



LINCOLN COUNTY SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
1212 NE Fogarty Street, Newport, OR 97365
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Board of Directors NOTICE OF A BOARD MEETING Lincoln County School District Business Meeting of the Board

Date	Tuesday, June 13, 2023
Time	Executive Session- 5:30 Re: (ORS 192.660(2)(e)) & (ORS 192.660(2)(d)), Retirement and Recognition Celebration 6:00, Regular Business Meeting- 6:30
Place	Newport High School, 322 NE Eads St, Newport, OR 97365

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Business Meeting of the Board of the Board beginning at Executive Session- 5:30 Re: (ORS 192.660(2)(e)) & (ORS 192.660(2)(d)), Retirement and Recognition Celebration 6:00, Regular Business Meeting- 6:30.

Public comment will only be heard if a specific public comment time is designated on the agenda. Not all meetings of the Board have public comment.

If you are a member of the community and wish to speak before the Board, please email the following information to eddie.symington@lincoln.k12.or.us by **12:00 pm on the business day prior to the meeting: Name, address and phone number (optional), and topic.** Once your request is received, you will be contacted with details regarding making the comment during the meeting. Public comment cards will also be available at the door and must be completed and given to the Board Secretary. All public comment will follow Board Policy BDDH – “Public Comment at Board Meetings.”

The session will be streamed and can be accessed by visiting our [website](#).

The agenda is attached.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting.

THIS NOTICE SATISFIES THE REQUIREMENTS OF ORS 192.630, 192.640 AND 332.045.
For further information or to request accommodations, please contact:

Eddie Symington, Assistant to the Superintendent and School Board
Lincoln County School District | 1212 NE Fogarty | Newport, OR 97365

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Business Meeting of the
Board
Tuesday, June 13, 2023 - Executive Session- 5:30 Re: (ORS 192.660(2)(e)) & (ORS
192.660(2)(d)), Retirement and Recognition Celebration 6:00, Regular Business
Meeting- 6:30
Newport High School, 322 NE Eads St, Newport, OR 97365

Agenda

1. Call to Order & Reading of Land Acknowledgment
2. Roll Call- Establishment of a quorum
3. Recess into Public Hearing for 2023-2024 Approved Budget
 - 3.a. Public Hearing
4. Adjourn Public Hearing, Resume Business Meeting
5. Introductions
6. Communications
 - 6.a. Written
 - 6.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
 - 6.c. Recognition
 - 6.c.1. Tom Moore Memorial Award



LINCOLN COUNTY SCHOOL DISTRICT

Dr. Karen Gray
Superintendent

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Tom Moore Memorial Award 2023

South County Nominee: Peter Colley

Peter has been our volunteer ASPIRE coordinator since the 2019-200 school year. During COVID, he managed the online world and still was able to "google meet" with kids and create his own classroom for students that were applying for colleges and scholarships. He created a college and career center at WHS with all sorts of information and resources for students, staff, and parents. He recruited volunteers to be mentors to meet one on one with students about their future planning. He set regular hours where he could be found daily to help students with their career goals. During conferences, he puts on family information nights to promote the college going culture. He has taken on the role as the LEO Club's Coordinator and started community service projects for our students. Peter has grown ASPIRE to a commendable program! As the ASPIRE Program Analyst and Access Specialist says about Peter, "Your care and passion for this position is clear. I love that you want to keep learning and growing in your role, including setting goals to increase your financial aid and scholarship knowledge over the coming year. Peter your passion for your student's success is inspiring. Ms. Skirvin, you are extremely fortunate to have Peter as your new ASPIRE Coordinator."

Unfortunately, Peter is leaving us after this year. He and his partner are looking to move into a retirement community. We will miss seeing his smiling face every day - *and the snacks!* His energy and organization are contagious, he will be greatly missed!

Nominated by: Principal Amy Skirvin, Waldport Middle/High School

6.d. LCEA Report

7. Consultant Reports/Staff Reports/Student Reports

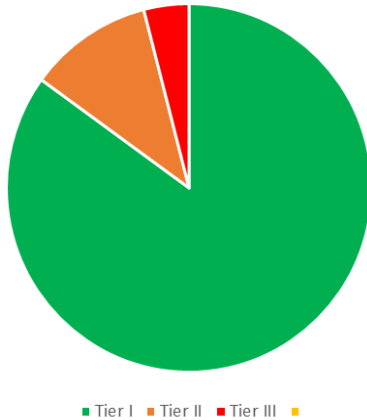
7.a. Area Report - Newport High School & Newport Middle School

Newport High School

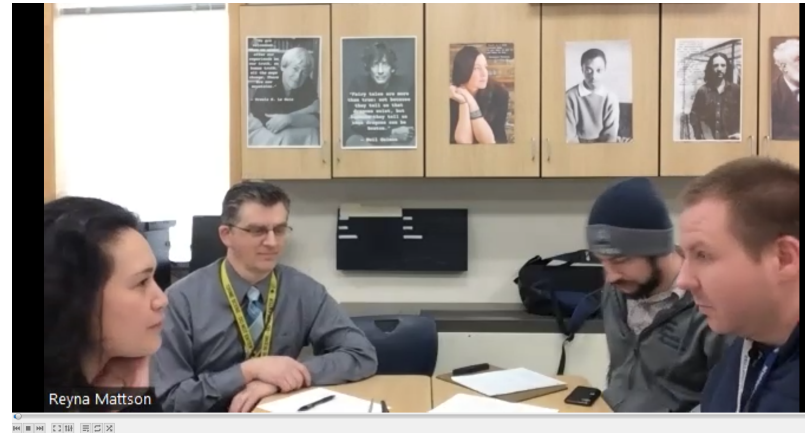
2022-2023



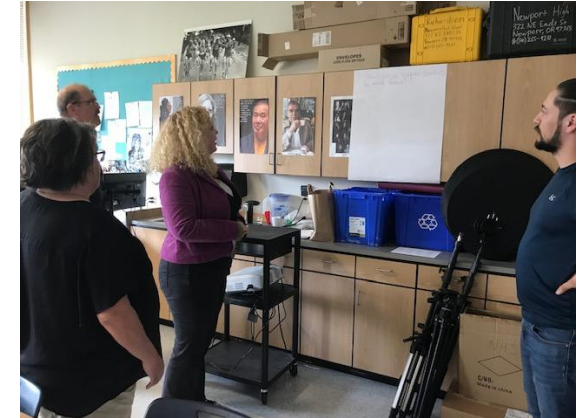
Behavior Data



PLC Teams & Observations



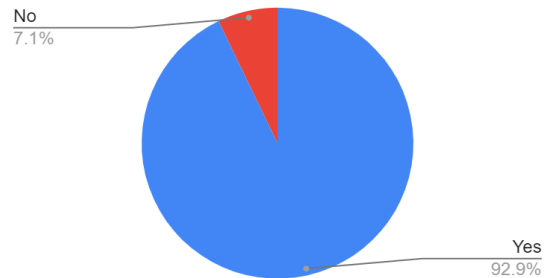
AVID Embedded Strategies



Tier II intervention Campaigns

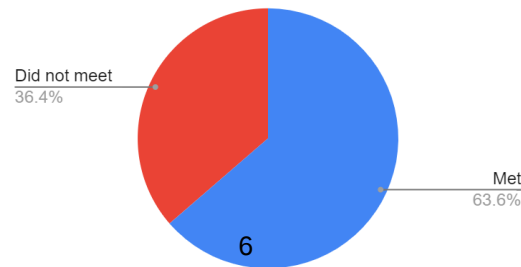
Students who were at 89%- 2 wk challenge
Started 10-12-22

Ice Cream Challenge- 14 Students



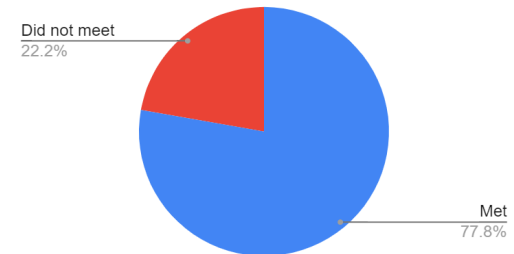
Students who were at 85%- 2 wk challenge
Started 11-16-2023

Pledge to Attend- 11 Students



Students who were at 89%- 2 wk challenge
Started 3-13-23

Spring Break Challenge-18 Students



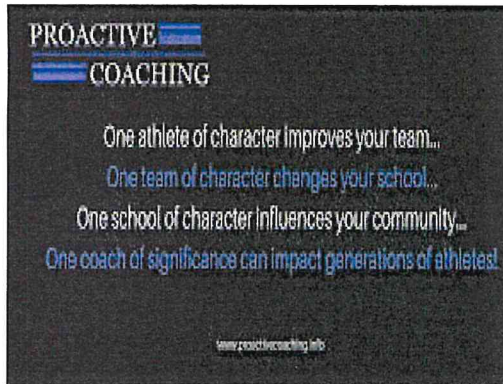
Newport *CUB* Athletics: 22-23



EVERY



athlete!



EVERY



day!



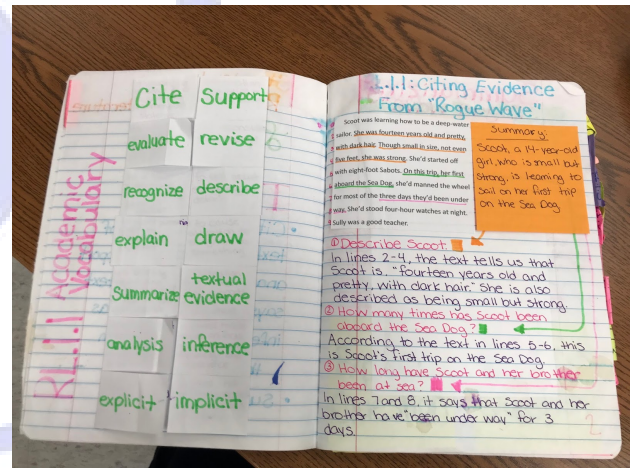
Newport Middle School

2022-2023 Board Report

2022-23 Highlights:

Academics and Instruction:

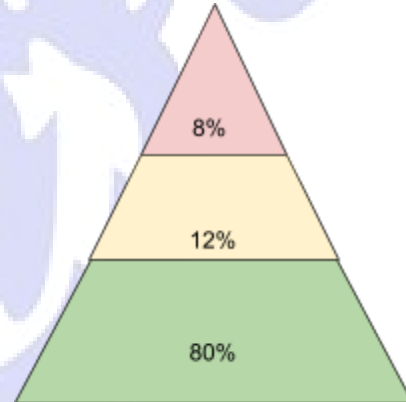
- AVID: School-wide Implementation of Interactive Notebooks (INBs) as a learning tool.
- PLCs: Implementation of Professional Learning Communities. Growth towards "PLC Right"
- Content / Language Objectives: Teacher clarity of daily learning targets.
- Club Catch-up: Weekly support for students missing assignment and club time for enrichment



PBIS:

- Tier I
Included an 8th grade student on the team
Stronger reflection and response to data
- Tier II
Interventions include CICO, C&C, attendance check-in's, small groups, breaks
- Tier III
Working with school psych and counselors to build individual plans and goals

Major & Minor referrals YTD



Student Experience:

- Student Recognition: Cub Character Awards the Cub Champions Breakfast recognize student efforts
- Student Praise: Cub coins given to students for positive recognition and Homerooms worked toward class rewards
- Restorative Practices: Restorative chats repair harm done when conflict arises
- Student Activities: Dances, assemblies and school-wide sports tournaments are back!



7.b. Student Report

7.c. Financial Report

7.c.1. May 2023 Financial Reports

General Fund Revenue & Expenditure Summary (Unaudited)																			
Fiscal Year 2022-23																			
Year To Date Transactions as of May 31, 2023																			
	Period 1 Actual July '22	Period 2 Actual Aug '22	Period 3 Actual Sept '22	Period 4 Actual Oct '22	Period 5 Actual Nov '22	Period 6 Actual Dec '22	Period 7 Actual Jan '23	Period 8 Actual Feb '23	Period 9 Actual March '23	Period 10 Actual April '23	Period 11 Actual May '23	Period 12 Projected June '23	Period 13 Projected July '23	Projected 2022-23 Totals	Adopted 2022-23 BUDGET	Year-To-Date 2022-23 Actuals	Difference Budget vs. Projected	% of Budget	
REVENUES																			
LOCAL SOURCES:																			
Current year's levy					32,913,299	5,969,093	372,854	248,224	1,033,791	66,809	100,678	1,048,815	406,385	42,159,948	*	40,634,480	40,704,748	1,525,468	100%
Prior years' taxes	42,064	134,420	89,038	58,690	57,797	139,153	48,655	73,295	30,913	52,310	(895)	72,688	35,806	833,934	*	805,000	725,440	28,934	90%
Interest on Investments	22,208	29,352	29,342	27,289	51,169	116,573	109,098	102,043	109,833	92,385	90,698	24,067	10,903	814,959		225,000	779,988	589,959	347%
Fees Charged to Grants			34,786	43,900	23,134	56,636	33,815	58,603		105,472	736	132,152	63,952	553,185		492,298	357,081	60,887	73%
Rentals												2,500		2,500		10,000	-	(7,500)	0%
Contributions														0		0	-	-	#DIV/0!
Other Local Income	489	7,040	146	51,052	7,782	94,723	34,700	58,723	48,577	62,924	64,262	57,921	155,633	643,971		665,162	430,417	(21,191)	65%
INTERMEDIATE SOURCES:														0		-	-	-	#DIV/0!
ESD - Severe Disab Support								97,500		97,500				195,000		146,000	195,000	49,000	134%
County School Fund				75,167				11,011			53,384			139,562	*	300,000	139,562	(160,438)	47%
Other, Hvy Eq Rent Tax, etc			2,502	65		1,612		82	602		53			4,916		4,916	4,916	4,916	#DIV/0!
STATE SOURCES:														0		-	-	-	#DIV/0!
SSF- Current Year	3,781,859	1,889,795	1,889,795	1,889,795	1,889,795	1,907,092	1,907,092	1,907,092	1,907,092	1,630,598	1,554,641			22,154,646		23,378,834	22,154,646	(1,224,188)	95%
SSF- Prior Year														0		-	-	-	#DIV/0!
Common School Fund								337,424				337,424		674,848	*	567,880	337,424	106,968	59%
State Timber				122,000				17,871			86,645			226,517	*	500,000	226,517	(273,483)	45%
Unrstd Grants, HCD, Wildfire											1,131,766			1,131,766		967,796	1,131,766	163,970	117%
FEDERAL SOURCES:														0		-	-	-	#DIV/0!
Federal Forest Fees											323,238			323,238	*		323,238	323,238	437%
Foster Care Transp Reimb									22,110			51,890		74,000		74,000	22,110	(0)	#REF!
OTHER RESOURCES:														0		-	-	-	#DIV/0!
Interfund Transfer														0		-	-	-	#DIV/0!
Sale of Assets/Ins Proceeds					611		5,114							5,725		5,725	5,725	5,725	#DIV/0!
Beginning Fund Balance	17,958,828													17,958,828		15,314,192	17,958,828	2,644,636	117%
Total Monthly Revenues	21,805,448	2,060,607	2,045,609	2,267,959	34,943,586	8,284,882	2,511,328	2,911,867	3,152,917	2,107,997	3,405,208	1,727,456	672,679	87,897,542		84,080,642	85,497,406	3,816,900	102%
CUMULATIVE RESOURCES	21,805,448	23,866,055	25,911,663	28,179,622	63,123,208	71,408,090	73,919,418	76,831,285	79,984,202	82,092,199	85,497,406	87,224,863	87,897,542						
EXPENDITURES																			
Salaries (100)	569,730	740,007	2,353,358	2,392,744	2,555,044	2,426,051	2,377,599	2,550,253	2,420,793	2,195,839	2,528,309	6,084,707	0	29,194,434		29,741,290	23,109,727	(546,856)	78%
Employee benefits (200)	284,254	358,727	1,343,122	1,362,800	1,391,082	1,382,207	1,349,466	1,413,115	1,411,650	1,327,870	1,411,178	4,046,400	10,685	17,092,555		19,114,087	13,035,470	(2,021,532)	68%
Purchased services (300)	1,095,899	898,914	995,461	1,168,804	1,137,479	1,677,584	1,307,072	1,471,833	1,537,466	1,334,796	1,274,638	1,502,553	377,484	15,779,984		16,981,882	13,899,947	(1,201,898)	82%
Supplies (400)	69,980	318,735	171,283	131,920	73,212	246,107	181,727	194,631	142,713	115,699	152,974	406,749	229,247	2,434,977		3,071,592	1,798,981	(636,615)	59%
Capital outlay (500)	6,228				11,695			5,639	(12,466)		20,000	997		32,094		40,000	31,097	(7,906)	78%
Insurance/Other (600)	711,469	23,480	14,591	22,319	9,070	8,612	4,372	5,908	5,360	8,284	108,828	12,829	14,181	949,304		939,599	922,294	9,705	98%
Interfund Transfers (700)		1,650,000		400,000		3,550,000								5,600,000		5,550,000	5,600,000	50,000	101%
Contingency (800)														0		3,750,000	-	-	0%
Unappropriated Funds (800)														0		4,892,192	-	-	0%
Total Monthly Expenditures	2,737,560	3,989,863	4,877,814	5,490,282	5,165,888	9,290,561	5,220,237	5,641,379	5,505,516	4,982,488	5,495,927	12,054,234	631,597	71,083,348		84,080,642	58,397,516	(4,355,102)	69%
CUMULATIVE EXPENDITURES	2,737,560	6,727,423	11,605,238	17,095,520	22,261,407	31,551,969	36,772,206	42,413,584	47,919,101	52,901,589	58,397,516	70,451,750	71,083,348						
Month-end Fund Balance	19,067,888	17,138,632	14,306,426	11,084,102	40,861,801	39,856,121	37,147,212	34,417,700	32,065,101	29,190,610	27,099,890	16,773,112	16,814,194	16,814,194				27,099,890	

Revenue Assumptions:	* Local Revenue - Projected		44,358,047	
Projection amounts based on Adopted Budget and avg % received during same time period over past 6 years	Local Revenue included in 4/28/23 SSF Estimate		42,929,329	
Synergy software report clarification needed. YTD seems high, likely closer to Month-to-Date ADM.	Estimated 2022/23 SSF Adjustment (May 2024)		(1,428,718)	Will depend on Actual Local Revenue at Yr End
Audited BFB \$1,692,373 higher than estimated in October	Anticipated Ending Fund Balance		15,385,476	
Updated with YTD corrections Net Change July to Oct = (\$59,349) Due to Interest moved to Special Funds	Less Unappropriated Ending Fund Balance (7% Required)		(4,892,192)	
Updated with 4/28/23 SSF Estimate	Excess Ending Fund Balance and Contingency		10,493,284	
Anticipated 22/23 Wildfire Funds \$972,556 plus 21/22 Final High Cost Disability Payment \$23,146				
22/23 High Cost Disability Prelim Pmt \$1,110,794, 21/22 Final High Cost Disab \$20,972				

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 6 years

Updated with YTD corrections, Net Change July to Oct = (\$231,043). Primarily due to SpEd legal fees moved to prior year.

Monthly ADM - Prior Years						Monthly	Monthly ADM	YTD ADM
2016/17	2017-18	2018-19	2019-20	2020-21	2021-22	ADMr Comparison	2022-23	2022-23
5,430.9	5,489.2	5,523.3	5,567.9	4,892.4	5,163.5	September	5,095.5	5,095.5
5,451.6	5,487.6	5,549.3	5,586.5	4,945.8	5,189.8	October	5,120.0	5,111.6
5,456.6	5,477.9	5,541.6	5,596.7	4,968.0	5,191.8	November	5,111.7	5,109.0
5,485.7	5,480.6	5,538.8	5,585.9	5,089.1	5,192.9	December	5,090.0	5,098.5
5,470.3	5,480.8	5,512.2	5,577.6	5,054.0	5,184.1	January	5,099.7	5,095.4
5,476.7	5,470.6	5,491.0	5,569.1	5,052.3	5,180.8	February	5,103.3	5,103.0
5,463.4	5,438.7	5,476.0	COVID-19	5,048.6	5,170.4	March	5,090.5	5,101.0
5,438.9	5,411.8	5,447.3	ADM Frozen	5,048.6	5,167.2	April	5,071.4	5,097.6
5,410.1	5,378.6	5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	May	5,046.7	5,093.8
5,357.7	5,332.9	5,482.5		5,090.2	5,122.6	June		
5,440.0	5,443.2	5,482.5		5090.2	5122.6	June YTD		

Lincoln County School District
Monthly Comparison - Projected to Actual
May 2023

REVENUES	Projected**	Actual	Actual Compared to Projected	Comments
LOCAL SOURCES:				
Current year's levy	181,559	100,678	(80,881)	* Timing Varies
Prior years' taxes	42,073	(895)	(42,968)	* Timing Varies
Interest on Investments	19,567	90,698	71,131	Rates higher than budgeted
Fees Charged to Grants	31,568	736	(30,832)	JE's not completed
Rentals			-	
Contributions			-	
Other Local Income	66,536	64,262	(2,274)	
INTERMEDIATE SOURCES:				
ESD - Severe Disability Support			-	
County School Fund	150,000	53,384	(96,616)	*
Other, Hvy Eq Rent Tax, etc		53	53	
STATE SOURCES:				
SSF- Current Year	1,521,358	1,554,641	33,283	*
SSF- Prior Year			-	*
Common School Fund			-	*
State Timber	226,496	86,645	(139,851)	*
Unrestricted Grants	995,702	1,131,766	136,064	* 22/23 Prelim HCD \$1,110,794 21/22 Final HCD \$20,972
FEDERAL SOURCES:				
Federal Forest Fees		323,238	323,238	*
Foster Care Transport Reimb			-	
OTHER RESOURCES:				
Interfund Transfer			-	
Sale of Assets/Ins Proceeds			-	
Beginning Fund Balance			-	
Total Monthly Revenue	3,234,860	3,405,208	170,348	
EXPENDITURES				
Salaries (100)	2,555,988	2,528,309	(27,679)	
Employee benefits (200)	1,639,370	1,411,178	(228,192)	
Purchased services (300)	1,741,472	1,274,638	(466,834)	
Supplies (400)	286,240	152,974	(133,266)	
Capital outlay (500)	2,415	20,000	17,585	
Insurance/Other (600)	18,321	108,828	90,507	
Interfund Transfers (700)				
Contingency (800)				
Unappropriated Funds (800)				
Total Monthly Expenditures	6,243,806	5,495,927	(747,879)	

Lincoln County School District
General Fund Purchased Services Monthly Comparison
May 31, 2023

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	654	D 10,282	10,200	24,023	76,658	91,781	51,058	H 199,093	102,945	11,211	L 184,359		762,264
Cleaning Services	164,284	164,404	164,284	167,168	5,369	E 350,869	164,284	I 191,544	164,284	182,755	174,159		1,893,405
Repairs & Maint	24,369	99,245	55,108	10,392	30,623	27,338	23,539	18,184	13,949	22,613	15,325		340,687
Rentals		26	20,964	1,202		142	F 9,867	613	2,328	-	540		35,681
Utilities	7,189	31,324	89,077	97,621	126,902	183,308	169,772	176,957	212,067	156,016	139,573		1,389,805
Transportation	2,534	122,421	155,125	384,589	421,158	503,721	402,933	367,952	487,354	483,266	M (321)		3,330,731
Travel	159	D 3,592	6,047	9,110	12,273	12,255	4,462	5,510	17,753	4,317	8,057		83,538
Telephone		8,533	8,688	9,033	8,745	8,851	8,565	8,483	8,644	8,709	8,515		86,768
Postage	1,173	D 913	1,770	3,901	606	3,411	1,864	J 10,159	4,117	1,822	5,587		35,323
Advertising			4,464	1,899	1,200	3,550		16,169	300	505	7,408		35,494
Printing & Binding	4,076	4,076	16,545	8,320	4,251	10,708	5,573	J 23,489	14,197	9,020	13,942		114,197
Data Lines		163	163	163	163	163	163	163	163	166	163		1,638
Charter School Pmts	846,891	423,853	423,853	423,853	423,853	423,853	423,853	423,853	423,853	423,853	N 658,591		5,320,159
Tuition		C 24,909	24,909	24,105	24,909	24,105	31,809	24,909	22,498	24,909	24,105		251,167
Audit Services						17,210					12,400		29,610
Legal Services	B -	4,272	7,471	756		1,258	G 8,110	(673)	5,547	1,415	10,759		38,915
Architect/Engr Svcs						9,360			6,375				15,735
Neg/Labor Consltg													-
Managemnt Svcs													-
Data/Tech Svcs				1,650		4,500		1,500	6,000	1,500	1,650		16,800
Election Services													-
Other Gen Prof Svcs	44,570	900	6,793	1,019	768	I 1,200	1,220	3,927	K 45,091	2,718	9,824		118,030
Total	1,095,899	898,914	995,462	1,168,804	1,137,479	1,677,584	1,307,072	1,471,833	1,537,467	1,334,796	1,274,638	-	13,899,947

For Reference Only:

Less Transportation	(2,534)	(122,421)	(155,125)	(384,589)	(421,158)	(503,721)	(402,933)	(367,952)	(487,354)	(483,266)	321	-
Charter Sch Pmts	(846,891)	(423,853)	(423,853)	(423,853)	(423,853)	(423,853)	(423,853)	(423,853)	(423,853)	(423,853)	(658,591)	-

Balance of Purchased Services	246,474	352,640	416,484	360,362	292,468	750,010	480,287	680,028	626,259	427,677	616,368	-	A
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Notes:

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

B: Special Education Legal Fees RE: Out of State Placement. The \$273,387 previously reported was accrued to prior year expenses per the Auditors.

C: Special Education Out of State Placement Student Tuition

D: Updated as of November 30th, after audit. Aug net change \$5,240

E: November and December invoiced paid in December

F: Football Helmet Leases \$9,665

G: Property Services

H: \$185,116 ESS Subs - Includes Jan & Feb

I: Paid extra labor invoices for December & January - rcvd late

J: Centennial Postcards \$2,975 Printing, Postage \$2,500, Copiers Jan & Feb

K: \$45,000 to Lincoln County Sheriff's Office for the Waldport/Toledo School Resource Officer (SRO)

L: \$114,188 ESS Subs, \$52,312 OCCC Dual Cr Courses, \$5,891 SpEd SLP Contract, \$11,968 Prof Dev.

M: Corrections to prev inv, April Invoices received late May, pd Friday June 2nd due to timing of AP schedule

N: May payment adjusted to April 30 ADM, Charter School rate increase

LINCOLN COUNTY SCHOOL DISTRICT

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	1,101,756		774,455	327,301
Intermediate				
State	3,962,156		1,159,209	2,802,947
Federal	13,670,355		6,113,131	7,557,224
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,639,679		1,528,514	111,165
Total Revenues	20,373,946		9,575,310	10,798,636
Expenditures:				
Instruction	6,391,696	1,541,116	4,510,029	340,551
Support Services	6,648,856	819,919	3,377,298	2,451,639
Enterprise	559,804	51,784	224,629	283,391
Facilities Acq & Const	6,773,590	812,339	3,963,609	1,997,642
End Fund Bal/Tfrs		277,177		(277,177)
Total Expenditures	20,373,946	3,502,336	12,075,565	4,796,045
Fund Balance			(2,500,256)	***

Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales	100,000		100,000	0
Beg. Fund Balance*	3,316		3,316	0
Total Revenues	103,316	0	103,316	0
Expenditures:				
Instruction	23,000			23,000
Support Services	10,000		267	9,733
End Fund Balance	70,316	70,316		0
Total Expenditures	103,316	70,316	267	32,733
Fund Balance			103,049	
Less Encumbered			70,316	
Available for Expenditure			32,733	

Musical Instruments (287)				
Revenues:				
Transfers	300,000		300,000	0
Beg. Fund Balance*	150,000		152,555	(2,555)
Total Revenues	450,000		452,555	(2,555)
Expenditures:				
Instruction	89,000		141,851	(52,851)
Support Services	61,000			61,000
End Fund Balance	300,000	300,000		
Total Expenditures	450,000	300,000	141,851	8,149
Fund Balance			310,704	
Less Encumbered			300,000	
Available for Expenditure			10,704	

2022-23 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of May 31, 2023 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	549,007		289,708	259,299
Beg. Fund Balance*				
Total Revenues	549,007		289,708	259,299
Expenditures:				
Instruction	463,427	108,086	336,189	19,152
Support Services	82,580	16,591	31,380	34,608
Enterprise	3,000	73	1,520	1,408
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	549,007	124,750	369,089	55,168
Fund Balance			(79,381)	***

Student Investment Account (289/989)				
Revenues:				
State	4,776,992		4,776,992	0
Beg. Fund Balance*				
Total Revenues	4,776,992		4,776,992	0
Expenditures:				
Instruction	1,771,171	360,283	1,303,974	106,915
Support Services	2,833,966	546,189	1,780,652	507,125
Enterprise	3,759		1,759	2,000
Facilities Acq & Const	168,096		330,771	(162,675)
End Fund Balance				
Total Expenditures	4,776,992	906,472	3,417,156	453,364
Fund Balance			1,359,836	***

Curriculum (290)				
Revenues:				
Transfers	1,000,000		1,000,000	0
Beg. Fund Balance*	900,000		900,000	0
Total Revenues	1,900,000		1,900,000	0
Expenditures:				
Instruction				0
Support Services				
End Fund Balance	1,900,000			
Total Expenditures	1,900,000		0	1,900,000
Fund Balance			1,900,000	
Less Encumbered			1,900,000	
Available for Expenditure			0	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo 7-12				
Revenues:				
Local	500		3,480	(2,980)
State	70,000		64,349	5,651
Beg. Fund Balance *	193,000		191,110	1,890
Total Revenues	263,500		258,939	4,561
Expenditures:				
Instruction	125,394	9,276	99,291	16,826
Support Services	48,106		15,670	32,436
Enterprise				
Facilities Acq & Const				
End Fund Balance	90,000	90,000		0
Total Expenditures	263,500	99,276	114,962	49,262
Fund Balance			143,978	
Less Encumbered			99,276	
Available for Expenditure			44,701	

High School Success (292)				
Revenues:				
State	1,685,460		907,244	778,216
Beg. Fund Balance *				
Total Revenues	1,685,460		907,244	778,216
Expenditures:				
Instruction	858,547	132,081	735,638	(9,172)
Support Services	826,913	137,248	529,098	160,567
End Fund Balance				
Total Expenditures	1,685,460	269,330	1,264,736	151,395
Fund Balance			(357,492)	***

Building Maintenance (293)				
Revenues:				
Local	5,000		601,068	(596,068)
State				
Federal				
Fund Tfrs/Asset Sales	2,410,000		2,098,755	311,245
Beg. Fund Balance *	350,000		498,447	(148,447)
Total Revenues	2,765,000		3,198,269	(433,269)

Expenditures:				
Support Services	1,499,000	326,885	678,742	493,373
Enterprise				
Facilities Acq & Const	676,000	324,857	1,276,919	(925,776)
End Fund Bal/Tfrs	590,000	590,000		0
Total Expenditures	2,765,000	1,241,743	1,955,661	(432,403)
Fund Balance			1,242,609	
Less Encumbered			1,241,743	
Available for Expenditure			866	

* 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

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	156,550		121,756	34,794
State	35,000		280,601	(245,601)
Federal	3,099,460		1,415,001	1,684,459
Beg. Fund Balance *	800,000		1,529,694	(729,694)
Total Revenues	4,091,010		3,347,051	743,959
Expenditures:				
Instruction	113,004	7,100	63,451	42,453
Support Services	32,715	2,685	32,975	(2,945)
Enterprise	3,645,291	1,220,410	2,451,615	(26,734)
Facilities Acq & Const	50,000		61,625	(11,625)
End Fund Balance	250,000	250,000		0
Total Expenditures	4,091,010	1,480,195	2,609,666	1,149
Fund Balance			737,384	***

Student Activities (295)				
Revenues:				
Local	1,300,000		988,308	311,692
Beg. Fund Balance *	880,500		1,115,428	(234,928)
Total Revenues	2,180,500		2,103,736	76,764
Expenditures:				
Instruction	1,232,000	73,871	841,122	317,007
Support Services	85,000	4,781	27,493	52,726
Enterprise	20,000	88	25,917	(6,005)
End Fund Balance	843,500	843,500		0
Total Expenditures	2,180,500	922,240	894,532	363,728
Fund Balance			1,209,204	
Less Encumbered			922,240	
Available for Expenditure			286,964	

Outdoor School for All (296)				
Revenues:				
State	112,649			112,649
Total Revenues	112,649		0	112,649
Expenditures:				
Instruction	110,149	38,118	70,708	1,323
Support Services	2,500	827		
Total Expenditures	112,649	38,945	70,708	2,996
Fund Balance			(70,708)	***

* 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

2022-23 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of May 31, 2023 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	653,020		138,181	514,839
Local - Tech Fees	46,800		38,805	7,995
Transfers	1,500,000		1,500,000	0
Beg. Fund Balance*	645,000		706,888	(61,888)
Total Revenues	2,844,820		2,383,874	460,946
Expenditures:				
Instruction	37,500			37,500
Support Services	1,140,417	82,008	608,609	449,800
Contingency	300,000	300,000		0
End Fund Balance	1,366,903	1,366,903		0
Total Expenditures	2,844,820	1,748,911	608,609	487,300
Fund Balance			1,775,265	
Less Encumbered			1,748,911	
Available for Expenditure			26,354	

Vehicle Replacement (299)				
Revenues:				
Local	20,500		23,570	(3,070)
Sale of Assets				0
Beg. Fund Balance *	173,500		160,373	13,127
Total Revenues	194,000		183,943	10,057
Expenditures:				
Support Services	194,000	1,572	141,832	50,596
End Fund Balance				
Total Expenditures	194,000	1,572	141,832	50,596
Fund Balance			42,111	
Less Encumbered			1,572	
Available for Expenditure			40,539	

PERS Bonds Debt Service (320)				
Revenues:				
Local	6,746,068		5,322,594	1,423,474
Beg. Fund Balance *	9,610,492		9,736,472	(125,980)
Total Revenues	16,356,560		15,059,066	1,297,494
Expenditures:				
Debt Service	5,834,753			5,834,753
End Fund Balance	10,521,807			10,521,807
Total Expenditures	16,356,560		0	16,356,560
Fund Balance			15,059,066	

GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	5,559,380		5,702,679	(143,299)
Intermediate Sources			650	(650)
State				0
Beg. Fund Balance *	1,477,485		1,672,709	(195,224)
Total Revenues	7,036,865		7,376,037	(339,172)
Expenditures:				
Debt Service	6,210,000		255,720	5,954,280
End Fund Balance	826,865	826,865		0
Total Expenditures	7,036,865	826,865	255,720	5,954,280
Fund Balance			7,120,318	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	500,000		979,574	(479,574)
Beg. Fund Balance *	1,400,000		1,563,699	(163,699)
Total Revenues	1,900,000		2,543,273	(643,273)
Expenditures:				
Support Services				
Facilities Acq & Const	1,345,000	859,015	779,764	(293,779)
End Fund Balance	555,000	555,000		0
Total Expenditures	1,900,000	1,414,015	779,764	(293,779)
Fund Balance			1,763,510	
Less Encumbered			1,414,015	
Available for Expenditure			349,495	

Future Property Purchases Reserve (420)				
Revenues:				
Local	2,500		18,738	(16,238)
Fund Tfirs/Asset Sales	1,050,005		1,050,000	5
Beg. Fund Balance *				0
Total Revenues	1,052,505		1,068,738	(16,233)
Expenditures:				
Facilities Acq & Const	1,052,505		10,000	1,042,505
Total Expenditures	1,052,505		10,000	1,042,505
Fund Balance			1,058,738	

Dental/Vision Self Insurance (610)				
Revenues:				
Local	839,000		742,713	96,287
Beg. Fund Balance *	919,750		1,055,082	(135,332)
Total Revenues	1,758,750		1,797,795	(39,045)
Expenditures:				
Support Services	953,555		749,620	203,935
End Fund Balance	805,195	805,195		0
Total Expenditures	1,758,750	805,195	749,620	203,935
Fund Balance			1,048,175	
Less Encumbered			805,195	
Available for Expenditure			242,980	

District Medical Group HRA (620)				
Revenues:				
Local	756,500		640,045	116,455
Beg. Fund Balance	1,465,000		1,583,204	(118,204)
Total Revenues	2,221,500		2,223,249	(1,749)
Expenditures:				
Support Services	440,300		289,520	150,780
End Fund Balance	1,781,200	1,781,200		0
Total Expenditures	2,221,500	1,781,200	289,520	150,780
Fund Balance			1,933,729	
Less Encumbered			1,781,200	
Available for Expenditure			152,529	

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over \$10,000 - All Funds
2022-2023 Fiscal Year
May 2023

Date	Payee	Description	Amount
5/5/2023	COPELAND LUMBER YARDS, INC	SUPPLIES VARIOUS LOCATIONS	12,099.42
5/5/2023	DSL BUILDERS, LLC	YVE GYM	253,238.65
5/5/2023	ESS WEST, LLC	MONTHLY CONTRACT SERVICES	45,490.50
5/5/2023	PAULY, ROGERS AND CO., P.C.	JUNE 30, 2023 AUDIT - SPRING INTERIM WORK	12,400.00
5/5/2023	ROAD & DRIVEWAY CO	YVE GYM, CVH REPAIRS, NHS GRANDSTANDS	44,119.65
5/5/2023	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACT SERVICES	239,404.53
5/5/2023	UW COLLEGE OF EDUCATION	PROF DEVELOPMENT - PLC'S	17,100.00
5/9/2023	CASCADE TRUCK BODY	2022 TRACTOR	13,309.98
5/12/2023	COPELAND LUMBER YARDS, INC	SUPPLIES VARIOUS LOCATIONS	12,694.68
5/12/2023	DSL BUILDERS, LLC	ELECTRICAL - YVE GYM	57,362.40
5/12/2023	EDDYVILLE CHARTER SCHOOL	SIA GRANT REIMBURSEMENTS	21,645.29
5/12/2023	EDNETICS	TECHNOLOGY BACKUP SERVICES	42,500.08
5/12/2023	IRS ENVIRONMENTAL OF PORTLAND, INC.	YVE ASBESTOS ABATEMENT - CAFETERIA/HALL	38,500.00
5/12/2023	J&J COASTAL ELECTRIC, INC	ELECTRICAL - NHS GRANDSTANDS, TLC, YVE	12,514.58
5/12/2023	LATHAM CENTERS, INC.	SPECIAL PLACEMENT TUITION - OUT OF STATE	24,105.30
5/12/2023	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES	164,284.26
5/12/2023	ZCS ENGINEERING INC	YAQUINA VIEW SEISMIC RETROFIT	14,580.50
5/15/2023	POWER FORD-LINCOLN-MERCURY	2023 2500 CARGO VAN - F/M	59,881.20
5/19/2023	LEARNING A-Z	CURRICULUM & PROFESSIONAL DEVELOPMENT	14,898.20
5/19/2023	OREGON COAST COMMUNITY COLLEGE	GROW YOUR OWN GRANT - TUITION	19,252.70
5/19/2023	SILETZ VALLEY CHARTER SCHOOL	2023-24 SSF PAYMENTS	81,823.79
5/19/2023	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES	14,118.47
5/19/2023	ULINE	SUPPLIES - NHS GRANDSTANDS & CLASSROOMS	11,627.36
5/26/2023	BSN SPORTS	UNIFORMS VARIOUS LOCATIONS	25,110.00
5/26/2023	COMMUNITY SERVICES CONSORTIUM	2023-24 SSF PAYMENTS	70,062.00
5/26/2023	DELL MARKETING, LP	STAFF COMPUTERS & STUDENT REFRESH	35,203.52
5/26/2023	DSL BUILDERS, LLC	YAQUINA VIEW GYM	139,441.52
5/26/2023	EDDYVILLE CHARTER SCHOOL	2023-24 SSF PAYMENTS	183,810.68
5/26/2023	EDUCATION NORTHWEST	MULTILINGUAL LEARNER PROGS SERVICES	40,502.00
5/26/2023	ESS WEST, LLC	MONTHLY CONTRACT SERVICES	61,085.02
5/26/2023	IDEA PRINT WORKS, INC	CLOTHING VARIOUS LOCATIONS	13,674.75
5/26/2023	OFFICE DEPOT	SUPPLIES VARIOUS LOCATIONS	\$ 10,605.11
5/26/2023	OREGON COAST COMMUNITY COLLEGE	DUAL CREDIT, EARLY COLLEGE TUITION, WELDING PROGRAM	254,322.45
5/26/2023	SILETZ VALLEY CHARTER SCHOOL	2023-24 SSF PAYMENTS	\$ 351,572.53
5/31/2023	AMAZON CAPITAL SERVICES	SUPPLIES VARIOUS LOCATIONS	90,468.48

**LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
May 2023**

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	\$ 45,711,418
Additions	2,163,005
Reductions	8,945,717
Ending Balance	\$ 38,928,706

Oregon Coast Bank - Money Market Account

Beginning Balance	\$ 12,867,249
Additions	3,039,379
Reductions	6,150,000
Ending Balance	\$ 9,756,628

Oregon Coast Bank - 12 Month Time CD (HELP Program)

.50% APY

Beginning Balance	\$ 46,343
Additions	-
Reductions	-
Ending Balance	\$ 46,343

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)

1.66% APY

Beginning Balance	\$ 377,516
Additions	-
Reductions	-
Ending Balance	\$ 377,516

Monthly Totals

Beginning Balance	\$ 59,002,526
Additions	5,202,384
Reductions	15,095,717
Ending Balance	\$ 49,109,192

Interest Rates

	<u>Mar</u>	<u>Apr</u>	<u>May</u>
LGIP	3.75%	3.75%	3.88%
Oregon Coast Bank	3.87%	3.87%	3.98%

7.d. First Student Report (Written)

Talking Points-Please contact me at Darleen.vanriper@firstgroup.com with any comments or questions

1. **45th Annual Don Allison State Safety Exercise**

On June 3, 2023 the 45th Don Allison State Safety Exercises, aka Road-EO, commenced after a four-year break due to the pandemic. First Student Lincoln County was able to enter five contestants: Donald Ayarza (General Transit), Dave Boyce (General Conventional), Brandy Hewson (General Conventional), Shane Burke (General Transit), and Paul Johnson (Novice Conventional). The exercise course included events such as Left Turn, Diminishing Clearance, Curb/Stop Line, Student Loading and a written knowledge test. Donald placed 4th in his category and Paul Johnson placed second in his category.

It was a beautiful day on the grounds of the Eugene First Baptist Church with lots of comraderie, Korean Short Ribs, HuliHuli Chicken, pot-luck salads, and a friendly competition spirit.



2. **Safe Seating Practice**

In the past, we brought a bus to the school if there was a need to practice safe-sitting. We are still available to do so; however, we all know that it sometimes takes a little more practice to master a skill. For those situations, Donald Ayarza, First Student Shop Manager, mounted a spare seat to a wooden base and delivered it to Toledo Elementary School, so students there could have the opportunity to practice sitting safely in their seats with their seatbelts buckeled correctly.

If other schools are in need of this practice seat, they are more than welcome to reach out to Darleen Van Riper at 541-336-5101 to request the use of the seat for those students who need that little extra support in becoming succesful riders.



3. **First Student Summer Activities**

It has become a tradition to end the school year with our employees and their families at a pot-luck event on 06/16/2023 at Beverly Beach State Park. It is another "Triple Charlie" event that translates to Chester's Chicken at the Coast. Other events include a Lu'au, the Beachcomber Day Parade, and many Touch-a-Truck events throughout the county.

4. **Driver/Candidate Comparison Report (as of 05/03/2023)**

	5/9/2023		6/5/2023	
Lincoln County Bus Routes	73	Driver Shortage	73	Driver Shortage
Drivers on hand (as of 11/1/2022, LOA excluded)	55	18	55	18
Out of Town Drivers	3	15	3	15
Routes not currently serviced (combos)	14	1	14	1
Other Considerations:				
Cover Drivers positions not staffed	3	21	3	21
Route Monitor positions not staffed	0		0	
Drivers on LOA/FMLA/WC (Regular & Casual)	4		4	
Casual Drivers with limited availability	7		7	
LCSD & FS Staff (1 & 9) Available to Drive	10		10	

Please note that this information is subject to frequent changes.

May was a "quiet" month in regards to training. We still have seven candidates at varying stages in the program, and one of them will test on 06/08/2023. Once he is ODE qualified, he will take a route in the north. We continue to have several drivers out on LOA, and our OOT drivers will return to Seattle on June 15, 2023.

We are already looking at the next school year to see how we can best facilitate transportation with the number of drivers/candidates we are retaining and are hoping to gain.

5. **Summer Recruiting**

Our Summer Recruiting Events will include "Feet-to-Street" at local events, parades, farmers' markets, and banner buses. This year we will also have banners in Spanish, so we can reach our spanish-speaking community members. We will need to make any applicants aware that is is currently federal law that all CDL holders must be able to speak and read English at a sufficient level. Sufficient is defined as speaking and reading English well enough to converse with the general public, understand traffic signs and highway signals in English, respond to official inquiries, and make reports and records in English.

- 8. Board Reports
- 9. Superintendent's Report
 - 9.a. South Beach Property Update
 - 9.b. Final Goals & Measures Report



Lincoln County School District

2022-2023 Board/Supt Goals & Measures

Goal	February Data			June Data		
1. Academic Achievement and Student Success						
Increase Attendance - Each school will increase their Regular Attenders (RA) rate (students attending school more than 90% of the time) to meet or exceed the pre-pandemic regular attenders rate (as listed in first column of June 2021 RA Report) by June 2023.	School	Board Goals 22/23	YTD 02/01	School	Board Goals	YTD 06/05
	Olake	72.7%	33.8%	Olake	72.7%	38.5%
	Taft EI	81.3%	53.2%	Taft EI	81.3%	57.2%
	Taft Mid	74.3%	53.6%	Taft Mid	74.3%	59.2%
	Taft High	70.3%	47.7%	Taft High	70.3%	50%
	Tol EI	75.6%	50.6%	Tol EI	75.6%	52.2%
	Tol Mid	69.6%	54%	Tol Mid	69.6%	53.2%
	Tol High	67.3%	51.5%	Tol High	67.3%	49.7%
	YV EI	75.4.4%	41.3%	YV EI	75.4.4%	49.3%
	SC EI	82.6%	59.8%	SC EI	82.6%	64.6%
	NMS	80.2%	59.2%	NMS	80.2%	63.2%
	NHS	68.8%	64.1%	NHS	68.8%	63.1%
	CVH EI	82.2%	52.6%			
	WMS	73.1%	71.1%			
	WHS	64.6%	64.5%			
	LCSD Avg.	75.1%	54.07%			
	Eddyville	69.5%	59.2%			

	<table><tr><td>Career Tech</td><td>48.2%</td><td>40.6%</td></tr><tr><td>Siletz</td><td>64.1%</td><td>48%</td></tr><tr><td>LCSD Early Learning</td><td>78.9%</td><td>35.6%</td></tr><tr><td>Olalla</td><td>79%</td><td>66.7%</td></tr></table> Most schools are continuing to struggle to reach their pre-pandemic regular attenders' rate. Maximizing use of the Attendance Campaign materials and other Tier 1 (school-wide) actions is recommended, as there are far too many students to reach through the school's capacity for group or individual interventions.	Career Tech	48.2%	40.6%	Siletz	64.1%	48%	LCSD Early Learning	78.9%	35.6%	Olalla	79%	66.7%	<table><tr><td>CVH EI</td><td>82.2%</td><td>51.7%</td></tr><tr><td>WMS</td><td>73.1%</td><td>70.1%</td></tr><tr><td>WHS</td><td>64.6%</td><td>62.9%</td></tr><tr><td>LCSD Avg.</td><td>75.1%</td><td>54.2%</td></tr><tr><td>Eddyville</td><td>69.5%</td><td>59.6%</td></tr><tr><td>Career Tech</td><td>48.2%</td><td>39.4%</td></tr><tr><td>Siletz</td><td>64.1%</td><td>42.6%</td></tr><tr><td>LCSD Early Learning</td><td>78.9%</td><td>54.6%</td></tr><tr><td>Olalla</td><td>79%</td><td>80%</td></tr></table>	CVH EI	82.2%	51.7%	WMS	73.1%	70.1%	WHS	64.6%	62.9%	LCSD Avg.	75.1%	54.2%	Eddyville	69.5%	59.6%	Career Tech	48.2%	39.4%	Siletz	64.1%	42.6%	LCSD Early Learning	78.9%	54.6%	Olalla	79%	80%									
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● Increase Graduation Rates ○ Each of our high schools will increase their 4-year cohort graduation rate by 3% (Baseline is the 2019 graduation rate). ○ The goal will be reached when we get to 95% or greater for a four-year cohort graduation rate in all schools. ○ Increase 9th grade on track at each high school by 10% per year. ○ Increase Dual Credit attainment by 5% per year.	9TH GRADE ON-TRACK <table><tr><td>School</td><td>21-22</td><td>23 Sem 1</td><td>23 Sem 2</td></tr><tr><td>Taft</td><td>95%+</td><td>94%</td><td></td></tr><tr><td>Toledo</td><td>95%+</td><td>85%</td><td></td></tr><tr><td>Newport</td><td>95%+</td><td>95%</td><td></td></tr><tr><td>Waldport</td><td>95%+</td><td>85%</td><td></td></tr><tr><td>Compass</td><td>50%</td><td>36%</td><td></td></tr></table> All buildings meet monthly with the Center for High School Success. District teams meet three times a year to analyze data and interventions/programs for 9th Grade Success moving to 10th Grade Success. <u>DUAL CREDIT/EARLY COLLEGE</u> 2018-2019: 164 students	School	21-22	23 Sem 1	23 Sem 2	Taft	95%+	94%		Toledo	95%+	85%		Newport	95%+	95%		Waldport	95%+	85%		Compass	50%	36%		9TH GRADE ON-TRACK <table><tr><td>School</td><td>21-22</td><td>23 Sem 1</td><td>23 Sem 2</td></tr><tr><td>Taft</td><td>95%+</td><td>94%</td><td>77%</td></tr><tr><td>Toledo</td><td>95%+</td><td>85%</td><td>66%</td></tr><tr><td>Newport</td><td>95%+</td><td>95%</td><td>83%</td></tr><tr><td>Waldport</td><td>95%+</td><td>85%</td><td>88%</td></tr><tr><td>Compass</td><td>50%</td><td>36%</td><td>36%</td></tr></table> *These are roughly where our schools ended the 21-22 school year using our 6+ passing requirement. This is a higher standard than the state's calculation that resulted in 95%+ for our schools.	School	21-22	23 Sem 1	23 Sem 2	Taft	95%+	94%	77%	Toledo	95%+	85%	66%	Newport	95%+	95%	83%	Waldport	95%+	85%	88%	Compass	50%	36%	36%
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	2019-2020: 207 students 2020-2021: 161 students 2021-2022: 203 students 2022-2023: 209 students (To date)	<u>DUAL CREDIT/EARLY COLLEGE</u> 2019-2020-207 Students 2022-2023: 225+ Students (surpassed pre-pandemic)																																																																																																								
● Increase implementation of Positive Behavior Interventions and Supports (PBIS) and Social/Emotional multi-tiered systems of support ○ All K-8 schools will utilize the DESSA-full to plan and implement small-group interventions with approximately 5% of students, to be tracked through MTSS multi-student plans in Synergy. ○ All schools will implement the Check In/Check Out (CICO) Tier 2 intervention and/or Check and Connect intervention with approximately 5-10% of students. ○ All schools will self-assess & receive district feedback re: fidelity of implementation of Tier 1 and Tier 2 meetings	<table><thead><tr><th>School</th><th>Total students</th><th>Total # in Tier 2 groups</th><th>% of St.Body</th></tr></thead><tbody><tr><td>Oceanlake Elementary</td><td>294</td><td>23</td><td>7.8%</td></tr><tr><td>Taft Elementary</td><td>464</td><td>79</td><td>17%</td></tr><tr><td>Taft 7-12</td><td>713</td><td>113</td><td>15.8%</td></tr><tr><td>Toledo Elementary</td><td>382</td><td>78</td><td>20%</td></tr><tr><td>Toledo Jr/Sr High</td><td>293</td><td>47</td><td>16%</td></tr><tr><td>Yaquina View Elementary</td><td>343</td><td>41</td><td>11.9%</td></tr><tr><td>Sam Case Elementary</td><td>392</td><td>46</td><td>11.7%</td></tr><tr><td>Newport Middle School</td><td>487</td><td>76</td><td>15.6%</td></tr><tr><td>Newport High School</td><td>634</td><td>35</td><td>10%</td></tr><tr><td>Crestview Heights Elem.</td><td>284</td><td>84</td><td>29.5%</td></tr><tr><td>Waldport MS/HS</td><td>284</td><td>18</td><td>6%</td></tr><tr><td>Compass K-12 School</td><td>184</td><td>0</td><td>0%</td></tr></tbody></table> Mid-way through the school year, our schools are well on their way to serving the targeted number of students for Tier 2 behavior/SEL interventions, through either Check-in/Check-Out or Check & Connect, or by forming small skills groups with counselors.	School	Total students	Total # in Tier 2 groups	% of St.Body	Oceanlake Elementary	294	23	7.8%	Taft Elementary	464	79	17%	Taft 7-12	713	113	15.8%	Toledo Elementary	382	78	20%	Toledo Jr/Sr High	293	47	16%	Yaquina View Elementary	343	41	11.9%	Sam Case Elementary	392	46	11.7%	Newport Middle School	487	76	15.6%	Newport High School	634	35	10%	Crestview Heights Elem.	284	84	29.5%	Waldport MS/HS	284	18	6%	Compass K-12 School	184	0	0%	<table><thead><tr><th>School</th><th>Total students</th><th>Total # in Tier 2 groups</th><th>% of St.Body</th></tr></thead><tbody><tr><td>Oceanlake Elementary</td><td>295</td><td>23</td><td>7.8%</td></tr><tr><td>Taft Elementary</td><td>454</td><td>8</td><td>1.8%</td></tr><tr><td>Taft 7-12</td><td>678</td><td>119</td><td>17.5%</td></tr><tr><td>Toledo Elementary</td><td>373</td><td>124</td><td>33%</td></tr><tr><td>Toledo Jr/Sr High</td><td>260</td><td>80</td><td>30.8%</td></tr><tr><td>Yaquina View Elementary</td><td>329</td><td>54</td><td>16%</td></tr><tr><td>Sam Case Elementary</td><td>373</td><td>59</td><td>16%</td></tr><tr><td>Newport Middle School</td><td>482</td><td>19</td><td>4%</td></tr><tr><td>Newport High School</td><td>613</td><td>41</td><td>7%</td></tr><tr><td>Crestview Heights Elem.</td><td>280</td><td>51</td><td>18%</td></tr><tr><td>Waldport MS/HS</td><td>265</td><td>26</td><td>10%</td></tr><tr><td>Compass K-12 School</td><td>197</td><td>0</td><td>0%</td></tr></tbody></table>	School	Total students	Total # in Tier 2 groups	% of St.Body	Oceanlake Elementary	295	23	7.8%	Taft Elementary	454	8	1.8%	Taft 7-12	678	119	17.5%	Toledo Elementary	373	124	33%	Toledo Jr/Sr High	260	80	30.8%	Yaquina View Elementary	329	54	16%	Sam Case Elementary	373	59	16%	Newport Middle School	482	19	4%	Newport High School	613	41	7%	Crestview Heights Elem.	280	51	18%	Waldport MS/HS	265	26	10%	Compass K-12 School	197	0	0%
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	After our first round of feedback to schools re: the implementation of Tier 1 meeting protocols, we provided updated training to admins in creating a precise problem statement to guide their meetings. We are now focusing on observations and feedback of Tier 2 meeting protocols.	
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● Align K-12 Mathematics ○ By June of 2023, 100% of K-6 classrooms will have the newly adopted math curriculum fully implemented in their classrooms. All teachers will have access to teacher created resources such as pacing & assessment guides, unit plans, and professional development to support implementation. Teachers will also be provided PD opportunities from both the curriculum publisher as well as the K-6 District Math TOSA. ○ By June of 2023, all 7th Grade - Integrated 3 math classrooms will have fully implemented curriculum maps with a minimum of three common formative assessments that included information pertaining to mathematical computation and mathematical literacy.	Elementary: 100% of K-6 classrooms have the new math adoptions implemented in their classrooms. All teachers have access to the pacing/assessment guides. Our K-6 District Math TOSA has provided availability for support in individual classrooms in addition to both district level PD and school level PD for teachers. Teachers have also received the following professional development so far this school year with our curriculum publisher instructional coaches, building upon the previous two years of specific PD around math. August 2022: ● New teachers received PD from the publisher on how to use the curriculum October 2022: ● All K-6 teachers met in grade level bands to continue PD with publisher instructional coaches around engaging students using vocabulary and manipulatives in their classrooms. Secondary: All secondary classrooms have adopted curriculum and district curriculum maps 7th grade-Integrated 3. Financial Algebra and College Algebra (Math 111) also have a common map. We have hired an district math coach to support all math teachers and she has a coach she meets with once a month to support her work. Her coach came to LCSD for one week in 21-22 to watch our implementation, review our maps, and get to know our staff to support our work. 7-12th grade math teachers meet once a week to discuss map and material implementation. ● 22-23: All LCSD students will take iReady to assess their math skills a minimum of two times with CFAs at the building level administered between district wide assessments. ● All math teachers received iReady math diagnostic training on Feb. 13th to better utilize the assessment and understand its	Elementary: Our teachers continue to refine their practice in math instruction with the support of our district K-6 math TOSA and continued PD from the publisher. Our TOSA has worked with a team of teachers to update the pacing guides for next year and has also created a Math Guiding Coalition to continue to guide the continued implementation and refinement of our mathematical instructional practices. Secondary: All secondary classrooms have adopted curriculum and district curriculum maps 7th grade-Integrated 3. Financial Algebra and College Algebra (Math 111) also have a common map. Int 1 and 2 have CFA's complete for their power standards, each with 3 versions of the test with power standards labeled. 7th and 8th have a start on the CFA process and will finish at the beginning of the school year. Int 3 is reviewing the new Oregon Math Standards for CFA development in the fall to align with IB Math and Math 111. Financial Algebra will be meeting over the summer as part of their continuation of math pathways work with ODE and Oregon STEM HUB. 7-12 grade students took iReady three times this year and teams evaluated strand data for instructional planning and placement for the 23-24 school year.
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● **Continue to Align K-12 Advancement Via Individual Determination (AVID) Implementation and Strategies**

- Our classrooms will have evidence of AVID Academic Language and Literacy strategies being implemented on average between a level 2 and 3 on a 4 point scale.
- Walk through data will be used as a measure for this goal. Elementary and Secondary walkthroughs will also use literacy (reading, writing, listening/speaking) as measures.
- Data will includes 5-7 walkthroughs (by an admin) per teacher with analysis of the walkthrough generated data by elementary and secondary.

results for small group instruction.

Walk Through Data Secondary Winter 2022-2023

Rubric Report - 2022 Literacy Secondary 4 Areas					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
Academic Vocabulary	1 0 of 226 (0%)	2 28 of 226 (12.4%)	3 123 of 226 (54.4%)	4 33 of 226 (14.6%)	N/A 40 of 226 (17.9%)
Reading	1 0 of 226 (0%)	2 17 of 226 (7.5%)	3 68 of 226 (30.1%)	4 22 of 226 (9.7%)	N/A 113 of 226 (50.1%)
Writing	1 0 of 226 (0%)	2 14 of 226 (6.2%)	3 75 of 226 (33.2%)	4 29 of 226 (12.8%)	N/A 101 of 226 (44.7%)
Speaking/Listening	1 0 of 226 (0%)	2 20 of 226 (8.8%)	3 87 of 226 (38.5%)	4 38 of 226 (16.8%)	N/A 71 of 226 (31.4%)
Totals	0 of 904 (0%)	79 of 904 (8.7%)	353 of 904 (39%)	112 of 904 (12.4%)	328 of 904 (36.3%)

Rubric Report - 2022 PBIS #4 and #6					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
PBIS #4-Encouraging Appropriate Behavior	1 1 of 226 (0.4%)	2 47 of 226 (20.8%)	3 138 of 226 (61.1%)	4 39 of 226 (17.3%)	
PBIS #6- Engagement and Opportunities to Respond	1 1 of 226 (0.4%)	2 39 of 226 (17.3%)	3 147 of 226 (65%)	4 33 of 226 (14.6%)	
Totals	2 of 452 (0.4%)	86 of 452 (19%)	285 of 452 (63.1%)	72 of 452 (15.9%)	

Walk Through Data Elementary Winter 2022-2023

Rubric Report - 2022 Literacy Elementary 4 Areas					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
Academic Vocabulary	1 6 of 259 (2.3%)	2 72 of 259 (27.8%)	3 132 of 259 (51.1%)	4 9 of 259 (3.5%)	N/A 40 of 259 (15.4%)
Reading	1 1 of 259 (0.4%)	2 29 of 259 (11.2%)	3 118 of 259 (45.6%)	4 6 of 259 (2.3%)	N/A 105 of 259 (40.5%)
Writing	1 0 of 259 (0%)	2 18 of 259 (6.9%)	3 59 of 259 (22.8%)	4 1 of 259 (0.4%)	N/A 181 of 259 (69.9%)
Speaking/Listening	1 2 of 259 (0.8%)	2 64 of 259 (24.7%)	3 135 of 259 (52.1%)	4 2 of 259 (0.8%)	N/A 56 of 259 (21.6%)
Totals	9 of 1036 (0.9%)	183 of 1036 (17.7%)	444 of 1036 (42.9%)	18 of 1036 (1.7%)	382 of 1036 (36.9%)

Rubric Report - 2022 PBIS #4 and #6					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
PBIS #4-Encouraging Appropriate Behavior	1 6 of 259 (2.3%)	2 74 of 259 (28.6%)	3 176 of 259 (68.0%)	4 9 of 259 (3.5%)	
PBIS #6- Engagement and Opportunities to Respond	1 1 of 259 (0.4%)	2 72 of 259 (27.8%)	3 173 of 259 (66.8%)	4 13 of 259 (5%)	
Totals	7 of 518 (1.4%)	146 of 518 (28.2%)	343 of 518 (66.2%)	22 of 518 (4.2%)	

244 educators have at least 1 walkthrough, 221 with at least 2 walkthroughs. 244 educators is pretty accurate for classroom teachers and counselors who have walkthroughs. 300 licensed staff includes SLPs, School Psychs, TOSAs, etc who don't have the traditional walkthroughs, so we are at that point where (nearly) all teaching staff has had at least one.

Walk Through Data Secondary Spring 2022-2023

Rubric Report - 2022 Literacy Secondary 4 Areas					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
Academic Vocabulary	1 0 of 407 (0%)	2 41 of 407 (10.1%)	3 287 of 407 (70.9%)	4 46 of 407 (11.3%)	N/A 98 of 407 (24.1%)
Reading	1 0 of 407 (0%)	2 21 of 407 (5.2%)	3 105 of 407 (25.8%)	4 44 of 407 (10.8%)	N/A 220 of 407 (54.1%)
Writing	1 0 of 407 (0%)	2 16 of 407 (3.9%)	3 127 of 407 (31.2%)	4 55 of 407 (13.5%)	N/A 193 of 407 (47.4%)
Speaking/Listening	1 0 of 407 (0%)	2 34 of 407 (8.4%)	3 160 of 407 (39.3%)	4 68 of 407 (16.7%)	N/A 126 of 407 (31%)
Totals	0 of 1628 (0%)	112 of 1628 (6.9%)	599 of 1628 (36.8%)	213 of 1628 (13.1%)	637 of 1628 (39.1%)

Rubric Report - 2022 PBIS #4 and #6					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
PBIS #4-Encouraging Appropriate Behavior	1 4 of 407 (1%)	2 54 of 407 (13.3%)	3 250 of 407 (61.4%)	4 92 of 407 (22.6%)	
PBIS #6- Engagement and Opportunities to Respond	1 4 of 407 (1%)	2 63 of 407 (15.5%)	3 248 of 407 (61.2%)	4 77 of 407 (18.9%)	
Totals	8 of 814 (1%)	117 of 814 (14.4%)	498 of 814 (61.3%)	169 of 814 (20.8%)	

Walk Through Data Elementary Spring 2022-2023

Rubric Report - 2022 Literacy Elementary 4 Areas					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
Academic Vocabulary	1 11 of 399 (2.8%)	2 104 of 399 (26.1%)	3 212 of 399 (53.1%)	4 15 of 399 (3.8%)	N/A 56 of 399 (14%)
Reading	1 3 of 399 (0.8%)	2 42 of 399 (10.5%)	3 174 of 399 (43.6%)	4 10 of 399 (2.5%)	N/A 146 of 399 (41.6%)
Writing	1 0 of 399 (0%)	2 22 of 399 (5.5%)	3 96 of 399 (24.1%)	4 3 of 399 (0.8%)	N/A 273 of 399 (68.4%)
Speaking/Listening	1 4 of 399 (1%)	2 88 of 399 (22.1%)	3 201 of 399 (50.4%)	4 9 of 399 (2.3%)	N/A 92 of 399 (23.1%)
Totals	18 of 1596 (1.1%)	256 of 1596 (16%)	683 of 1596 (42.8%)	37 of 1596 (2.3%)	587 of 1596 (36.8%)

Rubric Report - 2022 PBIS #4 and #6					
Criteria	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
PBIS #4-Encouraging Appropriate Behavior	1 12 of 399 (3%)	2 112 of 399 (28.1%)	3 268 of 399 (67.2%)	4 13 of 399 (3.3%)	
PBIS #6- Engagement and Opportunities to Respond	1 5 of 399 (1.3%)	2 100 of 399 (25.1%)	3 271 of 399 (67.9%)	4 22 of 399 (5.5%)	
Totals	17 of 798 (2.1%)	212 of 798 (26.6%)	531 of 798 (66.5%)	35 of 798 (4.4%)	

257 educators have at least 1 walkthrough, 136 with at least 3 walkthroughs. 257 educators is relatively accurate for classroom teachers and counselors who have walkthroughs. 300 licensed staff includes SLPs, School Psychs, TOSAs, etc who don't have the traditional walkthroughs. While we did not meet our goal for the total, we did collect data on individual instances and use of curriculum. We will refine and continue to improve our data

		collection for 2023-2024.
2. <u>Increase Student Engagement</u> • Increase enrollment stability across the district as measured by enrollment data collections monthly. • Increase student academic engagement as measured by school by school and class by class observations and walkthroughs of instructional work in classrooms-measure student engagement of multiple types (AVID, etc.). • Increase community engagement around student success as measured by community surveys two times this school year, attendance at community listening sessions/meetings during the year, participation on Site Council and other school or district based committees. • Maximize the instructional value of the investment in “technology” via the full implementation of the Triple E Framework as measured by evidence of the use of online	• We are stable but are down 400 students. We lost student enrollment during the Pandemic and Wildfires and they never came back. 48% of the lost 30,000 Oregon students lived in LBL. • Engagement is measured through the walk through tool in terms of PBIS and literacy. Teachers “Proficient” in those areas means they are engaging students in meaningful work. The buildings have additional student engagement measures. • The Board engaged the entire community in public forums by area the week of Jan 30. The public was also asked to review our Integrated Guidance Application in Feb and March and to give feedback and concerns directly to the superintendent before the Board votes on March 14 on the Integrated Guidance Application that will then go to ODE for approval. • This school year the EdTech Cadre (one teacher from each school, including Compass K12 Online School) are participating in a book study of “Learning First, Technology Second: The Educator’s Guide to Designing Authentic Lessons” which is a guide to implementing the Triple E Framework. The cadre and administrators continue to use the Triple E Framework rubric to evaluate the use of tech	• Nothing has changed in this area. We continue to be down by 400 students and thus reduced our overall FTE by 8.0 through attrition. • 257 educators had at least one walkthrough and 136 have had at least 3. That is almost 50% of our educators with a fairly substantial group that do have traditional classroom walkthroughs as part of their practice such as specialists. Students continue to need great improvement in this area and this is achieved through teacher practice and skill using frameworks REGULARLY such as AVID. • In the month of January 2023, the Board engaged every area of the LCSD in discussion with the newly selected Superintendent Elect Majalisse Tolan. This engagement was substantial and the board gained valuable insights into community thoughts and ideas. • Ditto to the comments on this section from the February Report. New Tech Director Bryan Freschi has been instrumental in pursuing how to engage all learners including staff in using technology as an effective tool for teaching and learning. Our goal is to reach the final E in the Triple E Framework: Engagement, Enhancement and Extension.

systems in K-12 classrooms that score at or above 13 out of 18 points on the Triple E Evaluation Rubric.	in classrooms.	The EdTech Cadre has completed their book study of "Learning First, Technology Second: The Educator's Guide to Designing Authentic Lessons" which is a guide to implementing the Triple E Framework. In our final meeting this school year we created a plan to bring the Triple E Framework to a wider audience via peer observations/debriefing (teacher to teacher). In addition to school wide staff training that is planned, this will create more momentum within each school toward using technology more efficiently.
3. Create an Equity Lens and accompanying AR and implement district wide while Providing Culturally Specific Outreach to our Growing Diverse Community		
1. Monthly meetings of a Hispanic Family Advisory Group-the goal	1.The Advisory has not met this year. Up to Feb 1, 2023, we did not have a Hispanic Family Liaison this school year. This needs to be discussed and decided	- Lincoln City Hispanic Family Meeting April 13, 2023 5:30-7:30 -Support with Spanish speaking family listening sessions in collaboration with SB3499 work - Equity Lens work and share out session from Principal Kristin Becker at May Board Meeting

being one in Lincoln City and one based in Newport. 2. 4 diverse community open forum meetings - 2 in Newport and 2 in Lincoln City either in person or by zoom. 3. 3 Hispanic family workshops on topics such as anti-bullying, school district navigation, parenting for academic success. Topics to be generated by parent advisory groups. 4. Develop the “equity practices in the classroom” work of the District Equity Coordinators Marty Perez, Sandy Mummey and Tiana DeVries. 5. Continue to partner with the Western Regional Equity Network in projects about affinity groups and recruiting, retaining and promoting staff of diverse backgrounds. 6. Continue to develop LCSD equity, inclusion and diversity district policies via the district’s monthly meeting of our LCSD Equity Team.	whether or not a Hispanic Community Advisory is feasible in 2023. 2. LCSD hosted one meeting in Newport this year to date. This has yet to happen for Lincoln City and we would hope that we would host at least one more open community forum in each area (Newport and Lincoln City) by the end of the school year. 3. Hispanic Family Meeting Feb 7th 5:30-7:00 p.m. Kevin Cruz - Hispanic Family Liaison Hired 2/7/23 4. Work with administrators on use of the Equity Lens at All Administrator meetings. 5. Dr Gray is a founding member of the WREN's Coordinating Body and is also a WREN Cabinet member. The excellent PD work they are doing is appreciated throughout our region and LCSD continues to partner as much as possible. 6. The LCSD Equity meets monthly reviewing the new Equity Toolkit, worksheet and scenarios. The next piece of work of the Team is using the Equity Lens to review board policies closest to students.	● The Lincoln City Hispanic Family event in May was unsuccessful. No one attended. We have lost significant ground in Hispanic Family engagement in the district in a meaningful way. The change from one Hispanic Family Liaison to another has hurt the onward progression of our work. ● The workshop in May in Newport with families with trainers Sara and Maricelo Casky was excellent. About 7 families participated and were fully engaged in lessons on parenting, technology and navigating sex education. The work with the Casky’s should continue and be further extended into Lincoln City. ● The work of the LCSD Equity is outstanding and continuing to grow, expand and mature. We used the new Equity Lens Tool Policy AAA and AR to analyze our Expulsion policy JGE. Goals are to continue using the Tool whenever and wherever possible when making decisions about student learning, spending, discipline, etc. Marty Perez has been invaluable in this work.
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4. Fully implement the Board's Five Year Strategic Plan GOAL ONE: Demonstrate High Expectations For Student Achievement By Supporting an Equitable Education Framework. GOAL TWO: LCSD is a Convener and Influencer of City, County and State Education and Economic Policies. GOAL THREE: LCSD will provide for the Health and Welfare of our Facilities. GOAL FOUR: LCSD will Identify the Need and Development of a LCSD Political Action Committee for a possible 2026 Bond election. GOAL FIVE: Enhanced Communications and Community Engagement	Goal One: The above listed academic, behavioral and social emotional information describes our progress towards demonstration of high expectations for all students. The October 31, 2022 report from ODE to LCSD stating that all but 2 of our schools are now out of correction status demonstrates a commitment towards high expectation for student achievement throughout LCSD K-12. Goal Two: This year April 20, 2023 at the Best Western Agate Beach, the Board will reconvene the Gathering for Leadership event with all movers and shakers in Lincoln County. One topic may be "Resetting Civic Norms". Goal Three: The LCSD to date this school year has completed many facility projects, keeping our high standards of warmth, welcome and maximum safety. Goal Four: This coming Fall 2023 the board will develop with their new superintendent a Political Action Committee looking towards a new bond in 2026. Goal Five: This winter the board led 4 different area community forums to meet and greet their superintendent candidate to the public. Also, our Hispanic Family meetings and workshops.	● Goal One: Our most recent scores on the summative assessment OSAS demonstrates our need to continue with Vigor and Fidelity the work we have begun in instruction, assessment, supervision and evaluation. Continued work with job-embedded, just in time and strategized professional development that matches and supports our academic goals must continue. Accountability to that work with high support is the way to improve our academic achievement in LCSD. The table is set. ● Goal Two: The work of the LCSD Board of Education in this area is well demonstrated with the annual Gathering of Leadership event that continues to improve each year. Work at the state level through OSBA and NSBA should continue. ● Goal Three: Tremendous work has been supported by the Board over the last 5 years. More than \$10 million dollars in grounds, building and classroom maintenance and improvement have happened without a bond. The district is in excellent condition top to bottom. ● The creation of a Political Action Committee in prep of a 2026 General Obligation Bond is a must. This work will begin with the new Superintendent in Fall 2023. The Board and Supt should

		attend OSBA's Ballots and Bonds workshops. • This is an area of constant development. Part of the Board's work is building a plan for increased public engagement including diverse families.
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9.c.School/Program Updates - Compass Online School & Future Bound

10. Adoption of the Consent Calendar

10.a. Minutes of the Board

10.b. Human Resources

10.b.1. Board Personnel Action

Board Agenda — June 13, 2023 — Personnel Action

Classified Hire(s):

Daniel Trevino	Painter-Drywall/Facilities and Maintenance
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Resignation(s):

Josh Beaudry	Science Teacher Newport Middle School	11/4/2013 – 6/30/2023 Resignation
Kelly Beaudry	Special Programs Administrator District Office	7/1/2012 – 6/30/2023 Resignation
Sam Belleque	Music Teacher Crestview Heights	8/27/2021 – 6/30/2023 Resignation
Mary Davey	Special Education Teaching Asst Ollala Center	2/20/ 1996 – 6/30/2023 Retirement
Trinity Ewen	Special Education TA Waldport High	1/3/2022 – 6/30/2023 Resignation
Kaycie Ferris	Early Childhood Teaching Asst Toledo Jr-Sr High	2/8/2021 – 6/30/2023 Resignation
Karla Gonzalez-Moreno	Bilingual Customer Service Coordinator Taft Elementary	9/1/2021 – 6/30/2023 Resignation
Amber Kumar	Student Support Facilitator Crestview Heights	9/1/2022 – 6/30/2023 Resignation
Melodie McKenzie	Title Teaching Asst Yaquina View	1/6/2022 – 6/30/2023 Resignation
Tamara Stoll	Special Education Teaching Asst Siletz Charter School	1/19/2022 – 6/30/2023 Resignation
Sean Torres	Special Education Teaching Asst II Taft Elementary	9/7/2021 – 6/30/2023 Resignation

10.c. Board

10.c.1. Second Reading of Policy

Lincoln County School District

Code: AC-AR

Adopted: 7/09/02

Revised/Readopted: 6/14/16 (Effective 7/01/16);

5/08/18; 11/12/19; 2/11/20

Orig. Code(s): AC-AR

Discrimination Complaint Procedure

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

Step 1: ^{1} Complaints may be oral or in writing and must be filed with the principal or administrator. Any staff member that receives an oral or written complaint shall report the complaint to the principal or administrator.

The principal or administrator shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Step 2: If the complainant wishes to appeal the decision of the principal or administrator, the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the principal's or administrator's response to the complaint.

The superintendent or designee shall review the principal's or administrator's decision within five school days and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the principal's or administrator's decision. The superintendent or designee will respond in writing to the complainant within 10 school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent's or designee's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at the next regular Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 5 days of receipt of the appeal by the Board.

If the principal or administrator is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the superintendent or designee.

If the superintendent is the subject of the complaint, the complaint may start at Step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

^{1} For district information. The district's timeline established by each step of the district's complaint procedure must be within 30 days of the submission of the complaint at any step, unless the district and complainant have agreed in writing to a longer time period for that step. The district's complaint procedure should not exceed a total of 90 days from the initial filing of the complaint, regardless of the number of steps involved, unless the district and the complainant have agreed in writing to a longer time period. (OAR 581-002-0005)}

Complaints against the Board as a whole or against an individual Board member, may start at Step 3 and should be submitted to the Board chair. Complaints against the Board chair may start at Step 3 and be referred directly to the Board vice chair.

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing, but will not be longer than 30 days from the date of the submission of the complaint at any step. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initial filing of the complaint, may appeal² the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

Charter Schools of which the District Board is a Sponsor

The district Board will not review an appeal of a decision reached by the Board of the Charter School on a complaint alleging a violation of Oregon Revised Statute (ORS) 659.850 or Oregon Administrative Rule (OAR) 581-021-0045 or 581-021-0046 (Discrimination), for which the district Board has jurisdiction, and recognizes a decision reached by the Board of the charter school as the district Board's final decision. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.

² An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

DISCRIMINATION COMPLAINT FORM

Any person, including students, staff, visitors and third parties, may file a complaint.

Name of Person Filing Complaint _____ Date _____ School or Activity _____

Student/Parent ☐ Employee ☐ Job applicant ☐ Other ☐ _____

Type of discrimination:

- | | | |
|--|--|---|
| ☐ Race | ☐ Mental or physical disability | ☐ Age |
| ☐ Color | ☐ Marital status | ☐ Sexual orientation |
| ☐ Religion | ☐ Familial status | ☐ Pregnancy |
| ☐ Sex | ☐ Economic status | ☐ Discriminatory use of a Native American mascot |
| ☐ National or ethnic origin | ☐ Veterans' status | ☐ Other _____ |
| ☐ Gender identity | | |

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of the discussion.)

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

This complaint form should be mailed or submitted to the principal or administrator.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Lincoln County School District

Code: EHB
Adopted: 6/13/2023

Cybersecurity

The purpose of information security is to protect the confidentiality, integrity and availability of district data as well as any information systems that store, process, or transmit district data, and protect the information resources of the district from unauthorized access or damage.

The underlying principles followed to achieve that objective are:

1. Information Confidentiality: The ability to access or modify information is provided only to authorized users for authorized purposes;
2. Information Integrity: The information used in the pursuit of the district objectives can be trusted to correctly reflect the reality it represents; and
3. Information Availability: The information resources of the district, including the network, the hardware, the software, the facilities, the infrastructure, and any other such resources, are available to support the objectives for which they are designated.

The requirement to safeguard information resources must be balanced with the need to support the pursuit of legitimate district objectives. The value of information as a resource increases through its appropriate use; its value diminishes through misuse, misinterpretation, or unnecessary restrictions to its access.

This policy and accompanying administrative regulation applies to all staff and third-party agents of the district as well as any other district affiliate, including students, who are authorized to access district data and to all computer and communication devices and systems that store, process, or transmit district data.

END OF POLICY

Legal Reference(s):

[ORS Chapter 192](#)
[ORS 332.107](#)

[ORS 336.184](#)
[ORS 646A.600 - 646A.626](#)

Children's Internet Protection Act, 47 U.S.C. §§ 254(h) and (l); 47 C.F.R. § 54.520.
Children's Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501 to 6505; 16 C.F.R. § 312.
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. § 99.
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d; 45 C.F.R. §§ 160, 164.
Protection of Pupil Rights, 20 U.S.C. § 1232h; Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. § 98.

OSBA Model Sample Policy

Code: EHB-AR
Revised/Reviewed:

Cybersecurity

Throughout its lifecycle, an information system that stores, processes or transmits district data shall be protected in a manner that is considered reasonable and appropriate, as defined in documentation approved and maintained by the Information Technology Department, given the level of sensitivity, value and criticality that the district data has to the district.

Individuals who are authorized to access district data shall adhere to the appropriate Roles and Responsibilities, as defined in this administrative regulation.

Roles and Responsibilities

“Designated Information Security Officer (ISO)” means an employee designated by the superintendent to oversee the information security program. The ISO will be a senior-level employee in the district. The responsibilities of the ISO include the following:

1. Developing and implementing a district-wide information security program;
2. Documenting and disseminating information security policies and procedures;
3. Coordinating the development and implementation of required information security training and awareness program for staff and administrators;
4. Coordinating a response to actual or suspected breaches in the confidentiality, integrity or availability of district data and following statutory requirements;
5. Implement Multi-Factor Authentication (MFA) for logins; and
6. Implementing an IT security audit.

“Data owner” means a management-level employee of the district who oversees the lifecycle of one or more sets of district data. Responsibilities of a data owner include the following:

1. Assigning an appropriate classification to district data;
2. Determining the appropriate criteria for obtaining access to district data;
3. Ensuring that data custodians implement reasonable and appropriate security controls to protect the confidentiality, integrity and availability of district data;
4. Understanding and approving how district data is stored, processed, and transmitted by the district and by third-party agents of the district; and
5. Understanding how district data is governed by district policies, state and federal regulations, contracts and other legal binding agreements.

“Data custodian” means an employee of the Technology Department who has administrative and/or operational responsibility over district data. In many cases, there will be multiple data custodians. A data custodian is responsible for the following:

1. Understanding and reporting on how district data is stored, processed and transmitted by the district and by third-party agents of the district;
2. Implementing appropriate physical and technical safeguards to protect the confidentiality, integrity and availability of district data;
3. Documenting and disseminating administrative and operational procedures to ensure consistent storage, processing and transmission of district data;
4. Provisioning and deprovisioning access to district data as authorized by the data owner;
5. Understanding and reporting on security risks and how they impact the confidentiality, integrity and availability of district data;
6. Back up data daily; and
7. Force email and domain passwords to expire at least annually.

“User,” for the purpose of information security, means any employee, contractor or third-party agent of the district who is authorized to access District Information Systems and/or district data. A user is responsible for the following:

1. Adhering to policies, guidelines and procedures pertaining to the protection of district data;
2. Reporting actual or suspected vulnerabilities in the confidentiality, integrity or availability of district data to a manager or the Technology Department; and
3. Reporting actual or suspected breaches in the confidentiality, integrity or availability of district data to the Technology Department.

Classification of Information

Data classification, in the context of information security, is the classification of data based on its level of sensitivity and the impact to the district should that data be disclosed, altered or destroyed without authorization. The classification of data helps determine what baseline security controls are appropriate for safeguarding that data. All district data should be classified into one of three sensitivity levels or classifications: confidential, sensitive and public. In some cases, data could fall into multiple categories, i.e., salaries.

Data should be classified as confidential when the unauthorized disclosure, alteration, or destruction of that data could cause a significant level of risk to the district or its affiliates. Examples of confidential data include data protected by state or federal privacy regulations and data protected by confidentiality agreements. The highest level of security controls should be applied to confidential data. Examples: student data, evaluation and disciplinary records.¹

¹ These examples are for IT purposes and may not be consistent with record request and disclosure requirements.

Data should be classified as sensitive when the unauthorized disclosure, alteration or destruction of that data could result in a moderate level of risk to the district or its affiliates. By default, all district data that is not explicitly classified as confidential or public data should be treated as sensitive data. A reasonable level of security controls should be applied to private data. Examples: salaries and staff personal contact information.

Data classified as sensitive may be disclosable as public record under Oregon Revised Statute (ORS) Chapter 192. However, the sensitivity level of the data can warrant the assigned data classification and associated safeguard security controls.

Data should be classified as public when the unauthorized disclosure, alteration or destruction of that data would result in little or no risk to the district and its affiliates. Examples of public data include information intended for broad use within the district community at large or for public use. While little or no controls are required to protect the confidentiality of public data, some level of control is required to prevent unauthorized modification or destruction of public data. Examples: board minutes and policies.

Online Services and Applications

District employees are encouraged to research online services or applications to support the pursuit of district objectives. However, district employees are prohibited from installing or using applications, programs or other software, or online systems/websites that store, collect or share confidential or sensitive data, until the ISO approves the vendor and software or service. Before approving the use or purchase of any such software or online service, the ISO, or designee, shall verify that it meets the requirements of all applicable laws, regulations and board policies, and that it appropriately protects district data. This prior approval is required whether or not the software or online service is obtained or used without charge.

Implementation

The Technology Department is directed to develop operating policies, standards, baselines, guidelines and procedures for the implementation of this administrative regulations to include, but not limited to, addressing data encryption, logical access control, physical access control, vulnerability management, risk management and security logging and monitoring. Employees have an obligation to learn about cybersecurity.

Violations of Policy and Misuse of Information

Violations of this administrative regulation include, but are not limited to: accessing information to which the individual has no legitimate right; enabling unauthorized individuals to access information; disclosing information in a way that violates applicable policy, procedure or other relevant regulations or laws; inappropriately modifying or destroying information; inadequately protecting information; or ignoring the explicit requirements of data owners for the proper management, use and protection of information resources.

Violations may result in disciplinary action in accordance with district policies, procedures and/or applicable laws. Sanctions may include one or more of the following:

1. Suspension or termination of access;
2. Disciplinary action up to and including dismissal; and
3. Civil or criminal penalties.

Employees will report suspected violations of this administrative regulation to the ISO or to the appropriate data owner. Reports of violations are considered sensitive information until otherwise designated.

Lincoln County School District

Code: GCBDF/GDBDF
Adopted: 6/13/2023

Paid Family Medical Leave Insurance

The district provides an equivalent plan for paid family and medical leave and does not participate in Paid Leave Oregon. This plan has been approved by the Employment Department.^{1} The district will file the Oregon Quarterly Tax Report as required.

The district will make available a notice poster that outlines the requirements and procedures for the equivalent plan.² This poster will be displayed in each of the district's buildings or worksites in an area that is accessible to and regularly frequented by employees. This poster will be provided³ to remote employees upon hire or assignment to remote work.

END OF POLICY

Legal Reference(s):

[ORS 657B.210 – 657B.260](#)

[OAR 471-070-2200 - 2460](#)

^{1} Deadlines for the district to file an exemption application can be found on OAR 471-070-2205. Application requirements can be found in OAR 471-070-2210.

² For poster requirements, see OAR 471-070-2330.

³ By hand delivery, regular mail, or through an electronic delivery method.

Lincoln County School District

Code: IGBHD
Adopted: 6/13/2023

Program Exemptions

The district may excuse students from a state-required program or learning activity for reasons of religion, disability¹ or other reasons deemed appropriate by the district. Requests for excusal or accommodation must be in writing and must include the reasons for the request and a proposed alternative for an individualized learning activity which substitutes for the period of time exempt from the program and meets the goals of the learning activity or course being exempt. Requests may be filed by the student's parent or guardian, or by a student who is 18 years of age or older or who is an emancipated minor. Requests must be submitted to the principal.

The district will determine if credit will be granted for any alternative activity.

END OF POLICY

Legal Reference(s):

[ORS 336.035\(2\)](#)
[ORS 336.465](#)
[ORS 336.615](#)
[ORS 336.625](#)

[ORS 336.635](#)
[OAR 581-002-0035](#)
[OAR 581-021-0009](#)

[OAR 581-021-0071](#)
[OAR 581-022-2050](#)
[OAR 581-022-2110](#)
[OAR 581-022-2505](#)

¹ If the district receives a request for a disability accommodation, the district should consider its obligations under the Individuals with Disabilities in Education Act and Section 504 of the Rehabilitation Act.

Lincoln County School District

Code: JB
Adopted: 7/09/02
Revised/Readopted: 6/14/16 (Effective 7/01/16); 1/12/21; 1/11/22, 6/13/23
Orig. Code: JB

Equal Educational Opportunity

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation, gender identity, race¹, religion, color, national origin, disability, marital status, familial status, citizen status, parental status, linguistic background, culture, socioeconomic status, capability or geographic location.

A student or parent may also access and use the district's general complaint procedure through Board policy KL - Public Complaints.

All reports, complaints or information will be investigated.

The district will communicate the availability of policy and available complaint procedures to students and their parents through available district communication systems and handbooks and will be published to the district website and made available at the district office during regular business hours.

A student of the district may not be subjected to retaliation by the district for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation.

Other resources: Policy AAA, AAA-AR. ACB

END OF POLICY

Legal Reference(s):

ORS 174.100	ORS 659.852	ORS 659A.406
ORS 192.630	ORS 659A.001	OAR 581-021-0045
ORS 326.051	ORS 659A.003	OAR 581-021-0046
ORS 329.025	ORS 659A.006	OAR 581-022-2310
ORS 332.107	ORS 659A.103 - 659A.145	OAR 839-003-0000
ORS 336.086	ORS 659A.400	
ORS 659.850	ORS 659A.403	

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).
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 (2018); 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, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

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)).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12333 (2018).
House Bill 2935 (2021).
House Bill 3041 (2021).

Lincoln County School District

Code: JGE
Adopted: 6/13/2023

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 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;
2. 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
3. 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.

The Board delegates the authority to decide on an expulsion to the superintendent. 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.

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.

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

1. Notice will be given to the student and the parent by personal service¹ or by certified mail² 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. A statement of intent to consider the charges as reason for expulsion;
 - c. The student's right to a hearing;
 - d. When and where the hearing will take place; and
 - e. The student may be represented by counsel or other persons.
2. If the parent or student does not understand the English language, the district will provide an interpreter during the hearing. All communications will be in a manner that is understandable to the parents and student;
3. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, parent or other person. The district's attorney may be present;
4. 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;
5. The student shall be permitted to be present and to hear the evidence presented by the district;
6. The hearings officer or the student may record the hearing;
7. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
8. 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 for reasons other than a weapons violation, the district must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)

¹ The person serving the notice shall file a return of service. (OAR 581-021-0070)

² 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)

[ORS 332.061](#)
[ORS 336.615 - 336.665](#)
[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)
[OAR 581-021-0050 - 021-0075](#)

10.c.2. 2023-2024 Board Meeting Calendar

LINCOLN COUNTY SCHOOL DISTRICT BOARD OF DIRECTORS BOARD MEETING CALENDAR FOR 2023-24 FISCAL YEAR

The Board of Directors will meet on the **second Tuesday** of each month at **6:30 p.m. for regular business meetings in 2022-23**. Work sessions will be scheduled on the fourth Tuesdays of certain months (current listed work sessions are tentatively scheduled and are subject to change). Agendas are prepared by the Superintendent and Board Chair ten days in advance.

Month	Day	Location	Meeting Type
July (5:00 pm)	11	Zoom	Regular Session
August	8	Teaching & Learning Center	Regular Session
<i>August</i>	<i>18</i>	<i>Location TBD</i>	<i>Board Retreat</i>
September	12	Taft 7-12	Regular Session
<i>September</i>	<i>26</i>	<i>Teaching & Learning Center</i>	<i>Work Session</i>
October	10	Toledo Elementary	Regular Session
<i>October</i>	<i>24</i>	<i>Location TBD</i>	<i>Joint Work Session with OCCC</i>
November	14	Crestview Elementary	Regular Session
<i>November</i>	<i>28</i>	<i>Teaching & Learning Center</i>	<i>Work Session</i>
December	12	Sam Case Elementary	Regular Session
January	9	Oceanlake Elementary	Regular Session
<i>January</i>	<i>30</i>	<i>Teaching & Learning Center</i>	<i>Work Session</i>
February	13	Toledo Jr/Sr.	Regular Session
<i>February</i>	<i>27</i>	<i>Teaching & Learning Center</i>	<i>Work Session</i>
March	12	Waldport Middle/High	Regular Session
April	9	Yaquina View Elementary	Regular Session
<i>April</i>	<i>23</i>	<i>Teaching & Learning Center</i>	<i>Work Session</i>
May	14	Taft Elementary	Regular Session
<i>May</i>	<i>28</i>	<i>Teaching & Learning Center</i>	<i>Work Session</i>
June	11	Newport High School	Regular Session

11. Action Items

11.a. Business Services

11.a.1. Appropriations Transfer

Resolution 2022/23-6 2022-23 Resources Transfer

Oregon budget law requires that appropriation levels (instruction, support services, enterprise and community services, capital projects and debt service) must not be overspent. In accordance with ORS 294.450, budget law allows the Board of Directors to authorize transfers of appropriations and/or resources after declaring the need, purpose and amount of the transfer.

When the 2022-23 District budget was created, funds were set aside in the Capital Construction Fund (\$555,000) and Building Maintenance Fund (\$590,000) as unappropriated ending fund balance in order to provide cash for the start of the 2023/24 year. Additionally, when budgeting, several projects anticipated for the summer of 2023 were not scheduled to begin until July and it was anticipated that the UEFB would be used for those projects. Many of those projects were begun earlier as the crews became available.

Recently, several construction projects have become necessary or were prudent to begin before the fiscal year end. The District received a seismic retrofit grant for Yaquina View Elementary and wishes to begin the accompanying office remodel and installation of a safety vestibule in late May, in advance of the seismic work, rather than putting off the entire project until the summer of 2024/25. Additionally, private office spaces were needed at the TLC and a reception area is being created in order to manage the large number of meetings at the TLC. Last summer more extensive remodeling was needed than originally planned to relocate the K-12 Online School from a Newport High School classroom into a larger space at the Arcadia campus.

In order for these projects to be completed this fiscal year, staff recommends moving \$1,145,000 in appropriations from General Fund Contingency to General Fund Transfers and transferring those appropriations and resources to the Building Maintenance Fund. The amount of transfers to the Building Maintenance Fund in the 2023-24 Proposed Budget has been reduced by this amount since the UEFB will become available July 1st. Because general fund transfers are usually not made to the Capital Construction Fund and were not budgeted, expenses of up to \$555,000 in that fund will be moved to the Building Maintenance fund.

Resources and appropriations are more than adequate at this time to make this transfer and also meet the Board Policy requiring a 7% minimum ending fund balance in the General Fund, as well as allowing transfers to other special revenue funds at year end. The General Fund Excess ending fund balance available for transfer is currently \$9,875,000 with \$3,750,000 of that available as Contingency funds.

Recommended for transfer are the following appropriations and resources within the named funds:

	<u>Increase</u>	<u>Decrease</u>
General Fund		
– Transfers Out	\$1,145,000	
– Contingency		\$1,145,000
Building Maintenance Fund		
– Transfers In (Revenue)	\$1,145,000	
- Facilities Acquisition & Construction	\$1,145,000	

APPROVED BY A VOTE AT THE BOARD OF DIRECTORS MEETING HELD MAY 23, 2023

Board Chair

Superintendent

11.b. Facilities & Maintenance/Transportation/Food Services

11.b.1. Sodexo Food Services Contract

OREGON DEPARTMENT OF EDUCATION

CHILD NUTRITION PROGRAMS

**LEA - FSMC Contract
(Fixed Price)**

Between

Lincoln County School District

And

Sodexo America, LLC

Effective: July 1, 2023

ARTICLE I INTRODUCTION

1.1 Date of and Parties to the Agreement. This agreement, dated June 14, 2023, is between Lincoln County School District hereafter called the Local Education Agency (LEA), and Sodexo America, LLC, a Delaware limited liability company, hereinafter called the Food Service Management Company (the FSMC).

1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the LEA retains the FSMC to manage and operate the LEA's food service for the LEA's students, employees, visitors, and guests.

1.3 Term of the Agreement. The initial term of this agreement commences on July 1, 2023, and continues until June 30, 2024. The agreement is subject to maximum four (4) additional one-year renewals upon the consent of both parties, unless terminated earlier as provided in the Article concerning General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all contract provisions.

During the first half of each school year, LEA and FSMC agree to participate in an Annual Expectations Meeting throughout the term of this Agreement in accordance with Appendix D.

1.4 Integration of Terms. The terms of this agreement shall be in accordance with the Request of Proposal (RFP) and any amendments to the RFP and the proposal submitted by the FSMC, which are incorporated by reference into this agreement. In the event contradictory statements are contained in the RFP, the FSMC proposal and this agreement, the following order of precedence shall apply; Contract Agreement and all of its exhibits, appendices, and attachments, RFP, FSMC proposal.

ARTICLE II RELATIONSHIP OF THE PARTIES

2.1 Limited Agency. To the extent that the state or federal statutes or regulations require that the FSMC shall be an agent of the LEA for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the LEA's agent for such purposes. Otherwise, FSMC shall be an independent contractor and not an officer, agent, employee, partner, joint venture, tenant or servant of the LEA.

2.2 Responsibilities of FSMC.

A. As agent, the FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the LEA in accordance with the terms and conditions of this agreement.

B. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.

D. The FSMC agrees to conduct program operations in accordance with 2 CFR Part 200, 7 CFR Parts 210, 215, 220, 225, 226, 245, 250 and FNS instructions and policies as applicable.

E. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, as to all employees engaged by it in the performance of this agreement.

F. The FSMC agrees to procure processed end products from donated foods on behalf of the LEA in accordance with 7 CFR 250 and 2 CFR 200.

G. The FSMC agrees that it will not itself enter into the processing agreement with the processor. The FSMC will only procure the services of a processor on behalf of the LEA with an approved State Participation Agreement (SPA). 7 CFR 250.30(d)

H. The FSMC agrees to comply with the storage and inventory management requirements for donated foods. 7 CFR 250.14(b)

I. The FSMC agrees to furnish the LEA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

J. The FSMC agrees to comply with the LEA's free and reduced priced meal policies. The information cannot be used or possessed by the FSMC for any use other than to determine eligibility for free and reduced meals.

K. The FSMC will follow the LEA's established policy regarding marketing/advertising within school district buildings, on the district website, district press releases, mailings and during district sponsored events which may be held off site.

L. The FSMC will provide the LEA documentation showing their employees providing services for the school meal programs have completed the required Professional Standard training as required by the Healthy, Hungry-Free Kids Act of 2010. 7 CFR 210.30 and USDA memo SP 38-2016.

M. The FSMC will participate in the LEA's advisory board composed of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(8)

2.3 Rights of LEA.

A. The LEA shall supervise and retain control of the FSMC's daily operation of the food service described in this agreement; retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices. Authorized representatives of the LEA shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this agreement to ensure conformance with program regulations through periodic on-site visits. 7 CFR 210.16(a)(2)(3)(4); 2 CFR 200.318(b).

B. The LEA may make reasonable regulations with regard to all matters under its' supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.

C. The LEA shall retain control of the school food service account and overall financial responsibility for the school nutrition program. 7 CFR 210.19 (a)(1).

D. The LEA shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced Price Policy Statement, and all claims for reimbursement. 7 CFR 210.9(a)(b); 210.16(a)(5).

E. The LEA shall be responsible for all contractual agreements entered into in connection with the school nutrition program. 7 CFR 210.21; 210.19(a)(1); and 2 CFR 200.318(k).

F. The LEA shall implement internal controls and ensure resolution of program review and audit findings. 7 CFR 210.8(a), 210.9(b)(17) ,210.18(k)(1)(2).

G. The LEA shall provide a 21-day cycle menu. (Attached a copy of the menu and label as an Appendix C). The FSMC must adhere to the cycle menu for the first 21 days of meal service, and any changes made thereafter may be made only with approval of the LEA. 7 CFR 210.16(b)(1).

H. The LEA shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. 7 CFR 210.16(a)(8).

I. The LEA shall maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. 7 CFR 210.16(a)(7).

J. The LEA shall distribute and collect the parent letter and application for free and reduced price meals. 7 CFR 245.6.

K. The LEA shall establish a policy for providing meals to students without adequate funds. The LEA policy will protect students by providing equal services to all students. The FSMC will defer to the LEA's policy in providing meals. The FSMC will

bill the LEA for the meals served with the LEA payment from funds other than non-profit food service funds.

L. The LEA shall determine eligibility and verify applications for free and reduced price meal benefits and conduct any hearings related to such determinations. 7 CFR 245.6, 6a, 7, 10.

M. The LEA shall assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. 7 CFR 210.9(b)(15).

N. The LEA shall ensure that only processors with National Processing Agreements (NPA) or State Participation Agreement (SPA) are used. 7 CFR 250.30(b)(c)(d).

O. The LEA shall retain title to donated foods. 7 CFR 210.16 (a) (6).

P. The LEA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the LEA food service in the school or fiscal year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products. 7 CFR 250.54(c)

Q. The LEA shall ensure that the LEA employee serving as the Food Service Director has the required Professional Standards training in accordance with Healthy, Hungry-Free Kids Act of 2010. 7 CFR 210.30 and USDA memo SP 38-2016

R. The LEA shall ensure that the FSMC employees providing services for the LEA meal programs have completed the required Professional Standards training requirements in accordance with Healthy, Hungry-Free Kids Act of 2010. 7 CFR 210.30 and USDA memo SP 38-2016

ARTICLE III FOOD SERVICE PROGRAM

3.1 Location. The FSMC shall prepare and serve meals for the schools/sites listed in Appendix A. The LEA and the FSMC may agree to add other locations.

3.1a Programs. The FSMC shall prepare and serve meals for the LEA acting as a sponsor of **one or more** of the following USDA Child Nutrition Programs. The LEA must check only those that will be applicable to this contract.

- ☒ National School Lunch Program (NSLP)
- ☒ School Breakfast Program (SBP)
- ☒ After School Snack Program
- ☒ Fresh Fruit and Vegetable Program (FFVP)

☒ Child and Adult Care Food Program (CACFP)

And provide meals only to the following USDA Child Nutrition Programs:

☒ Summer Food Service Program (SFSP)

☒ At Risk Snacks/Suppers, and Child Care Programs

Other Services:

☒ Catering

☒ Contract Meals

☒ A la carte Sales

☒ Adult Meals

☒ Vending/Concessions

The FSMC shall provide meals that meet all USDA meal pattern requirements as described in 7 CFR 210.10, 220.8, 225.15, and 226.20, as applicable.

3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as Appendix B. For the first twenty-one (21) days of food service, FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the LEA. Changes in the menu may later be made with approval of the LEA. 7 CFR 210.16 (b) (1).

3.3 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, a la carte food, and vended meals in accordance with the following terms:

A. All reimbursable lunches, breakfasts, suppers and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR 210.10, and 220.8, 225.16 and 226.20, as applicable.

B. Prices to be charged for meals, and snacks during the current contract year shall be established by the LEA (7CFR 210.16(a)(4)).

C. The LEA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the LEA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals.

D. The FSMC shall collect gross sale receipts, on behalf of the LEA, for cash-paid meals, a la carte items, and vending items. Gross cash receipts shall be turned over daily to the LEA.

3.4 Nutrition Awareness Programs. In cooperation with the LEA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.

3.5 Special Diets. The FSMC shall supply special diets for students where medically necessary and when prescribed by licensed physician for disabled students, or medical

practitioner, for non-disabled students, in accordance with USDA and ODE regulations, and approved in writing by the LEA.

3.6 Food Committee and Advisory Board. The FSMC shall cooperate with the LEA's Food Service Advisory Committee, consisting of students, parents, and LEA staff in developing menus and other food service programs. (7 CFR 210.16(8))

3.7 Catering. Upon request by the LEA, the FSMC shall provide catered food service at times and prices mutually agreed upon. For all LEA sponsored and third party functions catered by the FSMC, the FSMC shall prepare and submit prenumbered invoices to appropriate administrators of the LEA and representatives of third party organizations, which shall pay the LEA directly. Such invoices will be submitted by the FSMC by the end of the current month. Any invoice payments received by the FSMC shall be immediately delivered to the LEA's Accounting Department. The LEA shall be responsible for collecting amounts due on food service accounts receivable invoices. The FSMC shall provide the LEA with copies of invoices and an invoice control log within ten (10) days after the end of each month. Costs of catered functions shall not be supported by the nonprofit food service account funds.

3.8 Environmental Protection Agency Compliance. In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 117389, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities."

3.9 Energy Policy and Conservation Act Compliance. The LEA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

3.10 Contract Work Hours and Safety Standards Act Compliance. In performance of this agreement, and as employer for all management food service employees and non-management foodservice employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

3.11 Debarment Certification. The FSMC shall complete and submit to LEA the Certification Regarding Debarment. The LEA shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the LEA a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities. The LEA shall submit the certification to the Oregon Department of Education – Child Nutrition Programs with the contract for review.

3.13 “Buy American” Provision. Section 104(d) of the William F Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products that have been substantially produced and processed in the United States with nonprofit school food service account funds. Substantially means that 51% of the final processed product consists of agricultural commodities that were grown domestically. (7 CFR 210.21(d))

3.14 Local Purchases. The FSMC shall allow ten percent (10%) of food budget for local farm to school purchases. The LEA values the use of local vendors in our rural community where possible, to strengthen the local economy and community partnerships. LEA is also committed to our current garden program which provides educational programming including allowing students to grow foods that are used in their school meals. Produce used in school meals is provided ready to use. The FSMC shall credit the agreed upon market value of measurable items provided through the school garden program at a rate commensurate with current market prices of similar items as evidenced by vendor invoices.

ARTICLE IV MANAGEMENT AND PERSONNEL

4.1 FSMC Management and Professional Employees. The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein.

4.2 Non-Management Employees. All non-management food service employees shall be employees of the FSMC. The FSMC managers shall direct and supervise the food service employees.

4.3 Student Workers. The LEA has a policy of providing work experience for its students as part of the educational curriculum. In furtherance of that policy, the LEA may assign students for work in the food service operation in such numbers as are agreed upon between the LEA and the FSMC. Such student workers shall not be employees of the FSMC and therefore not compensated by the FSMC.

4.4 Payroll and Taxes. The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security, and unemployment taxes and workers’ compensation payments.

4.5 Workers’ Compensation Insurance. The FSMC shall procure Workers’ Compensation Insurance or shall maintain a system of self-insurance in conformance

with applicable state law covering its employees and shall provide proof of such coverage or system to the LEA.

4.6 Nondiscrimination. The contractor agrees to comply with (a) Title IV of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) The Americans with Disabilities Act of 1990 and ORS.659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitations statutes, rules and regulations.

4.7 LEA does not agree to the suggested language titled “Agreement Not to Hire” set forth in FSMC’s proposal Exceptions List, item #8.

4.8 Sexual Conduct and Abuse Provision. FSMC acknowledges LEA’s obligations related to abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of FSMC’s employees, LEA agrees to immediately remove that employee from providing services to LEA. FSMC will follow LEA’s requests for removal of such employees following a report or allegation. FSMC will cooperate in any investigation being conducted by LEA, law enforcement, DHS, ODE and/or TSPC. FSMC has received information regarding abuse and sexual conduct and LEA will provide current information to FSMC on an annual basis. FSMC will provide information necessary for district to perform background checks on any employee who may have direct, unsupervised contact with students, in accordance with state law and district policy. All of FSMC’s employees who may have direct, unsupervised contact with students, will complete the LEA’s sexual conduct and child abuse training program prior to having direct, unsupervised contact with students.

ARTICLE V INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

5.1 Inventories of Food and Supplies. Prior to the commencement of the term of this agreement, the existing food and operational supplies shall be delivered and charged to the FSMC for the performance of this agreement. The cost of food and operational supplies ordered by FSMC on behalf of the LEA in performance of this agreement shall be paid for by the FSMC. The inventory of food and operational supplies shall remain the FSMC’S property.

A. Any federally donated commodities received by the LEA and made available to the FSMC shall be used only for the benefit of the LEA’s nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. Bonus commodity items must be used to reduce the cost of meals, but not replace purchased products. The value of USDA foods is posted on Web-Based Supply Chain Management (WBSCM) system for direct delivery food products and the Summary End Product Data Schedules (SEPDS) set forth in the National Processing Agreement (NPA) or the State Processing Agreement (SPA) for processed end products. Notwithstanding the foregoing, if, upon termination of the Agreement, there remains USDA donated commodities that have not been used but have

been credited (other than ground pork, ground beef, or processed end products), then the LEA may, at its discretion and in accordance with USDA regulations, mutually agree with the current FSMC on other use or disposition of such commodities. This agreement could include the removal of such products by the current FSMC.

B. The FSMC may store and inventory donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods.

C. FSMC representative must have authorization from LEA to have access to commodity ordering system and the name of authorized representative on file with the SA.

5.2 Smallwares. The FSMC shall replenish the necessary smallwares, including trays, dishes, glassware, flatware, serving utensils, and the like.

5.3 Office Facilities. The LEA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the LEA in good condition upon termination of this agreement, ordinary wear and tear excepted.

5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the LEA's food service facilities.

- A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- B. The LEA shall be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The LEA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, shall be responsible for the removal of refuse from refuse collection centers and shall be responsible for gas and electric costs.
- C. If the LEA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the LEA for any costs incurred.
- D. The FSMC shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated there under for any facility outside the school in which it prepares meals and at LEA facilities. 7 CFR 210.16(c)(2).

- E. The LEA shall be responsible for compliance relating to structural and equipment matters.

5.5 Maintenance. The LEA shall provide, at the LEA's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment. If the FSMC is required by an outside maintenance service to make payment at the time of service, the LEA shall reimburse the FSMC for such payments made.

5.6 Condition of Facilities and Equipment. The LEA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the LEA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the LEA of such notification.

5.7 Transportation Equipment and Vehicle. The LEA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the LEA.

5.8 Nonconforming Facilities and Equipment. Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

ARTICLE VI FINANCIAL AND PAYMENT TERMS

6.1 Billing for Fixed Price Per Meal. The LEA and the FSMC have mutually agreed upon the fixed price per meal as follows:

SBP

- Breakfast \$4.40 per meal (2 breakfasts = 1 meal)
- Meal Equivalents \$4.40 per meal based on \$4.86 rate

NSLP

- Lunch \$4.40 per meal (1 lunch = 1 meal)
- Snack \$4.40 per meal (3 snacks = 1 meal)
- Meal Equivalents \$4.40 per meal based on \$4.86 rate

SFSP

- Breakfast \$4.40 per meal (2 breakfasts = 1 meal)

- Lunch \$4.40 per meal (1 lunch = 1 meal)
- Snack \$4.40 per meal (3 snacks = 1 meal)

CACFP

- Breakfast \$4.40 per meal (2 breakfasts = 1 meal)
- Lunch \$4.40 per meal (1 lunch = 1 meal)
- Supper \$4.40 per meal (1 supper = 1 meal)
- Snack \$4.40 per meal (3 snacks = 1 meal)

VENDED MEALS

- Breakfast \$4.40 per meal (2 breakfasts = 1 meal)
- Lunch \$4.40 per meal (1 lunch = 1 meal)
- Supper \$4.40 per meal (1 supper = 1 meal)
- Snack \$4.40 per meal (3 snacks = 1 meal)

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each reimbursable lunch and supper shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-half (1/2) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) of a meal/meal equivalent.

2. For cash meal sale other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the sum of the current school year free meal reimbursement rate and the commodity value. (Example: The meal equivalency rate = \$4.43 plus \$0.43 equals \$4.86 and Lunch Equivalents = total Ala Carte dollars divided by \$4.86).

B. The FSMC shall submit the following supporting documents to the LEA monthly:

- Daily meal counts by benefit category by school for each program
- Daily menu production records by program
- Monthly summary of Value of Commodities used
- Monthly summary of Revenues from other sales

C. Expenses paid by the FSMC and not charged to the LEA or the food service operations include, but are not limited to:

- Reports filed to the State
- Corporate income tax

D. Crediting Value of Commodities Received by the LEA – The FSMC must credit the LEA for the value of all donated food received, entitlement and bonus, for use in the LEA's meal service during the school year. This includes the value of donated food contained in processed end products. The FSMC shall list on the invoice the value of commodities received, for the period and deduct the amount of value from the total owed by LEA for the NSLP meals served. The value of commodities for

entitlement and bonus is the actual USDA purchase price as listed by ODE. For processed commodities it is the processing agreement value.

6.2 Invoice Due Date. Invoices submitted to the LEA by the FSMC will be paid according to the LEA's "Accounts Payable Cut-Off Schedule," attached as Appendix E. If invoices are received in the LEA's Accounting Department by the cut-off date, and they pass audit, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that does not pass audit. The LEA shall pay all amounts when due. If the LEA does not make a payment when due, the FSMC may charge interest or a late fee on the past due receivable; however, the LEA may not pay the interest or late fee with funds from the nonprofit school food service account funds, pursuant to 7 CFR 210.16(c).

6.3 Operating Statements. The FSMC shall submit monthly operating statements to the LEA by the fifteenth (15th) of the next month. This statement shall reflect all activity for the calendar month.

6.4 Inspection of Books and Records. The books and records of the FSMC pertaining to operations under this agreement shall be available to representatives of the LEA, state agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place.

6.5 Renegotiation of Financial Terms The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI For Food Away from Home. The specific Consumer Price Index ("CPI") used is: CPI-U All Urban Consumers: US City Average Food Away From Home. Use the CPI for the 12 month period of March of the previous year to March of the current year.

6.6 Financial Reconciliation. Within ninety (90) days of the end of the school year, the parties shall complete a reconciliation of the annual operational financial report, which the report shall be signed by the parties as being true and correct.

6.7 Break-Even Guarantee: The LEA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve, at a minimum, financial break-even, defined, as "generated program revenues will be sufficient to cover the fixed price per meal for all meals served plus LEA direct and indirect costs as set forth in this Section." For the avoidance of doubt, the financial guarantee shall be calculated as follows: all program revenues including student cash sales, federal and state reimbursements from lunch, breakfast and snack meals, adult sales, special functions, and summer meal program revenues and the values of commodities received less (i) the Fixed Price for all meals served, and (ii) LEA labor and other program expenses as outlined in FSMC's Financial Pro Forma. If the program experiences operating losses, the FSMC shall be required to reimburse the LEA in an amount commensurate with the variance of those costs that are within the control of the FSMC.

ARTICLE VII GENERAL TERMS AND CONDITIONS

7.1 Compliance with Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, purchasing, sanitation, health, and safety of the food service operations. The FSMC will comply with all requirements of the National School Lunch Program, the School Breakfast Program, the Summer Food Service Program and the Child and Adult Care Food Program as applicable and shall procure and maintain all necessary licenses and permits. The LEA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.

7.2 USDA Child Nutrition Program. In order to assist the LEA participation in the following Child Nutrition Programs:

- ◆ National School Lunch Program (NSLP)
- ◆ School Breakfast Program (SBP)
- ◆ After School Snack Program
- ◆ Fresh Fruit and Vegetable Program (FFVP)
- ◆ Summer Food Service Program (SFSP)
- ◆ Child and Adult Care Food Program (CACFP)

A. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the LEA, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the LEA unless the LEA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.

B. FSMC will be paid by the LEA for all meals provided to the LEA in accordance with this Agreement. Neither the Oregon Department of Education (ODE) nor USDA will assume any liability for payment of differences between the number of meals prepared by FSMC for the LEA and the number of meals served by the LEA that are not eligible for reimbursement.

C. The FSMC shall maintain such records, for a period of not less than five (5) years, as are needed by the LEA to support its claims for federal and state reimbursements. The FSMC shall submit to the LEA a monthly meal reimbursement claim report including all meals served under all programs operated by the LEA for the LEA to submit to the Oregon Department of Education.

D. The FSMC shall make available, as required by state and federal regulations, all facilities, books and records pertaining to food service operations available for onsite review by the LEA, State Agency, the US Department of Agriculture, and the

Comptroller General or their duly authorized representatives to ensure compliance with program requirements, management, and use of donated foods.

E. The FSMC must maintain the following records relating to the use of the donated foods:

- 1) The donated food and processed end product received from or on the behalf of the LEA for use in meal service.
- 2) Documentation that it has credited the LEA of the value of all donated food received for use in the LEA's food service in the school year, including the value of donated foods contained in processed products.
- 3) Documentation of the FSMC's procurement of processed end products on behalf of the LEA.

7.3 Commerical Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the LEA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than two million dollars (\$2,000,000), and three million dollars (\$3,000,000) in the aggregate. That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, Sexual Abuse and Molestation, and Products Liability, covering only the operations and activities of the FSMC under this agreement, and shall deliver to the LEA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. FSMC shall make reasonable efforts to provide LEA with thirty (30) days' prior written notice if the insurance afforded by FSMC's policy is canceled. The policies for \$2,000,000 single/\$3,000,000 aggregate coverage shall also name the LEA as an Additional Insured, but only with respect to operations of the FSMC under this Agreement and only to the extent that the LEA is indemnified under Section 7.9 below.

7.4 Waiver of Insurance Subrogation. Neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief. The parties waive all rights of recovery against each other for loss or damage to the waiving party occasioned by any such peril insured against under any policies insuring the waiving party's real or personal property.

7.5 Trade Secrets. During the term of this agreement, the FSMC may grant to the LEA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, surveys and studies, management guidelines and procedures, operating manuals, and software (both owned by and licensed by the FSMC) and similar documents regularly used in the operation of the FSMC's business ("Trade Secrets"). The LEA shall not disclose any of the FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Agreement. The LEA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All Trade Secrets and other confidential information shall remain

the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this agreement. The LEA shall have no right to the use trademarks, service marks, copyrights, or trade names of the FSMC following termination of this agreement. The FSMC shall remove all evidence of its trade names and registered trademarks within thirty (30) days after termination of this agreement. Nothing in this section prohibits the Federal government's rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the FSMC purchases an ownership interest.

Without limiting the foregoing and except for software provided by the LEA, the LEA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software by or licensed to the FSMC and not the LEA. Furthermore, the LEA's access or use of such software shall not create any right, title interest, or copyright in such software and the LEA shall not retain such software beyond the termination of the contract.

In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the termination of this Agreement.

7.6 Assignment. This agreement may not be assigned by either party, in whole or in part without written consent of the other party, except that either party may without prior written approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly owned subsidiary or such party. Subcontracting of food service management operation is prohibited.

7.7 Notice. Any notice or communication required or permitted under this agreement shall be in writing and shall be served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the LEA:

Lincoln County School District
Attn: Kim Cusick, Business Services Director
1212 NE Fogarty Street
Newport, OR 97365

Notices to the FSMC: Only one (1 notice sent to the FSMC. The FSMC is responsible for providing additional copies to others within their organizations.

Sodexo America, LLC
Attention: David Newman
CEO, North America Schools

9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

Notices shall be effective when received. Sent notices will be considered received seventy-two (72) hours after they are deposited with a nationally recognized delivery service or in the US mail.

Any request issued by FSMC to change the FSMC U.S. mailing address for check payments or to change the FSMC bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a FSMC Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, LEA receives such a request, prior to taking any action LEA shall verify the validity of such request by contacting the FSMC Accounts Receivable Department directly via one of the methods below:

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408
Website: <https://us.sodexo.com/contact.html>

7.8 Attorney's Fees. If any action or proceeding is necessary to enforce the provisions of this agreement, including any claim or demand, or to interpret this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to judgment.

7.9 Indemnity. Except as otherwise expressly provided in this agreement, FSMC and LEA shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, attorneys' fees and court costs, which may arise because of the sole negligence, willful misconduct, or breach of the indemnifying party, its agents or employees in the performance of its obligations or work under this Agreement.

LEA's obligation to indemnify FSMC is subject to all limitations of the Oregon Tort Claims Act and the Oregon Constitution.

In no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance.

This Section 7.9 shall survive termination of this Agreement.

7.10 Catastrophe. With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war,

riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

7.11 Cure Period. If either party, LEA and FSMC, commits any material breach or default of any of the obligations required of it in this agreement under this contract, such breach, default or failure shall be cured within ten (10) business days of written notice of failure by the injured party. In either case, if a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party with the sixty (60) day period as described in Section 7.12 below. This letter should be counter-signed by the receiving party and the letter should become an amendment to this agreement.

7.12 Termination.

A. Termination for Convenience: This contract may be terminated at any time by the either party. Either party may terminate this agreement without cause. Either the LEA or the FSMC shall give not less than sixty (60) days prior written notice to terminate for convenience.

B. Termination for Cause: If either party fails to comply with any of the obligations required of it in this agreement the injured party may give a written notice of Termination, with an opportunity to remedy such cause as defined under Section 7.13. Following receipt of written notice the contract may be terminated in sixty (60) days.

C. At the point of termination the FSMC will surrender to the LEA all program records pertaining to the contract period and renewals. These documents include, but are not limited to: daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with student start and withdrawal dates; and daily menu production records by program.

D. When a contract terminates and is not extended or renewed the FSMC must return all unused donated ground beef, donated ground pork, and processed end products to the LEA. The LEA will ensure that the FSMC has credited it for the value of all donated foods received for use in the LEA's meal service in a school year.

7.13 Remedy. If either party, LEA and FSMC, commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform the Work under this Contract in accordance with its terms, such breach, default or failure shall be cured within (10) ten business days of written notice by the injured party, and if circumstances do not permit the breach to be cured within ten (10) business days, a timeline as mutually agreed upon by the parties will be determined. Failure to cure or remedy shall be grounds for Termination for Cause.

7.14 Rights Beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity.

7.15 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Section headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

7.16 Amendments to the Agreement. Each of the Articles and Appendixes shall remain in effect throughout the term of this agreement unless the parties mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

7.17 Sanctions. For breach of the agreement and associated benefits:

A. The Oregon Department of Education shall be notified immediately of termination action and reason for termination.

B. The name of either party who has caused the breach shall be kept on record by the Oregon Department of Education for information and action if necessary when co-signing future agreements.

C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the LEA in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

7.18 Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

7.19 Electronic Signatures. The parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

7.20 Marketing. LEA grants FSMC approval to use FSMC's promotional, information or marketing activities or materials including the names, trademarks, logos and symbols of FSMC at LEA's facilities, on LEA's website, and at LEA sponsored events. All such items shall be reviewed and approved by LEA's Business Services Director or designee before such use or distribution.

7.21 Authority. Each individual executing this Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon LEA and FSMC in accordance with its terms.

SO AGREED:

Leslie M. Milinkovic		Vice President	
Print Name	Signature of FSMC Authorized Representative	Title	Date

Print Name	Signature of LEA Authorized Representative	Title	Date

Appendix A
Schools / Site Locations

For NSLP & SBP:

School Name	Physical Address	Telephone #	Contact Name	CNP Number
Crestview Heights Elementary	2750 Crestline Dr Waldport, OR 97394	541-563-3237	Mike Gass, Principal	10734
Waldport Jr/Sr High School	3000 Crestline Dr Waldport, OR 97394	541-563-3243	Amy Skirvin, Principal	10720
Yaquina View Elementary School	351 SE Harney St Newport, OR 97365	541-265-4637	Kristin Becker, Principal	15633
Sam Case Elementary School	459 NE 12th St Newport, OR 97365	541-265-8598	Marty Perez, Principal	10731
Newport Middle School	825 NE 7th St Newport, OR 97365	541-265-6601	Aaron Belloni, Principal	10722
Newport High School	322 NE Eads St Newport, OR 97365	541-265-9281	Reyna Mattson, Principal	10717
Oceanlake Elementary School	2420 NE 22nd St Lincoln City, OR 97367	541-994-5296	Mary Pitcher, Principal	10730
Taft Elementary School	4040 SE High School Dr Lincoln City, OR 97367	541-996-2136	Becca Bostwick, Principal	10733
Taft 7-12 High School	3780 SE Spyglass Ridge Dr Lincoln City, OR 97367	541-996-2115	Nick Lupo, Principal	10718
Lincoln City Career Tech High School	801 SE Hwy 101, Ste 404 Lincoln City, OR 97365	541-758-2649	Sean Larsen, Operations Manager	16724
Toledo Elementary School	600 SE Sturdevant Rd Toledo, OR 97391	541-336-5121	Liz Postelwait, Principal	10724
Toledo Jr/Sr High School	1800 NE Sturdevant Rd Toledo, OR 97391	541-336-5104	Brent Belveal, Principal	10719
Olalla LTCT Center	321 SE 3rd St Toledo, Or 97391	541-336-2254	Darren Villeneuve, Site Supervisor	14711
Siletz Valley Charter School	245 James Frank Avenue Siletz, OR 97380	541-444-1100	Casey Jackson, Principal	10732
Eddyville Charter School	1 Eddyville School Rd Eddyville, OR 97343	541-875-2942	Stacy Knudson, Principal	10728

For SFSP:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Crestview Heights	See Above	See Above	See Above	See Above
Eddyville Charter School	See Above	See Above	See Above	See Above
Frank Wade Park	1465 NE Big Creek Rd Newport, OR 97365	541-265-4858	Jenni Remillard	14562
Newport High School	See Above	See Above	See Above	See Above

Page 62 of 77

Oceanspray Family Center	1039 NW Nye St Newport, OR 97365	541-265-5326	Eva Gonzalez	13340
Oceanlake Elementary	See Above	See Above	See Above	See Above
Newport Parks & Recreation	225 SE Avery St Newport, OR 97365	541-265-4858	Jenni Remillard	13342
Toledo Public Library	173 NW 7 th St Toledo, OR 97365	541-336-2156	Rebecca Smith	15087
Olalla LTCT Center	See Above	See Above	See Above	See Above
Sam Case Elementary	See Above	See Above	See Above	See Above
Siletz Valley Charter School	See Above	See Above	See Above	See Above
Taft 7-12 High School	See Above	See Above	See Above	See Above
Toledo Elementary	See Above	See Above	See Above	See Above
Toledo Jr/Sr High School	See Above	See Above	See Above	See Above

For Vended Programs:

Name	Physical Address	Telephone #	Contact Name	CNP Number
Confederated Tribes of Siletz Indians Head Start	245 James Frank Avenue Siletz, OR 97380	541-444-2450	DeAnn Brown	21032002
Community Services Consortium Head Start Lincoln City	2130 SE Lee Ave Lincoln City, OR 97367	541-996-3028	Andrea Lengel	2103001
Community Services Consortium Head Start Toledo	845 NW A Street Toledo, OR 97391	541-996-3028	Andrea Lengel	2103001
Community Services Consortium Head Start Newport	253 NE 1 st St Newport, OR 97365	541-996-3028	Andrea Lengel	2103001

LINCOLN COUNTY SCHOOL DISTRICT **2022-23 DISTRICT-WIDE SCHOOL CALENDAR**

	MON	TUE	WED	THU	FRI	LCNSD	INSTRC DAYS	STDNT CONTACT
AUGUST						AUGUST	3	0
	1	2	3	4	5	1 Administrators Report		
	8	9	10	11	12	Student Registration Days (Check school for dates and details)		
	15	16	17	18	19	22-26 New Teacher Inservice Week		
	22	23	24	25	26	29-2 All Teachers Report		
SEPTEMBER	29	30	31			SEPTEMBER	22	19
				1	2	5 Labor Day Holiday (No School)		
	5	6	7	8	9	6 First Day of School and various orientations (check schools for details)		
	12	13	14	15	16	6-8 Kindergarten Orientation (Check Schools for details!)		
	19	20	21	22	23			
OCTOBER	26	27	28	29	30	OCTOBER	21	18
						14 LCSD Professional Development (No School)		
	3	4	5	6	7	19 Evening Conferences		
	10	11	12	13	*14	20 Conferences Day and Evening (No School)		
	17	18	19	20	**21	21 (No School**)		
NOVEMBER	24	25	26	27	28	NOVEMBER	20	18
	31					11 Veteran's Day Holiday Observed (No School)		
						23-25 Thanksgiving Break (No School)		
DECEMBER						DECEMBER	12	12
						19-30 Winter Break (No School)		
JANUARY						JANUARY	20	19
						3 All students back to School		
						16 Martin Luther King Day (No School)		
						26 End of 1st Semester		
						27 Records Day (No School)		
FEBRUARY						FEBRUARY	20	19
						13 LCSD Professional Development (No School)		
						20 President's Day Holiday (No School)		
MARCH						MARCH	18	17
						6 LCSD Professional Development (No School)		
						27-31 Spring Break (No School)		
APRIL						APRIL	20	18
						19 Evening Conferences		
						20 Conferences Day and Evening (No School)		
						21 (No School**)		
MAY						MAY	23	22
						19 LCSD Professional Development (No School)		
						29 Memorial Day Holiday (No School)		
JUNE						JUNE	11	10
						8 Seniors last day		
						9-10 High School Graduation		
						14 All students last day - End of 2nd Semester		
						15 Teachers last day/Records Day		
Total Days this Calendar						190	178	170
Total Days 2021-22						190	178	170

* = Professional Development (No School)
 = Records Day (No School)
 = Wednesday Early Release (See your school for times)
 = No School (Shaded days)
 = Conference Day (No School)
 ** = Evening Conference Trade Day (No School)
 * = Days included in Instructional time calculation, pursuant to Oregon Administrative Rule.

Appendix C Menus

All Vendors are to use the following 21-Day Cycle Menus for High School Lunch and Breakfast in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
BREAKFAST: Sausage & Egg Breakfast Sandwich Burrito w/Salsa & Sour Cream Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Spicy Chicken & Rice Burrito Bowl Ham & Cheese Sub Sandwich Chef Salad & WW Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Cherry Frudel Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Lil'Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH BBQ Pulled Pork Sandwich w/Potato Wedges American Sub Sandwich Crispy Chicken Salad & WG Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Egg & Cheese Breakfast Sandwich Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Chicken Nuggets w/Oven Baked Fries & WG Roll Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Pancakes w/Sausage Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Taco Meat & Cheese Nachos Spicy Italian Sub Sandwich Buffalo Chicken Salad & WG Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Fresh Baked Cinnamon Roll w/Icing Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Turkey Gravy over Mashed Potatoes w/WG Roll Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk
Day 6	Day 7	Day 8	Day 9	Day 10
BREAKFAST: Egg & Cheese Quesadilla Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Pancake Bites w/Cinnamon & Sugar Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Lil'Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Sausage & Cheese Breakfast Sandwich Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Apple Frudel (v) Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk	BREAKFAST: Scratch Made French Toast Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk

LUNCH BBQ Meatball Sub w/Chips Ham & Cheese Sub Chef Salad & WW Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Mini Raviolis w/WG Roll (v) American Sub Sandwich Crispy Chicken Salad & WG Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Orange Chicken & Rice Bowl Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Home Style Macaroni & Cheese (v) Spicy Italian Sub Sandwich Buffalo Chicken Salad & WG Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	LUNCH Oven Baked Comdog w/Oven Baked Tots Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk
Day 11	Day 12	Day 13	Day 14	Day 15
BREAKFAST: Waffles w/Fruit Compote Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Baja Fish Tacos w/Pico De Gallo & Mexican Slaw Ham & Cheese Sub Chef Salad & WG Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Turkey Sausage Breakfast Pizza Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Li'Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Grilled Cheese Sandwich w/Tomato Soup (v) American Sub Sandwich Crispy Chicken Salad & WG Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Breakfast Bowl w/WWToast Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Garden Noodle Bowl Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Brld Your Own Oatmeal Bowl Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Baked Penne Pasta w/WG Roll Spicy Italian Sub Sandwich Buffalo Chicken Salad & WG Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: WG Cinnamon Roll w/Icing Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Scratch Made Sloppy Joes w/Seasoned Curly Fries Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk

Day 16	Day 17	Day 18	Day 19	Day 20
BREAKFAST: Build Your Own Yogurt Bowl Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Bean & Cheese Burrito w/Salsa & Sour Cream Ham & Cheese Sub Chef Salad & WW Roll Pepperoni & Cheese Pizza Veggie Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Mini Maple Waffles Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit Smoothie w/Li'Graham Squares Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Chicken Burrito Bowl American Sub Sandwich Crispy Chicken Salad & WW Roll Pepperoni & Cheese Pizza Meat Lovers Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Bagel w/Cream Cheese Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Warm Fruit Muffin Top Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Pork Posole with Tortilla Chips Jalapeno Lime Chicken Wrap SW Taco Salad w/Chips Pepperoni & Cheese Pizza Cheesy Breadstick w/Marinara (v) Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Ham & Cheese Breakfast Sandwich Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Fruit & Yogurt Parfait Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Turkey Gravy over Mashed Potatoes w/WW Roll Spicy Italian Sub Sandwich Buffalo Chicken Salad & WW Roll Pepperoni & Cheese Pizza Chicken Bruschetta Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	BREAKFAST: Berry Muffin Tops Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Egg & Cheese Muffin Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Fish & Chips w/WW Roll Tuna Sandwich Hummus Veggie Box Pepperoni & Cheese Pizza Hawaiian Pizza Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Variety of Low Fat or Fat Free Milk
Day 21 BREAKFAST: Waffle w/Sausage Assorted Cereal/Cereal Bars/Oatmeal w/WG Toast Chocolate Chip Breakfast Round Variety Fresh or Canned Fruit Variety of Low-Fat & Fat Free Milk LUNCH Taco Burger w/Potato Wedges Ham & Cheese Sub Chef Salad & WG Roll Pepperoni & Cheese Pizza Veggie Pizza	A variety of fresh fruit and vegetables are provided daily on our offering bars at lunch. All sandwiches and burger menu items are served on whole grain rich (WGR) bread or bun. All salads are served with a whole wheat (WW) roll or corn tortilla chips. Pizzas are made on a WGR Crust.			

Day 21 Continued Cheeseburger, Hamburger, Chicken Burger, Spicy Chicken Burger or Veggie Burger w/Oven Baked French Fries or Tater Tots Variety of Canned & Seasonal Fresh Fruit and Vegetables, plus Apples, Oranges & Garden Salad Greens Variety of Low Fat or Fat Free Milk	
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All Vendors are to use the following 21-Day Cycle Menus for CACFP Supper in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

Day 1 Supper: Popcorn Chicken (12 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Applesauce (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 2 Supper: Hot Dog on WG Bun 2 M/MA 2GE Celery Sticks (3/4cup) Apple (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 3 Supper: Cheeseburger (1 WG Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Pears (1/2 cup) Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 4 Supper: Bean & Cheese Burrito (1 each) 2 M/MA Cucumber (3/4 cup) Orange (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 5 Supper: Chicken Patty Burger on WG Bun (1 each) 2M/MA 2GE Cucumber (3/4 cup) Peaches (1/2cup) 1% White Milk or Non-Fat Skim White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 6 Supper: Bean & Cheese Burrito (1 each) 2M/MA 2GE Cucumber (3/4 cup) Orange (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 7 Supper: Popcorn Chicken (12 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Applesauce (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 8 Supper: Bean & Cheese Burrito (1 each) 2 M/MA Cucumber (3/4 cup) Orange (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 9 Supper: Chicken Nuggets (5 each) 2M/MA 1 GE WW Dinner Roll (1 each) 1GE Peaches (1/2cup) Carrots (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 10 Supper: Cheeseburger (1 WG Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Apple (1 each)=1/2cup Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 11 Supper: Chicken Nuggets (5 each) 2M/MA 1 GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Pears (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 12 Supper: Whole Grain Corn Dog (1 each) 2M/MA 2GE Celery Sticks (3/4 cup) Orange (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 13 Supper: Cheeseburger (1 WW Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Peaches (1/2cup) Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 14 Supper: Chicken Patty Burger (1 each) 2M/MA 2GE Salad (1 cup)=1/2cup Apple (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 15 Supper: Hot Dog on WG Bun 2 M/MA 2GE Celery Sticks (3/4cup) Pears (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 16 Supper: Hot Dog on WG Bun 2 M/MA 2GE Celery Sticks (3/4cup) Apple (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 17 Supper: Popcorn Chicken (12 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Broccoli (3/4 cup) Applesauce (1/2 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 18 Supper: Bean & Cheese Burrito (1 each) 2M/MA 2GE Cucumber (3/4 cup) Orange (1 each)=1/2cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 19 Supper: Chicken Nuggets (5 each) 2M/MA 1GE WW Dinner Roll (1 each) 1GE Apple (1 each) =1/2cup Carrots (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)	Day 20 Supper: Cheeseburger (1 WG Bun 1 Burger patty 1 slice cheese) 2M/MA 2GE Pears (1/2 cup) Broccoli (3/4 cup) 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)
Day 21 Supper: Chicken Patty Burger (1 each) 2M/MA 2GE Salad (1 cup)=1/2cup Apple (1 each)=1/2 cup 1% White Milk or Non-Fat Skim White Milk (8 fl oz.)				

All Vendors are to use the following 21-Day Cycle Menus for SFSP Breakfast, Lunch and Snack in their response to this RFP. Vendor shall adhere to this menu for the first 21 days of service during the 2023-2024 school year.

Day 1	Day 2	Day 3	Day 4	Day 5
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Cheeseburger on WG Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Breakfast: Yogurt w/Graham Crackers Fresh Fruit 1% Unflavored Milk Lunch: Italian Sub Sand Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Breakfast: Oatmeal Choc Chip Uber Round Fresh Fruit 1% Unflavored Milk Lunch: SW Taco Salad Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Breakfast: French Toast Sticks (SR1910) Fresh Fruit 1% Unflavored Milk Lunch: BBQ Chicken Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Breakfast: Hot Oatmeal (NWR1358) w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Grilled Cheese Sand wich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk
Day 6	Day 7	Day 8	Day 9	Day 10
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Chicken Burger on Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Breakfast: Ham & Cheese Breakfast Sandwich Fresh Fruit 1% Unflavored Milk Lunch: Cheesy Breadsticks w/Marinara Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Breakfast: Oatmeal Choc Chip Uber Round Fresh Fruit 1% Unflavored Milk Lunch: BBQ Pulled Pork Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Breakfast: Breakfast on a Stick Fresh Fruit 1% Unflavored Milk Lunch: Chicken Nuggets & WW Roll Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Breakfast: Warm Bagel & Cream Cheese Fresh Fruit 1% Unflavored Milk Lunch: Ham & Cheese Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk
Day 11	Day 12	Day 13	Day 14	Day 15
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Italian Sub Sand Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Breakfast: Yogurt w/Graham Crackers Fresh Fruit 1% Unflavored Milk Lunch: Cheeseburger on WW Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Breakfast: Oatmeal Choc Chip Uber Round Fresh Fruit 1% Unflavored Milk Lunch: Hot Dog on WW Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Breakfast: French Toast Sticks Fresh Fruit 1% Unflavored Milk Lunch: American Sub Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Breakfast: Assorted Cold Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Chicken Burger Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk

Day 16	Day 17	Day 18	Day 19	Day 20
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: Chicken Nuggets w/WW Roll Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk	Breakfast: Yogurt w/Graham Crackers Fresh Fruit 1% Unflavored Milk Lunch: Italian Sub Sand Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Crunchy Apple String Cheese	Breakfast: Oatmeal Choc Chip Uber Round Fruit 1% Unflavored Milk Lunch: Hot Dog on WG Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Celery Sticks 1% Unflavored Milk	Breakfast: French Toast Sticks Fresh Fruit 1% Unflavored Milk Lunch: Cheesy Breadsticks w/Marinara Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Fresh Orange 1% Unflavored Milk	Breakfast: Warm Bagel w/Cream Cheese Fresh Fruit 1% Unflavored Milk Lunch: BBQ Pulled Pork Sandwich Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Lil' Graham Squares 1% Unflavored Milk
Day 21	All sandwiches and burger menu items are served on whole grain rich (WGR) bread or bun.			
Breakfast: Assorted Cereal w/WG Toast Fresh Fruit 1% Unflavored Milk Lunch: BBQ Chicken on WG Bun Fresh Fruit Fresh Veggie 1% Unflavored Milk Snack: Baby Carrots 1% Unflavored Milk				

Appendix D Annual Expectations Meeting

Definition:

Annual Expectations Meeting is a meeting that is always held during the first half of each school year.

Objectives:

To review progress to date on the goals and priorities set in previous meetings. To establish priorities to close the school year and expectations for the upcoming school year.

Participants:

LEA: LEA liaison(s), and Business Services Director. Board President, Superintendent and other Administrative staff should attend on an “as needed basis”.

FSMC: District Manager responsible for the contract, the General Manager and the Assistant Manager, if applicable. Vice Presidents and other company executives should attend on an “as needed basis”.

Appendix E
Accounts Payable Cut-Off Schedule

All fully approved and complete invoices with appropriate backup received in the Accounts Payable office by Monday at 5:00 will be paid on Friday of each week, unless it is a holiday week, then it will be paid the following Friday.

11.b.2. Transportation Contract Renewal

**AMENDMENT TO THE MAY 14, 2019 TRANSPORTATION AGREEMENT BETWEEN
LINCOLN COUNTY SCHOOL DISTRICT**

AND

FIRST STUDENT, INC.

THIS AMENDMENT is made and entered into as of the 3rd day of May, 2023 by and between Lincoln County School District with principal offices at 1212 NE Fogarty Street, Newport, OR 97365 ("District") and First Student, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 353 NE Burgess Road, Toledo, OR 97391 ("Contractor" and, collectively, the "Parties").

WHEREAS, the parties entered into that certain Transportation Agreement dated May 14, 2019, (hereinafter the "Agreement"); and

WHEREAS, the parties desire agree to portions thereof;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of the Agreement shall remain the same, commencing and continuing through June 30, 2024; thereafter the Agreement may be extended by mutual agreement of the parties.
2. **COMPENSATION.** Commencing July 1, 2023, new rates will go into effect as a result of existing contract increase of 5.0% for SY 23/24.
3. **NOTICE TO PARTIES.** All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to District shall be addressed to:

Kim Cusick
1212 NE Fogarty Street
P.O. Box 1110
Newport, OR 97365

Notices to CONTRACTOR shall be addressed to:

Kim Worster
First Student, Inc.
201 NE Park Plaza Drive
Suite 246
Vancouver, WA 98684

With a copy to:

General Counsel
First Student, Inc.
600 Vine Street
Suite 1400
Cincinnati, OH 45202

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year written above.

FOR THE COMPANY

Kim Worster
Senior Vice President, First Student, Inc.

11.b.3. Custodial Contract Renewal

AMENDMENT

LINCOLN COUNTY SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 3, 2023, is between LINCOLN COUNTY SCHOOL DISTRICT ("District") and SODEXO AMERICA, LLC ("Contractor").

W I T N E S S E T H:

WHEREAS, District and Contractor entered into a certain Contract dated April 13, 2004, as amended ("Contract"), whereby Contractor manages and operates District's Custodial Services operation at 1212 NE Fogarty Street, Newport, Oregon 97365 ("Premises");

WHEREAS, the parties now desire to further amend the aforesaid Contract;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Based on the following occurrences, the parties have mutually agreed to an adjustment in the Contract Price:

Current Contract Price	\$1,971,411.12
Increase 2 FTE's	\$100,131.20
US Cities Average CPI-W - Negotiated 6.06% CPI	\$119,467.51
New Contract Price effective July 1, 2023	\$2,191,009.83

Accordingly, Section III, Section 1.C. is deleted in its entirety and the following substituted therefor:

1. PRICING STRUCTURE

C. In consideration of Contractor's performance of its obligations under this Contract, District shall pay Contractor a Contract Price. The annualized Contract Price for the period commencing July 1, 2023 through June 30, 2024 shall be Two Million One Hundred Ninety One Thousand Nine and 83/100 Dollars (\$2,191,009.83). In any year which is a leap year, the fixed Contract Price shall be increased by an additional day (1/365 of the annual fixed Contract Price) to account for the additional day. District will pay Contractor the Contract Price in installment payments, which are determined by dividing the annual amount of the Contract Price by 365 days and this daily amount is applied to the billing frequency below. The Contract Price is based upon Contractor's estimates at the time of submission taking into account the financial risks assumed by Contractor and certain fees and Charges incorporated into the calculation of the Contract Price such as Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, fixed percentage of salaries and wages for health benefits, and supplies

and services at invoiced amount with Contractor retaining allowances negotiated in its national and regional procurement contracts.

Contractor shall invoice District at the beginning of each month. District shall pay the invoiced amount within thirty (30) days after the invoice date. Payment shall be made into a bank account designated by Contractor or as otherwise directed by Contractor. District shall pay interest automatically on amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

2. Pursuant to Section III, Subsection 1.D, the hourly custodial rate of pay for added optional services shall be Twenty Four and 13/100 Dollars (\$24.13), and overtime hourly rate of pay shall be Thirty Six and 19/100 Dollars (\$36.19).

3. All capitalized terms used herein shall have the same meanings set forth in the Agreement unless otherwise expressly provided in this Amendment.

4. This Amendment is effective July 1, 2023, and thereafter, unless amended. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

LINCOLN COUNTY SCHOOL DISTRICT

By:

Kim Cusick
Business Services Director

SODEXO AMERICA, LLC

By:

Brad L. Lozier
Senior Vice President

11.c. Board

11.c.1. Designation of District Office and Compass K12 Online School

11.c.2. Resolution Adopting the 2023-24 Budget

**RESOLUTION 2022/23-7
RESOLUTION ADOPTING THE BUDGET**

BE IT RESOLVED that the Board of Directors of Lincoln County School District hereby adopts the budget for fiscal year 2023-2024 in the total amount of **\$161,032,402*** now on file at the District Administrative Office, 1212 NE Fogarty Street, Newport, Oregon and on the District web site at www.lincoln.k12.or.us.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2023, and for the purposes shown below are hereby appropriated:

GENERAL FUND

Instruction	\$ 40,551,319
Support Services	31,258,203
Enterprise & Community Svcs.	90,843
Facilities, Acquis. & Constr.	5,000
Transfers	4,305,000
Debt Service	3,200
Contingency	3,750,000
Total Fund	\$ 79,963,565

SPECIAL FUNDS

Instruction	\$ 13,376,322
Support Services	10,785,262
Enterprise & Community Svcs.	4,865,611
Facilities, Acquis. & Constr.	5,368,063
Transfers	
Contingency	7,871,224
Total Fund	\$ 42,266,482

DEBT SERVICE

Debt Service	\$ 11,406,708
Transfers	1,431,650
Total Fund	\$ 12,838,358

CAPITAL PROJECTS

Support Services	\$ 459,372
Facilities, Acquis. & Constr.	3,276,018
Total Fund	\$ 3,735,390

SELF INSURANCE FUND

Support Services	\$ 1,310,000
Contingency	3,862,600
Total Fund	\$ 5,172,600

TOTAL APPROPRIATIONS - ALL FUNDS **\$ 143,976,395**

TOTAL UNAPPROPRIATED and RESERVE AMOUNTS - ALL FUNDS **\$ 17,056,007 ****

TOTAL ADOPTED BUDGET **\$ 161,032,402 ***

** Unappropriated Ending Fund Balances are in the following Funds: General Fund \$4,940,000 Special Revenue Funds \$417,000; Debt Service Fund \$11,699,007.

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for the tax year 2023-2024 upon the assessed value of all taxable property within the district:

- (1) At the rate of \$4.9092 per \$1,000 of assessed value for permanent rate tax;
- (2) In the amount of \$6,384,784 for debt service for general obligation bonds;

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Subject to the Education Limitation

Permanent Rate Tax.....\$4.9092/\$1,000

Excluded from Limitation

General Obligation Bond Debt Service \$6,384,784

FURTHERMORE, the Board of Directors of Lincoln County School District hereby directs the Superintendent to implement the 2023-2024 budget, as adopted, adjusting as necessary for up to date information.

The above resolution statements were approved and declared adopted on June 13, 2023.

12. Items of Information & Discussion

12.a. Facilities & Maintenance/Transportation/Food Services

12.a.1. Holly Farm Grading Bid Update

12.a.2. Summer Projects 2023

Facilities and Maintenance

North Area		
TAHS	SpEd Remodel	
TAHS	ADA Parking Lot	
TAHS	Carpet - Media	
TAES	Cafeteria	
TAES	Carpet- Room 30 & 7	
	Holly Farm Leveling	

West Area		
YV	Remodel Office	
YV	Seismic	
YV	Gym Curtain, Pad, Sound Panels, Batteries installation & Fire Doors Replacement	Final YV Gym with DSL
NHS	Building under grandstands	
NHS	Greenhouse & Storage Shed & Fence	Built by WHS Forestry
NHS	Boilers	

East Area		
TOHS	Mat Hoist in Cafeteria	Waiting to see wht TOHS mat room committee wants to do
TOHS	Carpet - Band Room	

South Area		
CVH	Office Remodel	
WHS	Gear Up room	
WHS	Office Remodel	

Fencing		
YV	Garden & Gate	
SC	Fence Back	
NHS - E	Gate at Grandstands	
NHS - W	Gardent Fence Gate, Shed, Greenhouse	
OLE	Front Fence	
TAHS	Move gate to front at Forestry	

Other		
TOHS	Mat Room Meeting 6/8/2023	
TOES	Playground Meeting 6/19/2023	

12.b. Board

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

12.b.2. Draft 23-24 Organizational Resolution

RESOLUTION 2023/24 – 1 DRAFT

**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 2022-2023 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 2023-2024 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 2023-2024.

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 2023-2024.

LEGAL COUNSEL

BE IT RESOLVED, that the Hungerford Law Firm is hereby designated to serve as General Counsel for the Lincoln County School District for the fiscal year 2023-2024.

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 2023-2024.

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 2023-2024.

DISTRICT REPRESENTATIVE 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 2023-2024.

AUDITOR

BE IT RESOLVED, that Pauly Rogers and Co., P.C., Certified Public Accountants, are hereby designated to serve as Auditors for the Lincoln County School District for the fiscal year 2023-2024.

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 2023-2024.

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 **all property and liability** insurance **other than Health Benefits** for fiscal year 2023-2024.

NEWSPAPERS FOR LEGAL NOTICE

Be it resolved that the Newport News Times be designated as the newspaper in which legal notices will be published for fiscal year 2023-24.

TRAVEL REIMBURSEMENT RATES

BE IT RESOLVED, that in accordance with Policy DLC the mileage reimbursement rate for 2023-2024 be set at the IRS rate of **65.5 cents**; and the meals per diem rate will be **\$70.00 (\$34 for dinner, \$19.00 for lunch and \$17.00 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 2023-2024 fiscal year:

BE IT FURTHER RESOLVED that the investment instruments as defined in ORS 294.805-294.895 are permitted for 2023-2024.

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 2** 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 2023-2024.

Duly passed this 11th day of July 2023 at the regular meeting of the Board of Directors of Lincoln County School District.

Board Chairperson

Clerk of the Board

Board Member:

	<u>Aye</u>	<u>Nay</u>
Senitila McKinley	_____	_____
Liz Martin	_____	_____
Mike Rawles	_____	_____
Peter Vince	_____	_____
Megan Cawley	_____	_____

12.c. Other

12.c.1. Reminders/Announcements

12.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 9,310 acres located here in Lincoln County but is a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation. We must remember the people of the Confederated Tribes of Siletz Indians are and will forever be the first stewards of this land, water, and fish.

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

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