



LINCOLN COUNTY SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
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Board of Directors NOTICE OF A BOARD MEETING Lincoln County School District Business Meeting of the Board

Date Tuesday, June 11, 2024
Time LCSD Business Meeting of the Board - 6:30
Place Newport High School, 322 NE Eads St, Newport, OR 97365

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Business Meeting of the Board of the Board beginning at LCSD Business Meeting of the Board - 6:30.

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

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

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

The agenda is attached.

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

THIS NOTICE SATISFIES THE REQUIREMENTS OF ORS 192.630, 192.640 AND 332.045.

For further information or to request accommodations, please contact:
Eddie Symington, Assistant to the Superintendent and School Board
Lincoln County School District | 1212 NE Fogarty | Newport, OR 97365

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Business Meeting of the Board
Tuesday, June 11, 2024 - LCSD Business Meeting of the Board - 6:30
Newport High School, 322 NE Eads St, Newport, OR 97365

Agenda

1. Call to Order & Reading of Land Acknowledgment
2. Roll Call- Establishment of a quorum
3. Introductions
4. Recess into Public Hearing for 2024-2025 Approved Budget
 - 4.a. Public Hearing
5. Adjourn Public Hearing, Resume Business Meeting
6. Communications
 - 6.a. Written
 - 6.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
 - 6.c. Recognition
 - 6.c.1. Tom Moore Memorial Award
 - 6.c.2. Superintendent's Award
 - 6.c.3. Oregon Natural Resources Education Fund Presentation
 - 6.d. LCEA Report
7. Consultant Reports/Staff Reports/Student Reports
 - 7.a. Student Report
 - 7.b. Financial Report
 - 7.b.1. Monthly Financial Report

General Fund Revenue & Expenditure Summary (Unaudited)

Fiscal Year 2023-24

Year To Date Transactions as of May 31, 2024

	Period 1 Actual July '23	Period 2 Actual Aug '23	Period 3 Actual Sept '23	Period 4 Actual Oct '23	Period 5 Actual Nov '23	Period 6 Actual Dec '23	Period 7 Actual Jan '24	Period 8 Actual Feb '24	Period 9 Actual March '24	Period 10 Actual April '24	Period 11 Actual May '24	Period 12 Projected June '24	Period 13 Projected July '24	Projected 2023-24 Totals	Adopted 2023-24 BUDGET	Year-To-Date 2023-24 Actuals	YTD Diff Budget vs. Projected	% of Budget
REVENUES																		
LOCAL SOURCES:																		
Current year's levy		267			36,739,329	2,882,454	663,036	241,402	1,106,455	119,899	114,306	1,088,227	368,690	43,324,063 *	41,878,114	41,867,146	1,445,949	100%
Prior years' taxes		168,049	150,279	81,596	53,737	115,026	55,707	42,482	45,719	33,114	74,668	78,170	53,189	951,736 *	805,000	820,377	146,736	102%
Interest on Investments	73,925	79,375	66,752	55,673	91,554	213,264	183,587	177,267	146,992	129,540	108,538	34,650	15,697	1,376,814	400,000	1,326,467	976,814	332%
Fees Charged to Grants		2,702	39	9,974	9,447	1,143	14,734	-	78,780	18,850	64,865	132,169	74,394	407,095	550,000	200,533	(142,905)	36%
Rentals												1,221	217	1,438	10,000	-	(8,562)	0%
Contributions				591										591	0	591	591	#DIV/0!
Other Local Income	17,819	623	6,990	28,673	58,512	156,717	16,673	38,395	104,693	102,729	66,514	120,339	258,489	977,165	1,334,218	598,337	(357,053)	45%
INTERMEDIATE SOURCES:																		
ESD - Severe Disab Support						38,235	-				38,235			76,470	195,000	76,470	(118,530)	39%
County School Fund					5,409			128,361			206,985	24,411	19,439	384,605 *	300,000	340,754	84,605	114%
Other, Hvy Eq Rent Tax, etc		65	1,192		92						82			1,430		1,430	1,430	#DIV/0!
STATE SOURCES:																		
SSF- Current Year	3,958,011	1,977,818	1,977,818	1,977,818	1,977,818	1,977,818	1,933,139	1,933,139	1,933,139	1,433,521	1,724,166			22,804,205	23,130,549	22,804,205	(326,344)	99%
SSF- Prior Year											174,051			174,051		174,051	174,051	#DIV/0!
Common School Fund							-	348,207				122,344		470,552 *	701,538	348,207	(230,986)	50%
State Timber					8,796			208,767			336,642			554,205 *	500,000	554,205	54,205	111%
Unrstd Grants, HCD, Wildfire				1,392,659										1,392,659	910,136	1,392,659	482,523	153%
FEDERAL SOURCES:																		
Federal Forest Fees											325,069			325,069		325,069	325,069	#DIV/0!
Foster Care Transp Reimb												41,373		41,373	74,000	-	(32,627)	0%
OTHER RESOURCES:																		
Interfund Transfer														0	10	-	(10)	0%
Sale of Assets/Ins Proceeds														0		-	-	#DIV/0!
Beginning Fund Balance	16,037,138													16,037,138	14,115,000	16,037,138	1,922,138	114%
Total Monthly Revenues	20,086,893	2,228,899	2,203,069	3,546,984	38,944,693	5,384,657	2,866,876	3,118,019	3,415,777	1,837,652	3,234,119	1,642,904	790,115	89,300,658	84,903,565	86,867,638	4,397,093	102%
CUMULATIVE RESOURCES	20,086,893	22,315,791	24,518,860	28,065,845	67,010,537	72,395,194	75,262,070	78,380,089	81,795,867	83,633,519	86,867,638	88,510,542	89,300,658					

EXPENDITURES																		
Salaries (100)	602,384	792,888	2,630,859	2,655,067	2,821,310	2,672,906	2,602,285	2,757,136	2,639,046	2,666,666	2,835,938	6,671,306	0	32,347,793	31,281,886	25,676,487	1,065,907	82%
Employee benefits (200)	268,030	357,840	1,341,922	1,366,953	1,372,110	1,348,599	1,334,564	1,340,444	1,342,971	1,376,107	1,385,463	3,992,534	10,183	16,837,721	18,374,837	12,835,004	(1,537,116)	70%
Purchased services (300)	984,252	996,968	986,922	1,117,151	928,422	2,247,048	1,472,675	1,232,873	1,438,228	1,546,852	2,462,595	1,504,830	369,843	17,288,659	18,356,147	15,413,986	(1,067,488)	84%
Supplies (400)	97,690	185,678	215,890	172,562	181,208	149,932	84,123	93,554	89,671	129,587	195,717	353,263	219,521	2,168,396	2,750,414	1,595,612	(582,018)	58%
Capital outlay (500)	11,704				7,713						62,000	500	20,887	102,804	143,000	81,417	(40,196)	57%
Insurance/Other (600)	818,473	85,776	34,880	17,341	26,610	7,503	12,383	2,523	4,178	6,419	6,358	12,758	13,956	1,049,157	1,002,281	1,022,443	46,876	102%
Interfund Transfers (700)									4,305,000					4,305,000	4,305,000	4,305,000	-	100%
Contingency (800)														0	3,750,000	-	-	0%
Unappropriated Funds (800)														0	4,940,000	-	-	0%
Total Monthly Expenditures	2,782,533	2,419,150	5,210,473	5,329,074	5,337,373	6,425,987	5,506,030	5,426,531	9,819,095	5,725,631	6,948,071	12,535,191	634,389	74,099,529	84,903,565	60,929,949	(2,114,036)	72%
CUMULATIVE EXPENDITURES	2,782,533	5,201,684	10,412,157	15,741,231	21,078,604	27,504,591	33,010,622	38,437,152	48,256,247	53,981,878	60,929,949	73,465,140	74,099,529					
Month-end Fund Balance	17,304,360	17,114,108	14,106,704	12,324,614	45,931,933	44,890,603	42,251,449	39,942,937	33,539,620	29,651,641	25,937,689	15,045,402	15,201,128	15,201,128				25,937,689

Revenue Assumptions:

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

Beginning Fund Balance is estimated as of 9-7-23 & subject to change. It represents the bulk of current Excess Ending Fund Balance.

June ADM is final at 5,072.2, it has been adjusted down from 5,086.2

Local Revenue no longer includes Federal Forest Fees per OR legislation.

Updated BFB to Audited

Updated to reflect estimated remaining payment per 5/3/24 SSF Estimate

May SSF \$1,208,393, Food Svc State Match (\$23,918), 22/23 ODE SSF Reconciliation \$539,690

HCD 23/24 Prelim \$799,614 less 22/23 Final (625,563), Net \$174,051

* Local Revenue - Projected	46,010,230
Local Revenue included in 5/3/24 SSF Estimate	45,599,079
Estimated 2023/24 SSF Adjustment (May 2025)	(411,151)
Anticipated Ending Fund Balance	14,789,977
Less Unappropriated Ending Fund Balance (7% Required) & Contingency	(8,690,000)
Excess Ending Fund Balance	6,099,977

Depends on Actual Local Revenue at Yr End

Includes Approx \$956,000 Building Carrover

	Monthly ADM - Prior Years						Monthly ADMr Comparison	Monthly ADM 2023-24	YTD ADM 2023-24	5,101.6 Budget
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23				
September	5,489.2	5,523.3	5,567.9	4,892.4	5,163.5	5,095.5	4,959.1	4,959.1		
October	5,487.6	5,549.3	5,586.5	4,945.8	5,189.8	5,111.6	4,984.2	4,988.3		
November	5,477.9	5,541.6	5,596.7	4,968.0	5,191.8	5,109.0	4,974.9	4,976.6		
December	5,480.6	5,538.8	5,585.9	5,089.1	5,192.9	5,098.5	4,961.0	4,972.2		
January	5,480.8	5,512.2	5,577.6	5,054.0	5,184.1	5,095.4	4,945.4	4,962.6		
February	5,470.6	5,491.0	5,569.1	5,052.3	5,180.8	5,103.0	4,935.4	4,956.2		
March	5,438.7	5,476.0	COVID-19	5,048.6	5,170.4	5,101.0	4,911.4	4,949.6		
April	5,411.8	5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6	4,872.3	4,936.5		
May	5,378.6	5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8	4,859.1	4,927.3	(174.3) Diff YTD	
June	5,332.9	5,482.5		5,090.2	5,122.6	5,007.0				
June YTD	5,443.2	5,482.5		5090.2	5122.6	5072.2				

Lincoln County School District
2023-24 Monthly Comparison - General Fund Projected to Actual
May 2024

REVENUES	Projected**	Actual	Actual Compared to Projected	Comments
LOCAL SOURCES:				
Current year's levy	175,196	114,306	(60,890) *	
Prior years' taxes	37,656	74,668	37,013 *	
Interest on Investments	37,640	108,538	70,897	Rates Increased
Fees Charged to Grants	29,382	64,865	35,483	Varies Monthly by Exp Levels
Rentals			-	
Contributions			-	
Other Local Income	146,035	66,514	(79,521)	
INTERMEDIATE SOURCES:				
ESD - Severe Disability Support		38,235	38,235	
County School Fund		206,985	206,985 *	
Other, Hvy Eq Rent Tax, etc	67,541	82	(67,459)	
STATE SOURCES:				
SSF- Current Year	1,208,393	1,724,166	515,773 *	
SSF- Prior Year	174,051	174,051	(0) *	High Cost Disab 22/23 & 23/24
Common School Fund			-	*
State Timber	115,728	336,642	220,913 *	
Unrestricted Grants			-	*
FEDERAL SOURCES:				
Federal Forest Fees		325,069	325,069	No longer Local Revenue
Foster Care Transport Reimb			-	
OTHER RESOURCES:				
Interfund Transfer			-	
Sale of Assets/Ins Proceeds			-	
Beginning Fund Balance				
Total Monthly Revenue	1,991,621	3,234,119	1,242,498	
EXPENDITURES				
Salaries (100)	2,791,877	2,835,938	44,061	
Employee benefits (200)	1,582,180	1,385,463	(196,717)	
Purchased services (300)	1,686,889	2,462,595	775,706	2 months Transportation Inv & Final Recon Charter SSF Pmts
Supplies (400)	302,785	195,717	(107,068)	
Capital outlay (500)	10,808	62,000	51,192	
Insurance/Other (600)	36,275	6,358	(29,917)	
Interfund Transfers (700)			-	
Contingency (800)				
Unappropriated Funds (800)				
Total Monthly Expenditures	6,410,814	6,948,071	537,257	

*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
2023-24 General Fund - Purchased Services Monthly Comparison
May 2024

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	D 8,780	10,351	12,120	D 31,714	16,350	E 132,553	51,883	51,341	53,975	69,900	123,275		562,241
Cleaning Services		343,923	18,300	B 361,981	180,991	181,290	183,636	186,202	183,548	183,458	183,404		2,006,733
Repairs & Maint	5,104	48,291	18,620	9,196	30,808	25,620	27,458	13,390	30,961	23,901	8,540		241,889
Rentals	602	13,860	13,900	24,880	8	2,193		2,000	484	2,020	2,753		62,700
Utilities	7,603	37,963	97,251	117,301	127,555	147,492	185,786	133,963	164,747	178,358	146,840		1,344,857
Transportation	778	6,319	298,354	C 51,512	39,409	C 1,225,517	468,409	322,921	488,966	523,976	F 856,226		4,282,386
Travel	1,405	10,739	5,712	7,615	18,705	10,378	3,154	5,326	9,292	4,264	7,359		83,949
Telephone		8,000	8,761	9,106	9,390	9,487	9,469	9,343	4,754	14,623	9,394		92,327
Postage	559	1,893	3,555	2,290	2,602	3,538	3,119	4,160	3,462	2,881	6,054		34,113
Advertising		70	150		197						60		477
Printing & Binding		9,813	16,867	10,988	5,831	15,131	7,137	9,332	12,337	9,037	13,493		109,966
Data Lines		60	177	177	177	157	127	127	127	127	127		1,384
Charter School Pmts	914,194	457,783	457,783	457,783	457,783	457,783	457,783	457,783	457,783	457,783	G 1,035,524		6,069,765
Tuition		28,396	28,396	27,480	28,396	27,480	28,396	28,396	25,648	28,396	27,480		278,464
Audit Services							25,225				14,680		39,905
Legal Services			917	1,485		887		1,659		1,108	75		6,132
Architect/Engr Svcs			2,620		855	360	490	1,378			4,640		10,343
Neg/Labor Consltg													-
Managemnt Svcs													-
Data/Tech Svcs		3,000	1,500		6,000	1,500	18,865	1,500	1,500		6,267		40,132
Election Services				23									23
Other Gen Prof Svcs	D 45,228	16,508	1,940	3,620	3,366	5,682	4,429	4,052	645	47,019	16,404		148,892
Total	984,252	996,968	986,922	1,117,151	928,422	2,247,048	1,475,365	1,232,873	1,438,228	1,546,852	2,462,595	-	15,416,676
	D (1,900)			D (24,780)									

For Reference Only:

Less Transportation	(778)	(6,319)	(298,354)	(51,512)	(39,409)	(1,225,517)	(468,409)	(322,921)	(488,966)	(523,976)	(856,226)	-	
Charter Sch Pmts	(914,194)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(457,783)	(1,035,524)	-	

Balance of Purchased Services	67,380	532,866	230,785	583,076	431,230	563,748	549,173	452,169	491,480	565,092	570,846	-	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: September & October Custodial Bills paid in October due to billing errors.

C: Waiting on corrected invoices to reflect contract amendment to increase driver wages. Pd Dec 1.

D: Figures updated after audit - items moved to grant funds, Special Education

E: Special Education contracted SLP's

F: April & May Transportation Invoices

G: Charter School SSF Payments, May & Final 22/23

LINCOLN COUNTY SCHOOL DISTRICT

	Budget	Encumb'd	YTD Actual	Remaining
Special Revenues & Grants (200-285 & 900-994)				
Revenues:				
Local	754,099		1,197,209	(443,110)
Intermediate			2,300	
State	2,851,010		696,478	2,154,532
Federal	12,641,146		4,489,619	8,151,527
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,384,117		1,526,528	(142,411)
Total Revenues	17,630,372		7,912,133	9,718,238
Expenditures:				
Instruction	7,367,347	1,310,850	3,086,171	2,970,326
Support Services	5,058,198	1,128,753	3,499,851	429,593
Enterprise	679,900	34,578	216,071	429,251
Facilities Acq & Const	3,425,272	877,616	2,449,689	97,968
End Fund Bal/Tfrs	1,099,655			1,099,655
Total Expenditures	17,630,372	3,351,797	9,251,782	5,026,793
Fund Balance			(1,339,649) ***	
Indigenous Peoples (286)				
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	103,050		103,049	1
Total Revenues	103,050	0	103,049	1
Expenditures:				
Instruction	81,050	3,616	4,279	73,155
Support Services	22,000			22,000
End Fund Balance				0
Total Expenditures	103,050	3,616	4,279	95,155
Fund Balance			98,770	
Less Encumbered			3,616	
Available for Expenditure			95,154	
Musical Instruments (287)				
Revenues:				
Transfers			200,000	
Beg. Fund Balance*	505,000		306,835	198,165
Total Revenues	505,000		506,835	(1,835)
Expenditures:				
Instruction	295,000	1,261	67,470	226,269
Support Services	110,000		4,464	105,536
End Fund Balance	100,000	100,000		0
Total Expenditures	505,000	101,261	71,933	331,806
Fund Balance			434,902	
Less Encumbered			101,261	
Available for Expenditure			333,641	

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of May 31, 2024 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Pre-School Promise (288)				
Revenues:				
State	603,000		333,316	269,684
Beg. Fund Balance*			0	0
Total Revenues	603,000		333,316	269,684
Expenditures:				
Instruction	542,099	137,444	410,027	(5,372)
Support Services	59,901	23,780	25,355	10,767
Enterprise	1,000			1,000
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	603,000	161,223	435,381	6,396
Fund Balance			(102,065) ***	
Student Investment Account (289/989)				
Revenues:				
State	5,408,022		5,408,022	0
Beg. Fund Balance*				0
Total Revenues	5,408,022		5,408,022	0
Expenditures:				
Instruction	2,375,190	588,094	1,603,623	183,473
Support Services	2,961,454	625,330	2,063,924	272,200
Enterprise	50,000	783	172,394	(123,177)
Facilities Acq & Const	21,378		24,478	(3,100)
End Fund Balance				
Total Expenditures	5,408,022	1,214,207	3,864,419	329,396
Fund Balance			1,543,603 ***	
Curriculum (290)				
Revenues:				
Local			108,155	(108,155)
Transfers	1,600,000		1,600,000	0
Beg. Fund Balance*	1,900,000		1,900,000	0
Total Revenues	3,500,000		3,608,155	(108,155)
Expenditures:				
Instruction	360,000	313,250		46,750
Contingency	3,140,000			3,140,000
End Fund Balance				
Total Expenditures	3,500,000	313,250	0	3,186,750
Fund Balance			3,608,155	
Less Encumbered			0	
Available for Expenditure			3,608,155	

	Budget	Encumb'd	YTD Actual	Remaining
Small Schools Grant (291) WHS & Toledo 7-12				
Revenues:				
Local			5,369	
State	67,000		74,067	(7,067)
Beg. Fund Balance *	143,000		129,187	13,813
Total Revenues	210,000		208,623	1,377
Expenditures:				
Instruction	123,483	11,005	37,163	75,315
Support Services	19,517	38	8,465	11,014
Enterprise				0
Facilities Acq & Const				
End Fund Balance	67,000	67,000		0
Total Expenditures	210,000	78,044	45,628	86,328
Fund Balance			162,995	
Less Encumbered			78,044	
Available for Expenditure			84,952	
High School Success (292)				
Revenues:				
State	1,538,380		657,127	881,253
Beg. Fund Balance *			0	0
Total Revenues	1,538,380		657,127	881,253
Expenditures:				
Instruction	607,942	181,402	514,987	(88,447)
Support Services	930,438	140,062	578,807	211,568
End Fund Balance				
Total Expenditures	1,538,380	321,464	1,093,794	123,122
Fund Balance			(436,668) ***	
Building Maintenance (293)				
Revenues:				
Local	25,000		88,930	(63,930)
State				
Federal				
Fund Tfrs/Asset Sales	905,000		905,000	0
Beg. Fund Balance *	1,373,000		2,269,009	(896,009)
Total Revenues	2,303,000		3,262,939	(959,939)
Expenditures:				
Support Services	681,587	70,250	448,211	163,126
Enterprise				
Facilities Acq & Const	1,621,413	151,821	612,915	856,677
End Fund Bal/Tfrs				
Total Expenditures	2,303,000	222,071	1,061,126	1,019,804
Fund Balance			2,201,814	
Less Encumbered			222,071	
Available for Expenditure			1,979,743	

* Beginning Fund Balances are Audited

** Fund Balances do NOT include encumbered expenditures

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

LINCOLN COUNTY SCHOOL DISTRICT

	<u>Budget</u>	<u>Encumb'd</u>	<u>YTD Actual</u>	<u>Remaining</u>
Food Services (294)				
Revenues:				
Local	190,100		135,333	54,767
State	35,000		355,502	(320,502)
Federal	3,663,253		1,588,257	2,074,996
Beg. Fund Balance *	900,000		1,238,958	(338,958)
Total Revenues	4,788,353		3,318,051	1,470,302
Expenditures:				
Instruction	115,160	9,310	87,196	18,654
Support Services	33,482	2,840	32,089	(1,447)
Enterprise	4,089,711	1,625,495	2,438,325	25,891
Facilities Acq & Const	300,000	94,665	2,236	203,100
End Fund Balance	250,000	250,000		0
Total Expenditures	4,788,353	1,982,310	2,559,846	246,197
Fund Balance			758,205	***

Student Activities (295)				
Revenues:				
Local	1,300,000		1,016,211	283,789
Beg. Fund Balance *	1,325,000		1,243,391	81,609
Total Revenues	2,625,000		2,259,601	365,399
Expenditures:				
Instruction	1,315,000	59,325	928,284	327,391
Support Services	95,000	1,672	10,660	82,667
Enterprise	45,000	1,147	77,481	(33,628)
Contingency	1,170,000			1,170,000
Total Expenditures	2,625,000	62,144	1,016,425	1,546,430
Fund Balance			1,243,176	
Less Encumbered			62,144	
Available for Expenditure			1,181,032	

Outdoor School for All (296)				
Revenues:				
State	149,098			149,098
Total Revenues	149,098		0	149,098
Expenditures:				
Instruction	142,398	3,291	29,764	109,343
Support Services	6,700		544	6,156
Total Expenditures	149,098	3,291	30,308	115,499
Fund Balance			(30,308)	***

ODE Facilities Grants (297)				
Revenues:				
State Sources	10,000			10,000
Total Revenues	10,000	0	0	10,000
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

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of May 31, 2024 UNAUDITED

	<u>Budget</u>	<u>Encumb'd</u>	<u>YTD Actual</u>	<u>Remaining</u>
Technology (298)				
Revenues:				
Local	136,015		185,872	(49,857)
Local - Tech Fees	45,900		50,727	(4,827)
Transfers	1,600,000		1,600,000	0
Beg. Fund Balance *	1,446,893		1,750,475	(303,582)
Total Revenues	3,228,808		3,587,074	(358,266)
Expenditures:				
Instruction	37,500			37,500
Support Services	729,739	32,672	212,323	484,744
Contingency	2,461,569			2,461,569
End Fund Balance				0
Total Expenditures	3,228,808	32,672	212,323	2,983,813
Fund Balance			3,374,751	
Less Encumbered			32,672	
Available for Expenditure			3,342,079	

Vehicle Replacement (299)				
Revenues:				
Local	29,500		62,482	(32,982)
Sale of Assets				0
Beg. Fund Balance *	51,900		40,410	11,490
Total Revenues	81,400		102,892	(21,492)
Expenditures:				
Support Services	81,400	49,100		32,300
End Fund Balance				0
Total Expenditures	81,400	49,100	0	32,300
Fund Balance			102,892	
Less Encumbered			49,100	
Available for Expenditure			53,793	

PERS Bonds Debt Service (320)				
Revenues:				
Local	5,082,765		4,377,052	705,713
Beg. Fund Balance *	10,563,450		10,709,267	(145,817)
Total Revenues	15,646,215		15,086,319	559,896
Expenditures:				
Debt Service	6,116,208		683,104	5,433,104
End Fund Balance	9,530,007	9,530,007		0
Total Expenditures	15,646,215	9,530,007	683,104	5,433,104
Fund Balance			14,403,215	

GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,104,995		6,231,606	(126,611)
Transfers	1,431,655		1,431,650	5
Beg. Fund Balance *	1,354,500		1,331,821	22,679
Total Revenues	8,891,150		8,995,077	(103,927)
Expenditures:				
Debt Service	5,290,500		114,826	5,175,674
Transfers	1,431,650		1,431,650	0
End Fund Balance	2,169,000	2,169,000		0
Total Expenditures	8,891,150	2,169,000	1,546,476	5,175,674
Fund Balance			7,448,601	

	<u>Budget</u>	<u>Encumb'd</u>	<u>YTD Actual</u>	<u>Remaining</u>
Capital Construction Fund (405)				
Revenues:				
Local	1,095,672		610,973	484,699
Beg. Fund Balance *	1,563,700		1,785,693	(221,993)
Total Revenues	2,659,372		2,396,665	262,707
Expenditures:				
Support Services	459,372			
Facilities Acq & Const	2,200,000	8,747	697,278	1,493,975
End Fund Balance				
Total Expenditures	2,659,372	8,747	697,278	1,953,347
Fund Balance			1,699,387	
Less Encumbered			8,747	
Available for Expenditure			1,690,640	

Future Property Purchases Reserve (420)				
Revenues:				
Local	15,000		49,152	(34,152)
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,061,018		1,072,295	(11,277)
Total Revenues	1,076,018		1,121,447	(45,429)
Expenditures:				
Facilities Acq & Const	1,076,018			1,076,018
Total Expenditures	1,076,018			1,076,018
Fund Balance			1,121,447	

Dental/Vision Self Insurance (610)				
Revenues:				
Local	963,000		765,407	197,593
Beg. Fund Balance *	1,215,000		1,178,070	36,930
Total Revenues	2,178,000		1,943,477	234,523
Expenditures:				
Support Services	870,000		722,924	147,076
Contingency	1,308,000			1,308,000
Total Expenditures	2,178,000		722,924	1,455,076
Fund Balance			1,220,553	
Less Encumbered			0	
Available for Expenditure			1,220,553	

District Medical Group HRA (620)				
Revenues:				
Local	874,600		875,560	(960)
Beg. Fund Balance	2,120,000		2,129,863	(9,863)
Total Revenues	2,994,600		3,005,423	(10,823)
Expenditures:				
Support Services	440,000	2,544	363,328	74,128
End Fund Balance	2,554,600			2,554,600
Total Expenditures	2,994,600	2,544	363,328	2,628,728
Fund Balance			2,642,095	
Less Encumbered			2,544	
Available for Expenditure			2,639,551	

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over \$10,000 - All Funds
2023-24 Fiscal Year
May 2024

Date	Payee	Description	Amount
5/3/2024	DOERNBECHER FOUNDATION	NHS FUNDRAISING	10,737.02
5/3/2024	FIRST STUDENT, INC.	STUDENT TRANSPORTATION CONTRACT	364,529.09
5/3/2024	JD CONCRETE	GRANDSTAND ENTRANCE - NHS	20,803.78
5/3/2024	LINCOLN GLASS CO., INC	ARCADIA WINDOWS - FEMA GRANT	38,022.65
5/10/2024	CENGAGE LEARNING INC	ELEMENTARY READING CURRICULUM	22,192.12
5/10/2024	DH GOEBEL, ARCHITECT	FIELD HOUSE - TAHS, GRANDSTAND RESTROOMS - NHS	10,875.00
5/10/2024	DIGITAL INSURANCE LLC	GROUP HRA MANAGEMENT FEE	32,025.00
5/10/2024	FIFTH ASSET, INC DBA DEBTBOOK	LEASE REPORTING SOFTWARE	11,500.00
5/10/2024	HOLIDAY INN SACRAMENTO	PROF DEV - AVID SUMMER INSTITUTE	23,881.60
5/10/2024	JD CONCRETE	GRANDSTAND ENTRANCE - NHS BOOSTERS	20,886.05
5/10/2024	PAULY, ROGERS AND CO., P.C.	ANNUAL AUDIT SERVICES - SPRING	14,680.00
5/10/2024	PNW PROFESSIONALS	MONTHLY CONTRACT SERVICES - SLP	12,528.00
5/10/2024	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACT SERVICES	242,161.82
5/10/2024	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES	190,387.15
5/10/2024	UNITED SALAD CO	FFV - FOOD SERVICE GRANTS	12,779.40
5/10/2024	UNIVERSITY OF WEST FLORIDA	PROFESSIONAL DEVELOPMENT	11,000.00
5/17/2024	CENGAGE LEARNING INC	ELEMENTARY READING CURRICULUM	75,928.26
5/17/2024	EDDYVILLE CHARTER SCHOOL	GRANT REIMBURSEMENT - SIA	42,232.18
5/17/2024	LATHAM CENTERS, INC.	MONTHLY TUITION - OUT OF STATE SPECIAL ED PLACEMENT	27,480.00
5/17/2024	MAUL FOSTER & ALONGI, INC	ENROLLMENT FORECAST CONTRACT	11,475.00
5/24/2024	COMMUNITY SERVICES CONSORTIUM	2023-24 SSF PAYMENTS	221,374.00
5/24/2024	EDDYVILLE CHARTER SCHOOL	2023-24 SSF PAYMENTS	449,489.25
5/24/2024	FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY SOFTWARE	18,412.90
5/24/2024	OETC	STAFF CHROMEBOOKS	115,689.00
5/24/2024	OREGON COAST COMMUNITY COLLEGE	GYO TUITION, WELDING, NURSING & DUAL CREDIT PGMS	244,366.10
5/24/2024	PACIFIC COMBUSTION ENGINEERING	BOILER REPAIR - NHS & WHS	10,553.29
5/24/2024	ROAD & DRIVEWAY CO	GRANDSTANDS ENTRY - NHS BOOSTERS	15,369.85
5/24/2024	SHERWIN-WILLIAMS	PAINT FOR HIGH SCHOOL PARKING LOTS	11,134.00
5/24/2024	SILETZ VALLEY CHARTER SCHOOL	2023-24 SSF PAYMENTS	307,185.61
5/24/2024	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACT SERVICES	22,803.69
5/24/2024	UNITED SALAD CO	FFV - FOOD SERVICE GRANTS	11,389.67
5/31/2024	APPLE INC.	STAFF LAPTOPS & IPADS	121,848.90
5/31/2024	FIRST STUDENT, INC.	STUDENT TRANSPORTATION CONTRACT	452,238.94
5/31/2024	IRS ENVIRONMENTAL OF PORTLAND, INC.	ASBESTOS ABATEMENT & TESTING	20,420.00
5/31/2024	SILETZ VALLEY CHARTER SCHOOL	2023-24 SSF PAYMENTS	40,548.53
5/31/2024	TEXTHELP INC	READ/WRITE SOFTWARE	12,048.75
5/31/2024	THE HELLO FOUNDATION, LLC	MONTHLY CONTRACT SERVICES - SLP	15,040.00
5/31/2024	TOM STEVENS BOILER REPAIR, INC.	LABOR & MATERIALS FOR BOILER - NHS	85,968.89

**LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
May 31, 2024**

Oregon State Treasury - Local Government Investment Pool	
Beginning Balance	\$ 49,375,948
Additions	1,751,478
Reductions	9,172,746
Ending Balance	<u>\$ 41,954,680</u>

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds	
Beginning Balance	\$ 1,154,099
Additions	5,083
Reductions	(0)
Ending Balance	<u>\$ 1,159,183</u>

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds	
Beginning Balance	\$ 1,563,920
Additions	6,888
Reductions	(0)
Ending Balance	<u>\$ 1,570,808</u>

Oregon Coast Bank - Money Market Account	
Beginning Balance	\$ 13,519,941
Additions	4,052,804
Reductions	4,350,000
Ending Balance	<u>\$ 13,222,745</u>

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)	
.75% APY	
Beginning Balance	\$ 379,932
Additions	-
Reductions	-
Ending Balance	<u>\$ 379,932</u>

Monthly Totals	
Beginning Balance	\$ 65,993,841
Additions	\$ 5,816,253
Reductions	\$ 13,522,746
Ending Balance	<u>\$ 58,287,348</u>

<u>Interest Rates</u>	<u>March</u>	<u>April</u>	<u>May</u>
LGIP	5.20%	5.20%	5.20%
Oregon Coast Bank	5.12%	5.12%	5.12%

7.c. First Student Report (Written)

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

1. FS Drivers Representing Lincoln County at the 2024 Safety Exercises in Salem

On June 1st, three novice (CDL holder for <one year) and one experienced driver (CDL holder for >one year) participated in this year’s OPTA Safety Exercises. These Oregon School Bus Safety Exercises are effective instructional tools to improve driving skills. The objectives of these exercises are to (1) encourage learning and the implementation of good practices necessary to be exemplary school bus driver, (2) provide an opportunity to demonstrate the required skills in the demanding job of the school bus driver, (3) develop public awareness of the skills and responsibilities involved in the job of a school bus driver, AND (4) encourage communication between school bus drivers and to share information and experiences.



While we did not place this year, we will start practicing these exercises throughout the year and shoot for the trophies next year.

2. Mobile Manager Makes Drivers Aware

First Student is continuously searching for safety improvements that make our drivers the safest on the road for your children and your community. Through historical analysis, our team identified 4 key metrics that have the biggest impact on safety: Hard Braking, Rapid Acceleration, Speeding, and Idling.

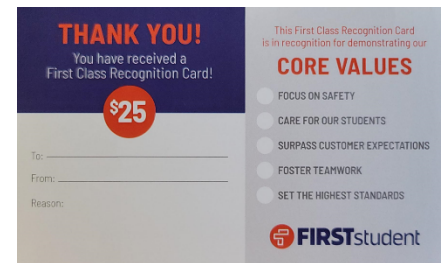
Through GPS, we capture every time one of these key safety occurrences happens on our buses. DriverScore records the event and its location which allows managers to coach drivers. Drivers receive a score between 1 and 5 stars, and the results are posted at the location for drivers to see. The program’s visibility is motivating, and it has created friendly competition between drivers to improve and maintain high scores, enhanced morale, and made work more fun.

3. Spot Awards

Another form of appreciation comes as a “First Class Recognition Card.” This \$25.00 gift card serves as a celebration for employees who demonstrate the First Student values every day. Outstanding employees deserve to be recognized for exceptional job performance, so they can be a model to other employees.

First Student’s core values of Safety, Care, Customer Service, Teamwork, and Highest Standards can be shown in many ways. Our employees have received this reward for communicating road hazards over the radio, providing complete information to parents, and being a hero to their students while keeping them safe in near-miss traffic situations.

The reward card can be redeemed for gift certificates from a variety of retailers and restaurants.



4. Driver/Candidate Comparison Report (as of 6/5/2024)

	5/9/2024		6/4/2024	
Lincoln County Bus Routes	73	Driver Shortage	73	Driver Shortage
Drivers on hand (as of 01/04/2024, LOA excluded)	45	28	45	28
Out of Town Drivers	5	23	5	23
Routes not currently serviced (combos)	17	6	17	6
Other Considerations:				
Cover Drivers positions not staffed	4	32	4	32
Route Monitor positions not staffed	1		1	
Drivers on LOA/FMLA/WC (Regular & Casual)	1		1	
Casual Drivers with limited availability	10		8	
LCSD & FS Staff (1 & 7) Available to Drive	8	14	8	14

Please note that this information is subject to frequent changes.

We currently have two candidates in class and three in behind-the-wheel training: all of them are going for their CDL.

7.d. Food Services Report (Written)

7.d.1. Nutrition Services Report

THE MONTHLY FEED - JUNE 2024

jamie.nicholson@lincoln.k12.or.us
sara.gibson@lincoln.k12.or.us
patty.graves@lincoln.k12.or.us

NUTRITION SERVICES

Lincoln County School District

School Meals Gardens Food Pantry



HELL
Summer

LCSD will again be offering **free** breakfast and lunch to kids 18 and under during the summer months. No income verification is required.

Sites open Mon-Fri 6/17/2024 - 8/16/2024 Closed 7/4 & 7/5

Newport Middle: Breakfast 8:00-8:30AM, Lunch 12:00-12:30

Toledo Elementary: Breakfast 8:00-8:30AM, Lunch 12:15-1:00

Crestview Elementary: Breakfast 8:00-8:30AM, Lunch 12:15-1:00

Oceanlake Elementary: Breakfast 8:00-8:30AM, Lunch 12:15-1:00

Please visit our webpage for a full detailed list of meal site dates and times.
<https://lincoln.k12.or.us/resources/family/schoolmenus/>

GARDEN HARVEST-GROWING OUR OWN

Our Newport School Gardens have harvested over 216 pounds of vegetables and herbs this school year. *This tally does not include all the carrots, sugar-snap peas and radishes consumed by students in the gardens.

216 pounds





WHAT'S GROWING ON?

-LCSD SCHOOL GARDENS-

-SAVE THE DATE-



RAISE YOUR HAND IF YOU LOVE SCHOOL GARDENS



COME LEARN ABOUT YAQUINA VIEW ELEMENTARY'S SCHOOL GARDEN COMMITTEE
teachers • parents • students • volunteers

Join us for an informational garden party and learn how you can get involved with supporting garden education at YV

Light garden refreshments served
July 11, 4:00-7:00pm

351 SE Harney St
Newport, OR 97365
Questions? Call Sara Gibson (678) 817-2558
sara.gibson@lincoln.k12.or.us

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 sample. This month's menu includes: Mini Cucumbers, English Cucumbers, Orange Cauliflower, Blueberries, Pink Lady Apples, Cherry Tomatoes, and Grapes.

DID YOU KNOW?

English Cucumbers, unlike regular cucumbers, are seedless! They are also the LARGEST cucumber variety! Long and slender in shape and can grow up to 2 feet long!



Thank You

Sodexo, our contracted partners in Nutrition Services has donated each LCSD High School a \$500.00 scholarship to support ongoing education for our graduating seniors.

Each school will be responsible for selecting the recipient of this scholarship.

Thank you Sodexo!

Want to be part of an amazing team?
Go to us.sodexo.com or call (541) 336-2156.



@lcsdschoolgardens



@Lincoln County Oregon School Gardens

joke of the month

What is the smartest Insect?
A spelling Bee!



FOOD PANTRY

Did you know LCSD Nutrition Services has a food pantry to support students and their families with meals outside of the school day?

If you find yourself in need, contact your school office or Nutrition Services for more information.



- 8. Board Reports
- 9. Superintendent's Report
- 9.a. Potential Bond - Survey Summary

LCS D Family, Community, Staff, and Student Facilities Survey Results

862 Total Responses

June, 2024

Compiled by Susan Schuytema



Top 3 most frequent responses:

1



BATHROOMS

Many respondents highlighted the need for updated, cleaner, more private, and well-maintained bathroom facilities. Some specific issues mentioned include broken stall doors, non-functioning toilets, and the need for gender-neutral bathrooms.

2



CLASSROOM UPGRADES

Respondents frequently mentioned the need for general classroom improvements, such as new furniture, better lighting, improved ventilation, and more windows. Updating older classrooms and ensuring all learning spaces are comfortable and functional was a common theme.

3



SEPARATE MID/HI SCHL FACILITIES

Respondents from Taft 7-12 consistently expressed the need to separate the middle and high school students into different buildings to alleviate overcrowding and improve the learning environment for both age groups.

Family and Community Results

223 Respondents

Like our staff, this group of respondents had the same #1 area that needs improvement or investment in our schools and that is:

#1 BATHROOMS

Many respondents mentioned the need for cleaner, updated, and better-maintained bathroom facilities at facilities all around the District.

2



AUDITORIUM/ THEATER SPACE

Several respondents, particularly those associated with Newport High School, emphasized the need for a dedicated auditorium or theater space for performing arts, music, and other events.



LINCOLN COUNTY
SCHOOL DISTRICT

3

CLASSROOM UPGRADES AND ADDITIONS

Several people noted the need for additional classrooms, more space in existing classrooms, and updated classroom furniture.

4

OUTDOOR LEARNING SPACES AND PLAYGROUNDS

Several respondents highlighted the importance of investing in outdoor learning spaces, covered play areas and upgraded playgrounds, and provide opportunities for outdoor learning.



5

GENERAL MAINTENANCE AND UPKEEP

Many people mentioned the importance of keeping school facilities clean, well-maintained, and in good repair, including things like roofing, painting, and lighting.



1 MORE RECREATIONAL SPACES AND EQUIPMENT

Students expressed a desire for a covered playground for inclement weather, more slides, benches, climbing bars, and a trampoline on the playground. They also suggested adding a pool for swimming practice and a bigger gymnasium.

2

ADDITIONAL LEARNING SPACES AND RESOURCES

Many students wished for dedicated spaces for art, science, and reading, such as an art room, science lab, and reading stations. They also requested more books, whiteboards, and better technology like tablets and updated screens/projectors.

IMPROVED CLASSROOMS AND FURNITURE

Students wanted their classrooms to be more colorful and inviting, with suggestions like adding more color to the walls and doors, softer lighting, and calming colors. They also desired more comfortable furniture, such as beanbags, couches, bigger desks and seats, and a larger carpet area in the classrooms.

3



Students

Grades 4-12 students had 545 Respondents

1 What building improvements or changes do you believe are most needed in your school?



Top 5 most frequent responses:

1 BATHROOMS

This group also put bathrooms as their number one priority. Many students highlighted the need for cleaner, better-maintained bathrooms with proper doors, locks, and supplies. Some specific issues mentioned include missing stall doors, non-functioning sinks, and lack of privacy.

2 OUTDOOR AREAS

Students expressed a desire for improved outdoor spaces, such as upgraded playground equipment, covered areas for recess during inclement weather, and better sports facilities (such as soccer goals, basketball hoops, and gaga ball pits).



Students

Top 5 most frequent responses:

3



CLASSROOM ENHANCEMENTS:

Students suggested various improvements to their classrooms, including more comfortable furniture, better lighting, and additional learning spaces (e.g., science labs, art rooms, quiet study areas).

4



SPECIALIZED FACILITIES

Several responses mentioned the need for dedicated spaces for specific activities, such as an auditorium for music and theater performances, a wrestling room, or a home economics classroom.

5



UPDATED HVAC SYSTEMS

Some students noted issues with temperature control and air quality in their schools, expressing a need for better heating, cooling, and ventilation systems.

Key Findings From All Responses:



Top Areas Needing Improvement

1. **BATHROOMS:**
cleanliness,
privacy,
maintenance, and
accessibility
2. **CLASSROOM
UPGRADES:**
comfort,
technology, and
learning resources



Top Areas Needing Improvement

3. **SPECIALIZED
FACILITIES:**
auditoriums, science
labs, and CTE
spaces
4. **OUTDOOR
LEARNING SPACES
AND PLAYGROUNDS**
5. **HVAC systems**



Top Reasons for Benefit of Investment

1. **IMPROVED**
student learning,
engagement, and
achievement
2. **ENHANCED**
safety, health, and
well-being for
students and staff



Top Reasons for Benefit of Investment

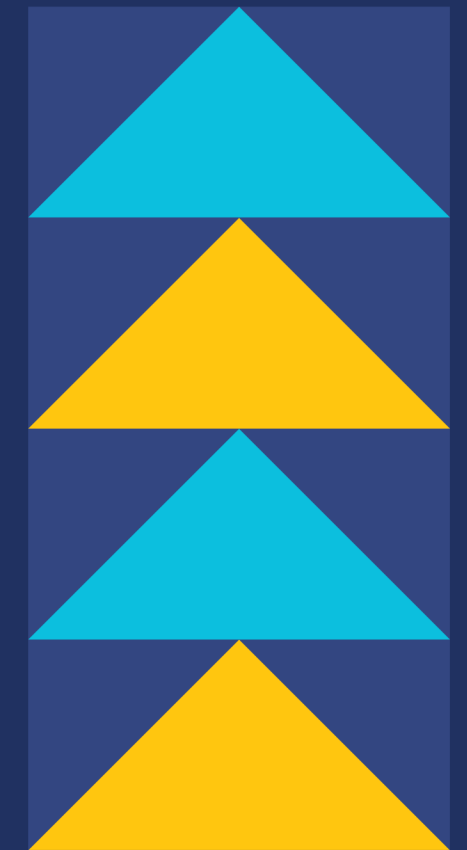
3. **INCREASED**
school pride and
community value
4. **PREPARATION**
for future career
and educational
opportunities



Questions?



This slide deck and the completed feedback forms will be shared with the Board after tonight's presentation.



Community and Family Survey Responses



223 Respondants

The survey was posted on the District website and social media outlets as well as sent through REMIND.

Majalise and Susan also talked about it at county meetings and passed out cards with the survey QR code

Survey Questions



1. What aspects of our school facilities are in most urgent need of improvement or investment?



2. How do you think investing in our facilities can positively impact student learning and achievement?



3. What building features or innovations would you like to see included in the bond proposal to make it more beneficial to our community?

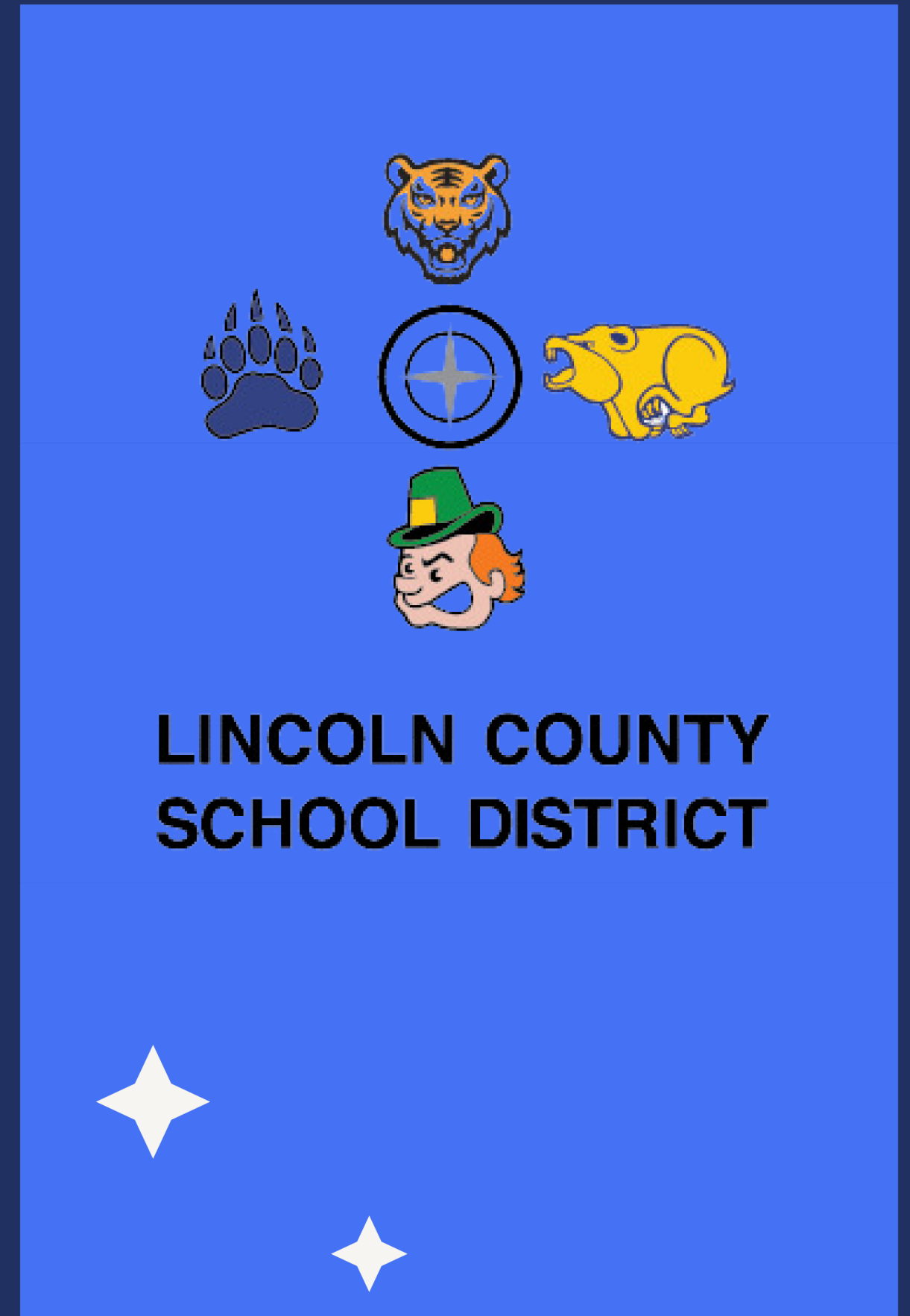


4. What technology upgrades do you believe are most crucial to prepare our students for the future?

On April 17, 2024, we sent surveys through Remind, posted them on our website and social media accounts.

The surveys closed April 30.

We received a total of 862 responses.



Staff Survey Results:

LCSD staff were asked what improvements were needed to our facilities



- 65 respondents



- 5 questions

Staff Survey Questions:

1. What areas are in need of improvement, upgrades or investment?
2. How do you think investing in facilities can positively impact student learning and achievement?
3. What building features or innovations would you like to see included in the bond to make it more beneficial to the learning environment?
4. What technology upgrades are most crucial to prepare students for their futures?



All survey respondents were asked, “What would be the most effective way for the District to communicate the details of the bond?” Only student responses are included in this report.



Top 5 most frequent responses:

4



TECHNOLOGY UPGRADES

Many respondents mentioned the need for updated technology, including better computers, interactive whiteboards, projectors, and improved network infrastructure. Some also suggested providing technology training for teachers to ensure they can effectively use new tools.

5



OUTDOOR LEARNING SPACES AND PLAYGROUNDS

Several respondents emphasized the importance of investing in outdoor learning spaces, such as school gardens, covered areas for recess during rainy weather, and improved playgrounds. Updating play equipment and creating more inviting outdoor spaces were seen as essential for student well-being and learning.



Staff

Most Common Criticisms



While not a specific area for improvement, many respondents criticized the lack of equity in funding and facility upgrades across the district. Some respondents expressed frustration that certain areas, particularly in East County, have not received the same level of investment as other parts of the district in recent years. Ensuring that all schools and communities within the district receive equitable resources and improvements was a common concern.



LINCOLN COUNTY
SCHOOL DISTRICT



Other commonly mention items:

- Security upgrades
- Improved cafeterias and lunch programs
- Updated gym facilities
- Better support for students with special needs or behavioral issues.



Community and Family Survey Results

It is important to note that while these were the most frequently mentioned areas, the survey responses also covered a wide range of other topics, including the need for:

- improved security measures
- teacher support and retention
- better technology infrastructure



There were also a few people who expressed interest in helping pass the bond.

Remember: Even though this survey asked for facility and tech opinions, many people also took the opportunity to write about other issues.

Family and Community

Top Criticisms of the Potential Bond Renewal:

EQUITY IN FUNDING DISTRIBUTION

Some respondents expressed frustration that certain areas of the district, particularly in East County have not received the same level of investment or upgrades as other schools in recent years. They feel that the bond should address this inequity and ensure all schools receive necessary improvements.

PRIORITIZING EDUCATION AND TEACHERS OVER FACILITIES

A few respondents argued that the focus should be on improving educational programs, increasing teacher salaries, and reducing class sizes rather than investing in facilities.

NECESSITY OF NEW FACILITIES

A few respondents questioned whether investing in new facilities is necessary, arguing that the current buildings are adequate, and the focus should be on maintaining and upgrading existing structures rather than constructing new ones.



TAX BURDEN

Some respondents expressed concern about the potential tax increase associated with the bond, particularly in light of the current economic climate and the impact on already-strained household budgets.

K-3 Student Survey Responses

28 respondents

Teachers of students in this age group asked and recorded their students' answers to these three questions:

1. What things do you wish were different or better about your school building?
2. How can we make our classrooms feel like the best places to learn ever?
3. Can you think of any new spaces or areas we could add to our school building to make it better for everyone?





STUDENTS 4-12

We sent REMIND messages and posted the survey on the District website and social media outlets.

545 students responded!

Students

Other Notable Suggestions Included:

- Additional elective classes
- Improved technology (e.g., computers, projectors)
- Addressing general maintenance concerns (e.g., leaky roofs, peeling paint)



3. What technology would you like to see to help prepare you for your future?

1 Better Chromebooks/Computers

Many students expressed a desire for faster, more reliable, and higher-quality Chromebooks or iPads to enhance their learning experience and prepare them for the future.

2 Coding and Programming Resources

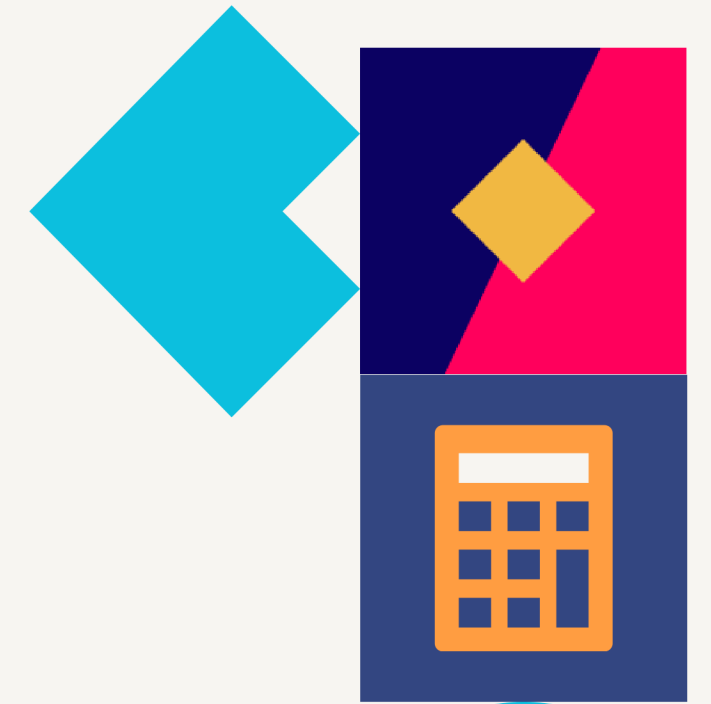
Some students showed interest in learning coding and programming skills, suggesting that schools should provide resources or classes to help them develop these important future-ready competencies.

3 Virtual Reality Technology

A number of students expressed curiosity about incorporating Virtual Reality technology into their learning, noting its potential for immersive and interactive educational experiences.

4 Improved Connectivity

Students also mentioned the need for better WiFi connectivity, headphones, mice, and other peripherals to support their use of technology in the classroom and enhance their overall learning experience.



Other notable suggestions included 3D printers, updated audiovisual equipment (e.g., projectors, speakers), and specialized software or tools for specific subjects like art, music, or design.

Below are the students' top 4 ways to involve them in the process of planning and implementing improvements .



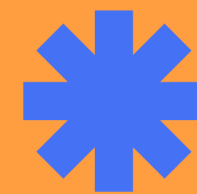
Surveys and Feedback Forms

to gather student input and opinions on potential improvements and changes.



Student Council and Rep. groups

participate in meetings, voice student concerns, and help make decisions regarding bond-funded improvements.



Voting and Polls

hold school-wide votes or polls to allow students to choose between different options or prioritize proposed changes.



Assemblies and Info meetings

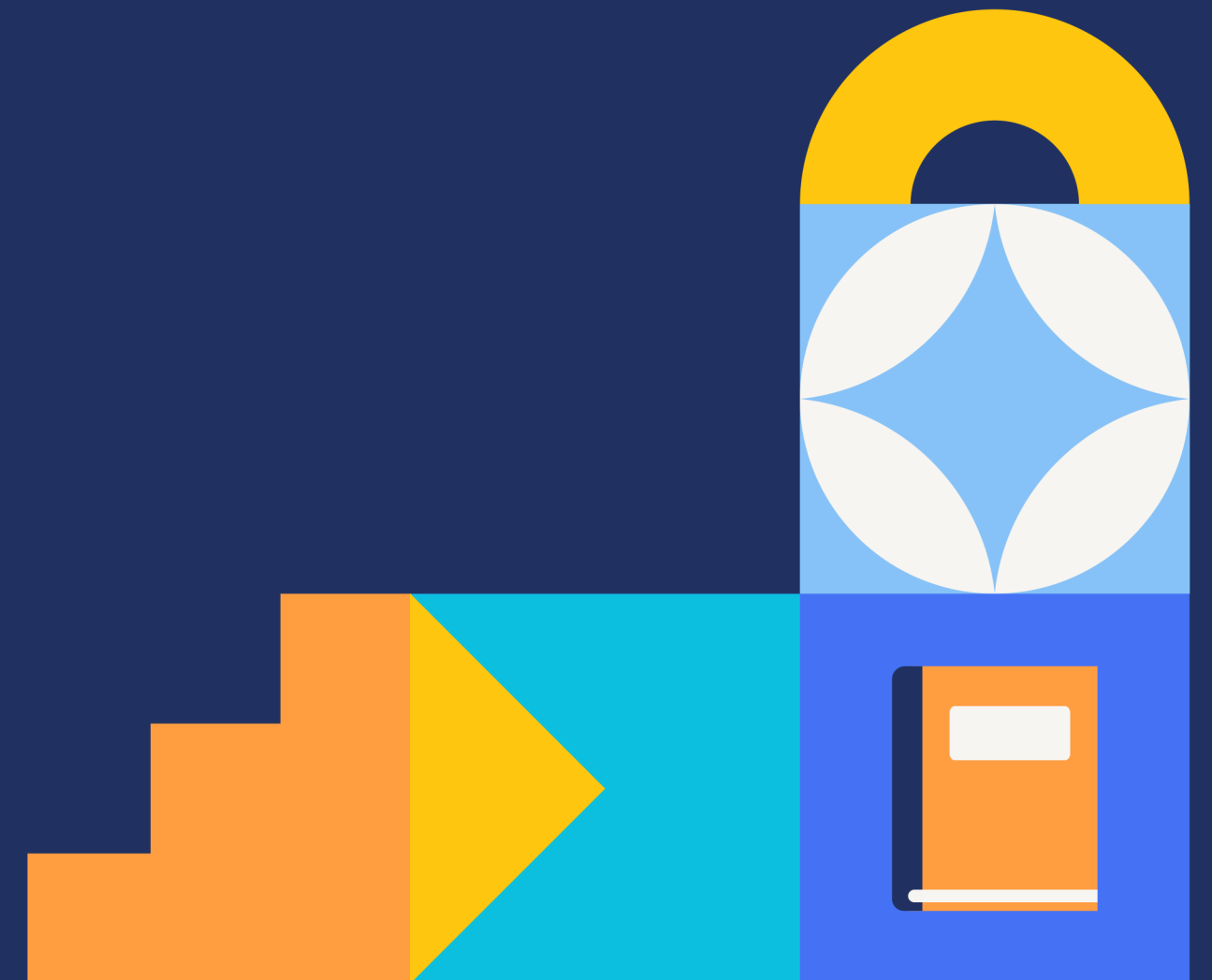
keep students updated on the progress of projects and provide opportunities for students to ask questions and share their thoughts.

Students

Other notable suggestions to involve students included:

- creating suggestion boxes for ongoing student input
- involving leadership classes or clubs in the planning process
- ensuring clear communication about upcoming changes through various channels such as email, posters, or announcements.

A few students expressed interest in being directly involved in the implementation of improvements, such as through volunteer work or student-led projects. Others mentioned the possibility of student-run fundraisers to contribute to the bond funds.



Top student criticisms or concerns:

1. Equity in funding distribution

In the first question about areas needing improvement, some respondents expressed frustration that certain areas of the district, particularly in East County or Toledo, have not received the same level of investment or upgrades as other schools in recent years. They feel that the bond should address this inequity and ensure all schools receive necessary improvements.

2. Prioritizing education and teachers over facilities

In the second question about areas needing improvement, a few respondents argued that the focus should be on improving educational programs, increasing teacher salaries, and reducing class sizes rather than investing in facilities. They believe that supporting teachers and enhancing educational opportunities should be the top priority.

3. Need for better communication and student involvement

Some students expressed a desire for clearer communication about upcoming changes and more opportunities for student input through various channels such as surveys, student councils, and informational meetings. This suggests that there may be room for improvement in terms of keeping students informed and engaged in the process of bond-funded improvements. Prioritizing education and teachers over facilities

In the second question about areas needing improvement, a few respondents argued that the focus should be on improving educational programs, increasing teacher salaries, and reducing class sizes rather than investing in facilities.



Student Survey Results

2. What parts of our school buildings should we spend money on to improve your learning?

1 CLASSROOM IMPROVEMENTS

- more comfortable seating
- better desks with more space
- updated technology (e.g., computers, projectors)
- enhanced learning materials and resources.

Many students mentioned updating band instruments



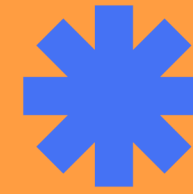
Effective Communication

- Multiple channels: social media, email, newsletters, local media
- Comm. meetings and forums
- student involvement
- Clear, concise and visually engaging materials



Concerns and Criticisms

- Equitable distribution of funding across the district
- Balancing facility investments with educational program support
- Transparency and accountability in bond spending
- Necessity and prioritization of proposed improvements



Student Involvement

- Surveys and feedback opportunities
- Student council or representative groups
- School-wide votes and polls
- Assemblies and informational meetings
- Participation in fundraising and volunteer projects



Technology for the future

- Updated computers and devices
- Coding and programming resources
- Virtual reality and immersive learning tools
- Improved connectivity and technical support

Key Findings from all responses combined:



Top areas needing improvement:

- **BATHROOMS:** cleanliness, privacy, maintenance, and accessibility
- **CLASSROOM UPGRADES:** comfort, technology, and learning resources
- **SPECIALIZED FACILITIES:** auditoriums, science labs, and CTE spaces
- **OUTDOOR LEARNING SPACES AND PLAYGROUNDS**
- **HVAC SYSTEMS**



Benefits of investing in school facilities:

- Improved student learning, engagement, and achievement
- Enhanced safety, health, and well-being for students and staff
- Increased school pride and community value
- Preparation for future career and educational opportunities

10. Adoption of the Consent Calendar

10.a. Minutes of the Board

10.b. Teaching & Learning

10.b.1. Language Acquisition Funding Approval



Seidlitz Education LLC
638 Camino de Los Mares, Suite H130/ 639
San Clemente, CA 92673
(P) 949.351.7374 (F) 949.200.4384

April 28, 2024

Lincoln County School District
459 SW Coast Hwy
Newport, OR 97365
Attn: Jordan Ilett

SERVICE CONTRACT

1. This Service Contract is made and entered into by and between Seidlitz Education and **Lincoln County School District**.
2. Relationship – Seidlitz Education, LLC trainers are conducting business as an employee or independent contractor on behalf of the corporation Seidlitz Education for **Lincoln County School District**.
3. Services: Seidlitz Education agrees to present an **IN PERSON** workshop on the following:

Topic: Seven Steps Consulting, Modeling Coaching

Trainer: Dr. Carol Salva

Date / Time: October 2, 2024 from 9:00am - 4:00pm
October 3, 2024 from 8:00am - 3:00pm
October 4, 2024 from 8:00am - 3:00pm

November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

March 10, 2025
Start/End Time TBD*
3 Hours of Online Consulting

April 22, 2025 from 8:00am - 3:00pm
April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

Trainer: Elise White Diaz

Date / Time: November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

Contract #1892-K

Trainer: Yamila Aloise Miller
Date / Time: November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

Trainer: Allison Hand
Date / Time: November 6, 2024 from 9:00am - 4:00pm
November 7, 2024 from 8:00am - 3:00pm
November 8, 2024 from 8:00am - 3:00pm

February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

Trainer: Dr. Marie Heath
Date / Time: February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

Trainer: Sally Barnes
Date / Time: February 12, 2025 from 9:00am - 4:00pm
February 13, 2025 from 8:00am - 3:00pm
February 14, 2025 from 8:00am - 3:00pm

April 23, 2025 from 8:00am - 3:00pm
April 24, 2025 from 8:00am - 3:00pm
April 25, 2025 from 8:00am - 3:00pm

- **Recording of the above listed session(s) is prohibited**

4. Audio Visual/Set Up: **Lincoln County School District** to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. **Lincoln County School District** to provide the following items for each participant: index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119
5. Seidlitz Education is not required to provide an ASL interpreter or other interpretive services as part of this service contract. Such services, if necessary, shall be provided by the School District. This applies to both in person services or virtual services.
6. This service contract must be signed by **May 15, 2024** to hold the date of service. If the contract is not signed by **May 15, 2024** it becomes null and void.
7. Cancellation: If **Lincoln County School District** cancels within 60 days prior to the training date, **Lincoln County School District** will be subject to a \$500.00 cancellation fee. The cancellation fee will be waived if **Lincoln County School District** reschedules within 90 days of the scheduled training date(s). All cancellations must be submitted in writing.

Please note: Lincoln County School District agrees that if a district consultant agreement/contract is sent for Seidlitz Education, LLC to sign, the above Cancellation policy must be included in the terms of the agreement/contract.

Contract #1892-K

8. Compensation: For performance of the services described above, satisfactory to **Lincoln County School District , Lincoln County School District** agrees to pay **Seidlitz Education located at 638 Camino de Los Mares, Suite H130 * Box 639 – San Clemente, CA 92673**, a fixed fee based on the following:

Training =	\$4,300.00 per day x 40 days
Training Virtual =	\$1,900.00 per day x 1 day
Materials =	\$0.00 for
Shipping and Handling =	\$0.00
Total =	<u>\$173,900.00 (PO to be received 30 days prior of date of service)</u>

Price above is based on tax exempt status. Non tax exempt districts will be charged applicable sales tax.

Lincoln County School District , is in agreement that if a PO is not received 30 days prior, Seidlitz Education has the right to remove the scheduled date from our calendar. Lincoln County School District will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers.

9. Lincoln County School District agrees that every participant will have a copy of the materials at the training if applicable.

Please note: Seidlitz Education, LLC. believes that to maintain fidelity to the design of the session as well as the content covered, all participants are required to have a book. Not having a copy of the book will hinder not only the attendees ability to fully participate in the learning process, but also opportunities to experience and reflect on strategies to implement for student success.

10. Governing law: It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the governing venue.

Dispute Resolution. Claims and other disputes arising out of or related to the Service Contract shall be resolved exclusively and the parties agree to jurisdiction and the governing law and venue unless otherwise prohibited by law.

In addition, Seidlitz Education is in accordance with the following Texas government codes:

- a. Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a “company” without “written verification” in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.
- b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller’s Office.

11. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.

12. **Severability.** If any part of the Agreement shall be deemed by any law, arbitrator, court, or governmental or regulatory authority of competent jurisdiction, to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such part, and the remainder shall be enforced to the fullest extent permitted by law.

13. **Construction.** The Parties agree that all terms of the Agreement have been freely negotiated by experienced, knowledgeable and consenting business persons and that each has been given sufficient opportunity to review and negotiate such terms and obtain advice of independent legal counsel. Accordingly, the Agreement shall not be construed for or against either Seidlitz Education or School District, but shall be enforced in accordance with its plain meaning as negotiated and stated in the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year set forth below:

Signature: 
Mónica Lara, PhD / CEO, Seidlitz Education

Acceptance of Contract

Lincoln County School District , accepts the above contract and the terms and conditions of items 1-12, thereof and will fulfill the payment listed above.

Name: _____

Signature: _____

Title: _____ Date: _____

Training Location Address: _____

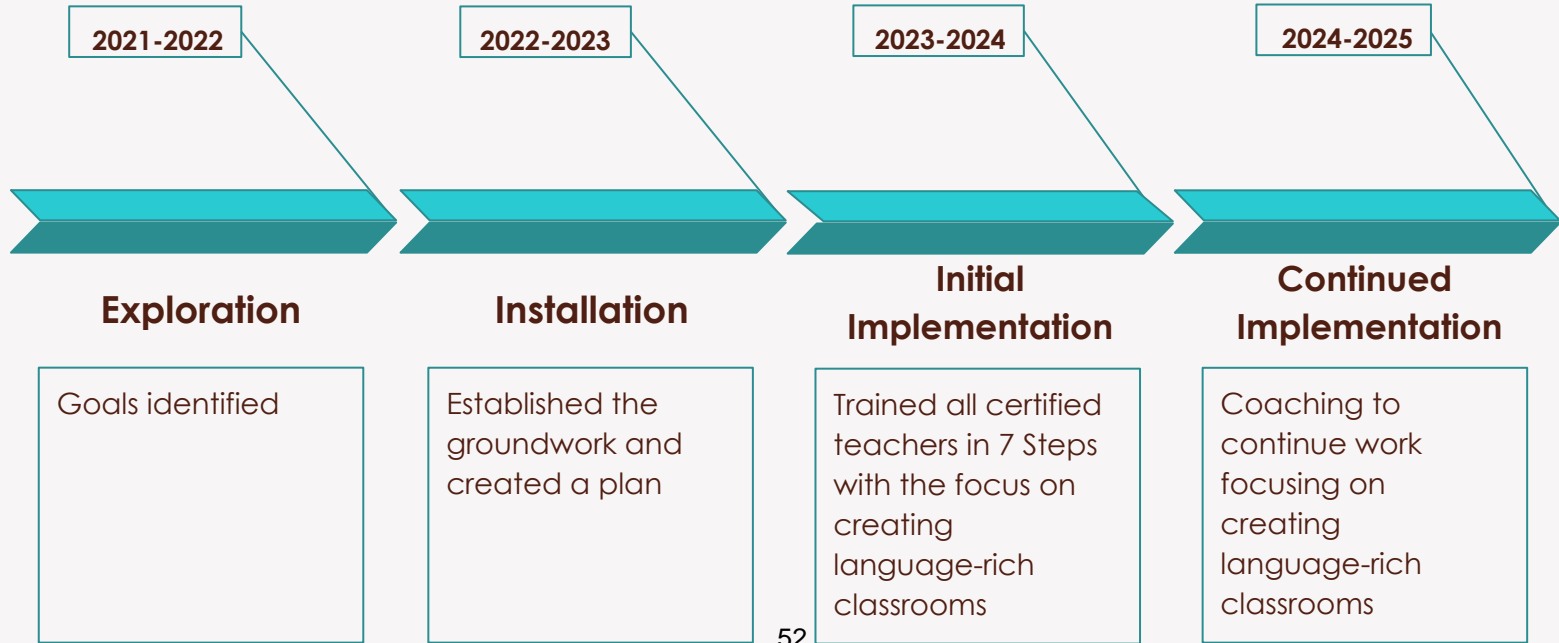
City, State, Zip Code _____

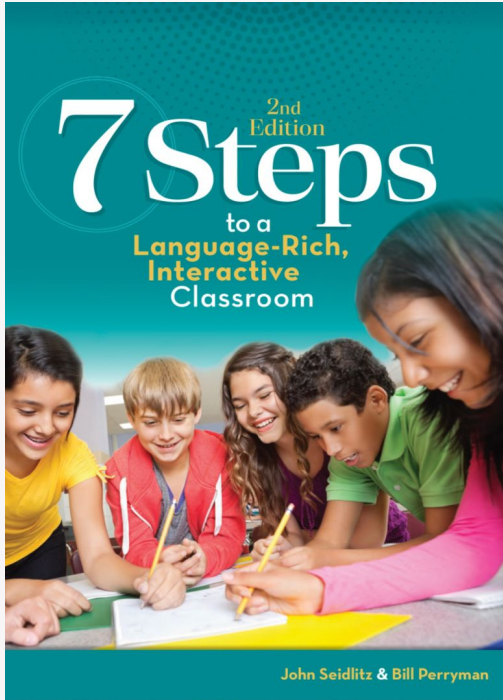
Texas County: _____

Contact Phone number _____ Contact Cell # (emergency only) _____

Tax Exempt #: _____

LCSD HB3499 Timeline





Future Partnering With Seidlitz

- ❑ Each site will receive three coaching consultant visits from Seidlitz consultants in the coming year.
- ❑ Coaching sessions will be focused on fostering language development and student engagement through structured reading, writing, and conversations.
- ❑ Teams will consist of Administrators, ELD teachers, Instructional Coaches and teachers.
- ❑ This approach will support teachers' work to cultivate a language-rich classroom environment, ultimately enhancing outcomes for our English Learners (ELs).

10.b.2. Board Personnel Action

Board Agenda — June 11, 2024 — Personnel Action

Resignation(s):

Colton Blaser	Math/Science Teacher Compass Online	Resignation 8/26/2022 – 6/30/2024
Elizabeth Soper	Music Teacher Toledo Jr-Sr High	Resignation 8/28/2020 – 6/30/2024
Pallas Stallard	Kindergarten Teacher Oceanlake	Retirement 9/25/1996 – 6/30/2024
Cassie Dixon	Student Support Facilitator Oceanlake	Resignation 1/31/2022 – 6/30/2024
Joey Godfrey	Early Childhood Teaching Asst Yaquina View	Resignation 10/16/2023 – 6/30/2024
Robyn Myers	Instructional Assistant Oceanlake	Resignation 8/31/2023 – 6/30/2024
Maria Molvig	Student Support Facilitator Taft 7-12	Resignation 9/1/2022 – 6/30/2024
Wendy Raatz	Program Assistant Compass Center	Resignation 8/31/2023 – 6/30/2024
Angelina Rose	Early Childhood Teaching Asst Toledo Jr-Sr High	Resignation 9/5/2023 – 6/30/2024
Taylor Thomas	Early Childhood Teaching Asst Yaquina View	Resignation 10/2/2023 – 5/28/2024

Angel Torres Mateos	Bilingual Graduation Coach Newport High	Resignation 8/31/2023 – 6/30/2024
Brooke Yamanaka	Early Childhood Teaching Assistant Toledo Jr- Sr High School	Resignation 10/2/2023 – 6/30/2024

Leave of Absence(s):

Kelly Geerdes	2024-2025 School Year
Jamie Martinson	2024-2025 School Year
Jennifer Torres	2024-2025 School Year

10.c. Human Resources

10.c.1. Confidential/Exempt Employee Group Agreement (Provided under separate cover)

11. Action Items

11.a. Teaching & Learning

11.a.1. Compass Online School Designation

11.b. Business Services

11.b.1. Resolution Adopting the 2024-25 Budget

**RESOLUTION 2023/24-05
RESOLUTION ADOPTING THE BUDGET**

BE IT RESOLVED that the Board of Directors of Lincoln County School District hereby adopts the budget for fiscal year 2024-2025 in the total amount of **\$172,537,208*** now on file at the District Administrative Office, 1212 NE Fogarty Street, Newport, Oregon and on the District web site at www.lincoln.k12.or.us.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below are hereby appropriated:

GENERAL FUND		DEBT SERVICE	
Instruction	\$ 42,435,631	Debt Service	\$ 6,789,693
Support Services	33,360,054	Transfers	6,515,000
Enterprise & Community Svcs.	29,888		
Facilities, Acquis. & Constr.	5,000	Total Fund	<u>\$ 13,304,693</u>
Transfers	4,800,005		
Debt Service	3,200	CAPITAL PROJECTS	
Contingency	3,750,000	Support Services	\$ 282,370
Total Fund	<u>\$ 84,383,778</u>	Facilities, Acquis. & Constr.	3,090,265
		Total Fund	<u>\$ 3,372,635</u>
SPECIAL FUNDS		SELF INSURANCE FUND	
Instruction	\$ 12,513,530	Support Services	\$ 1,300,518
Support Services	12,249,207	Contingency	4,464,132
Enterprise & Community Svcs.	4,696,088	Total Fund	<u>\$ 5,764,650</u>
Facilities, Acquis. & Constr.	3,465,263		
Transfers	5		
Contingency	7,345,501		
Total Fund	<u>\$ 40,269,594</u>		
		TOTAL APPROPRIATIONS - ALL FUNDS	<u>\$ 147,095,350</u>
		TOTAL UNAPPROPRIATED and RESERVE AMOUNTS - ALL FUNDS	<u>\$ 25,441,858</u> **
		TOTAL ADOPTED BUDGET	<u>\$ 172,537,208</u> *

** Unappropriated Ending Fund Balances are in the following Funds: General Fund \$5,353,840 Special Revenue Funds \$3,883,315; Debt Service Fund \$16,204,703.

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for the tax year 2024-2025 upon the assessed value of all taxable property within the district:

- (1) At the rate of \$4.9092 per \$1,000 of assessed value for permanent rate tax;
- (2) In the amount of \$6,572,103 for debt service for general obligation bonds;

RESOLUTION CATEGORIZING THE TAX

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

Subject to the Education Limitation

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

Excluded from Limitation

General Obligation Bond Debt Service \$6,572,103

FURTHERMORE, the Board of Directors of Lincoln County School District hereby directs the Superintendent to implement the 2024-2025 budget, as adopted, adjusting as necessary for up to date information.

The above resolution statements were approved and declared adopted on June 11, 2024.

Board Chair

58

Superintendent/Clerk

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

11.c.1. Custodial Contract Renewal

AMENDMENT

LINCOLN COUNTY SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 1, 2024, 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	\$2,191,009.83
CPI increase 2.98%	\$65,292.09
One (1) Additional Custodial FTE per Client's request	\$51,688.00
New Contract Price effective July 1, 2024	\$2,307,989.93

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, 2024 through June 30, 2025 shall be Two Million Three Hundred Seven Thousand Nine Hundred Eighty Nine and 93/100 Dollars (\$2,307,989.93). In any year which is a leap year, the fixed Contract Price shall be increased by an additional day (1/365 of the annual fixed Contract Price) to account for the additional day. District will pay Contractor the Contract Price in installment payments, which are determined by dividing the annual amount of the Contract Price by 365 days and this daily amount is applied to the billing frequency below. The Contract Price is based upon Contractor's estimates at the time of submission taking into account the financial risks assumed by Contractor and certain fees and Charges incorporated into the calculation of the Contract Price such as Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, fixed percentage of salaries and wages for health benefits, and supplies and services at invoiced amount with Contractor retaining allowances negotiated in its national and regional procurement contracts.

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

2. Pursuant to Section III, Subsection 1.D, the hourly custodial rate of pay for added optional services shall be Twenty Four and 85/100 Dollars (\$24.85), and overtime hourly rate of pay shall be Thirty Seven and 27/100 Dollars (\$37.27).

3. Effective January 1, 2024, Contractor is amended to reflect a change of both the first and second addresses for Notices to Contractor as follows:

“To Sodexo: Sodexo America, LLC
Attention: David Newman
CEO, North America Schools
915 Meeting Street
North Bethesda, Maryland 20852

and: Sodexo America, LLC
915 Meeting Street, Suite 1500
North Bethesda, Maryland 20852
Email: SodexoLawDept.USA@sodexo.com

The following paragraph is added to the end of Notices as follows:

With respect to any written notice or communication transmitted by the District to Contractor’s Law Department in accordance with this Section, the District may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested.”

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

5. This Amendment is effective July 1, 2024, 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:

Brad L. Lozier
Senior Vice President

11.c.2. Nutrition Services 2024-25 Contract Renewal

This Amendment No. 01 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, 2024 (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, 2024, and continues until June 30, 2025. This Agreement is subject to a maximum of four (4) 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 [~~\$4.40~~] \$4.58 per meal (2 breakfast = 1 meal)

Meal Equivalents [~~\$4.40~~] \$4.58 per meal based on \$4.86 rate

NSLP

Lunch [~~\$4.40~~] \$4.58 per meal (1 lunch = 1 meal)

Snack [~~\$4.40~~] \$4.58 per snack (3 snacks = 1 meal)

Meal Equivalents [~~\$4.40~~] \$4.58 per meal based on \$4.86 rate

SFSP

Breakfast [~~\$4.40~~] \$4.58 per meal (2 breakfast = 1 meal)

Lunch [~~\$4.40~~] \$4.58 per meal (1 lunch = 1 meal)

Snack [~~\$4.40~~] \$4.58 per snack (3 snacks = 1 meal)

Meal Equivalents [~~\$4.40~~] \$4.58 per meal based on \$4.86 rate

CACFP

Breakfast [~~\$4.40~~] \$4.58 per meal (2 breakfast = 1 meal)

Lunch [~~\$4.40~~] \$4.58 per meal (1 lunch = 1 meal)

Supper [~~\$4.40~~] \$4.58 per meal (1 supper = 1 meal)

Snack [~~\$4.40~~] \$4.58 per snack (3snacks = 1 meal)

Meal Equivalents [~~\$4.40~~] \$4.58 per meal based on \$4.86 rate

Vended Meals Programs (if offered)

Breakfast [~~\$4.40~~] \$4.58 per meal (2 breakfasts = 1 meal)

Lunch [~~\$4.40~~] \$4.58 per meal (1 lunch = 1 meal)

Snack [~~\$4.40~~] \$4.58 per meal (3 snacks = 1 meal)

Meal Equivalents [~~\$4.40~~] \$4.58 per meal based on \$4.86 rate

FFVP

Serving [~~\$4.40~~] \$4.58 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.

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, (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.

Sodexo, America, LLC

Authorized
Signature:

Title:

Date:

Print
Signature

Lincoln County School District:

Authorized
Signature:

Title:

Date:

Attachment A: MINIMUM FOOD SPECIFICATIONS

Summer Food Service Program Meal Pattern

Food Components	Breakfast	Lunch or Supper	Snack ¹ (Choose two of the four)
Milk			
• Milk, fluid	1 cup (8 fl oz) ²	1 cup (8 fl oz) ³	1 cup (8 fl oz) ²
Vegetables and/or Fruits			
• Vegetable(s) and/or fruit(s), or full-strength vegetable or fruit juice	½ cup	¾ cup total ⁴	¾ cup
• An equivalent quantity of any combination of vegetables(s), fruit(s), and juice	½ cup (4 fl oz)		¾ cup (6 fl oz)
Grains and Breads⁵			
• Bread	1 slice	1 slice	1 slice
• Cornbread, biscuits, rolls, muffins, etc.	1 serving	1 serving	1 serving
• Cold dry cereal	¾ cup or 1 oz ⁶		¾ cup or 1 oz ⁶
• Cooked pasta or noodle product	½ cup	½ cup	½ cup
• Cooked cereal or cereal grains or anequivalent quantity of any combination of grains/breads	½ cup	½ cup	½ cup
Meat and Meat Alternates (Optional)			
• Lean meat or poultry or fish or alternate protein product ⁷	1 oz	2 oz	1 oz
• Cheese	1 oz	2 oz	1 oz
• Eggs	½ large egg	1 large egg	½ large egg
• Cooked dry beans or peas	¼ cup	½ cup	¼ cup
• Peanut butter or soynut butter or other nut or seed butters	2 tbsp	4 tbsp	2 tbsp
• Peanuts or soynuts or tree nuts or seeds, or yogurt, plain or sweetened and flavored	1 oz	1 oz= 50% ⁸	1 oz
• An equivalent quantity of any combination of the above meat/meat alternates	4 oz or ½ cup	8 oz or 1 cup	4 oz or ½ cup

For the purpose of this table, a cup means a standard measuring cup.

¹ Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.

² Shall be served as a beverage, or on cereal, or use part of it for each purpose.

³ Shall be served as a beverage.

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

⁵ All grain/bread items must be enriched or whole grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole grain meal or flour.

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

⁷ Must meet the requirements in Appendix A of the SFSP regulations.

⁸ No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

**Infant Meal Pattern Requirements
Child and Adult Care Food Program
EFFECTIVE OCTOBER 1, 2021**

- Infants should be fed on demand when they show hunger signals
- Sponsors must offer to at least one reimbursable iron-fortified infant formula (IFIF)
- The tables below list minimum serving sizes to meet meal pattern requirements

Abbreviations: Fl. oz. = Fluid Ounces Oz. eq. = Ounce Equivalent Oz. = Ounce (weight) Tbsp. = Tablespoon

Breakfast, Lunch, and Supper:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk¹ or Iron-Fortified Infant Formula (IFIF)^{1,2}	4-6 fl. oz.	6-8 fl. oz.
Fruit or Vegetable^{3,4} or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC)^{5,6} or Meat/Meat Alternates (M/MA)³ , including Meat, fish, poultry, whole eggs, cooked beans/peas, or Cheese, or Cottage Cheese, or Yogurt ⁷		0 – ½ oz. eq. (0-4 Tbsp.) 0-4 Tbsp. 0-2 oz. 0-4 oz. or ½ cup 0-4 oz. or ½ cup

Note: Iron-Fortified Infant Cereal (IFIC) is the only Grain item that is allowed at Breakfast, Lunch, and Supper. Infants that do not consume IFIC can be served a M/MA item instead.

Snack:

Food Components and Food Items	Birth – 5 Months	6 – 11 Months
Breast Milk¹ or Iron-Fortified Infant Formula (IFIF)^{1,2}	4-6 fl. oz.	2-4 fl. oz.
Fruit or Vegetable^{3,4} or a combination of both		0-2 Tbsp.
Iron-Fortified Infant Cereal (IFIC)^{5,6} or Breads, Crackers, or Ready-to-Eat (RTE) Cereals^{5,6,8} Bread, Tortilla, or Biscuit, or Waffle, Pancake, or English Muffin, or Savory Crackers, or Sweet Crackers, or RTE Cereals, Flakes or Rounds ⁹ , or RTE Cereals, Puffs ⁹		0 – ½ oz. eq. (0-4 Tbsp.) 0 – ½ oz. eq. 14 grams 17 grams 6 grams 7 grams 7 grams or 4 Tbsp. or ¼ cup 7 grams or 5 Tbsp. or ⅓ cup

Note: Breads, crackers, and RTE cereals are only allowed at Snack. M/MAs can be served as a bonus item only.

¹ Breast milk or IFIF, or portions of both must be served. Serving breast milk, when available, is considered a best practice for infants from birth through 11 months.

² All infant formula must be FDA-regulated and iron-fortified with 1 mg of iron or more per 100 calories of formula.

³ A serving of this component is required once an infant is developmentally ready for solid foods. A combination of different food items within the component is allowed.

⁴ Fruit and vegetable juices, including 100% juices, are not allowed for infants.

⁵ All infant cereal must be iron-fortified (IFIC).

⁶ Grains must be one of the following: enriched meal/flour or whole grain-rich. Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. For more sample serving sizes on creditable infant Grains, refer to the [Feeding Infants Using Ounce Equivalents for Grains Worksheet](#).

⁷Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.

⁸Grain-based desserts do not count towards meeting the Grains component requirement.

⁹Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.

Additional Resources: [Feeding Infants in the Child and Adult Care Food Program \(USDA\)](#)

CACFP Meals for Children 1 - 18 years

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast¹: Serve all 3 components for a reimbursable Breakfast²

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Vegetables, Fruits, or portions of both⁵	¼ cup	½ cup	½ cup	½ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Waffle, Pancake, Croissant	17 grams	17 grams	34 grams	34 grams
Oatmeal and other cooked cereal grains ⁸	¼ cup cooked	¼ cup cooked	½ cup cooked	½ cup cooked
Cereal, Ready-to-Eat Flakes or Rounds ⁸	½ cup	½ cup	1 cup	1 cup
Cereal, Ready-to-Eat Granola ⁸	⅛ cup	⅛ cup	¼ cup	¼ cup
Cereal, Ready-to-eat Puffed ⁸	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup

Snack¹: Select 2 of the 5 components for a reimbursable snack⁹

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate (M/MA)	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Cheese	½ oz.	½ oz.	1 oz.	1 oz.
Peanut butter or other nut/seed butters	1 Tbsp.	1 Tbsp.	2 Tbsp.	2 Tbsp.
Yogurt (including soy yogurt) ¹⁰	2 oz. (¼ cup)	2 oz. (¼ cup)	4 oz. (½ cup)	4 oz. (½ cup)
Vegetables⁵	½ cup	½ cup	¾ cup	¾ cup
Fruits⁵	½ cup	½ cup	¾ cup	¾ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Cracker, Graham (about 5" by 2½")	14 grams/ 1 cracker	14 grams/ 1 cracker	28 grams/ 2 crackers	28 grams/ 2 crackers
Crackers (various)	11 grams	11 grams	22 grams	22 grams

Lunch or Supper¹: Serve all 5 components for a reimbursable Lunch or Supper¹¹

Food Components and Food Items	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ³
Fluid Milk⁴	4 fl oz (½ cup)	6 fl oz (¾ cup)	8 fl oz (1 cup)	8 fl oz (1 cup)
Meat or Meat Alternate (M/MA)	1 oz. eq.	1 ½ oz. eq.	2 oz. eq.	2 oz. eq.

Lean meat, poultry, or fish	1 oz. eq.	1 ½ oz. eq.	2 oz. eq.	2 oz. eq.
Tofu ¹²	2.2 oz. or ¼ c	3.3 oz. or ⅜ c	4.4 oz. or ½ c	4.4 oz. or ½ c
Cheese	1 oz.	1 ½ oz.	2 oz.	2 oz.
Large egg	½ egg	¾ egg	1 egg	1 egg
Cooked dry beans/peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or other nut/seed butters	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.
Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	½ oz. = 50%	¾ oz. = 50%	1 oz. = 50%	1 oz. – 50%
Vegetables^{5, 13, 14}	⅛ cup	¼ cup	½ cup	½ cup
Fruits⁵	⅛ cup	¼ cup	¼ cup	¼ cup
Grains⁶, using ounce equivalent (oz. eq.)⁷	½ oz. eq.	½ oz. eq.	1 oz. eq.	1 oz. eq.
Bread, Biscuit, or Roll	14 grams	14 grams	28 grams	28 grams
Pasta, Rice, or Grits	14 grams dry/ ¼ cup cooked	14 grams dry/ ¼ cup cooked	28 grams dry/ ½ cup cooked	28 grams dry/ ½ cup cooked
Tortilla, Soft, Flour or Corn	14 grams	14 grams	28 grams	28 grams

CACFP Meals for Children 1-18 Years

- ¹ Water must be offered to children throughout the day. Water is not part of a reimbursable meal and may not be served instead of fluid milk.
- ² All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](#) is an option only for At-Risk Afterschool Sponsors.
- ³ Larger portion sizes than specified may need to be served to children ages 13 through 18 years old to meet their nutritional needs.
- ⁴ [Milk type served](#) must be unflavored whole milk for children one year of age (12-23 months). Milk must be unflavored low-fat (1%) or unflavored fat-free (skim) for children 2-5 years of age. Milk must be unflavored low-fat (1%) or fat-free (skim) milk or flavored fat-free (skim) milk for children 6 years old and older.
- ⁵ Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.
- ⁶ At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-based desserts](#) do not count towards meeting the Grains component requirement.
- ⁷ Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](#) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the '[Using Ounce Equivalents for Grains in the CACFP Worksheet.](#)'
- ⁸ Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.
- ⁹ Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack.
- ¹⁰ Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card.
- ¹¹ All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](#) is an option only for At-Risk Afterschool Sponsors.
- ¹² Tofu must contain at least 5 grams of protein for every 2.2 oz (¼ cup) serving.
- ¹³ Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.
- ¹⁴ Leafy greens, such as lettuce or spinach, only credit for half of the volume served. ½ cup of spinach will credit for ¼ cup of Vegetables.

Attachment A (continued): MINIMUM FOOD SPECIFICATIONS

CACFP Meals for Adults in Care

Child and Adult Care Food Program

EFFECTIVE OCTOBER 1, 2021

Breakfast: Serve all 3 components for a reimbursable Breakfast¹

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk²	8 fl. oz. (1 cup)
Vegetables, Fruits, or portions of both³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	2 oz. eq.
Bread, Biscuit, or Roll	56 grams
Waffle, Pancake, Croissant	68 grams
Oatmeal and other cooked cereal grains ⁶	1 cup cooked
Cereal, Ready-to-Eat Flakes or Rounds ⁶	2 cups
Cereal, Ready-to-Eat Granola ⁶	½ cup
Cereal, Ready-to-eat Puffed ⁶	2 ½ cups

Snack: Select 2 of the 5 components for a reimbursable snack⁷

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk²	8 fl. oz. (1 cup)
Meat or Meat Alternate (M/MA)	1 oz. eq.
Cheese	1 oz.
Cottage Cheese	2 oz. or ¼ cup
Peanut butter or other nut/seed butters	2 Tbsp.
Yogurt (including soy yogurt) ⁸	4 oz. (½ cup)
Vegetables³	½ cup
Fruits³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	1 oz. eq.
Bread, Biscuit, or Roll	28 grams
Cracker, Graham (about 5" by 2½")	28 grams/ 2 crackers
Crackers (various)	22 grams

Lunch or Supper: Serve all 5 components for a reimbursable Lunch or Supper⁹

Food Components and Food Items	Minimum Serving Sizes
Fluid Milk^{2,10}	8 fl. oz. (1 cup)
Meat or Meat Alternate (M/MA)	2 oz. eq.
Lean meat, poultry, or fish	2 oz. eq.
Tofu ¹¹	4.4 oz. or ½ c
Cheese	2 oz.
Large egg	1 egg
Cooked dry beans/peas	½ cup
Peanut butter or other nut/seed butters	4 Tbsp.

Peanuts, soy nuts, tree nuts, or seeds (may only credit up to 50% M/MA)	1 oz. – 50%
Vegetables^{3, 12, 13}	½ cup
Fruits³	½ cup
Grains⁴, using ounce equivalent (oz. eq.)⁵	2 oz. eq.
Bread, Biscuit, or Roll	56 grams
Pasta, Rice, or Grits	56 grams dry/1 cup cooked
Tortilla, Soft, Flour or Corn	56 grams

CACFP Meals for Adults

- ¹ All three components must be served for a reimbursable breakfast. Meat and Meat Alternates (M/MA) may be used to meet the entire grains component requirement a maximum of three times a week at breakfast. One ounce equivalent of M/MA is equal to one ounce equivalent of Grains. [Offer Versus Serve](#) is an option.
- ² [Milk type served](#) must be unflavored low-fat (1%) or fat-free (skim) milk, or flavored fat-free (skim) milk for adult participants. For adult CACFP participants, 6 ounces (weight) or $\frac{3}{4}$ cup (volume) yogurt may be used to meet the equivalent of 8 ounces fluid milk once per day when yogurt is not served as a meat alternate in the same meal. Water is recommended at meals or snacks when yogurt is substituted for milk. Refer to the ODE [CNP Meal Accommodations and Modifications](#) page for more information on Nutritionally Equivalent Milk Substitutes and Medically-Required Accommodations.
- ³ Pasteurized 100% juice may only be used to meet the vegetable or fruit requirement one time per day.
- ⁴ At least one serving of grains per day must be whole-grain rich across all meals and snacks served at each site. [Grain-based desserts](#) do not count towards meeting the Grains component requirement.
- ⁵ Ounce equivalent serving sizes will be used to determine the quantity of creditable grains starting October 1, 2021. One ounce equivalent serving size is equal to one serving size. See [Exhibit A](#) for comparisons between the previous serving sizes and ounce equivalents. For more sample serving sizes and an explanation of ounce equivalent measurements, refer to the '[Using Ounce Equivalents for Grains in the CACFP Worksheet.](#)'
- ⁶ Breakfast cereals must be whole grain-rich, fortified, or enriched, and contain no more than 6 grams of sugar per dry ounce (no more than 21 grams Total Sugars per 100 grams of dry cereal). Refer to the Cereal Sugar Limit Wallet Card and the WIC Cereal List.
- ⁷ Only one of the two required components for snack may be a beverage. Offer versus serve is not an option for snack. ⁸ Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Refer to the Yogurt Sugar Limit Wallet Card. ⁹ All five components must be served for a reimbursable lunch and/or supper. [Offer Versus Serve](#) is an option.
- ¹⁰ Fluid milk is optional at supper only for adult participants.
- ¹¹ Tofu must contain at least 5 grams of protein for every 2.2 oz ($\frac{1}{4}$ cup) serving.
- ¹² Lunch and supper must include one Fruit and one Vegetable OR two Vegetables. When two Vegetables are served, two different kinds of vegetables must be served.
- ¹³ Leafy greens, such as lettuce or spinach, only credit for half of the volume served. $\frac{1}{2}$ cup of spinach will credit for $\frac{1}{4}$ cup of Vegetables.

Grain Requirements For Child Nutrition Programs^{1, 2}

Color Key: Footnote 5 = Blue, Footnote 3 or 4 = Red

Group A	Ounce Equivalent (oz eq) for Group A	Minimum Serving Size for Group A
Bread type coating Bread sticks (hard) Chow Mein noodles Savory Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) <i>Note: weights apply to bread in stuffing</i>	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz
Group B	Ounce Equivalent (oz eq) for Group B	Minimum Serving Size for Group B
Bagels Batter type coating Biscuits Breads - all (for example sliced, French, Italian) Buns (hamburger and hot dog) Sweet Crackers ⁵ (graham crackers - all shapes, animal crackers) Egg roll skins English muffins Pita bread Pizza crust Pretzels (soft) Rolls Tortillas Tortillachips Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz
Group C	Ounce Equivalent (oz eq) for Group C	Minimum Serving Size for Group C
Cookies ³ (plain - includes vanilla wafers) Cornbread Corn muffins Croissants Pancakes Pie crust (dessert pies ³ , cobbler ³ , fruit turnovers ⁴ , and meats/meat alternate pies) Waffles	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz
Group D	Ounce Equivalent (oz eq) for Group D	Minimum Serving Size for Group D
Doughnuts ⁴ (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars ⁴ (plain) Muffins (all, except corn) Sweet roll ⁴ (unfrosted) Toaster pastry ⁴ (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz

¹ In the NSLP and SBP (grades K-12), at least half of the weekly grains offered must meet the whole grain-rich criteria and the remaining grain items offered must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Please note: State agencies have the discretion to set stricter requirements than the minimum nutrition standards for school meals. For additional guidance, please contact your State agency. For all other Child Nutrition Programs, grains must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Under the CACFP child and adult meal patterns, and in the NSLP/SBP preschool meals, at least one grain serving per day must meet whole grain-rich criteria.

² For the NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/breads servings. Beginning Oct. 1, 2021, grain quantities in the CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

3 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grain's component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

4 Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

5 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count toward the grains component in the SBP (grades K-12), CACFP, NSLP/SBP infant and preschool meals, and SFSP.

Group E	Ounce Equivalent (oz eq) for Group E	Minimum Serving Size for Group E
Cereal bars, breakfast bars, granola bars ⁴ (with nuts, dried fruit, and/or chocolate pieces) Cookies ³ (with nuts, raisins, chocolate pieces and/or fruit purees) Doughnuts ⁴ (cake and yeast raised, frosted or glazed) French toast Sweet rolls ⁴ (frosted) Toaster pastry ⁴ (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz
Group F	Ounce Equivalent (oz eq) for Group F	Minimum Serving Size for Group F
Cake ³ (plain, unfrosted) Coffee cake ⁴	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz 3/4 serving = 56 gm or 2 oz 1/2 serving = 38 gm or 1.3 oz 1/4 serving = 19 gm or 0.7 oz
Group G	Ounce Equivalent (oz eq) for Group G	Minimum Serving Size for Group G
Brownies ³ (plain) Cake ³ (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz	1 serving = 115 gm or 4 oz 3/4 serving = 86 gm or 3 oz 1/2 serving = 58 gm or 2 oz 1/4 serving = 29 gm or 1 oz
Group H	Ounce Equivalent (oz eq) for Group H	Minimum Serving Size for Group H
Cereal Grains (barley, quinoa, etc.) Breakfast cereals (cooked) ^{6,7} Bulgur or cracked wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice	1 oz eq = 1/2 cup cooked or 1 ounce (28 gm) dry	1 serving = 1/2 cup cooked or 25 gm dry
Group I	Ounce Equivalent (oz eq) for Group I	Minimum Serving Size for Group I
Ready to eat breakfast cereal (cold, dry) ^{6,7}	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola	1 serving = 3/4 cup or 1 oz, whichever is less

3 Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grain's component in CACFP or NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

4 Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

6 Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

7 In the NSLP and SBP, cereals that list a whole grain as the first ingredient must be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For all Child Nutrition Programs, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.

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.

<u>Sodexo America, LLC</u>	<u>Lincoln County School District</u>
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
---	-------	------

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.

Sodexo America, LLC

Lincoln County School District

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.

Sodexo America, LLC

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

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p>
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p>	<p>10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned</p>	<p>12. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____</p>	
<p>13. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____</p>	<p>14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>	
<p>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:</p>		
<p>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.</p>		
<p>Federal Use Only:</p>		<p align="right">Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p> <p>Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____</p>
		<p>Authorized for Local Reproduction Standard Form -- LLL</p>

ATTCHMENT D (Continued)
DISCLOSURE OF LOBBYING ACTIVITIES

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

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.
3. 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.
5. 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.
6. 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.
7. 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.
8. 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."
9. 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: Sodexo America, LLC

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.

11.d. Board

11.d.1. 2024-2025 School Calendar Update

**LINCOLN COUNTY SCHOOL DISTRICT
2024-25 DISTRICT-WIDE SCHOOL CALENDAR**

						LCNSD	INSTRC DAYS	STDNT CONTACT
AUGUST	MON	TUE	WED	THU	FRI	AUGUST		
				1	2	5	0	0
	5	6	7	8	9	1 Administrators Report		
	12	13	14	15	16	Student Registration Days (Check school for dates and details)		
	19	20	21	22	23	19-23 New Teacher Inservice Week		
	26	27	28	29	30	26-30 All Teachers Report		
SEPTEMBER	MON	TUE	WED	THU	FRI	SEPTEMBER		
	2	3	4	5	6	21	20	20
	9	10	11	12	13	2 Labor Day Holiday (No School)		
	16	17	18	19	20	3 First Day of School and various orientations (check schools for details)		
	23	24	25	26	27	3-6 Kindergarten Orientation (Check Schools for details!)		
	30							
OCTOBER	MON	TUE	WED	THU	FRI	OCTOBER		
			1	2	3	23	23	20
	7	8	9	10	*11	*11 LCSD Professional Development (No School)		
	14	15	16	17	**18	14 Honoring Indigenous Peoples' Day		
	21	22	23	24	25	16 Evening Conferences		
	28	29	30	31		17 Conferences Day and Evening (No School)		
NOVEMBER	MON	TUE	WED	THU	FRI	NOVEMBER		
					1	18	16	16
	4	5	6	7	8	1 Non Contract Day (No School)		
	11	12	13	14	15	11 Veteran's Day Holiday Observed (No School)		
	18	19	20	21	22	27-29 Thanksgiving Break (No School)		
	25	26	27	28	29			
DECEMBER	MON	TUE	WED	THU	FRI	DECEMBER		
						15	15	15
	2	3	4	5	6	23-3 Winter Break (No School)		
	9	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			
JANUARY	MON	TUE	WED	THU	FRI	JANUARY		
				1	2	19	18	18
	6	7	8	9	10	6 All students back to School		
	13	14	15	16	17	20 Martin Luther King Day (No School)		
	20	21	22	23	24	24 End of 1st Semester		
	27	28	29	30	31	27 Records Day (No School)		
FEBRUARY	MON	TUE	WED	THU	FRI	FEBRUARY		
						20	19	18
	3	4	5	6	7	*10 LCSD Professional Development (No School)		
	*10	11	12	13	14	17 President's Day Holiday (No School)		
	17	18	19	20	21			
	24	25	26	27	28			
MARCH	MON	TUE	WED	THU	FRI	MARCH		
						16	16	15
	3	4	5	6	7	*10 LCSD Professional Development (No School)		
	*10	11	12	13	14	24-28 Spring Break (No School)		
	17	18	19	20	21			
	24	25	26	27	28			
APRIL	MON	TUE	WED	THU	FRI	APRIL		
						22	22	20
	7	8	9	10	11	16 Evening Conferences		
	14	15	16	17	**18	17 Conferences Day and Evening (No School)		
	21	22	23	24	25	**18 (No School)**		
	*28	29	30			*28 LCSD Professional Development (No School)		
MAY	MON	TUE	WED	THU	FRI	MAY		
						22	21	20
	5	6	7	8	9	26 Memorial Day Holiday (No School)		
	12	13	14	15	16			
	19	20	21	22	23			
	26	27	28	29	30			
JUNE	MON	TUE	WED	THU	FRI	JUNE		
						9	8	8
	2	3	4	5	6	5 Seniors' last day		
	9	10	11	12	13	6-7 High School Graduations		
	16	17	18	19	20	11 All students' last day - End of 2nd Semester		
	23	24	24	26	27	12 Teachers' last day/Records Day		
30								
= Professional Development (No School)								
= Records Day (No School)						Total Days this Calendar 2024-2025		
= Wednesday Early Release (See specific schools for times)						190	178	170
= No School (Shaded days)						Total Days 2023-24		
= Conference Day (No School)						190	178	170
** = Evening Conference Trade Day (No School)								
* = Days included in Instructional time calculation, pursuant to Oregon Administrative Rule.								

11.d.2. 2024-2025 Board Meeting Calendar

**LINCOLN COUNTY SCHOOL DISTRICT BOARD OF DIRECTORS
BOARD MEETING CALENDAR FOR 2024-25 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 2024-25. 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	9	6:30	Zoom	Regular Session
August	13	6:30	Teaching & Learning Center	Regular Session
	19	9:00 AM	TBD	Work Session/Board Retreat
September	10	5:00	Taft 7-12	Work Session
	10	6:30	Taft 7-12	Regular Session
	24	5:00	Teaching & Learning Center	Work Session
October	8	5:00	Toledo Elementary	Work Session
	8	6:30	Toledo Elementary	Regular Session
	22	5:00	Teaching & Learning Center	Work Session
November	12	5:00	Crestview Heights	Work Session
	12	6:30	Crestview Heights	Regular Session
	26	5:00	Teaching & Learning Center	Work Session
December	10	5:00	Sam Case	Work Session
	10	6:30	Sam Case	Regular Session
January	14	5:00	Oceanlake Elementary	Work Session
	14	6:30	Oceanlake Elementary	Regular Session
	28	5:00	Teaching & Learning Center	Work Session
February	11	5:00	Toledo Jr/Sr	Work Session
	11	6:30	Toledo Jr/Sr	Regular Session
	25	5:00	Teaching & Learning Center	Work Session
March	11	5:00	Waldport Middle/High	Work Session
	11	6:30	Waldport Middle/High	Regular Session
April	8	5:00	Yaquina View Elem	Work Session
	8	6:30	Yaquina View Elem	Regular Session
	22	5:00	Teaching & Learning Center	Work Session
May	13	5:00	Taft Elem	Work Session
	13	6:30	Taft Elem	Regular Session
	27	5:00	Teaching & Learning Center	Work Session
June	10	5:00	Newport High School	Work Session
	10	6:30	Newport High School	Regular Session

11.d.3. Eddyville Charter School Contracts

11.d.4. Siletz Valley Charter School Contracts

11.d.5. Superintendent Contract Extension

12. Items of Information & Discussion

12.a. Human Resources

12.a.1. LCSD Volunteer Update

12.b. Business Services

12.b.1. Insurance Renewal Package Presentation by Brown & Brown



Named Insured: Lincoln County School District
Effective Dates: July 1, 2024 - July 1, 2025



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Executive Summary

The insurance landscape for public entities has undergone notable shifts over the better part of four years, influenced by various factors including emerging risks, regulatory changes, and market dynamics. With the increasing frequency and severity of lawsuits against municipalities, schools, and other government bodies, the demand for comprehensive coverage remains strong. Reinsurers are grappling with the challenge of pricing risks adequately while navigating a volatile claims environment. High-profile incidents such as cyberattacks, civil rights violations, and natural disasters have raised the stakes and need for comprehensive coverage among public entities, prompting insurers to reassess their underwriting strategies and risk management protocols. The 2024-25 renewal market shows slight improvements compared to recent policy years, with some lines of coverage faring better than others.

PACE pool members: The average rate increase for members is around 15% and can vary based on individual performance and changes in operations. PACE was on track to keep the overall package premium below double-digit increases until a severe winter storm struck in January causing widespread damage throughout the region. Even so, being part of a resilient insurance pool allowed coverages to stay within the realm of economic inflation and at a relatively lower costs than those who are self-insured in the commercial sector.

An ongoing focus for PACE has been the liability associated with Sexual Abuse claims (SAM) and there's a renewed effort to train for increased awareness as well as proper reporting and investigation. Some recent large claims with significant lag time in reporting have caused underwriters to recognize a need to reserve funds for future unknown claims. Members are highly encouraged to participate in training opportunities around this risk and discounts on premium were offered to those who engaged in them.

Property/Reinsurance Rates: Market rates have increased substantially across coverage lines, but insurers are targeting 2024 growth in some sectors, creating welcome competition in the reinsurance market. We believe rates will continue to press upwards slightly and property valuations will remain a focus. However, after six years of rate increases and high loss ratios, 2023 was profitable for property reinsurers, signaling some potential relief.

“
Carriers face considerable pressure to grow their books of business, creating competition for customers with strong controls.”

Cyber: Some positive news is that rates for cyber this year are generally flat, and we've seen more carrier options entering the market and competing for business. There's some indication that competition is keeping rates artificially low for the moment, which may lead to a return to rate increases in future years. Loss experience will determine if rates are sufficient, so carriers have been urging insureds to increase their cyber preparedness by requiring stricter security measures. Efforts have paid off, contributing to stability in claim severity in the last two terms. Cyber criminals are adapting, however, and changing tactics particularly regarding ransomware. Expect the market to continue pushing forward with more sophisticated

security requirements.

Liability: Third-party litigation and social inflation continue to be significant concerns for the market. Loss free accounts in stable classes of business are experiencing modest rate increases. Those with higher-risk profiles can expect low double-digit increases. Accounts with significant loss experience over the past five years are seeing higher results. On a positive note, umbrella and excess markets have seen rate increases quarter after quarter, and stability may be on the horizon.

Workers Compensation: Workers' compensation was the only major line of coverage that achieved slight rate decreases the past year. Continued improvements in safety policies and procedures have driven more favorable loss experience for many participants. Individual performance is significantly influenced by modification ratings and payroll factors. Those with favorable loss ratios can anticipate premium decreases, while those with unchanging experience modifications may expect flat to minimal rate increases.



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Premium Summary

Line of Business	Expiring Premium (Inception)	Renewal Premium
Carrier	Property & Casualty for Education (PACE)	Property & Casualty for Education (PACE)
Admitted/AM Best	Admitted/Not Rated	Admitted/Not Rated
Property/Equipment including Flood & Earthquake	\$ 586,413.00	\$ 662,839.00
Boiler/Mechanical Breakdown	\$ 8,794.00	\$ 10,575.00
Crime	\$ 6,140.00	\$ 6,140.00
Educators Liability	\$ 193,612.00	\$ 217,941.00
Auto	\$ 20,390.00	\$ 22,917.00
Employment Practices Tool Kit Credit	(\$ 9,449.00)	(\$ 10,626.00)
TOTAL PACKAGE PREMIUM	\$ 805,900.00	\$ 909,786.00
Agency Service Fee	\$ 38,209.00	\$ 39,356.00
Carrier	AIG Specialty Insurance Company	AIG Specialty Insurance Company
Admitted/AM Best	Non-Admitted/AMBest Rated A XV	Non-Admitted/AMBest Rated A XV
Excess Cyber Liability	\$ 28,806.00	\$ 19,500.00
Surplus Lines Taxes	\$ 576.12	\$ 390.00
Fire Marshall Tax	\$ 79.44	\$ 58.50
Surplus Lines Service Charge	\$ 10.00	\$ 10.00
TOTAL	\$ 29,478.54	\$ 19,958.50
Carrier	SAIF Corporation	SAIF Corporation
Admitted/AM Best	Admitted/Not Rated	Admitted/Not Rated
Workers Compensation	\$ 150,525.18	\$ 157,276.36
Grand Total	\$ 1,024,112.72	\$ 1,126,376.86



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PACE Premium Rate Comparison Report



2023/ 2024 to 2024/ 2025 Premium and Rate Comparison

Lincoln County School District

Coverage	2023/ 2024 Policy Year			2024/ 2025 Policy Year			2023/ 2024 to 2024/ 2025 Changes		
	Premium	Exposure	Rate	Premium	Exposure	Rate	Premium Change	% Premium Change	% Rate Change
Property	\$613,952	\$324,516,715	\$18.92	\$673,414	\$373,835,211	\$18.01	\$59,462	9.69%	-4.79%
Liability	\$184,163	\$4,733	\$38.91	\$207,315	\$4,658	\$44.51	\$23,152	12.57%	14.38%
Automobile	\$20,386	38	\$536.48	\$22,917	38	\$603.08	\$2,531	12.41%	12.41%
Crime	\$6,140			\$6,140			\$0	-0.01%	
Totals	\$824,642			\$909,786			\$85,144	10.32%	



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Property

Commercial Property Coverage forms define, limit, and explain what property or property interests are covered subject to policy provisions, conditions, terms, definitions, and exclusions.

Commercial Property Blanket

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

Client ultimately chooses limits insured.

Note: "Scheduled Outdoor Property" at premises listed on the Schedule of Property of Values are covered only if loss or damage is directly caused specified perils.

Causes of Loss:

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

Additional Deductibles

Earth Movement Deductible:

Minimum of \$5,000 or 5% of actual cash value of Covered Property damaged. Maximum is \$50,000 or the deductible stated in Declarations and applies per single occurrence on premises listed on the Schedule of Property.

See Policy Declarations for detail.

Flood Deductible:

Minimum of \$25,000 or 5% of actual cash value of Covered Property damaged. Maximum is \$100,000 or the deductible stated in Declaration and applies per premises listed on the Schedule of Property.

If flood damage is located in Special Flood Hazard Area as defined by FEMA at the time of occurrence, the deductible shall be:

- 1) \$500,000 per occurrence for damage to each covered outdoor property listed on the schedule
- 2) \$500,000 per occurrence for damage to covered personal scheduled fine arts located within each covered building, outdoor property listed on the schedule
- 3) \$500,000 per occurrence for damage to covered mobile equipment schedule on file with the Trust.

See Policy Declarations for detail.



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Additional Coverages:

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



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

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

PACE Property Coverage Document



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Equipment Breakdown

Equipment breakdown/boiler machinery policy covers direct damage to covered property caused by accidents to the insured objects, which manifests itself by physical damage, necessitating its repair or replacement. Subject to policy provisions, conditions, terms definitions, and exclusions.

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

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

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

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

Insurer: Travelers Casualty and Surety Company of America



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Crime

Policy that is designed to meet the needs of organizations other than financial institutions (such as banks). A commercial crime policy typically provides several different types of crime coverage, such as: employee dishonesty coverage; forgery or alteration coverage; computer fraud coverage; funds transfer fraud coverage; kidnap, ransom, or extortion coverage; money and securities coverage; and money orders and counterfeit money coverage.

Coverages

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

Client ultimately chooses limits insured.

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

National Union Fire Insurance Company of Pittsburgh Crime Document

Additional Coverage Modifications

- Non-Compensated Officers, Directors – includes Volunteer Workers and Students as “Employees”
- Deletion of Bonded Employee Exclusion
- Deletion of Treasurer or Tax Collector Exclusion



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101
In the event of difference, the policy will prevail.*

Educators Liability

Policy will pay sums which the insured becomes legally liable to pay as damages because of bodily injury or property damage to which this insurance applies.

Coverage Type	Coverage Basis
Public Entity Liability	Occurrence

Limits of Liability

Coverage	Limit	Deductible Per Occurrence
Educators Liability Each Occurrence	\$20,000,000	None
Educators Liability Per Wrongful Act	\$20,000,000	None
Educators Liability Annual Aggregate	\$20,000,000	None
Ethics Complaint Defense Costs	\$25,000	None
Premises Medical Expense	\$5,000	None
Limited Hazardous Substances Coverage	\$250,000	None
Applicators Pollution Coverage	\$50,000	None
Injunctive Relief Defense Costs	\$25,000	None
Fungal Pathogens (Mold) Defense Costs	\$100,000	None
OTSPC Defense Costs	\$25,000	None
Lead Sublimit Defense Costs	\$50,000	None
Violent Acts Crisis Expense	\$50,000	N/A

Higher limits may be available.

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

PACE Educators Liability Coverage Document

PACE School Violent Acts Coverage Document

Note: \$25,000 minimum deductible applies if PACE or approved legal counsel is **not** consulted prior to an employment termination. This now includes consultation prior to a demotion as well.

Definition of demotion: Compulsory reduction in an employee's rank or job title within the organizational hierarchy of a company, public service department, or other body, unless there is no reduction in pay.

PACE requires a **72-hour notice** prior to adverse termination of employment, demotion, non-renewal, or suspension without pay and benefits of any employee of the district. PACE Legal can be contacted at pacelegal@osba.org.

Excess Insurers: Allied World Assurance Co, Group Ark Insurance/Arcadian Risk Capitol Ltd.

Premium is not Subject to Audit.



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Crime & General Liability Classifications

Classification	Exposure
Day Care Centers	4
Swimming Pools	0
No Armed Personnel	0
Armed-NON DPSST Certified Personnel	0
Armed-DPSST Certified NON City or County Department	0
Armed-DPSST Certified City or County Department-District has Liability	0
Armed-DPSST Certified City or County Department-No District Liability	3
Average Daily Attendance - 2023/2024	4,658
Grandstands/Bleachers	6
Total Workers Compensation Payroll	36,506,400
Nurses	5
Total Certified Staff - 2023/2024	312
Total Formula Revenue - 2023/2024	67,938,147
Number of Drones Owned	0



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Cyber Liability

Coverages

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

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

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

- (1) This Annual Aggregate Limit amount will be paid and reduced by claims of all Additional Insureds in the order in which the claims are paid by AIG. In the event incurred losses arising from a single claim involving multiple Additional Insureds exceeds any remaining annual aggregate limit, that remaining amount will on a pro-rata basis among those Additional Insureds involved in the claim.
- (2) These limits include all amounts paid for Cyber Extortion claims including, but not limited to, loss amounts as well as defense and investigation expenses.

Insurer: AIG Insurance



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Business Auto

Automobile Coverage subject to policy provisions, conditions, terms, definitions, and exclusions. Coverage is provided for damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance, or use of a covered auto.

Coverage

Coverage	Limit	Deductible	Symbol
Auto Liability Coverage	\$500,000	None	1
Non-Owned & Hired Auto	\$500,000	None	8,9
Excess Auto Liability Coverage	\$14,500,000	None	1
Personal Injury Protection (PIP) Applies to Private Passenger Vehicles	Statutory	None	5
Uninsured/Underinsured Motorist Bodily Injury	500,000	None	2
Comprehensive	Per Schedule in Appendix		7
Collision	Per Schedule in Appendix		7
Hired Auto Physical Damage - Comprehensive	\$50,000	\$100	8
Hired Auto Physical Damage - Collision	\$50,000	\$500	8

Higher limits may be available.

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

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

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

Vehicle Ownership

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



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



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Cyber Liability - AIG

Policy covers financial losses that result from data breaches and other cyber events. First-party coverages pay expenses your firm directly incurs as result of the breach. Third-party coverages apply to claims against your firm by people or companies that have injured as a result of your actions or failure to act. Subject to policy provisions, conditions, terms definitions, and exclusions.

Coverage Basis	Continuity Date	Retro Date
Claims Made	Nov 18,2020	Nov 18,2020

Limits of Liability

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

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

CyberEdge® Network Interruption Insurance	
Sublimit of Liability	\$1,000,000
Waiting Hours Period	16 Hours
Retention	\$1,000,000
Continuity Date	Not Applicable
Retroactive Date	Not Applicable

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

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

Higher limits may be available.



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In the event of difference, the policy will prevail.

Higher limits may be available.

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

Forms:

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

 - 1 103452 11/09 CHOICE OF PANEL COUNSEL ENDORSEMENT
 - 2 129600 07/18 CONDUCT EXCLUSION AMENDED ENDORSEMENT CONTROL GROUP
 - 3 115985 12/13 CONTROL GROUP DEFINITION AMENDATORY ENDORSEMENT (AMENDING LIST OF OFFICERS; NON-ADMINISTRATIVE PERSONNEL)
 - 4 139229 05/23 E-CONSULTANT FIRM AMENDATORY ALL COVERAGE SECTIONS
 - 5 105567 05/10 CRIMINAL REWARD COVERAGE EXTENSION
 - 6 142397 10/21 CYBEREDGE CYBER MEDIA ENDORSEMENT
 - 7 123622 03/17 CYBER EXTORTION COVERAGE ENHANCEMENT ENDORSEMENT (THREAT CONSULTANT BITCOIN RANSOMWARE)
 - 8 125593 03/17 CYBEREDGE LOSS PREVENTION SERVICES
 - 9 139911 01/21 INFRASTRUCTURE EXCLUSION ENDORSEMENT
 - 10 147160 11/22 NOTICE PROVISION AMENDED ENDORSEMENT
 - 11 136051 03/20 OPIOID MISUSE EXCLUSION ENDORSEMENT
 - 12 105565 05/10 RETENTION AMENDATORY ENDORSEMENT
 - 13 147280 12/22 RETENTION AND OTHER INSURANCE CLAUSE AMENDED ENDORSEMENT
- Other SIR applicable (see endorsement): \$250,000 Applicable Aggregate Limit of Liability: the Per Member Limit of Liability and/ or the Limit of Liability Lead Policy: Pol #12320896 issued by AIG to Property and Casualty Coverage for Education (PACE)
- 14 132620 04/19 SECURITY FAILURE DEFINITION AMENDED ENDORSEMENT PASSWORD THEFT; PHYSICAL THEFT OF HARDWARE
 - 15 151424 12/23 WAR EXCLUSION AMENDED 23-03SPECIFIC TO CYBER COVERAGE SECTIONS
 - 16 122669 11/16 SPECIFIC INVESTIGATION, CLAIM, LITIGATION, EVENT EXCLUSION
-On or around 09/23/2020, Tyler Technologies cyber breach -On or around 02/28/2020 - phishing attack on Interactive Medical Systems Corporation -On or around 08/23/2019 - Lincoln County data breach
 - 17 119679 09/15 ECONOMIC SANCTIONS ENDORSEMENT
 - 18 105165 04/10 STATE AMENDATORY INCONSISTENT ENDORSEMENT
 - 19 125595 03/17 FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
 - 20 78859 10/01 FORMS INDEX ENDORSEMENT



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy.
In the event of difference, the policy will prevail.*

Workers' Compensation

Provides coverage for your employees as defined by State Workers Compensation statutes.

A. Workers Compensation Insurance:

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

State
OR

B. Employer's Liability Insurance:

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

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

Higher limits may be available.

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

Policy is subject to audit.



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Workers' Compensation Premium Exhibit

Lincoln Co SD		23/24 Rates & Mod		24/25 Est Rates & Mod		
Code	Description	2023 Payroll	Rate	Premium	Rate	Premium
8868	School-Professional Emp & Clerical	\$35,122,696	0.36	\$126,441.71	0.32	\$112,392.63
8868	Work Experience-No Manual Labor	\$0	0.36	\$0.00	0.32	\$0.00
9101	School-All Other Employees	\$1,383,704	2.82	\$39,020.45	2.59	\$35,837.93
9101	Work Experience-Manual Labor	\$0	2.82	\$0.00	2.59	\$0.00
Total Payroll		\$36,506,400				
Manual Premium				\$165,462.16		\$148,230.56
Experience Rating			1.11	\$18,200.84	1.15	\$22,234.58
Total Estimated Premium				\$183,663.00		\$170,465.14
Pre-Pay Credit			0.970	-\$5,509.89	0.970	-\$5,113.95
Total Standard Premium				\$178,153.11		\$165,351.19
Premium Discount			0.1662	-\$26,270.17	0.1662	-\$27,588.21
Terrorism Premium			0.005	\$1,825.32	0.005	\$1,825.32
Catastrophe Premium			0.010	\$3,650.64	0.010	\$3,650.64
DCBS Assessment			0.098	\$13,434.85	0.098	\$14,037.42
Guaranteed Cost Estimated Total				\$170,793.75		\$157,276.36

Display doesn't match quote exactly due to rounding.



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Workers' Compensation History

POLICY PERIOD HISTORY (DATA AS OF 05/31/2024)

Pol Yr	Mod	Payroll	Clm Freq	Std Prem	Tier
2023	1.11	34,780,747	.10	155,065	H
2022	.97	36,460,351	.07	130,990	G
2021	.94	34,614,942	.05	123,691	G
2020	1.20	31,175,801	.06	149,136	G
2019	1.15	30,413,140	.07	153,336	G

POLICY PERFORMANCE HISTORY (DATA AS OF 05/31/2024)

Pol Yr	Prorated Premium	Paid Losses	Incurred Losses	Paid/Std	Inc/Std	Clm Count	Exp Clm Count	Paid TL	Paid Med	ND Reimb	TL Count	Exp TL Count	TL Day
2023	141,885	21,962	83,944	15%	59%	32	11.13	2,589	18,886	(9,580)	1	2.54	65
2022	130,990	56,627	74,127	43%	57%	24	15.35	8,035	34,316	(19,041)	5	3.40	58
2021	123,691	95,433	104,383	77%	84%	19	17.00	11,975	79,717	(11,239)	5	3.68	121
2020	149,136	110,419	115,819	74%	78%	19	14.75	18,213	46,253	(20,193)	4	3.33	105
2019	153,336	15,358	15,358	10%	10%	21	14.36	227	14,632	(15,386)	1	3.14	3



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In the event of difference, the policy will prevail.

POLICY DIVIDEND HISTORY

Declaration day	Policy period	Standard premium	Loss ratio	Premium dividend factor	Loss dividend factor	Total dividend factor	Premium dividend amount	Loss dividend amount	Computed dividend amount
09/06/2023	07/01/2021	\$123,690.68	73.62%	22.64%	0.0%	22.64%	\$28,004	\$0	\$28,004
09/14/2022	07/01/2020	\$149,135.64	51.77%	13.44%	0.0%	13.44%	\$20,044	\$0	\$20,044
06/04/2021	07/01/2019	\$153,336.27	17.89%	38.14%	0.0%	38.14%	\$58,482	\$0	\$58,482
09/02/2020	07/01/2018	\$148,591.52	54.61%	17.56%	0.0%	17.56%	\$26,093	\$0	\$26,093
09/04/2019	07/01/2017	\$129,035.14	62.18%	20.29%	0.0%	20.29%	\$26,181	\$0	\$26,181
09/12/2018	07/01/2016	\$108,876.79	101.45%	20.59%	0.0%	20.59%	\$22,418	\$0	\$22,418
09/13/2017	07/01/2015	\$110,131.43	28.78%	21.38%	6.72%	28.1%	\$23,546	\$7,401	\$30,947
09/14/2016	07/01/2014	\$129,306.56	21.03%	21.99%	3.58%	25.57%	\$28,435	\$4,629	\$33,064
09/09/2015	07/01/2013	\$144,336.63		22.66%		22.66%	\$32,707		\$32,707
09/10/2014	07/01/2012	\$165,156.25		34.69%		34.69%	\$57,293		\$57,293
09/18/2013	07/01/2011	\$155,118.45		29.64%		29.64%	\$45,977		\$45,977
09/12/2012	07/01/2010	\$197,000.99		37.42%		37.42%	\$73,718		\$73,718
06/15/2011	07/01/2008	\$357,102.48		18.71%		18.71%	\$66,814		\$66,814
11/10/2010	07/01/2008	\$175,858.08		23.75%		23.75%	\$41,766		\$41,766
03/10/2010	07/01/2007	\$132,226.6		20.79%		20.79%	\$27,490		\$27,490
11/09/2007	07/01/2005	\$92,794.68		13.14%		13.14%	\$12,193		\$12,193
Totals							\$591,161	\$12,030	\$603,191

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12.b.2. 24-25 Organizational Resolution

RESOLUTION 2024/25 – 1

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

DISTRICT CLERKS

WHEREAS, Majalise Tolan, Superintendent of Lincoln County School District, is designated by law as Clerk/Chief Administrative Officer of said District for the 2024-2025 fiscal year;

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

BE IT RESOLVED, that Rich Belloni and Kim Cusick are appointed as Deputy Clerks for the 2024-2025 fiscal year.

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

BUDGET OFFICER

BE IT RESOLVED, that Majalise Tolan is hereby designated to serve as Budget Officer of the Lincoln County School District for the fiscal year 2024-2025.

GRANT OFFICER

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

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

BE IT RESOLVED, that the Superintendent, and/or Deputy Clerks be named as the Local Agency Representative and shall hereby be authorized to file application(s) and execute for and on behalf of the District and otherwise act as the District's representative in all activities related to grants for the fiscal year 2024-2025.

LEGAL COUNSEL

BE IT RESOLVED, that the Hungerford Law Firm; Garrett, Hemann, Robertson pc; The Lawrence Company; Macpherson, Gintner & Diaz; and Yaquina Law; are hereby designated to serve as General Counsel for the Lincoln County School District for the fiscal year 2024-2025.

AUTHORIZATION TO FILL VACANCIES

BE IT RESOLVED, that the Superintendent or designee is hereby authorized to accept resignations and fill vacancies and report them to the Board in accordance with District Policy, for the Lincoln County School District for the fiscal year 2024-2025.

APPLICATION FOR FEDERAL IMPACT AID

BE IT RESOLVED, that Deputy Clerks are designated as the authorized representatives of the District in connection with filing for Federal Impact Aid. Public Law 874, for the Lincoln County School District for the fiscal year 2024-2025.

DISTRICT REPRESENTATIVE FOR ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)

BE IT RESOLVED, that the Facilities Director is appointed as representative for the AHERA for the Lincoln County School District for the fiscal year 2024-2025.

AUDITOR

BE IT RESOLVED, that Pauly Rogers and Co., P.C., Certified Public Accountants, are hereby designated to serve as Auditors for the Lincoln County School District for the fiscal year 2024-2025.

AMERICANS WITH DISABILITIES ACT (ADA)

BE IT RESOLVED, that the Facilities Director and Human Resources Director are appointed as District coordinators for the Lincoln County School District for the fiscal year 2024-2025.

AGENT OF RECORD, PROPERTY INSURANCE

BE IT RESOLVED, that Brown & Brown Insurance is hereby designated to serve as Agent of Record for the Lincoln County School District for property and liability insurance for fiscal year 2024-2025.

NEWSPAPERS FOR LEGAL NOTICE

Be it resolved that The Lincoln Leader be designated as the newspaper in which legal notices will be published for fiscal year 2024-25.

TRAVEL REIMBURSEMENT RATES

BE IT RESOLVED, that in accordance with Policy DLC the mileage reimbursement rate for 2024-2025 be set at the 2024 IRS rate of 67 cents; and the meals per diem rate will be \$70.00 (\$34 for dinner, \$19.00 for lunch and \$17.00 for Breakfast). Lodging is based on the commercial or governmental, single room rate. Specifics for meal per diem and lodging are identified in Policy DLC-AR.

INVESTMENT DEPOSITORIES

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

BE IT RESOLVED, that the Oregon Coast Bank and Oregon State Local Government Investment Pool are hereby approved as the official depository of Lincoln County School District funds for the 2024-2025 fiscal year:

BE IT FURTHER RESOLVED that the investment instruments as defined in ORS 294.805-294.895 are permitted for 2024-2025.

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

AUTHORIZATION TO BORROW MONEY

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

AUTHORIZATION FOR INTERFUND LOANS

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

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

SIGNING OF AGREEMENTS

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

DISPOSAL OF SURPLUS PROPERTY

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

DECLARATION OF VACANCY BUDGET COMMITTEE

Be it resolved that Zone 4 be declared vacant, 17

Org. Resolution

DESIGNATION OF LOCAL PUBLIC CONTRACT REVIEW BOARD

Be it resolved that the governing body of Lincoln County School District, the Board of Directors, be designated as the Local Public Contract Review Board for 2024-2025.

Duly passed this 9th day of July 2024 at the regular meeting of the Board of Directors of Lincoln County School District.

Board Chairperson

Clerk of the Board

Board Member:

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

12.c. Board

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

12.d. Other

12.d.1. Meeting Takeaways

12.d.2. Reminders/Announcements

12.e. Adjournment

Board Goals 2024-2029

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

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

GOAL THREE: LCSD will provide for the long term health and welfare of our facilities 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.