

Comprehensive Landscaping Maintenance Plan for High School Elementary School and Athletic Fields

I. Project Overview and Scope

This document outlines a comprehensive landscaping maintenance plan for the front entrance grounds of Yoncalla High School, Elementary school and all associated athletic fields, including baseball, softball, football, and the track facility. The plan covers all aspects of turf and landscape management to ensure aesthetic appeal, athlete safety, and long-term sustainability. Key activities include mowing, watering, fertilizing, weed control, core sampling, overseeding with drought-resistant cultivars, field leveling, and flower bed maintenance. With bark mulch supplied at school expense.

II. Lawn Maintenance Program

A. Mowing Schedule

All maintained lawn areas, including the high school, Elementary School front, baseball outfield, softball outfield, football field, and track infield, will be mowed on a regular schedule during the growing season (March through November). Mowing height is adjusted seasonally to promote root depth and drought tolerance.

- **High school, Elementary school front lawn:** Mowed weekly at 3.0 inches during spring and fall, 3.5 inches during summer stress periods.
- **Football field and track infield:** Mowed twice weekly at 2.5 inches during the playing season, 3.0 inches during off-season.
- **Baseball and softball fields:** Mowed three times weekly at 2.0 inches during the playing season, 2.5 inches during off-season. Grass warning track maintained at 1.5 inches.

B. Watering Protocol

Irrigation is applied based on evapotranspiration data and soil moisture monitoring to avoid overwatering while maintaining healthy turf. Deep, infrequent watering is prioritized to encourage deep root growth.

- **High school, elementary school front:** Watered to a depth of 6 inches, approximately 1.0 inch per week during dry periods.
- **Football field:** Watered to ensure consistent footing, 0.75 inches twice per week during active use.

- **Baseball and softball fields:** Infield skin areas receive light watering for dust control; turf areas receive 0.5 inches twice weekly.

C. Fertilization Plan

A balanced fertilization program is implemented across all turf areas using slow-release nitrogen formulations to support steady growth without excessive top growth.

III. Athletic Field Maintenance

A. Football Field and Track

Athlete safety is the highest priority for the football field and track. The playing surface is maintained to provide consistent footing, adequate traction, and shock attenuation. Mowing height is kept at 2.5 inches during the season to balance turf health with playability. The field is aerated twice annually (spring and fall) to reduce compaction. Irrigation is scheduled to maintain soil moisture at field capacity without creating standing water. The track surface is kept clean of debris, and adjacent turf edges are trimmed to prevent encroachment. Fill dirt is applied as needed to level the playing surface, with dirt provided by the school and labor provided by Double A Contract Cutting. Any depressions or uneven areas are marked, filled, and compacted to meet safety standards.

B. Baseball Field Maintenance

Baseball field maintenance includes mowing, watering, and fertilizing the outfield turf, as well as maintaining all plant areas surrounding the field. The infield skin is groomed regularly to ensure true ball roll. The grass warning track is maintained at 1.5 inches. Bullpens and the visitor bullpen area are overseeded and maintained to a high standard. The school provides grant funding for specialized improvements, with labor provided by the maintenance crew. Tree areas around the field are kept weed-free using pre-emergent herbicides and manual removal.

C. Softball Field Maintenance

The softball field receives equivalent care to the baseball field, with mowing, watering, and fertilizing tailored to the outfield turf. Plant beds around the field are maintained with bark mulch applied at school expense and labor provided. The infield is groomed for consistent play. The grass warning track is maintained at 1.5 inches. Weed control around perimeter fences and tree zones is performed monthly during the growing season.

D. Bullpen and Warning Track Maintenance

Grass is installed and maintained in the bullpen areas and in the visitor bullpen. The grass warning tracks on both baseball and softball fields are kept at a precise height of 1.5 inches with clean, sharp edges. Any bare spots are overseeded immediately to maintain a uniform surface. The school provides crushed granite

IV. Soil Management and Core Sampling

Core samples are collected and sent to a certified soil testing laboratory for all maintained lawn areas: the high school front, baseball field, softball field, and football field. Sampling is performed twice annually, in early spring (March) and late fall (November), to monitor nutrient levels, pH, organic matter content, and compaction. Results guide all fertilization, liming, and amendment decisions. Target soil pH is maintained between 6.0 and 6.8 for optimal nutrient availability. Phosphorus and potassium levels are adjusted based on test recommendations.

- **High school front lawn:** 4 composite samples per acre, 0-6 inch depth.
- **Football field:** 6 composite samples from playing surface, plus 2 from end zones.
- **Baseball field:** 4 composite samples from outfield, 2 from infield turf.
- **Softball field:** 4 composite samples from outfield, 2 from infield turf.

V. Invasive Weed Management Program

Invasive weeds and undesirable plants are sprayed twice per year by a licensed pesticide applicator to prevent the spread of noxious species. The first application occurs in mid-spring (April-May) targeting winter annuals and emerging perennials. The second application occurs in early fall (September-October) targeting summer annuals and biennials. Selective herbicides are used on turf areas to avoid damaging desirable grass species. Non-selective herbicides are used on fence lines, pavement edges, and around tree bases. All applications follow label rates and comply with state and local regulations. Post-application records including product name, rate, weather conditions, and area treated are maintained for compliance and reporting.

Weed Control Application Schedule

Application Window	Target Weeds	Product Type	Areas Treated
Spring (Apr-May)	Dandelion, Clover, Chickweed, Henbit	Selective broadleaf herbicide	All turf areas, flower beds, tree zones
Fall (Sep-Oct)	Crabgrass, Foxtail, Nutsedge, Thistle	Selective grass and broadleaf herbicide	All turf areas, fence lines, warning tracks
Spot treatment (as needed)	Canada Thistle, Poison Ivy, Bindweed	Non-selective systemic herbicide	Perimeter areas, tree zones, fence lines

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VI. Renovation and Overseeding Program

A. Drought-Resistant Seed Mix

All fields are overseeded annually in early fall (September) with a drought-resistant seed mix consisting of tall fescue and Kentucky bluegrass. The blend ratio is 80% tall fescue and 20% Kentucky bluegrass, providing deep rooting, wear tolerance, and rapid recovery. Seeding rates vary by area: football field at 6 lbs per 1000 sq ft, baseball and softball outfields at 5 lbs per 1000 sq ft, and the high school front lawn at 4 lbs per 1000 sq ft. After seeding, a starter fertilizer (10-20-10) is applied at 1.0 lb N per 1000 sq ft, and the area is irrigated lightly twice daily until germination is complete.

B. Football Field Leveling

Fill dirt is applied to the football field playing surface to correct uneven areas and depressions that pose a tripping hazard to athletes. The school provides the fill dirt, and the maintenance crew provides all labor for spreading, grading, and compacting. Leveling is performed during the off-season (June-July) to allow turf recovery before the fall playing season. Low spots are identified during spring field inspections, marked, filled with 0.5 to 1.0 inches of soil, seeded, and covered with erosion blanket where needed. The surface is laser-graded to a tolerance of 0.5 inches to ensure consistent drainage and playability.

VII. Flower Beds and Landscape Areas

All flower beds and plant areas around the high school ,Elementary School front entrance and around each athletic field are maintained to a high standard. Bark mulch is applied annually in spring, with the school covering the cost of materials and Double A Contract cutting covering all labor. Tree areas are kept weed-free using hand weeding and pre-emergent herbicides. Plant beds are inspected weekly during the growing season for weeds, pests, and disease. Deadheading and pruning are performed as needed to maintain a tidy appearance. The school front entrance beds feature a mix of perennial and annual plants selected for seasonal color and low water requirements. Beds around baseball, softball, and football fields are planted with native shrubs and ornamental grasses for low-maintenance appeal.

A minimum of two (2) times per fiscal year, the Contractor shall arrange for a licensed, certified pesticide applicator to apply herbicides to the Premises for the control of invasive weeds, including but not limited to blackberry, Scotch broom, and poison oak. All spraying activities shall strictly comply with ORS Chapter 634, OAR Chapter 603, and all applicable local regulations. The Contractor shall provide the District with a minimum of forty-eight (48) hours' advance written notice prior to any spraying application. Copies of the applicator's license and material safety data sheets (SDS) shall be provided to the District upon request.

2.3 Schedule and Frequency. Mowing, weed eating, and general maintenance services shall be performed on a regular schedule, approximately every five (5) to seven (7) days during the primary growing season (typically April through October). Services shall be performed less frequently during the dormant season as needed to maintain the Premises in a neat and orderly condition.

2.4 Performance Standards. All Services shall be performed in a professional, workmanlike manner consistent with prevailing industry standards for commercial landscape maintenance in the State of Oregon. The District's Facilities Manager or designee shall have the authority to conduct periodic inspections and shall notify the Contractor of any deficiencies. The Contractor shall correct any identified deficiencies within a reasonable timeframe, not to exceed five (5) business days.

3. COMPENSATION AND PAYMENT TERMS

3.1 Base Compensation. The District agrees to pay the Contractor a base compensation of sixty-five Thousand Dollars (~~\$65,000.00~~) for the full and faithful performance of the Services during the Fiscal Year 2026-2027 Term.

3.2 Negotiability. The Parties expressly acknowledge that the base compensation of ~~\$65,000.00~~ is negotiated and may be subject to adjustment. If the scope of the Premises or the defined Services is materially altered by either Party, the Parties shall negotiate in good faith an equitable adjustment to the compensation. Any agreed-upon adjustment to the compensation shall be executed as a written amendment to this Agreement signed by both Parties.

3.3 Payment Schedule. The District shall render payment in equal monthly installments of ~~\$5,416.66~~ for the duration of the Term.

3.5 Additional Services. Any services requested by the District that fall outside the defined Scope of Services, including but not limited to significant tree removal, major pruning of large trees requiring specialized equipment, or snow removal, shall be compensated at a mutually agreed upon rate. The Contractor's standard rate for such additional work is ~~\$[50]~~ per hour for labor, plus the cost of any materials or equipment rentals required.

4.1 Indemnification. To the fullest extent permitted by Oregon law, the Contractor agrees to indemnify, defend, and hold harmless the District, its officers, directors, employees, agents, and volunteers (the "Indemnitees") from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to the performance of the Services, provided that such claim is caused in whole or in part by any negligent act, omission, or willful misconduct of the Contractor, any subcontractor, or any person or entity directly or indirectly employed by the Contractor. This indemnification obligation shall survive the termination of this Agreement.

4.2 Safety and Compliance. The Contractor shall perform all Services in a safe manner and shall comply with all applicable Oregon Occupational Safety and Health Administration (OR-OSHA) standards, regulations, and requirements. The Contractor shall be solely responsible for the safety of its employees and subcontractors on the Premises.

5. RESPONSIBILITIES OF THE DISTRICT

5.1 Provision of Materials. The District shall provide, at no cost to the Contractor, all bark mulch required for application to landscape beds within the Premises. The Contractor shall be responsible for the proper application, spreading, and maintenance of said mulch within the designated landscape beds. The District shall make the mulch available for pickup at a designated storage location on the school grounds or shall arrange for its delivery to the Premises.

5.2 Access. The District shall provide the Contractor with reasonable access to the Premises during regular business hours and, if necessary, after hours or on weekends for the performance of the Services.

5.3 Utilities. The District shall provide, at no cost to the Contractor, reasonable access to electrical power and potable water sources located on the Premises for use in the performance of the Services.

5.4 Notification. The District shall promptly notify the Contractor of any school events, construction activities, utility work, or other conditions on the Premises that may affect the Contractor's ability to perform the Services.

7. GENERAL PROVISIONS

7.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the courts of Douglas County, Oregon, or the United States District Court for the District of Oregon.

7.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, representations, proposals, and agreements, whether written or oral.

7.3 Amendments. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties.

7.4 Assignment and Subcontracting. The Contractor shall not assign this Agreement or any interest herein, nor subcontract any portion of the Services, without the prior written consent of the District. Any attempted assignment or subcontracting without such consent shall be void and without legal effect.

7.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

7.6 Waiver. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it thereafter.

7.7 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail return receipt requested, or sent by electronic mail with confirmed receipt, addressed as follows:

If to the District:

Yoncalla School District #32

292 fifth street

Yoncalla, Oregon 97499

Attn: Superintendent or Business Manager

Email:

If to the Contractor:

Chad Ashbaugh, dba Double A Contract Cutting

1760 Elkhead rd

Yoncalla OR 97499

Email: cashbaugh86@gmail .com / mirandajdavis@yahoo.com

7.8 Force Majeure. Neither Party shall be held liable or responsible for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by an event beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, explosion, epidemic, pandemic, war, terrorism, civil unrest, strike, labor dispute, or governmental action.

9. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Landscape Maintenance Services Agreement as of the last date set forth below.

DISTRICT

Yoncalla School District #32

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Chad Ashbaugh, dba Double A Contract Cutting

By: _____

Name: Chad Ashbaugh

Title: Owner

Date: _____



STUDENT TRANSPORTATION SERVICES CONTRACT

Effective July 1, 2025



YONCALLA SCHOOL DISTRICT NO. 32
CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2025

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SECTION I TERMS AND CONDITIONS

1. **GENERAL**

This CONTRACT is entered into between the Yoncalla School District (DISTRICT) located at 292 Fifth St, Yoncalla, OR 97499 and Mid Columbia bus Co., Inc. (CONTRACTOR) located at PO Box 1108, Pendleton, OR 97801.

2. **LEGAL REQUIREMENTS**

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

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

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

A. ORS 279B.220 – Conditions concerning payment, contributions, liens, withholding

B. ORS 279B.235 – Conditions concerning hours of labor

C. ORS 279B.230 – Conditions concerning payment for medical care and providing worker's compensation

D. ORS 279B.020 – Maximum hours of labor on public contracts, holidays; exceptions.

3. **TERM**

This agreement shall be effective July 1, 2025 and shall continue in force and effect until the end of June 30, 2030, unless otherwise terminated as allowed by this contract. Effective July 1, 2025, this agreement supersedes and replaces any prior agreement concerning transportation between these parties. On or before February 15, 2030, the District shall have the option to renew this contract for an additional one to five-year period starting July 1, 2030. Contractor shall propose rates for the extension as part of the review and negotiation for the agreed upon additional time.

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4. **DISTRICT POLICIES**

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

5. **INSURANCE**

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

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

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

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

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

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

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

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

6. **HOLD HARMLESS**

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

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

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7. **FORCE MAJEURE**

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

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

8. **COMPLYING WITH GOVERNMENT AND/OR SCHOOL MANDATES**

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

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

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insurance is required by the federal government.

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

9. **ARBITRATION**

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

10. **INTEGRATION AND SEVERABILITY**

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

11. **CANCELLATION**

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

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

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

12. **FUNDING**

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

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13. ASSIGNMENT PROHIBITED

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

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SECTION II
SPECIFICATIONS:

1. GENERAL SCOPE

CONTRACTOR shall during the period hereinafter set forth, provide, and maintain the required number of school buses and bus drivers to transport conveniently, safely and reliably, all students designated by the DISTRICT to be served under the provisions of the contract. Such transportation shall be provided for regular home-to-school and special education (including school-to-school) transportation service for each and every day that the school is convened and, in addition, CONTRACTOR shall during the period of this agreement provide transportation for all students or other authorized personnel as may be required by the DISTRICT for field trips, excursions, athletic activities, extended school year, summer school, or any other purpose designated by the DISTRICT. The current school year is based on 151 days of school in which transportation is required.

2. VEHICLES

A. MAXIMUM ALLOWABLE BUS VEHICLE AGE:

Vehicles that exceed the following maximum age limits shall be replaced by new equivalent or better equipment throughout the term of the contract:

- | | | |
|--------------|--|--|
| (1) Gasoline | | ten (10) years (Avg age no more than 7) |
| (2) Diesel | | twelve (12) years (Avg age no more than 8) |

B. APPROVAL:

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

C. CONDITION AND MAINTENANCE:

CONTRACTOR shall keep all equipment used for the transportation of students in strict accordance with the State of Oregon and Federal standards and specifications for school buses. Such equipment shall be always maintained in safe and good mechanical order so as to pass the State School Bus Inspection. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance.

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CONTRACTOR shall administer on all buses and vehicles used by Contractin the transportation of students, an extensive preventative maintenance program which shall include the minimum:

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

D. FLEET SIZE:

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

- (1) Spare buses: Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reason of breakdown, maintenance, or emergency. CONTRACTOR shall keep ample spare buses and other equipment available to ensure that CONTRACTOR can provide uninterrupted student transportation service with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the DISTRICT. CONTRACTOR shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above. CONTRACTOR should plan larger spare numbers if required to meet these requirements. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

E. FLEET CHANGES

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

- (1) Deletion of buses: When the DISTRICT authorizes in writing the elimination of a vehicle from the DISTRICT approved fleet, CONTRACTOR shall remove the vehicle from the DISTRICT and discontinue associated charges as soon after the directive and authorization as possible but not to exceed sixty (60) days from date

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of directive and authorization.

- (2) Addition of buses: CONTRACTOR will provide additional buses as directed by the DISTRICT in writing within 90 days of written notification or sooner if possible. Where immediate response is required, CONTRACTOR will provide temporary vehicle(s) to accommodate the DISTRICT's request.
- (3) Changes in configuration of buses: CONTRACTOR may make recommendations for configuration changes in size of buses used, to include an outline of savings to the DISTRICT if changes were made. Any reconfiguration of fleet requires prior DISTRICT approval.

F. DISTRICT INSPECTION:

The DISTRICT retains the unrestricted right to inspect at any time the CONTRACTOR's facilities, buses, records, maintenance and operational procedures and driver training as well as other areas pertaining to compliance with contractual terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the CONTRACTOR shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the DISTRICT.

G. REQUIRED MODIFICATION OF BUSES:

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

H. RADIOS:

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

I. VIDEO/DIGITAL MONITORING EQUIPMENT:

All regular Home-to-School buses, Home-to-School spare buses, and Activity buses will be equipped for cameras and video or digital monitoring system. CONTRACTOR shall be responsible for maintaining and replacement of this equipment. CONTRACTOR is responsible for

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maintaining video recording on file for a minimum of ten (10) school days from the recording date, labeled with date and route data to allow easy access. CONTRACTOR is responsible for all installation of video/digital monitoring equipment.

3. **FACILITIES**

A. DISTRICT PROVIDED FACILITY:

The CONTRACTOR will utilize the facility at 292 Fifth Street in Yoncalla. The facility includes bus parking and unequipped maintenance and storage. Additional facility needs will be borne by the CONTRACTOR at its own cost. Monthly rent will be \$2,056.00. Increases will be yearly at the current CPI rate.

B. UTILITIES:

The CONTRACTOR is responsible for utilities.

C. CONTRACTOR RESPONSIBILITY:

The CONTRACTOR shall have full responsibility for equipping and maintaining the facility in good repair and appearance satisfactory to the DISTRICT and in compliance with all DISTRICT, city, county, state and federal laws and requirements, including but not limited to environmental requirements. The CONTRACTOR shall be responsible for all loss protection and liabilities associated with the facility. This statement does not limit any loss or liability requirements stated elsewhere in this Contract.

D. OTHER FACILITY COSTS:

The DISTRICT will be responsible for maintaining the building's roof. Any structural modifications to the facility and grounds must have prior approval by the DISTRICT. All other facility cost incurred are the responsibility of the contractor (i.e. portable restroom facilities, water coolers, etc.)

4. **ROUTES**

A. REGULAR HOME-TO-SCHOOL ROUTES:

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

B. SPECIAL EDUCATION:

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

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- (1) The CONTRACTOR shall be responsible for developing and coordinating Special Education routes. The CONTRACTOR will be responsible for communicating route information to both parents and schools.
- (2) The CONTRACTOR shall pick up and drop off Special Education students on the same side of the street where they reside. CONTRACTOR shall deliver the students to emergency locations whenever directed by the DISTRICT.
- (3) The DISTRICT shall provide the CONTRACTOR with names, addresses, number of students, and receiving schools for Special Education students who are to be picked up and returned. Information received by the CONTRACTOR from out of district schools and other groups we transport for (i.e., Early Intervention), will be forwarded to the DISTRICT.
- (4) CONTRACTOR shall maintain updated records as furnished by DISTRICT on each Special Education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall always have the above appropriate information for any given route with him/her when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines implementing PL 94-142 (as altered and re-authorized by PL 105-17), parallel state statutes, and shall not remain on the bus or vehicle unattended.
- (5) The DISTRICT reserves the authority to review and approve or modify these routes. In addition, The DISTRICT retains the right to transport Special Education Students (i.e., ambulance, taxi, etc.) at any time in the future.

C. ROUTE TESTING:

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

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D. ROUTE OWNERSHIP:

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

E. ROUTE NUMBERS:

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

F. PROBLEM SOLUTIONS:

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

G. ROUTE RESTRICTIONS:

In the designation and selection of routes, under this Agreement, CONTRACTOR shall be limited to operation of equipment on highways, roads and streets that are owned and maintained by the State of Oregon or any local municipality. However, the DISTRICT at its option may specify that CONTRACTOR shall operate over private roads which are maintained in a condition equal to that of the maintenance provided for public roads, given permission from property owners.

H. ROUTE CHANGES:

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

I. BUS LOAD LIMITS:

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

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5. **SCHEDULES**

A. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES:

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

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

B. SCHOOL SCHEDULES:

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

6. **STAFF**

A. CONTRACTOR STAFF:

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

- (1) CONTRACTOR shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during

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normal operating hours to be able to perform uninterrupted reliable on time service in case of emergencies, no-shows, and other exceptional circumstances.

- (2) The responsibility of selecting, hiring, training, supervising, and disciplining of drivers and all other employees shall rest upon the Contractor. In the selection and hiring process, the CONTRACTOR shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal, and safe driving record as may be allowed by law. The CONTRACTOR will be responsible for fingerprinting all employees that encounter students. The CONTRACTOR shall not knowingly employ anyone who has:
 - (a) A felony conviction within the past ten years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
 - (b) Conviction of DUI, manslaughter, leaving the scene of an accident, or driving with a suspended or revoked license.
 - (c) Conviction within the past two years of careless or reckless driving.
 - (d) Conviction of more than one offense in the past three years of speeding, violation of a traffic signal, or citation.
 - (e) A pattern of driving violations on the record.
 - (f) Drivers must meet all requirements of the Oregon Department of Education School Bus Drivers.
- (3) CONTRACTOR must have in place a program for mandatory drug testing/screening for all new hires, mandatory post-accident drug testing, and random testing for all employees.
- (4) The responsibility for hiring and discharging personnel in respect to all the foregoing shall rest entirely upon the CONTRACTOR and the CONTRACTOR agrees that it shall enter into no agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the Contractor's ability to comply with this requirement. The CONTRACTOR further agrees that the DISTRICT shall have the right by written order to require dismissal from the CONTRACTOR's employ or transfer of any person(s) or driver(s) in the CONTRACTOR's employ who in the opinion of the DISTRICT is not qualified for the job assigned or has failed to comply with the requirements and expectations of the DISTRICT, or who is not in compliance with this Contract, the District Policy or any government laws or regulations as related to his or her job in regard

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to any or all of the foregoing.

B. CONTRACTOR'S PERSONNEL:

(1) Site Manager:

- (a) CONTRACTOR shall provide an on-site manager with significant supervisory experience in the field of student transportation.
- (b) The DISTRICT shall have the right of final approval of the appointment of the on-site manager and to require dismissal of any non-driving personnel person who has not performed to the satisfaction of the DISTRICT. Unless otherwise authorized in writing by the DISTRICT, such replacement shall occur within 3 months of DISTRICT written direction for such replacement.
- (c) It is the expectation of the DISTRICT that the Onsite Manager assigned to administer this Contract with the DISTRICT will remain for the duration of the Contract if possible. The DISTRICT requires six months notification of any consideration of employment status change of the on-site manager that is under the control of the CONTRACTOR.
- (d) The on-site manager shall have the experience, skills, and necessary delegated authority to take responsibility for all requirements of the Contract and to speak fully for the Contractor. The DISTRICT'S expectation is that the on-site manager will have the ability to manage all phases of student transportation. The on-site manager skills will include computer literacy with word processing, spreadsheets, and electronic communication. The manager's duties will include all functions necessary for full administration of all Contract requirements. These shall include, but not be limited to, responding to parent concerns and complaints, coordinating with, and supporting individual schools, supporting, and helping implement DISTRICT programs for student behavior management, driver training, etc.

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

- (a) CONTRACTOR agrees to designate a safety and discipline officer, acceptable to the DISTRICT, who shall work with students, drivers, school personnel, and parents. The safety and discipline manager may

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also be the Site-Manager.

- (b) CONTRACTOR shall provide personnel sufficient for smooth operations of DISTRICT as required that understand maintenance requirements and standards applicable to the Oregon Department of Education.
- (c) CONTRACTOR agrees to supply a primary driver to each route bus. The driver shall perform all ordinary and usual requirements of the position of school bus driver, and other necessary tasks to meet the standards of service and performance under the terms of this agreement.
- (d) CONTRACTOR agrees to provide other staff as necessary to meet the service expectation of the Contract.

C. MINIMUM REQUIREMENTS OF DRIVERS:

- (1) CONTRACTOR shall permit subject school buses to be operated only by well-trained and competent drivers who hold valid CDL licenses and school bus driver's certificate issued by the State of Oregon Department of Education.
- (2) CONTRACTOR shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.
- (3) CONTRACTOR shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract shall be a driver assigned to a specific route(s) at the commencement of each school year and are normally expected to remain until the end of the school year. The CONTRACTOR may transfer drivers among routes whenever the interest of the students may be served but shall minimize such transfers throughout the year. The DISTRICT reserves the right to request a replacement or transfer of a driver for good cause.
- (4) The CONTRACTOR shall provide to the DISTRICT a sign compliance notification prior to the beginning of each school year and by March 15th, that: 1) all drivers have satisfactorily passed a

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pre-trip inspection and behind the wheel test, and 2) that the CONTRACTOR has in their files a copy of the criminal verification and driving record report for each driver along with a list of drivers waiting for approval.

- (5) A driver supervisor shall ride with every certified bus driver at least once each semester for the purpose of observing and evaluating their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, regulations, adherence to specified route schedules and times and method of student management. The CONTRACTOR will submit a report to the DISTRICT listing all drivers and their review dates. In addition, the DISTRICT may at any time have a representative ride with any driver of the CONTRACTOR for the purpose of observation to assure compliance with the terms and conditions of this agreement.

D. STAFFING HOURS: The CONTRACTOR shall have resident at their facilities a competent Manager. The on-site Manager or any CONTRACTOR employee filling in for the Manager in his/her absence shall be fully authorized to act on behalf of the CONTRACTOR. On-site Manager or other CONTRACTOR staff will be available until the last regular route bus returns to the bus facility at the end of the day on all days that buses are running on regular home-to-school routes, and on call at other times as required by activity trips.

E. EMERGENCY CONTACT: One or more emergency phone numbers must be provided to the DISTRICT where CONTRACTOR can be reached 24 hours a day, 7 days a week in case of emergency. The On-Site Manager must have a cellular phone.

F. APPAREL AND NAME TAGS:
The DISTRICT requires that all employees of CONTRACTOR be issued name tags to be worn while on duty in providing service to the DISTRICT. The DISTRICT also requires that all CONTRACTOR staff maintain a professional appearance for the duties, in accordance with standards to be worked out with the DISTRICT.

7. REPORTS

A. DISCIPLINE AND HEALTH:
CONTRACTOR shall provide the DISTRICT within twenty-four (24) hours student incident reports of behavioral, disciplinary, or health

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problems that arise during bus trips. For urgent situations, phone contact with the DISTRICT, will be made immediately.

B. ACCIDENT:

- (1) CONTRACTOR shall notify the DISTRICT Transportation Manager or designee immediately by telephone of any vehicle accident or injury.
- (2) The CONTRACTOR will provide within two hours of an accident the number of students and staff on the bus at the time of the accident, their full names, and their seating position on the bus, where applicable.
- (3) The CONTRACTOR will provide any additional information to the DISTRICT as required in DISTRICT Policies and Procedures.
- (4) CONTRACTOR shall forward within twenty-four (24) hours of each accident where an injury is sustained a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident and filed according to State law and regulations.

C. DAILY BUS REPORT (DBR):

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

D. BUS DRIVER INFORMATION REPORTS:

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

E. BOOKS:

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

F. STATE REPORTS:

CONTRACTOR shall furnish to the DISTRICT copies of all transportation reports to the State of Oregon. This will include annual preparation in

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

G. INSPECTION/CERTIFICATION REPORTS:

CONTRACTOR shall, by June 1 of each year, provide written lists of all Contract buses and vehicles including year, make, size, and specifications to be used for student transportation by the CONTRACTOR or a letter from a manufacturer committing that buses will be available in Portland, Oregon by August 15 of the subject year. Prior to DISTRICT approval, the CONTRACTOR shall pre-inspect all the above buses, vehicles and provide the DISTRICT with complete copies of the Oregon Annual Vehicle Inspection/Maintenance and Certification (Forms 581-2255 and 581-2256C) by August 15 of the subject year or no later than ten working days prior to their use by the contractor for student transportation. CONTRACTOR shall correct all discrepancies within two weeks and notify the DISTRICT in writing of the same.

H. MONTHLY REVIEW:

CONTRACTOR's on-site manager shall meet with DISTRICT designated personnel once a month, no later than 15th of the month, to report on achievements, areas of concern, activities performed in compliance with the Contract and information of interest regarding news and changes in the school transportation industry.

I. MONTHLY SUMMARY REPORT:

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

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

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J. DISTRICT MEETINGS:

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

K. ANNUAL PRESENTATION:

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

L. MONTHLY BILLING:

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

8. COOPERATION

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

A. INQUIRIES ABOUT DRIVERS AND STUDENT PROBLEMS:

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

B. INQUIRIES ABOUT ROUTES AND BUS STOPS:

CONTRACTOR will be responsible, if requested by the DISTRICT, for answering inquiries from the public regarding routes, schedules and the various questions that arise daily regarding runs in progress.

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Serious problems or potentially sensitive issues or situations should be brought to the attention of the DISTRICT Transportation Manager or, in his/her absence or unavailability, to another appropriate Central Office administrator.

C. COURTESY AND PATIENCE:

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

D. STAFF/DRIVER MEETINGS:

Joint meetings for training and open exchange between DISTRICT staff and Drivers will be held at every two months at a minimum. It is mandatory that all CONTRACTOR drivers and staff attend these meetings unless excused by the DISTRICT. The CONTRACTOR and its drivers shall work in support of DISTRICT policies and strategies regarding interaction with students and handling of behavioral problems. It is essential that the DISTRICT and the CONTRACTOR establish open and constructive communications. This important relationship will also be a major factor in the DISTRICT's evaluation of CONTRACTOR performance.

9. SAFETY PROGRAM

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

- A.** CONTRACTOR shall administer a satisfactory safety program, which shall conform to the requirements of the State of Oregon and includes, but is not limited to, a regularly scheduled safety meeting for contractor's personnel. It shall also include a school bus safety and training program for students.
- B.** The CONTRACTOR will develop and maintain, with DISTRICT approval, a written emergency crisis plans that addresses transportation emergencies in conjunction with the DISTRICT's Emergency Plan. The CONTRACTOR will instruct all its employees of the content of both the CONTRACTOR and the DISTRICT's emergency plans. This plan shall be submitted to the DISTRICT and requires DISTRICT approval prior to implementation.

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- C. CONTRACTOR shall be available to make a bus safety presentation to classes of students in grades K-8 within the DISTRICT as advised and directed by the DISTRICT. These presentations will be in addition to the Emergency Evacuation Drill sessions required by the State of Oregon. In addition, assemblies and large group presentations will be presented as requested by individual principals.

10. **INCLEMENT WEATHER**

The CONTRACTOR shall operate during inclement weather conditions unless routes are canceled by the DISTRICT. CONTRACTOR shall provide in a timely manner for appropriate equipment (chains and snow tires), trained personnel, and shall implement DISTRICT defined alternate routes as necessary to operate under such conditions. The DISTRICT shall have the sole responsibility of altering bus routes to snow routes or canceling bus service for that day. To ensure that the district is able to make a sound decision pertaining to the cancellation or alteration of bus routes the CONTRACTOR is required to travel and inspect all designated roads during inclement weather and consult with the DISTRICT and/or designated Administrator regarding road conditions prior to 5:30 AM. Should bus services be required, CONTRACTOR agrees that it will abide by the decision of the DISTRICT and will operate the routes as normally as possible. During the fall of each year, CONTRACTOR shall meet with the DISTRICT to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

11. **STUDENT BUS CONDUCT**

A. **DRIVER TRAINING AND CONSISTENCY:**

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

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B. BEHAVIOR PROBLEMS:

CONTRACTOR shall follow DISTRICT procedures in reporting student behavior problems relative to the buses to the building principal or his/her office. All disciplinary matters will be handled in strict accordance with the DISTRICT policy. It is the responsibility of the CONTRACTOR to implement and follow through with all student's disciplinary action including but not limited to issuing misconduct citations, following through with revoked bus riding privileges, meeting with parents, and communicating with principals and school district counselors concerning student behavior. Drivers are responsible for filling out bus citations, communicating with the DISTRICT, supporting principals' actions and meeting with principals and parents when necessary. A procedure shall be developed, subject to the approval of the DISTRICT, to report defined cases of student misbehavior on buses to the building principal or his office. All disciplinary matters will be handled in accordance with the DISTRICT policy, including acts of vandalism to the buses.

C. COMMUNICATIONS:

- (1) In addition to, and as an important supplement to other forms of communication between CONTRACTOR and the DISTRICT, Contractor's drivers and DISTRICT's principals shall establish direct communications to assure the timeliest awareness of and solution to problems.
- (2) CONTRACTOR shall be responsible for answering all calls related to drivers and student problems. CONTRACTOR is expected to work with building staff in individual school buildings in resolution of problems with students. DISTRICT will be available for calls that cannot be satisfactorily resolved by the contractor.

12. DISTRICT PERSONNEL DRIVERS

- A.** In certain circumstances the DISTRICT may desire its staff to operate type 10, type 20 vehicles to transport students. The CONTRACTOR shall allow qualified DISTRICT personnel to drive such contractor vehicles for field trips, excursions, school projects, activities, sports, and other DISTRICT approved activities. In such cases, no driver charge will be made by CONTRACTOR to DISTRICT. DISTRICT personnel assigned to drive contractor vehicles shall meet all CONTRACTOR approval. DISTRICT will ensure for negligent acts of district drivers and vehicle damage while operated by DISTRICT qualified drivers under the DISTRICT'S hired vehicles policy. CONTRACTOR shall be responsible for vehicle fuel cost.

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- B.** CONTRACTOR agrees, by separate fee to DISTRICT, to provide the following service for approved DISTRICT staff who desire to operate type 10, 20 or district vehicles:
- (1) CONTRACTOR shall provide the necessary classroom instruction to qualify DISTRICT personnel to legally operate such vehicles.
 - (2) CONTRACTOR must also provide, upon reasonable notice, the necessary behind-the-wheel training required of those persons who have completed the classroom instruction.
 - (3) CONTRACTOR shall be obligated to notify the Department of Education as to those qualified to drive such vehicles as well as initiate drivers' records checks and maintain a current and accurate list of qualified drivers.

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**SECTION III
COSTS**

1. COST/FEE STRUCTURE:

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

A. RATE BASED FEES COST EFFICIENCIES:

- (1) Included Costs: This category is intended to pick up the costs associated with home-to-school routes, special education routes, activity trips and other miscellaneous transportation of students. Examples include rate based costs including: driver wages and benefits, bus and bus equipment depreciation of costs and supplies associated with vehicle maintenance. Rate Based Fee costs should exclude fixed costs defined above.
- (2) Rates may be established as daily, hourly or combination thereof for activity where students are transported.
- (3) Rate fees may not be charged for items such as state mandated drills, driver training, or test route driving.
- (4) CONTRACTOR will also provide individual fee rates for training district staff as previously specified in this document.
- (5) Overnight Charges: The CONTRACTOR will be allowed to charge an overnight charge for a DISTRICT trip that requires an overnight stay. The overnight charge shall be defined in Addendum A. Should the DISTRICT arrange for the overnight lodging for the CONTRACTOR'S driver and pay for it, there will be no charge by the CONTRACTOR.

2. FUEL COSTS

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

- (1) Purchase of Fuel: The CONTRACTOR shall purchase, pay for, and dispense all fuel required. The CONTRACTOR shall obtain competitive quotes on all fuel purchased.
- (2) Following are considerations to be used by CONTRACTOR for the purpose of calculating fuel costs as a part of this contract. The CONTRACTOR's per mile

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rates listed on the attached rate pages shall be computed from a base diesel and gasoline fuel rate of \$2.25 per gallon. This base rate excludes the cost of both state and federal fuels tax. The exclusion of these taxes, in calculating the fuel base, shall remain in effect as long as CONTRACTOR qualifies for tax-exempt status in the purchase of motor fuel product.

- (3) CONTRACTOR's per mile rate as set forth in Addendum A shall be adjusted on each monthly invoice based on the following:
 - (a) Per Mile Rate: For each \$0.025 increase or decrease in the cost of fuel to the CONTRACTOR, this rate will likewise increase or decrease by \$0.005. The fuel rate page is attached in Addendum A.

B. CONTRACTOR CHARTER WORK:

The DISTRICT recognizes that the CONTRACTOR will be providing transportation for charter work and CONTRACTOR business that is unrelated to services provided to the DISTRICT. It is essential that the DISTRICT and the CONTRACTOR develop an accurate system to track this fuel so that the DISTRICT is only paying for fuel used in service to the DISTRICT. The CONTRACTOR is totally responsible for fuel used for non-district transportation. It is imperative that it be understood the DISTRICT will not be selling fuel to the Contractor. Buses used (contracted) to outside users is permitted, but the DISTRICT will receive compensation for this use. District will receive credit on a per mile basis for charter work that utilizes fleet designated for DISTRICT Contract.

3. COMPENSATION:

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

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**CONTRACT FOR
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EFFECTIVE JULY 1, 2025**

4. OTHER PRICING NOTES

A. CPI

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

- For School Year 2025-2026, a set 7% increase will be levied to rates.
- For School Year 2026-2027, a set 7% increase will be levied to rates.
- For subsequent years of the contract, the standard CPI will be used. If the average CPI is less than 3.5%, the increase will be no less than 3.5%

B. SCHOOL DAY OR ROUTE CANCELLATIONS:

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

C. OTHER TEMPORARY ROUTE CHANGES:

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

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

- E. MONTHLY BILLING:** In addition to the monthly billing the CONTRACTOR will submit to the DISTRICT an electronic file of all billing support information. The content and format will be determined by the DISTRICT.

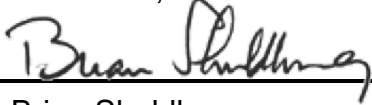
- F. COST EFFICIENCIES:** DISTRICT and CONTRACTOR shall meet from time to time during the life of the Contract to discuss creative, effective, and efficiencies in operations. Any proposed changes resulting from these meetings will require prior DISTRICT written approval.

YONCALLA SCHOOL DISTRICT NO. 32

**CONTRACT FOR
STUDENT TRANSPORTATION SERVICES
EFFECTIVE JULY 1, 2025**

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

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



Brian Shuldberg
Region Vice President

Date:

Yoncalla School District
292 Fifth Street
Yoncalla, OR 97499

Brian Berry
Superintendent

Date:

**YONCALLA SCHOOL DISTRICT NO. 32
TRANSPORTATION RATES
2025-2026**

HOME-TO-SCHOOL BUS RATES

Rate Per Mile

\$8.266

PRESCHOOL BUS RATES

Rate Per Mile

\$5.677

SUPPLEMENTAL #1

FIELD TRIP/ACTIVITY BUS RATES

Rate Per Mile

\$3.34

If Midco drives T20 Rate Per Hr

\$34.95

MOTORCOACH RATES

Rate Per Mile

\$4.23

Midco Rent Payment

Rate Per Month

\$2,056.00

	MID COLUMBIA BUS CO., INC.				MID COLUMBIA BUS CO., INC.				
	FUEL RATES/MILEAGE RATES				FUEL RATES/MILEAGE RATES				
YONCALLA SCHOOL DISTRICT NO. 32 YONCALLA SCHOOL DISTRICT NO. 32 PRESCHOOL RO									
	2024/2025 SCHOOL YEAR					2024/2025 SCHOOL YEAR			
(EXCLUDES STATE AND FEDERAL TAXES ON FUEL)					(EXCLUDES STATE AND FEDERAL TAXES ON FUEL)				
			HOME TO					HOME TO	
			SCHOOL					SCHOOL	
	UNLEAD	DIESEL	MILEAGE			UNLEAD	DIESEL	MILEAGE	
FUEL COS		FUEL COS	RATE		FUEL COS		FUEL COS	RATE	
	\$1.375	\$1.375	\$8.091			\$1.375	\$1.375	\$5.502	
	\$1.400	\$1.400	\$8.096			\$1.400	\$1.400	\$5.507	
	\$1.425	\$1.425	\$8.101			\$1.425	\$1.425	\$5.512	
	\$1.450	\$1.450	\$8.106			\$1.450	\$1.450	\$5.517	
	\$1.475	\$1.475	\$8.111			\$1.475	\$1.475	\$5.522	
	\$1.500	\$1.500	\$8.116			\$1.500	\$1.500	\$5.527	
	\$1.525	\$1.525	\$8.121			\$1.525	\$1.525	\$5.532	
	\$1.550	\$1.550	\$8.126			\$1.550	\$1.550	\$5.537	
	\$1.575	\$1.575	\$8.131			\$1.575	\$1.575	\$5.542	
	\$1.600	\$1.600	\$8.136			\$1.600	\$1.600	\$5.547	
	\$1.625	\$1.625	\$8.141			\$1.625	\$1.625	\$5.552	
	\$1.650	\$1.650	\$8.146			\$1.650	\$1.650	\$5.557	
	\$1.675	\$1.675	\$8.151			\$1.675	\$1.675	\$5.562	
	\$1.700	\$1.700	\$8.156			\$1.700	\$1.700	\$5.567	
	\$1.725	\$1.725	\$8.161			\$1.725	\$1.725	\$5.572	
	\$1.750	\$1.750	\$8.166			\$1.750	\$1.750	\$5.577	
	\$1.775	\$1.775	\$8.171			\$1.775	\$1.775	\$5.582	
	\$1.800	\$1.800	\$8.176			\$1.800	\$1.800	\$5.587	
	\$1.825	\$1.825	\$8.181			\$1.825	\$1.825	\$5.592	
	\$1.850	\$1.850	\$8.186			\$1.850	\$1.850	\$5.597	
	\$1.875	\$1.875	\$8.191			\$1.875	\$1.875	\$5.602	
	\$1.900	\$1.900	\$8.196			\$1.900	\$1.900	\$5.607	
	\$1.925	\$1.925	\$8.201			\$1.925	\$1.925	\$5.612	
	\$1.950	\$1.950	\$8.206			\$1.950	\$1.950	\$5.617	
	\$1.975	\$1.975	\$8.211			\$1.975	\$1.975	\$5.622	
	\$2.000	\$2.000	\$8.216			\$2.000	\$2.000	\$5.627	
	\$2.025	\$2.025	\$8.221			\$2.025	\$2.025	\$5.632	
	\$2.050	\$2.050	\$8.226			\$2.050	\$2.050	\$5.637	
	\$2.075	\$2.075	\$8.231			\$2.075	\$2.075	\$5.642	
	\$2.100	\$2.100	\$8.236			\$2.100	\$2.100	\$5.647	
	\$2.125	\$2.125	\$8.241			\$2.125	\$2.125	\$5.652	
	\$2.150	\$2.150	\$8.246			\$2.150	\$2.150	\$5.657	
	\$2.175	\$2.175	\$8.251			\$2.175	\$2.175	\$5.662	
	\$2.200	\$2.200	\$8.256			\$2.200	\$2.200	\$5.667	
	\$2.225	\$2.225	\$8.261			\$2.225	\$2.225	\$5.672	
BASE	\$2.250	\$2.250	\$8.266		BASE	\$2.250	\$2.250	\$5.677	
	\$2.275	\$2.275	\$8.271			\$2.275	\$2.275	\$5.682	
	\$2.300	\$2.300	\$8.276			\$2.300	\$2.300	\$5.687	
	\$2.325	\$2.325	\$8.281			\$2.325	\$2.325	\$5.692	
	\$2.350	\$2.350	\$8.286			\$2.350	\$2.350	\$5.697	
	\$2.375	\$2.375	\$8.291			\$2.375	\$2.375	\$5.702	
	\$2.400	\$2.400	\$8.296			\$2.400	\$2.400	\$5.707	

	\$2.425	\$2.425	\$8.301			\$2.425	\$2.425	\$5.712	
	\$2.450	\$2.450	\$8.306			\$2.450	\$2.450	\$5.717	
	\$2.475	\$2.475	\$8.311			\$2.475	\$2.475	\$5.722	
	\$2.500	\$2.500	\$8.316			\$2.500	\$2.500	\$5.727	
	\$2.525	\$2.525	\$8.321			\$2.525	\$2.525	\$5.732	
	\$2.550	\$2.550	\$8.326			\$2.550	\$2.550	\$5.737	
	\$2.575	\$2.575	\$8.331			\$2.575	\$2.575	\$5.742	
	\$2.600	\$2.600	\$8.336			\$2.600	\$2.600	\$5.747	
	\$2.625	\$2.625	\$8.341			\$2.625	\$2.625	\$5.752	
	\$2.650	\$2.650	\$8.346			\$2.650	\$2.650	\$5.757	
	\$2.675	\$2.675	\$8.351			\$2.675	\$2.675	\$5.762	
	\$2.700	\$2.700	\$8.356			\$2.700	\$2.700	\$5.767	
	\$2.725	\$2.725	\$8.361			\$2.725	\$2.725	\$5.772	
	\$2.750	\$2.750	\$8.366			\$2.750	\$2.750	\$5.777	
	\$2.775	\$2.775	\$8.371			\$2.775	\$2.775	\$5.782	
	\$2.800	\$2.800	\$8.376			\$2.800	\$2.800	\$5.787	
	\$2.825	\$2.825	\$8.381			\$2.825	\$2.825	\$5.792	
	\$2.850	\$2.850	\$8.386			\$2.850	\$2.850	\$5.797	
	\$2.875	\$2.875	\$8.391			\$2.875	\$2.875	\$5.802	
	\$2.900	\$2.900	\$8.396			\$2.900	\$2.900	\$5.807	
	\$2.925	\$2.925	\$8.401			\$2.925	\$2.925	\$5.812	
	\$2.950	\$2.950	\$8.406			\$2.950	\$2.950	\$5.817	
	\$2.975	\$2.975	\$8.411			\$2.975	\$2.975	\$5.822	
	\$3.000	\$3.000	\$8.416			\$3.000	\$3.000	\$5.827	
	\$3.025	\$3.025	\$8.421			\$3.025	\$3.025	\$5.832	
	\$3.050	\$3.050	\$8.426			\$3.050	\$3.050	\$5.837	
	\$3.075	\$3.075	\$8.431			\$3.075	\$3.075	\$5.842	
	\$3.100	\$3.100	\$8.436			\$3.100	\$3.100	\$5.847	
	\$3.125	\$3.125	\$8.441			\$3.125	\$3.125	\$5.852	
	\$3.150	\$3.150	\$8.446			\$3.150	\$3.150	\$5.857	
	\$3.175	\$3.175	\$8.451			\$3.175	\$3.175	\$5.862	
	\$3.200	\$3.200	\$8.456			\$3.200	\$3.200	\$5.867	
	\$3.225	\$3.225	\$8.461			\$3.225	\$3.225	\$5.872	
	\$3.250	\$3.250	\$8.466			\$3.250	\$3.250	\$5.877	
	\$3.275	\$3.275	\$8.471			\$3.275	\$3.275	\$5.882	
	\$3.300	\$3.300	\$8.476			\$3.300	\$3.300	\$5.887	
	\$3.325	\$3.325	\$8.481			\$3.325	\$3.325	\$5.892	
	\$3.350	\$3.350	\$8.486			\$3.350	\$3.350	\$5.897	
	\$3.375	\$3.375	\$8.491			\$3.375	\$3.375	\$5.902	
	\$3.400	\$3.400	\$8.496			\$3.400	\$3.400	\$5.907	
	\$3.425	\$3.425	\$8.501			\$3.425	\$3.425	\$5.912	
	\$3.450	\$3.450	\$8.506			\$3.450	\$3.450	\$5.917	
	\$3.475	\$3.475	\$8.511			\$3.475	\$3.475	\$5.922	
	\$3.500	\$3.500	\$8.516			\$3.500	\$3.500	\$5.927	
	\$3.525	\$3.525	\$8.521			\$3.525	\$3.525	\$5.932	
	\$3.550	\$3.550	\$8.526			\$3.550	\$3.550	\$5.937	
	\$3.575	\$3.575	\$8.531			\$3.575	\$3.575	\$5.942	
	\$3.600	\$3.600	\$8.536			\$3.600	\$3.600	\$5.947	
	\$3.625	\$3.625	\$8.541			\$3.625	\$3.625	\$5.952	
	\$3.650	\$3.650	\$8.546			\$3.650	\$3.650	\$5.957	
	\$3.675	\$3.675	\$8.551			\$3.675	\$3.675	\$5.962	
	\$3.700	\$3.700	\$8.556			\$3.700	\$3.700	\$5.967	
	\$3.725	\$3.725	\$8.561			\$3.725	\$3.725	\$5.972	
	\$3.750	\$3.750	\$8.566			\$3.750	\$3.750	\$5.977	
	\$3.775	\$3.775	\$8.571			\$3.775	\$3.775	\$5.982	
	\$3.800	\$3.800	\$8.576			\$3.800	\$3.800	\$5.987	
	\$3.825	\$3.825	\$8.581			\$3.825	\$3.825	\$5.992	
	\$3.850	\$3.850	\$8.586			\$3.850	\$3.850	\$5.997	

	\$3.875	\$3.875	\$8.591			\$3.875	\$3.875	\$6.002	
	\$3.900	\$3.900	\$8.596			\$3.900	\$3.900	\$6.007	
	\$3.925	\$3.925	\$8.601			\$3.925	\$3.925	\$6.012	
	\$3.950	\$3.950	\$8.606			\$3.950	\$3.950	\$6.017	
	\$3.975	\$3.975	\$8.611			\$3.975	\$3.975	\$6.022	
	\$4.000	\$4.000	\$8.616			\$4.000	\$4.000	\$6.027	
	\$4.025	\$4.025	\$8.621			\$4.025	\$4.025	\$6.032	
	\$4.050	\$4.050	\$8.626			\$4.050	\$4.050	\$6.037	
	\$4.075	\$4.075	\$8.631			\$4.075	\$4.075	\$6.042	
	\$4.100	\$4.100	\$8.636			\$4.100	\$4.100	\$6.047	
	\$4.125	\$4.125	\$8.641			\$4.125	\$4.125	\$6.052	
	\$4.150	\$4.150	\$8.646			\$4.150	\$4.150	\$6.057	
	\$4.175	\$4.175	\$8.651			\$4.175	\$4.175	\$6.062	
	\$4.200	\$4.200	\$8.656			\$4.200	\$4.200	\$6.067	
	\$4.225	\$4.225	\$8.661			\$4.225	\$4.225	\$6.072	
	\$4.250	\$4.250	\$8.666			\$4.250	\$4.250	\$6.077	
	\$4.275	\$4.275	\$8.671			\$4.275	\$4.275	\$6.082	
	\$4.300	\$4.300	\$8.676			\$4.300	\$4.300	\$6.087	
	\$4.325	\$4.325	\$8.681			\$4.325	\$4.325	\$6.092	
	\$4.350	\$4.350	\$8.686			\$4.350	\$4.350	\$6.097	
	\$4.375	\$4.375	\$8.691			\$4.375	\$4.375	\$6.102	
	\$4.400	\$4.400	\$8.696			\$4.400	\$4.400	\$6.107	
	\$4.425	\$4.425	\$8.701			\$4.425	\$4.425	\$6.112	
	\$4.450	\$4.450	\$8.706			\$4.450	\$4.450	\$6.117	
	\$4.475	\$4.475	\$8.711			\$4.475	\$4.475	\$6.122	
	\$4.500	\$4.500	\$8.716			\$4.500	\$4.500	\$6.127	
	\$4.525	\$4.525	\$8.721			\$4.525	\$4.525	\$6.132	
	\$4.550	\$4.550	\$8.726			\$4.550	\$4.550	\$6.137	
	\$4.575	\$4.575	\$8.731			\$4.575	\$4.575	\$6.142	
	\$4.600	\$4.600	\$8.736			\$4.600	\$4.600	\$6.147	
	\$4.625	\$4.625	\$8.741			\$4.625	\$4.625	\$6.152	
	\$4.650	\$4.650	\$8.746			\$4.650	\$4.650	\$6.157	
	\$4.675	\$4.675	\$8.751			\$4.675	\$4.675	\$6.162	
	\$4.700	\$4.700	\$8.756			\$4.700	\$4.700	\$6.167	
	\$4.725	\$4.725	\$8.761			\$4.725	\$4.725	\$6.172	
	\$4.750	\$4.750	\$8.766			\$4.750	\$4.750	\$6.177	
	\$4.775	\$4.775	\$8.771			\$4.775	\$4.775	\$6.182	
	\$4.800	\$4.800	\$8.776			\$4.800	\$4.800	\$6.187	
	\$4.825	\$4.825	\$8.781			\$4.825	\$4.825	\$6.192	
	\$4.850	\$4.850	\$8.786			\$4.850	\$4.850	\$6.197	
	\$4.875	\$4.875	\$8.791			\$4.875	\$4.875	\$6.202	
	\$4.900	\$4.900	\$8.796			\$4.900	\$4.900	\$6.207	
	\$4.925	\$4.925	\$8.801			\$4.925	\$4.925	\$6.212	
	\$4.950	\$4.950	\$8.806			\$4.950	\$4.950	\$6.217	
	\$4.975	\$4.975	\$8.811			\$4.975	\$4.975	\$6.222	
	\$5.000	\$5.000	\$8.816			\$5.000	\$5.000	\$6.227	

September 16, 2026

PROFESSIONAL SERVICES CONTRACT

Thank you for retaining **Garrett Hemann Robertson P.C.** ("Firm") to provide Yoncalla School District ("Client") legal services in this matter. This Professional Services Contract ("Contract") will set forth our agreement regarding the scope of the Firm's representation and the payment of the Firm's fees and costs.

1. Client and Scope of Matter: The Firm will represent Client in connection with general legal matters. Client understands that the Firm does not represent individual District employees or board members.

2. Attorney's Fees and Costs: Client understands and agrees that the Firm will charge a current hourly rate for attorney services at \$335. Other staff will be billed at \$160 per hour. The Firm retains the right to increase the hourly rates set forth above from time to time.

3. Billing Information: The Firm bills in minimum increments of one-tenth (.1) per hour. Unless otherwise agreed, the Firm will provide monthly statements with descriptions identifying the date of service and the time spent in rendering such services. The Firm recommends that you treat our invoices as confidential documents and safeguard them appropriately to protect attorney-client privilege.

4. Minimum Billings: The Firm charges a minimum billing rate at the above-noted hourly rate for the following identified services: phone call (.2 hour), email (.2 hour), and court appearances (1.0 hour). These time allocations are minimum only and may be exceeded when the time exceeds the minimum amount.

5. Costs: Client agrees to pay all costs and disbursements, including filing fees, service fees, court reporter fees for depositions and hearings, trial court fees, photocopying costs, long-distance telephone calls, excessive postage, witness fees, appraisals, expert fees, necessary travel expenses, and other out-of-pocket costs and expenses related to Client's case. Client will be responsible for paying all such costs at the time they are incurred. Although Firm may, from time to time in its sole discretion, advance these costs and seek reimbursement from Client from the advance deposit or otherwise, Client understands that Firm may decline to do so and is specifically authorized to ask Client to pay costs directly.

6. Late Charges: Client understands that payment is due in full within 30 days of the Firm's monthly statement. Any past due account will incur a late payment charge computed at 1.5% per month of the unpaid balance, from 30 days after the statement date. That late payment charge will be added to the balance due on Client's account.

7. Termination and Withdrawal: Client may terminate the Firm's services at any time, but Firm requests Client provide oral and written notification to avoid any confusion or miscommunication. Client's decision to terminate Firm's services does not affect Client's obligation to pay for legal services and expenses incurred up to the time of termination. If the Firm is attorney of record for Client when it receives a termination notice, Client agrees promptly to authorize the Firm to file a Substitution or Withdrawal of Counsel.

Consistent with the Oregon Rules of Professional Conduct, the Firm reserves the right to withdraw as counsel for Client. The Firm will provide prompt notice, orally and in writing. Upon termination of Firm's representation, the Firm will issue an invoice for all fees and costs that are due. Notwithstanding the Firm's withdrawal, Client remains responsible for fees and costs incurred to that point.

After Firm's representation is terminated, Firm does not have a continuing obligation to advise Client concerning subsequent legal developments that might have a bearing on Client's affairs generally or, after completion of this matter, subsequent legal developments related to or that might have a bearing on the specific subject matter of Firm's representation.

8. Management and Storage of Discovery Data. The Firm may use electronic discovery management software to process, analyze, produce, and store discovery data cost-effectively. Client agrees to pay all fees charged by third-party vendors for these services, which include a per-gigabyte (GB) per-month data storage fee. For billing purposes, stored data will be rounded up to the next whole gigabyte. The Firm reserves the right to automatically increase this fee when fees are increased by the Firm's vendors. Any such increase will be reflected in Client's monthly billing statement.

9. File Retention/Destruction: At Client's request, original documents or tangible property that Client has provided to Firm will be returned promptly upon receipt of payment for any outstanding fees and costs. The Firm reserves the right to destroy or otherwise dispose of any of the original documents or tangible property that Client has provided to Firm but has not requested to be returned after termination of the engagement within a reasonable time after its termination without further notice to Client. To the extent that Client would like copies of those portions of Firm's file that are external correspondence, pleadings, or related documents previously furnished to Client, Firm will be pleased to provide them to Client at the cost of retrieval and duplication, so long as Firm retains them.

Client agrees that all internal files generated during the course of Firm's representation will be and remain the property of the firm. Client specifically authorizes the Firm to create an electronic-only copy of the file for retention, and to shred and destroy any paper documents in the file. These Firm files may include, for example, internal e-mails, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as any internal lawyers' work product, such as drafts, notes, internal memorandums, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, Firm reserves the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to Client.

10. Email Communication Notice Regarding Confidentiality: Client understands that the Firm generally uses unencrypted email communications. Please specifically provide the Firm notice of any communications that you would request be sent in an encrypted format. In addition, if the Firm is representing Client on a personal matter, please provide the Firm with Client's personal email address and not Client's work-related email address. This is the best way to preserve the attorney-client privilege. Further, if this is a personal matter, the Firm recommends that Client does not read, download, or respond to attorney-client email while at work. The safest course of action is to use Client's own computer or device, not Client's employer's computer equipment, to access personal email—even if the Client is looking at a personal email account stored in the cloud.

11. Consent to In-House Attorney-Client Privilege: From time to time, issues may appear that raise questions as to Firm's duties under the ethical rules that apply to lawyers. These might include, for example, conflict of interest issues and could even include issues raised because of a dispute between the Firm and a client over the handling of a matter. Under normal circumstances, when such issues arise, a lawyer assigned may seek the advice of the Firm's in-house general counsel (or his or her delegate), who has been given the responsibility within the Firm for providing legal advice in such matters.

Under Oregon law, such consultation is protected by the Firm's in-house attorney-client privilege, but that may not be the case under the law of other jurisdictions. We believe that it is in our clients' interests, as well as the Firm's interests, to make sure that a consistent rule applies Firm-wide and to all engagements. Accordingly, Client agrees that if the Firm determines in its own discretion during the course of this representation that it is appropriate to consult with the Firm's counsel (either in-house general counsel or outside counsel), the Firm has Client's consent to do so and Firm's contemporaneous representation of Client will not result in a waiver or an invalidation of the in-house attorney-client privilege.

12. Mediation: If a dispute arises out of or relating to any aspect of this Agreement between Firm and Client, whether the claim is legal, equitable, tort or contract related, and if the dispute cannot be settled through negotiation, Firm and Client agree to first try in good faith to settle the dispute by private mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties.

Acknowledgment

Client has read this agreement, knows and understands its terms and agrees with all of them. There are no verbal agreements modifying or expanding this agreement. Client acknowledges receiving a copy of this contract.

Garrett Hemann Robertson P.C. respects the confidentiality of our clients' personal and business information. Attached is a copy of our Privacy Policy.

Client may execute this agreement by original, facsimile or digital signature with the same force and effect, and may also simply send an email to the Firm confirming receipt this agreement and acceptance of its terms.

DATE effective August 21, 2026.

GARRETT HEMANN ROBERTSON P.C.

YONCALLA SCHOOL DISTRICT

By: _____
Elliot R. Field,
Shareholder

X _____
Name: Chelsea Ross
Title: Superintendent

PRIVACY POLICY

Lawyers often provide professional services to clients that have now been defined as “personal financial services”. These services include tax planning, financial planning, debt collection services and real estate settlement services, among others. Lawyers, like all providers of personal financial services, are now required by law to inform their clients of their policies regarding privacy of client information. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by these new privacy statutes. Therefore, we have always protected your right to privacy.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as authorized by you or required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations in which information is disclosed to unrelated third parties, we obtain your consent and we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Current and Former Clients'

Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional ethics standards and the Code of Professional Responsibility required of lawyers practicing in Oregon. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with these standards.

Please call if you have any questions because your privacy, our professional ethics, and the ability to provide you with quality services are very important to us.