



Philomath School District 17J

Regular Board Meeting May 21, 2026

Date and Time

Thursday May 21, 2026 at 7:00 PM PDT

Location

Philomath High School Community Conference Room

Agenda

	Time
I. Opening Items	7:00 PM
A. Call the Meeting to Order	
B. Open Session	5 m
1. Pledge of Allegiance	
2. Approval of Consent Agenda	
3. Request for Agenda Modifications	
4. Public Comment: To comment, please arrive before the meeting begins and complete a green "Request Card", and turn it into the Board Secretary prior to the meeting. Please email michele.mcrae@philomath.k12.or.us by 3:00 pm on the day of the meeting to submit a comment via email.	
II. Reports	7:05 PM

	Time
A. Student Government Report	5 m
B. Student Representative to the Board Report	
C. Association Reports	5 m
• PEA	
• OSEA	
D. Superintendent's Report	10 m
E. Financial Report	5 m
• Financial Report	
• Approve Resolution # 2526-01	
F. Facilities Report	15 m
G. Annual Nurses Report	
H. School Board Liaison Check-In	5 m
III. Discussion Items	7:50 PM
A. 2025-2026 District Objectives	30 m
• Literacy Actions	
• Connecting Students with an Adult Foundations	
B. Superintendent's Evaluation	5 m
Emergency Response - Safety (including ICE)	
C. Student Representative to the Board	5 m
D. Graduation Updates	5 m
IV. Action Items	8:35 PM
A. Approve 2027-2028 School Year Calendar	5 m
B. Second Reading Policies	5 m

Time

- EEACC: Student Conduct on School Buses
- EEACC-AR: Discipline Procedures for District-Approved Student Transportation

C. Transportation Contract 5 m

V. Closing Items 8:50 PM

A. Board Recognition 10 m

B. Next Meeting Agenda Items 3 m

- District Objectives
- Adopt 26-27 Budget
-

C. Board Thanks 5 m

D. Board Requests

E. Adjourn Meeting

Coversheet

Open Session

Section: I. Opening Items
Item: B. Open Session
Purpose:
Submitted by:
Related Material: Consent Agenda May 21, 2026.pdf
Regular Board Meeting Minutes April 16, 2026.pdf

Philomath School District 17J

CONSENT AGENDA

May 21, 2026

Updated: 5/19/26 8:13 AM

A. Minutes:

1. April 16, 2026 Regular Board Meeting Minutes

B. Out of State Travel: None

C. Unpaid Leave of Absence Request:

1. Beth Edgemon, PA Counselor 0.2 FTE Unpaid Leave for the 26-27 and 27-28 School Years
2. Karri McGovern Unpaid Leave for the remainder of the 25-26 School Year

D. Personnel/Staffing Adjustments:

1. Retirements: None

2. Resignations:

- a. Leslie Adams PHS College & Career Specialist – Effective 6/12/26 – to move to HS Counselor
- b. Shelly Brown PHS Special Education Teacher
- c. Jamie Perkins Kitchen Manager
- d. Kate Blackwelder PMS Speech-Language Pathologist
- e. Kori Haley PHS Transition Specialist
- f. Hailey Van Essen CPS Music Teacher
- g. Emily Pivic PES Instructional Assistant

3. New Hires:

- a. Leslie Adams PHS Counselor
- b. Jana Wells PES Music Teacher
- c. Tiffany Wallace PHS Health/CTE Teacher
- d. Samuel Mueller PHS Math Teacher
- e. Audrey Hysell Special Education Teacher
- f. Derek Thompson Classified IA Pool

4. Staff Reassignments/Changes in FTE/Adjustments: Keri Bennett: Returning to work in her regular position early. Chris Gerding: Voluntarily ended her temporary contract as a substitute for Keri Bennett's classes.

5. Coaches: None

6. Extra Duty Assignments: None

REGULAR BOARD MEETING

Meeting Minutes

PHILOMATH SCHOOL DISTRICT 17J

Philomath High School Community Conference Room

2054 Applegate Street, Philomath

4/16/2026 07:00 PM

I. REGULAR SESSION

- A. **Call to Order:** The Regular Session of the Philomath School District Board of Directors was called to order by Board Chair Tom Klipfel at 7:04 pm on March 12, 2026 at the Philomath High School Library located at 2054 Applegate Street. Those in attendance included Philomath School District Board of Directors Tom Klipfel, Erin McMullen, Sandi Hering, Ryan Cheeke and Erin Gudge; Superintendent Susan Halliday; Business Manager Jennifer Griffith; Executive Assistant Michele McRae; student representative to the Board Laney Thomas.
- B. **Open Session**
 1. **Pledge of Allegiance:** Director Hering led us in the Pledge of Allegiance.
 2. **Approval of Consent Agenda:** Director Hering moved to approve the Consent Agenda as presented. Director McMullen seconded the motion, and the Board approved it unanimously. Motion passed 5-0.
 3. **Request for Agenda Modifications:** Superintendent Halliday requested that the bus policies be removed from adoption tonight.
 4. **Public Comment:** No public comments tonight.

II. REPORTS

- A. **ASB report:** The high school student body representatives, Lucy, Wyatt and Abby, reported that they had a spring fling, and they had a lot of fun. They have a blood drive planned. Speeches for candidates of the 26-27 ASB president's position will take place this Monday. Other planned events are homegoing, talent show, field day, luau, and the Powdertuff Game.
- B. **Association Reports**
 1. **PEA:** Emily Helpenstell, the PEA Vice-President, reported that last Friday was a grading and conference day. PEA met for lunch to get together with members from the other buildings. They talked about the budget, the new evaluation rubric and the confusion around the scoring of the rubric.
 2. **OSEA:** No report tonight.
- C. **Superintendent's Report:** Superintendent Halliday honored the assistant principals for Assistant Principal's Week for everything that they do. She also honored school nurses week which coincides with Florence Nightingale's birthday. She praised teachers for all that they do. Teacher Appreciation Week begins May 4th.

The initial pool work is finished. The new filters are much more compact, so it will be easier for pool employees to change them.

The governor released an Executive Order today regarding student instructional minutes. Superintendent Halliday said that all of the guidance has not been released. The District is in compliance with required instructional minutes.

Progress is going well with OSEA bargaining.

Philomath 2050 Visioning has asked for dates for working with the Steering Committee. She reported on summer learning opportunities.

Clemens had their kinder orientation online last night, and Blodgett had theirs, as well.

The tech team went to a cybersecurity summit, and they focused on specific issues.

- D. **Financial Report:** The financial reports were included in the Board packet, and Jennifer Griffith, the District's Business Manager, reported that she's busy working on the budget and getting ready to get together with the budget committee. She said that the 2024-2025 State School Fund reconciliation will be affecting our May State School Fund payment. The 2024-25 reconciliation will cause an approximate \$400,000 reduction in the May State School Fund payment. This reduction is more than expected due to an increase in the statewide transportation expenses that factor into the State School Fund reconciliation.
- E. **School Board Liaison Check-In:** Director Gudge reported that she was invited to a CTE meeting at the high school. Director Cheeke said that they're hoping to have a ribbon cutting for the new playground before school is out for the year.

III. DISCUSSION ITEMS

A. 2025-2026 District Objectives

- a. The Board and Administration continue to work on the Overall Structure of the Strategic Plan.
 - b. Superintendent Halliday reported on student attendance rates. Vice principals shared actionable events at their schools to improve attendance. Vice Principals Deedee Collins, Jamon Elingson and Mike McDonough, have been working together on ways to increase student attendance. They have been looking at root causes. One of the action items that has been put into place is that Mrs. Couture has called students at home. The elementary school has been using monthly incentive rewards. The secondary levels are teaching students about good attendance, looking at root causes, conducting home visits, having family meetings and tracking intervention effectiveness.
 - c. Superintendent Halliday presented data on Literacy Foundations. She looked at state assessment scores and compared past scores amongst the same group of students. Director Klipfel requested that this topic be discussed again at the May Board Meeting along with Connecting Students with an Adult.
- B. **Safety Procedures: Emergency Responses:** Superintendent Halliday reported that the safety procedures have been moving forward. They have been shared with PEA. Enrollment processes have been reviewed to make sure they align with the Safety Procedures.
 - C. **Student Representative to the Board:** Laney Thomas reported that they released a student survey, and bullying was reported by students. She suggested bringing awareness to the issue. Students also would like more diverse electives. Kelsey Greydanus invited Laney to the District Equity Committee meetings to share her findings. Superintendent Haliday said that

next month, the Board should look at the process for choosing their Student Representative to the Board. She said that she will reach out to administration and ASB to begin the process for next year.

IV. ACTION ITEMS

- A. Approve the 2027-2028 School Calendar:** Superintendent Halliday said that the 2027-2028 draft calendar is in the Board packet. The Board suggested removing the half day after Veteran’s Day, and adding it to another half day to make a full day. The calendar will be brought back next month for approval.
- B. Policies:** Director Klipfel pointed out that on the transportation policies, the right to appeal needs to be moved, and the referral form needs to be updated.

V. CLOSING ITEMS

- A. Board Recognition:** Director Gudge wanted to recognize teachers, nurses and assistant principals for all of their hard work. She also thanked regular meeting attendees. Director Klipfel praised the good work on the pool.
- B. Next Meeting Agenda Items:** District Objectives, Student Representative to the Board process, Student Representative to the Board Report, Transportation Contract, Student Services Report, Superintendent’s Evaluation, Facilities Report, Transportation Policies, 27-28 Calendar, Instructional Minutes, Safety Procedures,
- C. Board Thanks:** Director Hering thanked everyone in the District for all of the work that they do in the various committees. Director Klipfel thanked the whole Board for having respect for everyone and working well together.
- D. Board Requests:** None
- E. Adjournment:** Board Chair Tom Klipfel adjourned the meeting at 8:44 pm.

Board Chair

Superintendent

Date

Coversheet

Financial Report

Section: II. Reports
Item: E. Financial Report
Purpose: Vote
Submitted by:
Related Material: Financial board report 5.26.pdf
Cash Flow 5.11.26.pdf
PES ASB Student Activities Report 5.5.26.pdf
PMS ASB Student Activities Report 5.5.26.pdf
PHS ASB Student Activities Report 5.5.26.pdf
Appropriations 5.15.26.pdf
Enrollment 5.12.26.pdf
Draft Resolution 2526-01 Transfer appropriations.pdf



Philomath School District 17J

Benton County School District No. 17J, 1620 Applegate Street, Philomath, OR 97370 (541) 929-3169

May 21, 2026

Board Members:

Apologies that I will not attend the May Board meeting, Senior year of baseball season takes a front seat this year!

Thank you to those that attended the Budget Committee meeting on May 5, and for approving the Proposed Budget. The committee decided to cancel the 2nd Budget Committee meeting. We will have the Approved Budget ready for adoption at the June Board meeting with no changes from the Proposed Budget.

As you can see from the enrollment report included in the board packet, we are currently at 1599 full-time students. We are still very close to our estimated enrollment reported to ODE for our State School Fund calculations.

The contract for transportation services with First Student beginning July 1, 2026 is included in the Board Packet for Board review. First Student is working through the transition plan, getting their new facility secured, new buses are scheduled to arrive this summer and they will be ready to start service as planned on July 1st.

Resolution 2526-01 is included in the packet. Expenditures in the Support Services (2000) category are projected to exceed the adopted appropriations. This resolution transfers appropriations between the other appropriation categories within the General Fund. This resolution does not add any additional funds or appropriations to the overall General Fund. Unfortunately, we will need to dip in to our Contingency appropriation to balance appropriations for the year based on projected expenditures as we close out the year. The Support Services (2000) function appropriation holds services such as Maintenance/Facilities, District support services, Technology, Administration, and Transportation. We have seen increased costs in all of these areas this year, most specifically in Transportation (like increased routes and higher fuel costs) and Maintenance/Facilities (HVAC system repairs, custodial supplies, utilities). The good news is that our General Fund total revenue is right on track with budgeted amounts.

Included in the board packet are the following financial reports:

- Enrollment
- Appropriations
- ASB Student Activities reports
- Cash Flow report

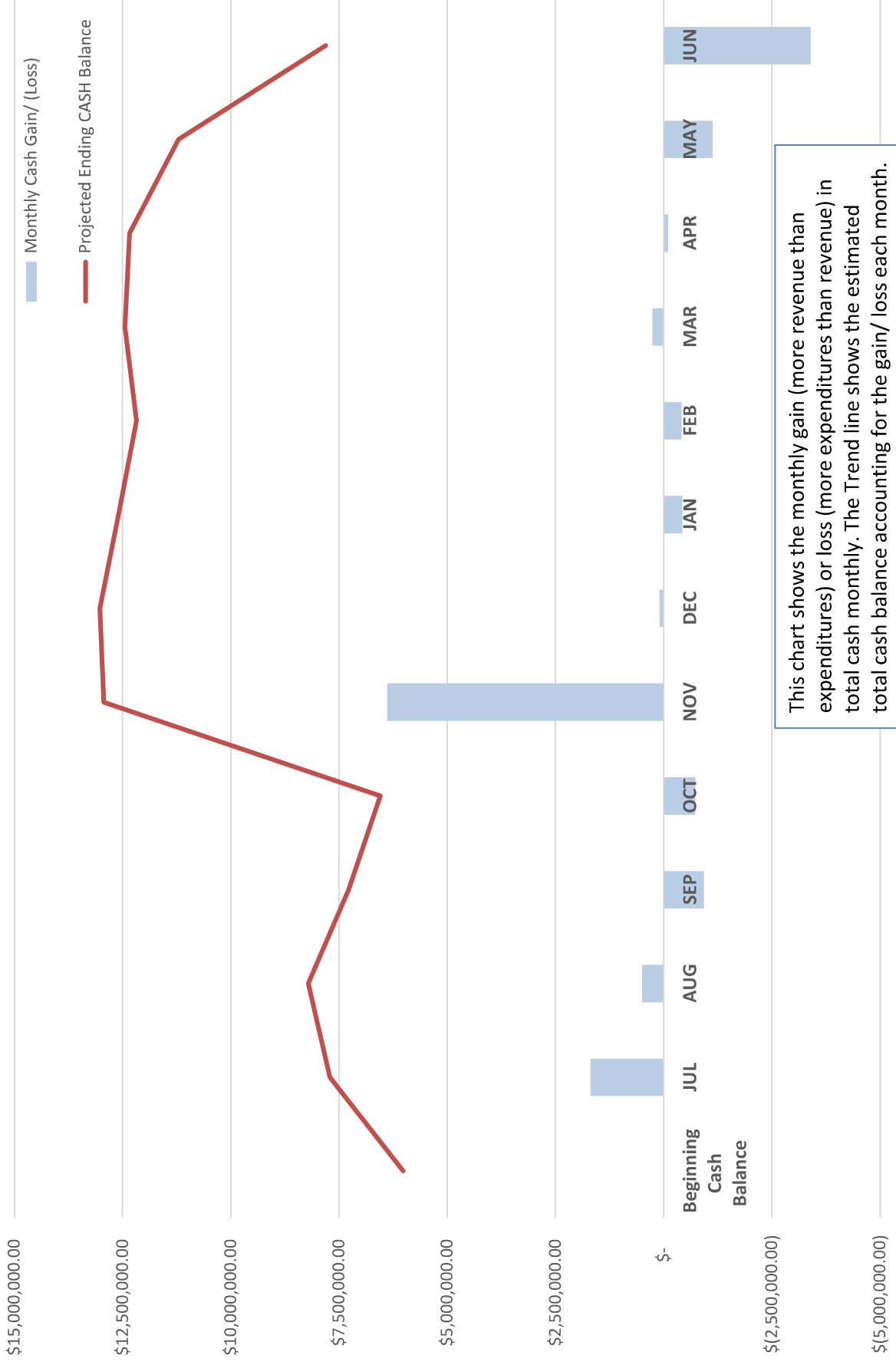
April 2026 General Fund Expenditures totaled \$2,248,637. Expenditures that exceeded \$25,000 from all fund sources are as follows:

- | | | |
|----------------------------------|------------|------------------------------------|
| • Corvallis School District | \$ 32,895 | (March Food Service Expense) |
| • Mid-Columbia Bus Company | \$ 92,624 | (March Transportation Services) |
| • Mid-Columbia Bus Company | \$ 102,014 | (February Transportation Services) |
| • Oregon Educators Benefit Board | \$ 217,274 | (April Insurance premiums OEBC) |
| • PERS | \$ 316,700 | (March PERS payments) |
| • Kings Valley Charter School | \$ 256,522 | (April SSF payment to KVCS) |

Respectfully Submitted,
Jennifer Griffith
Business Manager

2025-2026 Philomath SD - Monthly Cash Gain/Loss

(Trend line Estimates Ending Cash Balance)



This chart shows the monthly gain (more revenue than expenditures) or loss (more expenditures than revenue) in total cash monthly. The Trend line shows the estimated total cash balance accounting for the gain/ loss each month.

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 To: 6/30/2026

Print Detail

Exclude Encumbrances

Reverse Signs

Page Break by Activity

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
284,0000.9701.097.797.810 PSD Food Pack Program	2,354.12	12,557.15	(6,979.02)	7,932.25	.00	7,932.25
284,0000.9701.097.797.812 PES Blodgett	3,555.91	1,905.15	(663.77)	4,797.29	.00	4,797.29
284,0000.9701.097.797.815 CPS Donations	109.49	8,308.68	(6,274.06)	2,144.11	.00	2,144.11
284,0000.9701.097.797.816 PES Grants	2,475.01	6,950.00	(4,447.96)	4,977.05	(548.99)	4,428.06
284,0000.9701.097.797.825 PES Playground Donations Fund Balance	.00	11,847.36	(153.16)	11,694.20	.00	11,694.20
284,0000.9701.097.797.826 PES Field Trips	.00	10.00	.00	10.00	.00	10.00
284,0000.9701.097.797.827 PES Library	507.69	.00	.00	507.69	.00	507.69
284,0000.9701.097.797.828 PES Donations-Unrestricted	668.91	13,504.42	(9,092.30)	5,081.03	.00	5,081.03
284,0000.9701.097.797.830 PES Music	1,924.74	1,612.87	(2,703.64)	833.97	.00	833.97
284,0000.9701.097.797.834 Falcon Swag Fund Balance	902.59	1,193.50	(1,893.20)	202.89	.00	202.89
284,0000.9701.097.797.842 PES Social Committee	957.75	1,105.44	(809.38)	1,253.81	.00	1,253.81
284,0000.9701.097.797.846 PES Yearbook	4,253.49	2,530.00	(239.00)	6,544.49	.00	6,544.49
284,0000.9701.097.797.847 PES Students in Need	26.42	.00	.00	26.42	.00	26.42
284,0000.9701.097.797.849 CPS Students in Need	20.20	.00	.00	20.20	.00	20.20
284,0000.9701.097.797.850 PES School Supplies	.00	.00	.00	.00	.00	.00
284,0000.9701.097.797.851 CPS Cub Swag Fund Balance	.00	.00	.00	.00	.00	.00
GRAND TOTALS	17,756.32	61,524.57	(33,255.49)	46,025.40	(548.99)	45,476.41

End of Report

Benton County School District 17J

Student Activities Summary Report

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Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
285.0000.9701.098.798.500 PMS Apparel	455.60	.00	(455.60)	.00	.00	.00
285.0000.9701.098.798.501 PMS Art	1,713.65	300.00	(370.02)	1,643.63	.00	1,643.63
285.0000.9701.098.798.502 PMS Athletics	3,532.78	1,219.80	(519.83)	4,232.75	.00	4,232.75
285.0000.9701.098.798.503 PMS Band	1,215.95	4,245.00	(1,846.80)	3,614.15	.00	3,614.15
285.0000.9701.098.798.504 PMS Band Repair/Replace	379.76	105.00	(484.75)	.01	.00	.01
285.0000.9701.098.798.506 PMS Choir Beginning Balance	466.80	2,022.89	(204.00)	2,285.69	.00	2,285.69
285.0000.9701.098.798.507 PMS Donations	.00	26,520.00	(25,112.00)	1,408.00	.00	1,408.00
285.0000.9701.098.798.508 PMS Drama	17,977.15	7,457.89	(7,842.15)	17,592.89	(875.00)	16,717.89
285.0000.9701.098.798.510 PMS Library	129.47	.00	.00	129.47	.00	129.47
285.0000.9701.098.798.511 PMS Life Skills	612.11	.00	.00	612.11	.00	612.11
285.0000.9701.098.798.512 PMS Lock Replacement	1,710.17	.00	.00	1,710.17	.00	1,710.17
285.0000.9701.098.798.515 PMS Outdoor School	17,079.91	.00	.00	17,079.91	.00	17,079.91
285.0000.9701.098.798.516 PMS Sports/Pay-to-Play	25.00	.00	.00	25.00	.00	25.00
285.0000.9701.098.798.519 PMS School Enhancement	137.13	761.33	(13.00)	885.46	.00	885.46
285.0000.9701.098.798.520 PMS Science	12.14	500.00	.00	512.14	.00	512.14
285.0000.9701.098.798.521 PMS Shop	1,177.80	2,235.00	(2,358.34)	1,054.46	.00	1,054.46
285.0000.9701.098.798.522 PMS Struxness - Helping Families	1,528.99	400.00	(400.00)	1,528.99	.00	1,528.99
285.0000.9701.098.798.523 PMS Student Body Fees	476.80	7,650.00	(5,332.27)	2,794.53	.00	2,794.53
285.0000.9701.098.798.524 PMS Suspension Account	755.19	444.85	(444.85)	755.19	.00	755.19
285.0000.9701.098.798.525 PMS Technology	877.35	.00	.00	877.35	.00	877.35
285.0000.9701.098.798.527 PMS Textbook Damage/Replacement	221.77	.00	.00	221.77	.00	221.77
285.0000.9701.098.798.529 PMS Student Wellness	585.90	4,100.00	(3,800.00)	885.90	.00	885.90

Benton County School District 17J

Student Activities Summary Report

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From: 7/1/2025 To: 6/30/2026

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Reverse Signs

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Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Range Balance	Encumbrances	Available Balance
285.0000.9701.098.798.530 PMS Oregon Research Institute	(12.23)	.00	.00	(12.23)	.00	(12.23)
285.0000.9701.098.798.531 PMS Trip Club	225.08	.00	.00	225.08	.00	225.08
285.0000.9701.098.798.532 PMS Health/PE	1,404.05	.00	.00	1,404.05	.00	1,404.05
285.0000.9701.098.798.533 PMS Elective Rotation fee	.00	.00	.00	.00	.00	.00
285.0000.9701.098.798.534 PMS Battle of the Books	555.76	300.00	(38.38)	817.38	.00	817.38
285.0000.9701.098.798.535 PMS School Supplies	10.00	.00	.00	10.00	.00	10.00
285.0000.9701.098.798.536 PMS Turkey Bingo	.00	1,650.00	(950.00)	700.00	.00	700.00
285.0000.9701.098.798.537 PMS Fitness	(28.10)	.00	.00	(28.10)	.00	(28.10)
285.0000.9701.098.798.538 PMS Engineering	(55.66)	1,206.43	(929.57)	221.20	.00	221.20
285.0000.9701.098.798.539 MS Robotics PHRED FLL Fund Balance	.00	3,680.52	(1,699.78)	1,980.74	.00	1,980.74
285.0000.9701.098.798.685 PMS Lost or Damaged Technology	.00	.00	.00	.00	.00	.00
GRAND TOTALS	53,170.32	64,798.71	(52,801.34)	65,167.69	(875.00)	64,292.69

End of Report

Benton County School District 17J

Student Activities Summary Report

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Page Break by Activity

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.000 Student Activities	(217.41)	.00	217.41	.00	.00	.00
286.0000.9701.099.799.600 PHS Over/Short	149.09	.00	(149.09)	.00	.00	.00
286.0000.9701.099.799.604 PHS Art	1,589.69	2,370.53	(3,083.20)	877.02	(500.00)	377.02
286.0000.9701.099.799.605 PHS Art Club Beginning Fund Balance	464.23	25.00	(77.81)	411.42	.00	411.42
286.0000.9701.099.799.606 PHS ASB	3,999.41	7,526.53	(5,325.89)	6,200.05	(3,050.00)	3,150.05
286.0000.9701.099.799.607 PHS Athletic Officials	7,501.00	34,989.97	(19,410.49)	23,080.48	.00	23,080.48
286.0000.9701.099.799.611 PHS Athletics	18,456.06	13,191.67	(10,486.09)	21,161.64	(1,115.00)	20,046.64
286.0000.9701.099.799.613 PHS Baseball	8,974.79	17,228.58	(19,639.56)	6,563.81	(5,175.04)	1,388.77
286.0000.9701.099.799.616 PHS Botany	2,798.50	.00	(1,063.90)	1,734.60	.00	1,734.60
286.0000.9701.099.799.617 PHS Boys Basketball	12,665.52	15,738.40	(8,649.89)	19,754.03	(4,400.00)	15,354.03
286.0000.9701.099.799.618 PHS Cheerleading	20,055.88	25,686.37	(26,080.65)	19,661.60	(8,786.77)	10,874.83
286.0000.9701.099.799.620 PHS Community Service Club-G, Lake	455.06	.00	.00	455.06	.00	455.06
286.0000.9701.099.799.621 PHS Cross Country	12,603.62	6,856.80	(3,998.58)	15,461.84	.00	15,461.84
286.0000.9701.099.799.622 PHS Dance Team	8,517.48	10,131.40	(6,608.31)	12,040.57	.00	12,040.57
286.0000.9701.099.799.625 PHS Donation	1,693.01	747.00	.00	2,440.01	.00	2,440.01
286.0000.9701.099.799.627 PHS Driver Education	3,500.00	13,650.00	(17,475.00)	(325.00)	.00	(325.00)
286.0000.9701.099.799.629 PHS Drama Club Beginning Fund Balance	4,332.12	.00	.00	4,332.12	.00	4,332.12
286.0000.9701.099.799.633 PHS Robotics Fund Balance	13,443.79	16,824.00	(21,727.76)	8,540.03	(735.60)	7,804.43
286.0000.9701.099.799.635 PHS Foods	3,310.80	2,270.00	(818.97)	4,761.83	.00	4,761.83
286.0000.9701.099.799.636 PHS Football	15,098.86	16,461.52	(10,414.78)	21,145.60	(5,063.40)	16,082.20
286.0000.9701.099.799.637 PHS Forestry	7,754.12	6,625.00	(2,172.93)	12,206.19	.00	12,206.19

Benton County School District 17J

Student Activities Summary Report

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From: 7/1/2025 To: 6/30/2026

Print Detail

Page Break by Activity

Exclude Encumbrances Reverse Signs Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.638 PHS GED	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.639 PHS German Class	726.19	.00	(3,328.80)	(2,602.61)	(500.00)	(3,102.61)
286.0000.9701.099.799.640 PHS Girls Basketball	21,814.77	13,997.05	(16,273.03)	19,538.79	(3,850.00)	15,688.79
286.0000.9701.099.799.641 PHS Health Occ/Anatomy	1,085.92	1,020.00	(1,112.02)	993.90	.00	993.90
286.0000.9701.099.799.642 PHS Green Team	289.83	.00	.00	289.83	.00	289.83
286.0000.9701.099.799.643 PHS Racial Equity/Culture Club	67.67	60.00	(114.49)	13.18	.00	13.18
286.0000.9701.099.799.644 PHS Unified Basketball	5,468.18	1,337.79	(3,530.61)	3,275.36	.00	3,275.36
286.0000.9701.099.799.645 PHS Library	(105.01)	.00	149.09	44.08	.00	44.08
286.0000.9701.099.799.646 PHS Lifeguard	210.00	.00	.00	210.00	.00	210.00
286.0000.9701.099.799.647 PHS Link Crew	215.54	.00	.00	215.54	.00	215.54
286.0000.9701.099.799.648 PHS Life Skills	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.649 PHS Manufacturing Technology	9,244.03	3,235.00	(5,548.72)	6,930.31	(1,468.27)	5,462.04
286.0000.9701.099.799.652 PHS Misc Books	130.78	36.00	.00	166.78	.00	166.78
286.0000.9701.099.799.653 PHS Music Band	9,378.47	2,000.00	(3,024.20)	8,354.27	(511.12)	7,843.15
286.0000.9701.099.799.654 PHS Music Choir	120.07	.00	.00	120.07	.00	120.07
286.0000.9701.099.799.655 PHS Music Tour	7,104.61	.00	.00	7,104.61	(2,760.20)	4,344.41
286.0000.9701.099.799.656 PHS National Honor Society	2,481.37	180.00	.00	2,661.37	.00	2,661.37
286.0000.9701.099.799.657 PHS OWC Athletics Account	6,363.12	8,220.02	(12,023.72)	2,559.42	.00	2,559.42
286.0000.9701.099.799.658 PHS OWC Activities Account	3,537.50	6,000.00	(3,737.50)	5,800.00	.00	5,800.00
286.0000.9701.099.799.659 PHS Parking/Student Safety	1,825.00	2,122.00	(2,679.77)	1,267.23	.00	1,267.23
286.0000.9701.099.799.660 PHS PE Fees	355.60	.00	.00	355.60	.00	355.60

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 To: 6/30/2026

Print Detail

Page Break by Activity

Exclude Encumbrances Reverse Signs Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.661 PHS Peer Counseling	195.74	.00	.00	195.74	.00	195.74
286.0000.9701.099.799.664 PHS PHS Pay to Play	8,250.00	22,400.00	(30,600.00)	50.00	.00	50.00
286.0000.9701.099.799.665 PHS Preschool	2,534.01	3,980.00	(4,350.02)	2,163.99	.00	2,163.99
286.0000.9701.099.799.666 PHS Prom	9,428.14	1,737.61	(2,573.00)	8,592.75	(1,949.00)	6,643.75
286.0000.9701.099.799.668 PHS Boys Golf fund Balance	4,236.48	2,720.00	(2,346.41)	4,610.07	(1,519.77)	3,090.30
286.0000.9701.099.799.669 PHS Girls Golf Fund Balance	.00	.00	2,068.26	2,068.26	.00	2,068.26
286.0000.9701.099.799.670 PHS Scholarship	700.77	.00	.00	700.77	.00	700.77
286.0000.9701.099.799.674 PHS School Enhancement	6,376.81	142.70	(954.86)	5,564.65	.00	5,564.65
286.0000.9701.099.799.675 PHS School of Business	809.37	.00	(452.61)	356.76	.00	356.76
286.0000.9701.099.799.676 PHS Science	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.678 PHS Soccer Boys	3,843.60	3,241.00	(163.76)	6,920.84	.00	6,920.84
286.0000.9701.099.799.679 PHS Soccer Girls	866.91	6,851.95	(6,213.02)	1,505.84	.00	1,505.84
286.0000.9701.099.799.680 PHS Softball	3,245.27	7,445.00	(7,049.09)	3,641.18	(1,248.75)	2,392.43
286.0000.9701.099.799.681 PHS Spanish Class	995.50	.00	(623.09)	372.41	.00	372.41
286.0000.9701.099.799.682 PHS Youth Transition Program	1,363.55	.00	(36.84)	1,326.71	.00	1,326.71
286.0000.9701.099.799.684 PHS Student Body Fee	1,040.00	16,235.00	(16,355.00)	920.00	.00	920.00
286.0000.9701.099.799.685 PHS Lost or Damaged Technology	680.00	240.00	(700.00)	220.00	.00	220.00
286.0000.9701.099.799.686 PHS Swim Team	3.78	626.87	(510.89)	119.76	.00	119.76
286.0000.9701.099.799.687 PHS Boys Tennis	5,376.11	250.00	(620.60)	5,005.51	.00	5,005.51
286.0000.9701.099.799.688 PHS Girls Tennis	4,577.82	250.00	.00	4,827.82	.00	4,827.82
286.0000.9701.099.799.689 PHS Theatre	6,356.06	1,706.00	(1,393.98)	6,668.08	(850.00)	5,818.08
286.0000.9701.099.799.690 PHS Track	2,297.05	1,833.55	(720.50)	3,410.10	.00	3,410.10

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2025-2026

From: 7/1/2025 To: 6/30/2026

Print Detail

Page Break by Activity

Exclude Encumbrances Reverse Signs Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.692 PHS Boys Volleyball Fund Balance	.00	958.28	(30.90)	927.38	.00	927.38
286.0000.9701.099.799.693 PHS Girls Volleyball	13,014.22	4,764.50	(8,939.51)	8,839.21	.00	8,839.21
286.0000.9701.099.799.695 PHS Warrior Wellness	2,625.11	21.48	(135.00)	2,511.59	.00	2,511.59
286.0000.9701.099.799.696 PHS Wrestling	2,984.98	16,762.37	(20,290.61)	(543.26)	.00	(543.26)
286.0000.9701.099.799.697 PHS Yearbook	4,238.14	18,355.23	(6,262.60)	16,330.77	(18,031.00)	(1,700.23)
286.0000.9701.099.799.698 PHS Lagessee PTP Waiver Scholarship--Restricted	8,914.82	1,843.58	.00	10,758.40	.00	10,758.40
286.0000.9701.099.799.705 HS Student Transcript Fees	76.76	333.40	(153.67)	256.49	.00	256.49
GRAND TOTALS	312,490.26	341,229.15	(317,596.96)	336,122.45	(61,513.92)	274,608.53

End of Report

5/15/2026

PHILOMATH SCHOOL DISTRICT, 17J
Appropriations, Budget vs. Actual
Fiscal Year 2025-2026

2025-26 Appropriations

	Appropriations	YTD	Encumbrances*	Proposed Resolutions	Totals	(Over)/ Under Budget
General Fund (100)						
1000 Instruction	16,345,987	11,727,225	4,506,196	(75,000)	16,233,421	37,566
2000 Support Services	8,985,487	7,282,766	1,846,034	230,000	9,128,800	86,687
3000 Enterprise & Commun.	1,276	-	-	(1,000)	-	276
4000 Facilities	5,000	-	-	(4,000)	-	1,000
5200 Transfers	710,000	629,608	-	-	629,608	80,392
6000 Contingency	375,000	-	-	(150,000)	-	225,000
Sub Totals	26,422,750	19,639,599	6,352,230	-	25,991,829	430,921
Local/State/Federal Programs Funds						
1000 Instruction	2,442,233	1,458,285	616,083	-	2,074,368	367,865
2000 Support Services	1,677,204	393,605	344,583	-	738,188	939,016
3000 Community Services	1,148,967	812,532	143,249	-	955,781	193,186
4000 Facilities	80,000	-	-	-	-	80,000
5200 Transfers	-	-	-	-	-	-
Sub Totals	5,348,404	2,664,422	1,103,915	-	3,768,337	1,580,067
Assoc. Student Body (284, 285, 286)						
1000 Instruction	824,478	404,901	62,938	-	467,839	356,639
Debt Service Funds (300)						
5100 Debt Service	1,873,745	596,873	1,094,400	-	1,691,273	182,472
Capital Improvement Funds (400)						
2000 Support Services	480,000	345,321	68,210	-	413,531	66,469
4000 Facilities	471,852	-	83,765	-	83,765	388,087
5100 Debt Service	-	-	-	-	-	0
Sub Totals	951,852	345,321	151,975	-	497,296	454,556
Unemployment Fund (600)						
2000 Support Services	80,000	11,978	-	-	11,978	68,022
Trust & Agency Funds (700)						
1000 Instruction	85,500	56,403	26,636	-	83,039	2,461
2000 Support Services	138,000	43,032	8,382	-	51,414	86,586
3000 Community Services	7,500	3,100	800	-	3,900	3,600
Sub Totals	231,000	102,535	35,818	-	138,353	92,647
Total Appropriations	35,732,229	23,765,629	8,801,276	-	32,566,905	3,165,324
Total Unappropriated	21,359,755	-	-	-	-	21,359,755
Total Adopted Budget	57,091,984	23,765,629	8,801,276	-	32,566,905	24,525,079

*Encumbrances for General Fund include anticipated Transportation costs for April, May & June that we have not received invoices for yet.

**2025 / 2026 SCHOOL YEAR
ENROLLMENT FIGURES as of: May 21, 2026**

District	CPS	PES	BL	PMS	PHS	Academy	Part Time	KVCS	Part Time
Kindergarten	95	79	6			0	0	10	
1st	94	<u>77</u>	4			0	0	13	
2nd	118	93	5			0	0	20	
3rd	116	92	5			0	0	19	
4th	121	100	<u>3</u>			0	0	18	
5th	132	<u>113</u>				0	0	19	
6th	114			96		1	0	17	
7th	134			110		3	1	20	
8th	144			<u>127</u>		5	0	12	
9th	136				115	4	0	17	
10th	132				105	17	0	10	
11th	121				85	23	0	13	
12th	144				<u>121</u>	<u>14</u>	<u>1</u>	8	
Totals		156	398	23	333	426	67	2	196

TOTAL FULL-TIME ENROLLMENT - All Schools 1,599

Philomath School District 17J - 2025-2026 School Year - Summary of Enrollment

School	09/11	10/09	11/13	12/11	01/08	02/19	03/12	04/16	05/21	06/18
CPS	157	157	157	152	156	155	156	154	156	
PES	398	390	388	396	398	394	395	399	398	
BL	26	25	24	24	24	24	24	23	23	
PMS	347	340	338	339	337	338	338	333	333	
PHS	462	452	447	432	432	426	426	427	426	
Academy	55	61	62	69	65	64	65	66	67	
KVCS	201	204	208	207	207	207	205	204	196	
SubTotal	1,646	1,629	1,624	1,619	1,619	1,608	1,609	1,606	1,599	0
Part-time students	0	2	2	2	2	2	0	0	2	
Total Enrollment	1,646	1,631	1,626	1,621	1,621	1,610	1,609	1,606	1,601	0

Philomath School District 17J - 2024-2025 School Year -- Summary of Enrollment

School	09/12	10/10	11/14	12/09	01/09	02/13	03/13	04/10	05/08	06/12
CPS	169	160	158	158	152	162	161	159	160	158
PES	365	365	367	362	369	369	370	370	370	370
BL	32	32	32	32	31	29	29	30	30	28
PMS	351	349	349	347	353	347	345	341	338	335
PHS	452	445	442	443	442	437	433	437	436	434
Academy	78	72	78	77	77	81	86	86	88	90
KVCS	193	194	195	194	190	194	196	195	194	191
SubTotal	1,640	1,617	1,621	1,613	1,614	1,619	1,620	1,618	1,616	1,606
Part-time students	0	10	9	9	9	7	7	7	7	6
Total Enrollment	1,640	1,627	1,630	1,622	1,623	1,626	1,627	1,625	1,623	1,612



Philomath School District 17J

Benton County School District No. 17J, 1620 Applegate Street, Philomath, OR 97370 (541) 929-3169

RESOLUTION NO. 2526-01

A RESOLUTION TRANSFERRING APPROPRIATIONS BETWEEN FUNDS FOR FISCAL YEAR 2025-26

Whereas, the Board of Directors has determined that an adjustment in appropriations in the General Fund is needed for the purpose of reclassifying previously appropriated costs.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PHILOMATH SCHOOL DISTRICT 17J:

The budget for fiscal year 2025-26 is hereby amended, and the amounts appropriated by the Board of Directors under Resolution 2526-01 for the General Fund are hereby amended as follows:

Appropriation Category	Original Budget	Increase/ (Decrease)	Amended Budget
General Fund:			
Instruction Services (1000)	\$16,345,987	(\$75,000)	\$16,270,987
Support Services (2000)	\$8,985,487	\$230,000	\$9,215,487
Enterprise & Community Services (3000)	\$1,276	(\$1,000)	\$276
Facilities (4000)	\$5,000	(\$4,000)	\$1,000
Contingency (6000)	\$375,000	(\$150,000)	\$225,000

Passed by the Board of Directors of Philomath School District this 21st day of May 2026.

By: _____
Tom Klipfel, Chairperson

By: _____
Susan Halliday, Superintendent

Coversheet

Annual Nurses Report

Section: II. Reports
Item: G. Annual Nurses Report
Purpose: FYI
Submitted by:
Related Material: Annual Nurses Report.pdf

PSD RN Annual Report for School year 2025-2026

District RN's: Tina Hoch BSN, RN and Laura Bryant MS, RN

Summary of objectives:

- To keep and improve the health status of the Philomath School District student population by providing screenings, treatments, assessments, daily monitoring of chronic conditions, create health management plans and assessment of acute complaints.
- To provide resources and referral information to community agencies and services as the need arises.
- To provide education to district staff members for individual needs and delegated tasks.
- Obtain and collect data for annual district RN reports.

Annual outcome of service conditions and nursing services:

- Care and supervision provided to medically fragile and complex students. Diagnoses include but are not limited to: type one diabetes, adrenal insufficiency, cecostomy port cleaning/care, G-tube feedings, seizures, cardiac issues, asthma, severe allergic reactions, and implanted devices.
- Care provided for acute situations such as first aid needs, seizures, head injuries/concussions, fractured bones and fainting, etc.
- Our medically fragile and medically complex student numbers remain moderate and require nursing services throughout the district.
- We are involved in team meetings for 504's and IEP's, we are included in support teams, child abuse reporting, and collaborate with the Family Support Liaison and school counselors.
- We have worked to revise our health and medication forms. The updated forms are on the website. The website continues to be a work in progress.
- Annual RN reports.
- Create health plans for students with medical concerns with continued collaboration with parents and providers to keep them up to date.

Screenings and Referrals:

The nurses don't perform the screenings however, we do coordinate, oversee/manage the screenings and jump in and help when needed.

- **Vision** screenings were administered by the Lions Foundation for grades kindergarten, 1st, 3rd and 5th.

- **Hearing** screenings were performed by LBL ESD for KG, 1st, and 3rd grades per ODE recommendations.
- Benton County health department (BCHD) **dental** services provided dental treatments for KG through 7th grade.
- We keep detailed information and data regarding immunizations required for school attendance per the Oregon Immunization Law requirements. This collected data is used for the yearly immunization reports and is submitted to BCHD.

Reports:

- Immunization report. This particular report takes approximately sixty percent of the year due to data collection and reporting from September through March.
- ODE Medically Fragile School Nurse Data Report.
- School-Based Medicaid Administrative Claiming Report
- Small outline report to the PSD board.

Education and Training for Staff:

- Training and education for diabetic care and Glucagon administration.
- Epi-Pen training for anaphylactic allergies.
- Seizure training and response.
- Implanted device trainings such as defibrillators and VNS (Vagus Nerve Stimulator) for seizure students.
- Obtained epi-pens at no cost through a school program, so that each school has epi-pens available. We have a memorandum of agreement (MOA) with Dr. Black at Philomath family medicine who provides a written order for our epi-pens each year.
- Obtained Narcan at no cost through a program for schools that helped provide Narcan for each school.
- Provided training for students with needed accommodations regardless of temporary or long-term physical conditions.
- Delegation is a large part of what we do for continued care of our students with medical needs. We continually check on those with delegated tasks to make sure the best care is given and help answer any questions that may arise.
- Medication administration.
- Additional trainings obtained online via safe school programs.
- MAC training and reporting.

Summary

In Summary, this is an outline/snapshot of what the nurses in our district do, but certainly doesn't explain it all. We often work with our family support liaison, school counselors, and translators during unique situations with students and families.

Having a second nurse in our school district has helped immensely with navigating through the many illness peaks throughout the seasons and with those students who have increased medical concerns/needs. This helps keep balance and continuity of care for our students and staff health. Being able to share responsibilities of trainings and delegation tasks throughout the year helps to lessen the stress of sifting through information and apply it quickly and appropriately.

We continue to be watchful for any upticks of illness within our district or surrounding community. Prevention is key to a healthy community!

Moving forward for best practice and to keep our district and community well, we hope to always have two nurses. This position entails a lot and we are grateful to have two nurses to share the workload in taking care of our amazing and ever-changing district.

Grateful,

*Tina Hoch BSN, RN and Laura Bryant MS, RN
Philomath School District Nurses*

Coversheet

Approve 2027-2028 School Year Calendar

Section: IV. Action Items
Item: A. Approve 2027-2028 School Year Calendar
Purpose: Vote
Submitted by:
Related Material: 2027-2028 Calendar Draft.pdf

Philomath School District 17J Academic Calendar Draft

2027 – 2028

Calendar Key	
IS	Staff Inservice Days
	First Day for 2 nd , 6 th , and 9 th Grade
	First Day for 3-5, 7-8, & 10-12.
	Early Release for Students
)	Last Day for Students
	No Students – C/ G/ A
	No School (or Holiday)
MU	Inclement Weather Make-Up

August 2027						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						2

September 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						21

October 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						18

November 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						17

December 2027						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	Winter Break					25
26	Winter Break					
						13

January 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					19

February 2028						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	MU	22	23	24	25	26
27	28	29				
						20

March 2028						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	Spring Break					25
26	27	28	29	30	31	
						17

April 2028						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	MU	29
30						18

May 2028						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						22

June 2028						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	MU	MU	MU	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						6

Dates to Remember:

October 27: End of Q1 – 41 Days
 November 23: End of T1 – 57 Days
 January 21: End of S1/ Q2 – 85/44 Days
 March 9: End of T2 – 60 Days
 April 6: End of Q3 – 46 Days
 June 8: End of S2/Q4 – 88/42 Days
 June 8: End of T3 – 56 Days

September TBD: Back to School Open House
 June Last Day for Seniors
 June PHS Graduation
 June PA Graduation
 June 1-June 1: Make up days if needed

Coversheet

Second Reading Policies

Section: IV. Action Items
Item: B. Second Reading Policies
Purpose: Vote
Submitted by:
Related Material: EEACC.pdf
EEACC-AR.pdf
Bus Referral.pdf

Philomath School District 17J

Code: EEACC

Adopted: 10/19/2020

Revised: 05/21/2026

Student Conduct on School Buses

The following regulations will govern student conduct on school buses and Type 10 School Activity Vehicles if used for transporting students from home to school, school to home and to and from district-sponsored activities and will be posted in a conspicuous place in all buses and in student/parent handbooks:

1. Students being transported are under authority of the bus driver;
2. *Fighting, wrestling or boisterous activity is prohibited on the bus;
3. Students will use the emergency door only in case of emergency;
4. Students will be on time for the bus, both morning and evening;
5. *Students will not bring firearms, weapons or other potentially hazardous material on the bus;
6. Students will not bring animals, except approved service animals, on the bus;
7. *Students will remain seated while the bus is in motion;
8. Students may be assigned seats by the bus driver;
9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;
10. Treat school bus and equipment as you would treat valuable furniture in your home:
11. *Students will not extend their hands, arms or heads through the bus windows;
12. Students will have written permission to leave the bus other than for home or school;
13. *Students will converse in normal tones; loud or profane language is prohibited;
14. Students will not open or close windows without permission of the driver;
15. *Students will keep the bus clean and must refrain from damaging it;
16. Students will be courteous to the driver, fellow students and passersby;
17. *Students who refuse to promptly obey the directions of the driver or refuse to obey regulations may forfeit their privilege to ride on the buses.
18. *Students will use emergency exits only as directed by the driver;
19. *Not threaten or physically harm the driver or other riders;
20. *Not do any disruptive activity which might cause the driver to have to stop to reestablish order;
21. *Not possess matches, tobacco, alcohol, illegal drugs, other incendiaries, or concussion devices.

*These regulations, if broken, are SEVERE violations with severe consequences because of the threat to the safety of others.

In addition to Oregon Administrative Rules (OAR), the district adopts the following rules:

1. Large items which cannot be safely transported while held in the student's lap or stored directly under the seat are generally prohibited unless the bus has a baggage compartment. Any instrument, sports bag, or school project will be allowed on the seat.
2. Large items may be allowed on the bus with the prior approval of the Transportation Supervisor. These items will only be allowed on the bus if transporting these items can meet the following ODE requirements:
 - a. The items can be placed in a location not adjacent to students.
 - b. The items can be secured by the driver in a manner that ensures that they will not move even in the event of a bus collision.
 - c. The items do not block the aisle way or access to an emergency exit.
3. Students shall not interfere with school bus operating controls except in an emergency or as instructed by the driver.
4. Devices that create sounds that are distracting to the driver may not be used on the bus.
5. Skateboards and scooters must be secured while on the bus.
6. No eating or chewing gum on the bus.
7. Glass containers must be stored and secured in a lunch bag or backpack.

The superintendent will establish other administrative regulations as necessary for the safe conduct of students riding district school buses or other forms of district transportation and for disciplinary procedures. Such regulations will be available to all parents and students and posted in each school bus or other district vehicle.

Students who violate bus rules of conduct may be denied the use of district transportation and may be subject to other disciplinary action in accordance with district and school discipline policies.

END OF POLICY

Legal Reference(s):

ORS 339.240	OAR 581-023-0040	OAR 581-053-0010
ORS 339.250	OAR 581-053-0002	OAR 581-053-0210
ORS 820.100 to 820.190	OAR 581-053-0003	
OAR 581-021-0050 to 0075	OAR 581-053-0004	

Letter Opinion Office of the OR Attorney General (11/22/1988).

Cross Reference(s):

JFCB – Care of District Property by Students

DRAFT

Philomath School District 17J

Code: EEACC - AR

Adopted: 11/13/2025

Revised: 05/21/2026

Discipline Procedures for District-Approved Student Transportation

All students eligible for district-approved student transportation shall receive safety instruction and a code of conduct. Violation of the code of conduct or conduct which jeopardizes the health/safety of self and/or others may result in the loss of district-approved transportation services.

The following procedures address:

1. Safety Instructions;
2. Code of Conduct;
3. Education;
4. Special Education Students;
5. Violations;
6. Suspension Procedures;
7. Reinstatement;
8. Right of Appeal.

Safety Instruction:

- A. Within the first six weeks of each semester the transportation supervisor will direct all bus drivers to conduct a safety review with all students who are regularly transported by the district.
 - a. Safe school bus riding procedures, including but not limited to loading, unloading, crossing;
 - b. Use of emergency exits; and
 - c. Planned and orderly evacuation of the school bus in case of emergency, including participation in actual evacuation drills.
- B. Each September the transportation supervisor will direct all bus drivers to conduct a safety review with all other students.
 - a. The drivers shall review safe bus riding procedures.
 - b. The drivers shall review use of emergency exits.
- C. The transportation supervisor will record dates and content of safety instructions by each driver. Such information shall be kept as a part of the district's records.

Code of Conduct:

- A. Each year the district will include the following transportation rules in the student/parent handbook. The district will provide interpretation to those students/parents whose primary language is not English.

****Coaches, teachers and chaperones:** (1) must have a copy of the bus regulations and know them before going on a trip; and (2) must position themselves on the bus as to be in control of discipline at all times.

Education:

- A. Disciplinary action for violating the transportation code of conduct and/or transportation health and safety requirements shall be confined to district-approved transportation services. Students who have lost district-approved transportation services through a disciplinary action shall be expected to continue with the district's educational requirements.
- B. Students' academic grades will reflect academic achievement. Misconduct or absenteeism shall not be a sole criterion for grade reduction. Students will be expected to continue to meet the district's attendance and educational requirements.
- C. Makeup work may be provided. If makeup work is needed, the district's policy and procedures will be followed.
- D. Alternative education may be provided. If alternative education is needed, the district's policy and procedures will be followed.

Special Education Students:

Special education students will be disciplined in accordance with Board policy JGDA/JGEA - Discipline of Disabled Students and accompanying administrative regulation.

Violations:

Each year the district will include the following procedures for violations in the student/parent handbook. The district will provide interpretation to those students/parents whose primary language is not English.

Suspension Procedures:

Due process procedures used by the district governing student behavior shall be applied.

Reinstatement:

A conference to discuss reinstatement shall be conducted under the following guidelines:

- A. When deemed necessary, parent(s) and student shall be present at the conference;

- B. The principal shall fully explain matters and permit the parties involved to fully explain their position(s);
- C. The principal shall make a decision which provides guidelines for the student to follow when transportation services are reinstated.

Disciplinary Procedures for Violations:

1. First Citation-Warning:

The driver verbally restates behavior expectations and issues a warning citation. The driver may assign the student to a particular seat.

2. Second Citation:

The student may be suspended from the bus after a conference, arranged by principal, has been held with the student, the parent, the bus driver, and the principal. The driver may assign the student to a particular seat.

3. Third Citation:

The student will receive a suspension from the bus for up to 30 days after a conference, arranged by the principal, has been held with the student, the parent, the bus driver, and the principal. Further violations of bus regulations will be considered a severe violation. The driver may assign the student to a particular seat.

4. Fourth Citation:

The student will receive a suspension from the bus for the remainder of the school year.

5. Severe Violations:

Any severe violation may result in the immediate suspension of the student for a minimum of ten days and up to a one-year period from the bus, which may carry over to the following school year. There will be a hearing at this time, arranged by principal, involving the student, the bus driver, the parent and the principal.

In all instances, the appeal process may be used if the student and/or parent desires.

All citations must be signed by the parents, the bus driver and the principal before the student will be allowed to ride the bus again.

Right of Appeal:

- A. At each step of the discipline procedures used in district-approved transportation services, parents, students, and/or a representative have a right to appeal.
- B. All appeals must be in writing.
- C. Appeals are to be made to the responsible person at the level of appeal.
- D. Final appeal may be made to the Board.

Board decisions are final.

Appeal Procedure:

If a student or parent wishes to appeal the application of the discipline policy, the steps outlined below should be used.

- STEP I The student or his/her representative will discuss the issue with the principal.
- STEP II If the student is not satisfied with the outcome of the discussion, he/she may file a written statement with the principal. This is to be done within ten school days of the act or condition which is the basis of the complaint. The principal will, within three school days, arrange a student, parent, principal conference with the goal of resolving the issue. The principal also will notify the district transportation coordinator.
- STEP III Within five school days, the principal is to communicate, in writing, the decision to the student and the student's parents.
- STEP IV If, after five school days from receipt of the principal's reply, the issue still remains unresolved, the student may submit the matter in writing to the assistant superintendent. The assistant superintendent will meet with the student within three school days and will respond to the issue, in writing, within five school days after the appeal.
- STEP V If the issue is still unresolved, the student may appeal to the Board. The Board will notify persons involved that a hearing will be held within 14 days of receipt of the appeal. The Board shall review correspondence, hear relevant facts and respond to the student within three school days following the hearing.

Coversheet

Transportation Contract

Section: IV. Action Items
Item: C. Transportation Contract
Purpose:
Submitted by:
Related Material: 12867 Philomath Contract 2026-2031_Final.pdf

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 24th day of April 2026, by and between Philomath School District 17J with principal offices at 1620 Applegate St, Philomath, OR 97370, (hereinafter called "District"), and First Student, Inc., with its principal place of business at 191 Rosa Parks Street, 8th Floor, Cincinnati, Ohio 45202 and local business offices for purposes of this Agreement at 220 S 9th St, Philomath, OR 97370 (hereinafter called "Contractor") (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS District has selected Contractor to provide the student transportation services; and

WHEREAS Contractor desires to provide such student transportation services.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence on July 1st, 2026, and shall continue through June 30, 2031 ("Term") for 170-175 school days per year according to the school calendar. Except as otherwise provided herein, District agrees to compensate the Contractor at the rates specified in Exhibit A.
- 1.2 This Agreement may be extended by mutual written agreement for up to five additional five-year periods, with the negotiation process for each extension, including the negotiation of new economic terms, to occur on or before January 31st of the preceding Contract term. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1st and ending on June 30th during the Term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the Term, provide transportation service as described herein.
- 2.2 District and Contractor will consult on a regular basis concerning the transportation requirements of District. In the event of increases or decreases in the number of students requiring transportation, or in routes or schedules, the number of vehicles and the number of spare buses will be adjusted accordingly. With notice to Contractor, District may increase or decrease service levels to be provided by Contractor under this Agreement. However, where such increases or decreases impact by greater than 5% [or materially impact] the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in Exhibit A, Contractor shall be permitted to adjust rates proportionately to cover increases or decreases in cost structure associated with such changes by District.
- 2.3 Contractor shall have thirty (30) days following notice of such changes to make operational adjustments to meet District requirements.

- 2.4 District will use Contractor as District's sole and exclusive provider for all of District's home-to-school and Charter Transportation at rates set forth in Exhibit A. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for all services rendered hereunder, District shall pay to Contractor all sums due and owing for transportation services in accordance with the rates set forth in Exhibit A.
- 3.2 Contractor will submit to District a monthly statement of its services rendered during the prior month. District shall pay all undisputed amounts due to the Contractor on or before the 30th calendar day following the date on which the statement has been submitted.

If any portion of the billed service in the statement is disputed by District or the District seeks a revised invoice, District shall deliver written notice specifying the disputed amount or requested revisions to the Contractor within fifteen (15) business days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement or reject the invoice in the future. All disputes shall be resolved pursuant to the Dispute Resolution clause of this Agreement.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 60 days, Contractor shall be entitled to charge interest on unpaid amounts at the rate of the lesser of 1.5% per month or the maximum amount allowed by state law. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Without limitation, Contractor shall be entitled to court costs, litigation expenses, and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

SECTION 4: ESCALATION

- 4.1 District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.
- 4.2 In the event of unusual circumstances, such as changes in local, state, or federal taxes, laws or regulations, District directives or specifications, increased insurance or surety premiums, increased employee benefits or wages, or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the Parties shall determine a reasonable and proportionate amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase. If the Parties do not agree to a rate increase, Contractor shall have the right to terminate this Agreement upon not less than thirty (30) days' notice.
- 4.3 In the event of a driver shortage in the local market, the Parties will negotiate in good faith to cover the cost of any incremental wage and benefit increase necessary to recruit and retain drivers as

well as any additional travel and expense costs associated with using non-local drivers to alleviate the shortage.

SECTION 5: FACILITIES, FUEL, AND FLEET SIZE

- 5.1 Contractor shall purchase at its own cost, including taxes, all fuel required for the operation of buses hereunder.
- 5.2 Contractor shall provide parking, maintenance, and administrative facilities needed to provide service under this Agreement.
- 5.3 Contractor shall have a fleet of an adequate number and capability to guarantee service for the District's student transportation needs, including, at a minimum:
 - a. Home to school transportation – provide a minimum of eleven (11) 71 to 89 passenger buses, plus a minimum of two spare buses.
 - b. Special education – provide a minimum of two (2) 15 to 30 passenger (Type A or A1) buses, plus a minimum of one spare bus.
 - c. Activities, athletics, and field trips – provide a minimum of three (3) 84 passenger heavy duty transit buses with undercarriage luggage storage.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall be primarily responsible for planning all routes, stops, and schedules. Contractor shall furnish District a complete route map on or before the first day of enrollment of each school year. All bus routes, including home-to-school and individualized transportation routes, or any other routes that are developed by Contractor for the District, are and will remain the sole property of the District.
- 6.2 District shall furnish Contractor service dates with a list of student names and addresses at least sixty (60) days prior to the start of each school year, from which Contractor will construct a complete route map. The District shall also inform the Contractor of any planned changes in school hours, from one year to the next, no later than July 1. Contractor shall provide, by August 1, a written summary of route schedules presented separately by route and by street for district publication to parents.
- 6.3 Prior to the start of each school year, Contractor shall field test all routes that the District has approved. Contractor shall notify the District of any time discrepancies in scheduling. All drivers for Contractor shall also “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 ensure complete familiarity with route operation. The cost of this will be borne by Contractor.
- 6.4 In developing and driving the routes, Contractor will strive to comply with the following guidelines:
 - a. Student arrival at school in the morning: between 10 and 20 minutes prior to school starting time;
 - b. Bus arrival at school to pick up students in the afternoon: No later than dismissal time at all schools. Subsequent school pickups will be no more than 5 minutes after dismissal;

- c. Riding time shall not exceed 45 minutes for elementary students and 60 minutes for middle school and high school students, except as approved in advance in writing by the District.
 - d. Buses shall not depart from school earlier than 8 minutes after school dismissal without prior District approval.
- 6.5 Performance of the routing and other services under this Agreement may entail the disclosure of personally identifiable information from student education records protected by the Family Educational Rights and Privacy Act (FERPA) ("Student Information"). For the purposes of this Agreement, Contractor will be designated as a "school official" with "legitimate educational interests" in Student Information, as those terms have been defined under FERPA and its implementing regulations, and will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on District. To that end, any personally identifiable information, as that term is defined by FERPA, may be used by Contractor only for the purposes for which disclosure was made.
- 6.6 Notwithstanding the foregoing, District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those students whose service has been changed. Contractor shall consult with District regarding stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. If any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice. In those instances where District establishes the routes and schedules and/or makes any changes thereto, District will be responsible for and will defend, indemnify, and hold harmless Contractor for any and all loss, liability, or costs alleged to have been caused or related to routing or scheduling.
- 6.7 Passenger loading of buses shall not exceed Oregon State Department of Education or other state or federal limits. Contractor is required to notify the District, within one day, of any overload problems.
- 6.8 Contractor shall use an automated bus routing software to create and maintain the District's bus routes (home-to-school routes) for maximizing route efficiency. Contractor shall have multiple users proficient in the use of the software in support of District operations. The software should allow for web-based access for District staff and integrate an online GPS tracking system for all buses. In addition, the software should provide a functional web-based lookup tool for parents to identify the closest bus stop to their home for their student's grade level. Software will be implemented within sixty (60) days of the execution of the contract. Contractor shall provide a minimum of four software logins to be used by district staff for tracking purposes. The District will coordinate the transfer of student data for the purposes of computerized bus routing.

The District and Contractor shall work together to create a system that allows staff to request field trips that route through an approval workflow with both Contractor and the district staff. Contractor shall log into the approved system to confirm, schedule, and track trips that have been requested and approved by the schools.

- 6.9 Upon request, Contractor shall complete an annual comprehensive route review and optimization. The review shall include evaluation of: 1) number of buses; 2) route times; 3) ride times; 4) costs; 5) mileage; 6) ridership; and 7) bell times.

Contractor shall provide a recommendation, including rationale, to the District for any route changes to be implemented for the subsequent school year, no later than May 1 of the year prior.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide, within 24 hours of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits, and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided by using the same degree of care used to protect its own confidential information.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both Parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent of Schools, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all facts including police case number when available.
- 7.4 If Contractor provides District with audio or video recordings or any other records that include private or personally identifiable information, District shall handle such records in accordance with applicable local, state, and federal law and shall hold harmless, indemnify, and defend Contractor for any failure to comply with applicable law.

SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless, and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by the negligence or willful misconduct of Contractor, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees; student upon student violence; routing or scheduling; or Contractor's good faith adherence to District's policies, procedures, or directives.
- 8.2 District agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused the negligence or willful misconduct of District, its agents, or employees in the performance of this Agreement, except to

the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

- 8.3 Notwithstanding the foregoing, (a) each Party shall advise the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying Party to defend such claims or investigate such notice, (b) each Party shall provide the indemnifying Party with the cooperation and assistance necessary to defend such claim requested by the indemnifying Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers, and other personnel. Contractor shall provide General Liability- including Bodily Injury, Property Damage, Personal Injury, and Advertising Injury with limits of \$2,000,000.00 each Occurrence/\$2,000,000.00 General Aggregate; Automobile Liability limits of \$2,000,000.00 combined single limit for bodily injury and damage to property for all non-owned autos. Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage. Upon request, Contractor also agrees to provide District certificate of insurance designating District as an additional insured under its General Liability policy, but only with respect to liability for bodily injury, property damage, or personal injury arising directly out of Contractor's negligent or willful acts or omissions, and under its Auto Liability policy, but only with respect liability arising out of the use of a covered auto under the Auto Liability policy Insurers shall maintain a minimum A.M. Best's & Company rating of A. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws under which Contractor shall operate for this Agreement.
- 9.2 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business, including Bodily Injury, Property Damage, Advertising Injury, and Personal Injury, and at limits of not less than \$2,000,000.00. District will list Contractor as an additional insured and provide a certificate of insurance evidencing such coverage.
- 9.3 Notwithstanding the foregoing, (a) each additional insured Party shall provide notice to the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek insurance coverage hereunder, in such time and manner as not to impair or prejudice the ability of the primary insured Party to contact its carrier, defend such claims, and investigate such notice (for the avoidance of doubt, if a Party sends a claim to the other Party's insurance carrier, the party sending notice will also copy the other Party), (b) each additional insured Party shall provide the primary insured Party with the cooperation and assistance necessary to defend such claim requested by the primary insured Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be

unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

SECTION 10: FORCE MAJEURE

10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, cyber-attack, power or communications outage, picketing, strike, pandemic, epidemic, labor dispute, labor shortages, supply chain disruption, fuel shortage, governmental action or any other condition or cause beyond Contractor’s control (each a “Force Majeure Event”), District shall excuse Contractor from performance under this Agreement for the duration of such Force Majeure Event.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

11.1 Whenever school is closed, and student transportation is suspended for the day, for any reason, including, but not limited to, inclement weather, impassability of roads, facilities issues, or illness, District shall notify Contractor on each day of such closure in time for Contractor to suspend operations and provide sufficient notice to its workforce not to report to work. District shall compensate Contractor the full scheduled daily rate for days when District fails to provide such notice to Contractor; provided, however, this Section 11.1 only applies to closures that do not decrease the total number of student transportation days as set forth in Section 1.1. If a closure will decrease the total number of student transportation school days set forth in Section 1.1, Contractor shall be compensated in accordance with Section 11.3.

11.2 If the regular school day schedule is changed, resulting in late start, early dismissal, or the cancellation of scheduled Charter Transportation, District shall notify Contractor in time for Contractor to adjust operations and adequately notify its workforce of the change. District shall compensate Contractor for all costs incurred due to failure to provide adequate notice. Notwithstanding the foregoing, in the event of circumstances that necessitate a schedule change, Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible under the circumstances presented.

11.3 If District suspends service for any reason, including, but not limited to, a Force Majeure Event as defined in this Agreement, and such suspension alters the total number of student transportation days set forth in Section 1.1, District shall compensate Contractor for all fixed costs and profit associated with Contractor’s performance of this Agreement from the first suspended/cancelled day through the end of the cancellation/suspension period. For purposes of this Agreement, fixed costs include but are not limited to costs associated with maintaining average employee wages and benefits, overall management and administration costs, facilities costs, fleet investment, maintenance, technology, insurance, and other ongoing operations costs.

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SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive student transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers, including but not limited to administering an Epi Pen.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and act as Contractor's Location Manager. Contractor will designate this Location Manager as a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s), and address(es) of such management personnel.

The Location Manager shall:

- a. Have the experience, skills, and necessary delegated authority to take responsibility for all requirements of this Agreement and to speak fully for the Contractor;
- b. Have the ability to manage all phases of student transportation;
- c. Have a cellular phone available for communication during all transportation hours.

In the event that the Location Manager changes, the District requires immediate notification of any consideration of employment status change that is under the control of Contractor.

- 13.2 District shall designate management personnel who shall be responsible for coordination of the student transportation requirements of District and act as District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s), and address(es) of such management personnel. This management personnel includes, but is not limited to a:
 - a. Safety and Discipline Officer – responsible for working with students, drivers, school personnel, and parents to ensure compliance with all safety regulations. The Safety and Discipline Officer may also be the Location Manager.
 - b. Dispatcher – responsible for communication with District personnel, parents, and drivers to coordinate the safe and uninterrupted flow of transportation services. The Dispatcher may also be the Location Manager, permitted the individual can perform all functions satisfactorily.
 - c. Maintenance Supervisor – responsible for understanding maintenance requirements and standards of the Oregon Department of Education.
 - d. Other staff as necessary to meet the service expectations under this Agreement.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on-time service.

- 14.2 Contractor shall take reasonable steps to ensure that its employees act professionally and appropriately around all students and District staff. Contractor shall not knowingly permit its drivers to smoke on the bus, or to violate any federal or state law related to the operation of a vehicle while intoxicated or under the influence of any prohibited substance.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request that Contractor remove from service to District any driver, aide or monitor who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore, and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. Unless prohibited by law, District shall indemnify, defend, and hold harmless Contractor from and against all claims, expenses, or liabilities by or to a removed Contractor employee arising from the removal of that employee based on District's request.
- 14.4 Contractor shall provide drivers that are fully qualified, trained, and licensed as required by the U.S. Department of Transportation (USDOT) and any applicable state law or regulation. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid Commercial Drivers' License as required by the USDOT for school bus drivers or such other drivers' license or permit required for any smaller passenger vehicle.
- 14.4.2 Be certified by a USDOT medical examiner as medically qualified as required by the USDOT under federal law. The physical examination shall be conducted prior to employment and periodically thereafter.
- 14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent required by applicable law.
- 14.4.4 Be subject to fingerprinting by Contractor if the driver shall be in contact with students, in accordance with ORS 181A.200 and OAR 581-021-0500.
- 14.4.5 Prior to employment and periodically thereafter, to the extent required by law and/or by the USDOT under its mandatory drug and alcohol testing requirements for school bus drivers, undergo such drug and alcohol testing to verify that the driver is not engaged in any prohibited or unsafe vehicle operations. Any driver who fails a drug or alcohol test or refuses to take such a test will be subject to immediate disqualification.
- 14.5 A driver supervisor or certified driver trainer shall ride with every certified bus driver at least once every six months for the purpose of observing and evaluating their drivers' practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations.

Contractor shall submit a report to the District listing all drivers and their review dates. The District also reserves the right to have a representative ride with any driver for the purpose of observation to ensure compliance with the terms and conditions of the Agreement.

- 14.6 Contractor shall provide sufficient support staff during the hours of 5:30 AM to 6:00 PM or until the last bus route returns to the facility, and at other times as required by activity trips.
- 14.7 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.
- 14.8 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 appropriate for the duties, in accordance with the standards of the District.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. Upon request, District shall have the right to review course content.
- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers or communicate with drivers without Contractor notice and approval.

SECTION 16: VEHICLES AND EQUIPMENT

- 16.1 All vehicles supplied by Contractor in performance of this Agreement shall meet or exceed the standards established as follows:

The average age of all buses (including spares) shall not exceed ten years. Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the Agreement:

- a. Gasoline Buses – ten (10) years
- b. Buses powered by alternative low-carbon fuels – ten (10) years
- c. Diesel buses – twelve (12) years
- d. Transit buses – twelve (12) years
- e. Small buses or vans – eight (8) years

Both the Oregon Department of education and the District shall approve all used equipment.

- 16.2 Contractor shall maintain the vehicles supplied by Contractor and used to provide transportation services under this Agreement in accordance with Oregon law and accepted industry maintenance standards for school buses. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from bodily damage, including minor dents and paint scrapes of a cosmetic nature. All repairs shall be made within fifteen (15) days of occurrence, unless otherwise approved by the District. Contractor shall also administer on all buses and vehicles used in the transportation of students an extensive preventative maintenance program which shall include, at a minimum:

- a. A safety inspection and required repairs that, at a minimum, completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 15 of every Contract Year or every 25,000 miles, whichever comes first. No inspection period, from the last to the most current, shall exceed 12 months.
 - b. A daily pre-trip 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.
- 16.3 If District or any governmental agency imposes additional equipment requirements on any of Contractor's vehicles during the term of this Agreement (including, but not limited to, new technology or equipment relating to safety or emissions standards), which are specific requirements for continued operation of the vehicles, Contractor and District shall negotiate price increases applicable to such equipment installation and any associated increase in vehicle maintenance costs.
- 16.4 Contractor agrees that all Contractor school buses shall be equipped with sufficient communications technology acceptable to the District to maintain communications while on route. Contractor agrees to perform an inspection of such equipment prior to the start of the school year and periodically thereafter to ensure proper performance. When an inspection reveals equipment malfunction, Contractor shall promptly repair or replace such equipment.
- 16.5 District shall reimburse the Contractor for all expenses related to public health mandates arising during the term that require operational or equipment changes to vehicles in the provision of transportation services.
- 16.6 District shall excuse Contractor from performance for service disruptions caused by vehicle or equipment supply chain delays. When available, Contractor shall utilize substitute equipment and vehicles conforming to applicable state standards without penalty to cover service for the duration of the disruption caused by supply chain delays.
- 16.7 District may direct Contractor to perform additional tasks not specifically described in the Scope of Services. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Costs associated with such assignments shall be invoiced to District at rates set forth in Exhibit A.
- 16.8 The Parties acknowledge that Contractor may be eligible to apply for certain funding opportunities to acquire vehicles and equipment used under this Agreement, including, but not limited to, federal or state grants to purchase electric vehicles and associated equipment. District hereby consents to Contractor's pursuit of such funding and agrees that Contractor shall be entitled to apply such funding as Contractor deems appropriate in its sole discretion.
- 16.9 The district retains the unrestricted right to inspect, at any time, Contractor's facilities, buses, records, maintenance and operations procedures, and driver training, as well as other areas pertaining to compliance with the terms of this Agreement.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such

discipline as is required to operate Contractor's buses properly and safely. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of other students or drivers, and then only after radio notice to Contractor's terminal and to the student's building or school principal. In all cases of disciplinary ejection, the vehicle shall remain in the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported, in writing, by the next school day following completion of the route. District and Contractor will, in the event Contractor determines that a student poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such student. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

- 17.2 Contractor's drivers and school principals shall establish direct communications to ensure timely awareness of and solution to student discipline issues. Contractor shall be responsible for answering all calls related to driver and student problems. Contractor is expected to work with building staff in individual school buildings in the resolution of problems with students. District personnel will be available for calls that cannot be satisfactorily resolved by Contractor. For students in alternative placements outside of the District, Contractor shall work with the District Office.
- 17.3 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written consent of the District, refuse to provide a student with transportation services until vandalism damages caused by such student are paid.

SECTION 18: ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the Parties hereto, without the written consent of District, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Contractor may, without approval, assign the Agreement to a parent company, subsidiary, related, or affiliated company. Furthermore, a Contractor shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all its assets.

SECTION 19: TERMINATION

- 19.1 If either Party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other Party to terminate this Agreement in accordance with the following procedure: The non-defaulting Party shall give the offending Party sixty (60) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 60-day default notice period, the Party notified has not remedied the purported violation or taken steps to do so, the non-defaulting Party may terminate this Agreement as follows: within ten (10) business days following the last day of the 60-day default notice period, the non-defaulting Party shall give the defaulting Party not less than thirty (30) business days' notice of termination. If the non-defaulting Party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

- 19.2 District has the ability to cancel this Agreement, effective at the end of any Contract Year, on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to governmental funding deficiencies, District shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, District shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure (including infrastructure for electric vehicles) and related costs, and all other associated termination costs. In the event that governmental funding is restored following a termination of this Agreement under this Section, the Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.
- 19.3 Either Party may terminate this Agreement for convenience upon not less than sixty (180) days' prior written notice to the other Party.
- 19.4 In the event of termination under any provision herein above, District, at its sole discretion, may elect to purchase from Contractor all of the transportation vehicles then in use in the District.

SECTION 20: DATA RIGHTS

- 20.1 District hereby grants to Contractor the right and license to (a) use, store, create derivative works from, sublicense, translate, format, distribute, and otherwise process Service Data as required in the performance of Contractor's obligations under this Agreement; (b) use Service Data to improve, enhance, and support the nature, quality and features of Contractor and Contractor affiliate products, software, and services; and (c) create and develop adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data, provided that Contractor complies with applicable privacy law and the resulting materials do not contain personally identifiable information. All adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data described in the foregoing subsection (c) shall be deemed to be Contractor data. "Service Data" means data collected by, provided to, or processed by Contractor, or input by or on behalf of District, through or in connection with District's use of the Services, including location and routing data generated by, collected by, and/or transmitted through products installed in vehicles.

SECTION 21: SURVIVAL

- 21.1 The mutual obligations described in Compensation and Billing, Data Rights, and Indemnification hereof shall survive the termination or expiration of this Agreement.

SECTION 22: STATUS OF CONTRACTOR

- 22.1 Contractor shall be an independent contractor employed by District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee, or official of District. Contractor shall be responsible for and hold

District harmless from any liability for unemployment taxes or contributions, payroll taxes, or other federal or state employment taxes.

SECTION 23: SEVERABILITY

23.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void, or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect.

SECTION 24: MODIFICATION

24.1 Contractor and District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties.

SECTION 25: NOTICE TO PARTIES

25.1 All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered, or certified mail.

Notices to District shall be addressed to:

Philomath School District 17J
1620 Applegate St
Philomath, OR 97370
Attn: Jennifer Griffith

Notices to Contractor shall be addressed to:

First Student Inc
220 S 9th St
Philomath, OR 97370
Attn: Location Manager

With a copy to:

First Student, Inc.
191 Rosa Parks Street, 8th Floor
Cincinnati, OH 45202
Attention: General Counsel

25.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

25.3 Notices under this section shall include notices regarding claims made to insurance carriers as set forth in Section 9.3

SECTION 26: ENTIRE AGREEMENT

26.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 27: COMPLIANCE WITH THE LAW

27.1 Notwithstanding any contrary provision in this Agreement, the Contractor shall comply with federal, state, and local laws, rules, and regulations in providing transportation services described herein.

SECTION 28: DISPUTE RESOLUTION

28.1 The Parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation within sixty (60) days of dispute shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the Parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the Parties from agreeing in the future to submit a dispute to arbitration.

SECTION 29: PLACE OF CONTRACT/CONTROLLING LAW

29.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, without regard to conflict of law principles. The Parties agree that any action at law or equity instituted against either Party to this Agreement must be commenced only in the Hamilton County, Ohio Common Pleas Court or the United States District Court for the Southern District of Ohio. District irrevocably consents to the personal jurisdiction of the state and federal courts of Ohio as set forth above.

SECTION 30: AUTHORITY

30.1 Both Parties warrant that they are properly authorized to enter into this Agreement.

SECTION 31: PUBLIC OBLIGATION

31.1 District acknowledges that this Agreement serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promote a public purpose and are for the public welfare.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

FIRST STUDENT, INC.

Philomath School District 17J

By:_____

By:_____

Its:_____

Its:_____

Attest: _____

Attest: _____

EXHIBIT A SCOPE OF TRANSPORTATION SERVICES RATES AND CONDITIONS

PHILOMATH SCHOOL DISTRICT 17J						
Transportation Rates						
July 1, 2026 - June 30, 2031						
	School Year	26/27	27/28	28/29	29/30	30/31
MONTHLY FIXED COSTS						
Fixed Costs	Per Month	60,807.90	*	*	*	*
HOME TO SCHOOL						
All Bus Types (first 3 hours)	Per Day	281.77	*	*	*	*
Overage Hours	Per Hour	55.00	*	*	*	*
SPECIAL EDUCATION						
All Bus Types (first 3 hours)	Per Day	281.77	*	*	*	*
Overage Hours	Per Hour	55.00	*	*	*	*
SUMMER AND EXTENDED YEAR						
All Bus Types (first 3 hours)	Per Day	281.77	*	*	*	*
Overage Hours	Per Hour	55.00	*	*	*	*
ACTIVITY AND FIELD TRIPS						
<u>First Student Driver</u>						
All Bus Types (1 hour minimum)	Per Hour	55.00	*	*	*	*
Overnight charge**	Per Day	40.00	*	*	*	*
<i>** District will also pay for hotel</i>						
<u>District Driver</u>						
Small buses only	Per Mile	0.80	*	*	*	*
Classroom Training (2 hour minimum)	Per Hour	40.00	*	*	*	*
Behind the Wheel Training (2 hour minimum)	Per Hour	40.00	*	*	*	*
MAINTENANCE OF DISTRICT-OWNED VEHICLES						
Mechanic Rate	Per Hour	75.00	*	*	*	*
Percentage Markup of Part Over Cost		10%	10%	10%	10%	10%

****Basis for Rate Escalation:***

Rates will increase annually based on the annual change (December to December) in the Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-U), All items, U.S. city average, or 3%, whichever is greater.