting EL services. Research suggests that, even after attaining English proficiency, some former English learners may continue to need support in developing high levels of academic English necessary for success in school. Consistent with this need, ODE's Title III monitoring process includes reviewing how districts monitor the progress of former English learners and support their continued academic success.

Although the composition of the English learner population has changed over time, Oregon has maintained a relatively stable population of more than 100,000 ever English learners (current, former, and monitored English learners combined) over the past six years. Figure 2 shows the change in the count of current, former, and ever English learners in Oregon over the last six school years. In general, it displays a slightly fluctuating population of ever English learners in Oregon, starting at about 104,000 in 2019-20 and, following a decline and increase for a few years, reaching over 102,000 students in 2024-25.

Figure 2. Number of Current, Monitored, Former, And Ever English Learners in Oregon (2019-20 to 2024-25)

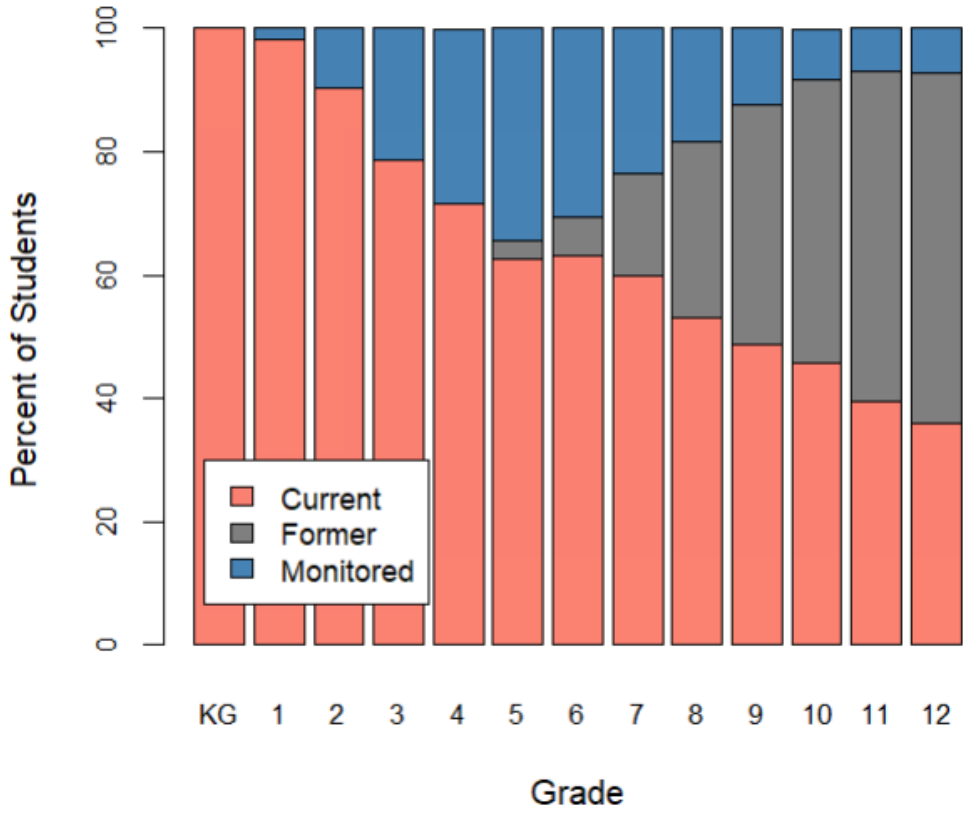


The majority of current English Learners were in the elementary grades.

Figure 3 illustrates the distribution of current English learners, former English learners, and monitored English learners across grade levels. In the early grades, nearly all ever English learners were classified as current English learners, with monitored English learners accounting for 100% of ever English learners in Kindergarten, 98.1% in Grade 1, and 90.3% in Grade 2. This population is not static, and each grade includes newcomers who may have schooling experiences from outside of the United States.

As students progress through elementary and middle school, the proportion of current English learners steadily declines while the percentages of former English learners and monitored English learners increase, reflecting students who have attained English proficiency and exited English learner services. By Grade 8, current English learners represented 53.2% of ever English learners, while former and monitored English learners combined accounted for 46.8%. By high school, current English learners comprised less than half of ever English learners, declining to 36.0% by Grade 12, while former and monitored English learners together represented 64.0%. This is because students attain English proficiency as they progress through the K-12 system and transition into monitored or former English learner status.

Figure 3. Comparison of the percentage of Current, Monitored, and Former English learners by grade in 2024-25

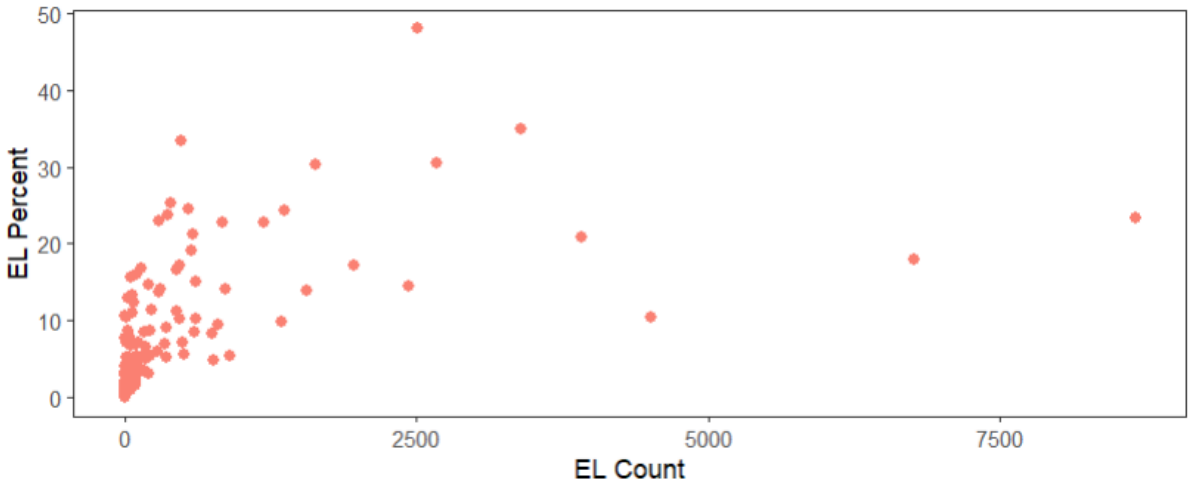


English Learner enrollment varied across Oregon districts.

Oregon has 197 school districts, and 80% of them are serving students designated as English learners. In 2024-25, 155 districts provided English language instruction, supports, and services to current English learners. Of these districts, 132 districts serving current English learners accessed federal Title III funding either directly or through a consortium, which in 2024-25 provided an additional $113 per student for supplemental English learner services. In contrast, 42 districts in Oregon did not have any enrolled English learners.

Figure 4 shows the distribution of current English learners across Oregon districts in 2024-25. There were eight districts with more than 2,000 current English learners. The figure illustrates substantial variation across districts in both the number and percentage of current English learners. While most districts served relatively small numbers of English learners and had English learner percentages below 10%, a smaller number of districts served either large numbers of English learners, high concentrations of English learners, or both. Notably, districts with the highest percentages of English learners were not always the districts with the largest English learner enrollments.

Figure 4. Comparison of the number and percentage of Current English learners by district in 2024-25



A sizable proportion of Oregon districts did not have any current English learner enrollments in 2024-25. The 42 districts not currently serving English learners tended to be small in overall population (median 108 students).

The variation in English learner's population across districts is also evident in Table 1, which shows the 10 districts with the highest numbers of current English learners.

Table 1. Districts with the highest number of Current English learners in 2024-25

District Name	Number of Current English Learners	Percentage of Current English Learners
Salem-Keizer SD 24J	8,663	23.4
Beaverton SD 48J	6,761	18
Portland SD 1J	4,514	10.5
Hillsboro SD 1J	3,909	20.9
Reynolds SD 7	3,397	34.9
David Douglas SD 40	2,677	30.6
Woodburn SD 103	2,508	48.1
North Clackamas SD 12	2,432	14.5
Gresham-Barlow SD 10J	1,966	17.3
Centennial SD 28J	1,638	30.4

In addition, Table 2 shows the 10 districts with the highest percentages of current English learners. Several districts, including Woodburn SD, Reynolds SD, David Douglas SD, Centennial SD, and Salem-Keizer SD, appear on both lists. This indicates that these districts not only serve large numbers of current English

learners, but that current English learners also comprise a substantial share of their overall student populations. Notably, nearly half of all students in Woodburn SD (48.1%) were current English learners, while current English learners represented more than one-third of students in Reynolds SD (34.9%) and approximately one-third of students in David Douglas SD (30.6%) and Centennial SD (30.4%).

Table 2. Districts with the highest percentage of Current English learners in 2024-25.

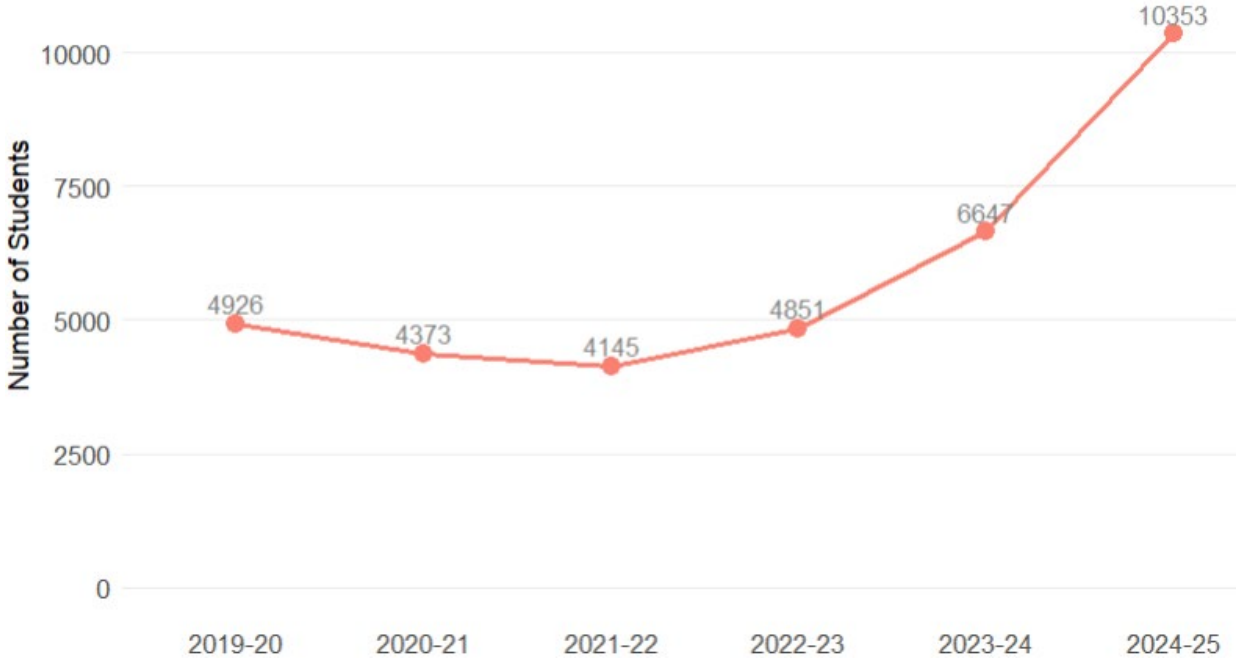
District Name	Number of Current English Learners	Percentage of Current English Learners
Woodburn SD 103	2,508	48.1
Reynolds SD 7	3,397	34.9
Umatilla SD 6R	487	33.4
David Douglas SD 40	2,677	30.6
Centennial SD 28J	1,638	30.4
Milton-Freewater Unified SD 7	391	25.4
Morrow SD 1	544	24.5
Forest Grove SD 15	1,373	24.3
North Marion SD 15	373	23.8
Salem-Keizer SD 24J	8,663	23.4

The number of recently arrived English learners increased substantially during the last two school years.

The term “recent arrivers” refers to students who were born outside of the U.S. and Puerto Rico, and who have been educated in the U.S. for fewer than three cumulative years (i.e., these students are recent immigrants). They can be current, former, or never English learners; however, the majority are current English learners.

The number of recent arrivers in Oregon has doubled in the past five years. In 2024-25, 10,353 current English learners were recent arrivers. This number represents the largest count of recent arrivers over the last six years (see figure 5).

Figure 5. Number of Current English learners who were recent arrivers in Oregon (2019-20 to 2024-25).



Most recently arrived English Learners (over 54%) were in the elementary grades, while about 21% were in grades 6-8 and over 24% were in high school. Current English learners who are recent arrivers in middle and high school contend with significant challenges, since they must learn the language while also using English-language textbooks and lectures to learn the content of their courses in a variety of subject areas (Short & Fitzsimmons, 2007). Recent arrivers in the secondary grades are known as adolescent newcomers, and districts sometimes design specialized programs to serve their unique language and cultural needs.

Statewide, the total number of current English learners who were adolescent newcomers in 2024-25 was 6,850. Five Oregon districts with the largest population of adolescent current EL newcomers in 2024-25 are shown in Table 3.

Table 3. Districts with the largest population of EL adolescent newcomers in 2024-25.

District	Number of Adolescent Newcomers (Recently Arrived Current English Learners in Middle or High School)
Salem-Keizer SD 24J	577
Beaverton SD 48J	501
Portland SD 1J	436
David Douglas SD 40	373
Hillsboro SD 1J	256

In 2024-25, districts reported over 1,000 current English learners had experienced interruptions in their education.

Some current and former English learners had their education interrupted or received limited formal education before arriving in the U.S. school system. Often, these were immigrant or refugee students who had spent time in refugee camps or whose process of immigration to the U.S. prevented them from attending school for a period of time. These students are known as students with limited or interrupted formal education (often abbreviated as SIFE or SLIFE). Students are SLIFE if they are immigrant students or English learners who enter school in the U.S. after grade two and experience all of the following:

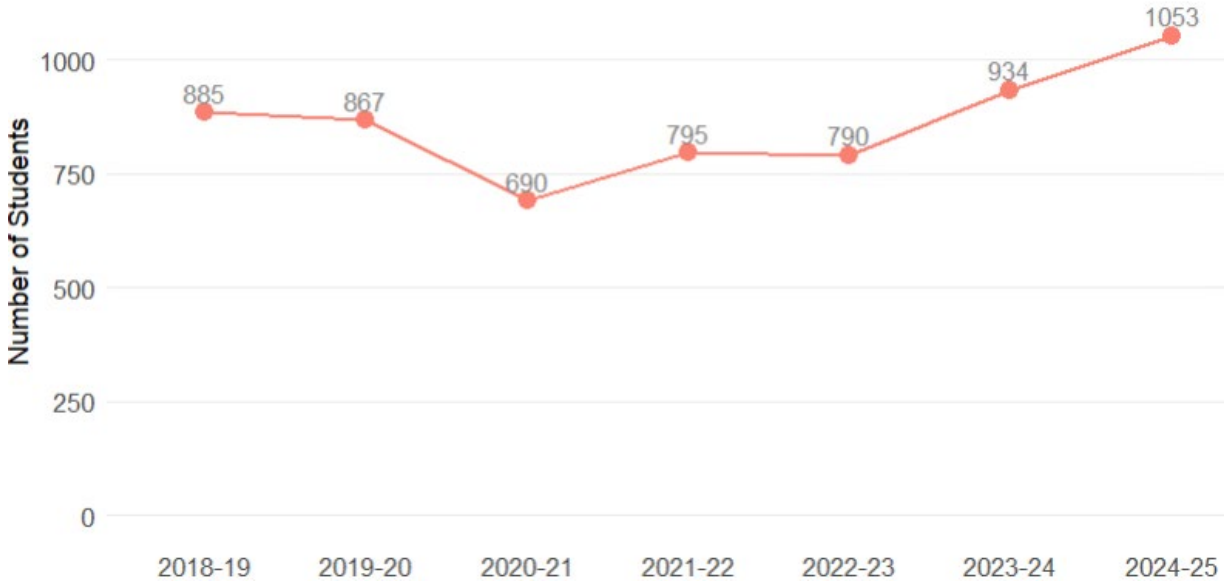
a. Have at least two fewer years of schooling than their peers of the same age,
b. Function at least two years below grade level expectations in reading and mathematics, and
c. Are preliterate in their native language.[5]

SLIFE students face unique circumstances. In addition to having missed at least two years of schooling, some arrive having experienced significant trauma. Schools need to find ways to serve SLIFE students without placing them in classes with younger students, since forming relationships with peers, including never English learner peers, is a factor that appears to improve academic outcomes (Browder, 2014).

ODE began collecting data on the number of students with limited or interrupted formal education in 2015-16. For the 2024-25 school year, districts reported 1,053 current English learners with limited or interrupted formal education (over 1.6% of all current English learners). As figure 6 illustrates, the number of current English learner students with limited or interrupted formal education decreased from 2018-19 to 2022-23 but increased in 2023-24 and 2024-25.

[5] See ESEA Title III English Learner Definitions for more details.

Figure 6. Number of Current English learners with an interrupted formal education (2018-19 to 2024-25).



Most students with limited or interrupted formal education were in high school (over 57%). Another 25.7% were in the middle school grades (grades 6-8), and only 16.9% were in the elementary grades.

In 2024-25, the distribution of current English learners with limited or interrupted formal education was not uniform across Oregon districts. Instead, current English learners with limited or interrupted formal education were, for the most part, concentrated in a few districts. Table 4 identifies districts that provided English language instruction, supports, and services to at least 20 current English learners with limited or interrupted formal education in 2024-25. These districts alone enrolled the majority of all SLIFE students in Oregon. Note that some of the districts serving many adolescent newcomers (see Table 3) also enroll a significant number of current English learners with interrupted formal education (e.g., Portland and Beaverton).

Table 4. Districts serving at least 20 Current English learners with interrupted formal education in 2024-25

District	Number of Current English Learners with Limited or Interrupted Formal Education
Hillsboro SD 1J	454
Beaverton SD 48J	143
McMinnville SD 40	79
Portland SD 1J	74
Hermiston SD 8	61
Woodburn SD 103	35
David Douglas SD 40	27
South Lane SD 45J3	23

Current English learners across the state spoke 247 unique home languages.

Statewide, current English learners spoke over 247 different languages at home. By far the most prevalent home language among Oregon current English learners was Spanish, spoken at home by over 75% of all current English learners. The four next most common languages were Russian, Chinese, Vietnamese, and Arabic. Taken together, these top five languages represent 84.0% of home languages among current English learners (see Table 5). In recent years, the number of current English learners speaking Somali, Mesoamerican languages, and other languages has been increasing.

In 2020, ODE expanded the language of origin reporting options to include an additional 384 languages, many of which were Mesoamerican languages such as Mam, Q'anjobal, and K'iche. This was intended to reduce the prevalence of districts reporting an unknown home language. However, in 2024-25, districts[6] reported an unidentified home language (listed as '*other languages*' in Table 5) for 861 English learners, suggesting a need for continued training and support in this area.

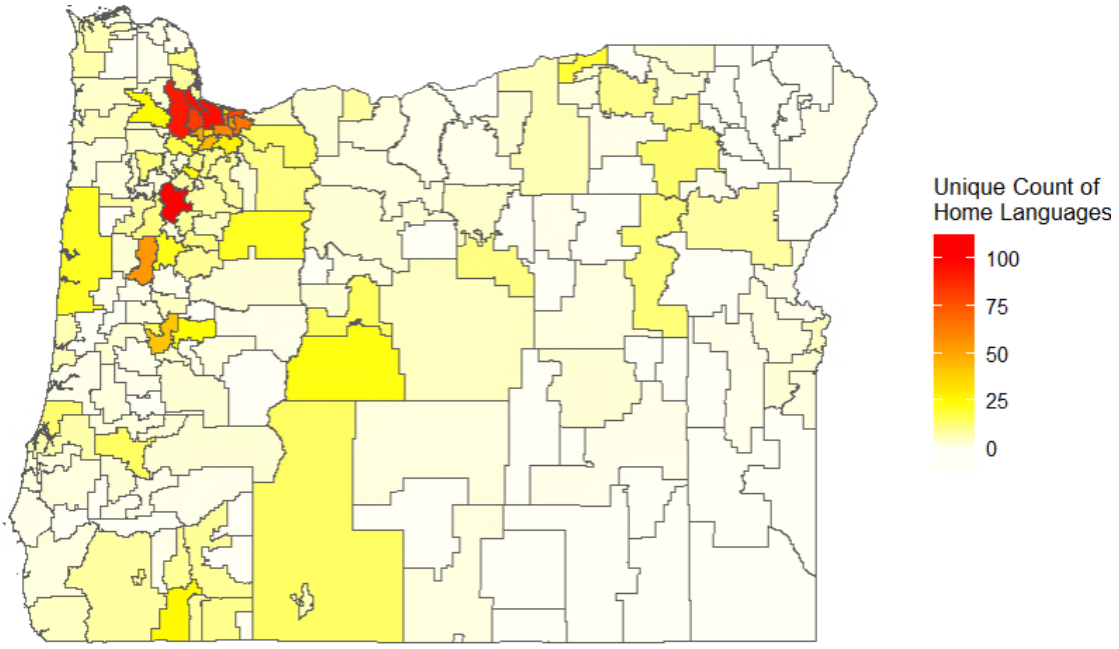
Table 5. Most prevalent home languages among current English learners in 2024-25.

Language	Number of Current English Learners with this Language	Percentage of Current English Learners with this Language
Spanish	48,740	75.50%
Russian	1,605	2.50%
Chinese	1,233	1.90%
Vietnamese	1,191	1.80%
Ukrainian	896	1.40%
Other languages	861	1.30%
Chuukese	835	1.30%
Arabic	820	1.30%
Somali	545	0.80%

Figure 7 provides a map illustrating the number of different home languages in different Oregon districts. A few districts, mostly in the Portland metropolitan area and Salem, provide English language instruction, supports, and services to students with over 60 unique home languages.

[6] These districts in alphabetical order included: Beaverton SD 48J, Bend-LaPine Administrative SD 1, Bethel SD 52, Canby SD 86, Centennial SD 28J, Coos Bay SD 9, Corvallis SD 509J, David Douglas SD 40, Eagle Point SD 9, Estacada SD 108, Eugene SD 4J, Greater Albany Public SD 8J, Gresham-Barlow SD 10J, Hillsboro SD 1J, Hood River County SD, Klamath County SD, Lake Oswego SD 7J, Lincoln County SD, McMinnville SD 40, Mitchell SD 55, Morrow SD 1, Mt. Angel SD 91, North Clackamas SD 12, Oregon City SD 62, Oregon Trail SD 46, Parkrose SD 3, Pendleton SD 16, Portland SD 1J, Prairie City SD 4, Redmond SD 2J, Reynolds SD 7, Riverdale SD 51J, Salem-Keizer SD 24J, Scio SD 95, Siuslaw SD 97J, Springfield SD 19, Tigard-Tualatin SD 23J, Warrenton-Hammond SD 30, and Woodburn SD 103.

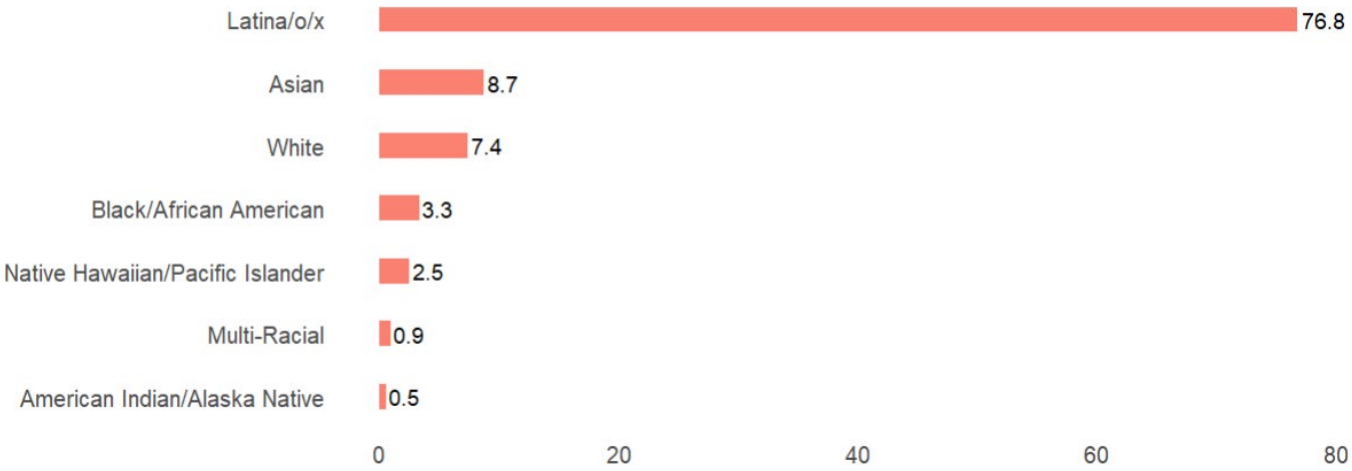
Figure 7. Geographic distribution Current English learner home languages across Oregon districts during 2024-25



The vast majority of current English learners were Latina/o/x.

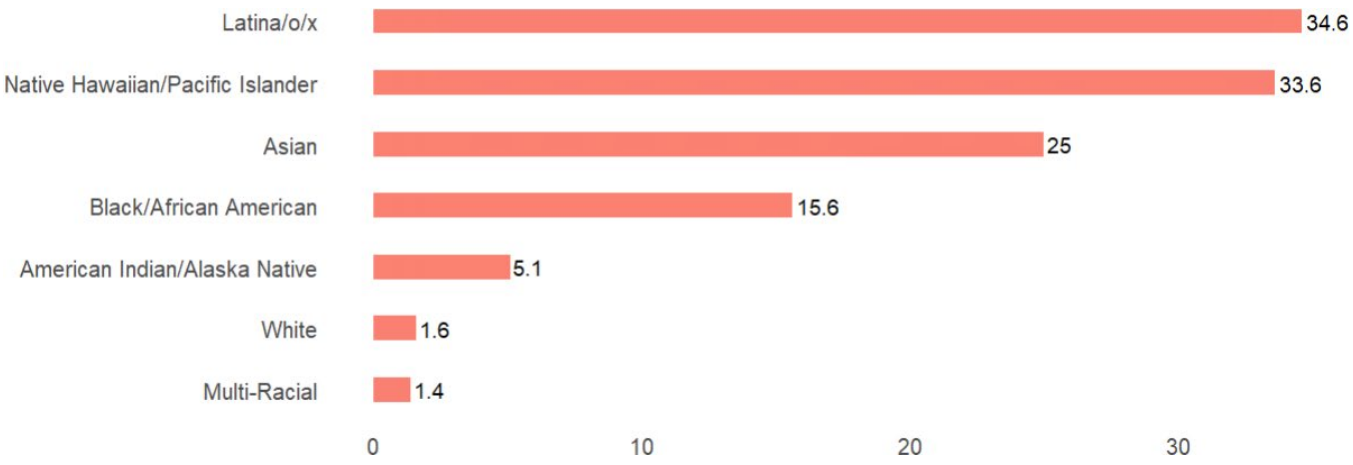
In the 2024-25 school year, Oregon served 64,525 current English learners (ELs), the vast majority of whom—49,555 students, or 76.8%, identified as Latina/o/x. This reflects the continuing trend in Oregon and nationally, where Latina/o/x students make up the largest share of the English learner population. Asian students comprised the second-largest racial/ethnic group among English learners at 8.7%, followed by White students at 7.4%. Other racial and ethnic groups were represented in smaller proportions: Black/African American students accounted for 3.3% of current English learners, while Native Hawaiian/Pacific Islander students made up 2.5%. Students who identified as multi-racial represented 0.9%, and American Indian/Alaska Native students accounted for 0.5% of the English learner population. These data highlight the linguistic and cultural diversity of Oregon's English learner community, while also emphasizing the high representation of Latina/o/x students in English learner programs. Understanding this demographic breakdown is important for tailoring supports, instructional models, and family engagement strategies that are responsive to students' backgrounds and needs. It also underscores the importance of culturally and linguistically responsive practices, especially for the groups that make up smaller shares of the English larner population and may face different access or inclusion challenges in school systems.

Figure 8. Percentage of Current English learners by race/ethnicity in 2024-25.



It is also important to note that most Latina/o/x students in Oregon were not current English learners. In fact, according to Figure 9, only 34.6% of Latina/o/x students were current English learners in 2024-25. Moreover, 33.6% of Native Hawaiian/Pacific Islander students were current English learners.

Figure 9. Percentage of each racial/ethnic group who were Current English learners in 2024-25.



Section 2: Participation in Targeted Programs

Schools and districts deliver a range of programs that aim to address the needs of particular groups of students. These include students experiencing economic disadvantages (previously measured via free and reduced price meals), special education, migrant education, and TAG programs. Most of these programs receive some federal funding; however, TAG programs receive only state funding. This section of the report describes the participation of English learners in each of these programs during the 2024-25 school year.

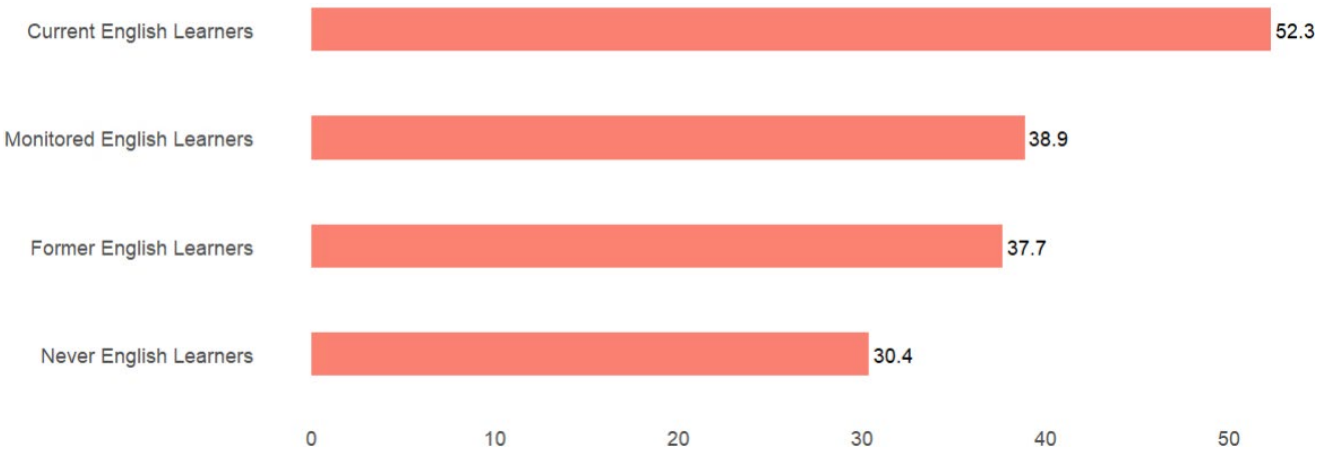
Students Experiencing Poverty

Prior to the 2023-24 school year, the identification of economically disadvantaged students relied on their eligibility for free and reduced price (FRP) school meals. FRP, however, provides an imprecise measure, since some eligible students and families never apply to the program. In addition, following the COVID-19 pandemic, some schools have continued to allow meals to be served at no cost to all students, further invalidating FRP as a reliable measure for determining students experiencing economic disadvantages (English Learners in Oregon Report, 2024).

Since the 2023-24 school year, ODE began adopting a new composite indicator, replacing FRP, called "Students Experiencing Poverty" (SEP, Oregon Statewide Report Card, 2024). SEP includes those students that experienced one or more disadvantages, including receiving Supplemental Nutrition Assistance (SNAP) or Temporary Assistance for Needy Families (TANF) benefits, being in foster care, experiencing homelessness, or receiving migrant education services.

Figure 10 illustrates the percentage of students identified as experiencing poverty within four English learner groups for the 2024-25 school year. The data reveal that Current English Learners are the most affected, with 52.3% identified as experiencing poverty, followed by Monitored English Learners (38.9%) and Former English Learners (37.7%). The group with the lowest SEP rate is Never English Learners, at 30.4%.

Figure 10. Percentage of Current, Monitored, Former, and Never English learners experiencing poverty in 2024-25.



Special Education

Students who are current English learners and receive special education services and supports are known as dual-identified students, since they receive instruction, supports, and services from two programs (i.e., English language development and special education).

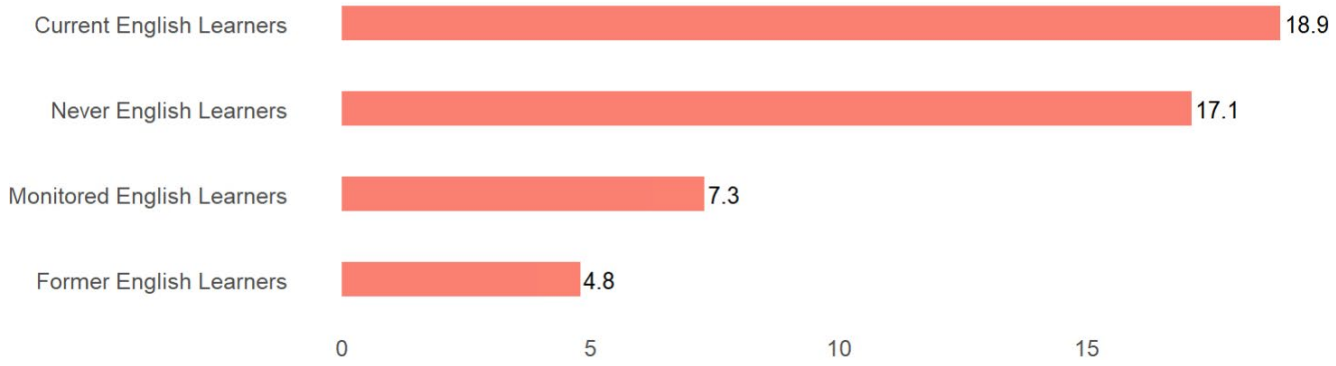
There is some concern in the field about the difficulty of accurately identifying current English learners who may need special education services and supports. Because students are simultaneously developing English proficiency and academic skills, it can be challenging to distinguish language acquisition processes from disability-related needs. As a result, some students may be incorrectly identified for special education services, while others with genuine disabilities may not be identified in a timely manner. These identification

challenges are present not only in Oregon but across the U.S. (Artiles & Ortiz, 2002; Hamayan, Marler, Sanchez Lopez, & Damico, 2007; Umansky, Thompson, & Díaz, 2017).

Current English learners received special education services and supports at a higher rate.

Figure 11 shows the percentage of English learner subgroups receiving special education services in Oregon during the 2024-25 school year. Current English learners had the highest rate at 18.9%, followed by never English learnersLs at 17.1%. Monitored English learners and former English larners had lower rates, at 7.3% and 4.8%, respectively. While current English learners had a slightly higher rate of special education participation than never English learners, the two groups had broadly similar rates. In contrast, fFormer and monitored English learners had substantially lower rates. These patterns highlight the importance of careful evaluation practices to distinguish language acquisition needs from disability-related needs.

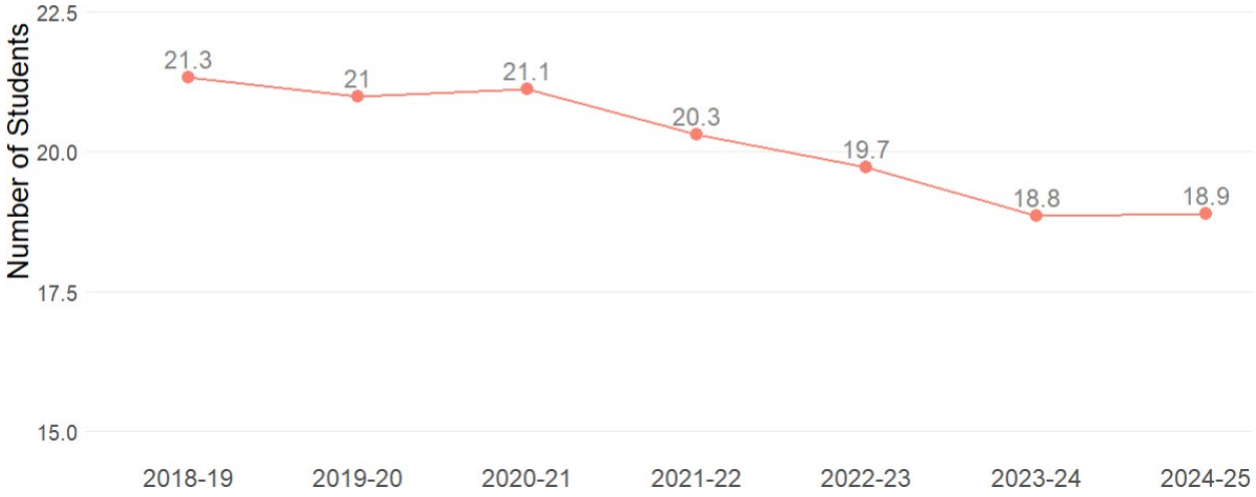
Figure 11. Percentage of Current, Monitored, Former, and Never English learners receiving special education services and supports in 2024-25.



The percentage of current English learners receiving special education decreased in 2024-25.

In 2024-25, 12,187 current English learners (18.9%) were receiving special education supports and services. Despite their higher rate of identification for special education services, the percentage of current English learners receiving special education services and supports remained relatively stable compared to the previous year, increasing slightly from 18.8% in 2023-24 (see Figure 12).

Figure 12. Percentage of Current English learners receiving special education services and supports (2018-19 to 2024-25).



Most current English learners with a disability in 2024-25 had a Specific Learning Disability (3,748 students) or a Speech/Language Impairment (2,625 students) as their primary disability. Other primary disabilities, with 100 or more current English learners in 2024-25, included Autism Spectrum Disorder, Other Health Impairments, Developmental Delay, Intellectual Disability, Emotional Behavior Disability, and Deaf or Hard of Hearing (see Table 6). It is also worth noting that 4.1% (2,625 students) of dually identified current English learners reported a Speech/Language Impairment, which remains over 1 percentage point higher than the rate observed among never English learners (about 3.0%).

Table 6. Primary disabilities involving 100 or more current English learners in 2024-25.

Disability Type	Number of Current English Learners	Percent of Current English Learners
Specific Learning Disability	3,748	5.8
Speech/Language Impairment	2,625	4.1
Autism Spectrum Disorder	1,459	2.3
Other Health Impairments	1,161	1.8
Developmental Delay 3-9yr	881	1.4
Intellectual Disability	697	1.1
Emotional Behavior Disability	290	0.4
Deaf or Hard of Hearing	174	0.3

Migrant Education

Some English learners also participate in migrant education programs. Students ages 3-21 can qualify for Title I-C migrant education programs (MEP) if they or their parents are engaging in qualifying agricultural or fishing work, and they have moved within the past 36 months to obtain or seek this type of work. Many migrant

children experience poverty, and when they move, they confront the challenges of having to adjust to different teachers with different instructional approaches and materials, as well as building new social connections. The intent of migrant education programs is to ensure that migrant children receive the support that addresses their unique situations and can receive supports necessary to succeed academically.

Over 9% of current English learners received services from Migrant Education Programs in 2024-25.

Oregon has one of the largest migratory student populations nationally. As of the first school day in May 2025, 5,869 current English learners participated in MEPs. That number translates to 9.1% of all current English learners. It also means that more than half (63.2%) of the 9,287 students in MEPs were current English learners in 2024-25. Moreover, 15.6% of students in MEPs were former English learners, and 11.2% were monitored English learners. Overall, 90% of the 9,287 students who were identified for services from MEPs were ever English learners.

During the 2024-25 school year, Oregon's MEP was administered by 18 local subgrantees, known as MEP Regions. This program is federally funded through Title I, Part C for migrant education, and regional programs receive federal funds based on federal and state allocation formulas for the local identification of migratory students and provision of MEP services in approximately 117 districts across the state. In 2024-25, Salem-Keizer SD had the largest number of migratory English learners in the state, with 958 students, followed by Southern Oregon ESD, which had 803 migratory English learners (see Table 7).[7]

[7] In the 2024-25 school year, Oregon identified a total of 12,810 migratory students for the Migrant Education Program, as identification and provision of services with Title I-C funds continue throughout the summer session.

Table 7. Regions that participated as subgrantees of migrant education programs as of the first school day in May 2025.

MEP Regions	Current English Learners identified for MEP
Salem-Keizer SD	958
Southern Oregon ESD	803
Intermountain ESD	622
Willamette ESDL/Linn/Benton/Lincoln/Polk/Yamhill Counties	431
Woodburn	405
Lane ESD/Douglas County	371
Forest Grove SD	300
Hillsboro SD	278
Hood River County	254
High Desert ESD/ Wheeler Counties	248
Columbia George ESD	229
Beaverton SD	229
East Multnomah County	203
Clackamas ESD	176
Ontario/Annex SDs	154
Northwest Regional ESD/Carlton SD	105
Nyssa	91
Non-project Areas	12

Talented and Gifted

Research suggests that multilingual learners may possess strengths and talents that are not always recognized through traditional gifted identification processes. Nationally, English learners have historically been underrepresented in gifted and talented programs, prompting researchers and educators to examine more equitable approaches to identifying gifted potential among multilingual learners (Mun et al., 2021). Understanding participation in TAG programs among English learners can help districts ensure that advanced learning opportunities are accessible to all students. The state requires that all school districts establish policies and procedures to identify students to participate in Talented and Gifted (TAG) services[8]. These students may have high general intelligence and/or demonstrate unusual academic ability in one or more particular areas (Gubbins et al., 2020). State law requires districts to develop a TAG plan to provide programs and services beyond regular school programs in order to ensure that eligible students can develop and realize their potential (OAR 581-022-2500).

Correctly identifying students for TAG programs and providing specialized services is important because multilingual learners may demonstrate giftedness in ways that are not always recognized through traditional

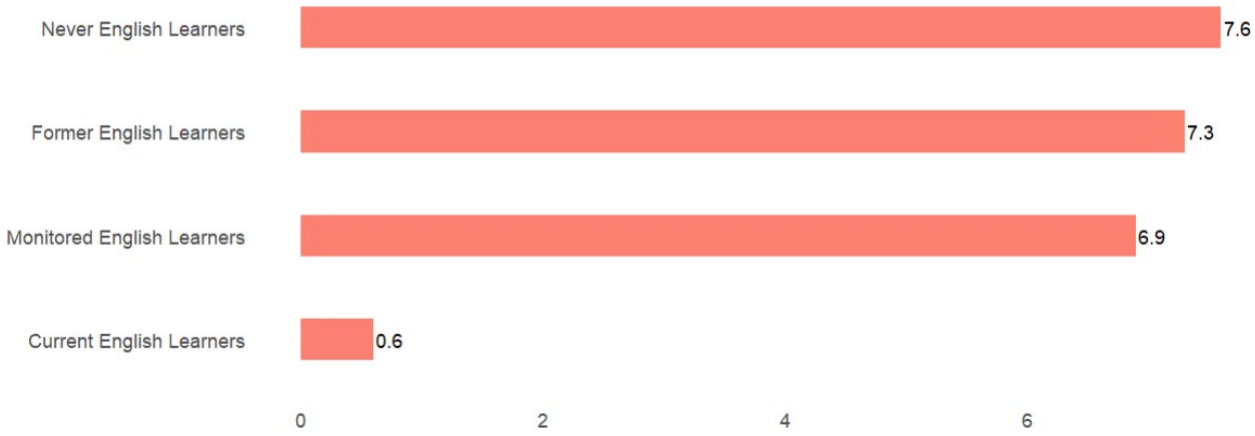
[8] These instructional services mainly include services to students identified as TAG in general education classrooms (push-in/full inclusion).

identification processes. English learners may be overlooked for TAG services when language proficiency is mistaken for a lack of advanced academic potential, resulting in underrepresentation in gifted programs (Mun et al., 2021). Ensuring equitable identification practices helps districts recognize the strengths, talents, and academic potential of multilingual learners and provide them with appropriate advanced learning opportunities. Findings from ODE suggest that approximately 10% of TAG students drop out of high school (Allen, 2016).

Current English Learners were rarely identified for TAG Services.

According to Figure 13, 7.6% of never English learners (34,311 students) were identified for TAG services in 2024-25. While 7.3% of former English learners were identified (1,583 students), 6.9% of monitored English learners were identified (1,123 students), and only 0.6% of current English learners were identified for TAG programs in 2024-25 (397 students). Never English learners were over 12 times more likely to be identified for TAG programs than current English learners in 2024-25.

Figure 13. Percentage of Current, Former, Ever, and Never English learners who participated in a TAG program in 2024-25.



Section 3: Language Development and Performance on State Assessments

Students who are current English learners have to develop proficiency in English. In addition, and at the same time, they must learn all the same academic content as never English learners in Oregon. This section of the report provides data about English language proficiency and academic outcomes of current English learners (with comparisons to former, ever, and never English learners).

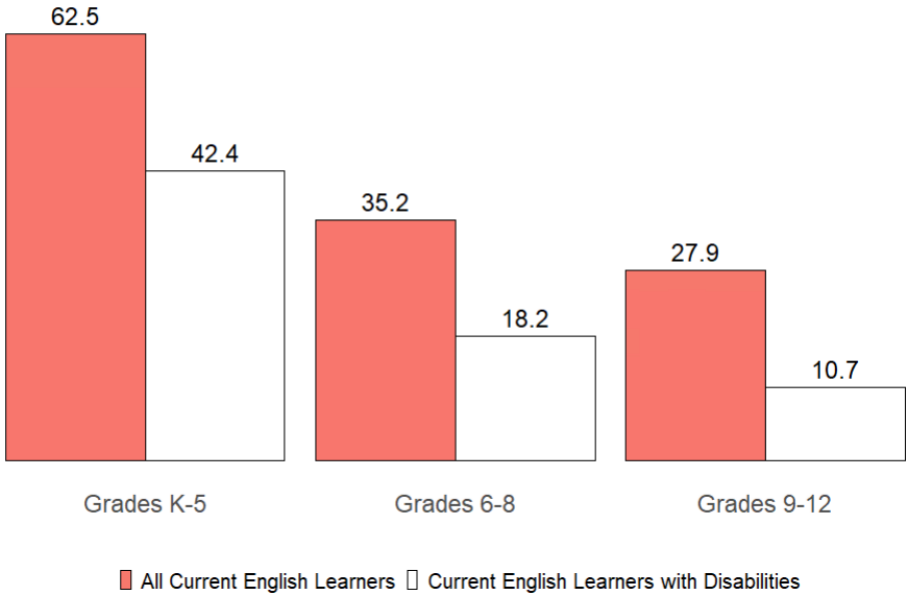
Progress Towards English Language Proficiency

Title I-A of the Every Student Succeeds Act (ESSA) requires current English learners to take an English language proficiency assessment (ELPA) annually. The ELPA measures a student's proficiency in the domains of listening, reading, speaking, and writing. Students who demonstrate proficiency on all four ELPA domains are ready to exit the ELD program. Since 2017-18, ODE monitors whether current English learners are on track to attain English language proficiency using a trajectory expectation model. Under this model, most current English learners are expected to attain English language proficiency within seven years, while

students with disabilities and/or limited or interrupted formal education are expected to attain proficiency within eight years. Current English learners are on track if their current ELPA domain performance meets or exceeds trajectory expectations given (1) initial ELPA domain performance, (2) years identified as a current English learner, and (3) disability and/or interrupted formal education status. These expectations are in line with trajectory expectations indicated by research on English learners (see Hakuta, Goto Butler, & Witt, 2000; Robinson, Cimpian, Thompson, & Umansky, 2016; Umansky & Reardon, 2014), as well as students with limited or interrupted formal education (SLIFE) and dual-identified English learners (see Burke, Morita-Mullaney, & Singh, 2016; Conger, 2009; Kieffer & Parker, 2016; Thompson, 2015; Umansky & Reardon, 2014). Interested readers are also referred to Oregon's ESSA Consolidated State Plan (2017, pp. 43-44) for additional information regarding Oregon's trajectory expectations.

As illustrated in Figure 14, as grade level increases, the percentage of current English learners on track to attain English language proficiency decreases from 62.5% in elementary school grades to 27.9% in high school grades. Furthermore, the same pattern is evident for current English learners with disabilities, where the percentage decreases from 42.4% in elementary school grades to 10.7% in high school grades. To some extent, the decrease in the percentage of current English learners on track to attain English language proficiency from elementary to high school grades is not surprising due to the annual exiting of current English learners and the annual enrollment of new English learners. This has a considerable impact on the composition of current English learners across grade levels. Thus, inferences and comparisons across grade levels and between groups of current English learners (e.g., those with and without disabilities) must be made with caution.

Figure 14. Percentage of all Current English learners and Current English learners with disabilities on track to attain English language proficiency by elementary (K-5), middle (6-8), and high school grades (9-12) in 2024-25.



Long-term current English learners made up 22.5% of all current English learners.

ODE defines a long-term current English learner as a student who receives English language instruction, supports, and services in an ELD program for more than seven years. Parents and communities have concerns about the ability of Oregon's schools and districts to ensure current English learners attain English language proficiency and exit an ELD program within an appropriate amount of time. Current English learners who are unable to meet proficiency expectations after a period of time are known as long-term current English learners. In Oregon, the current average number of years in the English learner program is over 4.6 years (i.e., about 4 years and 8 months).

In 2024-25, most current English learners (77.5%) were not long-term English learners; however, this means that 22.5% of current English learners received English language instruction, supports, and services for more than seven years, which is similar to 2023-24 (23%). This is a concern because slower development of English language proficiency is highly predictive of other academic challenges (Menken & Kleyn, 2009; Danahy Ebert & Reilly, 2022). An important point to consider is the ability of Oregon's schools and districts to meet the needs of current English learners. This is particularly salient given that 39.4% of current English learners with disabilities in 2024-25 were long-term English learners.

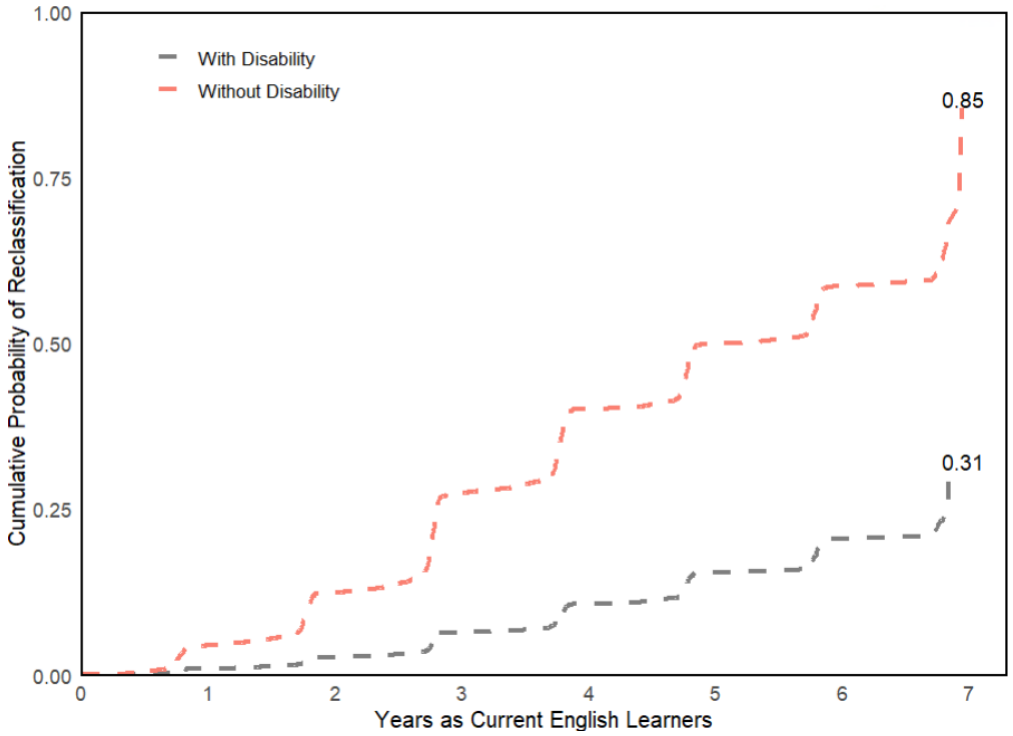
Approximately 31% of current English learners receiving special education services and supports developed English language proficiency in seven years.

It is also useful to look at the development of English language proficiency from another angle, namely, what proportion of current English learners develop proficiency within a particular amount of time?

This measure uses data for all current English learners who received English language instruction, supports, and services in an ELD program in 2024-25 regardless of the length, start, or end of enrollment. While most of the data in this report rely on the first school day in May 2025 as a snapshot, this measure includes all current English learners (even those not enrolled on the first school day in May 2025).

Figure 15 addresses this question for current English learners with and without disabilities. For current English learners without disabilities who began receiving English language instruction, supports, and services on or after July 1, 2018, the probability of reclassification (i.e., attaining English language proficiency and exiting an ELD program) after seven years is 0.85 (or 85%). That is, 85% of the current English learners without disabilities attained English language proficiency and exited English learner services in seven years. On the other hand, 31% of current English learners with disabilities attained English language proficiency and exited an ELD program in seven years. Succinctly put, English learners without a disability are, on average, nearly three times as likely to exit the English learner program in seven years than their English learner peers with a disability.

Figure 15. Probability of reclassification for Current English learners with and without disabilities after seven years (July 1, 2018 to June 30, 2025).



Performance on English Language Arts and Mathematics Assessments

Each year, all Oregon students in grades 3–8 and 11 take state assessments in English language arts (ELA) and mathematics. These assessments are a key measure of academic progress and help inform Oregon's statewide educational goals and accountability targets. In particular, literacy achievement is closely tied to Oregon's efforts to improve 3rd grade reading outcomes and long-term student success. ELA is assessed only in English, which may present additional challenges for English Learners who are still developing English proficiency. The math assessment is offered in English with language access supports available to eligible students[9].

Oregon has established statewide performance growth targets for the 2029-30 school year, including 82.0% for K-2 attendance, 78.3% for K-12 attendance, 52.6% for 3rd grade ELA proficiency, 52.0% for 8th grade mathematics proficiency, 94.9% for 9th grade on-track status, 92.3% for four-year graduation, and 95.4% for five-year completion. These targets provide a statewide benchmark for evaluating progress toward Oregon's long-term educational goals.

[9] It is worth noting that state mathematics summative tests allow for a Spanish-English toggle feature that may be set up by test administrators upon request prior to the test.

Former ELs outperformed or matched never ELs in ELA in early grades, while current ELs met state standards at significantly lower rates across all grades.

Consistent with Oregon Senate Bill 141, the Education Accountability Act, Figure 16 now includes ELA results for Grade 3 in addition to elementary, middle, and high school grades.

According to Figure 16, across all grade levels, current English learners had the lowest percentage of students meeting or exceeding standards, with only 6.3% in Grades 3-5, 6.0% in Grade 3, 4.1% in Grades 6-8, and 4.6% in Grade 11.

Former English learners, on the other hand, performed significantly better, especially in Grades 3-5, where 79.9% met or exceeded standards, the highest percentage across all groups and grade spans. This performance exceeded Oregon's 2029-30 statewide target of 52.6% for 3rd grade ELA proficiency. Although performance declined in later grades, with 50.5% in Grades 6-8 and 39.3% in Grade 11, former English learners continued to outperform current and monitored English learners.

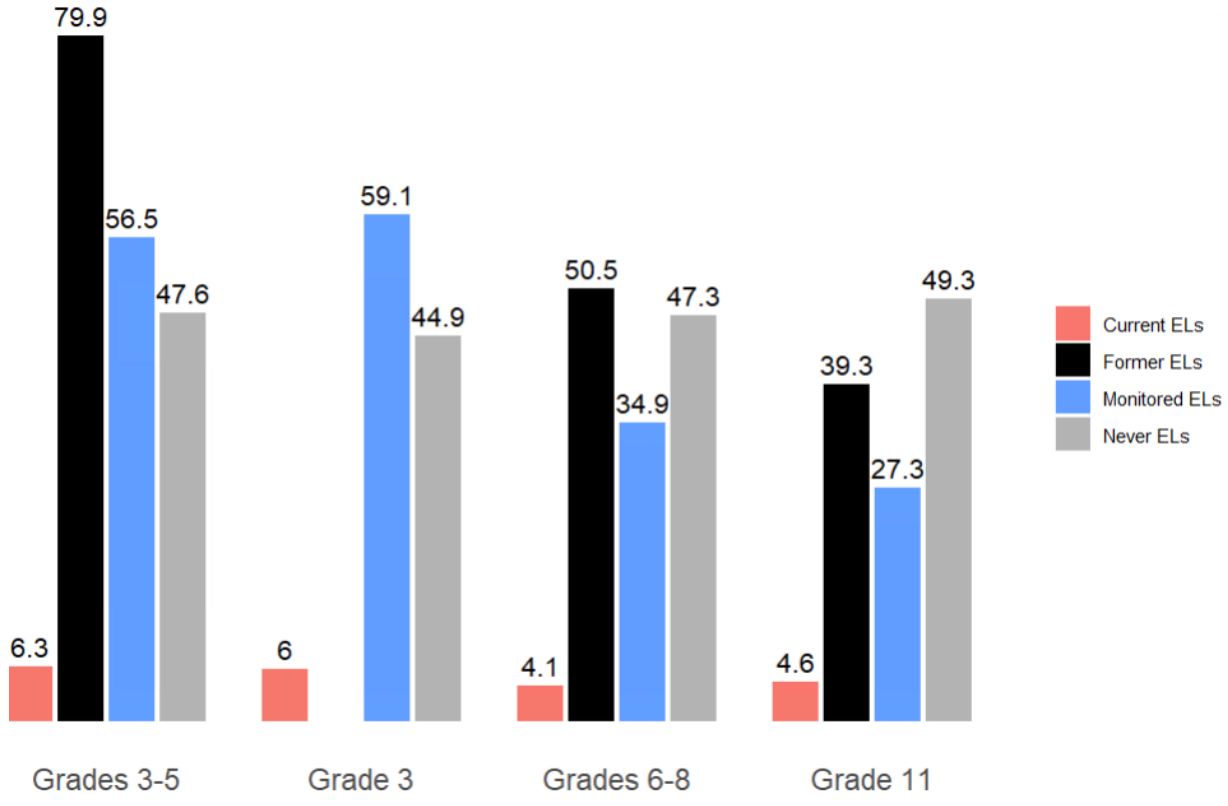
Monitored English learners who were reclassified from English learner status within the past four years demonstrated moderate performance. In Grades 3-5, 56.5% met or exceeded standards, increasing to 59.1% in Grade 3, before declining to 34.9% in Grades 6-8 and 27.3% in Grade 11. This downward trend suggests that some reclassified English learners may struggle to maintain academic proficiency as curriculum demands increase.

Never English learners generally outperformed current and monitored English learners but underperformed former English learners in elementary and middle school grades. Their percentages remained relatively stable across grade spans: 47.6% (Grades 3–5), 44.9% (Grade 3), 47.3% (Grades 6–8), and 49.3% (Grade 11).

Overall, the data indicate that current English learners face the greatest challenges in ELA, while former English learners, particularly in elementary grades, demonstrate higher rates of proficiency than other English learner groups and, in some cases, their never English learner peers. Relative to Oregon's 2029-30 statewide target of 52.6% for 3rd grade ELA proficiency, performance varied considerably across English learner groups, with former English learners in Grades 3-5 exceeding the target and current English learners remaining below it. These patterns highlight persistent differences in outcomes across student groups and underscore the importance of continued efforts to improve literacy achievement for English learners.[10]

[10] In addition to state assessments, in the 2024 National Assessment of Educational Progress (NAEP) ELA assessment in Oregon, English learners showed significantly lower performance compared to all students. In 4th grade, only 1% of ELs reached proficiency, compared to 19% of all students, and 93% of ELs scored below basic. In 8th grade, 1% of ELs were proficient, with 86% scoring below basic, while 24% of all students were proficient.

Figure 16. Percentage of Current, Monitored, Former, and Never ELs meeting or exceeding state standards in English language arts in elementary, middle and high school, 2024-25[11]



In Math, Former ELs outperformed Never ELs in elementary and middle school grades, while Current ELs met standards across all grade levels at substantially lower rates.

Figure 17 now includes results for Grade 8 in addition to elementary, middle, and high school grades, which is one of Oregon's key student outcomes for accountability.

Based on Figure 17, across all grade levels, current English learners consistently exhibited the lowest achievement in mathematics. Only 7.0% of current English learners in Grades 3-5 met or exceeded standards, and this percentage declined sharply to 3.1% in Grades 6-8, 2.7% in Grade 8, and 2.4% in Grade 11. This trend highlights the significant challenges faced by current English learners in mastering mathematical concepts and navigating the language demands of mathematics assessments administered in English.

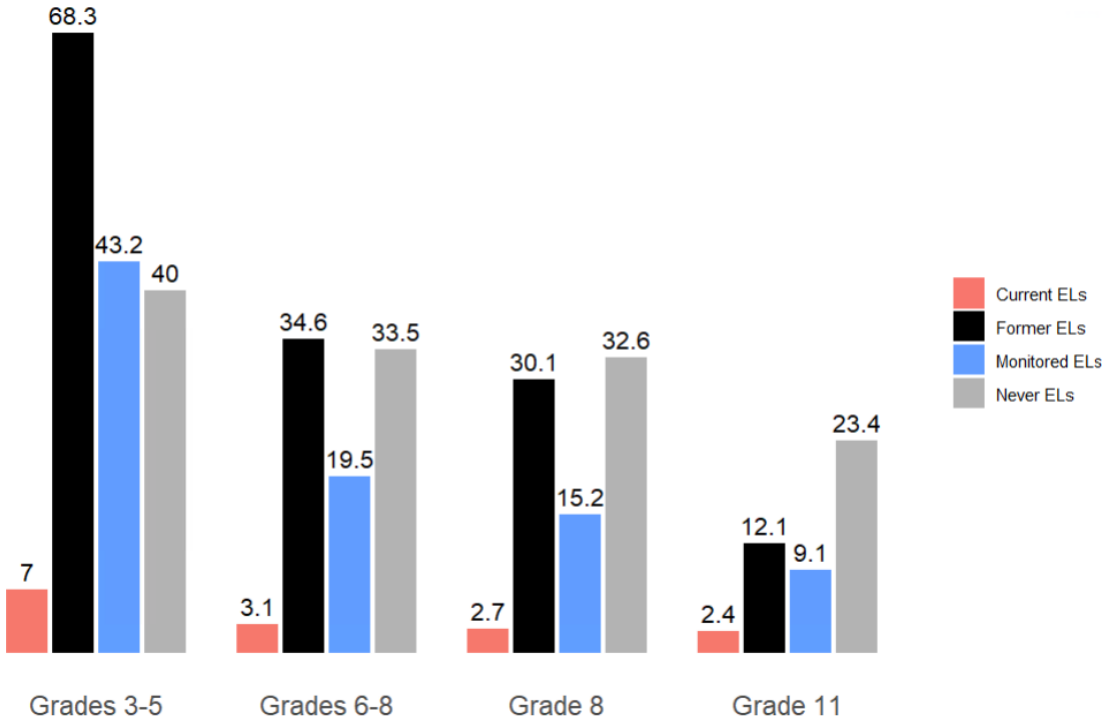
[11] In this chart, the group "current EL" includes only students who were classified as current ELs at the time of testing. In some other state accountability reports, the performance of current and recently reclassified ELs are reported together.

Former English learners showed relatively strong performance, especially in elementary grades, where 68.3% met or exceeded standards—surpassing all other groups. However, their performance declined with grade level, dropping to 34.6% in Grades 6-8, 30.1% in Grade 8, and 12.1% in Grade 11. This pattern suggests increasing challenges in maintaining mathematics achievement as academic expectations become more rigorous.

Monitored English learners who recently exited English learners status outperformed current English learners at every grade level but did not consistently surpass never English learners. In Grades 3-5, 43.2% of monitored English learners met standards, compared to 40.0% of never English learners. However, this advantage disappeared in later grades, with monitored English learners trailing never English learners in Grades 6-8 (19.5% vs. 33.5%), Grade 8 (15.2% vs. 32.6%), and Grade 11 (9.1% vs. 23.4%).

Overall, the data reveal a persistent achievement gap in mathematics for current English learners and indicate that early gains among former and monitored English learners may diminish over time, highlighting a need for sustained academic support throughout students' educational trajectories.[12].

Figure 17. Percentage of Current, Monitored, Former, And Never ELs meeting or exceeding state standards in mathematics in elementary, middle and high school, 2024-25[13]



[12] In addition to state assessments, the 2024 National Assessment of Educational Progress (NAEP) for Oregon, English learners (ELs) scored significantly lower than all students. In 4th grade, only 4% of ELs reached the proficient level compared to 25% of all students, with 70% of ELs scoring below basic. The disparity was even greater in 8th grade: just 1% of ELs were proficient, while 90% scored below basic, compared to 45% of all students.

[13] Also in this chart, the group "current EL" includes only students who were classified as current ELs at the time of testing.

Section 4: Attendance, Progress toward Graduation, Graduation, and Beyond

This section of the report examines several important outcomes for English learners. These are attendance, 9th grade progress towards graduation, four-year graduation, earning a Seal of Biliteracy/Multiliteracy, and post-secondary enrollment.

Regular Attendance

In recent years, researchers and educators alike have devoted increasing attention to ensuring students attend school on a regular basis. Research has shown that even moderate levels of absenteeism can have a profound impact on students' grades, performance on standardized assessments, graduation rates, and success in college (Allensworth & Evans, 2016; Ginsburg, Jordan, & Chang, 2014). In Oregon, students exhibit "regular attendance" at school if they attend more than 90% of school days during the school year.

Current English learners consistently have lower rates of regular attendance across all grade levels, with engagement declining considerably in high school.

Consistent with Oregon Senate Bill 141, Figure 18 includes regular attendance rates for K-2 and K-12 students (common metrics for statewide performance) in addition to elementary, middle, and high school grades.

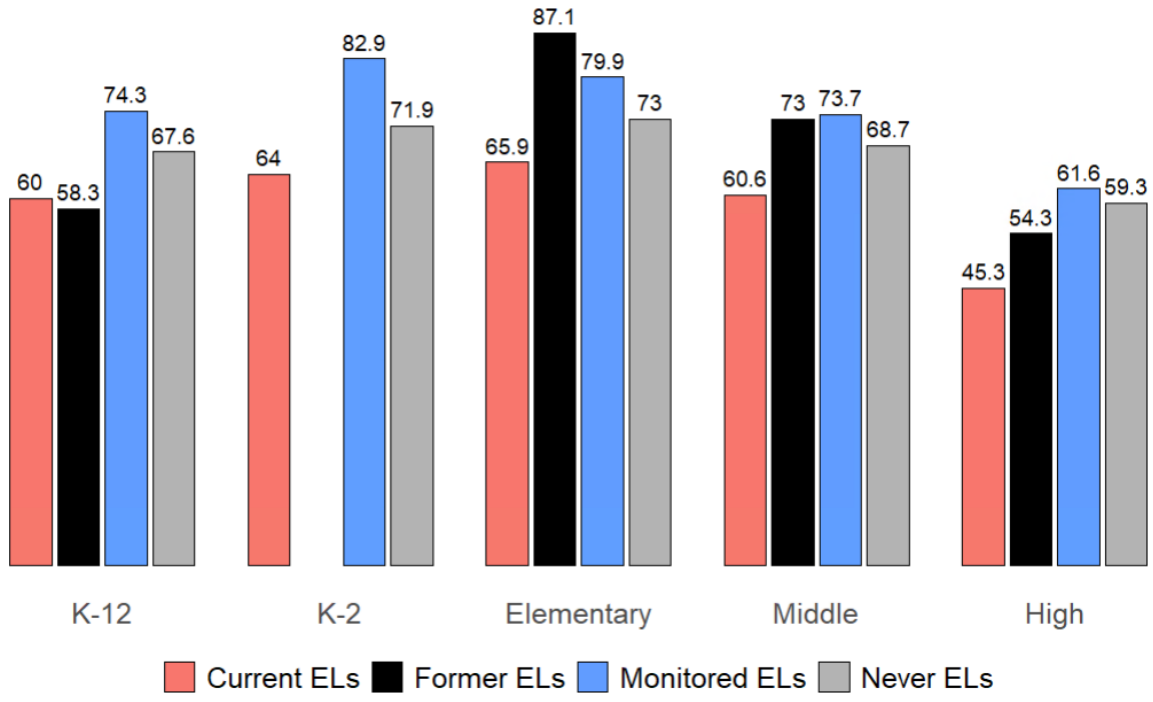
As shown in Figure 18, current English learners consistently exhibited the lowest rates of regular attendance compared to former, monitored, and never English learners, beginning with 65.9% in elementary school, declining to 60.6% in middle school, and reaching a low of 45.3% in high school. Across all grades (K-12), only 60.0% of current English learners were regular attenders.

Former monitored English learners demonstrated the highest rates of regular attendance in elementary and middle school, with former English learners leading at 87.1% in elementary school and 73.0% in middle school. Monitored English learners followed closely with 79.9% and 73.7%, respectively. In K-2 grades, monitored English learners had the highest attendance rate at 82.9%.

By high school, attendance declined across all groups, but former English learners (54.3%) and monitored English learners (61.6%) still maintained higher attendance rates than current English learners. Never English learners showed a steadier attendance pattern, with 73.0% in elementary school, 68.7% in middle school, and 59.3% in high school.

Overall, the data highlight the need for targeted attendance interventions, particularly for current English learners—whose engagement appears to decrease most significantly in secondary school. Supporting this group with culturally and linguistically responsive attendance strategies may be critical to improving long-term educational outcomes (also see the section on *sense of belonging*).

Figure 18. Percentage of Current, Monitored, Former, and Never English learners regularly attending school by elementary (K-5), middle (6-8), high school (9-12), K-2, and K-12 grades in 2024-25



On Track to Graduate

Around the country, states and districts track whether students in the 9th grade are on track to graduate within four years[14]. They do this because 9th grade is a critical year for determining whether students will ultimately graduate from high school; identifying students who are not on track allows schools to provide supports and interventions to help keep students in school and progressing towards graduation. Note that In Oregon, students in the 9th grade are on track to graduate if they earn at least six credits or 25% of the credits their district requires for graduation. However, one should note that ODE's data only captures the number of credits earned and not the specific courses associated with those credits. From 2021-22 to 2024-25, a higher percentage of former and never English learners were on track to graduate compared to current English learners.[15]

Former EL Students Show Strong and Consistent Growth in Ninth-Grade On-Track Rates

According to Figure 19, across all years, former English learner students consistently outperformed current and never English learner students in terms of being on track to graduate. Their rates increased steadily from

[14] Note that the data in for 9th grade on track defines former English learners as multilingual students who attained English language proficiency and exited an ELD program which also includes monitored English Learners.
[15] Data representing the percentage of current, former, and never English learners who were on track to graduate in ninth grade were not available during the 2019-20 school year. The reason for the unavailability is due to the State of Oregon's response to the COVID-19 pandemic (e.g., the cancellation of data collections that either capture the specific data or support the calculation of this measure at the district and state levels).

83.8% in 2021-22 to 89.5% in 2024-5, marking a 5.7 percentage point increase over four years. While this rate remains below Oregon's statewide 2029-30 target of 94.9% for 9th grade on-track status, the upward trend reflects substantial progress toward that goal.

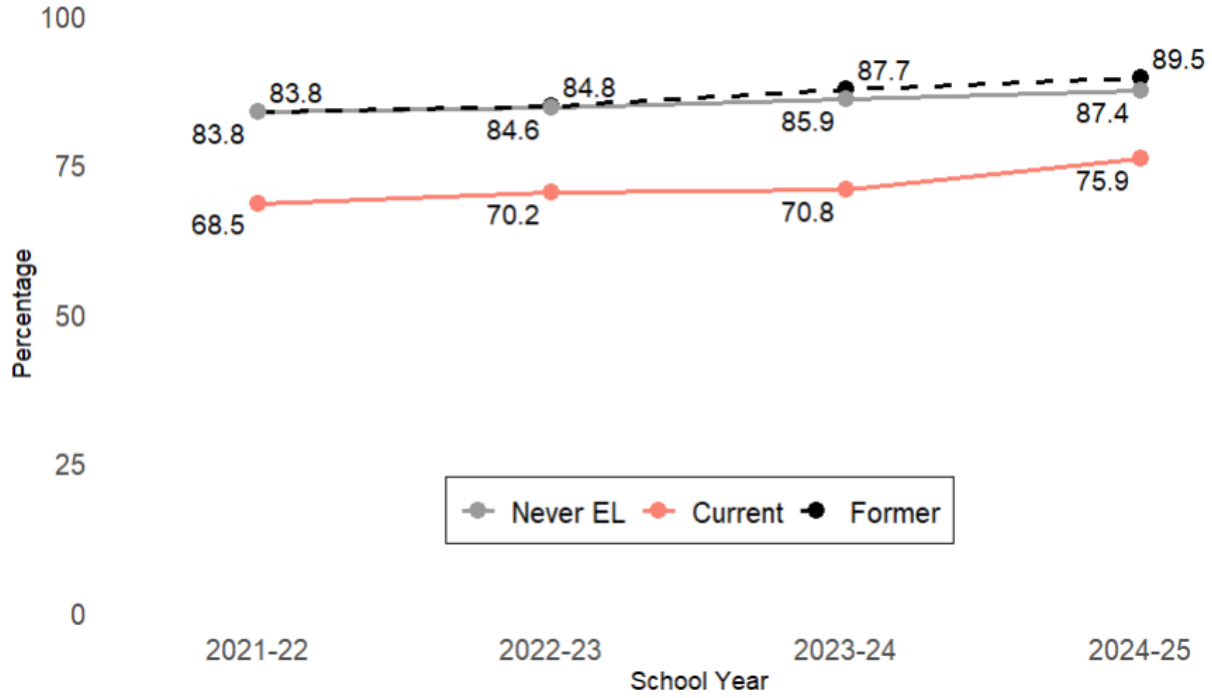
Never English learner students also demonstrated consistent improvement, increasing from 83.8% in 2021-22 to 87.4% in 2024-25. Although the two groups had identical rates in 2021-22, former English learners maintained a slight advantage in subsequent years, highlighting the strong performance of the former English learner group.

Current EL Students Increased Their On-Track Rates by More Than Seven Percentage Points

Current English learner students had the lowest on-track rates across all years, though they showed improvement from 68.5% in 2021-22 to 75.9% in 2024-25, a 7.4 percentage point gain. While this progress is encouraging, the persistent gap between current English learners and the other two groups (approximately 12-14 percentage points in 2024-25) signals a continued need for targeted support and resources.

Overall, the data reveal positive trends for all groups, especially for former English learner students. While former English learner students reached 89.5% in 2024-25, all groups remained below Oregon's statewide 2029-30 target of 94.9% for 9th grade on-track status. The persistent disparities between current English learner students and their peers highlight the importance of continued efforts to improve graduation readiness and support equitable outcomes for English learners.

Figure 19. Percentage of 9th grade Current, Former, and Never English learners on track to graduate within four years (2020-21 to 2023-24).



Four-Year Graduation

ODE uses a cohort adjusted graduation rate to examine and monitor the percentage of students graduating within a specific number of years. The data for this section relies on the four-year cohort adjusted graduation rate for current, former, and never English learners. For the purposes of reporting graduation data to the public, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school, which, for cohort-adjusted graduation rates, also includes monitored English learners (see Cohort Graduation Rate Policy and Technical Manual, 2021).

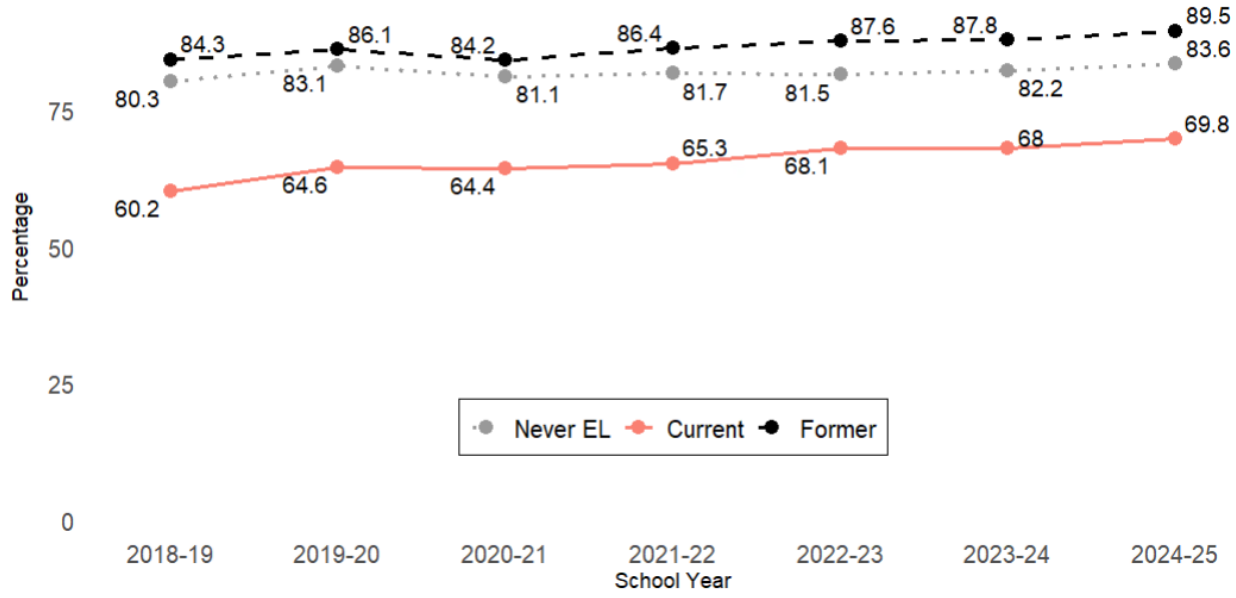
Former English learners graduated at rates similar to or better than never English learners; however, substantially fewer current English learners graduated in four years. According to Figure 20, former English learner students consistently had the highest graduation rates, increasing from 84.3% in 2018-19 to 89.5% in 2024-25. At the current rate of improvement, former English learner students would be expected to meet or exceed Oregon's 2029-30 statewide four-year graduation target of 92.3%. Their rates remained above those of other groups each year, reflecting strong long-term outcomes for students who have exited English learner services.

Never English learner students followed a relatively stable trend, with graduation rates ranging between 80.3% and 83.6%, ending at 83.6% in 2024-25. While graduation rates remained relatively high, they were still below Oregon's statewide 2029-30 target of 92.3% and consistently lower than those of former English learner students.

Current English learner students showed steady improvement, rising from 60.2% in 2018-19 to 69.8% in 2024-25; a 9.6 percentage point increase. While this represents meaningful progress, a large gap (nearly 20 percentage points) remains between current English learner and their peers, signaling persistent inequities.

Overall, the data suggest that while graduation outcomes have improved across all groups, former English learners outperform both their peers who never received services and those currently receiving them. Continued focus is needed to close gaps for current English learners and support equitable graduation outcomes.

Figure 20. Percentage of Current, Former, and Never English learners graduating within four years (2018-19 to 2024-25).



Five-Year Completer Rates

The five-year cohort completer rate is a measure of the percentage of students in an adjusted cohort who complete high school within five years, and is one of Oregon's common metrics for accountability under SB 141. Similar to the graduation rate, it tracks whether students successfully finish high school, but it uses a broader definition of completion. In addition to students earning a standard or modified diploma, the completer rate also includes students who earn other approved completion credentials, such as extended diplomas, adult high school diplomas, or GEDs. The adjusted cohort consists of students who first enrolled in high school together, plus students who transferred into the cohort, minus students who transferred out (Cohort Graduation Rate Manual, 2021).

Under SB 141, graduation and completion outcomes are included as part of the state's broader accountability framework focused on improving long-term student success. As part of this work, Oregon reports five-year

completion outcomes for English learner student groups, including current English learners, former English learners, and never English learners, within statewide accountability and reporting systems.

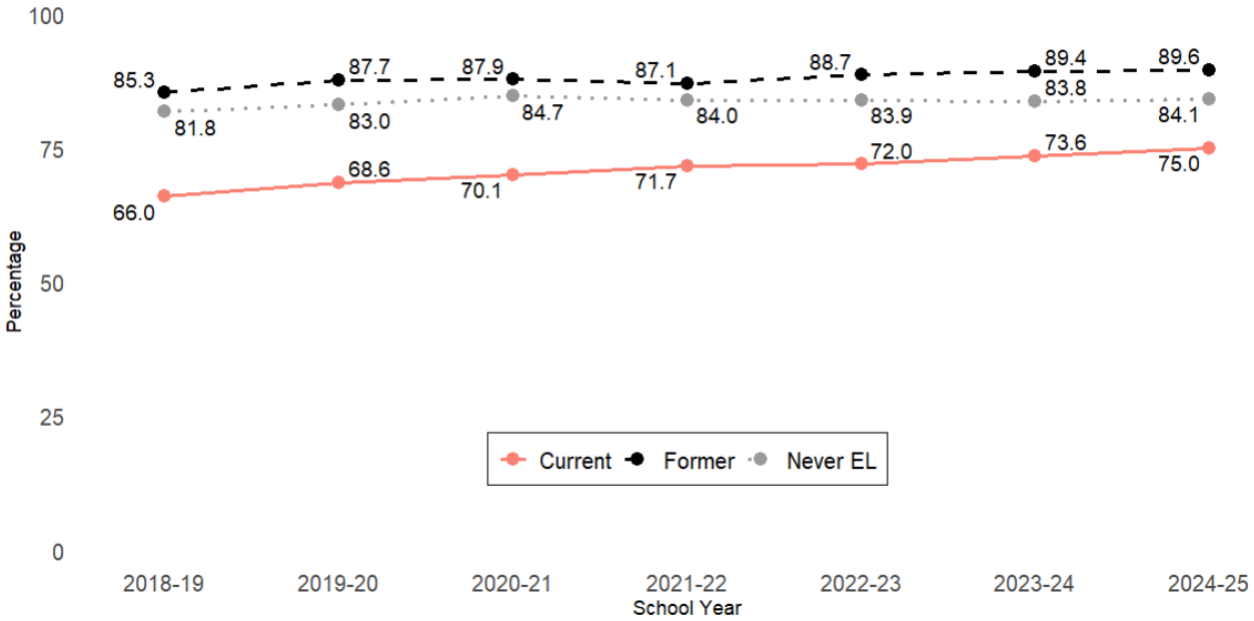
Figure 21 below presents Oregon's five-year completion rates for these groups from 2018-19 through 2024-25. Several important patterns emerge. Former English learners consistently had the highest completion rates across all years, increasing from 85.3% in 2018-19 to 89.6% in 2024-25. This indicates that students who successfully exited English learner services completed high school at very high rates over time.

Current English learners had substantially lower completion rates than former English learners, but demonstrated steady improvement throughout the period. Their five-year completion rate increased from 66.0% in 2018-19 to 75.0% in 2024-25, representing a 9.0 percentage point increase. This upward trend suggests a gradual improvement in high school completion outcomes among students who were still receiving English learner services.

Never English learner students also showed modest improvement over time, rising from 81.8% in 2018-19 to 84.1% in 2024-25. Across all years, never English learner completion rates remained below former English learner rates but above current English learner rates.

Overall, the data indicate that five-year completion outcomes improved over time, particularly among current English learners. However, substantial gaps between current English learners and former English learners remained across all years, highlighting the continued importance of academic, linguistic, and graduation supports for students who are still developing English proficiency while progressing through high school.

Figure 21. Five-year completion rates for Current, Former, and Never English learners (2018-19 to 2024-25).



Current English learners graduating in four and five years were more than twice as likely to receive a modified diploma.

Modified diplomas are designed for students who meet certain criteria listed in OAR 581-022-2010. Modified diplomas require fewer credits to graduate compared to a regular high school diploma. Among current English learners who graduated in four years in 2024-25, 9.5% received a modified diploma (see Table 8). By contrast, 2.0% of former English learners and 3.9% of never English learners who graduated in four years received a modified diploma.

In addition, among students who graduated in four years in 2024-25, current English learners were more than 2.4 times more likely to receive a modified diploma compared to never English learners. This ratio remained similar for cohorts that graduated in five years, where current English learners were more than twice as likely to receive a modified diploma than never English learners.

Table 8. Percentage of students receiving regular vs. modified diplomas

Student (Diploma Type)	Four-Year Cohort	Five-Year Cohort
Current English Learners (Modified)	9.5%	9.7%
Former English Learners (Modified)	2.0%	1.8%
Never English Learners (Modified)	3.9%	4.1%
Current English Learners (Regular)	90.5%	90.3%
Former English Learners (Regular)	98. 0%	98.2%
Never English Learners (Regular)	96.1%	95.9%

Oregon State Seal of Biliteracy/Multiliteracy

Multilingualism offers many cognitive, academic, and economic benefits. The Oregon State Seals of Biliteracy and Multiliteracy recognize student proficiency in two or more languages and are one of the local metrics districts may adopt under the Oregon's Education Accountability Act. Students are eligible to earn a Seal of Biliteracy or Multiliteracy if they:

- Meet all state and district graduation requirements, and
- Demonstrate ACTFL Intermediate High proficiency in listening, speaking, reading, and writing in any two or more languages.

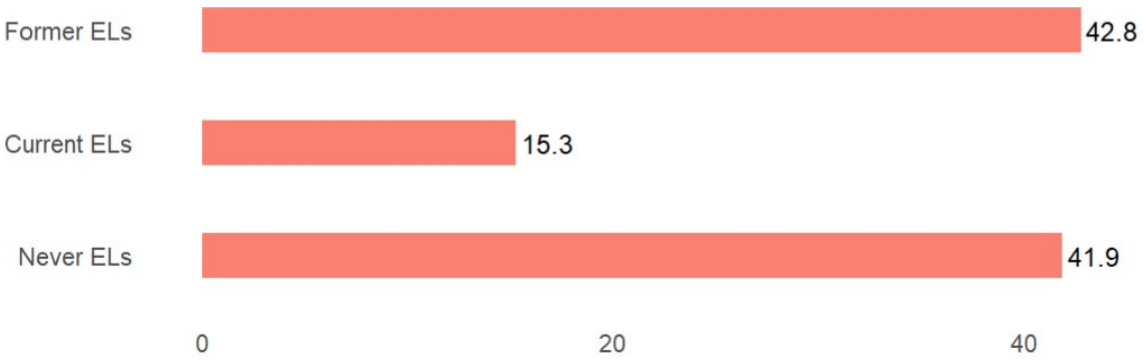
The data for this section relies on students who graduated in 2023-24 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this section will examine the count and percentage of current, former, and never English learners[16] who earned the Seal of Biliteracy in 2023-24.

[16] For the purposes of reporting Seal of Biliteracy data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during

Seal of Biliteracy Participation Highlights Opportunities to Better Recognize Multilingual Students

Of the 3,073 students who earned the Seal of Biliteracy or Multiliteracy in 2024-25, 42.8% were former English learners and 13.6% were current English learners. Although ever English learners represented a majority (58.1%) of Seal recipients, these findings also suggest that many multilingual students, particularly former English learners who have already demonstrated English proficiency, may not be earning the Seal. This may represent an opportunity to expand awareness, access, and participation in the Seal of Biliteracy program among eligible students.

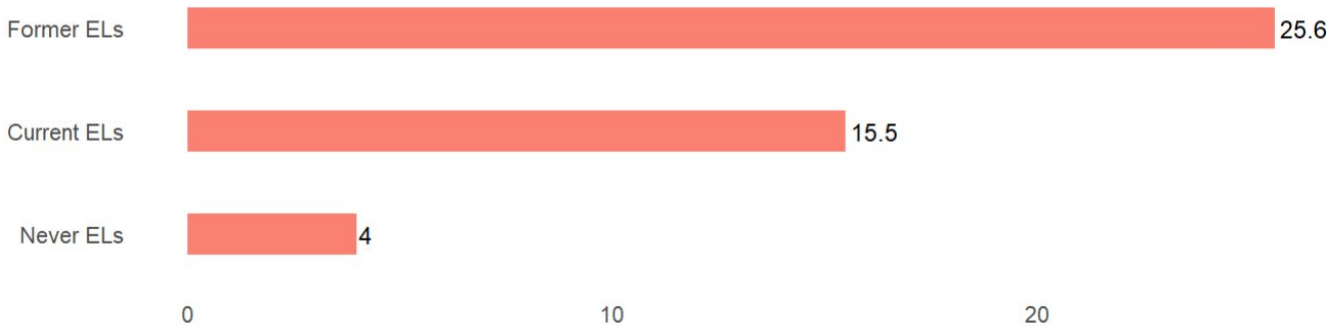
Figure 22. Percentage of Current, Former, and Never English learners graduating with the Seal of Biliteracy/Multiliteracy in 2024-25 (among all students who graduated with the Seal of Biliteracy)



According to Figure 23, among former English learners who graduated in 2024-25, 25.6% earned the Seal of Biliteracy. Moreover, 15.5% of current English learner graduates earned the Seal of Biliteracy in 2024-25. Among never English learners who graduated in 2024-25, 4.0% also earned the Seal of Biliteracy.

high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

Figure 23. Percentage of Current, Former, and Never English learners earning the Seal of Biliteracy in 2024-25 (among Current, Former, and Never English learner graduates).



Students earned the Seal of Biliteracy/Multiliteracy in a diversity of language combinations; however, English-Spanish was the most common combination.

Students who graduated with a Seal of Biliteracy (3,073 students) demonstrated proficiency in a combination of languages. English-Spanish was the most common combination of those languages (83%). Other notable combinations of languages in which students demonstrated their proficiency included English-French (4%), English-Japanese (4%), and English-Chinese (2%).

Ever English Learner Graduates Across Oregon Achieved Recognition for Biliteracy in 2024–25.

Table 9 highlights the Oregon districts with the highest numbers of ever English learner graduates earning the Seal of Biliteracy in 2024-25. Salem-Keizer SD 24J led with 235 students, followed by Woodburn SD 103 with 208 students, and Hillsboro SD 1J with 165 students. These districts had the highest numbers of ever English learner graduates earning the Seal of Biliteracy. Examining Seal attainment among ever English learners provides insight into how multilingual students are being recognized for demonstrating proficiency in English and at least one additional language. District-level participation varied, reflecting differences in the size of multilingual student populations as well as local implementation and participation patterns.

Table 9. Ten Oregon districts with the highest numbers of 2024-25[17] Ever EL graduates earning the Seal of Biliteracy.

District	Student Count	District	Student Count
Salem-Keizer SD 24J	235	North Clackamas SD 12	76
Woodburn SD 103	208	Bend-LaPine Administrative SD 1	76
Hillsboro SD 1J	165	Forest Grove SD 15	69
Beaverton SD 48J	140	Tigard-Tualatin SD 23J	55
Reynolds SD 7	83	Portland SD 1J	54

Postsecondary Enrollment

ODE annually examines and publicly reports the percentage of high school graduates who enroll in post-secondary education institutions in Oregon and across the U.S. (e.g., public and private, two-year and four-year, etc.). A post-secondary education affords students a wide range of advantages, including greater employment opportunities, financial security, opportunities to contribute to their community, and greater life satisfaction. For the current report, the data for this measure uses students who graduated in 2022-23 (and were part of the four-year cohort adjusted graduation rate) as the denominator in calculations. Moreover, this portion of the report examines the count and percentage of current, former, and never English learners[18] who enrolled in a post-secondary education institution within 16 months after graduation.

Never English learners were more likely to enroll in post-secondary education institutions than Current English learners; however, Former English learners had comparable post-secondary enrollment rates as Never English learners.

Figure 24 displays the percentage of current, former, and never English learners enrolling in post-secondary institutions within 16 months of high school graduation from 2017-18 to 2022-23.

Across all years, never English learners and former English learner students consistently had higher post-secondary enrollment rates than current English learner students. Never English learner students began at 62.6% in 2017-18 and declined steadily to 56.0% by 2022-23. Similarly, former English learners started at 61.5% in 2017-18 and decreased to 55.2% in 2022-23. Despite relatively small year-to-year fluctuations, both

[17] Note that the counts in this table reflect students who graduated in 2024-25 (and were part of the four-year cohort adjusted graduation rate) and earned the Seal of Biliteracy.

[18] For the purposes of reporting post-secondary enrollment data in this report, current English learners are multilingual students who received English language instruction, supports, and services in an ELD program at any time during high school. Note that current English learners included students who were eligible to receive English language instruction, supports, and services in an ELD program but did not participate because their parents or guardians waived services. Former English learners are multilingual students who attained English language proficiency and exited an ELD program prior to entering high school. Lastly, never English learners are monolingual English or multilingual students who were not eligible to receive English language instruction, supports, and services in an ELD program at any time in grades kindergarten through twelve.

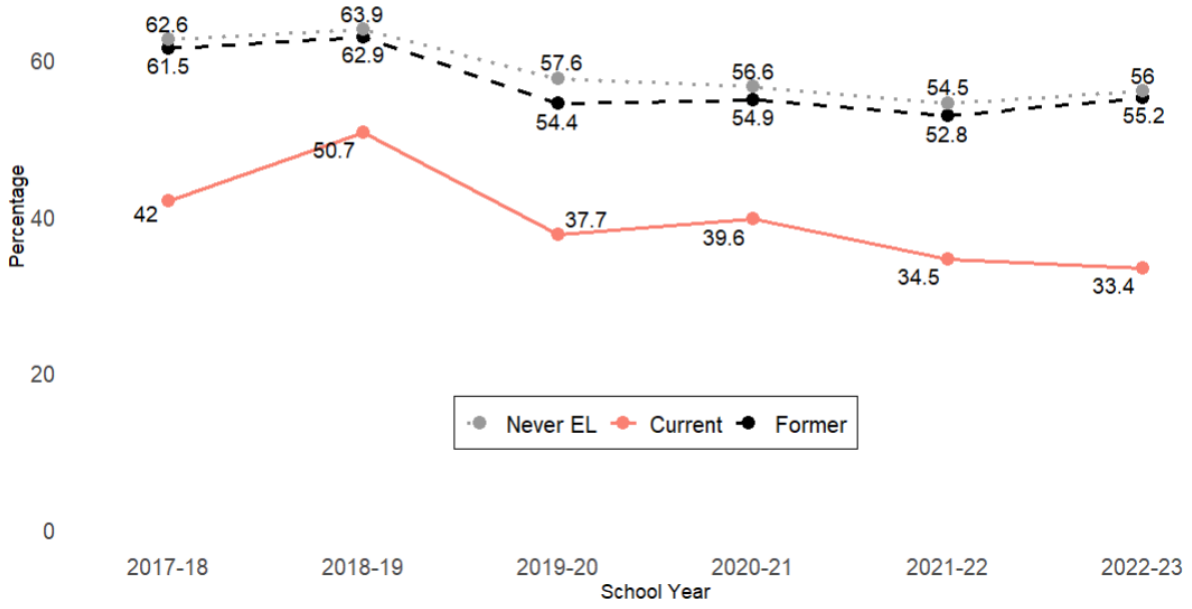
groups show a clear downward trend, reflecting an overall decline in post-secondary enrollment during this period.

Current English Learners faced the steepest decline in college enrollment, dropping nearly 9 percentage points since 2017–18.

Current English learner students consistently had the lowest enrollment rates and experienced the sharpest decline. From a starting point of 42.0% in 2017-18, their enrollment dropped to 33.4% by 2022-23—an 8.6 percentage point decrease. Notably, their rate peaked at 50.7% in 2018-19, briefly narrowing the gap, but then fell substantially in subsequent years. The COVID-19 pandemic likely exacerbated existing barriers to enrollment for this group, such as limited access to college guidance, financial challenges, and language-related hurdles.

By 2022-23, the gap between current English learners and their peers had widened considerably, particularly when compared to former English learners (21.8 percentage points). This suggests a pressing need for targeted supports to help current English learner students navigate the transition to post-secondary education and address the long-term decline in enrollment observed across all groups, especially newcomers who have significant gaps in their schooling.

Figure 24. Percentage of Current, Former, and Never English learners enrolling in post-secondary institutions within 16 months of high school graduation (2017-18 to 2022-23[19]).



[19] The latest year shown (2022-23) represents the school year in which students graduated from high school constituting the latest data for the current report.

Dual Language Bilingual Education Programs

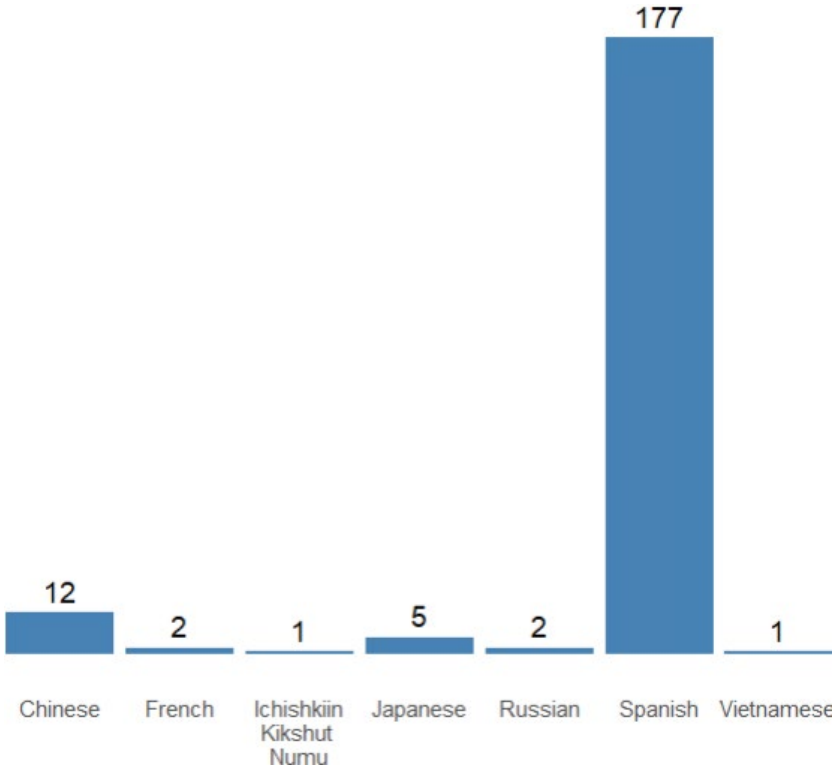
Dual Language Bilingual Education (DLBE) programs are a research-based approach to educating English learners that promote bilingualism, biliteracy, academic achievement, and cross-cultural understanding (Soltero, 2018). These programs provide instruction in both English and a partner language, allowing students to develop high levels of proficiency in both languages. For English learners, dual language education offers meaningful access to academic content while supporting continued development of their home language. Research consistently shows that English learners in DLBE programs outperform their peers in English-only settings on academic outcomes (Vazquez Cano & Motamedi, 2024). DLBE programs also have shown to be superior to other instructional models (e.g., Pull-out, ELD Class Period) in promoting English proficiency (Motamedi, et al., 2019). These programs also align with the state's goals for equity and inclusion by valuing multilingualism as an asset. Expanding access to high-quality dual language programs is a key strategy for supporting English learner success and a priority under Oregon's ML strategic plan.

Despite their empirical appeal, there is limited up-to-date information available about DLBE programs in Oregon. While a valuable DLBE directory was publicly introduced in 2023 by Oregon State University (OSU), the information it contains reflects an earlier snapshot of program features and may not fully represent recent developments. To address this, ODE recently launched an effort to update OSU's directory. This involved reaching out to multilingual program leaders across the state and inviting them to review and revise their program data. The following provides a brief overview of the languages and school types represented among the 200 schools across 38 school districts offering DLBE programs, based on the DLBE directory.

In Oregon, DLBE programs are available in multiple partner languages.

As shown in Figure 25, DLBE programs in Oregon span seven distinct partner languages. Of the 200 DLBE programs across the state, Spanish is used as the partner language in 177 programs, accounting for 88.5% of all DLBE offerings. The second most common partner language is Chinese, featured in 12 programs, representing 6.0% of the total. Japanese is used in five DLBE programs statewide (2.5%). French and Russian are each used in two programs (1.0% each), while Vietnamese and Ichishkiin Kiksht Numu are each represented in one program statewide (0.5% each).

Figure 25. Distribution of DLBE programs by partner languages (2024-25).



DLBE programs are offered in various school types.

The distribution of these programs by school type is presented in Table 10. This wide coverage reflects both the diversity of student populations and district-specific strategies for promoting bilingualism.

The majority of DLBE offerings are found in elementary schools, with 101 schools, representing 50.5% of all DLBE program offerings statewide, serving as the foundational entry point for dual language education.

Middle schools account for 40 of the 200 DLBE program offerings, or 20.0% of the total. These programs frequently serve as the second stage of a K-12 pathway, continuing language and content instruction in the partner language for students who began in elementary DLBE.

High schools represent 47 program offerings (23.5%) providing dual language instruction. These programs typically emphasize biliteracy and academic content in the partner language, with course offerings such as language arts, social studies, and language-specific electives.

Finally, the remaining 12 program offerings (6.0%) classified as “Other” include K-8 schools, charter schools, and alternative educational settings that span multiple grade levels or use non-traditional organizational structures.

Table 10. The number of DLBE programs by school type (2024-25)

School Type	Number of Schools
Elementary	101
Middle School	40
High School	47
Other	12

Research suggests that DLBE programs may help narrow opportunity gaps for English Learners.

Research from Oregon suggests that DLBE programs may help reduce opportunity gaps between English learners and their peers. While statewide Oregon student outcome data comparing DLBE and non-DLBE participants are not currently available, existing studies provide important insights into the potential benefits of these programs. For example, research by Vazquez Cano and Motamedi (2024) in the Beaverton School District found that DLBE programs played a significant role in narrowing academic opportunity gaps between current and former English learners and students who were never classified as English learners. English learners participating in DLBE programs demonstrated stronger performance on state assessments in English language arts and mathematics than their peers in English-only programs. They also showed faster academic growth and were more likely to be on track to graduate by grade 9. Notably, participation in DLBE programs reduced the achievement gap between ever English learners and never English learners by nearly half by middle school. These findings suggest that DLBE programs may support academic success while promoting educational equity through linguistically and culturally responsive instruction that affirms the identities and strengths of multilingual learners.

Research suggests that DLBE programs may support English language development.

Existing research indicates that students participating in DLBE programs often demonstrate strong English language development outcomes. While statewide Oregon data are not currently available to evaluate these outcomes across DLBE programs, existing studies provide important insights into the potential benefits of these programs.

In addition to their impact on academic outcomes, research suggests that DLBE programs may support English language proficiency more effectively than some other instructional models, such as pull-out services, stand-alone ELD class periods, or co-teaching approaches. For example, Motamedi et al. (2019) found that English learner students in DLBE programs demonstrated significantly greater grade-to-grade growth in reading, writing, listening, and speaking than students in pull-out programs or whose families waived English

learner services. Although students in pull-out programs entered school with higher levels of English proficiency, students in DLBE programs often caught up to and surpassed their peers by the end of elementary school. Furthermore, DLBE students demonstrated stronger outcomes on standardized English language arts assessments, even when matched with demographically similar peers. In contrast, increasing the amount of daily English learner instruction beyond 50 minutes was not associated with improved English proficiency and, in some cases, was associated with lower performance. Collectively, these findings suggest that DLBE programs may support long-term English language development while promoting bilingualism and biliteracy.

English Learners' Access to Core Content

Access to rigorous academic content is widely recognized as an important factor in promoting educational equity and long-term student success. Existing research provides important context for understanding why access to core academic content matters. Core content courses serve as foundational gateways to graduation, college readiness, and career opportunities (Umansky, Shin, Thompson, Avelar, & Bovee, 2024; Vazquez Cano, Umansky, & Thompson, 2021). However, systemic barriers, including restrictive course placement policies, language support structures that limit course enrollment, and misconceptions about English learners' academic potential, can reduce opportunities for participation. Schools, districts, and state education agencies can help address these barriers by implementing evidence-based strategies that expand access to rigorous coursework and academic pathways. When English learners are fully included in academic pathways, they are more likely to thrive academically and participate meaningfully in the broader educational landscape.

As one indicator of access to rigorous coursework, the next section examines English learners' participation in Advanced Placement or International Baccalaureate (AP/IB) and Career and Technical Education (CTE) courses in Oregon high schools.

Former English Learners in high school enrolled in Advanced Placement and International Baccalaureate courses at the highest rate, while Current English Learners had the lowest rate.

The data presented in Table 11 highlight important differences in participation in Advanced Placement (AP) and International Baccalaureate (IB) courses among high school English learner groups. In the 2024-25 academic year, 11.6% of current English learner high school students were enrolled in AP/IB classes, compared to 31.5% of former English learner high school students, 23.8% of monitored English learner high school students, and 24.8% of high school students who were never classified as English learners.

Current English learner high school students participated in AP/IB coursework at substantially lower rates than their peers. In contrast, former English learner high school students participated at rates exceeding both monitored and never English learner students. These differences may reflect barriers that limit access to advanced academic coursework for current English learners, including course placement practices, scheduling constraints, language support needs, and perceptions regarding students' academic readiness and potential.

Table 11. The number and percentage of Current, Monitored, Former and never English Learners enrolled in an AP/IB class (2024-25)

Description	Count	Total Highschoolers	Percent
ELs in an AP/IB Class	17,65	15,164	11.6%
Former ELs in an AP/IB Class	5,488	17,439	31.5%
Monitored ELs in an AP/IB Class	738	3,104	23.8%
Never ELs in an AP/IB Class	34,923	140,604	24.8%

Current English Learners are enrolled in the Career and Technical Education (CTE) courses at a lower rate than other students.

In addition to lower AP/IB participation, Table 12 shows that current English learner high school students participate in Career and Technical Education (CTE) courses at lower rates than other student groups. In 2024-25, 53.4% of current English learner high school students were enrolled in a CTE course, compared with 64.9% of former English learner high school students, 68.4% of monitored English learner high school students, and 58.1% of high school students who were never classified as English learners.

The lower participation rate among current English learner high school students may limit access to pathways that support high school completion, career readiness, and economic mobility. Schools and districts should continue working to ensure equitable access to CTE opportunities by addressing barriers and promoting inclusive enrollment practices.

Table 12. The number and percentage of current, former, monitored, and never English Learners enrolled in a CTE class (2024-25)

Description	Students Enrolled	Total Highschoolers	Percent
ELs in a CTE Class	8,101	15,164	53.4%
Former ELs in a CTE Class	11,320	17,439	64.9%
Monitored ELs in a CTE Class	2,122	3,104	68.4%
Never ELs in a CTE Class	81,755	140,604	58.1%

English Learners' Sense of Belonging

While academic outcomes like test scores, graduation rates, and similar measures offer important insights into student success, they do not capture the full picture, particularly for English learners. A growing body of research highlights the critical role that sense of belonging plays in students' academic and emotional wellbeing (Allen, Kern, Vella-Brodrick, Hattie, & Waters, 2018; Gillen-O'Neel, 2021). For English learners, feeling welcomed, valued, and represented in their school communities is especially important given the additional cultural, linguistic, and social transitions they often navigate. A strong sense of belonging can improve motivation, engagement, and resilience, and is linked to better attendance and higher academic achievement (Gillen-O'Neel, 2021; Jacoby, 2023).

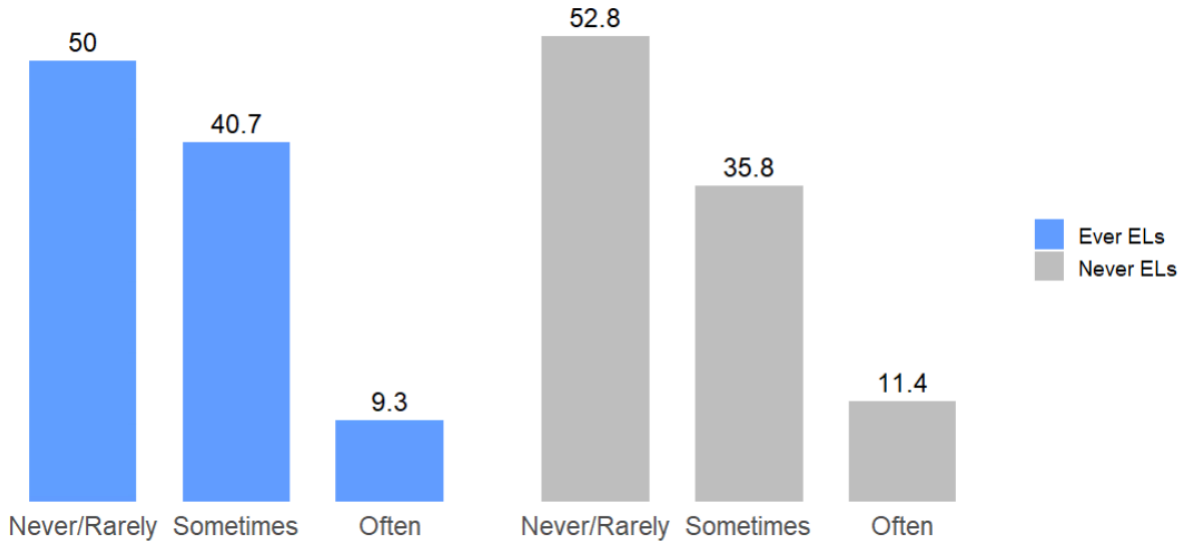
In Oregon, the *Student Educational Equity Development* (SEED) Survey captures students' voices on their school experiences, including how supported and connected they feel. In 2024-25, about 15% of the 180,076 SEED respondents were English learners. By monitoring English learner students' sense of belonging, Oregon takes a critical step toward ensuring that every student, regardless of language background, experiences school as a place of safety, connection, and inclusion. The SEED Survey included items assessing both social identity (e.g., identity representation in curriculum) and emotional connection (e.g., feeling welcome at school). In the following, we explore two survey items that examine how often English learners' social identity and emotional connection is represented in schools and how it compares to that by other groups of English learners.

English learners report low levels of identity representation in school assignments.

Figure 26 presents data from the 2024-25 SEED Survey, which captures perceptions of identity representation in curriculum among Oregon students in grades 3–11. The survey item asked: *"Think about your assignments from this school year. How often did they have pictures or stories of people who are like you and your family?"* Responses are disaggregated by ever English learner (Ever EL) status and never English learner (Never EL) status. About half of both groups responded "Never/Rarely" (50.0% for Ever ELs and 52.8% for Never ELs), while relatively few students selected "Often" (9.3% and 11.4%, respectively). Ever ELs reported slightly more frequent identity representation than Never ELs, with a higher percentage selecting "Sometimes" (40.7% vs. 35.8%).

These findings suggest that many students, including Ever ELs, do not regularly see themselves or their families reflected in classroom content. This underrepresentation may contribute to feelings of alienation, lower academic engagement, and a weaker sense of belonging. The results point to a continued need for schools to incorporate culturally responsive curriculum materials that reflect and affirm students' diverse identities and lived experiences, especially those from multilingual backgrounds.

Figure 26. Response rates[20] (%) for identity representation in school assignments among Ever and Never English Learners (2024-25)



Feeling welcome at school varies significantly across English learner groups.

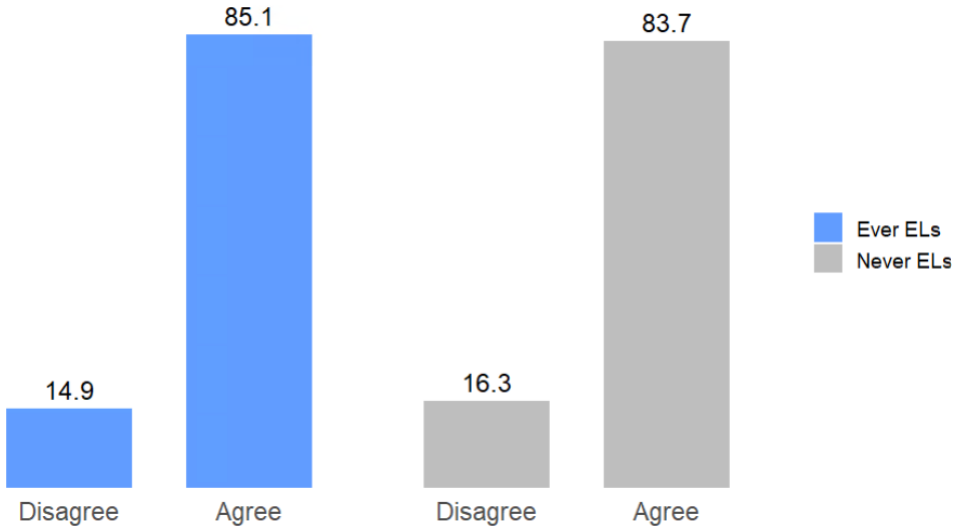
Figure 27 presents the results from the 2024–25 Student Educational Equity Development (SEED) Survey, specifically student responses to the item: *"Think about this school year and the people at your school. How much do you agree with each statement? I feel welcome at my school."* The data are disaggregated by ever English learner (Ever EL) status and never English learner (Never EL) status.

The responses reveal only minor differences in students' sense of belonging. The vast majority of students, regardless of English Learner status, reported feeling welcome at school. Among Ever ELs, 85.1% agreed with the statement, compared to 83.7% of Never ELs. The percentage who disagreed was similarly low, 14.9% for Ever ELs and 16.3% for Never ELs.

These patterns suggest that most students feel welcomed at school regardless of English learner status. While the results are generally positive, schools should continue fostering inclusive environments that support the belonging and engagement of multilingual learners and their peers.

[20] Percentages exclude respondents who skipped the item and may not sum to 100 due to rounding.

Figure 27. Response rates[21] (%) for feeling welcome at school among Ever and Never English Learners (2024-25)



Section 5: State Revenues and Expenditures for Current English Learners

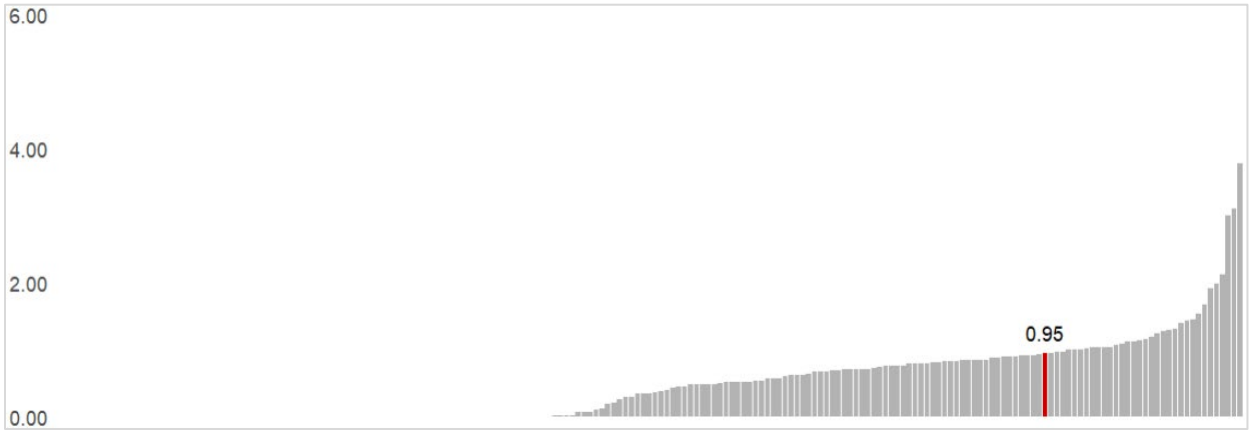
Each year, Oregon's State School Fund provides funding to districts through General Purpose Grants. The amount of the grant relies on a formula that considers the number of students in the district (known as average daily membership weighted or ADMw). On average, the per-pupil funding amount in 202425 was $10,596.[22] In addition to this basic funding, districts receive additional state funds for each student enrolled in an ELD program. This amount is 0.5 × $10,596 or $5,298 per current English learner. Collectively, the state allocated $285,570,839 for these additional English learner funds in the 2024-25 school year.

Figure 28 depicts the relationship between current English learner revenues the state allocated to districts via the State School Fund Formula and the total current English learner expenditures from the General Fund expressed as a ratio. Statewide, the ratio of expenditures to revenues in 2024-25 was 0.95, meaning that district expenditures on current English learners reflected 95% of the funds the state allocated to districts via the State School Fund Formula. Some districts (n=33) spent about average or more than this percentage (up to about 378%), while others (n=164) reported spending less (as little as 0%). The values on the extreme ends of the range, however, may reflect variations in the way that some districts report data. Some districts with few current English learners report revenue received from the state, but do not identify expenditures specific to current English learners, even though they may expend funds for English learner services. Other districts on the high end of the spending ratio may include expenses for dual-language programs that also educate

[21] Percentages exclude respondents who skipped the item and may not sum to 100 due to rounding.
[22] While $10,596 is the average amount, the grant amount can vary a bit for different districts because of the way the formula is set up.

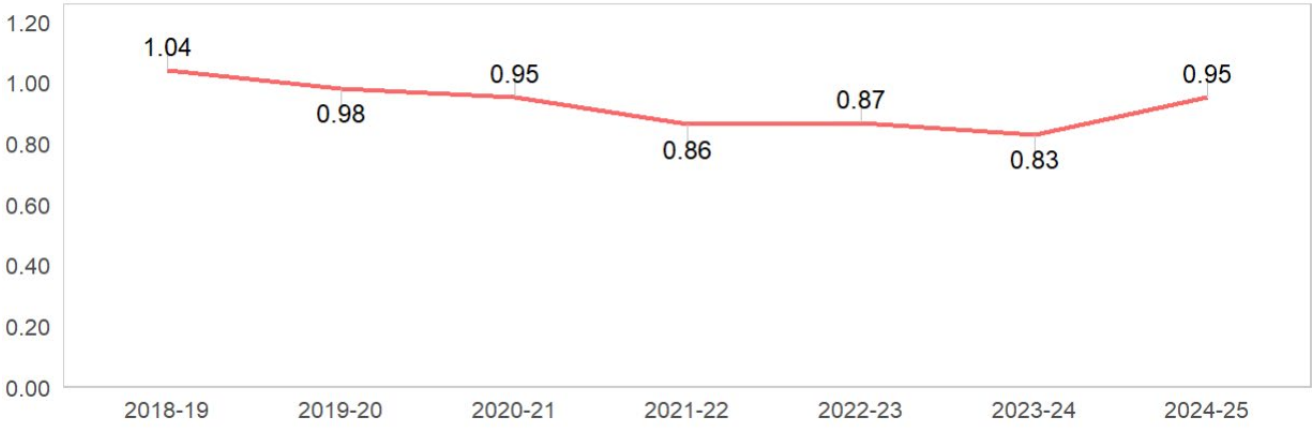
former and never English learners, rather than calculating the percentage spent solely on current English learners.

Figure 28. Ratio of Current English learner expenditures to revenues across districts in 2024-25.



As figure 29 illustrates, the statewide ratio decreased from 2018-19 to 2021-22; however, the ratio generally increased from 2021-22 to 2024-25.

Figure 29. Ratio of statewide expenditures on current English learners to revenues (2018-19 to 2024-25).



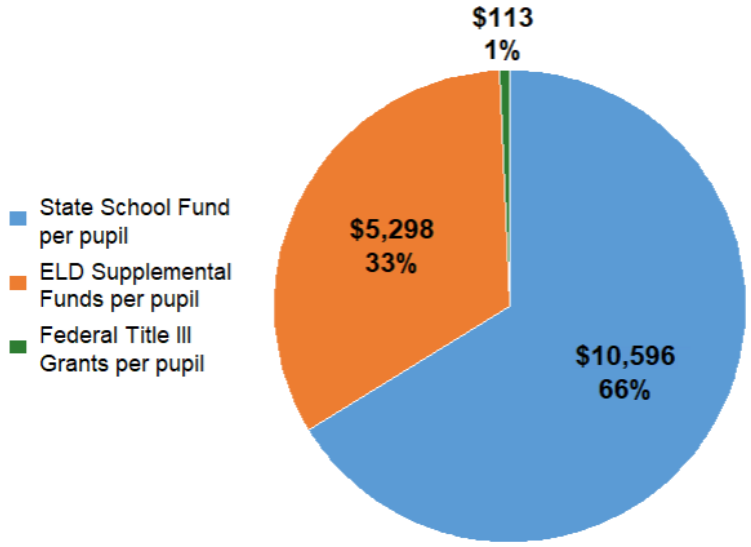
Expenditures from the General Fund on current English learners either belong to Function 1291 (covering expenditures for instruction and interventions to help current English learners learn English) or Area of Responsibility 280 (covering other supports for current English learners, such as interpretation services or transportation). [23]

[23] For a more detailed description of the accounting system categories, see Oregon's Program Budgeting and Accounting Manual.

Current English learner expenditures for 2024-25 totaled $272,020,347. Districts accounted for approximately 87.1% of the expenditures ($236,837,340) using Function 1291 and 12.9% of the expenditures ($35,183,006) using Area of Responsibility 280.

In addition to state funding, 132 districts serving current English learners accessed federal Title III funding either directly or through a consortium, which in 2024-25 provided an additional $113 per student for supplemental English learner services. Figure 29 summarizes the percentage of the state and federal per-pupil funding for English learners in the 2024-25 school year.

Figure 30. Percentage of state and federal per-pupil funding for English Learners in 2024-25



As Figure 30 indicates, overall, about 99% (66% + 33%) of the funding allocated to English learners comes from the state, which in turn, reflects a strong state-level commitment to education equity for English learner students. Additional information on the grant amounts is available on the ODE website under Title III Allocations.

Conclusion

The data trends in this report underscore both meaningful progress and persistent challenges in supporting the state's multilingual students. Over 102,000 Oregon students are current, monitored, or former English learners, a testament to the state's growing linguistic diversity. Encouragingly, former and monitored English learners often achieve academic outcomes that meet or exceed those of their never English learner peers, demonstrating the long-term benefits of effective ELD services and the resilience of these students.

Notable progress is evident in several areas. For example, a growing share of English learners, particularly those who have exited English learner services, are earning the Oregon Seal of Biliteracy, highlighting bilingualism as both a personal asset and a statewide educational goal. Graduation rates for former English learners have improved steadily, outpacing never English learners, and additionally, postsecondary enrollment rates for these students now closely match those of their peers.

Despite these successes, persistent gaps underscore the need for continued investment and reform. Current English learners face significant academic disparities. Fewer than 10% meet state standards in English language arts or mathematics, and their regular attendance and on-time graduation rates lag considerably behind those of other student groups. Furthermore, English learners remain underrepresented in TAG programs and are more likely to receive modified diplomas, signaling potential inequities in both access and expectation. Another key concern is the overrepresentation of English learners in special education, raising questions about accurate identification practices.

Schools and districts should continue to strengthen culturally and linguistically responsive supports. Enhanced professional development, better data-driven decision-making, and equitable funding are essential. Additionally, sustained attention is needed to ensure students transitioning out of ELD programs, especially monitored English learners, continue to receive academic support as they navigate the demands of advanced coursework and postsecondary preparation.

In 2024, ODE introduced its latest Multilingual Learner Strategic Plan. The plan provides a clear roadmap for addressing these challenges, with priority areas emphasizing community engagement, transformative educators, and culturally responsive practices that lead to various multilingualism pathways. Actions outlined in the plan, such as expanding pathways to academic and linguistic success, fostering inclusive school environments, providing access to dual language education, and enhancing teacher training, are critical to addressing existing disparities.

By leveraging the strategies in the plan and aligning resources to meet the unique needs of English learners, Oregon can improve outcomes in future years, ensuring that every English learner has equitable opportunities to excel academically and linguistically to support their full participation and success in school and beyond.

Ultimately, Oregon's commitment to its multilingual learners should go beyond compliance; it must affirm their full academic potential and cultural contributions to our state.

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Lincoln County School District English Learner Outcomes
Program Data Summary
2024-2025

In 2024-25 LCSD served 474 Current English Learners. Current English Learners comprised 10.2% of total enrollment in 2024-25, and Ever English Learners comprised 15.6% of district enrollment with 30 languages represented. Oregon's Ever English Learners represented 19% of Oregon's student population.

*Current English learners are multilingual students who were learning English in an ELD program during the 2024-2025 school year.

*Ever English Learners are the combination of current, monitored, and former English Learners.

LCSD Data Profile as Compared to the State

Indicator	LCSD	State
ELA Achievement (Grades 3-8)	14.8% (Ever EL)	21.9%
Math Achievement (Grades 3-8)	8.3% (Ever EL)	16.3%
Exclusionary Discipline (Grades 6-12)	97.4% (Ever EL)	88.9%
Postsecondary Enrollment	37.5% (Ever EL)	48.8%
9th Grade On Track	93.2%	83%
5 Year Graduation	88.2%	83.6%
Elementary OTELP (On Track to English Language Proficiency)	62.9%	
Secondary OTELP (On Track to English Language Proficiency)	40.8%	
Regular Attenders	65% (Ever EL)	60% (Current EL) *Former Monitored, Monitored (73%-87.1%)
Seal of Bi-Literacy	0% (Ever EL)	42.8% (Former EL) 15.3% (Current EL)
Receiving Special Education Services	21.5% (Current EL)	18.9%

2. Restraint and Seclusion Annual Report

2025-26
Use of Restraint and/or Seclusion in Lincoln County School District

Definitions

‘Physical restraint’ means the restriction of a student's movement by one or more persons holding the student or applying physical pressure upon the student.

‘Seclusion’ means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. ‘Seclusion’ does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control if the student is in a setting from which the student is not physically prevented from leaving.

from Oregon Revised Statute 339.291:

(1) (a) Physical restraint or seclusion may be used on a student in a public education program only if:

(A) The student’s behavior imposes a reasonable threat of imminent, serious bodily injury to the student or others; and

(B) Less restrictive interventions would not be effective.

(b) Physical restraint or seclusion may not be used for discipline, punishment or convenience of personnel of the public education program.

Oregon Administrative Rule 581-022-2267

Annual Report on use of Restraint and Seclusion

(1) Each entity that has jurisdiction over a public education program must prepare and submit an annual report detailing the use of restraint and seclusion for the preceding school year to the Oregon Department of Education. The annual report shall include, at a minimum:

(a) The total number of incidents involving restraint;

(b) The total number of students placed in restraint;

(c) The total number of incidents involving seclusion;

(d) The total number of students placed in seclusion;

(e) The total number of seclusions in a locked room;

(f) The total number of seclusion rooms available, including a description of the dimensions and design of the rooms;

(g) The total number of incidents that resulted in injuries or death to students or personnel as a result of the use of restraint or seclusion;

(h) The number of students who were placed in restraint or seclusion more than 10 times in the course of a school year and an explanation of what steps have been taken by the public education program to decrease the use of restraint and seclusion for each student;

(i) The number of incidents in which the personnel of the public education program administering restraint or seclusion were not trained; and

(j) The demographic characteristics of all students upon whom restraint or seclusion was imposed, including race, ethnicity, gender, disability status, migrant status, English proficiency, and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

(2) (a) Each entity that has jurisdiction over a public education program shall make its annual report about restraint and seclusion available to:

(A) The public at the entity's main office and the website of the entity;

(B) The school board or governing body overseeing the entity;

(C) If the entity is an education service district, the component school districts of the education service district; and

(D) If the entity is a public charter school, the sponsor of the public charter school.

(b) Parents and guardians of students in a public education program shall be advised at least once each school year about how to access the report.

Number and location of seclusion/break rooms:

Lincoln County Schools contain a total of 21 seclusion/break rooms. These rooms may be used for seclusion as described above, but are most often used for self-directed student breaks. The district does not have any rooms designated solely for seclusion.

Building	# rooms
Crestview Heights Elem	4
Newport High	3
Newport Middle	1
Oceanlake Elem	0
Sam Case Elem	1
Taft Elem	3
Taft Middle	1
Toledo Elem	1
Yaquina View Elem	1
District total	15

Restraint and Seclusion – Summary Statistics for Lincoln County Schools, 2025-26

# of Incidents	Restraint	6
	Seclusion	2
	Seclusion in a Locked Room	0
# of Students	Restrained	6
	Secluded	2
	Placed in restraint or secluded more than 10 times in the 2025-26 school year	0

		# of incidents	
	Student Demographics	**Restraint**	**Seclusion**
Ethnicity	Hispanic	1	1
	Non-Hispanic	5	1
Race	American Indian/Alaskan Native	0	0
	Asian	0	0
	African American	0	0
	White	5	1
	Pacific Islander	0	0
	Multi-racial	0	0
Gender	Male	4	1
	Female	2	1
	Non-binary		
Disability Status	Identified under IDEA or Section 504	5	2
Other	Migrant	0	0
	Limited English Proficiency	0	1
	Eligible for Free or Reduced Lunch	6	2

# incidents resulting in student injury	0
# incidents resulting in staff injury	1
# incidents resulting in student or staff death	0
# of restraints or seclusions carried out by untrained personnel	1

Steps taken to reduce the use of physical restraint and seclusion for each student:

- Parent and staff meetings to review, edit, or create behavior support plans.
- Training of staff in Nonviolent Crisis Intervention (NCI) to reinforce the importance of de-escalation.
- Focus on the use of self-regulation skills with students.
- Use of redirection, calming techniques, positive encouragement, breaks, visual icons, verbal cues, and timer warnings for transitions.
- Increased communications with parents/guardians. Students taught safe options and alternatives.
- Modification of students' schedules to avoid triggering situations.

District plans for reduction in number of physical restraint and seclusion incidents in the 2026-27 school year include:

- Increased training for special roles (admins, counselors, social workers)
- Collaboration with First Student in training on LCSD policy and procedure
- Continued monitoring of Behavior Support Plans and adjustment of plans as needed.
- Implementation of district-wide Positive Behavioral Intervention Supports (PBIS).

b. Board
    1. Public Comment (This time is reserved for general public comment to the Board). BG-4
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.