



YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | www.ycsd.k12.or.us

BOARD OF DIRECTORS REGULAR SESSION AGENDA

LOCATION: YCSD BOARDROOM, 120 N LARCH PL, YAMHILL OR 97148

Or VIA ZOOM <https://zoom.us/j/91341315065?pwd=WEVMZmhoSmkxdE8zcGFqZ3BsQnh5UT09>

Passcode: sW66uH

Thursday, August 11, 2022

Regular Session: 6:00pm

AGENDA

- I. Flag Salute
- II. Call to Order Regular Session
- III. Individuals, Delegations, Recognitions, and Communications
 - A. YCES – Amanda Dallas – Verbal Report
 - B. YCIS – Matt Wiles & Chad Tollefson – Verbal Report
 - C. YCHS – Scott Henderson & Brad Post – Verbal Report

Public Comment – The Board welcomes you to its monthly meeting. We ask that you complete an Intent to Speak Form by sending an email to the Board Secretary at vertnert@ycschools.org. The Board will receive public comments at this time but will defer issues to the appropriate administrator. During public comment, the Board listens but neither discusses, nor responds to questions and concerns. Speakers are limited to three minutes.

- IV. Review of Agenda (Action Item)
- V. Nominate & Approve Board Chair & Vice Chair (Action Item)
- VI. Appoint committee members (Negotiations & Policy) (Action Item)
- VII. 2022-2023 Appointment & Designations (Action Item)
- VIII. Regular Session- Consent Agenda (Action Item)
 - A. Approval of Board of Directors minutes
 - 1. Regular Session Meeting – June 9, 2022
 - 2. Special Session Meeting – July 7, 2022
 - B. Personnel
- IX. Announcements and Reports
 - A. Superintendent's Report – Clint Raever – Verbal Report
 - B. District Facilities Report- Clint Raever – Verbal Report
 - C. List of Bills for June 2022 and July 2022 – Tami Zigler (Action Item)
- X. New Business
 - A. Bank Account signers - Resolution 2023-01 (Action Item)
 - B. School Fees (Action Item)
 - C. Mid-Co 2022-2027 Contract (Action Item)
 - D. All Staff In-Service Breakfast – August 29th, 7:30-8:00am
 - E. First Day of School Assignments – September 6, 2022

Note: Unless approved, Regular Meetings of the Board of Directors will be no longer than 3 hours in length at any single session. **INTERPRETERS FOR THE HEARING IMPAIRED:** To request interpreter services for this meeting call 503-852-6983 at least 24 hours prior to the meeting.

- XI. Board of Directors Comments
- XII. Adjournment

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2022-2023 School Year Yamhill Carlton School District Designations and Authorizations

Authorize the Superintendent and the Business Manager to pay salaries, bills and other financial requirements.

Designate the following:

- Superintendent as Clerk and Chief Budget Officer.
- McMinnville News Register as Publication of Records.
- The Hungerford Law Firm and Garrett Hemann Robertson P.C. (Paul Dakopolos) as legal counsel, but the Superintendent has authority to seek other counsel for specific other legal services.
- Umpqua Bank, First Federal Savings, US Bank and State of Oregon Local Government Investment Pool as depositories of District funds.
- Clint Raever and Tami Zigler as District representatives with the authority to apply for Title 1 Funds, and other federal and state grants.
- Pauly, Rogers and Co., PC as official auditor for the 2022-2023 School Year
- SAIF as worker's compensation insurance carried for the 2022-2023 School Year
- WHA as the agent of record for liability insurance coverage through Property and Casualty Coverage for Education (PACE) for the 2022-2023 School Year.



BOARD OF DIRECTORS REGULAR SESSION AGENDA

LOCATION: YCSD BOARDROOM, 120 N. LARCH PL, YAMHILL OR 97148

Or VIA ZOOM <https://zoom.us/j/96835605223?pwd=VTM3OXkwajcxOVU2a0xuV09PT05DZz09>

Passcode: 4Jtdf6

Thursday, June 9, 2022

Regular Session: 6:00pm

MINUTES

I. Call to Order and Flag Salute

S. Fitzgerald called meeting to order at 6:00 pm.

II. Public Hearing on Approved 2022-23 Budget

- A. Budget Report – Tami Zigler
- B. Public Comment on the 2022-23 Approved Budget
 - 1. *Public Comment – We ask that you complete an Intent to Speak Form available at the meeting or sending it in an email to the Board Secretary at vertner@ycschools.org. The purpose of the public comment is for members of our Board of Directors to hear public concerns, comments and opinions. Board members will not respond to submitted public comment.*
- C. Conclusion of Public Hearing

III. Individuals, Delegations, Recognitions, and Communications

- A. YCHS – Steve Cooper & Scott Henderson – Verbal Report
 - Busy getting graduation all set up and finalized
 - Senior Assembly and Senior award night were a success
 - YCHS has 4 Valedictorians (Olivia Davison, Olivia Southard, Layla Knight and Tiger Reiman) and 1 Salutatorian (Kati Slater)
- B. YCES – Amanda Dallas – Verbal Report
 - Spring concert & art show was a success with a huge turnout
 - Base Car wash tomorrow to support our Base students and their new classroom.
 - Amanda thanked the admin and staff for welcoming her and being so supportive.
 - After the shooting in Texas, YCEs had a stand-up meeting with a moment of silence and worked together to ensure student safety.
- C. YCIS – Matt Wiles & Chad Tollefson – Verbal Report
 - 8th grade promotion is June 13th 6:30 pm.
 - I-Ready & Dibbles are completed and will use the results as next years baseline.
 - Jog a thon raised \$22,000 dollars.
 - Shout out to PTO for all of their amazing work this summer.

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2 Public comments:

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Teresa Brey:

- Teresa is the Classified union leader and part of the Classified contract Bargaining/ negotiating team.
- Teresa feels that the Districts current contract proposal is not acceptable and disappointing.

Liz Crocket:

- Liz Crocket is speaking on behalf of the music program. She heard of the reduction and feels this is a mistake.
- Liz was apart of the YC music program from 1990-2010
- Music is a sense of joy for our kids and with all of the mental stress kids are dealing with, taking music away would not be good for them or our community.

IV. Review of Agenda (Action Item)

E. Galyean moved to approve the agenda as presented. J. Dumdi seconded. All in favor, Motion passes.

V. Regular Session- Consent Agenda (Action Item)

A. Approval of Board of Directors minutes

1. Regular session Minutes: 5/12/2022
2. Work Session Minutes: 5/26/2022

B. Personnel

C. Enrollment

D. Donations

E. Surplus – Technology Inventory Disposal

J. Egland moved to approve the consent agenda as presented. K. Watson seconded. All in favor, Motion passes

VI. Announcements and Reports

A. **Superintendent's Report – Clint Raever – Verbal Report**

- Todd leaving June 14th for a new job. He will be missed and we are thankful for all he has done for YC.
- Kyle Findley will manage projects over the summer while Admin are looking over the facilities manager position.
- Emailed parents today to recognize the trauma YC has experienced over the last few weeks and how we will help our students. YC will join with local programs to ensure information is out to students and family to receive any and all help needed.

B. **District Facilities Report- Todd Hendrickson – Verbal Report**

- Todd wanted to thank this group of admin and noted that they were the best group of admin to work with in all of his career.
- Praised Clint for having a heart of gold and thankful to have had the chance to work with him.
- Working hard on getting everything lined up and laid out so when he leaves, everything is good to go.
- Got Turner to admit they are responsible for some of the issues with the HVAC at YCES and they plan on fixing those issues at no cost to YC.

C. **Financials & List of Bills for May 2022 – Tami Zigler (Action Item)**

E. Galyean moved to accept the Financials & List of Bills for May 2022 as presented. J. Egland All in favor, Motion passes

VII. New Business

A. **Out of State travel for Jared Collins to attend NAAE Convention in Las Vegas, NV on 11/29/2022 – 12/03/22 (Action Item)**

E. Galyean moved to approve Jared Collins out of state travel to attend the attend NAAE Convention in Las Vegas, NV. K Watson seconded. All in favor, Motion passes.

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B. Resolution 2022-11 to Increase Construction Excise Tax (Action Item)

J. Egland moved to approve Resolution 2022-11 to Increase Construction Excise Tax. K. Watson seconded. All in favor, Motion passes.

C. Resolution 2022-12 to Adopt the 2022-2023 Budget, Make Appropriations, Levy Property Taxes (Action Item)

E. Galyean moved to approve Resolution 2022-12 to Adopt the 2022-2023 Budget, Make Appropriations, Levy Property Taxes. J. Egland seconded. All in favor, Motion passes.

D. Diane EFSEAFF Memorial Scholarship Program (Action Item)

E. Galyean moved to approve applying for the Diane EFSEAFF Memorial Scholarship Program. J. Dumdi seconded. All in favor, Motion passes.

E. Curriculum Adoption (Action Item)

K. Watson moved to approve the Houghton Mifflin Harcourt Curriculum Adoption as presented. J. Dumdi seconded. All in favor, Motion passes.

F. 2022-2023 School Board Meeting Schedule (Action Item)

K. Watson moved to approve the 2022-2023 School Board Meeting Schedule as presented. J. Dumdi seconded. All in favor, Motion passes.

VIII. Board of Directors Comments

IX. Adjournment

S. Fitzgerald adjourned at 7:40 pm.

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BOARD OF DIRECTORS SPECIAL SESSION AGENDA

VIA ZOOM: <https://zoom.us/j/91741913264?pwd=ME1jS0NUMGRGZDlrR0pMQkw4SENGUT09>

Passcode: **7agsit**

Thursday, July 7, 2022

Special Session: 5:00pm

Minutes

Board Members Present: Susan Fitzgerald, Ken Watson, Erin Galyean, and JaJetta Dumdi

DO/Administration Present: Clint Raever Tami Zigler and Tina Vertner

I. Flag Salute

II. Call to Order Special Session

S. Fitzgerald called meeting to order @ 5pm.

The board does not generally come to final decisions or vote during special sessions. However, the law and board policy allow the board to vote in a special session, and the board plans to do so during this meeting. See board policy BD/BDA.

III. New Business

2022-2025 Classified Contract (Action Item)

K.Watson moved to approve the 2022-2025 Classified Employee Contract as presented. E. Gaylean seconded. All in Favor. Motion passes.

IV. Adjournment

With no further discussion S. Fitzgerald adjourned meeting at 5:15pm.

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Yamhill Carlton School District

Human Resources

Board Report

August 11, 2022



New Hires

.Angela Carlson, 6th Grade Teacher
Kristina Hayward, YCIS Counselor
Kaelin Johnston, Kindergarten Teacher
David Mihm, YCIS Sped Behavior Teacher
Allyson Milner, Theater Arts Teacher
Bridget Neal, YCIS Life Skills SPED Teacher

Resign/Retire/Term Employees

Jason Yates, Main/Cust/Ground
Meredith Ferrier, EL Specialist
Susan Turner, IA
Debbie Williams, Life Skills Special Ed. Teacher
Audrey Lichten, Cross Country Coach
Jeff Hornick, YCHS/YCIS Music Teacher
Zach Culver, YCIS IA

Currently Open Positions

District Facilities Director
YCHS/YCIS Music Teacher—Half Time
YCHS Behavior IA
YCIS Life Skills & Behavior IA
YCIS General Education IA
Life Skills Special Ed. Teacher 4th—12th Grade

Mission

The Yamhill-Carlton School District champions the growth of its students. Our students recognize their individual strengths and talents, overcome their challenges, grow past proficiency, and succeed in their aspirations so each may contribute positively to a local and global society.



To: Board of Directors – Yamhill Carlton School District
Clint Raever, Superintendent

From: Tami Zigler, Business Manager

Date: August 11, 2022

Re: District Financial Report

SUMMARY for Fiscal Year 2021-2022

This General Fund summary excludes Beginning Fund Balance (5400-5499).

For the current period, total revenue was \$207,122 more than planned and total expenditures were \$1,053,392 less than planned. The combined result is a \$1,260,514 favorable surplus condition for the current year period.

REVENUES

TAXES: Taxes are \$127,127 under plan. This unfavorable condition represents -3.3% of the year-to-date plan amount of \$3,900,000. The current year variance amount is considered tolerable, and was primarily driven by a decrease in 1111 CURRENT YEAR TAXES. For the current year period, Taxes increased 3.6% over the prior year period compared to an average increase of 5.3% over the preceding 4 years.

TUITION, FEES, OTHER: Tuition, Fees, Other is \$68,090 over plan. This favorable condition represents 29.6% of the year-to-date plan amount of \$230,050. This variance amount is considered material, and was primarily driven by increases in 1990 MISCELLANEOUS, 1312 TUITION FROM OTHER OREGON DISTRICTS, and 1711 ATHLETIC SIGN UP. For the current year period, Tuition, Fees, Other increased 59.5% over the prior year period compared to an average increase of 0.5% over the preceding 4 years.

EARNINGS ON INVESTMENTS: Earnings on Investments are \$3,444 under plan. This unfavorable condition represents -13.8% of the year-to-date plan amount of \$25,000. This variance amount is considered trivial and meets expectations based on budget appropriations. For the current year period, Earnings on Investments decreased 50.9% over the prior year period compared to an average increase of 9.6% over the preceding 4 years.

INTERMEDIATE REVENUE: Intermediate Revenue is \$10,014 over plan. This favorable condition represents 6.4% of the year-to-date plan amount of \$156,680. This amount is considered tolerable, and was primarily driven by increases in 2102 EDUCATION SERVICE DISTRICT APPORTIONMENT, and 2101 COUNTY SCHOOL FUNDS. For the current year period, Intermediate Revenue increased 29.9% over the prior year period compared to an average decrease of 13.3% over the preceding 4 years.

STATE UNRESTRICTED AID AND SSF: State Unrestricted Aid and SSF is \$242,316 over plan. This favorable condition represents 3.5% of the year-to-date plan amount of \$6,921,755. This amount is considered tolerable, and was primarily driven by an increase in 3101 STATE SCHOOL FUND - GENERAL SUPPORT. For the current year period, State Unrestricted Aid and SSF increased 4.4% over the prior year period compared to an average increase of 0.4% over the preceding 4 years.

INTERFUND TRANSFERS/LONG TERM DEBT/OTHER: Interfund Transfers/Long Term Debt/Other is \$17,273 over plan. This variance amount is considered material, and was primarily driven by an increase in 5300 SALE OF/COMPENSATION FOR LOSS OF FIXED ASSETS.

EXPENDITURES

SALARIES: Salaries are \$257,042 under plan. This favorable condition represents -4.7% of the year-to-date plan amount of \$5,412,911. This variance amount is considered tolerable, and was primarily driven by decreases in 0111 LICENSED SALARIES, and 0112 CLASSIFIED SALARIES. For the current year period, Salaries decreased 3.4% over the prior year period compared to an average increase of 2.6% over the preceding 4 years.

ASSOCIATED PAYROLL COSTS: Associated Payroll Costs are \$360,321 under plan. This favorable condition represents -11.5% of the year-to-date plan amount of \$3,140,787. This amount is considered material, and was primarily driven by decreases in 0241 EMPLOYEES INSURANCE, and 0213 PERS UAL CONTRIBUTION. For the current year period, Associated Payroll Costs decreased 3.7% over the prior year period compared to an average increase of 4.2% over the preceding 4 years.

PURCHASED SERVICES: Purchased Services are \$321,055 under plan. This favorable condition represents -13.9% of the year-to-date plan amount of \$2,306,680. This amount is considered material, and was primarily driven by decreases in 0310 INSTR, PROF & TECH SRVS, and 0331 REIMBURSABLE STUDENT TRANSPORTATION. For the current year period, Purchased Services increased 20.7% over the prior year period compared to an average decrease of 0.6% over the preceding 4 years.

SUPPLIES: Supplies are \$116,574 under plan. This favorable condition represents -28.7% of the year-to-date plan amount of \$406,546. This variance amount is considered material, and was primarily driven by decreases in 0460 NON-CONSUMABLE ITEMS, and 0410 CONSUMABLE SUPPLIES & MATERIALS. For the current year period, Supplies decreased 33.5% over the prior year period compared to an average increase of 8.7% over the preceding 4 years.

CAPITAL OUTLAY: Capital Outlay is \$31,616 over plan. This unfavorable condition represents 45.4% of the year-to-date plan amount of \$69,667. The current year variance amount is considered material, and was primarily driven by increases in 0542 REPLACEMENT EQUIPMENT PURCHASES, and 0530 IMPROVEMENTS OTHER THAN BUILDINGS. For the current year period, Capital Outlay increased 1925.7% over the prior year period.

OTHER OBJECTS: Other Objects are \$9,916 under plan. This favorable condition represents -4.2% of the year-to-date plan amount of \$235,645. This amount is considered trivial and meets expectations based on budget appropriations. For the current year period, Other Objects increased 10.0% over the prior year period compared to an average decrease of 0.2% over the preceding 4 years.

TRANSFERS: Transfers are \$20,100 under plan. This favorable condition represents -3.8% of the year-to-date plan amount of \$534,679. This amount is considered tolerable, and was primarily driven by a decrease in 0794 TRANSFER TO CAFETERIA. For the current year period, Transfers increased 108.4% over the prior year period compared to an average decrease of 15.2% over the preceding 4 years.

OTHER USES OF FUNDS: Other Uses of Funds are on plan. The current year variance amount is considered trivial and meets expectations based on budget appropriations.

Yamhill-Carlton School District No. 1

Approval of Bills Report

Fiscal Year: 2021-2022

Criteria: Report Sort: FUND From Check Date: 06/01/2022 To: 06/30/2022 Voucher: ALL
From Fund: 100 To: 900 ☐ Page Break ☒ Exclude Invoice Description

Check Number	Vendor	Amount
100 - GENERAL FUND		
0	ALISON CHEATHAM	\$340.94
0	AMANDA GREENE	\$90.91
0	AMAZON CAPITAL SERVICES	\$1,699.04
0	AMUZU, NICOLE M	\$145.99
59984	ANTONIA PARTRIDGE	\$624.09
0	AVEANNA HEALTHCARE	\$9,122.00
59985	BENJAMIN BROUILLET	\$497.00
0	BETHANY HAGGARD	\$203.77
59930	BRIGHTSIDE ELECTRIC AND	\$482.40
59957	BRIGHTSIDE ELECTRIC AND	\$1,267.00
59999	BRIGHTSIDE ELECTRIC AND	\$305.00
0	BROWN, DAVIDA J	\$172.11
0	CHALLINOR, LISA A	\$37.91
59931	CITY OF CARLTON	\$1,803.97
59932	CITY OF YAMHILL	\$3,872.83
59943	CJ HANSEN CO INC	\$420.00
59958	COLLEGE BOARD	\$204.00
59944	COMCAST NETWORK SERVICES	\$349.64
59959	COOK, MAUREEN	\$52.97
59945	COSA	\$364.00
60000	COSA	\$295.00
0	CRYSTAL SHULMIRE	\$358.69
59933	DAVISON AUTO PARTS	\$173.53
59960	DAVISON AUTO PARTS	\$402.72
60001	DAVISON AUTO PARTS	\$389.62
60012	DAVISON AUTO PARTS	\$350.93
59961	DEMME LEARNING	\$448.00

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Check Number	Vendor	Amount
100 - GENERAL FUND		
59997	DEVO'S CUSTOM SCREEN PRINTING	\$97.50
0	ERIKA BARBER	\$172.46
0	ESS WEST LLC	\$10,490.26
0	FRACOTYP - POSTALIA	\$400.00
59962	GARRETT, HEMANN, ROBERTSON	\$389.00
0	GEORGE FOX UNIVERSITY	\$13,000.00
59956	GLENN M CRAWFORTH	\$380.00
0	GOLDEN, ROSEANN C	\$239.50
0	GONNUSCIO, JENNIFER	\$11.97
59948	GORMLEY PLUMBING AND HEATING	\$380.00
59963	GORMLEY PLUMBING AND HEATING	\$427.50
60003	GORMLEY PLUMBING AND HEATING	\$372.50
0	HADASSAH SHEPARD	\$328.18
0	HAYLEY MCCULLOUGH	\$1,447.57
0	HEIDI WISMER	\$1,307.28
59986	HEILI HARRIS-BRANT	\$202.11
0	HUNTER-DAVIDSON INC	\$2,642.24
59965	IRON MOUNTAIN INCORPORATED	\$327.11
59987	JAMES RASKE	\$273.00
0	JANA FERRIS	\$507.15
0	JASON BOURNE	\$250.00
0	JAYLYNN REA	\$112.00
59988	JENNIFER JOHNSON	\$156.40
59989	JESSICA EVANS	\$220.61
59990	JOHNSTON, CARALEE	\$500.00
59991	JONATHAN MARTLING	\$105.00
59935	JOSTENS	\$13.27

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Check Number	Vendor	Amount
100 - GENERAL FUND		
59966	JOSTENS	\$143.27
59992	KAREN PARR	\$1,487.35
59993	KARLY SIMS	\$956.48
0	KOOPMAN, KRISTY	\$230.81
0	KRISTA CAIN	\$85.82
59967	LES SCHWAB TIRE CENTER	\$20.98
0	LINDSEY MOORE	\$407.00
59994	LORI BROUILLETTE	\$240.00
0	MAHON, BRIAN	\$500.00
0	MEGHAN PLIES	\$369.38
0	MID COLUMBIA BUS CO., INC	\$158,595.73
0	MOLLY PANIDA	\$287.18
59995	MORGAN, LAURA R.	\$429.00
0	NATASHA ALLEN	\$163.94
0	NEWS REGISTER	\$915.80
0	NORTHWEST REGIONAL ESD	\$456.75
59969	OFFICE DEPOT, INC	\$869.80
59949	OREGON EQUIPMENT SALES LLC	\$477.82
60006	OSAA	\$1,115.00
0	PACIFIC OFFICE AUTOMATION	\$4,611.12
0	PACIFIC OFFICE AUTOMATION (LEASE)	\$3,267.91
59970	PORTLAND GENERAL ELECTRIC	\$12,869.36
0	PROCARE THERAPY	\$10,031.00
59938	RECOLOGY WESTERN OREGON GARBAGE	\$1,409.34
60014	RECOLOGY WESTERN OREGON GARBAGE	\$976.28
59971	RESILITE SPORTS PRODUCTS INC	\$9,090.32
0	RYAN STICKA	\$91.74

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Check Number	Vendor	Amount
100 - GENERAL FUND		
0	SARA MORALES	\$174.00
0	SIERRA SPRINGS	\$54.91
0	SISTO, JOANN	\$255.48
59974	SYSCO FOOD SERVICES	\$613.25
59975	T AND E GENERAL STORE	\$6.00
60008	T AND E GENERAL STORE	\$17.97
0	TAD BECKWITH	\$695.03
0	TAMARA DERBYSHIRE	\$100.95
59951	THE HOME DEPOT PRO	\$113.06
59978	THE HOME DEPOT PRO	\$2,171.07
60009	THE HOME DEPOT PRO	\$304.46
59952	THE MANDT SYSTEM INC	\$132.00
0	THERESA BREITHAAPT	\$251.63
59979	TODAYS CLASSROOM LLC	\$1,580.00
60015	TOM STEVENS BOILER REPAIR, INC	\$1,500.00
0	UMPQUA BANK-CC	\$7,353.61
59980	UNITED RENTALS (NORTH AMERICA) INC	\$112.20
59996	VALERIE BREWER	\$228.34
0	VICTOR COOK	\$1,919.52
59940	WESTERN CHRISTIAN SCHOOL	\$50.00
60010	WILCO	\$125.13
0	WILLIAMSON, JODY	\$406.28
0	WINKLER, SKYLER L	\$57.27
59983	YAMHILL COUNTY HEALTH & HUMAN SERVICES	\$6,793.64
0	YAMHILL SHELL STATION	\$730.83
60011	ZIPLY FIBER	\$3,439.90
Total for 100 - GENERAL FUND		\$298,512.38

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 Report Fund: 100 To: 900 ☐ Page Break ☒ Exclude Invoice Description

Check Number	Vendor	Amount
201 - TITLE IA		
0	ESS WEST LLC	\$493.60
Total for 201 - TITLE IA		\$493.60
212 - ESSER II FUNDS 2020-2023		
60013	RAYBORN'S PLUMBING INC	\$12,472.00
0	UMPQUA BANK-CC	\$476.17
Total for 212 - ESSER II FUNDS 2020-2023		\$12,948.17
214 - OR SUMMER SCHOOL GRANTS		
0	AMAZON CAPITAL SERVICES	\$20,649.15
59946	DEEP SPACE SPARKLE INC	\$379.00
0	DELL INC	\$37,782.65
60002	DISCOUNT SCHOOL SUPPLY	\$185.12
59947	FITNESS FINDERS INC	\$199.50
59964	INSPIRE TO CREATE ENTERPRISES LLC	\$2,711.16
59934	INSTITUTE FOR EXCELLENCE IN WRITING LLC	\$513.00
60005	LAKESHORE LEARNING MATERIALS	\$2,535.35
59968	MYSTERY SCIENCE INC	\$1,325.00
59937	OETC	\$1,776.75
0	QUILL CORPORATION	\$349.85
60007	SCHOLASTIC INC MAGAZINES	\$425.43
59972	SCHOLASTIC INC.	\$556.99
59973	SCHOOL LIFE	\$618.97
59974	SYSO FOOD SERVICES	\$3,416.87
59977	TEACHER DISCOVERY	\$242.08
59981	WHYMAKER LLC	\$1,677.00
59982	WRIGHT PRINTING CO	\$900.00
Total for 214 - OR SUMMER SCHOOL GRANTS		\$76,243.87

Yamhill-Carlton School District No. 1

Approval of Bills Report

Fiscal Year: 2021-2022

Criteria: Report Sort: FUND From Check Date: 06/01/2022 To: 06/30/2022 Voucher: ALL
From Fund: 100 To: 900 ☐ Page Break ☒ Exclude Invoice Description

Check Number	Vendor	Amount
215 - MAC PROGRAM		
59983	YAMHILL COUNTY HEALTH & HUMAN SERVICES	\$0.00
Total for 215 - MAC PROGRAM		
		\$0.00
230 - MISC GRANTS		
0	UMPQUA BANK-CC	\$300.61
Total for 230 - MISC GRANTS		
		\$300.61
233 - MEASURE 98		
0	AMAZON CAPITAL SERVICES	\$29.72
0	SLAVISH, JORDAN	\$82.62
59975	T AND E GENERAL STORE	\$175.00
0	UMPQUA BANK-CC	\$1,154.59
Total for 233 - MEASURE 98		
		\$1,441.93
235 - CTE REVITALIZATION GRANT		
59936	LOWE'S COMPANIES INC.	\$403.26
Total for 235 - CTE REVITALIZATION GRANT		
		\$403.26
250 - FOOD SERVICES		
0	AMAZON CAPITAL SERVICES	\$82.24
0	GOODY MAN DISTRIBUTING INC	\$347.54
0	SPRING VALLEY DAIRY INC	\$1,923.29
59939	SYSO FOOD SERVICES	\$5,281.90
59950	SYSO FOOD SERVICES	\$1,032.21
59974	SYSO FOOD SERVICES	\$2,078.39
60016	YAMHILL COUNTY PUBLIC HEALTH	\$1,034.00
Total for 250 - FOOD SERVICES		
		\$11,779.57
266 - TUITION REIMBURSEMENT		
0	BISHOP, MORGAN P	\$550.00
0	BROWN, DAVIDA J	\$1,796.00

Yamhill-Carlton School District No. 1

Approval of Bills Report

Fiscal Year: 2021-2022

Criteria: From Check Date: 06/01/2022 To: 06/30/2022 Voucher: ALL
Report Sort: FUND From Fund: 100 To: 900 ☐ Page Break ☒ Exclude Invoice Description

Check Number	Vendor	Amount
266 - TUITION REIMBURSEMENT		
0	KOOPMAN, KRISTY	\$3,592.00
0	MARSTELLER, ASHLEIGH N	\$1,347.00
0	MCCATHRON, EMILY D	\$1,796.00
0	WRIGHT, JOLYNN M	\$1,763.00
Total for 266 - TUITION REIMBURSEMENT		\$10,844.00
280 - STUDENT BODY FUNDS		
0	AMAZON CAPITAL SERVICES	\$461.17
60004	HUDL	\$900.00
59936	LOWE'S COMPANIES INC.	\$474.66
0	UMPQUA BANK-CC	\$816.40
Total for 280 - STUDENT BODY FUNDS		\$2,652.23
410 - SEISMIC GRANT 20-21		
0	WRK ENGINEERS INC	\$8,373.00
Total for 410 - SEISMIC GRANT 20-21		\$8,373.00
785 - LAUGHLIN SCHOLARSHIP FUND		
59976	TARLETON STATE UNIVERSITY	\$1,000.00
Total for 785 - LAUGHLIN SCHOLARSHIP FUND		\$1,000.00
Grand Total:		\$424,992.62
End of Report		

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 06/01/2022

To Date: 06/30/2022

Fund: 100		GENERAL FUND		Check# FUND		FUNCTION	OBJECT	Amount
UMPQUA BANK-CC								
	0	GENERAL FUND		EXECUTIVE ADMINISTRATION SERVICES		CONSUMABLE SUPPLIES & MATERIALS		\$218.06
	0	GENERAL FUND		FISCAL SERVICES		COMPUTER SOFTWARE		\$149.90
	0	GENERAL FUND		FISCAL SERVICES		CONSUMABLE SUPPLIES & MATERIALS		\$143.40
	0	GENERAL FUND		HIGH SCHOOL-EXTRACURRICULAR		CONSUMABLE SUPPLIES & MATERIALS		\$470.18
	0	GENERAL FUND		HIGH SCHOOL-EXTRACURRICULAR		TRAVEL, OUT OF DISTRICT		\$4,089.99
	0	GENERAL FUND		OFFICE OF THE PRINCIPAL		COMPUTER SOFTWARE		\$24.00
	0	GENERAL FUND		OFFICE OF THE PRINCIPAL		CONSUMABLE SUPPLIES & MATERIALS		\$147.28
	0	GENERAL FUND		OFFICE OF THE PRINCIPAL		INSTR, PROF & TECH SRVS		\$0.00
	0	GENERAL FUND		OFFICE OF THE PRINCIPAL		TRAVEL, OUT OF DISTRICT		\$1,226.70
	0	GENERAL FUND		OPERATION & MAINTENANCE - PLANT SERVICES		CONSUMABLE SUPPLIES & MATERIALS		\$623.01
	0	GENERAL FUND		OPERATION & MAINTENANCE - PLANT SERVICES		NON-CONSUMABLE ITEMS		\$100.00
	0	GENERAL FUND		RESOURCE ROOMS		INSTR, PROF & TECH SRVS		\$99.00
	0	GENERAL FUND		STUDENTS WITH MENTAL DISABILITIES - LIFE SKILLS		COMPUTER SOFTWARE		\$49.99
	0	GENERAL FUND		TECHNOLOGY SERVICES		CONSUMABLE SUPPLIES & MATERIALS		\$12.10
Total for UMPQUA BANK-CC								\$7,353.61
Total for GENERAL FUND								\$7,353.61

Fund: 212	ESSER II FUNDS 2020-2023	Check#	FUND	FUNCTION	OBJECT	Amount
Remit Name						
UMPQUA BANK-CC						
		0	ESSER II FUNDS 2020-2023	BOARD OF EDUCATION SERVICES	CONSUMABLE SUPPLIES & MATERIALS	\$476.17
Total for ESSER II FUNDS 2020-2023						\$476.17

Yamhill-Carlton School District No. 1

Expenditure Summary Report

Fiscal Year: 2021-2022

Criteria: Report Sort: Fund

From Date: 06/01/2022

To Date: 06/30/2022

UMPQUA BANK-CC				Amount
0	MISC GRANTS	HIGH SCHOOL PROGRAMS	CONSUMABLE SUPPLIES & MATERIALS	\$173.85
0	MISC GRANTS	HIGH SCHOOL PROGRAMS	NON-CONSUMABLE ITEMS	\$71.20
0	MISC GRANTS	UNDESIGNATED	PREPAID EXPENSES	\$55.56
Total for UMPQUA BANK-CC				\$300.61
Total for MISC GRANTS				\$300.61

UMPQUA BANK-CC				Amount
Fund: 280 Remit Name	0	MEASURE 98	HIGH SCHOOL PROGRAMS	CONSUMABLE SUPPLIES & MATERIALS
	0	MEASURE 98	HIGH SCHOOL PROGRAMS	TRAVEL, OUT OF DISTRICT
	Total for UMPQUA BANK-CC			\$1,154.59
	Total for MEASURE 98			\$1,154.59

UMPQUA BANK-CC				Amount
Fund: 280 Remit Name	0	STUDENT BODY FUNDS	UNDESIGNATED	ACCOUNTS RECEIVABLE
	Total for STUDENT BODY FUNDS			\$816.40
	Grand Total:			\$10,101.38

Recap for FUND for GENERAL FUND			
100	GENERAL FUND		\$7,353.61
212	ESSER II FUNDS 2020-2023		\$476.17
230	MISC GRANTS		\$300.61
233	MEASURE 98		\$1,154.59
280	STUDENT BODY FUNDS		\$816.40

End of Report

Yamhill-Carlton School District No. 1

Approval of Bills Report

Fiscal Year: 2022-2023

Criteria: Report Sort: FUND From Check Date: 07/01/2022 To: 07/31/2022 Voucher: ALL
From Fund: 100 To: 900 ☐ Page Break ☒ Exclude Invoice Description

Check Number	Vendor	Amount
100 - GENERAL FUND		
0	AMAZON CAPITAL SERVICES	\$81.12
0	BRIGHTLY SOFTWARE INC	\$3,082.88
0	CARRUTH COMPLIANCE CONSULTING INC	\$2,373.86
60025	CITY OF CARLTON	\$1,756.89
60026	CITY OF YAMHILL	\$3,732.88
60027	COMCAST NETWORK SERVICES	\$353.89
60035	GORMLEY PLUMBING AND HEATING	\$591.25
60028	HEILI HARRIS-BRANT	\$360.49
0	HUNTER-DAVIDSON INC	\$465.00
60036	JACKRIS PUBLISHING LLC	\$1,919.78
0	KONE INC	\$660.90
0	NORTHWEST REGIONAL ESD	\$131.75
60019	OASBO	\$325.00
60020	OETC	\$150.00
60018	PACE	\$199,315.00
0	PACIFIC OFFICE AUTOMATION	\$1,000.29
0	PACIFIC OFFICE AUTOMATION (LEASE)	\$1,595.08
60030	PORTLAND GENERAL ELECTRIC	\$8,591.59
60038	PORTLAND GENERAL ELECTRIC	\$2,093.02
0	RAEVER, CLINT R	\$226.65
60039	RECOLOGY WESTERN OREGON GARBAGE	\$672.12
0	SAIF CORPORATION	\$19,979.43
60031	THE HOME DEPOT PRO	\$284.19
60021	TYLER TECHNOLOGIES INC	\$675.00
60032	UNITED RENTALS (NORTH AMERICA) INC	\$112.20
0	VERTNER, TINA M	\$202.50
60023	WHA INSURANCE AGENCY INC	\$18,540.00

Yamhill-Carlton School District No. 1

Approval of Bills Report

Fiscal Year: 2022-2023

Criteria: Report Sort: FUND From Check Date: 07/01/2022 To: 07/31/2022 Voucher: ALL
From Fund: 100 To: 900 ☐ Page Break ☒ Exclude Invoice Description

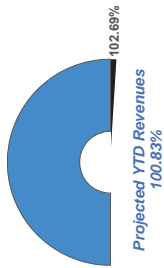
Check Number	Vendor	Amount
100 - GENERAL FUND		
0	YAMHILL SHELL STATION	\$184.20
60033	ZIPLY FIBER	\$3,470.13
Total for 100 - GENERAL FUND		\$272,927.09
214 - OR SUMMER SCHOOL GRANTS		
0	AMAZON CAPITAL SERVICES	\$222.72
60029	MOUNTAIN MATH/LANGUAGE	\$99.95
Total for 214 - OR SUMMER SCHOOL GRANTS		\$322.67
301 - OTHER DEBT SERVICE FUND - QZAB		
60017	BAC LEASING SVC AGENT FOR	\$72,086.00
0	CAPITAL ONE EQUIPMENT FINANCE	\$71,428.57
Total for 301 - OTHER DEBT SERVICE FUND - QZAB		\$143,514.57
304 - JCI PROJECT		
60022	US BANK ST PAUL	\$60,550.00
Total for 304 - JCI PROJECT		\$60,550.00
410 - SEISMIC GRANT 20-21		
60034	CARLSON TESTING, INC.	\$311.50
60037	PBS ENGINEERING AND ENVIRONMENTAL	\$2,114.67
Total for 410 - SEISMIC GRANT 20-21		\$2,426.17
Grand Total:		\$479,740.50

End of Report

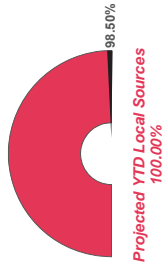
100 GENERAL FUND Revenue Dashboard Summary

For the Period Ending June 30, 2022

Actual YTD Revenues



Actual YTD Local Sources



Actual YTD State Sources



General Fund Revenues

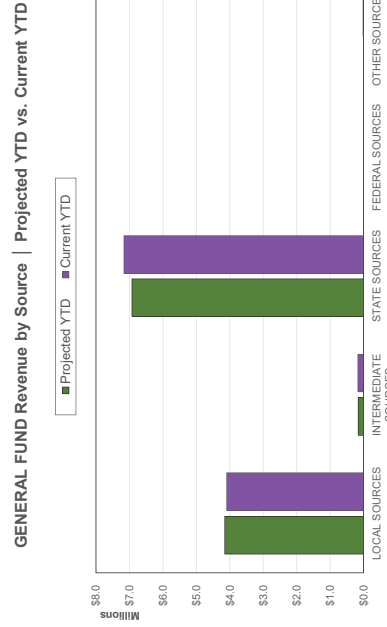
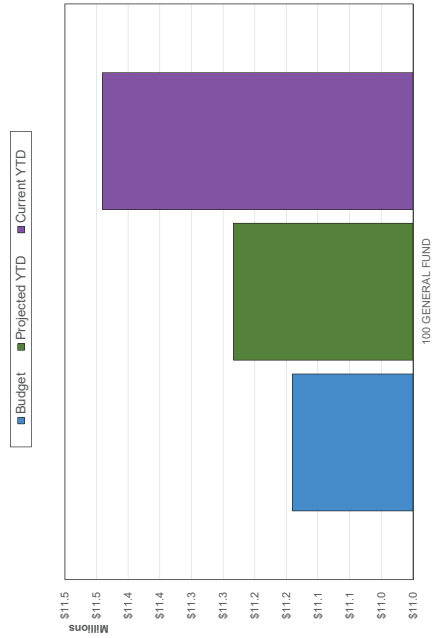
Top 10 GENERAL FUND Sources of Revenue (Year-to-Date)

State School Fund	\$7,164,071
Ad Valorem Taxes Levied By District	\$3,760,650
Resources - Beginning Fund Balance	\$1,899,600
Unrestricted Revenue	\$166,221
Regular Day School Tuition	\$159,355
Miscellaneous	\$77,752
Admissions	\$29,273
Interest On Investments	\$21,556
Sale Of Or Compensation For Loss Of Fixed Assets	\$17,273
Fees	\$13,525
Percent of Total Revenues Year-to-Date	99.77%

GENERAL FUND Revenue by Source | Prior YTD vs. Current YTD



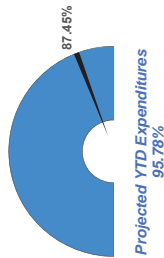
Revenues by Fund | Budget / Projected YTD / Current YTD



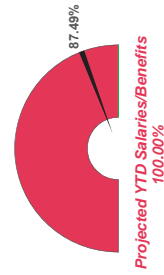
100 GENERAL FUND Expense Dashboard Summary

For the Period Ending June 30, 2022

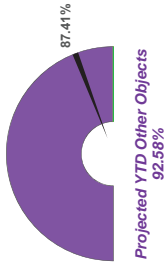
Actual YTD Expenditures



Actual YTD Salaries/Benefits



Actual YTD Other Objects

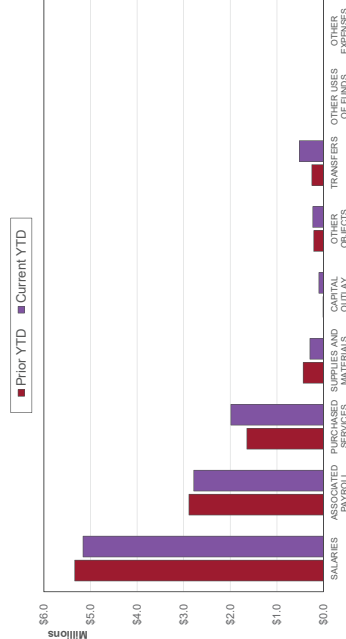


General Fund Expenditures

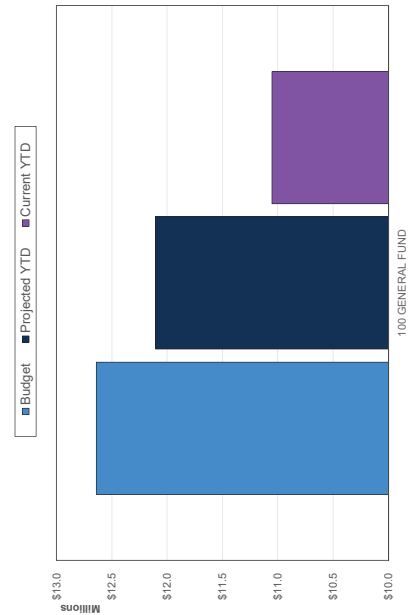
Top 10 GENERAL FUND Expenditures by Program (Year-to-Date)

Licensed Salaries	\$2,720,629
Employees Insurance	\$1,176,369
Classified Salaries	\$1,061,427
Pers Uai Contribution	\$869,760
Administrators	\$684,901
Reimbursable Student Transportation	\$662,352
Instr, Prof & Tech Svcs	\$434,737
Fica/Medicare	\$383,663
Transfer To Building Fund	\$321,000
P E R S, Pick-Up	\$274,661
Percent of Total Expenditures Year-to-Date	77.71%

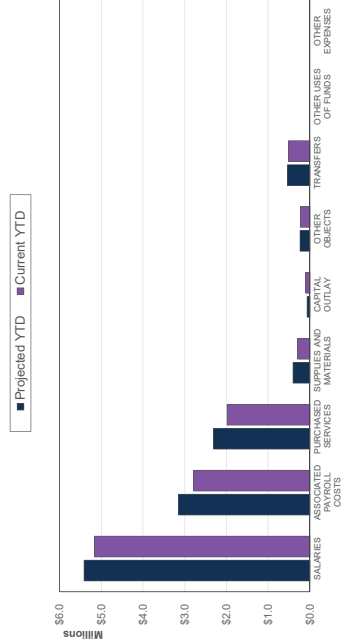
GENERAL FUND Expenditures by Object | Prior YTD vs. Current YTD



Expenditures by Fund | Budget / Projected YTD / Current YTD



GENERAL FUND Expenditures by Object | Projected YTD vs. Current YTD

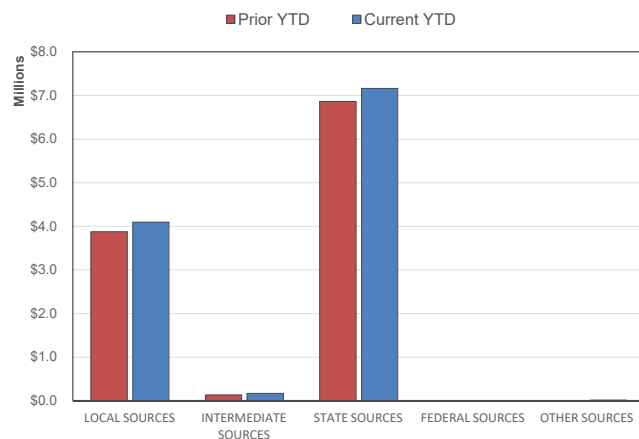


100 GENERAL FUND | Financial Summary by Object

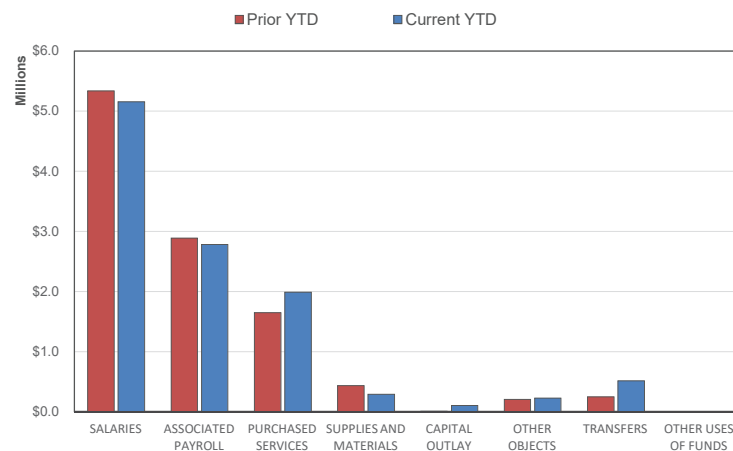
For the Period Ending June 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
Beginning Fund Balance	\$ 1,819,360	\$ 1,819,360		\$ 1,899,600	\$ 1,500,000	
REVENUES						
Local Sources	3,871,949	3,871,949	100.00%	4,092,569	4,155,050	98.50%
Intermediate Sources	128,364	128,364	100.00%	166,694	156,680	106.39%
State Sources	6,861,661	6,861,661	100.00%	7,164,071	6,828,811	104.91%
Federal Sources	-	-		-	-	
Other Sources	-	-		17,273	-	
TOTAL REVENUE	\$ 10,861,974	\$ 10,861,974	100.00%	\$ 11,440,607	\$ 11,140,541	102.69%
EXPENDITURES						
Salaries	\$ 5,338,433	\$ 5,338,433	100.00%	\$ 5,155,869	\$ 5,412,911	95.25%
Associated Payroll Costs	2,886,207	2,886,207	100.00%	2,780,466	3,140,787	88.53%
Purchased Services	1,645,667	1,645,667	100.00%	1,985,625	2,306,680	86.08%
Supplies and Materials	435,848	435,848	100.00%	289,972	406,546	71.33%
Capital Outlay	5,000	5,000	100.00%	101,283	67,000	151.17%
Other Objects	205,158	205,158	100.00%	225,729	235,645	95.79%
Transfers	246,926	246,926	100.00%	514,579	534,679	96.24%
Other Uses of Funds	-	-		-	536,293	0.00%
Other Expenses	-	-		-	-	
TOTAL EXPENDITURES	\$ 10,763,238	\$ 10,763,238	100.00%	\$ 11,053,523	\$ 12,640,541	87.45%
SURPLUS / (DEFICIT)	\$ 98,735	\$ 98,735		\$ 387,084	\$ (1,500,000)	
ENDING FUND BALANCE	\$ 1,918,096	\$ 1,918,096		\$ 2,286,684	\$ -	

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD





YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | www.ycsd.k12.or.us

Resolution 2023-01

Authorizations for Change of Signature on Bank Accounts

Yamhill Carlton High School

Whereas, the Board of Directors of Yamhill Carlton School District has authorized the change of the authorizing signers on the YCHS Account for:

Umpqua (Acct# 6690) – Remove Steve Cooper and add Bradley Post (Associate Principal/Athletic Director) with the powers to Open any deposit or share accounts in the name of the association. Tami Zigler (Director of Fiscal Services), Scott Henderson (Principal), and Maureen Cook (Lead Secretary) will remain on account.

Dated: August 11, 2022

Tina Vertner, Board Secretary



YAMHILL CARLTON SCHOOL DISTRICT

120 N. Larch Place - Yamhill, OR 97148 | PH: 503-852-6980 - FX: 503-662-4931 | www.ycsd.k12.or.us

2022-2023 School Fees

Breakfast / Lunch Fees:

	Breakfast	Lunch
Elementary	\$1.85	\$3.05
Intermediate/High School	\$1.95	\$3.25
Adult	\$2.75	\$4.25

Elementary School:

No fees scheduled for 2022-2023.

Intermediate School:

4 th – 6 th Planner/Activity Fee:	\$20.00
7 th – 8 th Planner/Activity Fee:	\$40.00 (includes PE Uniform)

Students eligible for free lunch program have no charge for the required fees. Students eligible for reduced lunch program will be charged 50%.

High School:

Registration/Activity Fee:	\$25.00
----------------------------	---------

Students eligible for free lunch program have no charge for the required fees. Students eligible for reduced lunch program will be charged 50%.

Athletic Fee per Sport:	\$125.00
Reduced Eligible Fee per Sport:	\$75.00
Free Eligible Fee per Sport:	\$50.00
Family Sports Fee Cap:	\$500.00



**YAMHILL CARLTON
SCHOOL DISTRICT**

**STUDENT TRANSPORTATION SERVICES
CONTRACT**

Effective July 1, 2022



**YAMHILL-CARLTON SCHOOL DISTRICT
CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2022**

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**YAMHILL-CARLTON SCHOOL DISTRICT
CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2022**

**SECTION I
TERMS AND
CONDITIONS**

1. GENERAL

This CONTRACT is entered into between the Yamhill-Carlton School District (DISTRICT) located at 120 N Larch Pl, Yamhill, OR 97148 and Mid Columbia bus Co., Inc. (CONTRACTOR) located at PO Box 1108, Pendleton, OR 97801.

2. LEGAL REQUIREMENTS

During the entire term of the contract, the Contractor shall comply with school board policies and all laws, rules and regulations of the State of Oregon regulating the transportation of school children which includes the Motor Vehicle Code and Rules of the State Department of Education.

The Contractor agrees to maintain compliance for those Contractor employees who possess CDL licenses with required drug and alcohol testing and screening under applicable federal laws, rules and regulations under the Omnibus Transportation Employee Testing Act of 1991, and Department of Transportation drug and alcohol testing procedures rule 49 CFR Part 40.

The Contractor agrees to abide by the provisions in Oregon Revised Statutes, Chapter 279, Public Contracts and Purchasing, that pertain to this contract. Areas of reference, but not limited to, are:

- A.** ORS 279B.220 – Conditions concerning payment, contributions, liens, withholding
- B.** ORS 279B.235 – Conditions concerning hours of labor
- C.** ORS 279B.230 – Conditions concerning payment for medical care and providing worker's compensation
- D.** ORS 279B.020 – Maximum hours of labor on public contracts, holidays; exceptions.

3. TERM

This agreement shall be effective July 1, 2022 and shall continue in force and effect until the end of June 30, 2027, unless otherwise terminated as allowed by this contract. Effective July 1, 2022, this agreement supersedes and replaces any prior agreement concerning transportation between these parties. On or before February 15, 2027, the District shall have the option to renew this contract for an additional one to five-year period starting July 1, 2027. Contractor shall propose rates for the extension as part of the review and negotiation for the agreed upon additional time.

**YAMHILL-CARLTON SCHOOL DISTRICT
CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2022**

4. DISTRICT POLICIES

- A.** The DISTRICT shall have the exclusive right and obligation to set standards or policies regarding student transportation in general and as to the beginning and ending time of schools, the establishment of bus stops, bus arrivals and departure times, railroad crossings, current route descriptions, and all other pertinent policies relating to transportation.
- B.** The DISTRICT shall designate the students for whom CONTRACTOR shall provide Regular Service. CONTRACTOR shall provide regular service for such students for each day that school is in session during the term of this agreement and shall provide special service for such students and authorized DISTRICT personnel as the DISTRICT may require.
- C.** The provisions of this paragraph do not alter DISTRICT authority and rights defined elsewhere in the agreement but not delineated in this paragraph.

5. INSURANCE

- A.** The CONTRACTOR at its sole expense shall procure and furnish the DISTRICT with a Certificate of Insurance naming Yamhill-Carlton School District, including its Board of Directors, Officers, Agents and Employees, acting on behalf of the School DISTRICT, as additional insured. It shall be maintained on file continuously at the DISTRICT Office. The insurance minimums shall be satisfactory to the DISTRICT as set forth below during the Contract period. The insurance shall be kept current during the Contract and the DISTRICT requires thirty days (30) written notification prior to any cancellation of the required insurance.
- B.** The CONTRACTOR shall provide general liability and automobile liability insurance, protecting the School District as an additional insured, its agents and employees acting in their official capacities as such, the CONTRACTOR as named insured, drivers, and other related personnel from any claim for damages for personal injury or death and from damage to property which may arise from operations of the CONTRACTOR under the Contract with the following minimums:

YAMHILL-CARLTON SCHOOL DISTRICT

CONTRACT FOR STUDENT TRANSPORTATION SERVICES EFFECTIVE JULY 1, 2022

The following minimum limits apply to the General Liability insurance requirements:

\$1,000,000	Each Occurrence
\$1,000,000	General Aggregate
\$5,000	Medical Payments per person
\$9,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$10,000,000 for all coverages combined.

The following minimum limits apply to the Commercial Auto insurance requirements:

\$1,000,000	for Each Person (Bodily Injury)
\$1,000,000	for Property Damage
\$1,000,000	for Under insured (and Uninsured) motorists
\$5,000	Medical Payments, per person
\$9,000,000	Umbrella/Excess Liability

Or a total occurrence limit of no less than \$10,000,000 for all coverages combined.

C. Worker Compensation Insurance shall be maintained as required by law.

6. **HOLD HARMLESS**

- a. CONTRACTOR agrees to indemnify and hold DISTRICT, its governing board, officers, employees harmless and promises to defend same from all claims or damage, penalties of any kind related to the operation and maintenance of the buses or any obligations under this contract.

DISTRICT agrees to indemnify, defend and hold harmless CONTRACTOR, and all of its affiliated and related entities and governing board, officers, directors, employees, successors and assigns, attorneys, insurers, and representatives, individually and in their official capacity, from any and all claims, actions, damages and liability, including the cost of investigation, litigation expenses, appeal costs and attorney's fees, to the extent resulting from any claims or suits which result from any negligent or intentional action or omission of DISTRICT and/or DISTRICT's affiliates and related entities, employees, agents or representatives arising out of or relating to DISTRICT performance or failure to perform any of its obligations under this contract.

YAMHILL-CARLTON SCHOOL DISTRICT

CONTRACT FOR STUDENT TRANSPORTATION SERVICES EFFECTIVE JULY 1, 2022

7. FORCE MAJEURE

- A. In the event CONTRACTOR is unable to provide transportation because of Acts of God, fire, flood, riot, war, picketing, civil commotion, strikes, labor disputes or unavailability of fuel, the DISTRICT shall excuse CONTRACTOR from performance hereunder and shall have the right, but not be required, to take over the safe and legal operation of such buses that CONTRACTOR is prevented from running with school employees, or other persons as the DISTRICT may deem appropriate until CONTRACTOR is able to resume operations, provided however, the insurance and hold harmless indemnification clauses herein shall not apply in such a situation. In this event, the DISTRICT shall pay to the CONTRACTOR for buses used, same amount specified in the rate schedule applicable for that year, less all reasonable expenses and cost incurred by the DISTRICT in securing the services of such operating personnel. The CONTRACTOR shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the nonperformance is not due to the fault or neglect of the Contractor.

If neither the DISTRICT nor the CONTRACTOR operates the buses, the DISTRICT is not obligated to any payments.

8. COMPLYING WITH GOVERNMENT AND/OR SCHOOL MANDATES

- A. If during the term of the contract there are any federal, state or local mandates: (a) requiring modification of CONTRACTOR'S equipment or vehicles used to perform the contract, or, (b) which result in an increase in the business/operational cost of the CONTRACTOR during any one school contract year, then DISTRICT and the CONTRACTOR will negotiate to determine which party will bear the cost of complying with such mandate(s), including the cost of implementing any mandate(s), and the CONTRACTOR'S rate of payment(s) for services to XX during the remainder of the contract term. If DISTRICT and CONTRACTOR are unable to agree on a price adjustment to the contract due to such mandate(s), then either DISTRICT or CONTRACTOR may terminate this contract with one hundred and twenty (120) days written notice to the other. In the event no agreement can be reached, DISTRICT and CONTRACTOR agree to cooperate to transition transportation services back to DISTRICT, DISTRICT agrees to pay CONTRACTOR at the rates otherwise set forth herein until the transition is complete, and neither DISTRICT or CONTRACTOR will make a claim against the either for not completing the term of this contract.

The contract amounts may be adjusted by negotiation between CONTRACTOR and the School Board if mandatory employee health

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insurance is required by the federal government.

After the signing of this agreement, in the event of new laws, rules and regulations as required by State or Federal jurisdictions or in the event of exorbitant operational increases that would place new demands on the CONTRACTOR and would substantially increase the cost of this agreement, the CONTRACTOR has the right to renegotiate this agreement. The scope of renegotiations would be limited to the reasons specified in this paragraph.

9. ARBITRATION

- a. In the event a dispute shall arise between the parties to this contract, it is hereby agreed that the dispute shall be referred to United States Arbitration and Mediation for arbitration in accordance with United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final, and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

10. INTEGRATION AND SEVERABILITY

- A. It is understood that the Contract and its referenced attachments constitute the total integration of all the agreements of the parties and supersedes all negotiations, documents, understandings, representations, and past practices of the parties.
- B. Should any provision of the Contract or the application thereof be held invalid or unenforceable, the remainder of the Contract and the application thereof other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

11. CANCELLATION

- A. The DISTRICT may terminate the Contract without cause, upon six (6) months written notice of termination to Contractor.
- B. In the event of termination under any provision herein, District, at its sole discretion, may elect to purchase from Contractor all or selected transportation vehicles then in use in the District. The purchase of

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vehicles under this provision shall be at the then current fair market value. District must give written notice to Contractor of its intent to purchase vehicles at the time the termination notice is provided and must specifically identify vehicles to be purchased within 90 days of the notice of termination or intent to terminate.

- C.** Upon cancellation or normal expiration of Contract, the DISTRICT may buy or lease from the CONTRACTOR any or all regular service and spare buses which are being used by the Contractor. The price for sale and/or lease shall be determined by the depreciation. Depreciated values shall be negotiated between DISTRICT and Contractor.
- D.** Additionally, CONTRACTOR agrees that the DISTRICT will have the right, as an additional option, to enter into a separate lease-maintenance agreement with CONTRACTOR where the DISTRICT will provide the insurance, fuel, drivers, and all other management, and CONTRACTOR will provide the bus ownership and maintenance only. The period of such an arrangement, may be any length of time chosen by the DISTRICT, up to but not beyond the then existing term of the Contract.
- E.** CONTRACTOR agrees to allow the DISTRICT to determine the best method of the above by which to obtain the needed transportation service.

12. FUNDING

The parties recognize that revenue needed to fund this Contract must be approved by established budget procedures. The parties also recognize that the revenue received by the DISTRICT is sometimes affected by circumstances outside the control of the DISTRICT. This Contract, therefore, is entered into contingent upon the ability of the DISTRICT to fund this Contract. Should the DISTRICT experience an unexpected shortfall, which would affect the DISTRICT'S ability to fund this Contract the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Contract. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the DISTRICT and the CONTRACTOR.

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13. ASSIGNMENT PROHIBITED

Neither this Contract nor any interest herein shall be assigned to any other party or parties without the prior written consent of the DISTRICT. In the event of any attempt to transfer interest without DISTRICT'S permission, the DISTRICT may terminate this Contract with a period of notice of its own choosing.

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SECTION II SPECIFICATIONS:

1. **GENERAL SCOPE**

CONTRACTOR shall during the period hereinafter set forth, provide, and maintain the required number of school buses and bus drivers to transport conveniently, safely and reliably, all students designated by the DISTRICT to be served under the provisions of the contract. Such transportation shall be provided for regular home-to-school and special education (including school-to-school) transportation service for each and every day that the school is convened and, in addition, CONTRACTOR shall during the period of this agreement provide transportation for all students or other authorized personnel as may be required by the DISTRICT for field trips, excursions, athletic activities, extended school year, summer school, or any other purpose designated by the DISTRICT. The current school year is based on 176 days of school in which transportation is required.

2. **VEHICLES**

A. **MAXIMUM ALLOWABLE BUS/VEHICLE AGE:**

Average age of all buses shall not exceed eight (8) years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the contract:

(1) Conventional Gas Buses		Ten (10) years
(2) Conventional Diesel Buses		Twelve (12) years
(3) Transit Buses		Twelve (12) years
(4) Conventional Small Bus/Van		Eight (8) years

B. **APPROVAL:**

Both the Oregon State Department of Education and the DISTRICT shall approve all used equipment.

C. **CONDITION AND MAINTENANCE:**

CONTRACTOR shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and Federal standards and specifications for school buses. Such equipment shall be always maintained in safe and good mechanical order so as to pass the

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State School Bus Inspection. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. CONTRACTOR shall administer on all buses and vehicles used by Contractin the transportation of students, an extensive preventative maintenance program which shall include the minimum:

- (1) A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 15th of every contract year or every twenty-five thousand (25,000) miles, whichever comes first. No inspection period, from the last to the most current, shall exceed twelve (12) months.
- (2) A daily pre-trip bus inspection and withdrawing a bus from service if a serious defect exists which includes, but is not limited to steering, brakes, primary vision, exhaust, wheels, or tires.

D. FLEET SIZE:

CONTRACTOR shall have a fleet of adequate number and capability to guarantee service for all of the DISTRICT'S student transportation needs, including basic Home-to-School, special education needs, activities, athletics and field trips. Equipment will be added as needed to meet increasing needs.

- (1) Regular Home-to-School: Provide as a minimum:
 - a) 11 (eleven) 71 to 89 passenger buses (plus minimum of 2 spares)
- (2) Special Education: Provide as a minimum:
 - a) 3 (three) 15 to 30 passenger (Type A or A1) buses. Seating and wheelchair configurations must meet the needs of DISTRICT students, which may vary from year to year.
- (3) Activities, Athletics and Field Trips: Provide as a minimum:
 - a) 2 (two) 84 passenger heavy duty transit buses with under carriage luggage storage.
 - b) 2 (two) type 10 vehicles limited to a maximum of 8 passengers
 - c) Where possible, the above activity vehicles may be maintained within the spare/or regular fleet provided they are available as needed for activity use. Contractor shall dedicate vehicles for exclusive activity use if necessary to ensure availability for activity needs.

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- (4) Spare buses: Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reason of breakdown, maintenance, or emergency. CONTRACTOR shall keep ample spare buses and other equipment available to ensure that CONTRACTOR can provide uninterrupted student transportation service with a delay of no greater than 50 minutes in the event of a mechanical breakdown or emergency within the DISTRICT. CONTRACTOR shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above. CONTRACTOR should plan larger spare numbers if required to meet these requirements. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

E. FLEET CHANGES

During the contract it may be necessary to add or delete vehicles.

- (1) Deletion of buses: When the DISTRICT authorizes in writing the elimination of a vehicle from the DISTRICT approved fleet, CONTRACTOR shall remove the vehicle from the DISTRICT and discontinue associated charges as soon after the directive and authorization as possible but not to exceed sixty (60) days from date of directive and authorization.
- (2) Addition of buses: CONTRACTOR will provide additional buses as directed by the DISTRICT in writing within 90 days of written notification or sooner if possible. Where immediate response is required, CONTRACTOR will provide temporary vehicle(s) to accommodate the DISTRICT's request.
- (3) Changes in configuration of buses: CONTRACTOR may make recommendations for configuration changes in size of buses used, to include an outline of savings to the DISTRICT if changes were made. Any reconfiguration of fleet requires prior DISTRICT approval.

F. DISTRICT INSPECTION:

The DISTRICT retains the unrestricted right to inspect at any time the CONTRACTOR's facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with contractual terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the CONTRACTOR shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an

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inspection shall not be placed back into service without complete correction of deficiency and authorization of the DISTRICT.

G. FOUR WHEEL DRIVE VEHICLE:

CONTRACTOR shall provide at least one four-wheel drive service vehicle that will be on site for use as a service vehicle, for road calls, inclement weather, and other needed uses.

H. REQUIRED MODIFICATION OF BUSES:

Any installation of modification of equipment required by a change in law or regulation shall be the responsibility of the Contractor. Any installation or modification of equipment required by the DISTRICT over and above law or regulation, shall be done by the Contractor, with reimbursement to be made by the DISTRICT at a prior approved cost.

I. RADIOS:

CONTRACTOR shall equip all buses and vehicles used for the transportation of students and all contractor service vehicles with a DISTRICT approved two-way radio or other communication system. CONTRACTOR shall be responsible for maintaining the radio equipment.

J. VIDEO/DIGITAL MONITORING EQUIPMENT:

All regular Home-to-School buses, Home-to-School spare buses, and Activity buses will be equipped for cameras and video or digital monitoring system. CONTRACTOR shall be responsible for maintaining and replacement of this equipment. CONTRACTOR is responsible for maintaining video recording on file for a minimum of ten (10) school days from the recording date, labeled with date and route data to allow easy access. CONTRACTOR is responsible for all installation of video/digital monitoring equipment.

3. FACILITIES

A. CONTRACTOR PROVIDED FACILITY:

The CONTRACTOR will be responsible for providing, at its cost, a transportation facility, including bus parking space and unequipped maintenance and office structures.

B. UTILITIES:

The CONTRACTOR will also be responsible for providing the utilities.

C. CONTRACTOR RESPONSIBILITY:

The CONTRACTOR shall have full responsibility for equipping and maintaining the facility in good repair and appearance satisfactory to the DISTRICT and in compliance with all DISTRICT, city, county, state and

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federal laws and requirements, including but not limited to environmental requirements. The CONTRACTOR shall be responsible for all loss protection and liabilities associated with the facility. This statement does not limit any loss or liability requirements stated elsewhere in this Contract.

4. ROUTES

A. REGULAR HOME-TO-SCHOOL ROUTES:

The CONTRACTOR shall maintain responsibility for development of all routes and route changes. The DISTRICT reserves the right to require adjustments to routes, where determined by the DISTRICT, to be in its best interest.

B. SPECIAL EDUCATION:

The CONTRACTOR shall provide services, both in and out of the district, to transport special education students as required by the DISTRICT, including provision of necessary vehicles to accommodate all special needs. It is understood that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.

- (1) The CONTRACTOR shall be responsible for developing and coordinating Special Education routes. The CONTRACTOR will be responsible for communicating route information to both parents and schools.
- (2) The CONTRACTOR shall pick up and drop off Special Education students on the same side of the street where they reside. CONTRACTOR shall deliver the students to emergency locations whenever directed by the DISTRICT.
- (3) The DISTRICT shall provide the CONTRACTOR with names, addresses, number of students, and receiving schools for Special Education students who are to be picked up and returned. Information received by the CONTRACTOR from out of district schools and other groups we transport for (i.e., Early Intervention), will be forwarded to the DISTRICT.
- (4) CONTRACTOR shall maintain updated records as furnished by DISTRICT on each Special Education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall

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always have the above appropriate information for any given route with him/her when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines implementing PL 94-142 (as altered and re-authorized by PL 105-17), parallel state statutes, and shall not remain on the bus or vehicle unattended.

- (5) The DISTRICT reserves the authority to review and approve or modify these routes. In addition, The DISTRICT retains the right to transport Special Education Students (i.e., ambulance, taxi, etc.) at any time in the future.

C. ROUTE TESTING:

- (1) Prior to start of each school year the CONTRACTOR shall field-test all routes that the DISTRICT has approved. CONTRACTOR shall notify the DISTRICT of any time discrepancy in scheduling.
- (2) All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to insure complete familiarity with route operation. The cost of this will be borne by the Contractor.

D. ROUTE OWNERSHIP:

All bus routes, Regular Home-To-School, Special Education, or any other routes that are developed by the CONTRACTOR for the DISTRICT are and will remain the sole property of the DISTRICT.

E. ROUTE NUMBERS:

All buses shall have the appropriate route number for the corresponding school in the windows of the bus each time of providing service to a given school. Route numbers are to be professional looking and easy to read.

F. PROBLEM SOLUTIONS:

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, CONTRACTOR is expected to develop such solutions and present them to the DISTRICT for consideration.

G. ROUTE RESTRICTIONS:

In the designation and selection of routes, under this Agreement, CONTRACTOR shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the DISTRICT at its option may specify that CONTRACTOR shall operate over private roads

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which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners.

H. ROUTE CHANGES:

Student transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the DISTRICT. CONTRACTOR bus drivers are not to modify the established DISTRICT approved bus routes without DISTRICT approval. If the DISTRICT increases or reduces the number of buses required to service the routes or reduces the route times, the compensation to the contractor will be adjusted as provided in the Contract. The DISTRICT reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year.

I. BUS LOAD LIMITS:

Passenger loading of buses shall not exceed Oregon State Department of Education or other state or federal limits. CONTRACTOR is required to notify DISTRICT, within one day, of any overload problems.

5. SCHEDULES

A. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES:

The DISTRICT, in developing the routes, and the CONTRACTOR, in driving the routes, will strive to comply with the following guidelines.

- (1) Student arrival at school in the morning (am): not more than 30 minutes (high school), and 15 minutes (elementary/middle school), prior to school or breakfast starting time.
- (2) Bus arrival at school to pick up student in the afternoon (p.m.): No later than 15 minutes after school dismissal time for primary and middle schools and 20 minutes after dismissal time for high school.
- (3) Riding time shall not exceed 50 minutes except as approved by the DISTRICT.
- (4) Buses shall not depart from school earlier than 8 minutes after school dismissal without approval of the school principal.

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B. SCHOOL SCHEDULES:

Setting of school hours is the responsibility of the DISTRICT. It is recognized, however, that school hours have great impact on the ability of the CONTRACTOR to efficiently meet the requirements of the Contract. The DISTRICT will inform the CONTRACTOR of any planned changes in school hours, from one year to the next, no later than July 1. The CONTRACTOR will support the DISTRICT in its establishment of the best combination of school and bus schedules by August 8th, with all final decisions at the discretion of the DISTRICT.

6. STAFF

A. CONTRACTOR STAFF:

For the protection of the children, drivers and other persons coming in contact with the children must be of stable personality and of the highest moral character. The DISTRICT places responsibility upon CONTRACTOR and CONTRACTOR agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever, nor shall CONTRACTOR allow a person to drive a school bus who is not at the time in a condition of mental, physical, or emotional stability.

- (1) CONTRACTOR shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours to be able to perform uninterrupted reliable on time service in case of emergencies, no-shows, and other exceptional circumstances.
- (2) The responsibility of selecting, hiring, training, supervising, and disciplining of drivers and all other employees shall rest upon the Contractor. In the selection and hiring process, the CONTRACTOR shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal, and safe driving record as may be allowed by law. The CONTRACTOR will be responsible for fingerprinting all employees that encounter students. The CONTRACTOR shall not knowingly employ anyone who has:
 - (a) A felony conviction within the past ten years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
 - (b) Conviction of DUI, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.

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- (c) Conviction within the past two years of careless or reckless driving.
 - (d) Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
 - (e) A pattern of driving violations on the record.
 - (f) Drivers must meet all requirements of the Oregon Department of Education School Bus Drivers.
- (3) CONTRACTOR must have in place a program for mandatory drug testing/screening for all new hires, mandatory post-accident drug testing, and random testing for all employees.
- (4) The responsibility for hiring and discharging personnel in respect to all the foregoing shall rest entirely upon the CONTRACTOR and the CONTRACTOR agrees that it shall enter into no agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the Contractor's ability to comply with this requirement. The CONTRACTOR further agrees that the DISTRICT shall have the right by written order to require dismissal from the CONTRACTOR's employ or transfer of any person(s) or driver(s) in the CONTRACTOR's employ who in the opinion of the DISTRICT is not qualified for the job assigned or has failed to comply with the requirements and expectations of the DISTRICT, or who is not in compliance with this Contract, the District Policy or any government laws or regulations as related to his or her job in regard to any or all of the foregoing.

B. CONTRACTOR'S PERSONNEL:

- (1) Site Manager:
- (a) CONTRACTOR shall provide an on-site manager with significant supervisory experience in the field of student transportation.
 - (b) The DISTRICT shall have the right of final approval of the appointment of the on-site manager and to require dismissal of any non-driving personnel person who has not performed to the satisfaction of the DISTRICT.
 - (c) It is the expectation of the DISTRICT that the Onsite Manager assigned to administer this Contract with the DISTRICT will remain for the duration of the Contract if possible. The DISTRICT requires six months notification of any consideration of employment status change of the on-site manager that is under

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the control of the CONTRACTOR.

(d) The on-site manager shall have the experience, skills, and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the Contractor. The DISTRICT'S expectation is that the on-site manager will have the ability to manage all phases of student transportation. The on-site manager skills will include computer literacy with word processing, spreadsheets, and electronic communication. The manager's duties will include all functions necessary for full administration of all Contract requirements. These shall include, but not be limited to, responding to parent concerns and complaints, coordinating with, and supporting individual schools, supporting, and helping implement DISTRICT programs for student behavior management, driver training, etc.

(2) In addition to site-manager, CONTRACTOR agrees to provide, at minimum, the following personnel on site:

- (a) CONTRACTOR agrees to designate a safety and discipline officer, acceptable to the DISTRICT, who shall work with students, drivers, school personnel, and parents. The safety and discipline manager may also be the Site-Manager.
- (b) CONTRACTOR agrees to provide a full time Dispatcher that shall communicate with District personnel, parents, and drivers to coordinate the safe and uninterrupted flow of transportation services.
- (c) CONTRACTOR shall provide a Maintenance Supervisor, experienced and knowledgeable in school bus maintenance. Maintenance Supervisor will be required to understand maintenance requirements and standards applicable to the Oregon State Department of Education.
- (d) CONTRACTOR agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this agreement.
- (e) CONTRACTOR agrees to provide other staff as necessary to meet the service expectation of the Contract.

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C. MINIMUM REQUIREMENTS OF DRIVERS:

- (1) CONTRACTOR shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificate issued by the State of Oregon Department of Education.
- (2) CONTRACTOR shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.
- (3) CONTRACTOR shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract shall be a driver assigned to a specific route(s) at the commencement of each school year and are normally expected to remain until the end of the school year. The CONTRACTOR may transfer drivers among routes whenever the interest of the students may be served but shall minimize such transfers throughout the year. The DISTRICT reserves the right to request a replacement or transfer of a driver for good cause.
- (4) The CONTRACTOR shall provide to the DISTRICT a sign compliance notification prior to the beginning of each school year and by March 15th, that: 1) all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test, and 2) that the CONTRACTOR has in their files a copy of the criminal verification and driving record report for each driver along with a list of drivers waiting for approval.
- (5) A driver supervisor shall ride with every certified bus driver at least once each semester for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The CONTRACTOR will submit a report to the DISTRICT listing all drivers and their review dates. In addition, the DISTRICT may at any time have a representative ride with any driver of the CONTRACTOR for the purpose of observation to assure compliance with the terms and conditions of this agreement.

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- D. STAFFING HOURS:** The CONTRACTOR shall have resident at their facilities a competent Manager. The Manager or any CONTRACTOR employee filling in for the Manager in his/her absence shall be fully authorized to act on behalf of the CONTRACTOR. Contractor shall provide sufficient support staff during the hours of 5:30 am and 6:00 pm and at other times as required by activity trips. Necessary support staff, including competent dispatchers, will be on duty normally (1) from 5:30 am to 6:00 pm, or until the last regular route bus returns to the bus facility at the end of the day on all days that buses are running on regular home-to-school routes and (2) on call at other times as required by activity trips. Personnel are subject to District approval.
- E. EMERGENCY CONTACT:** One or more emergency phone numbers must be provided to the DISTRICT where CONTRACTOR can be reached 24 hours a day, 7 days a week in case of emergency. The Manager must have a cellular phone.
- F. APPAREL AND NAME TAGS:**
The DISTRICT requires that all employees of CONTRACTOR be issued name tags to be worn while on duty in providing service to the DISTRICT. The DISTRICT also requires that all CONTRACTOR staff maintain a professional appearance for the duties, in accordance with standards to be worked out with the DISTRICT.

7. REPORTS

- A. DISCIPLINE AND HEALTH:**
CONTRACTOR shall provide the DISTRICT within twenty-four (24) hours student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the DISTRICT, will be made immediately.
- B. ACCIDENT:**
- (1) CONTRACTOR shall notify the DISTRICT Transportation Manager or designee immediately by telephone of any vehicle accident or injury.
 - (2) The CONTRACTOR will provide within two hours of an accident the number of students and staff on the bus at the time of the accident, their full names, and their seating position on the bus, where applicable.
 - (3) The CONTRACTOR will provide any additional information to the DISTRICT as required in DISTRICT Policies and

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Procedures.

- (4) CONTRACTOR shall forward within twenty-four (24) hours of each accident where an injury is sustained a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident and filed according to State law and regulations.

C. DAILY BUS REPORT (DBR):

CONTRACTOR shall use and have drivers complete a Daily Bus Report (DBR). Reports shall be completed for each individual bus movement by date and route. These shall remain on file at the transportation facility and be available for DISTRICT audit and review on request. Final form design is to be approved by the District.

D. BUS DRIVER INFORMATION REPORTS:

CONTRACTOR shall have in their files, made available to the DISTRICT upon request, information such as, but not be limited to, driver's names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

E. BOOKS:

The DISTRICT retains the unrestricted right to inspect the Contractor's buses, records, maintenance, and operational procedures and driver training, as well as other areas pertaining to compliance with the contractual terms and/or required methods of transporting students.

F. STATE REPORTS:

CONTRACTOR shall furnish to the DISTRICT copies of all transportation reports to the State of Oregon. This will include annual preparation in draft form of the state annual transportation report, form 581-2249 by 30 days prior to date set by State of Oregon. CONTRACTOR shall make such special reports, studies and surveys regarding student transportation as are reasonably necessary to the DISTRICT.

G. INSPECTION/CERTIFICATION REPORTS:

CONTRACTOR shall, by June 1 of each year, provide written lists of all Contract buses and vehicles including year, make, size, and specifications to be used for student transportation by the CONTRACTOR or a letter from a manufacturer committing that buses will be available in Portland, Oregon by August 15 of the subject year. Prior to DISTRICT approval, the CONTRACTOR shall pre-inspect all the above buses, vehicles and provide the DISTRICT with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification

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(Forms 581-2255 and 581-2256C) by August 15 of the subject year or no later than ten working days prior to their use by the contractor for student transportation. CONTRACTOR shall correct all discrepancies within two weeks and notify the DISTRICT in writing of the same.

H. BI-MONTHLY REVIEW:

CONTRACTOR's Manager shall formally meet with DISTRICT designated personnel periodically to report on achievements, areas of concern, activities performed in compliance with the Contract and information of interest regarding news and changes in the school transportation industry. CONTRACTOR shall make such special reports, studies, and surveys regarding student transportation as are reasonably necessary to or requested by the DISTRICT.

I. MONTHLY SUMMARY REPORT:

The CONTRACTOR shall supply the DISTRICT with a monthly summary report. The report will include, but not necessarily be limited to:

- (1) The number of open routes
- (2) Current number of assigned drivers
- (3) Current number of substitute/cover drivers
- (4) Number of drivers in training and estimated completion date
- (5) The number of accidents
- (6) The number of vehicle breakdowns
- (7) How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- (8) Late buses, indicating what school, route, date, time, and reason
- (9) Bus capacity and estimated daily ridership by route, AM, Mid-day, and PM.

J. DISTRICT MEETINGS:

Contractor's on-site Manager shall be available for attendance at DISTRICT meetings and school board meetings as needed and requested by the DISTRICT.

K. ANNUAL PRESENTATION:

CONTRACTOR shall be available to make a presentation annually to DISTRICT designated personnel and/or the DISTRICT Board of Directors summarizing the prior years activities, latest developments within the field of student transportation, the Contractor's company, other items of interest to the DISTRICT and plans for the year ahead. The DISTRICT will attempt to provide a minimum of 30 days' notice to the CONTRACTOR of such presentations.

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L. MONTHLY BILLING:

Accompanying the monthly billing, the CONTRACTOR will provide the DISTRICT with a computer spreadsheet file in Microsoft Excel of the billing work up. The details will be defined by the DISTRICT.

8. COOPERATION

Student transportation has great visibility in the community and plays a key part in the DISTRICT's relationship with the community and the community's perceptions of the DISTRICT. It is crucial to the maintenance of a positive and cooperative community environment, an essential ingredient to the DISTRICT'S achievement of its educational goals, that the CONTRACTOR becomes a positive and supportive partner in communicating and conveying true interest and concern to the public. This need is so important that it constitutes a major factor by which CONTRACTOR performance will be judged by the DISTRICT.

A. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS:

CONTRACTOR will be responsible for answering inquiries from the public regarding drivers and student problems, schedules and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the DISTRICT Transportation Manager or, in his/her absence or unavailability, to another appropriate Central Office administrator.

B. INQUIRIES ABOUT ROUTES AND BUS STOPS:

CONTRACTOR will be responsible, if requested by the DISTRICT, for answering inquiries from the public regarding routes, schedules and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the DISTRICT Transportation Manager or, in his/her absence or unavailability, to another appropriate Central Office administrator.

C. COURTESY AND PATIENCE:

The DISTRICT is dedicated to its community role as a customer service organization. DISTRICT patrons must find positive responsiveness in their contact with the CONTRACTOR and all its personnel.

D. STAFF/DRIVER MEETINGS:

Joint meetings for training and open exchange between DISTRICT staff and Drivers will be held annually at a minimum. It is mandatory

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that all CONTRACTOR drivers and staff attend these meetings unless excused by the DISTRICT. The CONTRACTOR and its drivers shall work in support of DISTRICT policies and strategies regarding interaction with students and handling of behavioral problems. It is essential that the DISTRICT and the CONTRACTOR establish open and constructive communications. This important relationship will also be a major factor in the DISTRICT's evaluation of CONTRACTOR performance.

9. SAFETY PROGRAM

The critical aspect of any student transportation program is the safety of the students. The DISTRICT expects a superior quality fleet, including accountability of drivers for the safe operation of their vehicles, communication with the terminal, high quality maintenance of buses, and support of DISTRICT policy regarding rider behavior and behavioral problems.

- A.** CONTRACTOR shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes, but is not limited to, a regularly scheduled safety meeting for contractor's personnel. It shall also include a school bus safety and training program for students.
- B.** The CONTRACTOR will develop and maintain, with DISTRICT approval, a written emergency crisis plans that addresses transportation emergencies in conjunction with the DISTRICT's Emergency Plan. The CONTRACTOR will instruct all its employees of the content of both the CONTRACTOR and the DISTRICT's emergency plans. This plan shall be submitted to the DISTRICT and requires DISTRICT approval prior to implementation.
- C.** CONTRACTOR shall be available to make a bus safety presentation to classes of students in grades K-8 within the DISTRICT as advised and directed by the DISTRICT. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

10. INCLEMENT WEATHER

The CONTRACTOR shall operate during inclement weather conditions unless routes are canceled by the DISTRICT. CONTRACTOR shall provide

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in a timely manner for appropriate equipment (chains and snow tires), trained personnel, and shall implement DISTRICT defined alternate routes as necessary to operate under such conditions. The DISTRICT shall have the sole responsibility of altering bus routes to snow routes or canceling bus service for that day. To ensure that the district is able to make a sound decision pertaining to the cancellation or alteration of bus routes the CONTRACTOR is required to travel and inspect all designated roads during inclement weather and consult with the DISTRICT and/or designated Administrator regarding road conditions prior to 6:00 AM. Should bus services be required, CONTRACTOR agrees that it will abide by the decision of the DISTRICT and will operate the routes as normally as possible. During the fall of each year, CONTRACTOR shall meet with the DISTRICT to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

11. STUDENT BUS CONDUCT

A. DRIVER TRAINING AND CONSISTENCY:

The DISTRICT pursues diligently the consistent handling of student behavior issues so that our students know what to expect. It is important that our bus drivers also work for consistent treatment and expectations of students for us to jointly maintain sound DISTRICT wide codes of conduct. The DISTRICT shall share DISTRICT procedures and policies and the CONTRACTOR will develop and share their procedures relative to student conduct and shall provide adequate training to its drivers in these standards. The CONTRACTOR shall maintain a continuing program to assure and promote driver adherence to DISTRICT procedures and standards.

B. BEHAVIOR PROBLEMS:

CONTRACTOR shall follow DISTRICT procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the DISTRICT policy.

C. COMMUNICATIONS:

- (1) In addition to, and as an important supplement to other forms of communication between CONTRACTOR and the DISTRICT, Contractor's drivers and DISTRICT's principals shall establish direct communications to assure the timeliest awareness of and solution to problems.

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- (2) CONTRACTOR shall be responsible for answering all calls related to drivers and student problems. CONTRACTOR is expected to work with building staff in individual school buildings in resolution of problems with students. DISTRICT will be available for calls that cannot be satisfactorily resolved by the contractor.

12. DISTRICT PERSONNEL DRIVERS

- A.** In certain circumstances the DISTRICT may desire its staff to operate type 10, type 20, or type 21 vehicles to transport students. The CONTRACTOR shall allow qualified DISTRICT personnel to drive such contractor vehicles for field trips, excursions, school projects, activities, sports, and other DISTRICT approved activities. In such cases, no driver charge will be made by CONTRACTOR to DISTRICT. DISTRICT personnel assigned to drive contractor vehicles shall meet all CONTRACTOR approval. DISTRICT will ensure for negligent acts of district drivers and vehicle damage while operated by DISTRICT qualified drivers under the DISTRICT'S hired vehicles policy. CONTRACTOR shall be responsible for vehicle fuel cost.
- B.** CONTRACTOR agrees, by separate fee to DISTRICT, to provide the following service for approved DISTRICT staff who desire to operate type 10, 20 or 21 vehicles:
- (1) CONTRACTOR shall provide the necessary classroom instruction to qualify DISTRICT personnel to legally operate such vehicles.
- (2) CONTRACTOR must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
- (3) CONTRACTOR shall be obligated to notify the Department of Education as to those qualified to drive such vehicles as well as initiate drivers' records checks and maintain a current and accurate list of qualified drivers.

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**SECTION III
COSTS**

1. COST/FEE STRUCTURE:

CONTRACTOR will bill DISTRICT based upon the following separate identifiable fees:

A. FIXED COSTS FEE:

- (1) Included Costs: This category of cost is intended to pick up the balance of fixed costs for the full year, based on the current level of transportation service represented by this Contract, and so that rate-based fees do not contain a fixed cost component. Examples of intended fixed cost include, but are not limited to; facilities, insurance, management/office staffing, routing software, mechanic staffing and equipment, service vehicle, miscellaneous operating expenses, etc.
- (2) Spare Vehicles: The fixed cost associated with providing spare vehicles as required by this Contract are included in this cost category.
- (3) Other Vehicles: It is not the intent of the contract that the fixed costs associated with other student transportation vehicles be included in this "Fixed Cost Fee" category.
- (4) Fixed Costs Fee is identified in Addendum A, attached, and will be divided and billed evenly over a 12-month period.

B. RATE BASED FEES COST EFFICIENCIES:

- (1) Included Costs: This category is intended to pick up the costs associated with home-to-school routes, special education routes, activity trips and other miscellaneous transportation of students. Examples include rate-based costs including driver wages and benefits, bus and bus equipment depreciation of costs and supplies associated with vehicle maintenance. Rate Based Fee costs should exclude fixed costs defined above.
- (2) Rates may be established as daily, hourly or combination thereof for activity where students are transported.
- (3) Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
- (4) CONTRACTOR will also provide individual fee rates for training

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district staff as previously specified in this document.

- (5) Overnight Charges: The CONTRACTOR will be allowed to charge an overnight charge for a DISTRICT trip that requires an overnight stay. The overnight charge shall be defined in Addendum A. Should the DISTRICT arrange for the overnight lodging for the CONTRACTOR'S driver and pay for it, there will be no charge by the CONTRACTOR.
- (6) Type 10/20 Activity Trips:
 - (a) If the DISTRICT provides the driver, the charges for the activity trip will be in accordance with Addendum A – mileage charges only.
 - (b) All charges to the DISTRICT for mileage for travel time shall start when bus departs transportation facility and end when bus reaches transportation facility on return.

2. FUEL COSTS

A. GENERAL: Fuel costs are to be the responsibility of the DISTRICT.

- (1) Purchase of Fuel: The CONTRACTOR shall purchase, pay for, and dispense all fuel required. The CONTRACTOR shall obtain competitive quotes on all fuel purchased.
- (2) The CONTRACTOR shall invoice the DISTRICT in duplicate for actual cost of fuel delivered to the site, if applicable.
- (3) The CONTRACTOR shall have available on file the following documentation with the invoice. These are to be available to the DISTRICT to view or to receive full copies.
 - (a) Fuel Tickets: Individual fuel tickets for each fueling that include at least Vehicle number, Odometer Reading of Vehicle, Date, Type of Fuel Dispensed, Amount of Fuel Dispensed, and Signature of Driver. This may be substituted if there is a computerized system that reports the same information for each and every fueling in an itemized format.
 - (b) A monthly report that clearly indicates and itemizes per vehicle the amount of fuel used, the number of miles

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traveled, and the average miles per gallon for the month.

3. COMPENSATION:

The CONTRACTOR will bill the DISTRICT and be paid monthly. Billing is due to the DISTRICT by the 10th of each month for the prior month. Payment will be made by the last Friday of the current month.

4. OTHER PRICING NOTES

A. CPI

- (1) All costs other than driver costs will be adjusted on July 1 at the start of each new Contract year using the average annual change in the November to November All Urban Wage Earners & Clerical Workers, US City Average Consumer Price Index as follows:

- Year 1 (2022/2023) will have a set 10% increase, with year 2-5 reverting to a standard CPI increase.
- If the average change for the November-to-November CPI is greater than 5% then the adjustment shall equal 5% plus one-half of the amount greater than 5%. If the CPI change is 5% or less, the adjustment shall equal the CPI change.

B. SCHOOL DAY OR ROUTE CANCELLATIONS:

Regular Home-to-School payments will be reduced by 1/2 the cost of the canceled route(s) shown in the Home-to-School Rate Table. In addition, the DISTRICT will be billed for any minimum payments CONTRACTOR must pay drivers as a result of DISTRICT giving CONTRACTOR less than 2 hours' notice of cancellation. In the case of inclement weather where CONTRACTOR is working with DISTRICT in making decision to close school, this notification timeline will be waived. Note that there are 176 regularly scheduled school days requiring student transportation.

C. OTHER TEMPORARY ROUTE CHANGES:

For temporary route changes to the Regular Home-to-School, the Regular Home-to-School payments will be altered up or down for the temporary service according to the rate sheets in effect at the time.

- D. VANDALISM COST:** All cost that occurs as a result of vandalism is the sole expense of the Contractor.

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- E. MONTHLY BILLING:** In addition to the monthly billing the CONTRACTOR will submit to the DISTRICT an electronic file of all billing support information. The content and format will be determined by the DISTRICT.
- F. COST EFFICIENCIES:** DISTRICT and CONTRACTOR shall meet from time to time during the life of the Contract to discuss creative, effective, and efficiencies in operations. Any proposed changes resulting from these meetings will require prior DISTRICT written approval.

IN WITNESS WHEREOF, said Contractor has set his hand and seal and the School District has caused these presents to be executed by its proper officers, this, the day, and year first above written.

Mid Columbia Bus Company, Inc.
PO Box 1108
Pendleton, OR 97801

Yamhill-Carlton School District
120 N Larch Pl
Yamhill, OR 97148

Brian Shuldberg
Region Vice President

Clint Raever
Superintendent

Date:

Date:

YAMHILL-CARLTON SCHOOL DISTRICT

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2022/2023 SCHOOL YEAR

Fixed Cost:

Annual Fee: \$ 336,127.19
Monthly Fee: \$ 28,010.60

Home-to-School:

Base Daily Rate (3 hour minimum)	\$ 195.26
Excess Hourly Rate (over 3 hours)	\$ 24.27

Special Needs:

Base Daily Rate (3 hour minimum)	\$ 191.26
Excess Hourly Rate (over 3 hours)	\$ 23.78

Kindergarten Route:

Rate per mile	\$ 1.46
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Activities:

SCHOOL BUS

Rate per mile	\$ 2.00
Overnight Charge (Meal/Motels)	\$ 144.31

TYPE 10 / 20

Rate per Mile (District Staff Driver)	\$ 0.85
Rate per Mile (Midco Driver)	\$ 1.52

District Driver Training Fee:

Per Person Trained	\$ 50.52
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