



Newberg Public Schools 29J
Board Agenda
May 23, 2023
Work Session

Board Meeting – Regular Work Session Agenda

I.	Call to Order	Dave Brown	6:00 pm
II.	Flag Salute	Trevor Dehart	
III.	Recess to Executive Session as per: ORS 192.660 (2)(a): To consider the employment of a public officer, employee, staff member or individual agent.	Dave Brown	
IV.	Technology Filters & Safety Discussion	Scott Marlin	6:05 pm
V.	Review Agenda: <ul style="list-style-type: none"> Additions and/or Deletions 	Dave Brown	
VI.	Approval of Minutes: Approve 5.9.23 Board Minutes	Dave Brown	
VII.	Consent Agenda: <ul style="list-style-type: none"> New hires & resignations NHS Trapshooting - Out of State Travel Policy – Corresponding AR’s 	Dave Brown	
VIII.	Reports, Presentations and Discussion Items: <ul style="list-style-type: none"> Principal Presentations <ul style="list-style-type: none"> Crater Elementary Mabel Rush Math Curriculum & Adoption Work Update Fees & Policy for Tech Equipment Parent Bill of Rights Update 	Emily Chadwick Tim Lauer Jillian Felizarta, Holly Miele & Brittany Morales Scott Marlin Steve Phillips	
IX.	Board Action Items: <ul style="list-style-type: none"> First Student Contract Approval IGA, City of Newberg 	Heather Bixby Steve Phillips	
X.	Superintendent Comments		
XI.	Future Agenda Items: <ul style="list-style-type: none"> Audit Review 2021-22 (6.13.23 Heather Bixby) Bond Update (6.13.23 Casey Cunningham & Larry Hampton) Swearing in of Board Members (7.13.23) 		
XII.	Future Board Meeting: Budget Hearing: June 13 th , 2023 @ 6:30 pm Regular Session: June 13 th , 2023 @ 7:00 pm Work Regular Session: June 27 th , 2023 @ 7:00 pm		
	Adjourn Meeting		

NO PUBLIC COMMENTS DURING BOARD WORK SESSIONS- Thirty (30) minutes has been allotted for public comments, with a two (2) minute limit per person. Public comments will be processed in the order received. Comments may be submitted via email until 4 pm the Monday before regular session board meetings to: publiccomment@newberg.k12.or.us (If you do NOT receive a response of receipt of your public comment, please reach out to Tabitha at 503.554.5041). Those submitted via email will be read by a board member or Superintendent unless otherwise noted. We will also accept comment cards, in person, from those wishing to speak on the evening of regular session meetings. Executive Session is closed to the public.

[Link to May 23, 2023 Board Meeting](#) To listen to the meeting, call one of these numbers and follow the prompts:
1-253-215-8782 or 1-301-715-8592 or login via Zoom, using **Meeting ID: 891 7077 3462; Passcode: 143420**



Newberg Public Schools 29J Board Meeting Date: May 23rd, 2023

ITEM: Consent Agenda
PRESENTER: Director Dave Brown

ACTION

Accept Temporary Teacher Contract: Effective May 22, 2023

Stephen Winterberg — Teacher, Chehalem Valley Middle School

Accept Probationary Teacher Contract: Effective July 1, 2023

Autumn Irons — Teacher, Newberg High School

Kyle Lawrence — Counselor, Edwards Elementary School

Gracelyn Hardy — Teacher, Ewing Young Elementary School

Accept Licensed Teacher Resignation: Effective June 30, 2023

Kennedy Osegueda — Teacher, Edwards Elementary School

Julianne Swayne — Teacher, Mountain View Middle School

Accept Licensed Teacher Retirement: Effective June 30, 2023

Aniello A Russo — Teacher, Newberg High School

REVISED: Carleen Johnson — Teacher, Antonia Crater Elementary School

Accept Administrator Resignation: Effective June 30, 2023

Emily Chadwick — Principal, Antonia Crater Elementary School

Out of State Travel:

Approve the out of state travel for the NHS Trapshooting Team to Mason, Michigan for the National Championships July 5, 2023 thru July 11th, 2023.

Policy Revisions, Additions and/or Deletions:

Accept the revisions, additions and/or deletions of the following AR(s) which correspond with policy GBN/JBA that was approved on March 14, 2023:

GBN JBA – AR1

GBN JBA – AR2

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the consent agenda as presented.



Board Travel Approval Request Form

This form **MUST** be submitted to the Superintendent's Office electronically **at least 8 weeks prior** to the trip*

TRIP REQUEST CHECKLIST:

- Approval from Building Principal
- Completed Trip Approval Form (below)

Who: (ex: NHS Cheerleading Team, FFA Envirothon team)

NHS Trapshooting Team

What: (event title, championship name, etc.)

National Championships

When: (exact dates, including travel days)

July 5th through July 11th, 2023

Where: (city and state) Mason, Michigan

Why: (give background on the trip, including any educational components)

USA High School Clay Target League National Championships. We expect to qualify 6 athletes.

No. of Chaperones (include staff)

2

Funding plan: (fundraisers, student funded, grant, etc.)

Combination of Team funds and individual payment

Transportation method: (flights, driving vans or buses, individual transportation, etc.)

Fly to Detroit, Vans to and from the event venue

* exceptions may be considered for trips that are part of successive tournaments or invitations that could not have been confirmed in advance (e.g. a championship win that advances a team to national tournament).

With the NPS Board approving policy GBN/JBA on 14Mar23, enclosed is the accompanying AR to correspond with the policy.

Policy Update is a quarterly subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts. Sample policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter.

SEXUAL HARRASSMENT

(Policies that start with the letter G is staff centered)

Summary

The model policy GBN/JBA – Sexual Harassment and its administrative regulation has been updated to reflect House Bill 4150 (2018), and the temporary rules in OAR 581-021-0038 adopted by the State Board of Education June 21, 2018 which does the following: 1. Expands the required information to be provided for sexual harassment complaints; 2. Extends protections in district policies to a person on or immediately adjacent to district property, at any district-sponsored activities, utilizing district-provided transportation or district bus stops; and 3. Requires written notification, in plain language and easy to read, to complainant(s) to include: a. Rights of the complainant; b. Information on legal and disciplinary options, school services, outside services and privacy rights.

Local District Responsibility

If policy GBN/JBA is included in the board's manual, consider updating and readopting.

Policy(ies) and ARs Impacted by these Revisions

GBN/JBA – AR Sexual Harassment - Required

Newberg School District 29J

Code: GBN/JBA-AR(1)

Revised/Reviewed:

Sexual Harassment Complaint Procedure

Oregon Procedures

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

Name	Position	Phone	Email
<u>Stephen Phillips</u>	Superintendent	503.554.5041	phillipss@newberg.k12.or.us
<u>Scott Linenberger</u>	HR Director	503.554.5021	linenbergers@newberg.k12.or.us
<u>Anthony Buckner</u>	Director of Special Programs	503.554.5007	bucknera@newberg.k12.or.us
<u>Jillian Felizarta</u>	Director of Teaching & Learning	503.554.5037	felizartaj@newberg.k12.or.us
<u>Tami Erion</u>	Principal High School	503.554.4449	eriont@newberg.k12.or.us
<u>Andrew DeBois</u>	Principal CVMS	503.554.4600	deboisa@newberg.k12.or.us
<u>Jennifer Bailey</u>	Principal MVMS	503.554.4504	baileyj@newberg.k12.or.us
<u>Chris Stevens</u>	Principal Catalyst	503.554.4410	stevensc@newberg.k12.or.us
<u>Emily Chadwick</u>	Principal Antonia Crater Elem	503.554.4654	chadwicke@newberg.k12.or.us
<u>Tim Wright</u>	Principal Dundee Elem	503.554.4854	wrightt@newberg.k12.or.us
<u>Nicole Love</u>	Principal Edwards Elem	503.554.5054	loven@newberg.k12.or.us
<u>Brian Wood</u>	Principal Ewing Young Elem	503.554.4754	woodb@newberg.k12.or.us
<u>Ashley Lee</u>	Principal Joan Austin Elem	503.554.4554	leea@newberg.k12.or.us
<u>Tim Lauer</u>	Principal Mabel Rush Elem	503.554.4454	lauert@newberg.k12.or.us

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

- Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and

where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five (5) working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within thirty (30) days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

- Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within five (5) working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within ten (10) working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within twenty (20) working days.
- Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within five (5) working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within sixty (60) working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final¹.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within thirty (30) working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

¹ If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within forty (40) working days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within forty (40) working days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

Newberg Public Schools 29J
714 East 6th Street Newberg, Oregon 97132 | 503-554-5000

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

Newberg Public Schools 29J
714 East 6th Street Newberg, Oregon 97132 | 503-554-5000

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

Newberg School District 29J

Code: GBN/JBA-AR(2)

Adopted:

Federal Law (Title IX) Sexual Harassment Complaint Procedure

Additional Definitions

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.¹

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent² and requesting that the district investigate the allegation of sexual harassment.³

“Supportive measures” means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment.⁴ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

Formal Complaint Procedures

Upon receipt of a formal complaint, the district will provide the parties⁵ written notice of the following:

1. Notice of the district’s grievance process, including any informal resolution process.

¹ This standard is not met when the only official with knowledge is the respondent.

² “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

³ A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

⁴ Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

⁵ Parties include the complainant and the respondent, if known.

2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details⁶ known at the time and with sufficient time to prepare a response before any initial interview.
3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.
4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
5. The parties may inspect and review evidence.
6. A reference to any provision in the district's code of conduct⁷ that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

Investigation

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.
2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.⁸
3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.
4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.⁹ The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

⁶ Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

⁷ The district is encouraged to review Board policy JFC and codes of conduct found in handbooks for applicable language.

⁸ The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

⁹ In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.
7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.¹⁰ Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;
8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions¹¹ that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Determination of Responsibility

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

¹⁰ This includes the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

¹¹ Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

The standard to be used for formal complaints in determining whether a violation has occurred is the preponderance of the evidence¹² standard.

The person deciding the question of responsibility (the “decision-maker”) must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the district’s code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including:
 - a. A determination regarding responsibility;
 - b. Any disciplinary sanctions the district imposes on the respondent; and
 - c. Whether remedies designed to restore or preserve equal access to the district’s education program or activity will be provided by the district to the complainant; and
6. The district’s procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Remedies

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions¹³ may include:

1. Discipline up to and including suspension and expulsion;
2. Removal from various activities, committees, extra-curricular, positions, etc.
3. Disqualification for awards and honors;

¹² A preponderance of the evidence standard is understood to mean concluding that a fact is more likely than not to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

¹³ Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.¹⁴

Other remedies may include:

Dismissal of a Formal Complaint

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;
1. Did not occur in the district’s education program or activity¹⁵; or
2. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;
2. The respondent is no longer enrolled or employed by the district; or
3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.

Consolidation of Complaints

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

1. Provides written notice to the parties disclosing:
 - a. The allegations;

¹⁴ It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be “non-disciplinary” and “non-punitive.”

¹⁵ Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. (Title 34 C.F.R. §106.44(a))

- b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
 - c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary written consent to the informal resolution process; and
 3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Appeals

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within five (5) calendar days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

When an appeal is filed, the district must:

1. Notify the other party in writing;
2. Implement appeal procedures equally for both parties;
3. Ensure the decision-maker(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
4. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;
5. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;
6. Issue a written decision describing the result of the appeal and the rationale for the result; and
7. Provide the written decision simultaneously to both parties.

Timelines

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility): [90] days;
2. Appeals (from receipt of appeal): sixty (60) calendar days;

3. Informal resolution process: sixty (60) calendar days.

Temporary delays of the grievance process or limited extensions of time will be allowed for good cause¹⁶ with written notice to the parties.

Records

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).¹⁷

Training

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.

¹⁶ Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

¹⁷ This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberately indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.



Principal Board Presentation Form

Building: *Mabel Rush*

Board Member Rep: Ron Rilee

Principal: *Tim Lauer*

Total Enrollment: *406*

Total Staff: *58*

Highlights:

Response to Intervention Work: Collaboration between my Reading Specialist, ELD staff, Special Education staff, and classroom teachers to implement reading interventions.

ELD Push In - Our two ELD teachers push in for reading instruction and through their efforts 9 classrooms are supported. This not only provides support for students, but allows classroom teachers to collaborate with another educator for planning and creates many opportunities for collaboration.

Student Recognition: Each week every teacher highlights a particular student and shares with me something special about this student. We recognize the student with a letter from the principal that highlights the special quality of the student, along with a book that is chosen specifically for that student based on student interests. This program also helps to support our ongoing program to encourage reading and provide our students with high interest, culturally relevant books.

Area of Improvement:

Math is an area where we are continuing to work and seek resources. This year we entered into a partnership with the University of Oregon that provided support and training of staff to support 2nd grade students. Next year this will expand to support Kindergarten students not only at Mabel Rush, but also at our other 5 elementary schools. We tried to be creative in how we provided this support, since we do not have FTE allocated for this purpose.



Newberg Public Schools Technology Responsible Use Agreement

About this Document

Please review this document regarding the responsible use of Newberg Public Schools technology before signing the Technology Responsible Use Agreement.

Overview and Introduction

Newberg Public Schools educators believe that technology allows unique opportunities for students to learn, innovate, create, communicate, collaborate, and much more. Along with these remarkable advantages, the regular use of technology provides an opportunity for students to become responsible digital citizens. We want all our students to be thoughtful, responsible digital citizens who are empowered to make good choices as they use technology and navigate digital environments. This document provides an overview of the details, resources, and expectations for the responsible use of Newberg Public Schools technology resources. We ask that parents/guardians please read through this document considering their role in supporting the responsible use of technology in Newberg Public Schools, and we ask that they please take the time to review and discuss this document with their student(s). Both parent(s)/guardian(s) and the student must sign the agreement, or just parent(s)/guardian(s) on behalf of younger students. We ask that completed agreements be returned to the students' school as soon as possible.

Digital Citizenship

While digital citizenship (learning how to make responsible choices online) is something that is both modeled and taught in our classrooms, we need the shared responsibility of the broader community to help our students become helpful, caring, thoughtful, wise, and responsible in all aspects of their lives, both digital and otherwise. We want all Newberg Public Schools students to be responsible, caring digital citizens. Just like in-person at school, students are responsible for making good choices and behaving appropriately while using district technology. The district recognizes that the digital environment has unique complexities that require intentional, structured learning experiences for those who are learning to become digital citizens. If you would like to learn more about being a responsible digital citizen or modeling good digital citizenship, we would recommend Common Sense Media as a resource for your consideration; Common Sense Media has numerous resources for parent(s)/guardian(s) who want to learn more about how to help their student navigate the digital world.

Responsible Use Expectations

Those who use district technology shall use good judgment, take responsibility for their own use of District computers and computer systems, and use them in a responsible, ethical, and legal manner. The school board policy IIBGA and administrative regulation contain many other important details, which are shared below only in summary. To access the complete text, please visit:

policy.osba.org/newberg. Here are the key expectations and considerations:

- District technology is intended primarily for educational purposes.
- District users shall have no expectation of privacy when using District technology, and the district reserves the right to monitor all usage of District technology.
- District technology may not be used for unlawful purposes, communications that promote violence, viewing or sending obscene materials or pictures, harassment or bullying or intimidation, or hatred against another person or group of persons with regard to race, color, sex, sexual orientation, gender identity, religion, national origin, age, marital status, or disability.
- Do not modify technology equipment (hardware or software) without permission. Please note: this includes *not* adding stickers to devices, 'hacking' or attempting to circumvent security or management tools, such as a content filter(s).

Violations of district technology policies or this agreement may result in the loss of the privilege to use these tools and technology, as well as appropriate disciplinary action.

Taking Care of District Technology

Beyond the board policy specifically related to the use of technology (IIBGA and IIBGA-AR), other policies also are applicable to the times when students use district technology. The Vandalism/Malicious Mischief/Theft policy (ECAB and the ECAB-AR) states that there are consequences for any willful destruction of district property, which includes district technology. Users may be held personally and financially responsible for intentional damage done to district technology. The District expects students to do all that they can to minimize unintentional damage. While some damage happens unintentionally in the normal use of technology, we expect students to treat devices with care and take reasonable precautions. The District will assess fees for damaged technology devices, determined by the real cost to repair or replace damaged devices. These fees will be available publicly on the District website, and information regarding specific amounts for repairs or replacements will be updated as appropriate to maintain transparency with students, parents, and the community. Any increases to these fee amounts will not take effect until the following school year, with the exception of adding missing information, which will take effect immediately.

The District may waive fees in case of unintentional, accidental damage that happens during normal, careful usage of district technology. In addition, to repair/replacement fees, intentional damage or an ongoing pattern of damage to district technology may lead to the consequences outlined in the ECAB and ECAB-AR board policies as well as a reduction or revocation of technology access.

The District may provide students an optional "insurance policy" for a non-refundable annual cost of \$20. Any repair work with an actual cost of less than \$50 will not be covered by this insurance policy. First-time repairs or replacements with a cost over \$50 will be covered with a \$50 deductible. This insurance policy will not cover multiple devices within the same year if used to cover the cost of replacing devices.

The District will use existing policy and framework from the Free/Reduced Price (breakfast/lunch) eligibility to reduce technology repairs/replacement fees for eligible students/families.

Digital Resources

Newberg Public Schools provides our students and teachers with numerous digital tools and systems to facilitate teaching and learning. These digital tools and systems include Google Workspace for Education, a free, web-based program for word processing, spreadsheets, and presentation tools. For these digital resources, the district makes every effort to ensure that these tools and systems — and any other digital tools and systems adopted at the district level — are compliant with all applicable laws and regulations, including the Children’s Internet Protection Act (CIPA), the Children’s Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (FERPA). By signing this form, you acknowledge that you will support the responsible use of all technology tools and resources.

Example: Technology Device Repair/Replacement Cost, updated 2022-2023

Device	Part/Component	Repair/Replacement Cost
Chromebook	Whole Device	\$310
Chromebook	Screen/display	\$55
Chromebook	Keyboard Key (each)	\$11
Chromebook	Keyboard (full unit)	\$45
Chromebook	Touchpad/Trackpad	\$48
Chromebook	Charging Cable	\$24
iPad (new)	Whole Device	\$499
iPad (2-years old)	Whole Device	\$299
iPad	Charging Cable	\$30



Newberg School District Technology Responsible Use Agreement

Tag # of assigned device (if applicable) _____

STUDENT

I have read the Newberg School District Technology Responsible Use Agreement and agree to follow its guidelines. As a student I am committing to:

- making responsible choices with district technology
- behaving appropriately while using district technology
- taking good care of district technology

I also understand that not following these guidelines may result in my use of technology being taken away or other disciplinary measures.

Student Name (please print)

Student District ID Number

Student Signature

Date

PARENT/GUARDIAN

I have read the Newberg School District Technology Responsible Use Agreement and agree to support my student in:

- making responsible choices with district technology
- behaving appropriately while using district technology
- taking good care of district technology.

I understand that access to district technology is intended for educational purposes and give permission for my student to use Google Apps for Education and other digital resources determined by the district. I also understand that not following these guidelines may result in my student's access to technology being taken away or other disciplinary measures.

Parent/Guardian Name (please print)

Parent/Guardian Signature

Date



Newberg School District 29J
Board Meeting Date: May 23rd, 2023

ITEM: First Student Transportation Agreement
PRESENTER: Chair Dave Brown

ACTION

Accept the 5 year transportation agreement with First Student beginning with the 2023/2024 academic school year, as outlined.

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the 5 year Transportation Agreement with First Student, Inc. as presented.

TRANSPORTATION AGREEMENT

PARTIES:

NEWBERG PUBLIC SCHOOLS

714 E. 6TH Street
Newberg, OR 97132

“District”

FIRST STUDENT, INC.

600 Vine Street, Suite 1400
Cincinnati, Ohio 45202-5755

“Contractor”

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE 1: RECITALS

It is the responsibility of District to transport pupils to and from school and school-related functions in a safe and orderly manner. To achieve this goal, the District has entered into this Agreement and expects the Contractor:

- 1.1** To provide safe and reliable transportation to and from school and school-related functions.
- 1.2** To maintain orderly behavior and conduct of students on buses.
- 1.3** To provide a close working relationship between the management of the Contractor and the management of the District.
- 1.4** To provide positive public relations between the Contractor and the District, on the one hand, and community and school personnel, on the other hand.
- 1.5** To provide a transportation schedule that anticipates student riding times to and from school of sixty (60) minutes or less for elementary students and seventy-five (75) minutes or less for middle and high school students, each way.
- 1.6** To permit emergency closures during the normal school day with maximum one hour notifications to the Contractor.
- 1.7** To provide for replacement or repair of failed equipment within a thirty (30) minute notification time.
- 1.8** To provide for a complete preventive maintenance program with qualified maintenance personnel.
- 1.9** To provide in-service training to all employees involved in student transportation, regarding knowledge of operating procedures, including job responsibilities, expectations and school policies.
- 1.10** To timely and properly perform all services and other obligations under this Agreement.

ARTICLE 2: TERMS AND CONDITIONS

2.1 Legal Requirements

- A. The recitals in Article 1 are hereby made a part of this Agreement.
- B. Contractor shall comply with all applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders, including but not limited to those concerning equal employment opportunities, and Americans with Disabilities Act requirements. All information and reports required by such laws, statutes, codes, ordinances, rules, regulations and lawful orders shall be supplied to the District upon request.
- C. Without limiting the generality of Section 2.1.B, Contractor shall comply with all applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders that apply to public school districts, including rules and regulations issued by the Oregon Department of Education.
- D. Should Contractor violate or fail to comply with any applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders, with the result that a penalty is imposed against the Contractor or the District, or there is a reduction or nonpayment to the District of any state transportation reimbursement, or of state basic school support funding, or any state or federal financial support or other aid of any kind, then Contractor shall indemnify and reimburse the District for any penalties, loss or reduction of reimbursement, funding reduction and any other damages suffered by the District.
- E. Contractor warrants that it is fully licensed, registered or otherwise authorized to perform the services under this Agreement. Contractor shall assist the District in obtaining any licenses, registrations, or authorizations related to the services which are required to be in the District's name.
- F. Contractor shall pay all federal, state and local taxes applicable to any compensation or payments made to Contractor under this Agreement.
- G. Contractor shall:
 - (1) Make prompt payment, as due, to all persons supplying to the Contractor labor or material for services provided under this Agreement;
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement;
 - (3) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished;
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
 - (5) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services; and
 - (6) Comply, and cause all subcontractors comply, with ORS 656.017 unless Contractor or a subcontractor is exempt, in which case the Contractor or subcontractor shall comply with ORS 656.126.
- H. To the extent applicable under ORS 279B.020 or 279B.235, or both:

- (1) No person shall be employed for more than ten (1 0) hours in any one day, or forty (40) hours in any one week except in cases of necessity, emergency or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay for the overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- (2) Contractor shall comply with the prohibition set forth in ORS 652.220 and Contractor's compliance is a material element of this Agreement, which the Contractor's failure to comply with is a breach that entitles the District to terminate this Agreement for cause.
- (3) Contractor shall give notice in writing to employees who perform services under this Agreement, either at the time of hire or before performance begins, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

2.2 Term

- A. The initial term of this Agreement shall begin on July 1, 2023 and expire on June 30, 2028, unless earlier terminated in accordance with this Agreement.
- B. This Agreement may be extended by mutual written agreement for additional terms.
- C. Both parties must agree upon any extensions in writing by November 1st of the then final term year or the Agreement will expire at the term expiration date then in effect.
- D. Any Agreement extension must be under the same terms and conditions as originally agreed to or as amended by mutual consent of the parties, such amendments to exclude rate structure changes, except as provided for in the written amendment to this Agreement.
- E. If the District's transportation should be merged or consolidated with that of another school district(s) in the future by action of unification, consolidation or other merger of school districts, then this Agreement may be transferred or extended to or with such a district(s) subject to the approval of parties.

2.3 District Policies

- A. The District shall have the exclusive right to set standards or policies regarding student transportation, including but not limited to the beginning and ending time of school days, walking distances to school, 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 home-to-school transportation services. Contractor shall provide regular home-to-school transportation services for such students for each day that school is in session during the term of this Agreement and shall provide other transportation services outside of the District's boundaries for such students and authorized District personnel as the District

may require. The District reserves the right to use other transportation providers to transport students and other District personnel.

2.4 Independent Contractor

Contractor is an Independent Contractor responsible to furnish transportation only, pursuant to this Agreement, and neither Contractor nor any agent, officer, or employee of Contractor shall be held or deemed in any way to be an agent, employee, officer or official of the District as termed in ORS 30.265. None of the benefits provided by the District to its employees are available from the District to the employees, agents or servants of the Contractor. Contractor shall be solely responsible for Contractor's acts and for the acts of Contractor's agents, officers, and employees during the performance of the Agreement, and at all other times, and District shall have no power or control pertinent to the acts of any said persons. Nothing in this Agreement shall be construed to create a partnership, joint venture or joint employment relationship between the parties. Contractor acknowledges that Contractor's employees have no right to participate in the District's employee benefit plans. Contractor further acknowledges that the District is not responsible for the tax or other withholding of Contractor's employees.

2.5 Insurance

- A. The Contractor at its sole expense shall procure and furnish the District with a Certificate of Insurance naming the District, including its board of directors, officers, agents and employees, acting on behalf of the 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 Agreement period. The insurance shall be kept current at all times during the term of this Agreement (including any term extensions) and the Contractor shall give the District thirty (30) days' written notification prior to any cancellation of the required insurance.
- B. The Contractor shall provide general liability and automobile liability insurance and name the District and its officers, board of directors, agents and employees as additional insureds drivers, other personnel from any claim for damages for personal injury or death to property which may arise from the performance of this contract, with the following minimum limits and coverages:

The following minimum limits apply to the general liability insurance requirements
\$6,000,000 Each Occurrence
\$7,000,000 General Aggregate

The following minimum limits apply to the commercial auto insurance requirements:
\$5,000,000 for Each Person (Bodily Injury and Property Damage)
\$7,000,000 Annual Aggregate

- C. Workers' compensation insurance shall be maintained as required by law.
- D. Sexual Abuse and Molestation:
The Contractor's general liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation

coverage of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate each claim, incident, or occurrence must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of the Agreement.

2.6 Indemnity and Hold Harmless

In addition to the insurance requirements included as part of the Agreement, the Contractor shall also defend, indemnify and hold harmless the District and its agents and employees acting in their official capacities as such from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whosoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto.

2.7 Force Majeure

The performance of this Agreement by either the District or the Contractor is subject to but not limited to acts of God, war, disease outbreak including but not limited to pandemics, strikes, government regulation, domestic terrorism, disaster, civil disorder, curtailment of transportation facilities, or other emergency over which any party has no control making it illegal, impossible, or impracticable to provide the services. This Agreement may be terminated without liability or penalty for any one or more of such reasons by written notice from one party to the others. 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 costs 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 non-performance 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.

Contractor agrees to make every reasonable effort to provide transportation in the event of a strike by the District's employees.

2.8 Arbitration

Any disagreement regarding the interpretation, meaning or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within 60 days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon.

2.9 Assignment Prohibited

Neither this Agreement 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 Agreement with a period of notice of its own choosing.

2.10 Non-Appropriation/Adequate Funding

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

2.11 Severability

Should any provision of the Agreement, or the application thereof, be held invalid or unenforceable, the remainder of the Agreement 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.

2.12 Merger Clause

There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachments (s). All attachment(s) hereto together constitute the entire agreement between the Parties.

2.13 Modification

No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

2.14 Disclosure of Independence and Relationship

Prior to the establishment of any Agreement, the Successful Proposer shall certify in writing to the District that no relationship exists between the Successful Proposer and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the Successful Proposer and another person or organization that constitutes a conflict of interest with respect to an Agreement with the District. The District may waive this provision, in writing, if these relationships of the Successful Proposer will not be adverse to the interests of the District.

2.15 Taxes

The District is tax-exempt and any tax liability that might be incurred by the Contractor for personal or real property is the sole responsibility of the Contractor. Contractor represents and warrants that Contractor has complied with the applicable tax laws of this

state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor agrees that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state before the execution of this Agreement or during the term of this Agreement. If default occurs, the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

2.16 Confidentiality

District and Contractor agree to comply with applicable laws relating to protected health information (HIPPA) and protected student information (FERPA). Both parties shall ensure that its personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by the Agreement as well as each entity's business information.

2.17 Termination of Contractor Services

- A. The District may terminate this Agreement, in whole or in part, immediately in the event that the District's board of directors or superintendent reasonably concludes that Contractor's performance under this Agreement has significantly endangered the health, safety or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to Contractor either by delivery of written notice of such termination to Contractor's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purpose of delivering notices under the Agreement.
- B. District or Contractor may otherwise terminate this Agreement, in whole or in part, with the non-terminating Party, for its convenience and without cause, by giving 180 days' written notice of termination to the non-terminating Party. Said notice to be delivered by either delivery of written notice of such termination to the non-terminating Party's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor and/or District for the purposes of delivering notices under this Agreement.
- C. District may terminate this Agreement if District gives written notice to Contractor of its intent to terminate this Agreement if Contractor is in material default under the Agreement for any of the reasons set forth below in this Section and Contractor should fail within thirty (30) days after receiving such notice from the District to remedy said default set forth in the notice from District. The following events shall be a default by Contractor and shall be subject to this thirty (30) day notice requirement:
 - (1) Should Contractor be or become insolvent.
 - (2) Should Contractor make a general assignment for the benefit of creditors.
 - (3) Should Contractor file for protection under the bankruptcy laws of the United States.
 - (4) Should Contractor refuse or fail to supply sufficient properly qualified drivers or buses to perform the transportation services requirements for the District as set forth in this Agreement.
 - (5) Should Contractor fail to perform the transportation services required under this Agreement in compliance with the required time schedule.
 - (6) Should Contractor fail to comply with District transportation policies.

- (7) Should Contractor willfully disregard laws, ordinances, governmental rules or regulations or should disregard the instructions of the District, which are consistent with this Agreement.
- (8) Should Contractor commit any other material breach of this Agreement.
- D. 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 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 thirty (30) days of the notice of termination or intent to terminate.
- E. Additionally, Contractor agrees that the District will have the right, as 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 the 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.
- F. Contractor agrees to allow the District to determine the best method of the above by which to obtain the needed transportation service.
- G. The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement.
- H. The laws of the State of Oregon will govern this Agreement.
- I. All rights and obligations set out in this Agreement and arising hereunder will survive the termination or expiration of this Agreement (i) as to the parties' rights and obligations that arose prior to such termination or expiration and (ii) as is necessary to give effect to rights and obligations that arise after such termination or expiration but derive from a breach or performance failure that occurred prior to the termination or expiration.
- J. This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein.

2.18 Non-Discrimination

- A. The Equal Opportunity and Affirmative Action provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 therein are hereby incorporated by reference into this Agreement. Contractor shall comply with such Executive Orders and rules and regulations, and amendments thereto, to the extent the same are applicable to the provision or subcontracting of services or work under this Agreement.
- B. Contractor shall not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, religion, national origin, sex, gender identity, age, or sexual orientation or disability with regard to, but not limited to, the following: Recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. Contractor further understands and agrees that violation of

this clause may be treated by District as a material breach of this Agreement, unless Contractor makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

- C. Contractor will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged, minority, women or emerging small business enterprise, or a business enterprise owned by a service-disabled veteran.

2.19 Nonperformance

Contractor's remedy for breach of this Agreement by the District is a claim for receipt of payments owing to Contractor for work performed under this Agreement to which Contractor is entitled. District's remedies for Contractor's failure to perform work or meet performance standards identified in this Agreement include all those available in law and equity, including but not limited to reducing or withholding payment, requiring Contractor to perform at Contractor's expenses, additional work necessary to perform the work or meet the established performance standards; completing the work itself or retaining other contractors to complete the work in which case Contractor shall bear the reasonable cost difference for these alternative, substitute services; or declaring a default, terminating the Agreement and seeking damages and other relief available under the Agreement and law.

ARTICLE 3: SPECIFICATIONS

3.1 SCOPE OF SERVICE:

Contractor shall:

- A. Provide safe and reliable transportation to and from school and school-related functions. A typical regular school year will require 170 to 178 student transportation days depending on the grade level. Total days may vary slightly from year to year. The District will only be billed Rate Based Costs for days that service is actually provided.
- B. Maintain orderly behavior and conduct of students on buses.
- C. Provide a close working relationship between the management of the Contractor and the administration and management of the District.
- D. Provide positive public relations between the Contractor, the District, the school community, and its patrons.
- E. Provide a transportation schedule that allows students minimal riding time to and from school not to exceed sixty (60) minutes for elementary students and seventy-five (75) minutes for middle and high school students, each way unless extended riding time has been approved in advance by the District.
- F. Deliver transportation services using the least cost means necessary to meet service requirements.

3.2 CONTRACTOR EQUIPMENT:

A. MAXIMUM ALLOWABLE BUS/VEHICLE AGE:

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

- (1) Conventional gas buses: Ten (10) years

- (2) Conventional diesel buses: Twelve (12) years
- (3) Transit buses: Fifteen (15) years
- (4) Conventional small bus or van: Eight (8) years
- (5) Buses powered by alternative low carbon fuels such as natural gas or propane: Ten (10) years

B. APPROVAL:

New vehicles shall provide, at a minimum, capacities of vehicles currently in use. All used vehicles shall be approved by both the Oregon Department of Education and the District.

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 maintained in safe and good mechanical order at all times, 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. All repairs shall be carried out within 15 days of occurrence, unless otherwise approved by the District. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. Contractor shall administer on all buses and vehicles used by Contract in the transportation of students, an extensive preventive maintenance program which shall include the minimum:

- (1) A safety inspection and required repairs that at the minimum completely comply with the State of Oregon's annual school bus inspection requirements. This shall be completed by August 15th of every contract year or every twenty-five thousand (25,000) miles, whichever comes first. No inspection period, from the last to the most current, shall exceed twelve (12) Months.
- (2) A daily pre-trip bus inspection to insure the vehicle is safe to operate, must be conducted prior to departure. A bus must be withdrawn 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 with the adequate number and capability to guarantee service for all of the District's student transportation needs, including basic home-to-school, special education, activities, athletics and field trips. Equipment will be added when needed to meet increasing needs. Such additions must be pre-approved by the District. The District's initial fleet request is listed below. In addition to this, the District welcomes an alternative suggested fleet configuration by the Proposer based on information given within the RFP.

- (1) Route buses - Regular Home-to-School: Provide as a minimum thirty-seven (37) capacity 71 to 89 passenger transit-style or conventional buses as needed, plus a minimum of three (3) spares.

QTY	Bus Type	Capacity
1	Type D	84 Passenger
1	Type D	84 Passenger spare
35	Type C	78 Passenger
3	Type C	78 Passenger spare

40	Total
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- (2) Route Buses – Individualized Transportation: Provide as a minimum eleven (11) buses with the capacity to hold between 15 and 30 passengers, plus, a minimum of three (3) spare buses. Seating and wheelchair configurations must meet the needs of District students, which may vary from year to year. Buses must be equipped with seatbelts and car seats that meet state and federal requirements.

QTY	Bus Type	Capacity
9	Type A	24 Passenger
2	Type A	24 Passenger (Spare)
2	Type A/ Lift	2 W/C Capacity with lift
1	Type A/ Lift	2 W/C Capacity with lift (Spare)
14	Total	

- (3) Activities, athletics and field trips: Provide as a minimum:
- a. Two (2) type 20 activity vehicles limited to a maximum of 15 passengers and less than 10,000 pound gross vehicle weight.
 - b. Provide a minimum of five (5) buses listed above below will be maintained within the Activity and/or regular fleet provided they are available as needed for either use. Contractor shall dedicate vehicles for exclusive activity use if necessary to ensure availability for activity needs.

QTY	Bus Type	Capacity
2	Type C	78 Passenger
1	Type C/Lift	56 Passenger with lift spare
3	Type D	84 Passenger / Under storage
2	Type 20	15 Passenger
8	Total	

- (4) Spare buses: Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reasons 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 shall plan larger spare numbers as needed to meet these requirements. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

E. 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.

F. 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 must specify the communication system they will use and they will be responsible for maintaining the radio equipment. Contractor must provide one radio for each school.

G. VIDEO/DIGITAL MONITORING EQUIPMENT:

- (1) Every bus used under this Agreement will be equipped with audio and video digital monitoring systems in excellent working condition. Contractor shall be responsible for maintaining and replacing of equipment. System components are subject to approval by the District. Systems will include high-quality cameras, to include low-light conditions, ensuring clear identification of individuals and their actions. All transit and conventional buses must be equipped with a minimum of two (2) interior cameras; one on the front bulk head facing the rear of the bus, and one on the rear bulk head facing the front of the bus.
- (2) Systems must be operational on all buses whenever students are present on the bus. Systems shall be kept in good working condition and checked at least every two weeks by the Contractor to verify that they are working. Documentation of system checks shall be provided upon District request.
- (3) Video surveillance of students is confidential and shall be considered property of the District. Contractor shall not allow viewing of the surveillance footage by any person that is not authorized by the District. Contractor will work with the District on an archival and retrieval plan. Video recordings requested by the District must be transferred to a secure cloud website for viewing within 24 hours of the request, in a format that can be viewed without specialty software.

H. REQUIRED MODIFICATION OF BUSES:

District and Contractor shall negotiate in good faith for any installation or modifications of equipment required by a change in law or regulation. Contractor shall do any installation or modification of equipment required by the District over and above law or regulation with reimbursement to be made by the District at a prior approved cost.

I. ACCESSIBILITY

District and Contractor shall negotiate in good faith any installation or modifications of equipment required by a change in law or regulation. Contractor shall do any installation or modification of equipment required by the District over and above law or regulation with reimbursement to be made by the District at a prior approved cost.

- (1) Contractor shall provide vehicles and equipment to meet accessibility needs for all students. District will consult with Contractor on individual needs that may include, not be limited to, the following considerations:
 - a. Handrail – availability on stairs, height, extension, size if allowed by law/regulation

- b. Steps – height, depth, angle, and traction
 - c. Seats – restraint, size of seats to meet all student sizes
 - d. Seatbelt locks
 - e. Loading and unloading assist
 - f. Equipment for Special Needs (harnesses, extenders, etc.)
- (2) The Contractor shall provide any modifications to equipment or additional equipment to meet student needs as required by federal & state law. Proposed initial fleet shall be evaluated by the District for accessibility prior to approval and agreement under the contract.

3.3 FACILITIES

- A. Contractor shall have full responsibility for equipping, maintaining and operating a 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. Contractor’s facility shall be located within the Newberg Public Schools’ boundary or within a seven (7) mile radius of the District’s boundary.
- B. By no later than May 1, 2022, Contractor shall provide address and the location of the transportation facility designated for use in serving the District. Facility shall be of adequate size to store and maintain the required number of buses to operate in the District.

3.4 ROUTING:

- A. **REGULAR HOME-TO-SCHOOL ROUTES:**
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. The Contractor understands that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.
 - (1) The Contractor shall be responsible for developing and coordinating Special Education routes inside and outside of the District boundaries. The Contractor shall communicate routing information to both parents and schools. The Contractor shall communicate any specific changes regarding routing information to both the District’s Office of Student Services and the affected parents at least 48 hours prior to the effective date of the change.
 - (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 (e.g. 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 have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information. This information shall be guarded as confidential according to Federal and State guidelines implementing Individuals with Disabilities Education Act (IDEA), and parallel state statutes, and shall not remain on the bus or vehicle.
- (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 (special needs e.g., ambulance, taxi, etc.) at any time deemed in the best interest of the student.
- (6) The Contractor shall consider the specific safety needs of students and the adult support required in determining the size and type of bus used for transport.

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 route testing will be borne by the Contractor.

D. ROUTE OWNERSHIP:

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

E. ROUTE NUMBERS:

All buses shall have the appropriate route number for the corresponding school in the windows of the bus each and every time of providing service to a given school. Route numbers are to be professional looking, prominently displayed, and easy to read from a distance. This will apply to all spare busses.

F. PROBLEM SOLUTIONS:

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, Contractor will 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, compensation to the Contractor will be adjusted as provided in the agreement. 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.

I. **BUS LOAD LIMITS:**

Passenger loading of buses shall not exceed Oregon Department of Education or other state or federal limits. Contractor is required to notify District, within one (1) day, of any overload problems.

J. **SOFTWARE:**

- (1) Contractor shall use an automated bus routing software to create and maintain the District's bus routes (home to school and individualized routes) for maximizing route efficiency. Contractor shall have multiple users proficient in use of the software in support District operations. The software should allow for web-based access for District staff and integrate an on-line GPS tracking system for all buses. In addition, the software should provide a functional web-based lookup tool for parents to identify the closest bus stop to their home for their student's grade level. Software will be implemented by August 15, 2022 of the execution of the contract. Contractor shall provide a minimum of four software licenses to be used by district staff for tracking purposes.
- (2) The District will coordinate transfer of student data for the purposes of computerized bus routing.
- (3) The District provides and uses a web-based software that allows staff to request field trips, and routes through the district system for approval. The selected Contractor shall log into the web-based software program to confirm, schedule and track trips that have been requested and approved by the schools.

K. **ROUTE OPTIMIZATION:**

Upon request, the Contractor shall complete an annual comprehensive route review and optimization. The review shall include evaluation of:

- (1) Number of buses
- (2) Route times
- (3) Ride times
- (4) Costs
- (5) Mileage
- (6) Ridership
- (7) Bell times

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

L. **BUS ARRIVAL, DEPARTURE, TRAVEL TIMES:**

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

- (1) Student arrival at school in the morning (AM): between 20 minutes and 10 minutes prior to school starting time.

- (2) Bus arrival at school to pick up students in the afternoon (PM): No later than dismissal time at elementary schools. No later than 10 minutes after school dismissal time at middle schools and 20 minutes at the high school. All shuttle must be at their scheduled school before dismissal time.
- (3) Riding time shall not exceed 60 minutes for elementary students and 75 minutes for middle school and high school students, except as approved in advance in writing by the District.
- (4) Buses shall not depart from school earlier than eight minutes after school dismissal without the prior approval from Transportation Liaison; except for shuttles which shall have an approved departure time.
- (5) Shuttle systems are used at our "sister" school sites. Arrival times will vary to accommodate specific needs and shuttle schedules:
 - a) High School-Mountain View Middle School to Chehalem Valley Middle School
 - b) Chehalem Valley Middle School to Mountain View Middle School & High School

M. 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 Agreement. The District will inform the Contractor of any planned changes in school hours, from one year to the next, no later than May 1. The Contractor will support the District in its establishment of the best combination of school and bus schedules by August 1, with all final decisions at the discretion of the District.

N. SCHEDULE PUBLICATION:

By August 1 of each year, the Contractor will provide a written summary of route schedules presented separately by route and by street for district publication to parents. Contractor shall provide the routes in a format specified by the district.

O. SCHEDULE ADJUSTMENTS:

All route schedule adjustments that are more than five minutes earlier or later must be approved by the Transportation Liaison prior to implementation. Changes must be communicated in writing to all riders and the school at least 48 hours in advance of implementation. Contractor shall provide a route update procedure to be approved by the District.

3.5 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. Contractor agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a child to any impropriety of word or conduct whatsoever, nor shall Contractor allow a person to drive a school bus who is not at the time in a condition of mental, physical or emotional stability.

- (1) Contractor shall provide a sufficient work force and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours so as to be able to perform uninterrupted reliable on-time service in

case of emergencies, no-shows, and other exceptional circumstances. The Contractor will provide a detailed summary of staffing proposed for the contract.

- (2) The Contractor agrees to comply with the District's policy regarding background and criminal records checks for all Contractor and Contractors' employees who will be providing services to the District. To ensure the safety of District staff and students; the Contractor must take reasonable precautions to ensure all individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore the Contractor shall provide timely notifications to the District once they become aware that an employee providing services for the District has been arrested or charged with a crime listed in ORS 342.143 and remove said individual from District or school district premises until the issue is resolved. The responsibility of selecting, hiring, training, supervising, and disciplining 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 records. The Contractor will be responsible for fingerprinting all employees that come in contact with students in accordance with ORS 181A.200 and OAR 581-021-0500 and other applicable laws, statues, codes, ordinances, rules, regulations and lawful orders. The Contractor shall not knowingly employ anyone who has:
- a) A felony or misdemeanor conviction within the past 10 years or any conviction for a crime of violence, sexual offense, drug use or sale, child abuse or child pornography.
 - b) Conviction of DUII, 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.

Drivers must meet all requirements of the Oregon Department of Education for 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 of all employees.
- (4) The responsibility for hiring and discharging personnel in respect to all of 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 removal from the Contractor's operation serving the District any drivers(s) or employee(s) who in the opinion of the District, is not of appropriate personality, character, temperament or qualifications to operate a school bus as set forth in this Agreement, or who is not in compliance with this contract, the District Policy or any government laws or regulations as related to his or her job in

regard to any or all of the foregoing.

- (5) Contractor will immediately remove any Contractor's employee, agent or officer from all District schools or locations in cases where District determines, in its sole discretion, that removal of the employee, agent or officer is in the District's best interest.

B. CHILD ABUSE PREVENTION

When contract requires the Contractor or Contractor's employees to have contact with students, Contractor agrees to train employees annually in the prevention, identification and reporting of child abuse and sexual conduct as described in Oregon Revised Statute

339.377. The District can provide access to a short on-line training for contractors and subcontractors to use with their employees. This training must be complete and documentation verifying employees have completed the training provided to the District prior to the contracted employee having direct contact with Newberg Public Schools students.

C. COMPLIANCE WITH STUDENT SEXUAL CONDUCT REQUIREMENT

- (1) All contractors, subcontractors and their employees are prohibited from engaging in sexual conduct with students. Sexual conduct is defined as: any verbal or physical or other conduct that is sexual in nature; directed toward a kindergarten through 12 student; unreasonably interferes with a student's educational performance; and create an intimidating, hostile or offensive educational environment. The definition of sexual conduct does not include behavior that would be considered child abuse as outlined in Oregon law.
- (2) Contractors and/or subcontractors are required to certify in writing to the District that it has informed all employees what conduct is prohibited, what reporting responsibilities employees have and who the contact is for reporting prohibited conduct.
- (3) All contracted employees who will be at work site where kindergarten up to 12th grade students maybe present, will be required to take an informational training on student sexual conduct requirements. The District can provide access to a short on-line training for contractors and subcontractors to use with their employees.
- (4) If a contractor, subcontractor and/or their employees observe conduct he/she believes is prohibited they are to report the information immediately to the building administrator.
- (5) If the District is made aware of a contractor, subcontractor and/or their employees engaging in prohibited contact, the District will conduct an investigation. At the sole discretion of the District, the Contractor shall either (a) immediately remove the employee from providing services to the school pending the conclusion of the investigation or (b) place the employee in a position that does not allow for unsupervised contact with students. If the District determines the contractor, subcontractor and/or their employees engaged in sexual conduct with students, the District will request the permanent removal of the subcontractor and/or employee from the worksite. Contractor will cooperate in any investigation being conducted by the District, law enforcement, DHS, ODE and/or TSPC.

D. CONTRACTOR'S PERSONNEL:

The contractor shall provide the following staffing dedicated solely to the Agreement:

- (1) Location Manager
 - a) Contractor shall provide a full-time Location Manager with significant supervisory experience in the field of transportation.
 - b) The District shall participate in the selection of the Location Manager. Contractor will notify the District as early as possible of any change to any management personnel.
 - c) The Location 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 Location Manager will have the ability to manage all phases of student transportation. The Location Manager's 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.
 - d) The Location Manager needs to be on site at the facility. Time spent away from the facility should only be on an occasional emergency basis or when evaluating a driver's performance.
- (2) In addition to a Location Manager, Contractor agrees to provide, at a minimum, the following personnel on site at the facility:
 - a) Contractor agrees to designate a full-time Safety and Discipline Officer, acceptable to the District, who shall work with students, drivers, school personnel, and parents. The Safety and Discipline Officer may also be the Location Manager.
 - b) Contractor agrees to provide two full-time Dispatchers, other than the Location Manager, Safety and Discipline Officer, Router or Maintenance Supervisor. Dispatchers shall communicate with District personnel, parents and drivers to coordinate the safe and uninterrupted flow of transportation services. In addition, the Dispatcher will serve as backup to the Router. The Dispatcher needs to be at the facility, and time spent away from the facility should only be on an occasional emergency basis as a substitute driver.
 - c) Contractor agrees to provide a full-time Router, other than the Location Manager, Safety and Discipline Officer, Dispatcher or Maintenance Supervisor, to implement the mandatory on-line routing software. In addition, the Router will serve as backup for the Dispatcher.
 - d) Contractor shall provide a full time Maintenance Supervisor, and maintenance technician, other than the Location Manager, Safety and Discipline Officer, Dispatcher, or Router, experienced and knowledgeable in the area of school bus maintenance. The Maintenance Supervisor will be required to understand maintenance requirements and standards of the Oregon Department of Education.
 - e) 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 other requirements in accordance with the Agreement.

- f) Contractor agrees to supply enough trip drivers to accommodate trips up to 8 trips during route times and enough trip drivers to fulfill all district requests (up to the number of buses in the fleet) during non-route times.
- g) Contractor agrees to provide location personnel access to language interpretation and translation services.
- h) Contractor agrees to provide other staff as necessary to meet the service expectation of the Agreement.

E. MINIMUM REQUIREMENTS OF DRIVERS:

- a) 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 certificates issued by the Oregon Department of Education.
- b) 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 bus driver. All drivers will be of high moral character and be positive role models for students.
- c) Contractor shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this agreement, shall be a driver assigned to a specific route(s) at the commencement of each school year and is normally expected to remain until the end of the school year. Contractor may transfer drivers among routes, whenever the interest of the students may be served. The District reserves the right to request a replacement or transfer a driver for good cause.
- d) Contractor shall provide to the District a signed compliance notification prior to the beginning of each school year that: 1) all drivers have satisfactorily passed a pre-trip inspection and behind the wheel test, 2) that the Contractor has in its files a copy of the criminal verification and driving record report for each driver along with a list of drivers waiting for approval, and 3) all drivers have completed annual mandatory trainings. These training programs must be approved by the District, or the District can provide web-based training in these areas.
- e) A driver supervisor shall ride with every certified bus driver at least once every six (6) months for the purpose of observing and evaluating their drivers' 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. 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.

F. STAFFING HOURS:

The Contractor shall have a resident at its facilities as a competent manager between the hours of 8:00 a.m. and 5:00 p.m. who is authorized to act on behalf of the Contractor. Contractor shall provide sufficient support staff during the hours of 5:30 a.m. and 6:00 p.m. or until all the home-to-school runs have returned and at other times as required for the activity trips

G. 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 Location Manager must have a mobile phone.

H. 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 appropriate for the duties, in accordance with standards to be worked out with the District.

3.6 REPORTS

A. DISCIPLINE AND HEALTH:

Contractor shall provide the District, within 24 hours, written student incident reports of behavioral, disciplinary, or health problems that arise during bus trips. For urgent situations, phone contact with the District Transportation Liaison will be made immediately.

B. ACCIDENT:

In the event of an accident during the school day (with or without students on the bus):

- (1) Contractor shall notify the District Transportation Liaison immediately by telephone and provide the route number or trip description, number of staff and students (and the schools they attend) on the bus at the time of the incident, the location and brief description of the accident. Contractor will also provide email documentation of the incident within the same day of occurrence.
- (2) Within 30 minutes of notification to the District, the Contractor shall provide the full names of students and staff on the bus at the time of the accident.
- (3) The Contractor will provide any additional information to the District as required by District policies and procedures.
- (4) Contractor shall provide a written report describing all details of any accident on the same day it occurred. It is the Contractor's responsibility to report all accidents in compliance with the laws and regulations of the Oregon Department of Education and Oregon Department of Motor Vehicles.

C. DAILY BUS REPORT (DBR)

Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of rate based fees to the District. 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. A summary spreadsheet of the DBR data must be submitted monthly with the billing. An alternate automated system may be used, but must be approved by the District.

D. STATE REPORTS:

Contractor shall furnish the District with information necessary for the District to complete transportation reports for the State of Oregon. This includes the annual preparation of the Transportation Information report (Form 581-2249-M) by August 15 of each year.

E. INSPECTION/CERTIFICATION REPORTS:

Contractor shall by August 1st 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 by August 15th of the subject year. Prior to District approval, the Contractor shall pre-inspect all the above buses and 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 15th 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 (2) weeks and notify the District in writing of the same. The District reserves the right to reject any vehicles submitted for approval for non-compliance with the Agreement.

F. BUS DRIVER INFORMATION REPORTS:

Contractor shall have in its files and made available to the District upon request, information such as, but not be limited to, drivers' names, dates of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

G. RECORDS:

Each party shall have access to the records, documents and other material of the other party which are related to this Agreement for purpose of examination, copying an audit unless otherwise limited by law. The Contractor shall maintain such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and determination of this Contract or until the conclusion of any audit, controversy or litigation arising out of or related to this contract whichever date is later.

H. MONTHLY REVIEW:

Contractor's Location Manager shall formally meet with District designated personnel at least once every month to report on achievements, areas of concern, activities performed in compliance with the Agreement and information of interest regarding news and changes in the school transportation industry.

I. MONTHLY SUMMARY REPORT:

By the tenth (10) calendar day of the month following, 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 list of route driver assignments
- (3) Current list of substitute/cover drivers and their availability
- (4) Current list of trip drivers and their availability
- (5) Number of drivers in training and estimated completion date
- (6) The number of accidents
- (7) The number of vehicle breakdowns
- (8) How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- (9) Late route buses, indicating what school, route, date, day, time and reason, who was notified
- (10) Late trip buses – trip #, school, cause, details
- (11) Bus capacity and estimated daily ridership by route, AM and PM
- (12) Number of student citations written at each school, identified by route number.

J. DISTRICT MEETINGS:

Contractor's Location 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 School Board summarizing the prior year's 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:

Contractor will provide to the District, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up. The spreadsheet details and design are to be approved by the District. A summary spreadsheet of the month's daily bus reports shall be provided as backup. Electronic invoices and supporting documents are preferred.

3.7 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 Admin and Transportation Liaison.

Contractor shall respond to inquiries from the District Office or School Administrator within 24 hours of inquiry. Video surveillance requests must be provided within 24 hours of inquiry.

B. INQUIRIES ABOUT ROUTES AND BUS STOPS:

Contractor will be responsible for answering inquiries from the public regarding routes, schedules and the various questions that arise daily regarding runs in progress. Serious problems or potentially sensitive issues or situations should be brought to the attention of the District Admin and Transportation Liaison.

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 of its personnel.

D. STAFF/DRIVER MEETINGS:

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

3.8 SAFETY PROGRAM

The absolutely 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 how to handle any problem.

- 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. Prior to the beginning of each school year, all drivers will have to satisfactorily pass a pre-trip inspection and behind the wheel test. During the school year, any new drivers must also satisfactorily pass a pre-trip inspection and behind the wheel test.
- C. Contractor will develop and maintain, with District approval, a written emergency crisis plan that addresses transportation emergencies in conjunction with the District's Emergency Plan.
- D. Contractor shall notify the District before using products containing hazardous materials as defined in OAR chapter 437 to which District employees, students and members of the public may be exposed. Upon request the Contractor will provide the district with Material Safety Data Sheet for such materials.
- E. Contractor will instruct all of its employees of the content of both the Contractor's and the District's emergency plans.
- F. Contractor shall develop procedures for handling student emergencies during transport to be provided to the drivers and kept on all buses at all times.
- G. 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.

3.9 INCLEMENT WEATHER

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) and 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 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, based on knowledge of geographic area and possible hazards, during inclement weather. The Contractor will consult with and make a recommendation to the Superintendent and Transportation Liaison or designee regarding road conditions prior to 5:00 AM.

Should bus services be required, Contractor agrees that it will abide by the decision of the

District and will operate the routes as normally as possible. During the fall of each year, Contractor shall meet with the District to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.

1. If (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:30 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor half the daily rate if school is cancelled or delayed for those drivers that have already reported to work prior to the delayed, or canceled notification.

3.10 STUDENT MANAGEMENT

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 all bus drivers also strive for consistent treatment and expectations of students in order to jointly maintain sound District-wide codes of conduct. The District shall share District procedures and policies and Contractor will develop and share their procedures relative to student conduct, and shall provide adequate training to its drivers in these standards. Contractor shall maintain a continuing program to assure and promote driver adherence to District procedures and standards.

B. STUDENT BEHAVIOR/PBIS:

The District uses Positive Behavioral Intervention and Supports (PBIS) as a systemic approach to proactive positive behavior district-wide. All drivers will attend up to four trainings per year offered by the District. These trainings may include implementation and maintenance of PBIS strategies as well as strategizing communications with the schools and/or families. The Contractor is required to reinforce PBIS actively on all District routes. In addition, Contractor will support an on-site PBIS committee for their Drivers that meets once a month to strategize PBIS activities and support their fellow Drivers. The committee shall include at least three drivers, the location manager, and a representative from the District.

The District believes that all students should have access to our school system. We have developed a collaborative system between our Contractor and the District to provide communication between the School staff and Drivers to support student success on our buses. Our Referral Process facilitates communication between drivers and school staff to implement strategies, education, and tools to teach our students to successfully ride our buses. The Referral Process is included as supplementary material for review. Our Transportation Coordinator plays a strong role in supporting drivers in ensuring student success. This process includes facilitation of strong relationships between our schools and our drivers by scheduling meetings multiple times throughout the year, principals or designees participating in driver trainings, and strategic use of bus monitors (provided by the District) to establish expectations with students.

The District also believes it is important to document and monitor issues, interventions and supports in order to best serve our students and families. Drivers will maintain any records in a confidential manner and collaborate with the District to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments in alignment with Newberg Public Schools School Board Policy JG.

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 (or designee) shall establish direct communications to assure the timeliest awareness of and solutions 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 personnel will be available for calls that cannot be satisfactorily resolved by the contractor. For students in alternative placements outside of the District, the Contractor shall work with the District's Transportation Department.
- (3) The Location Manager, Safety and Discipline Officer, Dispatcher, and Router must all have access and be fluent in the use of email for communicating district information.

3.11 DISTRICT PERSONNEL DRIVERS

- A. In certain circumstances, the District may desire its staff to operate type 10 or type 20 vehicles to transport students. 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 the Contractor to District. District personnel assigned to drive Contractor vehicles shall meet all legal requirements for the operation of those vehicles including required licensing and certification. All District qualified drivers shall meet Contractor approval. District will insure for negligent acts of district drivers and vehicle damage while operated by District qualified drivers under the District's hired vehicles policy.
- B. Contractor agrees, by separate fee to District, to provide the following service for approved District staff who desire to operate type 10 or 20 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.

ARTICLE 4: ECONOMIC TERMS

4.1 Rates for 2023-2024

The rates for the 2023-2024 fiscal year are attached as Appendix A, Rate Schedule, and by this reference are incorporated into this Agreement.

A. COST/FEE STRUCTURE

Contractor will bill district based upon the following separate identifiable fees:

The Fixed Cost amount under Section 1 of Appendix A will represent the costs for the full year and will be paid in twelve monthly installments.

- (1) Included Costs: This fee category is intended to pick up the balance of fixed costs for the full year, based on the current level of transportation service represented by this request, and so that rate based fees do not contain a fixed cost component. Examples of intended fixed costs include, but are not limited to: facility, insurance, management/office staffing, routing software, mechanic staffing and equipment, service vehicles, miscellaneous operating expenses, etc.
- (2) Spare Vehicles: It is the intent of this solicitation that the fixed cost associated with providing spare vehicles in accordance of this solicitation be included in this "Fixed Cost Fee" category.
- (3) Type 20 Activity Vehicles: It is the intent of this solicitation that the fees for two vehicles provided to the high schools be included in this "Fixed Cost Fee" category, including maintenance and mileage. The Contractor will be responsible for fueling up vehicles and billing the district.
- (4) Other Vehicles: It is not the intent of this solicitation that the fixed costs associated with other student transportation vehicles be included in this "Fixed Cost Fee" category.

B. RATE BASED FEES

The remainder of the fees will be Rate-Based and will be charged on a monthly basis according to utilization in accordance with Section 2 of Appendix A. This category is intended to pick up the costs associated with home-to-school routes, individualized transportation routes, trips and other miscellaneous transportation of students. Examples of included rate-based costs include: driver wages and benefits, vehicle fuel, bus and bus equipment depreciation costs, and supplies associated with vehicle maintenance. Rate Based Fees should exclude fixed costs defined above.

- (1) Rates may be established as daily, hourly, or a combination thereof for activity where students are transported.
- (2) Rate fees may not be charged for items such as driver training, or test route driving.
- (3) Contractor will also provide individual fee rates for training district staff as previously specified in this document.
- (4) Rate fees for vehicles driven by District staff (other than those covered by the Fixed Fee Category) shall be based rates set forth in Section 2 e of Appendix A to this Agreement.
- (5) Contractor shall purchase at its own cost, including taxes, all fuel required for the operation of buses hereunder. Fuel prices are assumed at \$4.00 per gallon ("base cost"). Should the base cost exceed \$4.00 per gallon including taxes, the

District will reimburse Contractor the excess cost. First Student will provide documentation substantiating its fuel costs with monthly billing.

- (6) Contractor agrees that the District will have the right, as an additional option, to enter into a separate agreement for the procurement of fuel given that the costs per gallon are below the Contractors assumed costs as outlined in Section 4.1 B- Rate Based Fees. Contractor agrees to use said contract as long as the contract is in force. Contractor agrees to the terms set in Exhibit B.
- (7) All charges to the District for mileage or travel time shall start when bus departs the transportation facility and returns to the transportation facility.
- (8) Contractor will be compensated at the rates set forth in Section 2 of Appendix A on a monthly basis and billing is due to the District by the tenth (10th) of each month for the prior month of service. Payment will be made, net 30 days, from the District receipt of invoice.

4.2 Alternatives, Fleet Changes, Contractor Charters, Subsequent Year Rates and Driver Pay Rates

A. Alternatives

When alternative means of providing student transportation are available, the Contractor shall select the method resulting in the lowest cost to the District, provided transportation requirements are met. The District reserves the right to seek other means of service if it is in the public's best interest to do so.

B. Fleet Changes

If, due to changed requirements or District requests, it is necessary to add or reduce the number of buses, the basis for adjusting the costs will be determined from the Rate Based Fee tables for the cost of adding buses or cost of deleting buses. The amounts quoted for Fixed Cost Fees will not be adjusted if the cumulative number of vehicles added/deleted is 4% or less from the fleet size initially contracted; if the number exceeds 5%, Contractor and District will negotiate any appropriate adjustment to the rates quoted. In the case of eliminated buses, the District agrees to pay Contractor for their use up to 30 days after the reduction notice while Contractor attempts to find another location where they can be utilized. If during the life of the Contract, vehicle types not listed on the Rate Based Fee Schedule are required, the District and Contractor shall negotiate their pricing and add them to the Rate Schedule.

C. Contractor Charters

- (1) 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.
- (2) Contractor will ensure that chartered buses do not show District's name on the bus.
- (3) Contractor work that is not related to District business may not negatively impact the District operation. No regular route drivers can be pulled from the regular route to be reassigned to non-District business.
- (4) Contractor will develop an accurate system to track such use and submit a proposed method to reimburse the District for costs already charged to the district associated with those charter buses used.

D. Subsequent Year Rates

Rates for each fiscal year, following the academic year that begins on July 1, 2023 and ends on June 30, 2024, shall be based upon the rates set forth in Section 4 of Appendix A to this Agreement.

E. Driver Pay Rates

Contractor will pay its Newberg Drivers hourly pay rates of \$28.00 to \$31.11 based on experience determined by the Contractor.

4.3 Contract Changes

The District may at any time in writing require changes in, additions to, or deletions from the services to be performed under this Agreement. If the District and Contractor agree on the terms and conditions of such changes, they shall enter into a written amendment to this Agreement adjusting Contractor 's compensation and other terms and conditions, if any, accordingly . If the District and Contractor cannot reach agreement on the adjustment in the Contractor's compensation or other terms and conditions related to a change in the services, the District may direct the Contractor to proceed in writing, the Contractor will have an obligation to proceed, and the effect on the Contractor's compensation will be determined under the dispute resolution provisions of this Agreement.

The foregoing, including any attached Appendices, represents the entire Agreement between the parties, and no modification shall be binding upon the parties unless reduced to writing.

NEWBERG PUBLIC SCHOOLS

FIRST STUDNET, INC.

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

Newberg Public Schools District School Board approved March 14, 2023

APPENDIX A
FEE RATE SCHEDULE

1. Fixed Cost:

Annual Fee	\$ 2,133,220.12
Monthly Fee (annual divided by 12 months)	177,768.34

2. Rate-Based Cost⁽¹⁾:

a) Regular Home-to school Daily Rate (up to 3 hours):

84-89 passenger bus	\$ 200.89
65-78 passenger bus	200.89
54-72 passenger bus w/ lift	200.89
12-30 passenger bus w/out lift	200.89
12-30 passenger bus w/ lift	200.89

⁽¹⁾ Base charge is only applicable to buses assigned a regular home-to-school route.

b) Regular Home-to-school Hourly rate over first 3 hours of daily use:

84-89 passenger bus	\$ 50.95
65-78 passenger bus	50.95
54-72 passenger bus w/ lift	50.95
12-30 passenger bus w/out lift	50.95
12-30 passenger bus w /lift	50.95

c) Summer and Extended School Year Rates – The rate charged for each regular route bus per hour operated for Summer School or special education extended school year programs is as follows:

84-89 passenger bus	\$ 66.96
65-78 passenger bus	66.96
54-72 passenger bus w/ lift	66.96
12-30 passenger bus w/out lift	66.96
12-30 passenger bus w/lift	66.96

d) Hourly rate for all activity, field trips transportation:

84-89 passenger bus	\$ 66.96
65-78 passenger bus	66.96
54-72 passenger bus w/ lift	66.96
12-30 passenger bus w/out lift	66.96
12-30 passenger bus w/lift	66.96
Overnight Charge	per Driver per Day - \$50
	Hotel – Actual cost

e) Activity vehicles driven by staff will be:

12-30 passenger bus w/out lift	\$ N/A
Other: Monthly Lease	1,938.10

3. District Staff Bus Driver Training - Unit Fee per driver per hour

Classroom	\$ 62.61
Behind the wheel	62.61

4. Basis for Annual Escalation of Fees

For each year, subsequent to the initial year, of the service agreement period, Contractor is entitled to raise all scheduled fees by fixed annual formula or CPI indicator, calculated as follows:

Annual escalator adjustment is based on the percentage change in the U.S. Department of Labor Consumer Price Index, Pacific, for all Urban Consumers, recorded between January of the preceding year and January of the current year. In no event, however, shall the rate of increase granted fall below 4.5% or exceed 7% in a given contract year.

The parties agree to meet each year to review service level, expenses and market conditions and the impact on rate increases for the coming year. In addition, during the term of the contract the parties agree that one or both parties can request a meeting to negotiate in good faith over requested modifications to annual increases.

5. Other Fees

Diesel and unleaded gasoline will have a fuel peg of \$4.00 per gallon.

Overnight charge is \$50.00 per driver per day plus the actual cost of motel.

EXHIBIT B

FUELING STATION SCHEDULE AND REQUIREMENTS

(1) The Contractor will conduct fueling only during scheduled dates and times included in a quarterly schedule agreed to by authorized District personnel, authorized Contractor personnel, and the City Manager or Public Works Director. All parties must agree to the first quarterly schedule prior to the initiation of the first fueling event. The City will allow the District and/or Contractor to fuel at the maintenance yard before or after Newberg Public Works' yard operational hours. Any other times must be expressly included in the quarterly schedule or otherwise agreed to in advance and in writing by the City Manager or Public Works Director.

Public Works current yard operations hours:

April-October	Monday -- Thursday	6:30 AM – 4 PM
October -April	Monday -- Friday	8:00 AM – 4 PM

(2) The Operational hours may change at the City's sole discretion. If this occurs, the City will notify the District in writing 30 days before the scheduling changes, so a new fueling schedule can be developed. And the District will notify the Contractor within those 30 days.

(3) All personnel and contractors hired, employed, or otherwise engaged by the District to fuel up at the City's fueling station must complete the City's fueling training. The District or its contractor must retain the training records for their personnel and contractors.

(4) All buses fueling up at the City's fuel station must have an identifiable number marked outside the vehicle.

(5) Vehicle windshield badges will be issued based on the above vehicle numbers. These badges allow vehicles into the facilities during off hours. The Contractor is responsible for removing and returning badges to the District as buses are sold or replaced.

(6) The Contractor shall be responsible for keeping track of windshield badges and maintaining a database of the badge assigned to each bus. The Contractor will pay the District for any costs or expenses incurred as a result of lost or missing badges, including any costs the City deems necessary to reestablish the security of the City's maintenance yard.

(7) The District and the City are not responsible for any damages arising from or caused by the Contractor personnel filling vehicles or equipment with incorrect fuel.

(8) The Contractor will hold the District and the City harmless from all damage the fuel may cause to the District's or its contractor's equipment.

(9) The Contractor is responsible for notifying all vehicle and equipment operators that they are under video surveillance while on City property.