



LINCOLN COUNTY SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
1212 NE Fogarty Street, Newport, OR 97365
PO Box 1110, Newport, OR 97365
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Board of Directors NOTICE OF A BOARD MEETING Lincoln County School District Business Meeting of the Board

Date Tuesday, May 13, 2025

Time 6:30 PM

Place Taft Elementary School, 4040 High School Drive, Lincoln City, OR 97367

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 6:30 PM.

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, May 13, 2025 - 6:30 PM
Taft Elementary School, 4040 High School Drive, Lincoln City, OR 97367

Agenda

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



Siletz Valley School

245 James Frank Ave, Siletz, OR 97380

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

May 5, 2024

Dr. Majalise Tolan and the Lincoln County School District Board of Directors,

I want to start by saying that we at the Siletz Valley Charter School appreciate that for the first time in a long time, we feel like we are a part of the overall school district and not a total outsider. This is something that I strived for as mayor of Siletz and now as the Siletz Valley Schools Board Chair. This is very appreciated, and we love that this relationship is building.

Last night at our school board meeting, the LCSD Bond was a big topic. I knew it would be, so I prepared for that conversation the best I could. I know my community was very unhappy the last time this bond came about. Our school received \$200,000.00 and 2 old portable buildings that Toledo High was disposing of. On the surface, people were happy we got anything. And then we watched the schools around us get major overhauls, turf football and baseball fields, rebuilt gyms and so much more. Seeing all the improvements around us caused bitterness, which stayed with us in Siletz for a very long time. Regardless of the how and why, for us in Siletz we are people who are asked to pay a tax for something that does not benefit the school in their community and it has never set well.

Now there is a bond proposal out for the district for \$73 million dollars with a possible grant opportunity down the road for another \$6 million and when I tell our citizens we will receive \$250,000.00, I'm sure you can imagine how that makes people feel. If you can't, I will tell you.

We feel left out.

Knowing our tax dollars will be paying for every other school's upgrade but ours, makes us feel like we are being treated unfairly. It feels like we are being thrown some scraps to get the votes to help pass the bond. It does not feel good. Our small



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community makes up about 900 voters. And the tribal lands, Logsden and Kernville area make up nearly another 800 voters.

More importantly to me, this is about 3,000 humans (including those too young to vote) that deserve what the rest of the humans in this county get and not less. No one out here expects to get a large share of the bond and those of us that understand the charter agreement do not have large expectations either.

However, the \$250,000.00 does little for this school. Here are the things we are looking at as known facility issues:

- Leaking ceilings
- Old pipes throughout the building
- Football grandstands are nearly condemnable
- Gyms that are badly out of repair than need new siding and likely more and ADA access
- Rusty fences
- Old heating - boiler needs to be replaced
- Single pane windows
- Doors that don't properly lock if we needed active shooter protection
- Bathrooms throughout need upgrading like in LCSD schools.

250K would not cover the cost of one single project on this list and knowing that our district schools will be getting another major overhaul and we will be getting scraps, hurts.

The Siletz Valley School District does have an idea that will make this hurt go away. I asked you some time ago, if you would ever consider selling us the property the school sits on. I know you said it would be something to consider.

Well, my proposal to you is that in the passing of this bond, the LCSD gives us this property as sole owners along with this \$250k. I know this is likely a hard idea to swallow right off but think about this. I don't know how you split up the dollars and



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cents from the bond exactly but if the two charter schools in this district were added as recipients of this bond, and the money was split equally between all the schools in the district, each school would receive around 7 million dollars worth of badly needed maintenance. I'm sure that this is not exact but regardless, it's many millions each. This would transform our school.

The Siletz school property is worth around 1 million dollars, maybe a bit more or less but in that ballpark. This would be insignificant to the district. But it would mean everything to Siletz.

What we would gain with this is everything. We would have the ability to go after grants that we currently can not go after because we are a tenant, not an owner, and that could be game changing for us.

This idea came to me because, as Mayor of Siletz, I recently had to make a similar decision. We own very little land in Siletz as a city. We certainly hold onto what we have with a firm grip. Our fire department is its own governing board, not run by the city. They needed grant dollars to upgrade, which was the best thing for Siletz as a whole. They could not get the grants as a tenant, so they needed to own the land. This was a tough sell, but we decided to transfer the ownership of that land to the fire department so they could do what is best for Siletz. We sold them the property for about the amount it will take to do the surveys, property annexation and deed transfers. As hard as this was, this was a huge win for both of us in the end and it was what is best for our entire community.

If the school and its property were to be granted to us free of charge, we could even look at something like, if the school ever ceases to exist in some capacity, the land defaults back to LCSD as owners. This is exactly what we have done with Siletz Fire.

I want to be able to support the growth of the district, and the betterment of our children, but I want this for everyone, and this will help Siletz like nothing before.



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Please consider this. If this were on the table, I would go door to door in my voting community and help get votes. I can't do that if Siletz is nearly left out again.

Very respectfully,

Will Worman

Board Chair - Siletz Valley Charter School

On behalf of the Siletz Valley Charter School Board of Directors
and Mayor - City of Siletz Oregon

541-272-1730

Good evening Superintendent Tolan,

I wanted to let you know the Eddyville Charter School Board convened a special meeting tonight to discuss the support of Bond Measure 21-232 and unanimously approved the support.

The Board also directed the Chair and Vice Chair to forward a communication to the LCSD Board to express our gratitude for consideration of funding to support ECS facilities capital improvement needs. The letter will also impress upon the LCSD Board that our critical infrastructure improvement needs far exceed the \$200-\$250k potential award to ECS if the bond is approved. We are realizing more and more that our school is limited to apply for capital improvement or seismic funds as we are not the building owner or funds were not awarded to ECS because the funding source expressed that funds have already been given to our regional area schools.

I've copied our incoming Superintendent, Matt Shorb, who will be available for discussion in the event the bond is approved.

We hope to have our letter forwarded to you by Monday morning.

Kind regards,

~Jenny

--

Virginia "Jenny" Demaris

Eddyville Charter School

Board of Directors, Board Chair 2024 - 2025

Email: jenny.demaris@lincoln.k12.or.us

Phone: (541) 270-0702

School Website: [Home | Eddyville Charter School](#)

School Phone: (541) 875-2942



EDDYVILLE CHARTER SCHOOL
1 Eddyville School Road, Eddyville OR 97343
(541) 875-2942 www.eddyvillecharterschool.org

May 12, 2025

Lincoln County School District Board of Directors
Board Chair Peter Vince
1212 NE Fogarty Street
Newport, Oregon 97365

Re: Lincoln County School District 2025 Proposed Bond Measure 21-232

Dear Board Chair Vince,

The Eddyville Charter School convened a special meeting May 7, 2025, to discuss the support of the proposed bond measure and the notification of potential funding from the Lincoln County School District if the measure passes.

Our Board unanimously approved the support of the proposed bond measure. Our Board agrees that additional funding is needed to maintain all ageing school facilities across Lincoln County.

Our Board would like to inform the LCSD Board of the critical infrastructure improvements and the limitations we have experienced in obtaining funds for these projects. We would like to encourage consideration of increasing the offering of funds to our school if the measure is passed.

Our school began operation in 1924 and, like many other schools in Lincoln County, is aging out in core building components such as roofing, siding, plumbing and electrical. ECS has honored our agreement with LCSD since 2003 to maintain and repair our facilities, but we have struggled to access capital improvement revenue due to the fact that Lincoln County School District is the property and facilities owner of our school and would need to champion these projects on our behalf.

We have identified the following as the most critical infrastructure improvements needed to maintain the integrity and safety of the shared ECS/LCSD buildings for the Lincoln County Students we serve.

- Roof, est. cost \$350,000*
- Siding Replacement, Phase II and III, \$750,000*
- Seismic retrofitting (undetermined, prior state grant application declined)
- Upgrade of fire and security alarm systems, \$85,000

*These projects are challenging for us to acquire loans or capital improvement grants without the building owner as the primary applicant.

The following outlines the infrastructure improvements we have completed with our own operational or grant funding over the past 10 years:

Infrastructure Improvements		Repairs		Upgrades	
Music Room	\$ 82,356	Roofing	\$ 46,521	Shop Building	\$ 92,467
Siding - Phase I	\$ 482,170	Plumbing	\$ 24,298	Health Room	\$ 17,677
Gym - Replace Column	\$ 42,301			Home Ec Remodel	\$ 23,694
Playground Equip.	\$ 28,013			Windows	\$ 17,657
Parking lot	\$ 118,120				
New Heaters	\$ 16,800				

Our school maintains a high graduation rate which demonstrates our continued commitment to providing quality and effective instruction to the Lincoln County students we serve.

In closing, we genuinely ask the Lincoln County School District Board of Directors to reconsider increasing the potential allocation of capital improvement funds to support the facilities owned by Lincoln County School District. The Eddyville Charter School will in return continue our excellent stewardship of the buildings, grounds and the Lincoln County Students we serve.

Sincerely,

Virginia L. Demaris

Virgina "Jenny" Demaris
Board Chair
Eddyville Charter School

cc: Majalise Tolan, LCSD Superintendent
Lynnesy Johnson, ECS Vice Chair
Eric Clendendin, ECS Superintendent

4.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)

4.c. Recognition

4.c.1. Forestry and Skills USA State Champions

4.d. LCEA Report

5. Consultant Reports/Staff Reports/Student Reports

5.a. Area Report

5.b. Student Report

5.c. Financial Report

5.c.1. Monthly Financial Report

General Fund Revenue & Expenditure Summary (Unaudited)

Fiscal Year 2024-25

Year To Date Transactions as of April 30, 2025

	Period 1 Actual July '24	Period 2 Actual Aug '24	Period 3 Actual Sept '24	Period 4 Actual Oct '24	Period 5 Actual Nov '24	Period 6 Actual Dec '24	Period 7 Actual Jan '25	Period 8 Actual Feb '25	Period 9 Actual March '25	Period 10 Actual April '25	Period 11 Projected May '25	Period 12 Projected June '25	Period 13 Projected July '25	Projected 2024-25 Totals	Adopted 2024-25 BUDGET	Year-To-Date 2024-25 Actuals	YTD Diff Budget vs. Projected	% of Budget	
REVENUES																			
LOCAL SOURCES:																			
Current year's levy					38,787,420	2,060,406	514,850	229,520	1,223,573	166,507	176,225	1,130,139	445,522	44,734,161	*	44,976,913	42,982,275	(242,752)	96%
Prior years' taxes	329	167,592	173,911	73,928	78,431	120,931	45,104	16,838	44,459	39,828	40,830	80,680	40,361	923,221	*	805,000	761,350	118,221	95%
Interest on Investments	85,647	86,034	76,359	49,617	80,717	222,453	177,852	153,920	141,421	121,390	92,903	116,247	29,403	1,433,963		1,090,000	1,195,410	343,963	110%
Fees Charged to Grants		2,618	18,595	47,391	7,951	661	68,589	36,937	-	31,161	40,891	174,516	89,036	518,347		650,000	213,903	(131,653)	33%
Rentals										-			2,500	2,500		10,000	-	(7,500)	0%
Contributions				511										511		511	511	#DIV/0!	
Other Local Income	3,236	2,492	1,713	26,527	35,110	122,541	87,764	17,322	71,424	126,328	124,412	99,170	313,033	1,031,072		1,283,546	494,458	(252,474)	39%
INTERMEDIATE SOURCES:																			
ESD - Severe Disab Support						122,973					122,973			245,946		180,000	122,973	65,946	68%
County School Fund								41,913			150,000			191,913	*	300,000	41,913	(108,087)	14%
Other, Hvy Eq Rent Tax, etc			1,215			89	1,537		70	3,227				6,137			6,137	6,137	#DIV/0!
STATE SOURCES:																			
SSF- Current Year	3,766,492	1,882,116	1,882,116	1,882,116	1,882,116	1,882,116	1,882,116	1,882,116	1,526,379	1,526,380	1,501,379			21,495,442		22,763,459	19,994,063	(1,268,017)	88%
SSF- Prior Year														0			-	-	#DIV/0!
Common School Fund							340,855						331,620	672,475	*	663,240	340,855	9,235	51%
State Timber					93,186			67,156				203,637		363,979	*	500,000	160,342	(136,021)	32%
Unrstd Grants, HCD, Wildfire								17,524		1,268,860	1,821,602			3,107,986		1,184,296	1,286,384	1,923,690	109%
FEDERAL SOURCES:																			
Federal Forest Fees										46,173				46,173			46,173	46,173	#DIV/0!
Foster Care Transp Reimb												27,954		27,954		50,000	-	(22,046)	0%
OTHER RESOURCES:																			
Interfund Transfer														0			-	-	#DIV/0!
Sale of Assets/Ins Proceeds						9,310		19,026		1,395				29,730			29,730	29,730	#DIV/0!
Beginning Fund Balance	16,939,952													16,939,952		15,281,164	16,939,952	1,658,788	111%
Total Monthly Revenues	20,795,656	2,140,852	2,153,908	2,080,091	40,964,932	4,541,480	3,118,665	2,482,271	3,007,326	3,331,248	4,071,215	1,832,343	1,251,474	91,771,462		89,737,618	84,616,429	2,033,844	94%
CUMULATIVE RESOURCES	20,795,656	22,936,508	25,090,416	27,170,507	68,135,438	72,676,919	75,795,584	78,277,855	81,285,181	84,616,429	88,687,644	90,519,988	91,771,462						

EXPENDITURES																		
Salaries (100)	640,032	921,545	2,744,439	2,876,198	3,004,145	2,821,751	2,852,456	2,951,415	2,833,003	2,731,251	2,929,087	6,916,651		34,221,973	33,893,322	24,376,235	328,651	72%
Employee benefits (200)	276,432	391,588	1,360,653	1,478,401	1,410,601	1,378,263	1,417,784	1,401,221	1,372,522	1,400,543	1,596,523	4,019,626	11,556	17,515,713	18,721,528	11,888,008	(1,205,815)	63%
Purchased services (300)	1,254,143	794,565	1,110,247	1,676,837	1,002,948	1,907,683	1,784,009	1,574,509	1,521,878	1,593,836	2,064,567	1,698,857	452,504	18,436,585	19,521,069	14,220,656	(1,084,484)	73%
Supplies (400)	97,577	175,305	322,639	121,253	144,103	181,098	105,213	64,839	63,050	170,257	210,654	300,201	208,959	2,165,150	2,365,569	1,445,335	(200,419)	61%
Capital outlay (500)		19,480								70,000	16,810		10,493	116,783	146,000	89,480	(29,217)	61%
Insurance/Other (600)	957,114	27,925	36,109	8,270	36,643	26,271	8,328	6,107	3,633	141	38,977	17,506	18,647	1,185,672	1,186,285	1,110,542	(613)	94%
Interfund Transfers (700)												4,800,005		4,800,005	4,800,005	-	-	0%
Contingency (800)														0	3,750,000	-	-	0%
Unappropriated Funds (800)														0	5,353,840	-	-	0%
Total Monthly Expenditures	3,225,299	2,330,409	5,574,087	6,160,960	5,598,441	6,315,067	6,167,790	5,998,091	5,794,085	5,966,028	11,656,624	12,952,841	702,159	78,441,880	89,737,618	53,130,257	(2,191,898)	59%
CUMULATIVE EXPENDITURES	3,225,299	5,555,707	11,129,795	17,290,755	22,889,196	29,204,263	35,372,053	41,370,144	47,164,228	53,130,257	64,786,880	77,739,721	78,441,880					
Month-end Fund Balance	17,570,357	17,380,801	13,960,621	9,879,752	45,246,243	43,472,656	40,423,531	36,907,711	34,120,953	31,486,172	23,900,764	12,780,266	13,329,582	13,329,582			31,486,172	

Revenue Assumptions:		* Local Revenue - Projected		46,931,922	
Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years		Local Revenue included in 3/5/25 SSF Estimate		47,263,623	
ODE Wildfire Funds removed as their receipt is uncertain at this time		Estimated 2024/25 SSF Adjustment (May 2026)		331,701	
Anticipated High Cost Disability 23/24 Reconciliation (339,400) & 24/25 High Cost Disability Preliminary Payment \$686,148 - moved from April, 24/25 Wildfire Grant \$1,324,854		Anticipated Ending Fund Balance		13,661,283	
23/24 Wildfire Grant \$1,268,860		Less Unappropriated Ending Fund Balance (7% Required) & Contingency		(9,103,840)	
Updated amounts from prior reports - correcting entries completed		Excess Ending Fund Balance		4,557,443	
				Depends on Actual Local Revenue at Yr End	
				\$1.66 m from Beg Fund Balance Estimate, \$1,324,854 from Wildfire Grant for 25/26 Budget	

		Monthly ADM - Prior Years						Monthly	Monthly ADM	YTD ADM	Budgeted	YTD Diff
		<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>ADMr Comparison</u>	<u>2024-25</u>	<u>2024-25</u>		
		5,523.3	5,567.9	4,892.4	5,163.5	5,095.5	4,959.1	September	4,775.6	4,775.6		
		5,549.3	5,586.5	4,945.8	5,189.8	5,111.6	4,984.2	October	4,783.3	4,767.7		
		5,541.6	5,596.7	4,968.0	5,191.8	5,109.0	4,974.9	November	4,737.4	4,757.7		
		5,538.8	5,585.9	5,089.1	5,192.9	5,098.5	4,961.0	December	4,705.5	4,746.6		
		5,512.2	5,577.6	5,054.0	5,184.1	5,095.4	4,945.4	January	4,656.8	4,726.8		
		5,491.0	5,569.1	5,052.3	5,180.8	5,103.0	4,935.4	February	4,660.4	4,716.6		
		5,476.0	COVID-19	5,048.6	5,170.4	5,101.0	4,911.4	March	4,662.1	4,709.8		
		5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6	4,872.3	April	4,644.5	4,700.5	4,752.7	(52.2)
		5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8	4,859.1	May				
		5,482.5		5,090.2	5,122.6	5,007.0	4,833.5	June				
		5,482.5		5,090.2	5,122.6	5,072.2	4,916.2	June YTD				

Expenditure Assumptions:

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

11

Page 1

Lincoln County School District
2024-25 Monthly Comparison - General Fund Projected to Actual
April 2025

REVENUES	Projected**	Actual	Actual Compared to Projected	Comments
LOCAL SOURCES:				
Current year's levy	163,111	166,507	3,396	*
Prior years' taxes	30,451	39,828	9,377	*
Interest on Investments	86,989	121,390	34,400	
Fees Charged to Grants	72,394	31,161	(41,233)	Varies based on actual expense
Rentals	2,500	0	(2,500)	
Contributions			-	
Other Local Income	107,045	126,328	19,283	
INTERMEDIATE SOURCES:				
ESD - Severe Disability Support			-	
County School Fund			-	*
Other, Hvy Eq Rent Tax, etc		3,227	3,227	
STATE SOURCES:				
SSF- Current Year	1,526,379	1,526,380	1	*
SSF- Prior Year			-	*
Common School Fund			-	*
State Timber			-	*
Unrestricted Grants	929,460	1,268,860	339,400	* 23/24 Wildfire Grant revenue
FEDERAL SOURCES:				
Federal Forest Fees		46,173	46,173	
Foster Care Transport Reimb			-	
OTHER RESOURCES:				
Interfund Transfer			-	
Sale of Assets/Ins Proceeds		1,395	1,395	
Beginning Fund Balance				
Total Monthly Revenue	2,918,330	3,331,248	412,918	
EXPENDITURES				
Salaries (100)	2,782,946	2,731,251	(51,696)	
Employee benefits (200)	1,560,853	1,400,543	(160,309)	
Purchased services (300)	1,697,157	1,593,836	(103,321)	
Supplies (400)	160,232	170,257	10,025	
Capital outlay (500)	8,647	70,000	61,353	
Insurance/Other (600)	11,020	141	(10,879)	
Interfund Transfers (700)			-	
Contingency (800)				
Unappropriated Funds (800)				
Total Monthly Expenditures	6,220,855	5,966,028	(254,827)	

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

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

Lincoln County School District
2024-25 General Fund - Purchased Services Monthly Comparison
April 2025

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	1,413	6,627	19,480	42,123	57,061	15,108	61,942	32,197	25,032	26,693			287,676
Cleaning Services	190,642	191,984	191,835	190,642	194,394	C	383,744	192,357	192,133	198,842			1,926,572
Repairs & Maint	4,554	4,456	27,865	9,578	10,930	12,107	33,585	12,481	10,997	30,011			156,563
Rentals	4,846	20,039	22,622	1,599	1,615	1,615	5,497	1,789	2,234	1,669			63,526
Utilities	30,042	15,424	126,738	106,931	107,144	159,577	189,339	176,352	177,379	178,116			1,267,041
Transportation	1,297	11,543	B	157,619	761,602	43,332	1,158,696	548,212	609,381	555,707	521,734		4,369,122
Travel	20	6,761	6,609	6,685	6,536	5,773	7,196	2,803	8,485	14,326			65,194
Telephone		8,210	4,772	14,560	9,674	4,534	13,232	4,737	8,237	17,163			85,120
Postage	1,695	2,245	3,732	3,565	6,372	2,214	3,262	5,078	2,114	3,857			34,134
Advertising		20			700			283	45				1,048
Printing & Binding		9,055	7,843	14,818	10,418	7,688	11,027	10,656	11,266	10,537			93,309
Data Lines		60	127	459	457	127	1,780	524	60	921			4,516
Charter School Pmts	972,459	486,971	486,971	486,971	486,971	486,971	486,971	486,971	486,971	486,971			5,355,198
Tuition		29,728	29,728	28,769	29,728	28,769	29,728	29,728	26,851	29,728			262,755
Audit Services						17,770				13,100			30,870
Legal Services		165	11,531	7,133	2,218	2,718		472		232			24,469
Architect/Engr Svcs													-
Neg/Labor Consltg													-
Managemnt Svcs									D	13,508	6,742		20,249
Data/Tech Svcs		75	5,430		1,500	3,000	1,500	1,500		3,000			16,005
Election Services													-
Other Gen Prof Svcs	47,176	1,203	7,344	1,404	33,898	1,016	6,995	7,201	859	50,194			157,290
Total	1,254,143	794,565	1,110,247	1,676,837	1,002,948	1,907,683	1,784,009	1,574,509	1,521,878	1,593,836	-	-	14,220,657

For Reference Only:

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

Balance of

Purchased Services	280,387	296,052	465,657	428,264	472,645	262,017	748,826	478,158	479,199	585,131	-	-	A
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Notes:

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

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

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

C: December custodial invoice not received until January

D: Wright Public Affairs - Bond Services

Updated Amounts from original reports - Correcting entries have been done

LINCOLN COUNTY SCHOOL DISTRICT

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	1,120,618		1,096,054	24,564
Intermediate			23180.5	
State	3,161,182		2,531,322	629,860
Federal	8,052,219		3,880,782	4,171,437
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	2,000,227		2,536,856	(536,629)
Total Revenues	14,334,246		10,068,195	4,266,051
Expenditures:				
Instruction	5,732,583	1,570,176	3,806,178	356,228
Support Services	6,477,446	941,517	3,015,633	2,520,295
Enterprise	588,595	99,232	294,512	194,851
Facilities Acq & Const	1,360,860	456	833,161	527,242
End Fund Bal/Tfrs	174,763			174,763
Total Expenditures	14,334,246	2,611,382	7,949,485	3,773,379
Fund Balance			2,118,710	***
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales	100,000			100,000
Beg. Fund Balance*	94,975		95,154	(179)
Total Revenues	194,975	0	95,154	99,821
Expenditures:				
Instruction	94,975		8,875	86,100
Support Services				0
End Fund Balance	100,000			100,000
Total Expenditures	194,975	0	8,875	186,100
Fund Balance			86,279	
Less Encumbered			0	
Available for Expenditure			86,279	
Musical Instruments (287)				
Revenues:				
Transfers	100,000			100,000
Beg. Fund Balance*	495,640		434,822	60,818
Total Revenues	595,640		434,822	160,818
Expenditures:				
Instruction	355,000		1,166	353,834
Support Services	40,640			40,640
End Fund Balance	200,000	200,000		0
Total Expenditures	595,640	200,000	1,166	394,474
Fund Balance			433,656	
Less Encumbered			200,000	
Available for Expenditure			233,656	

* Beginning Fund Balances are Audited

** Fund Balances do NOT include encumbered expenditures

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

2024-25 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of April 30, 2025 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	528,774		323,657	205,117
Beg. Fund Balance*			0	0
Total Revenues	528,774		323,657	205,117
Expenditures:				
Instruction	487,534	162,060	333,858	(8,384)
Support Services	32,712	2,227	27,101	3,384
Enterprise	8,528		5,309	3,219
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	528,774	164,287	366,268	(1,781)
Fund Balance			(42,611)	***
Student Investment Account (289/989)				
Revenues:				
State	5,670,715		5,670,715	0
Beg. Fund Balance*			0	0
Total Revenues	5,670,715		5,670,715	0
Expenditures:				
Instruction	2,459,749	767,688	1,679,577	12,484
Support Services	2,984,966	883,980	1,940,536	160,450
Enterprise	226,000	3,027	204,559	18,414
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	5,670,715	1,654,696	3,824,672	191,348
Fund Balance			1,846,043	***
Curriculum (290)				
Revenues:				
Local			143,355	(143,355)
Transfers	2,000,000			2,000,000
Beg. Fund Balance*	3,624,186		3,615,733	8,453
Total Revenues	5,624,186		3,759,088	1,865,098
Expenditures:				
Instruction	281,460	546,178	309,629	(574,346)
Support Services			565.48	(565)
Contingency	5,342,726			5,342,726
End Fund Balance				
Total Expenditures	5,624,186	546,178	310,194	4,767,814
Fund Balance			3,448,894	
Less Encumbered			0	
Available for Expenditure			3,448,894	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo Jr/Sr HS				
Revenues:				
Local			5,891	(5,891)
State	74,300			74,300
Beg. Fund Balance *	146,069		152,085	(6,016)
Total Revenues	220,369		157,977	62,392
Expenditures:				
Instruction	65,691	3,120	15,592	46,979
Support Services	22,361	531	7,100	14,731
Enterprise				0
Facilities Acq & Const				
Conting/End Fund Bal	132,317	74,300		58,017
Total Expenditures	220,369	77,951	22,691	119,727
Fund Balance			135,285	
Less Encumbered			77,951	
Available for Expenditure			57,334	
High School Success (292)				
Revenues:				
State	1,706,547		398,108	1,308,439
Beg. Fund Balance *			0	0
Total Revenues	1,706,547		398,108	1,308,439
Expenditures:				
Instruction	841,535	245,589	414,698	181,248
Support Services	841,011	102,022	486,146	252,844
Facilities Acq & Const	24,000		24,000	
End Fund Balance				
Total Expenditures	1,706,547	347,610	924,844	434,092
Fund Balance			(526,736)	***
Building Maintenance (293)				
Revenues:				
Local	71,022		53,972	17,050
State				
Federal				
Fund Tfrs/Asset Sales	1,300,000			1,300,000
Beg. Fund Balance *	2,225,881		2,065,990	159,891
Total Revenues	3,596,903		2,119,963	1,476,941
Expenditures:				
Instruction	300,000			300,000
Support Services	1,216,500	32,054	286,497	897,949
Enterprise				
Facilities Acq & Const	2,080,403	30,439	881,984	1,167,980
End Fund Bal/Tfrs				
Total Expenditures	3,596,903	62,493	1,168,481	2,365,929
Fund Balance			951,481	
Less Encumbered			62,493	
Available for Expenditure			888,988	

LINCOLN COUNTY SCHOOL DISTRICT

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	239,500		128,014	111,486
State	35,000		32,153	2,847
Federal	3,299,661		1,824,246	1,475,415
Fund Tfrs/Asset Sales			57,434	(57,434)
Beg. Fund Balance *	400,000		556,043	(156,043)
Total Revenues	3,974,161		2,597,889	1,376,272
Expenditures:				
Instruction	116,323	33,842	81,549	931
Support Services	34,870	5,981	29,915	(1,026)
Enterprise	3,822,968	1,475,466	2,047,221	300,281
Facilities Acq & Const			124,111	(124,111)
End Fund Balance				0
Total Expenditures	3,974,161	1,515,289	2,282,796	176,075
Fund Balance			315,092	***

Student Activities (295)				
Revenues:				
Local	1,300,000		1,083,019	216,981
Beg. Fund Balance *	1,500,000		1,202,434	297,566
Total Revenues	2,800,000		2,285,452	514,548

Expenditures:				
Instruction	1,470,000	98,799	866,235	504,967
Support Services	110,000	1,072	17,345	91,583
Enterprise	50,000	20	35,254	14,726
Contingency	1,170,000			1,170,000
Total Expenditures	2,800,000	99,891	918,833	1,781,276
Fund Balance			1,366,619	
Less Encumbered			99,891	
Available for Expenditure			1,266,728	

Outdoor School for All (296)				
Revenues:				
State	327,689		621	327,068
Total Revenues	327,689		621	327,068

Expenditures:				
Instruction	307,906	29,326	43,850	234,730
Support Services	19,783		561	19,222
Total Expenditures	327,689	29,326	44,411	253,952
Fund Balance			(43,790)	***

ODE Facilities Grants (297)				
Revenues:				
State Sources				0
Total Revenues	0	0	0	0

Expenditures:				
Support Services	10,000			10,000
Total Expenditures	10,000	0	0	10,000
Fund Balance				

* Beginning Fund Balances are Audited

** Fund Balances do NOT include encumbered expenditures

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

2024-25 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of April 30, 2025 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	38,015		145,388	(107,373)
Federal				
Transfers	1,300,000			1,300,000
Beg. Fund Balance*	3,310,915		3,385,061	(74,146)
Total Revenues	4,648,930		3,530,449	1,118,481
Expenditures:				
Instruction			8,286	(8,286)
Support Services	539,915	38,334	299,158	202,423
Contingency	500,000			500,000
End Fund Balance	3,609,015			3,609,015
Total Expenditures	4,648,930	38,334	307,444	4,303,152
Fund Balance			3,223,004	
Less Encumbered			38,334	
Available for Expenditure			3,184,670	

Vehicle Replacement (299)				
Revenues:				
Local	52,050		74,950	(22,900)
Sale of Assets				0
Beg. Fund Balance *	35,455		103,894	(68,439)
Total Revenues	87,505		178,844	(91,339)

Expenditures:				
Support Services	87,505	55,348	57,434	(25,276)
End Fund Balance				
Total Expenditures	87,505	55,348	57,434	(25,276)
Fund Balance			121,410	
Less Encumbered		Next Yr Courier Van	55,348	
Available for Expenditure			66,062	

PERS Bonds Debt Service (320)				
Revenues:				
Local	4,963,418		3,627,811	1,335,607
Beg. Fund Balance *	10,190,020		10,155,084	34,936
Total Revenues	15,153,438		13,782,895	1,370,543

Expenditures:				
Debt Service	6,410,917		550,458	5,860,459
End Fund Balance	8,742,521	8,742,521		0
Total Expenditures	15,153,438	8,742,521	550,458	5,860,459
Fund Balance			13,232,437	

GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,489,976		6,379,009	110,967
Transfers	6,515,005			6,515,005
Beg. Fund Balance *	1,350,977		2,815,974	(1,464,997)
Total Revenues	14,355,958		9,194,983	5,160,975

Expenditures:				
Debt Service	378,776		358,350	20,426
Transfers	6,515,000			6,515,000
End Fund Balance	7,462,182	7,462,182		0
Total Expenditures	14,355,958	7,462,182	358,350	6,535,426
Fund Balance	15		8,836,633	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	588,020		580,264	7,756
Beg. Fund Balance *	1,659,350		1,814,942	(155,592)
Total Revenues	2,247,370		2,395,206	(147,836)

Expenditures:				
Support Services	282,370			
Facilities Acq & Const	1,965,000	48,357	462,744	1,453,899
End Fund Balance				
Total Expenditures	2,247,370	48,357	462,744	1,736,269
Fund Balance			1,932,462	
Less Encumbered			48,357	
Available for Expenditure			1,884,105	

Future Property Purchases Reserve (420)				
Revenues:				
Local			47,285	(47,285)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,125,265		1,126,240	(975)
Total Revenues	1,125,265		1,173,525	(48,260)

Expenditures:				
Facilities Acq & Const	1,125,265			1,125,265
Total Expenditures	1,125,265			1,125,265
Fund Balance			1,173,525	

Dental/Vision Self Insurance (610)				
Revenues:				
Local	983,456		717,930	265,526
Beg. Fund Balance *	1,212,504		1,333,152	(120,648)
Total Revenues	2,195,960		2,051,082	144,878

Expenditures:				
Support Services	860,518		843,824	16,694
Contingency	1,335,442			1,335,442
Total Expenditures	2,195,960		843,824	1,352,136
Fund Balance			1,207,257	
Less Encumbered			0	
Available for Expenditure			1,207,257	

District Medical Group HRA (620)				
Revenues:				
Local	904,573		821,510	83,063
Beg. Fund Balance	2,664,117		2,867,959	(203,842)
Total Revenues	3,568,690		3,689,469	(120,779)

Expenditures:				
Support Services	440,000	2,048	526,906	(88,954)
End Fund Balance	3,128,690			3,128,690
Total Expenditures	3,568,690	2,048	526,906	3,039,736
Fund Balance			3,162,562	
Less Encumbered			2,048	
Available for Expenditure			3,160,514	

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over \$25,000 - All Funds
2024-25 Fiscal Year
APRIL 2025

Date	Payee	Description	Amount
4/4/2025	WAXIE	CUSTODIAL SUPPLIES	\$ 32,485.69
4/4/2025	LATHAM CENTERS, INC.	TUITION-SPECIAL ED OUT OF STATE PLACEMENT	\$ 29,727.76
4/4/2025	SODEXO, INC & AFFILIATES (CUST)	24-25 CUSTODIAL CONTRACT	\$ 192,332.49
4/11/2025	SAVVAS LEARNING COMPANY LLC	LITERACY TRAINING, PROFESSIONAL DEVELOPMENT	\$ 57,000.00
4/11/2025	EDDYVILLE CHARTER SCHOOL	24-25 SSF PAYMENTS	\$ 233,437.78
4/11/2025	FIRST STUDENT, INC.	STUDENT TRANSPORTATION	\$ 500,653.32
4/11/2025	SILETZ VALLEY CHARTER SCHOOL	24-25 SSF PAYMENTS	\$ 223,936.86
4/18/2025	LINCOLN COUNTY SHERIFFS DEPARTMENT	SCHOOL RESOURCE OFFICERS WHS AND TOHS	\$ 45,000.00
4/25/2025	ENOME, INC	25-26 GOALBOOK SOFTWARE	\$ 26,239.50
4/25/2025	DIGITAL INSURANCE LLC	GROUP HRA MANAGEMENT SEMI-ANNUAL FEE	\$ 35,925.00

**LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
April 30, 2025**

Oregon State Treasury - Local Government Investment Pool	
Beginning Balance	\$ 51,150,845
Additions	1,393,856
Reductions	-
Ending Balance	\$ 52,544,701

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds	
Beginning Balance	\$ 2,312,477
Additions	261,089
Reductions	-
Ending Balance	\$ 2,573,566

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds	
Beginning Balance	\$ 3,091,674
Additions	346,100
Reductions	-
Ending Balance	\$ 3,437,774

Oregon Coast Bank - Money Market Account	
Beginning Balance	\$ 13,456,256
Additions	51,429
Reductions	-
Ending Balance	\$ 13,507,685

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)	
3.8% APY	
Beginning Balance	\$ 1,863,584
Additions	
Reductions	-
Ending Balance	\$ 1,863,584

Monthly Totals	
Beginning Balance	\$ 71,874,836
Additions	\$ 2,052,473
Reductions	\$ -
Ending Balance	\$ 73,927,310

<u>Interest Rates</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>
LGIP	4.70%	4.64%	4.60%
Oregon Coast Bank	4.86%	4.78%	4.65%

5.d. First Student Report (Written)

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

1. **Intent-to-Return Letters**

It is that time of the year, when we wind down the current school year and start preparing for the next school year. During the month of May, we send out a letter to our employees to inquire about their intent for the next school year. Our drivers and monitors can choose from three options: (1) Count me in!, (2) I will not return, and (3) Not sure. I approach anybody who is unsure or decides to not return with a one-on-one conversation to make sure that we do all we can to keep employees on board if at all possible. So far, I know of one south driver who will not return next school year.

2. **Safety Preparations for Spring & Summer**

Warmer weather and longer days bring added challenges for school bus drivers, including:

- **Traffic & Construction** – More events, vacations, and roadwork increase congestion and detours.
- **Weather Changes** – Rain, wind, and heat can affect road conditions and vehicle control.
- **Pedestrians & Cyclists** – Outdoor activity increases; extra caution is needed near bus stops and neighborhoods.
- **Vehicle Strain** – Heat can impact performance; routine maintenance is essential.
- **Sun Glare** – Bright sunlight can reduce visibility; use visors, sunglasses, and keep windshields clean. Staying alert, adjusting to conditions, and maintaining vehicles help ensure student safety during these seasons.

3. **'Tis the Season for Recruiting**

In the coming months, we will engage in various recruiting and retention events. Our recruiters are preparing for the various parades, fairs, markets and other community events...we even have Safety Dog for a few of these events. Our summer retention events this year will include the End-of-the-Year Picnic, the Lu`au and a Chili Cookoff. Please see the dates below. You are more than welcome to join us for any or all events.

4. **Burritos and Bonds**

On 05/06/2025, Dr. Tolan held a zoom meeting to share information on the Bond with our First Student employees. At the same time, we are celebrating a belated Cinco de Mayo with breakfast burritos and Jarritos soda.

5. **Driver/Candidate Comparison Report (as of 05/05/2025)**

	4/1/2025		5/5/2025	
Lincoln County Bus Routes	74	Driver Shortage	74	Driver Shortage
Drivers on hand (LOA excluded)	57	17	59	15
Out of Town Drivers	0	17	1	14
Routes not currently serviced (combos)	17	17	17	17
Other Considerations:				
Cover Drivers positions not staffed	6	23	6	21
Route Monitor positions not staffed	0		0	
Drivers on LOA/FMLA/WC (Regular & Casual)	0		1	
Casual Drivers with limited availability	7		7	
LCSD & FS Staff Able to Drive	4		4	

Data is subject to frequent changes.

Our pipeline has three candidates in active training, and we still have fifteen candidates who are at varying stages in the pre-hire process (Interview, Offer, BG Check, DOT Physical).

6. **Upcoming Events**

May 26-Memorial Day	July 3 to 5-Lincoln County Fair, Lincoln City & Newport
June 11-Last Day of School	July 12-Summer Festival Parade, Toledo
June 13-Employee Picnic at Beverly Beach	July 16-Luau at Ona Beach
June 14-Beachcomber Parade	August 5-National Night Out, Various Locations
June 16 to July 3-Summer Program	August 13-Chili Cook-off, Toledo
June 19-Juneteenth	

5.e. Food Services Presentation

5.e.1. Nutrition Services Report

THE MONTHLY FEED - MAY 2025

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



2025 FARM TO SCHOOL SPRING PROCUREMENT GATHERING

On April 24th, Jamie Nicholson and Patty Graves participated in the 2025 Farm to School Procurement Gathering in Central Point, OR. This annual event sponsored by the Rogue Valley Farm to School team connects schools to local farmers with a focus on bringing more local foods to school meals. This year's event highlighted proteins such as beef and pork. Attendees met at the Rusted Gate Farm, a non-profit farm dedicated to innovative farming technologies and supporting small farms. Best practices and regulations were shared by the OR Department of Agriculture and USDA processor inspector. LCSD Nutrition Services staff were asked to speak on the school perspective during a panel discussion as topic experts. The team shared struggles and wins they have faced over the last 5 years to implement local foods in school meals. They highlighted Farm Fresh Friday spotlights which celebrate local ranchers and the impact local purchases have on the students, schools, and community. Additional discussions revolved around seafood in schools and how to get products to Southern Oregon so they can enjoy all the sea has to offer. A legislative update on 25/26 school year funding was discussed, with many questions remaining unanswered for the future of Farm to School in Oregon.



SODEXO - TAKING LCSD PRACTICES TO MONTANA AND NATIONWIDE!



Last week, Sodexo Area Manager Patty Graves made Three Sisters seed kits to send to a Montana School District to share just one of the fun garden activities we do annually in Lincoln County. The Three Sisters planting project, originally started at Yaquina View Elementary, has grown to a student favorite annual event. Students grow corn, squash and beans in a native companion planting practice each spring and then harvest the products, using them in school meals and saving corn for the following year's planting. Sodexo, a nationwide company, is using the practices we have created in Lincoln County to support the Farm to School movement and elevate school meals across the US.

WHAT'S GROWING ON? -LCSD SCHOOL GARDENS-

Newport School Garden Program Plant Sale

WHEN?
May 22nd &
23rd
3:30-5:00 pm

WHERE?
Newport Middle
School
825 NE 7th St
(NE Corner of the
Building)

WHY?
To raise money
for school
garden
programs in
Newport Schools

WHAT?
Flower, Veggie, &
Herb Starts,
House Plants,
Seeds, and
MORE



FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)



The Fresh Fruit and Vegetable Program (FFVP) is an important tool in our effort to combat childhood obesity. The program has been successful in introducing elementary school children (K-8) to a variety of produce that they otherwise might not have the opportunity to try. *Some of this month's offerings include: Purple Cauliflower, Honeydew Melon, Black Grapes, Tomatillos, Strawberries, and Kiwi.*

DID YOU KNOW?

Purple cauliflower gets its color from anthocyanins, which are antioxidants also found in red cabbage. While white cauliflower is part of the cabbage family, purple cauliflower is part of the broccoli family.



AWARDS

The Nutrition Services Staff was honored to be awarded a LCSD 24/25 Superintendent's Award.

Praise for Nutrition Services:

We are honoring all the staff that work for LCSD Food Services Department and Sodexo Food Services. I specifically want to speak about the following four, though. Kim Cusick, Jamie Nicholson, Patty Graves, and Sara Gibson. The Nutrition Services and Sodexo management team work hand in hand to provide local food options for all 4800 students in LCSD. The amount of state and federal reporting to maintain our programs is extensive, and they do it with attention to detail and a thoughtfulness that currently provides free meals for all LCSD students and is well on the way to having school gardens in all 11 schools. Current growing and planning has us on pace to hold the first ever Garlic Palooza in October 2025.

Nominated by: Dr Majalisse Tolan



Want to be part of an amazing team?

Go to us.sodexo.com or call (541) 336-2156.



@lcsdschoolgardens

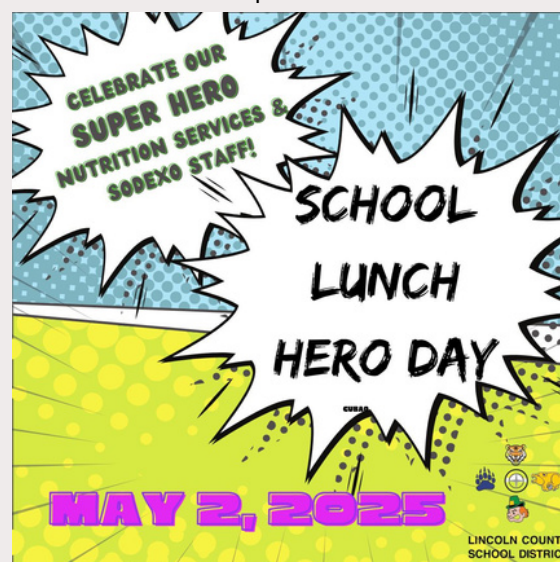


@Lincoln County Oregon School
Gardens

WITH ONLY A HANDFUL OF DAY LEFT OF THE 24/25 SCHOOL
YEAR, WE CONGRATULATE THE CLASS OF 2025!

LUNCH HERO DAY

School Lunch Hero Day is celebrated on the first Friday of May each year to recognize and appreciate the hard work and dedication of school nutrition professionals.



5.f. Custodial Services Report (Written)



END OF THE MONTH
REPORT- CUSTODIAL
APRIL 2025

SODEXO & LINCOLN COUNTY SCHOOL DISTRICT

MONTHLY SNAPSHOT

- Construction clean & wax under new Kitchen equipment at Tol.H.S.
- Started Safety Bingo with all hourly staff.
- Chariot scrubber fixed at NHS
- Principals helping to drive CLASS program in K-6
- Successfully gathered all the confiscated vapes from all schools. Working with FM to properly dispose of these hazards.



CHALLENGES

Berries in classrooms: ordered new mops to decrease the time it takes to clean affected areas. (getting better as **CLASS** standards are increasing)

Time Management: We are creating new & updated daily, weekly, monthly etc. checklists to help keep odd jobs that we do seldomly, not fall through the cracks.

Currently down 2 EEs. Taking applications for on-call subs. Working with site admin and EEs for solutions while we onboard new candidates.

SAFETY

 Injuries/Incidents: 0 for April. YTD 4 (1 non-recordable, 1 recordable and 2 medical emergency)

 Loss Time: 0

 Safe Schools: n/a

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

 Monthly Safety training: safety working with machines & equipment operations

- 6. Board Reports
- 7. Superintendent's Report
 - 7.a. Potential Bond Updates
 - 7.b. Policy Update KAB & JBA/GBN - First Read

Lincoln County School District Sample Policy

Code: JBA/GBN
Adopted:

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures¹.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties² shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive, or hostile environment.

¹ {Common complaint procedures that may also be involved include: Nondiscrimination (Board policy AC), Workplace Harassment (Board policy GBEA), [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, Teen Dating Violence and Domestic Violence – Student (Board policy JFCF), and Reporting Requirements for Suspected Sexual Conduct with Students (Board policy JHFF/GBNAA).}

² “Third party” means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) at a school-sponsored activity or program; or 3) off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

3. Assault when sexual contact occurs without consent³.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the conduct is not the product of sexual intent or a person finding another person, or another person's actions, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

<u>Name</u>	<u>Position</u>	<u>Phone</u>	<u>Email</u>
Tiana DeVries	Human Resources Director	541-265-4436	tiana.devries@lincoln.k12.or.us

This individual is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. This person is also designated as the Title IX coordinator. *See* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;
2. Staff member is protected and to promote a nonhostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to report their concerns to district officials, this includes officials such as the principal, compliance officer or

³ "Without consent" means an act performed: (a) without the knowing, voluntary and clear agreement by all parties to participate in the specific act; or (b) when a person who is a party to the act is incapacitated by drugs or alcohol; unconscious; or pressured through physical force, coercion or explicit or implied threats to participate in the act.

superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;

4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person⁴ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁵:

1. Name and contact information for all person designated by the district to receive complaints;
2. The rights of the person that the notification is going to;

⁴ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

⁵ Remember confidentiality laws when providing any information.

3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines;
4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
 - b. For the reported persons, information about and contact information for state and community-based mental health services.
8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;
2. Use print that is of a color, size and font that allows the notification to be easily read; and
3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity⁶;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

⁶ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX coordinator receiving the person's verbal or written report. The report can be made at any time.

Tiana DeVries, Human Resources Director, is designated as the Title IX coordinator and can be contacted at 541-265-4436. The Title IX coordinator will coordinate the district's efforts to comply with its responsibilities related to this policy. The district prominently will display the contact information for the Title IX coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁷ The district shall treat complainants and respondents equitably by providing supportive measures⁸ to the complainant and by following a grievance procedure⁹ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.¹⁰

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹¹ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

⁷ (Title 34 C.F.R. § 106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁸ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁹ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

¹⁰ The Title IX coordinator may also discuss that the Title IX coordinator has the ability to file a formal complaint.

¹¹ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

No Retaliation

Neither the district or any person may retaliate¹² against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX coordinator shall be prominently published in the district student/parent handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

¹² Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

[ORS 243](#).706
[ORS 332](#).107
[ORS 342](#).700
[ORS 342](#).704
[ORS 342](#).708

[ORS 342](#).850
[ORS 342](#).865
[ORS 659](#).850
[ORS 659A](#).006
[ORS 659A](#).029

[ORS 659A](#).030

[OAR 581](#)-021-0038
[OAR 584](#)-020-0040
[OAR 584](#)-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

OSBA Model Sample Policy

Code: KAB
Adopted:

Parental Rights**

The Board recognizes the importance of promoting parental input in decision making related to their student's health and general well-being; in determining district and student needs for educational services; and in program development and district operations. To assist the district in this effort, and in accordance with law, the district affirms the right of parents, upon request, to inspect:

1. A survey created by a third party before the survey is administered or distributed by the district to a student, including any district survey containing "covered survey items"¹;
2. Any instructional material used by the district as part of the educational curriculum for the student;
3. Any instrument used in the collection of personal information from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose.

As provided by law, parents of district students will also, upon request, be permitted to excuse their student from "covered activities"². The rights provided to parents under this policy, transfer to the student when the student turns 18 years of age, or is an emancipated minor under applicable state law.

The superintendent will ensure that activities requiring parental notification are provided as required by law and that reasonable notice of the adoption or continued use of this policy is provided to parents of students enrolled in district schools. The input of parents will be encouraged in the development, adoption and any subsequent revision of this policy.

The superintendent shall develop administrative regulations to implement this policy, including provisions as may be necessary to ensure appropriate notification to parents of their rights under federal law and district procedures to request review of covered materials, excuse a student from participating in covered activities and protect student privacy in the event of administration or distribution of a survey to a student.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

¹ "Covered survey items" include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

² "Covered activities," requiring notification, include activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more of covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance and administered and scheduled by the school in advance. See the administrative regulation for additional definitions.

Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2012).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2012).

8. Adoption of the Consent Calendar

8.a. Board

8.a.1. Minutes of the Board

8.a.2. Policy Update - JEA - Second Read/Adoption

OSBA Model Sample Policy

Code: JEA
Adopted:

Compulsory Attendance**

{Highly Recommended. ORS 339.010 requires the attendance of children between the ages of 6 and 18 years who have not completed grade 12 in public school; ORS 339.020 compels parents or guardians of the child to maintain attendance in public school unless otherwise exempted.}

Except when exempt by Oregon law, all children between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public, full-time school during the entire school term. Persons having ~~legal~~ control of a child between the ages 6 and 18, who has not completed the 12th grade, are required to ~~have~~ send the child ~~attend~~ to school and maintain the child in regular attendance during the entire school term.

All children five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school. Persons having ~~legal~~ control of a child, who is five years of age and ~~has~~ who have enrolled the child in a public school, are required to ~~have~~ send the child ~~attend~~ to school and maintain the child in regular attendance during the school term.

Attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. [A citation for violation of ORS 339.035 may be issued.]

~~The district will develop procedures for issuing a citation.~~

A parent who is not supervising their child by requiring school attendance may also be in violation of Oregon Revised Statute (ORS) 163.577(1)(c); failing to supervise a child is a Class A violation.

Exemptions from Compulsory School Attendance

In the following cases, children shall not be required to attend public, full-time schools:

1. Children being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. Children proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. Children who have received a high school diploma or a modified diploma.
4. Children being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.
5. Children being educated in the home by a parent, legal guardian or private teacher[:][.]
 - a. [When a student is taught or is withdrawn from a public school to be taught by a parent, legal guardian or private teacher, the parent, legal guardian or private teacher must notify the [] Education Service District (ESD) in writing within 10 days of such occurrence. In addition,

when such a ~~home-schooled~~ student moves to a new ESD, the parent, guardian or private teacher shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, the school districts of ~~home-schooled~~ students who are registered with the ESD and reside in their district;

- b. Each child being taught ~~by a parent or private teacher~~ as described above shall be examined no later than August 15, following grades 3, 5, 8 and 10:
 - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew from public school;
 - (2) If the child never attended public or private school, the first examination shall be administered prior to the end of grade 3.
 - c. Procedures for homeschooling students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029;
 - d. Examinations ~~testing each child~~ shall be from the list of approved examinations from the State Board of Education;
 - e. The examination must be administered by a neutral, individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
 - f. The person administering the examination shall score the examination and report the results to the parent or guardian. Upon request of the ESD superintendent, the parent or guardian shall submit the results of the examination to the ESD;
 - g. All costs for the test instrument, administration and scoring are the responsibility of the parent or guardian;
 - h. In the event the ESD superintendent finds that the child is not showing satisfactory educational progress, the ESD superintendent shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.]
6. Children whose sixth birthday occurred on or before September 1 immediately preceding the beginning of the current school year, if the parent or guardian notified the child's resident district in writing that the parent or guardian is delaying the enrollment of their child for one school year to better meet the child's needs for cognitive, social or physical development, as determined by the parent or guardian.
 7. Children who are present in the United States on a nonimmigrant visa and who are attending a private, accredited English language learner program in preparation for attending a private high school or college.
 8. Children excluded from attendance as provided by law.
 9. Children who are eligible military children¹ are exempt up to 10 days after the date of military transfer or pending transfer indicated in the official military order.

¹ "Military child" means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

10. An exemption may be granted to the parent or guardian of any child 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.
11. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 - 419B.558.

END OF POLICY

Legal Reference(s):

[ORS 153](#).018
[ORS 163](#).577
[ORS 339](#).010 - 339.095
[ORS 339](#).139

[ORS 339](#).990
~~[ORS 807.065](#)~~
~~[ORS 807.066](#)~~

[OAR 581](#)-021-0026
[OAR 581](#)-021-0029
[OAR 581](#)-021-0076
[OAR 581](#)-021-0077

8.b. Human Resources

8.b.1. Board Personnel Action

Board Agenda — May 13, 2025 — Personnel Action

Administrator Hire (s):

Leslie Roache	Principal/Taft Elementary School
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Resignation(s):

Jazmin Aguilar	Hispanic Family Community Liaison Taft 7-12	Resignation 3/7/2022 – 5/16/2025
Elizabeth Clendenen	21 st Century Teaching Assistant Newport High	Resignation 3/3/2025 – 5/5/2025
Kristin Becker	Principal Yaquina View	Retirement 9/22/1994 – 6/30/2025
Laura Buckmaster	Special Education Teaching Asst II Newport High	Retirement 10/15/2001 – 6/30/2025
Cande Camarena	Bilingual Customer Service Coordinator Taft Elementary School	Resignation 8/31/2023 – 6/30/2025
Hope Cameron	21 st Century Teaching Asst Crestview Heights	Resignation 10/7/2024 – 6/30/2025
Kathleen Dugan	ESOL Teacher Newport Middle School	Retirement 8/26/2022 – 6/30/2025
Nancy Durham	Instructional Assistant Taft Elementary School	Resignation 1/29/2025 – 6/30/2025
Dylan Eder	Student Support Facilitator Newport Middle School	Resignation 9/3/2024 – 6/30/2025
Kelly Geerdes	ESOL Teacher 2024-2025 Leave of Absence	Resignation 8/24/2018 – 6/30/2024

Megan Godbey	Grade 3 Teacher Sam Case	Resignation 8/23/2024 – 6/30/2025
Xoe Gyllenskog	Special Education Teaching Asst II Newport High	Resignation 8/30/2024 – 6/30/2025
Daphne Hutson	Grade 3 Teacher Taft Elementary School	Resignation 8/23/2024 – 6/30/2025
Alexa Jamison	Language Arts Teacher Taft 7-12	Resignation 8/25/2023 – 6/30/2025
Mary Jo Koschel	District Nurse Compass Center	Retirement 10/1/2023 – 6/30/2025
Janet Lohonyay	Career Tech/Media Asst Toledo Jr-Sr High	Retirement 9/3/1996 – 6/30/2025
Adam Martinez	Grade 6 Teacher Taft Elementary School	Resignation 8/23/2024 – 6/30/2025
Kathleen Martinson	Early Learning Site Coordinator Toledo Jr-Sr High School	Resignation 8/26/2024 – 6/30/2025
Amy Mertell	Grade 1 Teacher Oceanlake	Resignation 11/7/2022 – 6/30/2025
Jake Ruger	Social Studies Teacher Newport Middle School	Resignation 8/27/2021 – 6/30/2025
Steve Sabatka	Special Education Teacher Newport High School	Retirement 8/16/2013 – 6/30/2025
Nathan Schierbeek	Grade 4 Teacher Toledo Elementary School	Resignation 8/26/2022 – 6/30/2025
DeeDee Skriver	Special Education Teaching Asst II Yaquina View	Retirement 3/16/2018 – 6/30/2025

Tandi Smallwood	Special Education Teaching Asst II Crestview Heights	Retirement 9/4/2018 – 6/30/2025
Susan VanLiew	Assistant Superintendent District Office	Retirement/Resignation 8/27/1990 – 6/30/2025

Leave of Absence(s):

Kristen O’Hara	2025-2026 School Year
----------------	-----------------------

9. Action Items

9.a. Business Services

9.a.1. Budgeted Resources Transfer

Resolution 2024/25-04
2024-25 Budgeted 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 294.463, 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.

The District's 2024-25 Adopted Budget includes appropriations of \$4,800,000 in General Fund - Transfers Out for transfer to various specified Special Revenue Funds to provide current and future funding for Curriculum, Music and Technology purchases, education programs regarding local Indigenous Peoples, as well as providing for the ongoing maintenance of District buildings.

Resources are 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.

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

	Increase <u>Transfers Out</u>	Increase <u>Transfers In</u>
General Fund – Transfers Out	\$4,800,000	
Building Maintenance Fund – Transfers In (Revenue)		\$1,300,000
Curriculum Fund – Transfers In (Revenue)		\$2,000,000
Indigenous People's Fund – Transfers In (Revenue)		\$ 100,000
Music Fund – Transfers In (Revenue)		\$ 100,000
Technology Fund – Transfers In (Revenue)		\$1,300,000

APPROVED BY A VOTE AT A REGULAR BOARD OF DIRECTORS MEETING HELD MAY 13, 2025.

Board Chair

Superintendent

9.a.2. Supplemental Budget - Summer Learning Grant

RESOLUTION 2024/25-05
RESOLUTION ADOPTING THE SUPPLEMENTAL BUDGET

BE IT RESOLVED that the Board of Directors of Lincoln County School District hereby adopts a supplemental Special Funds budget for fiscal year 2024-2025 in the increased amount of **\$731,000**, and a total of **\$41,000,594**, 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 additional amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below are hereby appropriated:

	<u>Adopted 6/30/24</u>	<u>Increase</u>	<u>Total</u>
SPECIAL FUNDS			
Instruction	\$ 12,513,530	\$ 621,350	\$ 13,134,880
Support Services	12,249,207	109,650	\$ 12,358,857
Enterprise & Community Svcs.	4,696,088		\$ 4,696,088
Facilities, Acquis. & Constr.	3,465,263		\$ 3,465,263
Transfers	5		\$ 5
Contingency	7,345,501		\$ 7,345,501
TOTAL APPROPRIATIONS	<u>\$ 40,269,594</u>	<u>\$ 731,000</u>	<u>\$ 41,000,594</u>
 TOTAL UNAPPROPRIATED and RESERVE AMOUNTS			<u>\$ 3,883,315</u>
 TOTAL SPECIAL FUNDS ADOPTED BUDGET			<u>\$ 44,883,909</u>

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

The above resolution statements were approved and declared adopted on May 13, 2025.

Board Chair

Superintendent/Clerk

9.b. Board

9.b.1. Construction Excise Tax (CET) Allocations to Charter Schools

9.b.2. Accept/Reject Superintendent Evaluation

10. Items of Information & Discussion

10.a. Human Resources

10.a.1. Director Contracts (provided under separate cover)

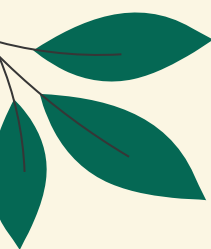
10.a.2. Annual Reduction In Force (RIF) Information

10.b. Special Programs

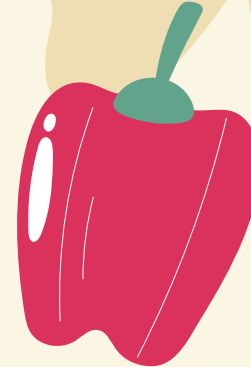
10.b.1. Triennial Wellness Assessment

Local School Wellness Program -Triennial Assessment-

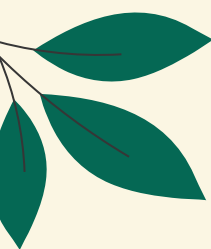
Board Presentation 5/13/25



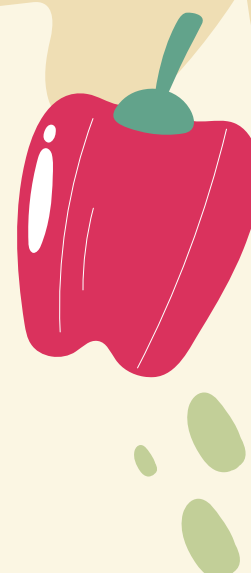
Triennial Assessment



- Required by ODE
 - A measure of how well schools are meeting the requirements of our Local Wellness Program Policy (EFA-AR)
 - Conducted every 3 years by school administrators and reported to ODE
- 

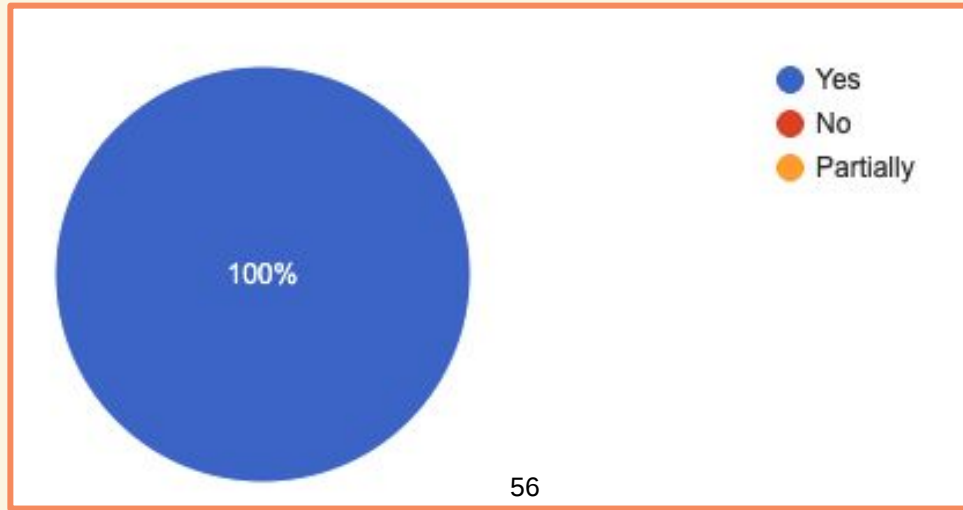


Local Wellness Program

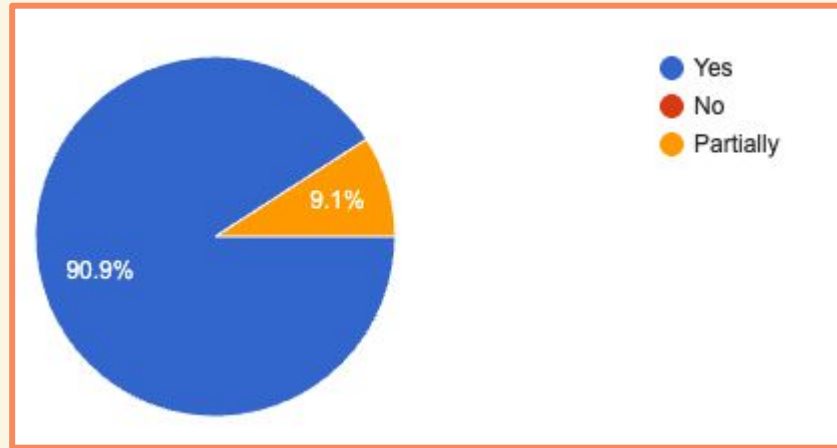


- Nutrition promotion and education
 - Physical activity
 - Food service operations
 - Competitive food sales
 - Staff development
 - Family & community involvement
 - Program evaluation
- 

Our school meets specific goals for nutrition education & nutrition promotion as outlined in policy

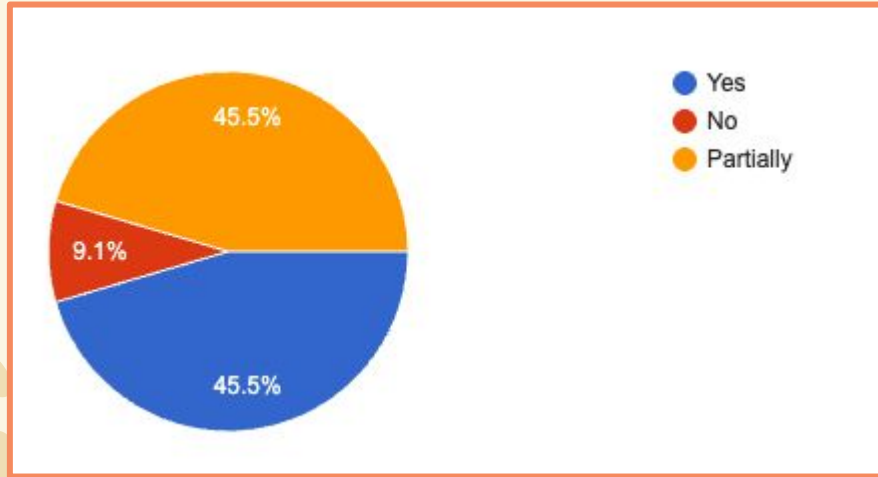


Our school meets specific goals for physical activity as outlined in policy



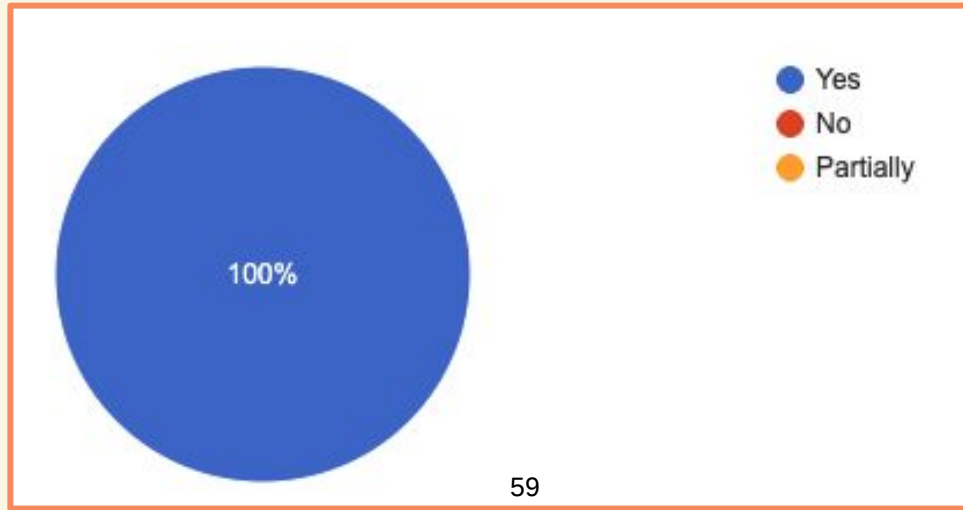
Up from
79%

Our school meets specific goals for family & community involvement as outlined in the policy

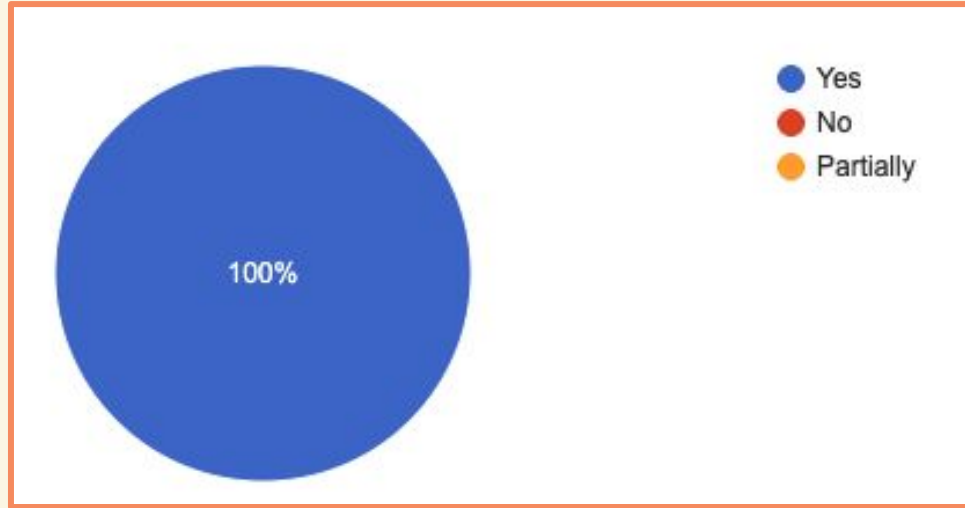


Up from
33%

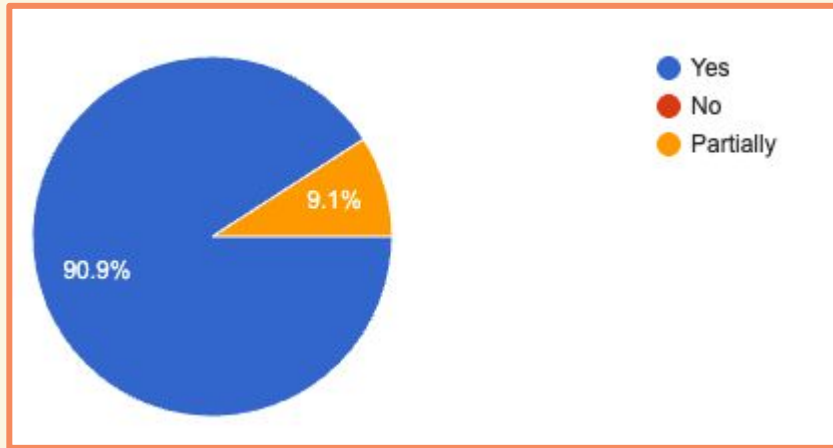
Our school meets specific goals for food service operations as outlined in the policy



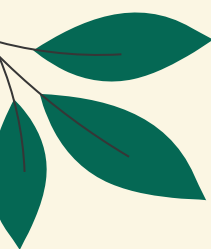
Our school meets Oregon Smart Snack Standards



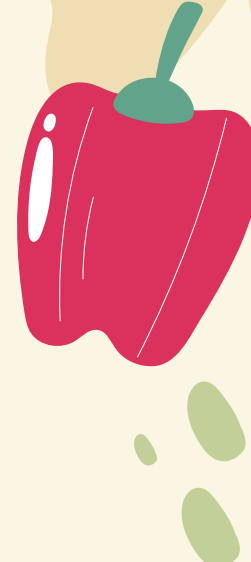
Our school meets the requirements for nutrition standards for all foods and beverages provided during the day



Up from
66%



Areas for Improvement

- Significant improvement in compliance since last assessment
 - Administrator understanding of policy
 - Expansion of committee
- 

The background is a light cream color with several stylized illustrations. In the top left, there is a green kiwi slice and some yellow seeds. In the top right, there is a half of an orange. In the bottom left, there is a slice of watermelon and a sprig of green leaves. In the bottom right, there is a green bush and another sprig of green leaves.

Thank You!

10.c. Facilities & Maintenance/Transportation/Food Services

10.c.1. NHS Soccer/Football Turf Field

**LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
4/30/2025**

TOPIC: NHS Soccer/Football Turf Field

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

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

DESCRIPTION OF AGENDA ITEM:

Rich will present to board on May 13, 2025
Facilities and Maintenance is going out for proposals to replace the turf at Newport High School soccer/football field.
If a schedule is possible, that gets the field completed by August 31, 2025. Facilities and Maintenance will be back for a possible request for proposal decision at the June 10, 2025 meeting

SUPERINTENDENT'S RECOMMENDATION:

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

10.c.2. Custodial Contract Renewal

AMENDMENT

LINCOLN COUNTY SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 12, 2025, 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	\$2,307,989.93
CPI increase 2.58%	\$59,546.14
New Contract Price effective July 1, 2025	\$2,367,536.07

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, 2025 through June 30, 2026 shall be Two Million Three Hundred Sixty-Seven Thousand Five Hundred Thirty-Six and 07/100 Dollars (\$2,367,536.07). 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 Five and 49/100 Dollars (\$25.49), and overtime hourly rate of pay shall be Thirty Eight and 24/100 Dollars (\$38.24).

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, 2025, 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

SODEXO AMERICA, LLC

By:

Kim Cusick
Business Services Director

By:

Kerriann Roche
Vice President

10.c.3. Nutrition Services Contract Renewal

This Amendment No.02 to Contract No.2023-24 is entered into and between the Local Educational Agency (LEA) Lincoln County School District and Food Service Management Company (FSMC) Sodexo America, LLC (herein referred to as the "Parties").

This Amendment is effective July 1, 2025 (date) and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect.

In consideration of the promises contained herein and for other goods and valuable consideration, the Parties hereto agree as follows:

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by [brackets]).

A. 1.3 Term of the Agreement. The initial term of this Agreement commences on July 1, 2025, and continues until June 30, 2026. This Agreement is subject to a maximum of two (2) additional one (1) year renewals upon the written consent of both parties, unless terminated earlier as provided in the General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all Contract provisions related to USDA Foods.

B. 6.1 Billing for Fixed Price Per Meal (Fill in last year's prices along with adding new prices.)

SBP

Breakfast [\$4.58] \$4.69 per meal

(2 breakfast =1 meal)

Meal Equivalents [\$4.58] \$4.69 per meal based on \$5.16 rate

NSLP

Lunch [\$4.58] \$4.69 per meal

(1 lunch = 1 meal)

Snack [\$4.58] \$4.69 per snack

(3 snacks = 1 meal)

Meal Equivalents [\$4.58] \$4.69 per meal based on \$5.16 rate

SFSP

Breakfast [\$4.58] \$4.69 per meal

(2 breakfast =1 meal)

Lunch [\$4.58] \$4.69 per meal

(1 lunch = 1 meal)

Snack [\$4.58] \$4.69 per snack

(3 snacks = 1 meal)

CACFP

Breakfast [\$4.58] \$4.69 per meal

(2 breakfast =1 meal)

Lunch [\$4.58] \$4.69 per meal

(1 lunch =1 meal)

Supper [\$4.58] \$4.69 per meal

(1 supper=1 meal)

Snack [\$4.58] \$4.69 per snack

Vended Meals Program (if offered)

Breakfast [\$4.58] \$4.69 per meal
(2 breakfast =1 meal)
Lunch [\$4.58] \$4.69 per meal
(1 lunch =1 meal)
Supper [\$4.58] \$4.69 per meal
(1 supper=1 meal)
Snack [\$4.58] \$4.69 per snack

FFVP

Serving [\$4.58] \$4.69 per student

C. 2.2 Responsibilities of FSMC.

L. The FSMC agrees to use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods as specified in 7 CFR Part 250.53.

D. N. The FSMC agrees to provide the LEA with food cost data needed to determine its compliance with the revenue from nonprogram foods in accordance with 7 CFR 210.14(f) and USDA Memo SP 20-2016.

E. 7.1 Assurances

A. The FSMC agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement
- The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual

orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs)

- B. Purpose. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
- C. Recordkeeping. By accepting this assurance, the FSMC agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the FSMC, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the FSMC.

Nondiscrimination. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. FSMC certifies that the representations, warranties, and certification contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Fill In Food Service Management Company Name

Authorized Signature:	Title:	Date:
Print Signature		

Fill In Local Education Agency Name:

Authorized Signature:	Title:	Date:
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Attachment A: MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern Requirements [7 CFR 225.16](#)

Table 1 to [7 CFR 225.16\(d\)\(1\)](#)—Breakfast Meal Pattern

Meal components	Minimum amount
VEGETABLES AND FRUITS	
Vegetable(s) and/or fruit(s)	1/2 cup. ¹
Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice	1/2 cup (4 fluid ounces).
BREAD AND BREAD ALTERNATES ²	
Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving. ³
Cold dry cereal or	3/4 cup or 1 ounce. ⁴
Cooked cereal or cereal grains or	1/2 cup.
Cooked pasta or noodle products or an equivalent quantity of any combination of bread/bread alternate	1/2 cup.
MILK ⁵	
Milk, fluid	1 cup (1/2 pint, 8 fluid ounces).

Table 2 to Paragraph [7 CFR 226.16\(d\)\(2\)](#)—Lunch or Supper Meal Pattern

Meal components	Minimum amount
MEATS/MEAT ALTERNATES	
Lean meat or poultry or fish or	2 ounces.
Alternate protein products ¹ or	2 ounces.
Cheese or	2 ounces.
Egg (large) or	1.
Cooked dry beans, peas, or lentils or	1/2 cup. ²
Peanut butter or soynut butter or other nut or seed butters or	4 tablespoons.
Peanuts or soynuts or tree nuts or seeds ³ or	2 ounces.
Yogurt, plain or flavored, unsweetened or sweetened or an equivalent quantity of any combination of the above meats/meat alternates	8 ounces or 1 cup.
VEGETABLES AND FRUITS	
Vegetables and/or fruits ⁴	3/4 cup total.
BREAD AND BREAD ALTERNATIVES ⁵	
Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving. ⁶
Cooked pasta or noodle products or	1/2 cup.
Cooked cereal grains or an equivalent quantity of any combination of bread or bread alternate	1/2 cup.

MILK

Milk, fluid, served as a beverage	1 cup (1/2 pint, 8 fluid ounces).
-----------------------------------	-----------------------------------

¹ Must meet the requirements of [appendix A of this part](#).

² For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.

³ Information on crediting meats/meat alternates, including nuts and seeds, may be found in FNS guidance.

⁴ Serve 2 or more kinds of vegetable(s) and/or fruits or a combination of both. Full-strength vegetable or fruit juice may be offered to meet not more than one-half of this requirement.

⁵ Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour; cereal must be whole grain, enriched or fortified.

⁶ Information on food crediting, including serving sizes and equivalents, may be found in FNS guidance.

Table 3 to Paragraph [7 CFR 225.16\(d\)\(3\)](#)—Snack Meal Pattern

Meal components	Minimum amount
MEATS/MEAT ALTERNATES	
Lean meat or poultry or fish or	1 ounce.
Alternate protein products ¹ or	1 ounce.
Cheese or	1 ounce.
Egg (large) or	1/2.
Cooked dry beans, peas, or lentils or	1/4 cup. ²
Peanut butter or soynut butter or other nut or seed butters or	2 tablespoons.
Peanuts or soynuts or tree nuts or seeds ³ or	1 ounce.
Yogurt, plain or flavored, unsweetened or sweetened or an equivalent quantity of any combination of the above meats/meat alternates	4 ounces or 1/2 cup.
VEGETABLES AND FRUITS	
Vegetable(s) and/or fruit(s) or	3/4 cup.
Full-strength vegetable or fruit juice or an equivalent quantity or any combination of vegetable(s), fruit(s), and juice	3/4 cup (6 fluid ounces).

BREAD AND BREAD ALTERNATES⁴

Bread or	1 slice.
Cornbread, biscuits, rolls, muffins, etc. or	1 serving. ⁵
Cold dry cereal or	3/4 cup or 1 ounce. ⁶
Cooked cereal or	1/2 cup.
Cooked cereal grains or an equivalent quantity of any combination of bread/bread alternate	1/2 cup.

MILK⁷

Milk, fluid	1 cup (1/2 pint, 8 fluid ounces).
-------------	-----------------------------------

¹ Must meet the requirements in [appendix A of this part](#).

² For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.

³ Information on crediting meats/meat alternates, including nuts and seeds, may be found in FNS guidance.

⁴ Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) must be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole grain or enriched meal or flour; cereal must be whole grain, enriched, or fortified.

⁵ Information on food crediting, including serving sizes and equivalents, may be found in FNS guidance.

⁶ Either volume (cup) or weight (ounces), whichever is less.

⁷ Milk should be served as a beverage or on cereal, or used in part for each purpose.

*** Exceptions to and variations from the meal pattern for School Food Authorities that participate in the National School Lunch Program or School Breakfast Program are identified in [7 CFR 225.16\(f\)](#).**

**Child and Adult Care Food Program Meal Pattern
Requirements [7 CFR 226.20](#)**

Table 1 to Paragraph [7 CFR 226.20\(b\)\(5\)](#)—Infant Meal
Patterns

Infants	Birth through 5 months	6 through 11 months
Breakfast, Lunch, or Supper	4-6 fluid ounces breast milk ¹ or formula ²	6-8 fluid ounces breast milk¹ or formula;² and 0-1/2 ounce equivalent infant cereal;^{2,3} or 0-4 tablespoons meat, fish, poultry, whole egg, cooked dry beans, peas, and lentils; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or 1/2 cup of yogurt;⁴ or a combination of the above;⁵ and 0-2 tablespoons vegetable or fruit, or a combination of both.^{5,6}
Snack	4-6 fluid ounces breast milk ¹ or formula ²	2-4 fluid ounces breast milk¹ or formula;² and 0-1/2 ounce equivalent bread;^{3,7} or 0-1/4 ounce equivalent crackers;^{3,7} or 0-1/2 ounce equivalent infant cereal;^{2,3} or 0-1/4 ounce equivalent ready-to-eat breakfast cereal;^{3,5,7,8} and 0-2 tablespoons vegetable or fruit, or a combination of both.^{5,6}

¹ Breast milk or formula, or portions of both, must be served; however, it is recommended that breast milk be served from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Information on crediting grain items may be found in FNS guidance.

⁴ Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

⁷ A serving of grains must be whole grain-rich, enriched meal, enriched flour, bran, or germ.

⁸ Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce.

Table 2 to Paragraph [7 CFR 226.20\(c\)\(1\)](#)—Child and Adult Care Food Program Breakfast

Meal components and food items ¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid Milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces. ⁶
Vegetables, fruits, or portions of both ⁷	1/4 cup	1/2 cup	1/2 cup	1/2 cup	1/2 cup.
Grains ⁸	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents.

¹ Must serve *all three components* for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult daycare centers.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in the place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both in the same meal. Six ounces (by weight) or 3/4 cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).

⁷ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.

⁸ Must serve at least one whole grain-rich serving across all eating occasions, per day. Grain-based desserts may not be used to meet the meal requirement. Meats/meat alternates may be offered in place of the entire grain requirement, up to 3 times per week at breakfast. One-ounce equivalent of meats/meat alternates credits equal to one-ounce equivalent of grains. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereals must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items and meats/meat alternates may be found in FNS guidance.

Table 3 to Paragraph [7 CFR 226.20\(c\)\(2\)](#)—Child and Adult Care Food Program Lunch and Supper

Meal components and food items ¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid milk	4 fluid ounces ³	6 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces. ⁶
Meats/meat alternates ⁷	1 ounce equivalent	1 1/2 ounce equivalents	2 ounce equivalents	2 ounce equivalents	2 ounce equivalents.
Vegetables ⁸	1/8 cup	1/4 cup	1/2 cup	1/2 cup	1/2 cup.
Fruits ⁸	1/8 cup	1/4 cup	1/4 cup	1/4 cup	1/2 cup.
Grains ⁹	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	2 ounce equivalents.

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool care and adult day care centers.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or 3/4 cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk. A serving of fluid milk is optional for suppers served to adult participants.

⁷ Alternate protein products must meet the requirements in appendix A to this part. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁸ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day. A vegetable may be offered to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁹ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereal must contain no more than 6 grams of added sugars per dry ounce. Information on crediting grain items may be found in FNS guidance.

Table 4 to Paragraph [7 CFR 226.20\(c\)\(3\)](#)—Child and Adult Care Food Program Snack

Meal components and food items ¹	Minimum quantities				
	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ²	Adult participants
Fluid milk	4 fluid ounces ³	4 fluid ounces ⁴	8 fluid ounces ⁵	8 fluid ounces ⁵	8 fluid ounces. ⁶
Meats/meat alternates ⁷	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent.
Vegetables ⁸	1/2 cup	1/2 cup	3/4 cup	3/4 cup	1/2 cup.
Fruits ⁸	1/2 cup	1/2 cup	3/4 cup	3/4 cup	1/2 cup.
Grains ⁹	1/2 ounce equivalent	1/2 ounce equivalent	1 ounce equivalent	1 ounce equivalent	1 ounce equivalent.

¹ Must serve two of the five components for a reimbursable snack. Milk and juice may not be served as the only two items in a reimbursable snack.

² At-risk afterschool programs and emergency shelters may need to serve larger portions to children ages 13 through 18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age 1.

⁴ Must serve unflavored milk to children 2 through 5 years old. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁵ May serve unflavored or flavored milk to children ages 6 and older. The milk must be fat-free, skim, low-fat, or 1 percent or less.

⁶ May serve unflavored or flavored milk to adults. The milk must be fat-free, skim, low-fat, or 1 percent or less. Yogurt may be offered in place of milk, once per day for adults. Yogurt may count as either a fluid milk substitute or as a meat alternate, but not both, in the same meal. Six ounces (by weight) or 3/4 cup (by volume) of yogurt is the equivalent of 8 ounces of fluid milk.

⁷ Alternate protein products must meet the requirements in appendix A to this part. Through September 30, 2025, yogurt must contain no more than 23 grams of total sugars per 6 ounces. By October 1, 2025, yogurt must contain no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce). Information on crediting meats/meat alternates may be found in FNS guidance.

⁸ Juice must be pasteurized. Full-strength juice may only be offered to meet the vegetable or fruit requirement at one meal or snack, per day.

⁹ Must serve at least one whole grain-rich serving, across all eating occasions, per day. Grain-based desserts may not be used to meet the grains requirement. Through September 30, 2025, breakfast cereals must contain no more than 6 grams of total sugars per dry ounce. By October 1, 2025, breakfast cereal must contain no more than 6 grams of added sugar per dry ounce. Information on crediting grain items may be found in FNS guidance.

Table 5 to Paragraph [7 CFR 226.20\(g\)\(3\)\(ii\)](#)—Nutrient Requirements for Fluid Milk Substitutes

Nutrient	Per cup (8 fl. oz.)
Calcium	276 mg.
Protein	8 g.
Vitamin A	150 mcg. retinol activity equivalents (RAE).
Vitamin D	2.5 mcg.
Magnesium	24 mg.
Phosphorus	222 mg.
Potassium	349 mg.
Riboflavin	0.44 mg.
Vitamin B-12	1.1 mcg.

[7 CFR 226.20\(i\)](#): *Meals prepared in schools. The State agency must allow institutions and facilities which serve meals to children 5 years old and older and are prepared in schools participating in the National School Lunch and School Breakfast Programs to substitute the meal pattern requirements of the regulations governing those Programs ([parts 210](#) and [220 of this chapter](#), respectively) for the meal pattern requirements contained in [7 CFR 226.20](#).

National School Lunch Program Meal Pattern Requirements [7 CFR 210.10](#)

Table 1 to Paragraph [7 CFR 210.10\(c\)](#) —National School Lunch Program Meal Pattern

Meal components	Amount of food ¹ per week (minimum per day)		
	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	2 1/2 (1/2)	2 1/2 (1/2)	5 (1)
Vegetables (cups) ²	3 3/4 (3/4)	3 3/4 (3/4)	5 (1)
Dark Green Subgroup ³	1/2	1/2	1/2
Red/Orange Subgroup ³	3/4	3/4	1 1/4
Beans, Peas, and Lentils Subgroup ³	1/2	1/2	1/2
Starchy Subgroup ³	1/2	1/2	1/2
Other Vegetables Subgroup ³⁴	1/2	1/2	3/4
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 1/2
Grains (oz. eq.) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁷	5 (1)	5 (1)	5 (1)
DIETARY SPECIFICATIONS: DAILY AMOUNT BASED ON THE AVERAGE FOR A 5-DAY WEEK ⁸			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

³ Larger amounts of these vegetables may be served.

⁴ This subgroup consists of "Other vegetables" as defined in [paragraph \(c\)\(2\)\(ii\)\(E\)](#) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in [paragraph \(c\)\(2\)\(ii\)](#) of this section.

⁵ Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in [§ 210.2](#) and the remaining grains items offered must be enriched.

⁶ Minimum creditable serving is 0.25 oz. eq.

⁷ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in [paragraph \(d\)](#) of this section.

⁸ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

***[7 CFR 210.10\(c\)\(1\)](#) - Age/grade groups.** Schools must plan menus for students using the following age/grade groups: Grades K-5 (ages 5-10), grades 6-8 (ages 11-13), and grades 9-12 (ages 14-18). If an unusual grade configuration in a school prevents the use of these established age/grade groups, students in grades K-5 and grades 6-8 may be offered the same food quantities at lunch provided that the calorie and sodium standards for each age/grade group are met. No customization of the established age/grade groups is allowed.

School Breakfast Program Meal Pattern Requirements [7 CFR 220.8](#)

Table 1 to Paragraph [7 CFR 220.8\(c\)](#) —School Breakfast Program Meal Pattern

Meal components	Amount of food ¹ per week (minimum per day)		
	Grades K-5	Grades 6-8	Grades 9-12
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
DIETARY SPECIFICATIONS: DAILY AMOUNT BASED ON THE AVERAGE FOR A 5-DAY WEEK ⁵			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in [paragraphs \(c\)\(2\)\(i\) and \(ii\)](#) of this section.

³ Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in [§ 210.2 of this chapter](#), and the remaining grain items offered must be enriched.

⁴ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in [paragraph \(d\)](#) of this section.

⁵ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

***[7 CFR 220.8\(c\)\(1\)](#) - Age/grade groups.** Schools must plan menus for students using the following age/grade groups: Grades K-5 (ages 5-10), grades 6-8 (ages 11-13), and grades 9-12 (ages 14-18). If an unusual grade configuration in a school prevents the use of the established age/grade groups, students in grades K-5 and grades 6-8 may be offered the same food quantities at breakfast provided that the calorie and sodium standards for each age/grade group are met. No customization of the established age/grade groups is allowed.

ATTACHMENT B
Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Sodexo America, LLC	Lincoln County School District
NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATIONAL AGENCY

- (A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	TITLE	DATE
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In accepting this offer, the LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE	TITLE	DATE
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ATTACHMENT C

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

<u>Sodexo America, LLC</u>	<u>Lincoln County School District</u>
NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT D
Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

ATTACHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:		
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	CFDA Number, if applicable: _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	9. Award Amount, if known: \$ _____	
	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned	12. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____	
13. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:		
Attach Continuation Sheet(s) SF-LLL-A (if necessary)		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____		
Print Name: _____		
Title: _____		
Telephone: _____		
Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form -- LLL

Reporting Entity: _____ **Page** _____ **of** _____

ATTCHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT D (Continued)

CONTINUATION SHEET SF-LLL-A

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
1. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
1. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
2. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
3. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
4. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
5. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

ATTACHMENT E

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

2 CFR 200.213- Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(Before completing certification, read instructions on next page.)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: _____

Date: _____

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

ATTACHMENT E (Continued)

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10.d. Board

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

10.d.2. Board Meeting Calendar

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

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

Month	Day	Time	Location	Meeting Type
July	8	6:30	Zoom	Regular Session
August	12	6:30	Teaching & Learning Center	Regular Session
	26	9:00 AM	TBD	Work Session/Board Retreat
September	9	5:00	Taft 7-12	Work Session
	9	6:30	Taft 7-12	Regular Session
	23	5:00	Teaching & Learning Center	Work Session
October	14	5:00	Toledo Elementary	Work Session
	14	6:30	Toledo Elementary	Regular Session
	28	5:00	Teaching & Learning Center	Work Session
November	11	5:00	Crestview Heights	Work Session
	11	6:30	Crestview Heights	Regular Session
	25	5:00	Teaching & Learning Center	Work Session
December	9	5:00	Sam Case	Work Session
	9	6:30	Sam Case	Regular Session
January	13	5:00	Yaquina View Elem	Work Session
	13	6:30	Yaquina View Elem	Regular Session
	27	5:00	Teaching & Learning Center	Work Session
February	10	5:00	Toledo Jr/Sr	Work Session
	10	6:30	Toledo Jr/Sr	Regular Session
	24	5:00	Teaching & Learning Center	Joint Session - OCCC
March	10	5:00	Waldport Middle/High	Work Session
	10	6:30	Waldport Middle/High	Regular Session
April	14	5:00	Oceanlake Elementary	Work Session
	14	6:30	Oceanlake Elementary	Regular Session
	28	5:00	Teaching & Learning Center	Work Session
May	12	5:00	Taft Elem	Work Session
	12	6:30	Taft Elem	Regular Session
	26	5:00	Teaching & Learning Center	Work Session
June	9	5:00	Newport High School	Work Session
	9	6:30	Newport High School	Regular Session

10.e. Other

10.e.1. Meeting Takeaways

10.e.2. Reminders/Announcements

10.f. 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.