Presented to the Board of Directors:

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Agenda</th>
<th>Item No:</th>
<th>073119-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason:</td>
<td>Approve Agenda</td>
<td>Attachment:</td>
<td>Yes</td>
</tr>
<tr>
<td>From:</td>
<td>Andrew Grzeskowiak</td>
<td>Date:</td>
<td>July 31, 2019</td>
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Background:
The superintendent, board chair and vice-chair meet to prepare the agenda one week prior to the board meeting. Items of business may be suggested by any board member, staff member, student or citizen of the district by notifying the superintendent at least five working days prior to the meeting. Any changes to the agenda must be approved by majority vote.

Recommendation:
Administration recommends approval of the agenda.

Resolution #073119-4 Approve Agenda
Be it Resolved that the Siuslaw School District Board of Directors approve the June 19, 2019 agenda as presented.

Suzanne Mann-Heintz, Board Chair

Kari Blake, Business Manager/Deputy Clerk
Siuslaw School District 97J Board of Directors
Special and Regular Board Meeting
July 31, 2019 – 6:30pm

Notice and Agenda

Mission: “Motivating and preparing all students to reach their greatest potential.”

1. Call to Order, Flag Salute – Chair Mann-Heintz
2. Welcome Patrons, Staff and Press – Chair Mann-Heintz
3. Administer Oath of Office to Newly Elected Board Members
4. Approve Agenda – Chair Mann-Heintz
5. Elect 2019-2020 Chairperson and Vice – Chair Mann-Heintz
6. Approve Consent Agenda – Superintendent Grzeskowiak
   - JFCEB/JFCEB-AR – Personal Electronic Devices & Social Media
7. Public Participation – Chair
8. Co-educational and Community Partners – Chair
   None
9. Program Highlights - Superintendent Grzeskowiak
   None
10. Action Items
    a. Organizational Requirements – Superintendent Grzeskowiak
    b. Policy Updates – Superintendent Grzeskowiak
       i. GBCBA – Alcohol/Controlled Substance Use
    c. DMV Intergovernmental Agreement (IGA) – Kari Blake
    d. Interagency Agreements - Bus Driver Testing – Kari Blake
    e. Meal Price Adjustment – Kari Blake
11. Acknowledgements – Chair and Board
12. Reports
   a. Superintendent’s Communications – Superintendent Grzeskowiak
   b. Business Manager Communications – Kari Blake
   c. Administrator Reports – Superintendent Grzeskowiak
   d. Board Chair Communications – Chair

   OSBA Summer Board Conference Highlights
   Board Retreat – August 2, 2019 – 8:00 – 4:00
   Regular Board Meeting – August 14, 2019 – 6:30PM

13. Executive Session

   a. ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or agent, unless he or she requests an open meeting.

   Close Executive Session – Return to Regular Session

   i. Action, if necessary, following Executive Session

   b. ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or agent, unless he or she requests an open meeting.

   Close Executive Session – Return to Regular Session

   i. Action, if necessary, following Executive Session

   c. ORS 192.660(2)(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or agent, unless he or she requests an open meeting.

   Close Executive Session – Return to Regular Session

   i. Action, if necessary, following Executive Session

14. Adjourn – Chair
Presented to the Board of Directors:

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Consent Agenda</th>
<th>Item No: 073119-6</th>
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<tbody>
<tr>
<td>Attachment:</td>
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<tr>
<td>Reason:</td>
<td>Consent Business</td>
<td>From: Andrew Grzeskowiak</td>
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<tr>
<td>Date:</td>
<td>July 31, 2019</td>
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**Background:**
This month’s consent agenda contains the following items:
- Minutes of the June 19, 2019 Regular Board Meeting
- Minutes of the June 26, 2019 Special Meeting
- June Financial Reports
- Policy JFCEB/JFCEB-AR – Personal Electronic Devices and Social Media – 2nd Reading

**Recommendation:**
Administration recommends approval of the consent agenda as presented. The board is reminded that any consent agenda items which may require additional discussion may be added to the agenda as a regular item.

**Resolution #073119-6 Consent Agenda**
Be it Resolved that the Siuslaw School District Board of Directors approve the consent agenda as presented.

________________________________________
, Board Chair

Kari Blake, Business Manager/Deputy Clerk
Siuslaw School District 97J Board of Directors
Special and Regular Board Meeting
June 19, 2019 – 5:45pm
Minutes

Mission: “Motivating and preparing all students to reach their greatest potential.”

Directors:  Paul Burns    John Barnett    Bob Sneddon
Guy Rosinbaum    Bill McDougle    Dennis King
Suzanne Mann-Heintz

Others in Attendance: Andy Grzeskowiak, Superintendent
Kari Blake, Business Manager
Vonnie McClellan, Board Secretary
Staff, Patrons, Media

1. Call to Order, Flag Salute
Chair Mann-Heintz called the meeting to order at 5:46PM followed by the flag salute and a reading of the district mission statement.

2. Executive Session
Chair Mann-Heintz called executive session to order under ORS 192.660(2)(b) at 5:50PM. Mann-Heintz read the following statement: “The board will now meet in executive session to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or agent, unless he or she requests an open meeting, in regard to ORS 192.660(2)(b). Representatives of the news media and designated staff shall be allowed to attend. Representative of the news media allowed to observe the executive session are directed not to report on any of the deliberations of the executive session. At the end of executive session, the board will return to open session.”

Board members, Superintendent Grzeskowiak, Board Secretary Vonnie McClellan, Press members Chantelle Meyer and Jared Anderson remained in the room.

Chair Mann-Heintz closed executive session and returned to regular session at 6:53PM.

3. Action, if necessary, following Executive Session
Guy Rosinbaum motioned to accept the recommendation of the Superintendent and dismiss teacher, Clint Tatum, for improper conduct that does not meet the standards of the District and of the Teacher Standards and Practices Commission, effective immediately. Paul Burns seconded the motion. The motion carried unanimously.

4. Chair Mann-Heintz called on building administrators who recognized the following staff members on their retirement from the school district. The retirees were also honored at an all staff meeting in May.
Diane Conlee – 30 years
Lynnette Holdahl – 30 years
Kay Huff – 24 years
Colleen Christian – 21 years
Luell Scott – 8 years

Chair Mann-Heintz recognized out-going board member Bill McDougle for his service on the board the last 4 years. Mann-Heintz noted that McDougle, a former teacher and board member in Bakersfield, California, will be missed for the knowledge and the humor he brought to the board.

Mann-Heintz called for a brief recess for refreshments at 7:05PM. Mann-Heintz resumed the meeting at 7:15PM.
5. Approve Agenda
Chair Mann-Heintz called for approval of the agenda.  
Resolution #061919-5 Approve Agenda
Guy Rosinbaum motioned to approve the June 19, 2019 agenda as presented.  Bill McDougle seconded and the motion carried unanimously.

6. Approve Consent Agenda
Superintendent Grzeskowiak recommended approval of the consent agenda which contained the following items:  
Minutes of the May 8, 2019 Regular Board Meeting  
May Financial Reports  
June 2019 Enrollment Report  
Policy JECB/JECB-AR – Admission of Nonresident Students – 2nd Reading  
Administrator Employment Contracts  
Resolution #061919-3 Consent Agenda
Paul Burns motioned that the Siuslaw School District Board of Directors approve the consent agenda as presented.  Guy Rosinbaum seconded and the motion carried unanimously.

7. Public Participation
None

8. Co-educational and Community Partners
Bob Teter, Siuslaw Outreach Center, provided the board with an overview of the presentation he recently gave at the middle school.  Teter gives a presentation on Cyberbullying and Sexting every three years.

   Linda Stent of the Florence-Siuslaw Lion’s Club shared that Lions Clubs International is the largest service club in the world.  Stent noted that locally, though the club Florence-Siuslaw Club is small, they contribute greatly to the Florence-Siuslaw region.  Siuslaw students, through a referral program, have received eye exams, eye glasses, and hearing aids.  A sampling of other activities are: flags/booklets for 1st graders, Lion’s Youth Exchange, Lion’s Club camp, and scholarships.

9. Program Highlights
McKenzie Perry updated the board on the recent Outdoor School experience.  Perry noted that this is the first year back for the traditional overnight Outdoor School.  Sixth grade students stayed 3 nights and 4 days and gained outdoor literacy.  Perry noted that Jamie Gorder managed the kitchen with the help of Rotary Club members throughout the week.  The Siuslaw Education Foundation provided camp t-shirts which were designed and tie-dyed by the students.  Perry thanked the board for their support of bringing the program back to an overnight program.

10. Open Budget Hearing for Public Input
Chair Mann-Heintz opened the budget Hearing at 7:53PM for public input.  Hearing none, Chair Mann-Heintz closed the budget hearing at 7:54PM.

11. Action Items
   a. 2019-2020 Budget Adoption  
   Business Manager recommended approval of the budget as presented.  
   Resolution #061919-11(a) Budget Adoption
   Guy Rosinbaum motioned that the Board of Directors of the Siuslaw School District 97J hereby adopts the approved budget, as adjusted, for fiscal year 2019-20 and sets appropriations at $24,863,446 now on file at the district administrative office, 2111 Oak Street, Florence, Oregon.  Further, Rosinbaum stated that the Board of Directors of the Siuslaw School District 97J hereby impose the taxes provided for in the adopted budget:
   (1) At the permanent rate of $3.8928 per $1,000 of assessed value for operations;
   (2) At the rate of $.75 per $1,000 of assessed value for local option tax;
   (3) In the amount of $0 for bonds; and that these taxes are hereby imposed and categorized for the tax year 2019-20 upon the assessed value of all taxable property within the district as follows:
b. 2018-2019 Supplemental Budget

Kari Blake stated that a supplemental budget hearing is necessary when the adjustment exceed 10% of the overall budget by fund. When the district receives additional dollars after the original budget has been adopted, a supplemental budget must be approved by the board to expend those additional funds received. Blake recommended the board approve this item by adopting and appropriating the amounts listed in Resolution #061919-11(b) Supplemental Budget. Paul Burns motioned that the board of directors of the Siuslaw School District 97J adjust the expenditure functions as presented. Guy Rosinbaum seconded and the motion carried unanimously.

c. Textbook Adoption

Superintendent Grzeskowiak provided background on the curriculum adoption:
Social studies curriculum materials are being presented for adoption. A 1st reading of the curriculum adoption was held at the May 8, 2019 board meeting. Principal Kerri Tatum led a curriculum committee of middle and high school instructors to review the materials. A public review of the materials were made at the 21st Century Site Council meeting on April 23, 2019 and the books have been available for public viewing at the Siuslaw School District Office since April 15, 2019.
Grzeskowiak recommended adoption of the Social Studies curriculum as presented. Resolution #061919-11(c) Social Studies Curriculum Adoption

John Barnett motioned that the Siuslaw School District Board of Directors approve the curriculum adoption as presented. Bill McDougle seconded and the motion carried unanimously.

d. Policy Updates – Superintendent Grzeskowiak

i. JFCEB/JFCEB-AR – Personal Electronic Devices & Social Media

Superintendent Grzeskowiak stated that he had met with community member Pam Hickson, board member Mann-Heintz, Administrators Marohl and Tatum to review policy JFCEB/JFCEB-AR – Personal Electronic Devices and Social Media. The policy was recommended for review by the board and administration at the May 8, 2019 board meeting. The committee provided and updated policy and AR for the board to review. Paul Burns asked if there was enough district owned equipment to meet the requirements of the policy. Grzeskowiak stated that there was sufficient district equipment for students to access. The policy and AR were presented for a 1st reading.

ii. GBCBA – Drug and Alcohol Use by Employees

Superintendent Grzeskowiak stated that he met with community member Pam Hickson, board member Mann-Heintz, Administrators Marohl and Tatum to review policy GBCBA – Drug and Alcohol Use by Employees. The policy was recommended for review by administration to better align the policy with district procedures. The original version revised by the district on 2/12/2014 is attached and has recommended revisions from the policy review committee. The revision removes language referring to an Employee Assistance Program (EAP). Upon review by OSBA it was noted that OSBA has an updated sample policy (dated 7/19/16) for GBCBA. It is recommended that the board review and make a choice between the two policy drafts for a 1st reading. Grzeskowiak recommended the newer OSBA sample policy for the cleaner language it contains. Director Rosinbaum asserted that Grzeskowiak should make sure that the policy matches employee contract language. Director Sneddon stated that the OSBA sample is more concise. Superintendent Grzeskowiak will compare the contract language with the new sample and if it matches, will place it on the consent agenda for approval in July.

12. Acknowledgements

Chair Mann-Heintz and board members recognized individuals and groups for their efforts for the district. Director Bill McDougle wished to acknowledge the board for appointing him to the position 4 years ago. McDougle stated that there is a real contrast to being on a school board with 30,000 students as was the
Case in his former district, Bakersfield School District, to being at a smaller district. McDougle went on to thank the board and state that his time on Siuslaw School Board felt like being part of a family.

13. Reports

a. Superintendent’s Communications
Superintendent Grzeskowiak reviewed his written board report and announced recent hires and resignations:

- **New Hires/New Positions** -
  - Leonard Ulrich – Siuslaw Elementary School Administrator
  - Sam Johnson – Siuslaw High School Teacher
  - Timothy Tregoning – Siuslaw High School Teacher
  - Lona Dengler – Siuslaw Middle School Teacher
  - Alexandria Botter – Siuslaw Elementary School Teacher
  - Rebecca Chapman – Siuslaw Elementary School Teacher
  - Angela DeSarro – Siuslaw Elementary School Teacher
  - Angela Uhling – SpEd Bus Driver – District Transportation
  - Tori Shubin – Volleyball Coach – Siuslaw Middle School
  - Sam Johnson – Head Football Coach – Siuslaw High School
  - Lona Dengler – Assistant Volleyball Coach – Siuslaw High School

- **Retirements/Resignations** -
  - Chad Smith – Varsity Football, SHS
  - Kendall Mack – 8th Grade ELA, SMS
  - Chelsey Bartlett-Stemberg – 4th Grade, SES
  - Chelsey Bartlett-Stemberg – Volleyball Asst., SHS

b. Business Manager Communications
Kari Blake reviewed her written board report which included a transportation update on stop-arm cameras. Blake shared a draft letter should the board wish to reach out to local representatives to urge them to support any bill that would allow for the use of this valuable tool in an effort to help prevent and cite red light runners. Our local law enforcement has been extremely supportive but can only issue a citation when our drivers are able to capture accurate license plate information. Director Sneddon shared that a letter should be drafted now and again in the fall in support of a bill to allow the installation of stop-arm cameras on buses. All board members agreed. Additionally Blake shared that numbers are up for summer food service.

c. Administrator Reports
Administrators provided the board with written reports.

d. Board Chair Communications
Chair Mann-Heintz reminded the board of upcoming meetings:
- OSBA Summer Board Conference, July 20-21 – Sneddon, King, Barnett, Grzeskowiak are attending.
- July 31 – Regular School Board Meeting
- August 2 – All Day Board Retreat
- August 14 – Regular School Board Meeting

Chair Mann-Heintz called for a brief recess at 8:50PM. Mann-Heintz returned to regular session at 9:02PM and explained the board would now be going into executive session.

14. Executive Session
Chair Mann-Heintz called executive session to order under ORS 192.660(2)(b) at 9:05PM. Mann-Heintz read the following statement: “The board will now meet in executive session to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or agent, unless he or she requests an open meeting, in regard to ORS 192.660(2)(b). Representatives of the news media and designated staff shall be allowed to attend. Representative of the news media allowed to observe the executive session are directed not to report on any of the deliberations of the executive session. At the end of executive session, the board will return to open session.”

Board members, Superintendent Grzeskowiak, Board Secretary Vonnie McClellan, Press member Jared Anderson remained in the room.

Chair Mann-Heintz closed executive session and returned to regular session at 9:48PM.
15. Action, if necessary, following Executive Session
   Bob Sneddon motioned that the board would conduct a hearing regarding the complaint with the possibility of a 3rd party investigation. Paul Burns seconded the motion. A date of Wednesday, June 26, 2019 at 6:30PM was chosen for the Special Meeting. The board voted unanimously in favor of the motion. Chair Mann-Heintz agreed to draft letters to both Superintendent Grzeskowiak and the complainant, Shannon Sheets, with the date, time and information about the hearing.

16. With no further business, Guy Rosinbaum motioned to adjourn. Bill McDougle seconded. Chair Mann-Heintz adjourned the meeting at 9:52PM.

Suzanne Mann-Heintz, Board Chair

Vonnie McClellan, Board Secretary
Minutes

Directors: Paul Burns  John Barnett  Bob Sneddon  Guy Rosinbaun Bill McDougle  Dennis King  Suzanne Mann-Heintz

Others in Attendance: Andy Grzeskowiak, Superintendent  Vonnie McClellan, Board Secretary  Staff, Patrons, Media

Mission: “Motivating and preparing all students to reach their greatest potential.”

1. Board Chair Suzanne Mann-Heintz called the meeting to order at 6:31PM. Mann-Heintz stated that school district attorney, Brian Hungerford, would be on speaker phone throughout the meeting. Mr. Hungerford acknowledged he was on the line. Mann-Heintz welcomed all in attendance and led the board in the flag salute.

2. Approve Agenda
Guy Rosinbaum motioned to approve the agenda noting the removal of the second executive session item listed under ORS.292.660(2)(h). John Barnett seconded and motion passed unanimously.

3. Call Executive Session to Order
At 6:37PM Chair Mann-Heintz stated that the board would be going into executive session under ORS292.660(2)(b) and read the following statement to all present:
“The school board will now meet in executive session to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing, in regard to ORS 192.660(2)(b), which allows the board to meet in executive session for that purpose. Representatives of the news media and designated staff shall be allowed to attend. Representative of the news media allowed to observe the executive session are directed not to report on any of the deliberations of the executive session. At the end of executive session, the board will return to open session.”

One patron exited the room at 6:38PM. Siuslaw News reporter, Jared
Anderson, and School Board secretary, Vonnie McClellan remained in the room. Superintendent Grzeskowiak remained in the room for a portion of the executive session.

4. Chair Mann-Heintz closed the executive session at 8:33PM and returned to open session. Mann-Heintz stated that the hearing would continue when the complainant is available to be attendance.

5. Action, if necessary, following Executive Session I
   No action.

6. Guy Rosinbaum motioned to adjourn the meeting at 8:35PM. John Barnett seconded and Chair Mann-Heintz adjourned the meeting at 8:35PM.
### Revenues

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<th>Budget</th>
<th>Balance</th>
<th>Comments</th>
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<td><strong>Total Revenue</strong></td>
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### Expenditures

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<td>Other Objects</td>
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SIUSLAW SCHOOL DISTRICT 97J
MONTHLY CASH FLOW - GENERAL FUND
June 30, 2019
## Siuslaw School District
### 2018-2019

### Fund 203 Ebiss & Aspire

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<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
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<td><strong>REVENUES</strong></td>
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<td>Local Revenues</td>
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<tr>
<td>State Revenue</td>
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<td>Federal Revenue</td>
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<td><strong>TOTAL REVENUES</strong></td>
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<td><strong>EXPENDITURES</strong></td>
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<tr>
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<td>$ 95,676</td>
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### Fund 204 21st Century

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<th></th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Revenues</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>State Revenue</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>$ 300,000</td>
<td>$ 28,062</td>
</tr>
<tr>
<td>Beginning Balance</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 300,000</td>
<td>$ 28,062</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Services</td>
<td>$ 166,071</td>
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<tr>
<td>Employee Benefits</td>
<td>$ 89,429</td>
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<td>$ 19,500</td>
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<td>Supplies &amp; Materials</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 300,000</td>
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</table>

### Fund 207 Title IIA

<table>
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<tr>
<td><strong>REVENUES</strong></td>
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<tr>
<td>Local Revenues</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>State Revenue</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>$ 70,000</td>
<td>$ 61,424</td>
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<tr>
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<td>$ -</td>
<td>$ -</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 70,000</td>
<td>$ 61,424</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Services</td>
<td>$ 18,500</td>
<td>$ 18,501</td>
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<tr>
<td>Employee Benefits</td>
<td>$ 4,367</td>
<td>$ 4,662</td>
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<td>Purchased Services</td>
<td>$ 47,133</td>
<td>$ 35,624</td>
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<tr>
<td>Supplies &amp; Materials</td>
<td>$ -</td>
<td>$ 1,937</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 70,000</td>
<td>$ 75,449</td>
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### Fund 209 IDEA

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Revenues</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>State Revenue</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>$ 230,343</td>
<td>$ 245,013</td>
</tr>
<tr>
<td>Beginning Balance</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 230,343</td>
<td>$ 245,013</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Services</td>
<td>$ 155,136</td>
<td>$ 155,603</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 75,207</td>
<td>$ 89,410</td>
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<tr>
<td>Purchased Services</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Other Objects</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 230,343</td>
<td>$ 245,013</td>
</tr>
</tbody>
</table>

*note = Grant revenues are typically claimed quarterly or following an allowable claim period. All grant expenditures are claimed by June 30th, which is the last day of the 2018-2019 fiscal year.

*Twilight Expenditures/Revenues are from the 17-18 grant, which closes on 9/30/2018

*IDEA grant cannot be claimed against until the district has spent a certain amount of GF dollars on Sped.
### Siuslaw School District
#### 2018-2019

#### Fund 210 Title I

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>State Revenue</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>$ 620,861</td>
<td>$ 931,355</td>
</tr>
<tr>
<td>Beginning Balance</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$ 620,861</strong></td>
<td><strong>$ 931,355</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>$ 390,286</td>
<td>$ 558,005</td>
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<td>Employee Benefits</td>
<td>$ 230,475</td>
<td>$ 345,220</td>
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<td>Purchased Services</td>
<td>$ 100</td>
<td>$ 7,447</td>
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<tr>
<td>Supplies &amp; Materials</td>
<td>$ -</td>
<td>$ 20,683</td>
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<tr>
<td>Capital Outlay</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>$ 620,861</strong></td>
<td><strong>$ 931,355</strong></td>
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</table>

#### Fund 212 Indian Ed

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Revenues</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>State Revenue</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Federal Revenue</td>
<td>$ 27,050</td>
<td>$ -</td>
</tr>
<tr>
<td>Beginning Balance</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$ 27,050</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>$ 18,548</td>
<td>$ -</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$ 8,502</td>
<td>$ -</td>
</tr>
<tr>
<td>Purchased Services</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Other Objects</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>$ 27,050</strong></td>
<td><strong>$ -</strong></td>
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</table>
### BUS RESERVE REVENUE/EXPENDITURE FORECAST

<table>
<thead>
<tr>
<th></th>
<th>Fund 232</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Participation Fees</td>
<td>$ 5,000</td>
<td>$ 57,488</td>
<td>$ 57,488</td>
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</tr>
<tr>
<td>Bus Lease Purchase</td>
<td>$ 200,000</td>
<td>$ 181,015</td>
<td>$ 181,015</td>
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</tr>
<tr>
<td>Bus Depreciation</td>
<td>$ 157,374</td>
<td>$ -</td>
<td>$ 157,374</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>$ 288,136</td>
<td>$ -</td>
<td>$ 288,136</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 650,510</td>
<td>$ 238,503</td>
<td>$ 684,013</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement Equipment</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 15,000</td>
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<tr>
<td>Lease Purchases</td>
<td>$ 200,000</td>
<td>$ 191,765</td>
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<tr>
<td>Principal</td>
<td>$ 154,661</td>
<td>$ 158,210</td>
<td>$ 158,210</td>
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<tr>
<td>Interest</td>
<td>$ 19,998</td>
<td>$ 18,629</td>
<td>$ 18,629</td>
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<tr>
<td>Unappropriated End Balance</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$ 650,510</td>
<td>$ 368,604</td>
<td>$ 391,839</td>
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<tr>
<td><strong>ESTIMATED FUND BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ 292,174</td>
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</table>
### SIUSLAW SCHOOL DISTRICT
#### 2018-2019

**FOOD SERVICE REVENUE/EXPENDITURE FORECAST**

<table>
<thead>
<tr>
<th>Fund 240</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$ 50</td>
<td>$ 255</td>
<td>$ 260</td>
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<tr>
<td>Sale of Student Meals</td>
<td>$ 29,000</td>
<td>$ 82,352</td>
<td>$ 85,000</td>
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<tr>
<td>Miscellaneous</td>
<td>$ 950</td>
<td>$ 1,853</td>
<td>$ 2,000</td>
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<tr>
<td>Other Restricted Grants</td>
<td>$ 50,000</td>
<td>$ 11,107</td>
<td>$ 15,000</td>
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<tr>
<td>Federal Reimbursement</td>
<td>$ 422,982</td>
<td>$ 403,621</td>
<td>$ 405,000</td>
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<tr>
<td>Interfund Transfers</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Revenue on Behalf of District</td>
<td>$ 5,000</td>
<td>$ 5,308</td>
<td>$ 5,308</td>
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<tr>
<td>Beginning Balance</td>
<td>$ 108,933</td>
<td>-</td>
<td>$ 97,047</td>
</tr>
<tr>
<td><strong>TOTAL RESOURCES</strong></td>
<td>$ 616,915</td>
<td>$ 504,495</td>
<td>$ 609,615</td>
</tr>
</tbody>
</table>

| **EXPENDITURES** |        |                        |                          |
| Salary | $ 209,580 | $ 202,282 | $ 202,282 |
| Benefits | $ 118,585 | $ 125,290 | $ 125,290 |
| Repairs & Maintenance | $ 5,000 | - | - |
| Equipment | $ 5,500 | - | - |
| Non-Instr. Services | $ 1,000 | $ 1,994 | $ 1,994 |
| CACFP Non-Instr. | - | - | - |
| Supplies/Food | $ 255,000 | $ 235,554 | $ 235,554 |
| Travel | $ 250 | $ 1,730 | $ 1,730 |
| Advertising | - | - | - |
| Dues & Fees | $ 2,000 | $ 1,469 | $ 1,469 |
| Technology | - | - | - |
| Unapprop. Ending Fund Balance | $ 20,000 | - | - |
| **TOTAL EXPENDITURES** | $ 616,915 | $ 568,320 | $ 568,319 |

**ESTIMATED ENDING FUND BALANCE**

$ 41,296
# CONSTRUCTION EXCISE TAX REVENUE/EXPENDITURE FORECAST

<table>
<thead>
<tr>
<th>Fund 280</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>Excise Tax</td>
<td>$60,000</td>
<td>$110,817</td>
<td>$115,000</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>$397,132</td>
<td>$-</td>
<td>$541,874</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$459,632</td>
<td>$110,817</td>
<td>$659,374</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchased Services</td>
<td>$150,000</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>Reserved for next year</td>
<td>$309,632</td>
<td>$-</td>
<td>$309,632</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$459,632</td>
<td>$-</td>
<td>$309,632</td>
</tr>
<tr>
<td><strong>ESTIMATED ENDING FUND BALANCE</strong></td>
<td></td>
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<td>$349,742</td>
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## CAPITAL PROJECTS REVENUE/EXPENDITURE FORECAST

<table>
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<tr>
<th>Fund 400</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$15</td>
<td>$-</td>
<td>$15</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Other Restricted Grants</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>$143</td>
<td>$-</td>
<td>$143</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$158</td>
<td>$-</td>
<td>$158</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchased Services</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Supplies</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Capital Improvement</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Transfer of Funds</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Reserved for next year</td>
<td>$158</td>
<td>$-</td>
<td>$158</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$158</td>
<td>$-</td>
<td>$158</td>
</tr>
<tr>
<td><strong>ESTIMATED ENDING FUND BALANCE</strong></td>
<td></td>
<td></td>
<td>$-</td>
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</table>

## QSCB CONSTRUCTION REVENUE/EXPENDITURE FORECAST

<table>
<thead>
<tr>
<th>Fund 402</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>$3,000</td>
<td>$-</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$3,000</td>
<td>$-</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchased Services</td>
<td>$3,000</td>
<td>$-</td>
<td>$3,000</td>
</tr>
<tr>
<td>Improve other than Building</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Reserved for next year</td>
<td>$</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$3,000</td>
<td>$-</td>
<td>$3,000</td>
</tr>
<tr>
<td><strong>ESTIMATED ENDING FUND BALANCE</strong></td>
<td></td>
<td></td>
<td>$-</td>
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</tbody>
</table>
## G. O. BOND DEBT SERVICE REVENUE/EXPENDITURE FORECAST

<table>
<thead>
<tr>
<th>Fund 300</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Property Tax</td>
<td>$1,149,459</td>
<td>$1,560,259</td>
<td>$1,600,000</td>
</tr>
<tr>
<td>Prior Year Property Tax</td>
<td>$20,000</td>
<td>$77,553</td>
<td>$80,000</td>
</tr>
<tr>
<td>Payments In Lieu Property Tax</td>
<td>$1,500</td>
<td>$448</td>
<td>$1,500</td>
</tr>
<tr>
<td>Interest</td>
<td>$1,200</td>
<td>$2,206</td>
<td>$1,800</td>
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<tr>
<td>Beginning Fund Balance</td>
<td>$597,862</td>
<td>-</td>
<td>$597,862</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$1,770,021</td>
<td>$1,640,467</td>
<td>$2,281,162</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Redemption of Principal</td>
<td>$1,565,000</td>
<td>$1,564,978</td>
<td>$1,565,000</td>
</tr>
<tr>
<td>Interest</td>
<td>$77,825</td>
<td>$77,222</td>
<td>$77,825</td>
</tr>
<tr>
<td>Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Contingency</td>
<td>$127,196</td>
<td>-</td>
<td>$638,337</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$1,770,021</td>
<td>$1,642,200</td>
<td>$2,281,162</td>
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<tr>
<td><strong>ESTIMATED ENDING FUND BALANCE</strong></td>
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</table>

## QZAB DEBT SERVICE REVENUE/EXPENDITURE FORECAST

<table>
<thead>
<tr>
<th>Fund 301</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interfund Transfer</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Beginning Fund Balance</td>
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<td>$2,250</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
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<td>-</td>
<td>$2,250</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Redemption of Principal</td>
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</tr>
<tr>
<td>Interest</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Ending Balance</td>
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<td>$2,250</td>
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<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>$2,250</td>
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## QSCB DEBT SERVICE REVENUE/EXPENDITURE FORECAST

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<thead>
<tr>
<th>Fund 302</th>
<th>BUDGET</th>
<th>ACTUAL through 6/30/19</th>
<th>PROJECTED for Fiscal Year</th>
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<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Interest IRS</td>
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<tr>
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<td><strong>EXPENDITURES</strong></td>
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<tr>
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<tr>
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<tr>
<td><strong>ESTIMATED ENDING FUND BALANCE</strong></td>
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<td></td>
<td>-</td>
</tr>
</tbody>
</table>
Personal Electronic Devices and Social Media
(Student may possess a personal electronic device with certain restrictions)

Student possession or use of personal electronic devices on district property, in district facilities during the school day and while the student is in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the principal and approved by the superintendent.

A “personal electronic device” is a device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data.

“Independent communication” means communication that does not require assistance or interpretation by an individual who is not part of the communication but that may require the use or assistance of an electronic device.

Elementary and Middle school students, kindergarten through the 8th grade, shall not use personal electronic communication devices during the school day, 8:25am to 3:10pm, including breaks and lunch periods. Any student needing a personal electronic communication device for after the school day may keep the device in their locker, bag or the school office, powered off.

Computers, tablets, iPads and other personal electronics including cell phones brought to school, will be restricted to academic activities and independent communications during class at the teacher’s direction. Devices which have the capability to take photographs or record video shall not be used for such purposes while on district property or while a student is engaged in district-sponsored activities unless as expressly authorized in advance by the principal or designee.

If the district implements a curriculum that uses technology, students will be expected to use district owned equipment may be allowed to use their own personal electronic devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices, for curriculum.

A process for responding to a student’s request to use a personal electronic device, including an appeal process if the request is denied, will be provided.

The district will not be liable for personal electronic devices brought to district property and district-sponsored activities.

All students, kindergarten through 12th grade, may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the access is approved by a district representative. The district will not be liable for information or comments posted by students on social media websites.
Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with prior principal or designee approval or when use is provided for in a student’s individualized education program (IEP).

All students, kindergarten through 12th grade, are subject to disciplinary action up to and including expulsion for using a personal electronic device in any manner that is academically dishonest, illegal or violates the terms of this policy. A referral to law enforcement officials may also be made. Personal electronic devices brought to district property or used in violation of this policy are subject to confiscation and will be released to the student’s parent or property owner, as appropriate.

In reference to Policy JFCF Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence - Student, electronic communications that create a disruption to the educational environment or that lead to a hostile learning environment for a student may be subject to school discipline, up to and including expulsion, for violations of District policies and State or Federal equal opportunity statutes.

The superintendent shall ensure that the Board’s policy and any subsequent school rules developed by building administrators are reviewed and approved in advance to ensure consistency with this policy and that pertinent provisions of policy and school rules are communicated to staff, students and parents through building handbooks and other means.

END OF POLICY

Legal Reference(s):

ORS 332.107 | ORS 336.840


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1The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.
Personal Electronic Communication Devices

Students may use and possess personal electronic communication devices on district grounds subject to the following:

1. Personal electronic communication devices shall not be used in a manner that disrupts the educational process, school programs or activities, or in a manner that violates law, Board policy, administrative regulation or school rules;

2. Unless as authorized in advance by the building principal or designee for health or safety reasons, or in the event of an emergency situation that involves imminent physical danger, devices shall be turned on and operated only before school, at lunch time, and after the regular school day outside the school building;

3. At no time will any personal electronic communication device which allows for a wireless, unfiltered connection to the Internet be allowed to be used for such purposes while on district property or while the student is engaged in school-sponsored activities;

4. Cellular telephones which have the capability to take “photographs” or “moving pictures” shall not be used for such purposes while on district property or at school-sponsored events unless as expressly authorized in advance by the building principal or designee;

5. The district shall not be responsible for loss, theft or damage to personal electronic communication devices brought to district property or school-sponsored events;

6. Personal electronic communication devices must not be displayed in plain view during prohibited times of use;

7. Personal electronic communication devices such as Palm Pilots, personal digital assistants (PDAs) and laptop computers, may be used as electronic study aids during the school day if provided as a part of a student’s individualized education plan (IEP), or if permission is received from the student’s teacher;

8. The use of personal electronic communication devices in any way to send or receive messages, data or information that would pose a threat to academic integrity, contribute to or constitute academic dishonesty is strictly prohibited;

---

1The taking, disseminating, transferring, or sharing of obscene, pornographic, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring, or sharing obscene, pornographic, or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.
9. The use of personal **electronic communication** devices in any manner that would violate the confidentiality or privacy rights of another individual is strictly prohibited;

10. Students shall comply with any additional school rules as established by the building principal and classroom rules as approved by the building principal concerning the appropriate use of personal **electronic communication** devices;

11. Personal **electronic communication** devices used in violation of law, Board policy, administrative regulation or approved school rules will be confiscated, turned in to the school office and returned to the student or parent following parent notification, conference, detention, suspension, expulsion and/or referral to law enforcement officials as appropriate;

12. Students may not access social medial sites using district equipment, while on district property or at district-sponsored activities unless the posting is approved by a district representative.
Presented to the Board of Directors:

<table>
<thead>
<tr>
<th>Subject:</th>
<th>District Organization</th>
<th>Item No:</th>
<th>073119-10(a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason:</td>
<td>Annual Organization Requirements</td>
<td>From:</td>
<td>Andrew Grzeskowiak</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Date:</td>
<td>July 31, 2019</td>
</tr>
</tbody>
</table>

**Background:**
The board is required to adopt the organization requirements each year at its first meeting of the fiscal year. These requirements authorize and designate organizations to facilitate district business.

**Recommendation:**
The Administration recommends you adopt the Organization Requirements for fiscal year 2019-2020 as presented.

**Resolution # 073119-10(a) District Organization**
Be it resolved that the Siuslaw School District Board of Directors adopts the Organization Requirements as presented for the 2019-2020 fiscal year.

________________________________________
, Board Chair

________________________________________
Kari Blake, Deputy Clerk
2019-2020 Organization Requirements
Siuslaw School District 97J
July 31, 2019

- Appoint Andrew Grzeskowiak as district clerk and budget officer.
- Appoint Kari Blake as deputy clerk.
- Approve fidelity/surety bonds for the clerk and deputy clerk in the amount of $50,000 each.
- Authorize signatures of the district clerk or deputy clerk for all bank transactions.
- Authorize the clerk and/or deputy clerk to make application and file claims for all special funding programs and grants.
- Appoint the firm of Luvaas, Cobb, Richards, and Frazer, P.C. and Hungerford Law Firm as legal consultants for the district.
- Appoint the firm of Hough, MacAdam, & Wartnik, LLC as official auditors for the school year.
- Authorize the Siuslaw News as official newspaper for the school year.
- Set the date and place of the regular board meeting as the second Wednesday of each month at 6:30pm with the exception of regular meetings to be held on November 20, 2019, January 15, 2020, and June 17, 2020.
- Reserve the fourth Wednesday of the month for an additional meeting or work session when necessary.
- Adopt the district’s policy book.
- Tuition will be equivalent to the Average Daily Membership (ADM) value assigned by the state for the current school year (Policy JECB-AR); tuition for the 2019-20 school year for full-time tuition students will be $8,500 annually and prorated as per date of enrollment and portion of full-time scheduling.
- Approve 97J School Board as a local contract review board (Policy DJC).
- Approve the following school day definitions in accordance with Policy IC:

1. **Academic Day**: Hours reserved for academic activities.

<table>
<thead>
<tr>
<th>School Hours - Monday - Friday</th>
<th>Start:</th>
<th>End:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary School (K-5)</td>
<td>8:35am</td>
<td>2:50pm</td>
</tr>
<tr>
<td>Middle School (6-8)</td>
<td>8:30am</td>
<td>3:10pm</td>
</tr>
<tr>
<td>High School (9-12)</td>
<td>8:22am</td>
<td>3:10pm</td>
</tr>
</tbody>
</table>

2. **Activity Day**: The hours between 8:00am until 4:30pm are reserved for school-related meetings, functions, or activities and free from non-school-related meetings, functions, or activities at all buildings and campuses.

3. **No Supervision at Certain Hours**: There shall be no supervision for protection of students at any district or school building or grounds during the hours before 7:45am or after 3:45pm except for school sponsored activities. The district does not accept or assume any liability for injuries to students during these hours.

4. **Approve the following instructional hours as provided by OAR 581-022-1620**:
   a. Minimum instructional hours [OAR 581-022-1620 (1)]
      i. Grade 12 – 966 hours [OAR 581-022-1620 (1) (a)].
      ii. Grades 9 – 11 – 990 hours [OAR 581-022-1620 (1) (b)].
      iii. Grades K – 8 – 900 hours [OAR 581-022-1620 (1) (c)].
   b. Inclusion of up to 30 hours for staff professional development [OAR 581-022-1620 (3) (d)].
   c. Inclusion of up to 30 hours for parent teacher conferences [OAR 581-022-1620 (3) (e)].
Presented to the Board of Directors:

<table>
<thead>
<tr>
<th>Subject: Policy Revisions and Updates – GBCBA – Alcohol/Controlled Substance Use</th>
<th>Item No: 073119-10(b)(i)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason: Action</td>
<td>Attachment: Yes</td>
</tr>
<tr>
<td></td>
<td>From: Andrew Grzeskowiak</td>
</tr>
<tr>
<td></td>
<td>Date: July 31, 2019</td>
</tr>
</tbody>
</table>

**Background:**
Superintendent Grzeskowiak met with community member Pam Hickson, board member Mann-Heintz, Administrators Marohl and Tatum to review policy GBCBA – Drug and Alcohol Use by Employees. The policy was recommended for review by administration to better align the policy with district procedures. The original version revised by the district on 2/12/2014 is attached and has recommended revisions from the policy review committee. Upon review by OSBA it was noted that OSBA has an updated sample policy (dated 7/19/16) for GBCBA - Alcohol/Controlled Substance Use.

The board reviewed the policy at the June 19, 2019 board meeting. Superintendent Grzeskowiak recommended the board adopt the newer sample policy from OSBA. The proposed sample OSBA policy is attached and is followed by the original policy (with revisions make 6/4/19).

**Recommendation:**
Administration recommends adoption of OSBA sample policy GBCBA – Alcohol/Controlled Substance Use, as presented.

**Resolution #073119-10(b)(i) – GBCBA - Alcohol/Controlled Substance Use**
Be it Resolved that the Siuslaw School District Board of Directors approve the policy revision to GBCBA – Alcohol/Controlled Substance Use, as presented.

______________________________
Suzanne Mann-Heintz, Board Chair

______________________________
Kari Blake, Business Manager/Deputy Clerk
Alcohol/Controlled Substance Use

The following conduct is strictly prohibited and will subject an employee to immediate discipline, up to and including termination:

1. The buying, selling, transporting, possessing, providing or using of intoxicants, including alcohol or any controlled substances as defined by law, while on district property, during work hours (including meal periods), while assigned to extra duty or special projects, including those held after or in addition to regular school hours and while driving between worksites during the workday in either a district-supplied vehicle or a vehicle supplied by the employee;

2. Reporting for work under the influence of alcohol, intoxicants or any controlled substance. An individual is considered to be “under the influence of alcohol, intoxicants and/or a controlled substance” when, in the district’s determination, the controlled substance, alcohol or intoxicant is at a level that it may impair the individual’s ability to safely and/or efficiently perform assigned work OR prevent the employee from presenting a positive role model to students.

The district reserves the right, with prior notice and reasonable suspicion, to conduct searches of district property, vehicles or equipment at any time. A refusal to submit to a search may result in disciplinary action, up to and including dismissal.

The superintendent will develop procedures, consent forms and such notifications as are needed for an orderly implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS Chapter 475
ORS 657.176
ORS 659.840
ORS 659A.300
OAR 581-053-0220(3)(h)
OAR 581-053-0230(9)(t)
OAR 581-053-0330(1)(n),(o)
OAR 581-053-0420(3)(c)
OAR 581-053-0430(13),(14)
OAR 581-053-0531(12),(13)
OAR 581-053-0615(2)(c)(D)(ii)
OAR 581-053-0620(1)(s)
OAR 584-020-0040
OAR 839-006-0200 to -0265

Drug and Alcohol Abuse by Employees

1.1. Philosophy Statement
   
a. The Board believes that all students have the right to learn in an atmosphere that is conducive to their success. The use and abuse of chemicals by employees will have a deleterious effect on the ability of the student to learn and on the ability of the staff to provide a meaningful educational program. This district intends to provide a safe work environment and encourage personal health. Therefore, this district considers the abuse of drugs or alcohol on the job by employees to be an unsafe and detrimental work practice.

   b. With respect to abuse of chemicals, all district employees are responsible to act as role models for students and as representatives to the community.

2.2. Prohibited Conduct
   
a. An employee found with a presence of alcohol or illegal drugs in his/her system or possession of, using, buying, selling, transporting, trading or offering for sale illegal drugs in the workplace during working hours, may be subject to disciplinary action up to and including discharge.

   (1) “Drugs” shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance. Alcohol shall include any form of alcohol for consumption, including beer, wine, wine coolers or liquor.

   (2) “Workplace” shall mean the site for the performance of work done for the district. This includes any district building or any district building premises; any district-owned vehicle or any other district-approved vehicle (including the employee’s own vehicle) used to transport students or fellow employees to and from school or school activities or to transport fellow workers to and from different work sites; off-school property during any district-sponsored or district-approved activity, event or function, such as field trip or athletic event, where students are under the jurisdiction of the district.

   (3) Employees who are under the treatment of a physician who must bring prescription medicines to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.

3.3. Notice Regarding Violation of Criminal Drug Statutes
   
Employees who are convicted of any violation of criminal drug statutes occurring in the workplace are required to notify the superintendent no later than five days after such conviction.
4.4. Report Use or Presence of Controlled Substance and/or Alcohol

Any employee of the district who is aware of the use by employees or the presence of controlled substances and/or alcohol on district property at any time, or off district property in district vehicles or at school-sponsored activities shall bring such information to the attention of his/her immediate supervisor or the superintendent.

5.5. Responsibility to Counsel Employee

It is the responsibility of the employee’s supervisor to counsel with an employee whenever changes in performance are observed that suggest an employee problem with drugs or alcohol. The supervisor may suggest that the employee voluntarily seek help. Procedures will be ADA compliant.

a. The district is committed to providing a safe and productive work environment for employees. The district recognizes the valuable resource it has in its employees and that the state of an employee’s health affects attitude, effort and job performance. Substance abuse causes decreased efficiency and greatly increased risk of injury to employees. Employees who voluntarily seek help will not jeopardize their job security or be disciplined by such self-identification.

6. Employee Assistance Program (EAP)

a. The district is committed to providing a safe and productive work environment for employees. The district recognizes the valuable resource it has in its employees and that the state of an employee’s health affects attitude, effort and job performance. Substance abuse causes decreased efficiency and greatly increased risk of injury to employees. The district, therefore, adopts this employee assistance policy on behalf of each of its employees in order to provide confidential, professional referral and treatment to those employees who recognize they have a substance abuse problem and seek treatment for it.

b. In order to achieve this purpose, it is the district’s primary goal to identify those employees and refer them to professional counsel before job performance has become a disciplinary problem. Employees are urged to use the services available through the Employee Assistance Program (EAP). Employees who voluntarily seek help through the EAP will not jeopardize their job security or be disciplined by such self-identification.

(1) If an employee has a problem or thinks he/she has a problem with drugs and/or alcohol, that employee should contact a supervisor. All information will be kept confidential and he/she will be referred to professional counselors and advised how to utilize the employee benefit program for appropriate treatment.

(2) Treatment for alcoholism or drug dependency is provided under school district health care plans up to the limits described in the plans.

(3) An employee shall be granted a leave of absence, when necessary, for treatment of drug/alcohol problems contingent upon signing a “Referral Agreement” requiring completion of an approved treatment program.

(4) Although the district recognizes that alcohol and drug abuse can generally be successfully treated, and it is willing to work with employees who may suffer from such problems, it is the employee’s responsibility to seek such assistance before drug or
alcohol problems lead to on-the-job safety or misconduct incidents or violations of this policy and to corresponding disciplinary action. In other words, if the employee violated district policy by job-related use of alcohol or drugs, he/she will be disciplined. However, abeyance of such discipline may be considered, dependent upon the severity of the infraction, willingness to enter and successfully complete a recommended treatment program and previous performance history.

7.6. Awareness Program Illegal Drug and Alcohol Abuse Free Workplace

The issuance of this policy is designed to make employees aware of the district’s resolve to make the district free from illegal drug and alcohol abuse in the workplace. The district will supplement this effort through one or more of the following activities:

a. Employee informative meetings which feature law enforcement or medical experts on drug and alcohol awareness;

b. Films or written material which will provide information of drug and alcohol abuse and potential sources of assistance;

c. Maintenance of a list of national and local agencies that deal with drug and alcohol abuse.

8. Review

This policy shall be reviewed at least every two years.

END OF POLICY

Legal Reference(s):

ORS Chapter 475  OAR 581-053-0220(3)(h)  OAR 581-053-0531(12),(13)
ORS 657.176  OAR 581-053-0230(9)(t)  OAR 581-053-0615(2)(c)(D)(ii)
ORS 659.840  OAR 581-053-0330(1)(n),(o)  OAR 581-053-0620(1)(s)
ORS 659A.300  OAR 581-053-0420(3)(c)  OAR 584-020-0040
OAR 581-053-0430(13),(14)  OAR 839-006-0200 to -0265


Cross Reference(s):

GBEC - Drug-Free Workplace

Drug and Alcohol Abuse by Employees - GBCBA 3-3
Presented to the Board of Directors:

<table>
<thead>
<tr>
<th>Subject: Intergovernmental Agreement – Third Party Commercial Driver Licensing Skills Test Program</th>
<th>Item No: 073119-10(c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason: Action</td>
<td>Attachment: Yes</td>
</tr>
<tr>
<td>From: Kari Blake</td>
<td>Date: July 31, 2019</td>
</tr>
</tbody>
</table>

**Background:**
For many years, the Department of Motor Vehicles (DMV) has executed a formal written interagency agreement that authorizes Oregon Department of Education (ODE) to operate as a “Third Party Commercial Driver Licensing (CDL) Skills Testing Entity”. While ODE has the responsibility for state school bus driver certification, ODOT/DMV has accountability to the Federal Motor Carrier Safety Administration (FMCSA) for CDL testing and licensing. In 2018, there were two significant and high-profile driver testing incidents, prompting DMV to take a closer look at the inter-agency testing agreement between ODOT/DMV and ODE for compliance.

ODE does not employ the skills test examiners who administer the tests to drivers, but rather, bus companies and school districts employ the examiners who actually administer the tests. No formal written subcontracts were ever established and no verification that insurance and surety bond requirements were being met. While the agencies continued to establish a process that addressed legal compliance, please note the following:

- DMV extended an inter-agency agreement with ODE to continue operating as a CDL 3rd party testing entity through May, 2019.
- After May 2019, ODE will no longer be functioning as the “3rd party testing entity” for the purpose of CDL skills testing. **Individual school districts will be required to enter into 3rd party testing agreements directly with DMV. The agreement is attached.** The entities that enter into agreement with DMV must be the employers of the skills test examiners.
- 3rd party skills test examiners must be administering the skills test in their employment by a third party testing entity under contract, inter-agency agreement, or intergovernmental agreement with DMV.
- School districts are required to enter into inter-agency 3rd party tester agreements with other school districts or school bus companies in order to provide testing services to those entities.
- Each 3rd party testing entity must be covered by workers compensation, general liability, and auto insurance that meets requirements or be self-insured and exempt from those requirements.
- ODE will continue to be the authority for school bus driver certification and training programs and continue to regulate those rules/programs with individual school districts.
- The attached agreement was reviewed by PACE.

**Recommendation:**
Administration recommends approval of the Intergovernmental Agreement as presented.

**Resolution #073119-10(c) DMV Intergovernmental Agreement (IGA)**
Be it Resolved that the Siuslaw School District Board of Directors approve the intergovernmental agreement with DMV, as presented.

____________________________________
Suzanne Mann-Heintz, Board Chair

____________________________________
Kari Blake, Business Manager/Deputy Clerk
INTERGOVERNMENTAL AGREEMENT
Third Party Commercial Driver Licensing Skills Test Program

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (ODOT) Driver and Motor Vehicle Services Division, hereinafter referred to as “State” or “DMV,” and "Siuslaw School District 97J" acting by and through its elected or non-elected officials, hereinafter referred to as "Agency" and “CDL Third Party Tester.” DMV and CDL Third Party Tester may be referred to individually or collectively as “Party” or “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

2. WHEREAS, DMV has authority and ultimate responsibility for the administration and oversight of Commercial Driver Licensing (CDL) skills testing to applicants for a commercial driver license in Oregon.

3. WHEREAS, DMV has established the CDL Third Party Testing program to authorize persons who are not ODOT employees to administer CDL skills tests to determine competency of applicants for a commercial driver license under Oregon Revised Statute (ORS) 807.080, Oregon Administrative Rule (OAR) Chapter 735 Division 60, and Title 49, Chapter III of the Federal Motor Carrier Safety Regulations (FMCSR) §383.75, 383.133, 383.135, 384.201, 384.202, 384.228 and 384.229.

4. WHEREAS, the CDL Third Party Tester desires to participate in the program and to be authorized by DMV to provide CDL Third Party Examiner(s) to administer CDL skills tests on behalf of DMV to its own prospective employees or to prospective employees of other public transportation or pupil transportation entities.

5. WHEREAS, DMV is willing to authorize the CDL Third Party Tester’s Examiner(s) to administer CDL skills tests on behalf of DMV to its own prospective employees or to prospective employees of other public transportation or pupil transportation entities, but only in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

1. TERMS OF AGREEMENT

1.1 Under such authority, DMV wishes to retain the services of Agency to administer CDL skills tests on behalf of DMV as shown on Exhibit A attached hereto and by this reference made a part hereof.
1.2 The term of this Agreement will begin on the date all required signatures are obtained and terminates on June 01, 2024, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

2. AGENCY OBLIGATIONS

2.1 Agency will perform the services ("Services") described in Exhibit A. Agency will perform the Services in accordance with the terms and conditions of this Agreement. Subject to the provisions of this Agreement, federal regulations, and OAR Chapter 735, Divisions 60 and 63, Agency agrees to provide Examiner(s) to administer CDL skills tests for prospective public transportation and pupil transportation bus drivers on behalf of DMV. Agency will enter tests scheduled and test results into the Commercial Skills Test Information Management System (CSTIMS) for all CDL applicants seeking skills testing through Agency.

2.2 Agency may only administer CDL skills tests to its own prospective employees or prospective public transportation or pupil transportation bus drivers of other public or private mass transit or educational entities.

2.3 Agency will not subcontract CDL skills test administration or any other work related to this agreement to any other person or entity. Individuals performing services under this Agreement must be employees of Agency.

2.4 Agency will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

2.5 Agency will comply with all federal regulations, Oregon Revised Statutes, Oregon Administrative Rules, the Oregon CDL Examiner’s Manual, and DMV policies and procedures governing the CDL Third Party Skills Testing program. Agency is also responsible for ensuring its Examiner(s) maintain compliance with all applicable regulations, statutes, rules, policies, and procedures. Agency recognizes that these regulations, statutes, rules, policies, and procedures are subject to change. Changes in any of the above may affect the provisions or terms of this Agreement. Pursuant to other provisions of this Agreement and OAR Chapter 735, Divisions 60 and 63, Agency and Agency’s Examiner(s) must maintain compliance with all federal regulations, state statutes, administrative rules, policies, and procedures. Failure to do so may result in suspension or revocation of the Agency’s authorization from DMV to provide testing services under this
Agreement, suspension or revocation of CDL Third Party Examiner Certificates issued to Agency’s Examiner(s), or termination of this Agreement in its entirety.

2.6 Agency will perform the services under this Agreement as an independent contractor and is exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

2.7 All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon must comply with ORS 656.017 and provide the required Workers’ Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. Agency must ensure that each of its contractors complies with these requirements.

2.8 Agency must require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that State will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

2.9 Any such indemnification must also provide that neither Agency’s contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor will defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

2.10 Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives will have access to the books, documents, papers, and records of Agency which are
directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after the termination of this Agreement. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by State.

2.11 CDL Third Party Tester Representative (hereinafter referred to as Representative): Agency (Tester) must designate a Representative who is an individual authorized under a CDL skills testing intergovernmental agreement to function as the Tester's Agreement Administrator and to manage the business relationships with DMV.

2.12 Examiner Qualifications: Agency must ensure all Examiner(s) successfully complete Examiner training as described in OAR 735-060-0095, meet the qualification and training standards of Title 49 CFR §384.228, and that all Examiner(s) meet the requirements set forth in OAR 735-060-0090. To retain their qualification, Examiners must conduct CDL skills test examinations for at least 10 different applicants per calendar year. Examiners who do not meet the 10-test minimum must take the refresher training specified in Title 49 CFR §384.228 and may be subject to additional evaluation requirements at Agency’s expense.

2.13 Testing Standards: Agency must ensure that all CDL skills tests administered on behalf of DMV are compliant with federal regulations, Oregon Administrative Rules, all provisions of the Oregon CDL Examiner’s Manual, and Exhibit A of this Agreement. The CDL Third Party Tester must ensure that only Examiners certified by DMV administer CDL skills tests.

2.14 Record Requirements: Agency must maintain copies of records as required by Exhibit A of this agreement and OAR 735-060-0057.

2.15 Professional Conduct: Agency and all of Agency’s Representatives and Examiner(s) must conduct their CDL Third Party Testing program in a manner that is consistent with the values and mission of DMV and that develops positive relationships through respectful communication.

2.16 Test Assistance: Agency and Agency’s Examiner(s) must not assist any CDL applicant in fraudulently obtaining CDL privileges, including, but not limited to, falsely indicating that the applicant has taken or successfully passed a complete CDL skills test.


2.18 Advertising: No advertising of Agency may indicate in any way that the Agency or its Examiners can issue, or guarantee the issuance of a license, or imply that the Agency or its Examiners(s) can in any way influence DMV in the issuance of a license or imply that preferential or advantageous treatment from DMV can be obtained.
2.19 Confidentiality: Agency acknowledges that it and its Examiner(s) and Representatives may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire personal information which is confidential to DMV or DMV customers. Any and all information of any sort obtained by the Agency or its Examiners or Representatives in the performance of this Agreement is deemed to be confidential and proprietary information of DMV. Agency agrees to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to any party other than DMV, the FMCSA, or other State or Federal agency with a permissible purpose, or to use such information for any purposes whatsoever and to advise each of its employees and Examiners of their obligations to keep such information confidential.

2.20 Insurance:

2.20.1 General Liability: Agency must secure at its expense and keep in effect during the term of this Agreement comprehensive commercial general liability coverage with extended coverage endorsement from an insurance company authorized to do business in the State of Oregon unless exempt from this requirement under Paragraph 2.20.4 below. The limits must not be less than two million dollars per occurrence and four million dollars annual aggregate for personal injury and property damage. The insurance policies must name the State of Oregon Transportation Commission and its members, and the Department of Transportation’s officers and employees as additional insureds.

2.20.2 Auto Liability Insurance: If the CDL Third Party Tester provides vehicles used in testing, the CDL Third Party Tester must also secure at its expense and keep in effect during the term of this Agreement, comprehensive auto liability insurance from an insurance company authorized to do business in the State of Oregon unless exempt from this requirement under Paragraph 2.20.4 below. This insurance must include liability coverage for all claims which may arise from all operations under this Agreement, whether such operations are by the CDL Third Party Tester, an employee or Examiner of the CDL Third Party Tester, or applicants using the vehicle at the time of test administration. The limits must not be less than two million dollars per occurrence for personal injury and property damage. The insurance policies must name the State of Oregon Transportation Commission and its members, and the Department of Transportation’s officers and employees as additional insureds.

2.20.3 The policies listed above must contain clauses that they cannot be cancelled without thirty (30) days’ prior written notice to DMV. Agency will supply DMV with a Certificate of Insurance listing the coverage and other requirements set out above. Cancellation of a required Certificate of Insurance is grounds for termination of this Agreement effective the date of loss of coverage.
2.20.4 Certificate of Insurance/Self Insurance: If Agency is a local public body covered by the Oregon Tort Claims Act and is self-insured in accordance with ORS 30.282, it is exempt from the requirements of this Section 2.20 upon filing a statement of self-insurance with DMV.

2.20.5 Surety Bond: Agency must secure at its expense and keep in effect during the term of this Agreement a surety bond in the amount of $10,000 as required by OAR 735-060-0030 to cover costs associated with retesting applicants whom DMV might reasonably conclude have been improperly tested by one of the CDL Third Party Tester’s Examiners. If Agency is a local public body covered by the Oregon Tort Claims Act and is self-insured in accordance with ORS 30.282, it is exempt from the requirements of this provision upon filing a statement of self-insurance with DMV. Cancellation of a required surety bond by any Agency that is not covered by the Oregon Tort Claims Act and that is not self-insured is grounds for termination of this Agreement effective the date of loss of coverage.

2.20.6 Applicant’s Vehicle Insurance: If a CDL applicant supplies a vehicle used for testing, Agency agrees to ensure, prior to beginning the test, their Examiner verifies the vehicle is in compliance with financial responsibility laws and has no less than the minimum insurance coverage required by paragraph 2.20.2 of this Agreement.

2.21 Inspection and Examination, Access to Records, Retraining and Retesting

2.21.1 Inspections and Examinations: Agency must allow the Federal Motor Carrier Safety Administration (FMCSA), or its representatives, and DMV, or its representatives, to conduct inspections and examinations of its processes, record keeping, and CDL skills test administration. Such inspections may be conducted without notice and will occur at least once every two years, on site.

2.21.2 Access to Records: DMV, the FMCSA, the Oregon Secretary of State's Office, and their duly appointed representatives must have access to the books, documents, papers, and records, including all electronically stored records, of Agency which are directly pertinent to their Third Party Testing program and to take excerpts and transcripts of such records. The record retention period is a minimum of six years.

2.21.3 Observations, Evaluations, Retesting, and Retraining: At the discretion of DMV, Agency and its Examiners agree to allow DMV or FMCSA to do any of the following:

2.21.3.1 Have State employees, FMCSA representatives, or federal, state, county, or city law enforcement officers pose as a CDL applicant, at any time, without self-disclosure as an employee of a governmental
entity, the FMCSA, or of a law enforcement agency, to observe CDL skills testing processes;

2.21.3.2 Have State employees or FMCSA representatives conduct overt evaluations of Agency’s Examiners to co-score along with the Examiners during CDL skills tests to confirm proper scoring and compare pass/fail results;

2.21.3.3 Have State or FMCSA employees conduct covert observations of tests administered by Examiners; or

2.21.3.4 Have State or FMCSA employees retest a sample of drivers tested and certified by an Examiner. The selection of drivers to be retested will be determined by DMV. Any of the drivers who fail the test may be subject to driver license cancellation or may otherwise be required by DMV to pass a DMV-administered test to retain or regain their commercial driving privileges. Agency is liable for all costs associated with retesting applicants whom DMV might reasonably conclude have been improperly tested by one of the CDL Third Party Tester’s Examiner(s).

2.21.4 If DMV finds that any tests administered under this Agreement are not compliant with federal regulations, Oregon Administrative Rules, or are not equal in content and quality to the procedures described in the CDL Examiner’s Manual, DMV may require Agency’s Examiner(s) to successfully complete additional training before administering any more skills tests.

2.21.4.1 Agency must notify all Examiners and driver applicants of these requirements.

2.22 Mandatory Criminal Background Checks

2.22.1 For purposes of this section:

2.22.1.1 “Conviction” means a final judgment or a verdict or finding of guilty, a plea of guilty, a plea of nolo contendere (no contest), or any determination of guilty entered by a court of law against a person in a criminal case, unless that judgment of conviction has been reversed or set aside by a subsequent court decision. “Conviction” does not include a juvenile adjudication.

2.22.1.2 “Crime” is a criminal offense for which a sentence of imprisonment is authorized under the laws of Oregon or any equivalent offense in a state, military, or federal jurisdiction, and includes both misdemeanors and felonies. “Crime” includes the actual commission of a criminal offense and the attempt, solicitation, or conspiracy to commit a criminal offense.
2.22.1.3 “Person” means any proposed or current CDL skills test Examiner or Representative administering services under this Agreement.

2.22.2 Agency may not employ as a CDL skills test Examiner any Person who has any felony conviction within the last 10 years or any conviction involving fraudulent activities. Agency also may not assign work, or allow a Person to perform any services under this Agreement, if the Person is convicted of any crime involving kidnapping, custodial interference, subjecting another to involuntary servitude, or trafficking in persons as defined in ORS 163.225 through 163.266; any sexual offense, any offense related to child pornography or compelling or promoting prostitution; any crime involving death, injury or threat of injury to another person; crime involving theft, forgery, fraud, falsifying or tampering with records, or racketeering; any crime related to the unlawful possession, use, sale, manufacture, or distribution of controlled substances, marijuana or alcoholic beverages within 5 years preceding an employee’s start date; any crime under Oregon statute or city ordinance, or an equivalent statute or city ordinance of any other jurisdiction, within 5 years preceding an employee’s start date involving the use of a motor vehicle that is chargeable as a misdemeanor or felony unless the crime is otherwise described in this Section 2.22.2.

2.22.3 Agency is solely responsible for performing criminal background checks of all Persons for the 10 years immediately preceding their establishment as an Examiner or Representative in Agency’s CDL Third Party Skills Testing Program. Agency must also conduct a nationwide criminal background check of any current Examiner or Representative who has not had a nationwide criminal background check. Agency must use a National Association of Professional Background Screeners (NAPBS) certified, independent background check firm or the Oregon State Police for its criminal background checks. Agency must maintain a record of the results of the criminal background check for all CDL skills test Examiners. Agency shall conduct the background checks again for all Representatives and Examiners at any renewal or extension of this agreement.

2.22.4 Agency will determine, after receiving each Person’s criminal background check, whether the Person has been convicted of any crime described in Section 2.22.2 of this Agreement. Agency must prohibit any Person with such a conviction from performing services under this Agreement. Agency will provide a list of approved Persons to DMV prior to DMV scheduling any administrative or other training required to perform other Services under this Agreement. When Agency provides to DMV a list of Persons who are to perform Services under this Agreement, Agency is certifying that Agency has determined that any Person on the list has passed the criminal background check and meets all qualifications necessary to perform the Services.
2.22.5 If Agency determines that any Person has been convicted of a crime, but is unsure whether the crime is a crime described in Section 2.22.2 of this Agreement, Agency must immediately forward information regarding the conviction to DMV for review. DMV, in its sole discretion, will determine whether a conviction submitted by Agency is a qualifying crime under Section 2.22.2 of this Agreement that disqualifies the Person from administering services under the Agreement. DMV’s determination under this section is final.

2.22.6 Criminal background check records are the property of the Agency and are not to be submitted to DMV in the process of executing this Agreement. DMV, however, retains the right to audit Agency’s criminal background check records at any time for adequacy, accuracy and compliance with the requirements of this section and qualifications to provide services under this Agreement.

2.22.7 Agency’s failure to comply with any part of this Section 2.22 will result in termination of this agreement.

2.23 Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

2.24 DMV’s Project Manager for this Project is Nick Hopper, 1905 Lana Ave NE, Salem OR 97314, (503) 945-5118, nick.g.hopper@odot.state.or.us, or assigned designee upon individual’s absence. Agency must notify the other Party in writing of any contact information changes during the term of this Agreement.

3. STATE OBLIGATIONS

3.1 The maximum, not-to-exceed compensation payable to Agency by State under this Agreement, which includes any allowable expenses, is $0. State will not compensate Agency for any Goods or Services performed under this Agreement as Agency will be administering CDL skills tests only to its own prospective employees or prospective public transportation or pupil transportation bus drivers of other public or private mass transit or educational entities. Agency may receive compensation from any applicant to whom it administers a CDL skills test or seek reimbursement of costs for the administration of CDL skills tests for other entities, but will not be reimbursed by State for those services.

3.2 DMV agrees to issue a CDL Third Party Tester Certificate to the CDL Third Party Tester and to accept valid CSTIMS CDL skills test results from the CDL Third Party Tester’s Examiner(s) in lieu of administering its own CDL skills tests for CDL applicants.

3.3 DMV agrees to make available to the CDL Third Party Tester all DMV forms necessary for administration of CDL skills tests on behalf of DMV.
4. GENERAL PROVISIONS

4.1 Records Maintenance; Access. Consistent with Exhibit A, Agency must maintain all records relating to this Agreement in such a manner as to clearly document Agency's performance and compliance with federal regulations, state administrative rules, and all provisions of this Agreement. Agency acknowledges and agrees that DMV and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Agency must retain and keep accessible all such financial records and other records for a minimum of 6 years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

4.2 Default.

4.2.1 Default by Agency. Agency will be in default under this Agreement if:

4.2.1.1 Agency commits any material breach or default of any provision of this Agreement or attached Exhibits, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Agency's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within the time specified by the Agency's notice; or

4.2.1.2 Agency fails to maintain CDL Third Party Tester and Examiner qualifications, as described in OAR 735-060-0030, OAR 735-060-0090, and Title 49 CFR § 383; or

4.2.1.3 Agency or Agency's Examiners fail to follow methods and procedures for testing and scoring an applicant equivalent to those set forth in Title 49 CFR § 383, Oregon Administrative Rule, Chapter 735, Division 60 and 63, and the Oregon CDL Examiner's Manual; or

4.2.1.4 Agency or Agency's Examiners test an applicant at a location or on a road test route not previously approved by DMV, as described in Section E.8 of Exhibit A; or

4.2.1.5 Agency or Agency's Examiners test an applicant in a vehicle that does not meet equipment standards as described in Title 49 CFR § 393, OAR 735-060-0120, and the Oregon CDL Examiner's Manual; or
4.2.1.6 Agency fails to maintain required surety bond and insurance coverages including, but not limited to, auto insurance on any vehicle used for testing purposes or Agency fails to require an applicant to demonstrate valid auto insurance for the vehicle used for the applicant’s CDL skills test.

4.2.1.7 Agency fails to correct any deficiency identified during an inspection within the time specified on the inspection report as described in Exhibit A, Section G.5 – G.7; or

4.2.1.8 Agency or Agency’s CDL skills test Examiners or other employees conduct business in a manner that makes a reasonable person in the applicant’s position feel intimidated or unsafe as described in OAR 735-060-0115; or

4.2.1.9 Agency or Agency’s Examiners or other employees conduct business in a manner that causes an applicant to pay fees that are not required for the testing services requested as described in OAR 735-060-0115; or

4.2.1.10 Agency or Agency’s Examiners or other employees mark any scoresheet completed for an applicant with inaccurate or false information as described in OAR 735-060-0115; or

4.2.1.11 Agency or Agency’s Examiners fail to ensure the applicant who is taking the CDL skills test is the same individual shown on the Commercial Learner Permit and Oregon Driver License presented by the applicant; or

4.2.1.12 Agency fails to maintain records and proper security of records that must be retained as part of the CDL Third Party Testing Program as described in Title 49 CFR § 383, OAR 735-060-0057 and Section E 6 of Exhibit A; or

4.2.1.13 Agency or Agency’s Examiners commit multiple violations of Oregon Administrative Rule, Chapter 735, Division 60 and 63 or of any requirements described in Exhibit A observed in any single inspection; or

4.2.1.14 Agency or Agency’s CDL skills test Examiners or other employees fail to abide by any provision under Oregon Administrative Rule, Chapter 735, Division 60 and 63; any Agreement term or condition; any provision outlined in Exhibit A or any provision of the CDL Examiner’s Manual, if the provision, term or condition is not otherwise described in any paragraph in this Agency Default Section; or
4.2.1.15 Agency fails to correct the conduct or circumstances underlying a violation of Oregon Administrative Rule, Chapter 735, Division 60 and 63, Exhibit A of this Agreement communicated to the Agency, including those communicated on an inspection report, resulting in the occurrence of a second or similar violation as described in Exhibit A; or

4.2.1.16 Agency fails to correct any violation of Oregon Administrative Rule, Chapter 735, Division 60 and 63 or Exhibit A that has led to a previous suspension of work under this Agreement; or

4.2.1.17 Agency or Agency’s Examiners or other employees commit multiple violations of Oregon Administrative Rule, Chapter 735, Division 60 and 63, this Agreement or Exhibit A observed during one or more inspections, evaluations, or covert observations, which individually would result in a suspension; or

4.2.1.18 Agency or Agency’s Examiners or other employees commit a violation of any Federal Motor Carrier Safety Regulation, Oregon Administrative Rule, this Agreement, or Exhibit A that DMV believes may have a significant negative impact on public safety; or

4.2.1.19 DMV determines the Agency, or any of its Examiners, participated in fraudulent activity or activity chargeable as a crime, or violated any provision of the Code of Ethics and Rules or Conduct described in OAR 735-060-0115; or

4.2.1.20 Agency fails to ensure its Examiners and Representatives comply with the terms and conditions of this Agreement and Exhibit A.

4.3 Remedies

4.3.1 State Remedies for Agency’s Default. In the event Agency is in default under Section 1.1 or Section 4.2, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement, including, but not limited to:

4.3.1.1 Mandatory consultation with DMV staff.

4.3.1.2 Mandatory retraining of Agency or any of Agency’s Examiners whom DMV determines are unable to administer the CDL skills tests competently.

4.3.1.3 Suspension of all or part of work performed by Agency under this Agreement for a period of 30 days to 1 year.

4.3.1.4 Immediate suspension of all or part of work performed by Agency under this Agreement upon written notice by DMV to Agency if
Agency fails to maintain any qualification described in OAR 735 Division 60 and Exhibit A. An immediate suspension under this paragraph continues until such time that Agency meets all qualifications in OAR 735 Division 60 and Exhibit A.

4.3.1.5 Termination of this Agreement under Section 4.4.3.3 and Section 4.4.4.

4.3.1.6 Remedies Cumulative. The remedies set forth in Section 4.3 are cumulative to the extent the remedies are not inconsistent, and DMV may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

4.4 Termination.

4.4.1 Termination by Mutual Consent. This Agreement may be terminated at any time, in whole or in part, by mutual written consent of the Parties.

4.4.2 Termination for Convenience. This Agreement is subject to the right of either party to terminate the Agreement for convenience at any time by giving the other party at least 30 days’ prior written notice.

4.4.3 DMV’s Right to Terminate at its Discretion. DMV may terminate this Agreement, in whole or in part, immediately upon written notice to Agency, or at such later date as DMV may establish in such notice, upon the occurrence of any of the following events:

4.4.3.1 DMV fails to receive appropriations, limitations, allotments or other expenditure authority at sufficient levels to allow DMV, in the exercise of its reasonable administrative discretion, to continue to maintain oversight of the CDL Third Party Testing program;

4.4.3.2 Federal, state or local laws, regulations, or guidelines are modified or interpreted in such a way that the Services under this Agreement are prohibited; or

4.4.3.3 Agency no longer holds any license, certificate or qualification that is required to perform the Services.

4.4.4 DMV’s Right to Terminate for Cause. DMV may terminate this Agreement if Agency commits any material breach or default of any provision of this Agreement or fails to satisfactorily perform the Services under this Agreement and such breach or default is not cured immediately upon DMV’s notice to Agency, or such longer period as DMV may specify in such notice. In addition to any other rights and remedies DMV may have under this Agreement, DMV may terminate this Agreement immediately upon written notice by DMV to Agency, or at such later date as DMV may establish in such notice, if Agency is in default under Section 4.2.
4.5 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

4.6 With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State will contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

4.7 With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency will contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4.8 The Parties will attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected
mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

4.9 This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

4.10 This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement does not constitute a waiver by State of that or any other provision.

IN WITNESS THEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year, written below, and shall cover the period set forth in Terms of Agreement section 1.2.

Dated:__________________________    By:____________________________________

Print: Kari Blake, Business Manager

________________________________________

(Authorized Representative Signature)

Dated:__________________________    By:____________________________________

Administrator of Driver and Motor Vehicle Services
Oregon Department of Transportation
EXHIBIT A

STATEMENT of WORK and DELIVERY SCHEDULE

Project Name: Third Party Commercial Driver Licensing Skills Test Program
Project Location: Oregon
Agreement No.: 33393

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

The Oregon Department of Transportation Driver and Motor Vehicle Services Division (DMV) has had a program for Commercial Driver Licensing (CDL) Third Party Testing in place since the late 1980s. As part of this program, DMV enters into agreements with public entities for those entities to administer CDL skills tests on behalf of DMV. Historically, some of these entities have included the Oregon Department of Education (ODE) and various public transit providers.

Effective June 01, 2019, ODE will no longer be operating as a Third Party Tester. Individual school districts will have to enter into intergovernmental agreements directly with the Oregon Department of Transportation’s Driver and Motor Vehicle Services Division (DMV) to retain CDL skills test Examiners and continue to provide CDL skills testing services to their prospective school bus drivers.

Public Transit providers that are units of local government can maintain or establish their own CDL Third Party Testing program for their prospective drivers by entering into a new intergovernmental agreement with DMV, as well.

In the 2-year time period of 2016/2017, DMV issued 12,362 CDL licenses. A person issued an original CDL must pass various DMV tests as prescribed by the Federal Motor Carrier Safety Regulations (Title 49 CFR). DMV will waive a CDL skills test if an applicant surrenders a valid out-of-state CDL. DMV also accepts proof of prior commercial motor vehicle operation in military service to waive a CDL skills test, as well as out-of-state CDL skills test results for applicants who have completed out-of-state testing in conjunction with driver training from an approved organization.

Between November 2017 and October 2018, CDL skills test Examiners under ODE’s third party testing program administered approximately 1,100 CDL skills tests to prospective school bus drivers. In this same time period, public transit providers administered approximately 400 tests to their drivers.

Because DMV resources are limited, the wait-time to schedule a CDL skills test with DMV can, at times, hinder a person from obtaining commercial driving privileges. Therefore, DMV is entering into intergovernmental agreements with units of local government (“Agency” or “Tester”) for services in connection with the administration of CDL skills tests for persons applying for an Oregon CDL. The purpose of this program is to provide alternative, DMV equivalent, services to Oregonians needing to pass a CDL skills test prior to DMV issuing commercial driving privileges.
Upon entering into an Agreement with DMV and completing any required training, Tester will be authorized to administer CDL skills tests on behalf of DMV. Proof of successful completion of an applicant’s CDL skills test with Tester will be accepted by DMV in lieu of a DMV-conducted CDL skills test. To ensure consistency and uniformity of CDL skills testing across the state, Tester must administer CDL skills tests and use scoring criteria equivalent to the model CDL skills test procedures used by DMV and established in the Oregon CDL Examiner’s Manual. To ensure uniformity in testing and compliance with federal regulations, Tester may not deviate from the model CDL skills test.

A breakdown of the number of CDL skills tests administered to prospective school bus drivers in different geographic areas of the state provides information on the demand for testing services:

### School Bus Test Volumes

<table>
<thead>
<tr>
<th>Geographic Area</th>
<th>Approx. Number of Tests 11/17-10/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-5 Corridor</td>
<td></td>
</tr>
<tr>
<td>Portland Metro</td>
<td>400</td>
</tr>
<tr>
<td>McMinnville</td>
<td>45</td>
</tr>
<tr>
<td>Salem</td>
<td>150</td>
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<td>Albany</td>
<td>60</td>
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<tr>
<td>Eugene</td>
<td>85</td>
</tr>
<tr>
<td>Roseburg</td>
<td>35</td>
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<tr>
<td>Grants Pass</td>
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</tr>
<tr>
<td>Medford</td>
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<tr>
<td>Coastal</td>
<td></td>
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<tr>
<td>North Coast</td>
<td>5</td>
</tr>
<tr>
<td>Central Coast</td>
<td>55</td>
</tr>
<tr>
<td>South Coast</td>
<td>45</td>
</tr>
<tr>
<td>I-84 Corridor</td>
<td></td>
</tr>
<tr>
<td>Hood River</td>
<td>10</td>
</tr>
<tr>
<td>Pendleton</td>
<td>5</td>
</tr>
<tr>
<td>La Grande</td>
<td>45</td>
</tr>
<tr>
<td>Central OR</td>
<td></td>
</tr>
<tr>
<td>Bend-Redmond</td>
<td>65</td>
</tr>
<tr>
<td>Klamath Falls</td>
<td>25</td>
</tr>
</tbody>
</table>

Statewide Total 1120

### B. Program Authority and Guidance

Title 49 Code of Federal Regulations (CFR) § 383 and 384
Oregon Revised Statutes 184.615, 184.619, 190.110, 646A.622, 802.010, 802.600, 807.080
Oregon Administrative Rules Chapter 735 Division 60 and 63
CDL Third Party Testing Intergovernmental Agreement
The Oregon CDL Examiner’s Manual
CDL Third Party Examiner Training as prescribed by DMV
C. Acronyms and Definitions
In addition to any terms defined in OAR Chapter 735. Division 60 and 63, the following definitions apply to this Exhibit A:
1. “CDL” means a class A, B, or C commercial driver license.
2. “CDL Third Party Examiner” or “Examiner” means an individual employed by a Third Party Tester who has been authorized by Oregon DMV to administer CDL skills tests to determine driver competency.
3. “CDL Third Party Examiner Certificate” is a document issued by DMV that authorizes an Examiner to administer, on behalf of DMV, CDL skills tests to applicants for a CDL.
4. “CDL Third Party Tester” means an entity that is a department, agency or instrumentality of a local government authorized by Oregon DMV to employ CDL skills test Examiners to administer CDL skills tests to determine driver competency.
5. “CDL Third Party Tester Certificate” is a driver competency testing certificate issued to entities DMV has authorized as CDL Third Party Testers, pursuant to ORS 807.080.
6. “CSTIMS” means the Commercial Skills Test Information Management System utilized by DMV, CDL Third Party Testers, and CDL Third Party Examiners to schedule and record results of CDL skills tests.
7. “Customer Number” A confidential number assigned by DMV to any person receiving driver or motor vehicle related services from DMV. If the person has a driver permit, driver license or identification card issued by DMV, the customer number is the number shown on the card.
8. “DMV” means the Driver and Motor Vehicle Services Division of the Oregon Department of Transportation.
9. “FMCSA” The Federal Motor Carrier Safety Administration is the federal agency responsible for oversight and rule-making for commercial motor vehicle operation and CDL-related testing requirements.
10. “GVWR” Gross Vehicle Weight Rating is the manufacturer’s designated maximum vehicle weight capacity for a vehicle and is the primary determinant of whether a vehicle (or vehicle combination) meets the definition of a commercial motor vehicle.
11. “Immediate Family Member” means a spouse or partner in a domestic relationship, children, stepchildren, brother, sister, mother, father, mother-in-law, father-in-law, grandmother or grandfather.
12. “Oregon CDL Examiner’s Manual” means a resource produced by DMV that instructs Examiner(s) on how to administer a CDL skills test as provided in OAR 735-060-0120.
13. “Personal Information” means the following information that identifies an individual:
   a. Driver license, driver permit or identification card number;
   b. Name;
   c. Address (excluding 5-digit zip code);
   d. Telephone number; and
   e. Photograph
14. “Skills Test” or “Test” means the CDL skills tests administered to applicants for a CDL issued by DMV as described in OAR 735-060-0120.
15. “Valid CDL” means a person has been issued a CDL in the classification for which the person will be administering CDL skills tests and with all required endorsements. Such license must not be currently expired, suspended, revoked, cancelled, or otherwise withdrawn in any jurisdiction. This term does not include a grant of driving privileges issued as a permit.
D. Tester Qualifications

1. CDL Third Party Tester
   a. To administer CDL skills tests on DMV’s behalf, Tester must enter into an Agreement with DMV, meet all CDL Third Party Tester qualifications in OAR 735-060-0030, comply with all requirements to obtain a CDL Third Party Tester Certificate under OAR 735-060-0050, and meet and maintain compliance with all other provisions of OAR 735, Division 60 and FMCSRs related to Third Party Testing, specifically, and CDL Skills Testing, generally. By entering into an Agreement, Tester is accepted into DMV’s CDL Third Party Testing Program.

E. Tester Responsibilities

Tester must ensure that a CDL skills test administered by an Examiner working for Tester is equivalent to a skills test administered by DMV. Highway safety is the primary mission of ODOT/DMV, and ODOT/DMV expects that a person presenting proof of successfully completing a CDL skills test with a Third Party Tester has been evaluated with the same rigor for highway safety as if the testing had occurred with a DMV employee. To meet this requirement, Tester is responsible for the following:

1. Employee Oversight
   a. Tester must ensure that all Examiners administering CDL skills tests for Tester meet the following DMV program qualifications prior to administering CDL skills tests and remain in compliance with the qualifications and Examiner requirements throughout the term of Agreement:
      i. Be at least 21 years of age.
      ii. Meet all qualifications and training standards of Title 49 CFR §384.228.
      iii. Be an employee of a unit of local government that has a valid Agreement to provide CDL skills tests.
      iv. Have currently, and have had for a minimum of 3 years preceding the effective date of this Agreement, a valid Oregon CDL or a valid CDL from another jurisdiction. To be valid, driving privileges must not have been suspended, revoked, canceled or otherwise withdrawn during that 3-year period.
      v. Not have received a conviction for any of the following crimes:
         1. Any felony offense within the last 10 years.
         2. Any offense involving fraudulent activities, theft, forgery, fraud, falsifying or tampering with records or racketeering.
         3. Kidnapping, custodial interference, subjecting another to involuntary servitude, or trafficking in persons, as defined in ORS 163.225 to 163.266.
         4. Any sexual offense, or any offense related to child pornography, or compelling or promoting prostitution.
         5. Any crime involving death, injury or threat of injury of another person.
6. Any crime related to the unlawful possession, use, sale, manufacture, or distribution of controlled substances, marijuana or alcoholic beverages within 5 years preceding an employee’s start date.

7. Any crime under Oregon statute or city ordinance, or an equivalent statute or city ordinance of any other jurisdiction, within 5 years preceding an employee’s start date involving the use of a motor vehicle that is chargeable as a misdemeanor or felony unless the crime is otherwise described in Sections E.1.a.v1-5 of this Exhibit A.

vi. Have successfully completed a DMV-approved CDL Third Party Skills Test Examiner Training program and any refresher training required by DMV within the timeframe specified by DMV.

vii. Possess a current, valid CDL Examiner Certificate issued by DMV.

viii. Examiners must comply with the following requirements to be eligible to administer CDL skills tests.

1. Administer CDL skills tests in the manner described in the CDL Examiner’s Manual and consistent with CDL Third Party Skills Test Examiner Training approved by DMV.

2. Maintain competency to administer CDL skills tests in accordance with all requirements and provisions of this testing program.

3. Comply with all statutes, administrative rules, and federal regulations related to the CDL Third Party Skills Testing program.

4. Carry the Examiner’s CDL and DMV-issued CDL Examiner Card during the administration of skills tests and at all other times while interacting with driver applicants.

5. Abide by the Code of Ethics and Rules of Conduct described in OAR 735-060-0115.

6. Remain compliant with all other provisions of administrative rules applicable to Examiners in OAR Chapter 735, Division 60 and 63.

b. CDL Third Party Representative Qualifications and Responsibilities.

Tester must designate a Representative who is an individual authorized under a CDL skills testing intergovernmental agreement to function as the Tester’s Agreement Administrator and to manage the business relationships with DMV. Tester is responsible for oversight and conduct of all Representatives, employees, and Examiners. Tester must ensure each Representative meets and maintains the following qualifications:

i. Be an employee of a unit of local government that has a valid Agreement to provide CDL skills tests.

ii. Not have received a conviction for any of the following crimes:

   1. Any felony offense within the last 10 years.

   2. Any offense involving fraudulent activities, theft, forgery, fraud, falsifying or tampering with records or racketeering.
3. Kidnapping, custodial interference, subjecting another to involuntary servitude, or trafficking in persons as defined in ORS 163.225 to 163.266.
4. Any sexual offense, or any offense related to child pornography, or compelling or promoting prostitution.
5. Any crimes involving death, injury or threat of injury of another person.
6. Any crime involving theft, forgery, fraud, falsifying or tampering with records or racketeering.
7. Any crime related to the unlawful possession, use, sale, manufacture, or distribution of controlled substances, marijuana or alcoholic beverages within 5 years preceding an employee’s start date.
8. Any crime under Oregon statute or city ordinance, or an equivalent statute or city ordinance of any other jurisdiction, within 5 years preceding an employee’s start date involving the use of a motor vehicle that is chargeable as a misdemeanor or felony unless the crime is otherwise described in Section E.1.b.ii.1-6 of this Exhibit A.

i. Have successfully completed administrative training and any initial or refresher training as required by DMV within the timeframe specified by DMV.

ii. Administer duties in accordance with Agreement and this Exhibit A.

2. Compliance
   a. Tester must maintain the qualifications described in OAR 735-060-0030 and comply with the Code of Ethics and Rules of Conduct found in OAR 735-060-0115. Tester must comply with all federal regulations, applicable statutes, administrative rules, CDL Third Party Skills Test Examiner Training, and terms of the Agreement to provide CDL skills tests.
   b. Tester must maintain insurance coverage as prescribed by Section 2.20 of the Agreement, or provide proof of self-insurance.
   c. Tester must obtain approval from DMV for all proposed skills test locations and road test routes.
   d. Tester must not allow any of its employees or Representatives to disclose the contents of the CDL Examiner’s Manual or the CDL skills test scoring criteria to any other entity or person who is not a skills test Examiner or Representative of Tester.

3. Tester Prohibitions and Requirements
   A CDL Third Party Tester and its Examiners must administer CDL skills tests in accordance with OAR Chapter 735, Division 60 and 63, The Oregon CDL Examiner’s Manual, and this Agreement.
   a. Tester shall not:
      i. Falsify any record related to the program.
      ii. Request or retain an applicant’s Social Security number.
      iii. Permit anyone except a qualified Examiner as described in Section E.1.a in this Exhibit A to administer a CDL skills test.
      iv. Test an applicant who requires skills testing through DMV’s At Risk Driver Program.
v. Test an applicant who is under 18 years of age.
vi. Test an applicant who has failed a CDL skills test and has not waited the mandatory time prior to testing.
   1. Applicants must wait: 7 days after 1st test; 14 days after 2nd test; 28 days after 3rd test; and 28 days after 4th test unless otherwise approved by DMV.
   2. No further tests for one year from the first failed skills test following a 5th test failure, unless otherwise approved by DMV.

vii. Ask or allow Examiner to test an applicant to whom the same Examiner provided behind-the-wheel training, or is an Immediate Family Member or member of the household of an owner or employee of Tester.

viii. Disclose an applicant’s personal information or test scores to anyone other than DMV, Oregon Secretary of State’s Office, or the FMCSA unless Tester receives written authorization from DMV prior to the disclosure.

ix. Issue, or allow any employee to enter CDL skills tests results into CSTIMS showing passing test scores for an applicant who failed the CDL skills test or was not tested in accordance with this Agreement.

x. Disclose the contents of the CDL Examiner’s Manual or the CDL skills test scoring criteria to any other entity or person who is not a skills test Examiner or Representative of Tester.

b. Tester is permitted to refuse testing to any applicant whom Tester or Examiner believes has a cognitive or functional condition or impairment that may affect the applicant’s ability to safely operate a vehicle.

c. Tester must inform any applicant denied testing due to a prohibition described in Section E.3.a of this Exhibit A, or when Tester is prohibited from testing due to suspension of work performed under this Agreement, that the applicant may request to be tested by DMV. Any CDL skills test results entered into CSTIMS by a Tester when a prohibition or suspension of work was in effect will not be accepted by DMV.

4. Notification Requirements
   Tester shall provide appropriate and timely notices to DMV as required by OAR 735-060-0055.

5. Reporting Requirements
   Reporting of all CDL skills test results in CSTIMS is federally required and allows DMV and the FMCSA to track testing activities of Testers. Tester must make required entries in Sections E.5a-b of this Exhibit A in CSTIMS.

   a. Scheduled CDL Skills Tests
      i. Tester must schedule CDL skills tests in CSTIMS no less than 48 hours in advance of the scheduled test.
      ii. Scheduled tests must include all applicable CDL skills test information including: applicant’s first and last name, license/permit number and licensing jurisdiction, date of birth, Commercial Learner Permit (CLP) class and applicable endorsements and/or restrictions, CLP issuance and expiration dates, test schedule reason, class and type of CDL skills test being administered including any endorsements required
to operate that vehicle type, if the vehicle being used has airbrakes, transmission type, test date, test time, test type, and Examiner name.

iii. Any changes to applicant information, test site location, or road test route made less than 48 hours prior to a scheduled test, must be pre-approved by DMV, otherwise it will be considered a re-scheduling subject to the 48 hour advance scheduling requirement.

b. Completed CDL Skills Tests
i. Tester must submit all CDL skills test results in CSTIMS within 24 hours following the administration of the test.

ii. Results must include the following data for all passed, failed, and canceled CDL skills test segments scheduled and/or administered for all applicants: applicant’s customer number, test date, test start and end times, test site, Examiner name, test vehicle type and class, vehicle license plate number, vehicle brake type, drive unit GVWR, trailer GVWR (if applicable), transmission type, and test results (score if pass/fail, cancel test if canceled, any applicable automatic failure reasons, and any special comments, if applicable).

iii. Tester shall scan and attach copies of each applicant’s driver license, CLP, and test score sheet to the applicant’s CSTIMS CDL skills test results record within 72 hours of the applicant’s test.

c. Staff Change Reports
i. Tester shall notify DMV within 24 hours of any skills test Examiners or Representatives who have ceased work under this Contract. For Tester to add new Examiners or Representatives, Tester must submit the request to DMV for approval. DMV will not approve the addition of new Examiners or Representatives until those individuals have successfully completed all required training, have successfully passed the criminal background check, and have met all other qualification requirements in OAR and this Agreement.

6. Record Maintenance
Tester’s records must be readily accessible at the Tester’s place of business by hardcopy or electronic file for inspection by DMV, the Oregon Secretary of State office, and the FMCSA. All records must be maintained as described in Section E.6 of this Exhibit A. Tester must notify DMV within 24 hours if the record storage location is changed. If Tester withdraws or is terminated from the program, Tester must surrender all testing and customer records to DMV upon request.

a. Examiner Records
Tester must maintain records for each of its Examiners. If an Examiner discontinues employment or service as a Third Party Examiner, Tester must keep records for 6 years from the date of the change in status. Each Examiner record file must contain the following records:

i. The initial drive record obtained prior to DMV’s initial inspection.

ii. Any drive records produced by DMV’s Automated Reporting Service.

iii. Drive records ordered annually from DMV.

iv. Criminal background checks obtained prior to DMV’s initial inspection.
v. Criminal background checks obtained at any renewal or extension of this agreement.
vi. Any complaints received by Tester regarding Examiner and documentation showing how complaint was resolved.
vii. A copy of the Examiner’s certification from DMV.
viii. A copy of the Examiner’s training record.
ix. Copies of any supervised CDL skills tests administered by Tester for the Examiner.

b. Representative Records
Tester must maintain records for each of its CDL third party skills testing Representatives. If a Representative discontinues employment or service as a Representative, Tester must keep records for 6 years from the date of the change in status. Each Representative’s file must contain the following records:
i. Criminal background checks obtained prior to DMV’s initial business inspection.
ii. Criminal background checks obtained at any renewal or extension of this agreement.

c. Applicant Records
Tester must protect applicants’ personal information from unauthorized disclosure. Paper records must be securely maintained by Tester in a locked file cabinet. If stored electronically, Tester must maintain reasonable safeguards to protect the security, confidentiality and integrity of digitally stored personal information as described in Section E.6 of this Exhibit A. In addition to uploading these records into CSTIMS, Tester must keep the following records for at least 6 years after the applicant’s skills test date:
i. A copy of the driver license and CLP viewed for each applicant prior to being tested.
ii. A copy of the fully completed CDL Skills Test Score Sheet (Forms 735-6882, 6883, 6884, or other CDL Skills Test Score Sheet approved by DMV). Each CDL Skills Test Score Sheet must contain the applicant’s full name, customer number, test location, road test route, Examiner’s name, test date, test start and end times for each portion of the test, vehicle GVWR, trailer GVWR (if applicable), transmission type, state of registration, license plate number(s), expiration date, insurance company, policy number, expiration date, and test results for all administered portions of the CDL skills test.

d. Third Party Tester Records
Tester must retain all records relating to its operation as a CDL Third Party Tester. These records must include:
i. A copy of the DMV certificate authorizing the Tester to administer a CDL skills testing program for the classes and types of commercial motor vehicles listed
ii. A copy of the fully executed Third Party CDL Skills Testing Agreement and all attachments.
iii. A copy of each of Tester’s DMV-approved test locations and road test routes.
iv. Insurance policy providing the coverage described in the certificate of self-insurance.

7. Background Check Requirements
Tester must review and monitor the driving record and criminal record of each Examiner and criminal record of each Representative with access to personal and confidential information of the DMV. Tester shall:

a. Conduct background checks in accordance with Section 2.22 of the Agreement.
b. Through DMV’s Record Services Section, order a Certified Court Print annually for any Examiner administering CDL skills tests for the Tester.
c. Through DMV’s Automated Reporting Service, sign up to automatically receive a drive record of any Examiner administering CDL skills tests for the Tester any time a conviction or accident is posted to the Examiner’s drive record.

8. Skills Test Locations and Road Test Routes
Tester must administer CDL skills tests only at Tester’s DMV-approved CDL skills test locations and on Tester’s DMV-approved road test routes.

a. A road test route, in an approved format, proposed by Tester must be on public streets and highways within the State of Oregon. DMV must approve a road test route and route change before Tester may use the route or route change for administering skills tests. A road test route must meet the specifications detailed in the CDL Examiner’s Manual provided by DMV.
b. Tester must have at least two DMV-approved road test routes for each CDL skills test location.
c. Tester may make a temporary road test route change without prior approval from DMV when the change is due to an accident, flooding, construction or other similar unforeseen event. Tester must note any change on the score sheet, along with an explanation for the deviation from the approved road test route in CSTIMS.
d. Tester may use an alternate DMV-approved road test route when known forced deviations to a scheduled road test route occur.
e. A road test route must take an applicant no less than 40 minutes to complete under normal traffic conditions and following all traffic laws.

9. Administering the Skills Test
When administering a CDL skills test, to ensure consistency and uniformity of skills testing across the state, Tester must ensure Examiner administers CDL skills tests in accordance with OAR 735-063-0260 and OAR 735-063-0300, and utilizes procedures, methods and scoring criteria contained within the Oregon CDL Examiner’s Manual. Examiner must use one of the appropriate CDL Skills Test Score Sheets (Forms 735-6882, 6883, 6884, or other Skills Test Score Sheet approved by DMV). Tester is responsible for ensuring all required forms are complete.
a. Prior to administering the CDL skills test, Tester must view originals, and obtain copies of the applicant’s valid Oregon Driver License and unexpired CLP issued in the appropriate class with all required endorsements.

10. Advertising

Tester may begin advertising to administer CDL skills tests upon execution of the Agreement and once DMV schedules training for its Examiners (if required). When advertising for this program, all of the following conditions apply:

a. No advertisement, publication or person associated with Tester may indicate or imply that an individual who:
   i. Takes the CDL skills test will automatically pass the CDL skills test.
   ii. Passes the CDL skills test is guaranteed issuance of a CDL by DMV.

b. Advertisements may use wording, or phrases that are similar to the following:
   i. “DMV-approved CDL Third Party Skills Tester”.
   ii. “Approved by DMV to administer CDL skills tests”.
   iii. “Provide CDL skills tests approved by DMV”.

F. Training

1. Administrative Training

Administrative training is focused on Tester prohibitions, notification, and reporting requirements via CSTIMS, skills test route creation, and record maintenance, as described in this Agreement.

a. DMV will provide the administrative training for Tester within 60 days after the execution of an Agreement.

b. Tester must ensure Representatives receive training provided by DMV prior to administration of any CDL skills test.

2. Third Party CDL Examiner Training

a. Third Party CDL Examiner Training consists of both classroom and practical sessions. Practical training takes place at a specific CDL skills test location, on a specific road test route, and includes administering supervised CDL skills tests. Using this model allows the prospective Examiner to receive feedback from the trainer on properly following testing guidelines and helps establish uniformity and reliability of CDL skills test standards and scoring criteria. By enrolling a prospective Examiner in training, Tester warrants and represents that prospective Examiner meets all requirements listed under this Agreement. Tester must ensure each prospective Examiner attends a DMV-approved CDL skills test Examiner training program.

b. An Examiner who has already completed CDL skills test Examiner training, who does not require retraining, and is actively administering CDL skills tests under the existing Third Party CDL Skills Testing Program does not need to complete CDL skills test Examiner training to administer CDL skills tests upon execution of this Agreement.

c. Third Party CDL Skills Test Examiner Training must be completed prior to Examiner performing the duties of Examiner and administering CDL skills tests.

d. Tester must conduct a minimum of three supervised CDL skills tests for each Examiner within the first 90 days after completion of the Examiner’s initial Third Party CDL Skills
Test Examiner Training and once per calendar year thereafter unless otherwise exempted from this requirement by DMV.

e. Tester must report to DMV any Examiner who is not administering CDL skills tests as required by federal regulations, OAR Chapter 735 Divisions 60 and 63, or the Oregon CDL Examiner’s Manual. DMV may require an Examiner to attend the refresher or initial training described in this Section F.2 of this Exhibit A if DMV determines the Examiner does not have the skills and abilities to administer the CDL skills tests properly.

f. Tester must ensure all of its Examiners attend updated training for significant CDL Examiner’s Manual updates, as required by DMV.

G. Inspections
Tester must permit DMV, Oregon Secretary of State’s Office, or the FMCSA to conduct inspections and Examiner evaluations without prior notice. Upon notice by DMV, Tester must correct any deficiencies identified during an inspection or Examiner evaluation by the specified date on the inspection or evaluation report. Some deficiencies may cause an immediate suspension of Tester’s authorization to function as a CDL Third Party Skills Tester.

1. Records Inspections and Examiner Evaluations
DMV, Oregon Secretary of State’s Office, or the FMCSA may periodically inspect Tester to determine compliance with this Agreement and/or other program and regulatory requirements. Tester consents to both scheduled and random inspections of the Tester and Examiner evaluations or covert observations without prior notice by authorized representatives of DMV, Oregon Secretary of State’s Office, or the FMCSA. Inspections may include any combination, or all, of the subject areas described in Section G.1 of this Exhibit A.

a. Compliance with all terms of:
   i. Qualifications described in OAR 735-060-0030.
   ii. Tester Responsibilities described in Section E of this Exhibit A.

b. Office and testing facilities:
   i. Are staffed and open during posted business hours or have a business phone with an answering service, answering machine or voicemail service.
   ii. Contain required records under Section E.6 of this Exhibit A and OAR 735-060-0057.

c. Employee Records & Performance:
   i. Criminal background checks for all past and current Examiners and Representatives have been performed and properly evaluated, as described in Section 2.22 of the Agreement.
   ii. CDL skills tests are administered in accordance with this Agreement and the CDL Examiner’s Manual. To evaluate CDL skills test administration, a DMV or FMCSA authorized representative may accompany any Examiner on one or more CDL skills tests administered by the Examiner.

d. Security of Applicant personal information is as described in Section E.6 of this Exhibit A.

e. A vehicle that may be used for conducting CDL skills tests:
   i. Is properly registered and insured.
   ii. Meets required equipment standards described in Title 49 CFR § 393, OAR 735-060-0120, and the Oregon CDL Examiner’s Manual and may be operated in a safe condition.
f. One or more CDL skills test locations and road test routes to be used by Tester. DMV will not authorize administration of any CDL skills tests until DMV has approved and inspected at least one CDL skills test location and road test route.

2. DMV may inspect any other location, equipment or process used in relation to this Third Party CDL Skills Testing Program that DMV may deem necessary.

3. DMV may conduct periodic inspections and Examiner performance evaluations throughout the term of this Agreement.

4. A DMV employee, FMCSA representative, or federal, state, county, or city law enforcement officer may pose as a customer of Tester, at any time, without self-disclosure as an employee of the state, the FMCSA, or of a law enforcement agency, to observe CDL skills testing processes. This, and other covert observations, may be used to determine whether Tester is following the CDL skills test processes required by DMV and testing in accordance with administrative rules, this Agreement, and the CDL Examiner’s Manual.

5. A DMV or FMCSA employee, at any time, may conduct overt evaluations of Tester’s Examiners by co-scoring along with Examiners during CDL skills tests to confirm proper scoring and compare pass/fail results. The employee who conducts any overt evaluations or inspection will prepare an evaluation or inspection report specifying any deficiencies that must be corrected by Tester and provide Tester with a copy of the evaluation or inspection report. Deficiencies identified by DMV must be corrected by Tester within the time specified on the evaluation or inspection report. DMV may withhold from Tester the results of any covert observations until the conclusion of the compliance review.

6. DMV may re-test a sample of drivers who were tested by Tester.

7. If Tester fails to correct a deficiency identified during an evaluation or inspection within the time described in the evaluation or inspection report, Tester will be in default of this Agreement and subject to remedies in Section 4.3 of the Agreement. Repeated or multiple deficiencies may result in termination of this Agreement in accordance with Section 4.4 of this Agreement.

8. If DMV concludes that any deficiency is a potential risk to the health and safety of the public, fraudulent activity in violation of OAR 735-060-0145, or a Tester default in section 4.2 of the Agreement, Tester may be immediately prohibited from administering CDL skills tests and may be subject to further remedies described in Sections 4.3 and 4.4 of the Agreement.

H. Forms
DMV will provide Testing Business with master copies of all forms required for skills test administration and Examiner evaluations either electronically or hard copy.

I. STANDARDS and GENERAL REQUIREMENTS
The following standards and general requirements apply to this Statement of Work:

1. Reserved

2. Reserved

3. Licenses, Registrations and Qualifications
• Tester must meet and maintain the qualifications as described in OAR 735-060-0030.

4. **General Requirements**
   • Tester must represent the Third Party CDL Skills Testing Program and DMV in an appropriate and professional manner, and in accordance with OAR 735-060-0115.
   
   • Tester must oversee and monitor Examiner qualifications, criminal background record checks, and adherence to all requirements described in this Agreement.

5. **Compliance with Applicable Law**
   • Tester must comply with all applicable local, state and federal laws.
Presented to the Board of Directors:

<table>
<thead>
<tr>
<th>Subject: Interagency Agreements with Coquille School District, Mapleton School District, Myrtle Point School District and Lewis Transportation, Inc.</th>
<th>Item No: 073119-10(d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason: Action</td>
<td>Attachment: Yes</td>
</tr>
<tr>
<td>From: Kari Blake</td>
<td>Date: July 31, 2019</td>
</tr>
</tbody>
</table>

**Background:**
For many years, the Department of Motor Vehicles (DMV) has executed a formal written interagency agreement that authorizes Oregon Department of Education (ODE) to operate as a “Third Party Commercial Driver Licensing (CDL) Skills Testing Entity”. While ODE has the responsibility for state school bus driver certification, ODOT/DMV has accountability to the Federal Motor Carrier Safety Administration (FMCSA) for CDL testing and licensing. In 2018, there were two significant and high-profile driver testing incidents, prompting DMV to take a closer look at the inter-agency testing agreement between ODOT/DMV and ODE for compliance.

ODE does not employ the skills test examiners who administer the tests to drivers, but rather, bus companies and school districts employ the examiners who actually administer the tests. No formal written subcontracts were ever established and no verification that insurance and surety bond requirements were being met. The agencies have completed a process for compliance. Please note the following:

- Individual school districts are required to enter into 3rd party testing agreements directly with DMV. The entities that enter into an agreement with DMV must be the employers of the skills test examiners.
- 3rd party skills test examiners must be administering the skills test in their employment by a third party testing entity under contract, inter-agency agreement, or intergovernmental agreement with DMV.
- **School districts are required to enter into inter-agency 3rd party tester agreements with other school districts or school bus companies in order to provide testing services to those entities.**
  - Each 3rd party testing entity must be covered by workers compensation, general liability, and auto insurance that meets requirements or be self-insured and exempt from those requirements.
- ODE will continue to be the authority for school bus driver certification and training programs and continue to regulate those rules/programs with individual school districts.
- The attached agreement was reviewed by PACE.

**Recommendation:**
Administration recommends approval of the Interagency Agreements as presented.

Resolution #073119-10(d) Interagency Agreements – Bus Driver Testing
Be it Resolved that the Siuslaw School District Board of Directors approve the interagency agreements as presented.

Suzanne Mann-Heintz, Board Chair

Kari Blake, Business Manager/Deputy Clerk
INTERAGENCY AGREEMENT

Siuslaw School District 97J, and Coquille School District agree to the following terms regarding bus driver training and/or testing services to be provided by the Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, employees of Siuslaw School District, for the 2019-2020 school year.

Siuslaw School District agrees to provide bus driver training and/or testing services to be performed by the Bus Driver Trainer and/or Third Party Examiner, during the 2019-2020 fiscal year, commencing July 1, 2019 and ending June 30, 2020. Specific activities to be performed by the Bus Driver Trainer and/or Third Party Examiner are set forth in Addendum A attached. The term of this agreement can be extended beyond June 30, 2020 and the scope of services and the total cost can be adjusted in a new and separate agreement.

The Siuslaw School District will bill the Coquille School District for the cost of bus driver training and/or testing services provided.

For the 2019-2020 fiscal year, the hourly cost for Bus Driver Trainer services will be as follows:

Bus Driver Trainer $25.00 for Regular Time rates or $36.00 for Overtime rates.

For the 2019-2020 fiscal year, the flat fee for Third Party Examiner services will be $165.00.

Coquille School District agrees to reimburse the Siuslaw School District for any travel costs incurred in association with Siuslaw School District employee's provision of bus driver training and/or testing services for Coquille School District.

Either the Siuslaw School District or Coquille School District may terminate this agreement with 30-day written notice delivered to the other party.

Name – for the Siuslaw School District
Signature
Date

Name – for the Coquille School District
Signature
Date
The Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, will provide the following support and services related to training and testing school bus drivers for Coquille School District:

A. Provide required training for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

B. Provide required testing for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

If a Siuslaw School District Bus Driver Trainer and/or Third Party Examiner is required to travel to an alternate location in a vehicle other than a school bus for training and/or testing, the Siuslaw School District will charge the current year's IRS standard mileage reimbursement rate.

Coquille School District shall indemnify, defend, save and hold harmless the Siuslaw School District and its officers and employees from all claims, suits, liabilities or other actions of whatever nature resulting from or arising out of the activities and/or the omissions of Coquille School District and its employees who are being tested, including attorneys’ fees. This provision is subject to the requirements and limitations of the Oregon Tort Claims Act and the Oregon Constitution. If a Siuslaw School District bus is used for training and/or testing, Coquille School District shall reimburse Siuslaw School District for any out of pocket costs not covered by insurance in the event of an accident during testing.

Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement.

Name – for the Siuslaw School District  Signature  Date

Name – for the Coquille School District  Signature  Date
INTERAGENCY AGREEMENT

Siuslaw School District 97J, and Mapleton School District agree to the following terms regarding bus driver training and/or testing services to be provided by the Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, employees of Siuslaw School District, for the 2019-2020 school year.

Siuslaw School District agrees to provide bus driver training and/or testing services to be performed by the Bus Driver Trainer and/or Third Party Examiner, during the 2019-2020 fiscal year, commencing July 1, 2019 and ending June 30, 2020. Specific activities to be performed by the Bus Driver Trainer and/or Third Party Examiner are set forth in Addendum A attached. The term of this agreement can be extended beyond June 30, 2020 and the scope of services and the total cost can be adjusted in a new and separate agreement.

The Siuslaw School District will bill the Mapleton School District for the cost of bus driver training and/or testing services provided.

For the 2019-2020 fiscal year, the hourly cost for Bus Driver Trainer services will be as follows:

Bus Driver Trainer $ 25.00 for Regular Time rates or $ 36.00 for Overtime rates.

For the 2019-2020 fiscal year, the flat fee for Third Party Examiner services will be $165.00.

Mapleton School District agrees to reimburse the Siuslaw School District for any travel costs incurred in association with Siuslaw School District employee’s provision of bus driver training and/or testing services for Mapleton School District.

Either the Siuslaw School District or Mapleton School District may terminate this agreement with 30-day written notice delivered to the other party.

Name – for the Siuslaw School District

Signature

Date

Name – for the Mapleton School District

Signature

Date
The Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, will provide the following support and services related to training and testing school bus drivers for Mapleton School District:

A. Provide required training for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

B. Provide required testing for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

If a Siuslaw School District Bus Driver Trainer and/or Third Party Examiner is required to travel to an alternate location in a vehicle other than a school bus for training and/or testing, the Siuslaw School District will charge the current year's IRS standard mileage reimbursement rate.

Mapleton School District shall indemnify, defend, save and hold harmless the Siuslaw School District and its officers and employees from all claims, suits, liabilities or other actions of whatever nature resulting from or arising out of the activities and/or the omissions of Mapleton School District and its employees who are being tested, including attorneys' fees. This provision is subject to the requirements and limitations of the Oregon Tort Claims Act and the Oregon Constitution. If a Siuslaw School District bus is used for training and/or testing, Mapleton School District shall reimburse Siuslaw School District for any out of pocket costs not covered by insurance in the event of an accident during testing.

Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement.

Name – for the Siuslaw School District

Name – for the Mapleton School District

Signature

Signature

Date

Date
INTERAGENCY AGREEMENT

Siuslaw School District 97J, and Myrtle Point School District agree to the following terms regarding bus driver training and/or testing services to be provided by the Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, employees of Siuslaw School District, for the 2019-2020 school year.

Siuslaw School District agrees to provide bus driver training and/or testing services to be performed by the Bus Driver Trainer and/or Third Party Examiner, during the 2019-2020 fiscal year, commencing July 1, 2019 and ending June 30, 2020. Specific activities to be performed by the Bus Driver Trainer and/or Third Party Examiner are set forth in Addendum A attached. The term of this agreement can be extended beyond June 30, 2020 and the scope of services and the total cost can be adjusted in a new and separate agreement.

The Siuslaw School District will bill the Myrtle Point School District for the cost of bus driver training and/or testing services provided.

For the 2019-2020 fiscal year, the hourly cost for Bus Driver Trainer services will be as follows:

Bus Driver Trainer $ 25.00 for Regular time rates or $ 36.00 for Overtime rates.

For the 2019-2020 fiscal year, the flat fee for Third Party Examiner services will be $165.00.

Myrtle Point School District agrees to reimburse the Siuslaw School District for any travel costs incurred in association with Siuslaw School District employee's provision of bus driver training and/or testing services for

Either the Siuslaw School District or Myrtle Point School District may terminate this agreement with 30-day written notice delivered to the other party.

Name – for the Siuslaw School District
Signature
Date

Name – for the Myrtle Point School District
Signature
Date
The Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, will provide the following support and services related to training and testing school bus drivers for Myrtle Point School District:

A. Provide required training for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

B. Provide required testing for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

If a Siuslaw School District Bus Driver Trainer and/or Third Party Examiner is required to travel to an alternate location in a vehicle other than a school bus for training and/or testing, the Siuslaw School District will charge the current year's IRS standard mileage reimbursement rate.

Myrtle Point School District shall indemnify, defend, save and hold harmless the Siuslaw School District and its officers and employees from all claims, suits, liabilities or other actions of whatever nature resulting from or arising out of the activities and/or the omissions of Myrtle Point School District and its employees who are being tested, including attorneys' fees. This provision is subject to the requirements and limitations of the Oregon Tort Claims Act and the Oregon Constitution. If a Siuslaw School District bus is used for training and/or testing, Myrtle Point School District shall reimburse Siuslaw School District for any out of pocket costs not covered by insurance in the event of an accident during testing.

Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement.

Name – for the Siuslaw School District

Signature

Date

Name – for the Myrtle Point School District

Signature

Date
INTERAGENCY AGREEMENT

Siuslaw School District 97J, and Lewis Transportation Inc. agree to the following terms regarding bus driver training and/or testing services to be provided by the Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, employees of Siuslaw School District, for the 2019-2020 school year.

Siuslaw School District agrees to provide bus driver training and/or testing services to be performed by the Bus Driver Trainer and/or Third Party Examiner, during the 2019-2020 fiscal year, commencing July 1, 2019 and ending June 30, 2020. Specific activities to be performed by the Bus Driver Trainer and/or Third Party Examiner are set forth in Addendum A attached. The term of this agreement can be extended beyond June 30, 2020 and the scope of services and the total cost can be adjusted in a new and separate agreement.

The Siuslaw School District will bill the Lewis Transportation Inc. for the cost of bus driver training and/or testing services provided.

For the 2019-2020 fiscal year, the hourly cost for Bus Driver Trainer services will be as follows:

Bus Driver Trainer $ 25.00 for Regular time rates or $ 36.00 for Overtime rates.

For the 2019-2020 fiscal year, the flat fee for Third Party Examiner services will be $165.00.

Lewis Transportation Inc. agrees to reimburse the Siuslaw School District for any travel costs incurred in association with Siuslaw School District employee's provision of bus driver training and/or testing services for Lewis Transportation Inc.:

Either the Siuslaw School District or Lewis Transportation Inc. may terminate this agreement with 30-day written notice delivered to the other party.

Name – for the Siuslaw School District  
Signature  
Date

Name – for the Lewis Transportation Inc.  
Signature  
Date
The Siuslaw School District Bus Driver Trainer and/or Third Party Examiner, will provide the following support and services related to training and testing school bus drivers for Lewis Transportation Inc.

A. Provide required training for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

B. Provide required testing for individuals to obtain and/or keep current their Oregon Department of Education school bus driver's certificate (Bus Driver Trainer and/or Third Party Examiner).

If a Siuslaw School District Bus Driver Trainer and/or Third Party Examiner is required to travel to an alternate location in a vehicle other than a school bus for training and/or testing, the Siuslaw School District will charge the current year's IRS standard mileage reimbursement rate.

Lewis Transportation Inc. shall indemnify, defend, save and hold harmless the Siuslaw School District and its officers and employees from all claims, suits, liabilities or other actions of whatever nature resulting from or arising out of the activities and/or the omissions of Lewis Transportation Inc. and its employees who are being tested, including attorneys' fees. This provision is subject to the requirements and limitations of the Oregon Tort Claims Act and the Oregon Constitution. If a Siuslaw School District bus is used for training and/or testing, Lewis Transportation Inc. shall reimburse Siuslaw School District for any out of pocket costs not covered by insurance in the event of an accident during testing.

Each party agrees to have adequate general liability coverage to cover any tort claim that could arise from this agreement.

Name – for the Siuslaw School District

Signature

Date

Name – for the Lewis Transportation Inc

Signature

Date
Presented to the Board of Directors:

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Meal Price Adjustment</th>
<th>Item No: 073119-10(e)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason:</td>
<td>Informational</td>
<td>Attachment: Yes</td>
</tr>
<tr>
<td>From:</td>
<td>Kari Blake</td>
<td>Date: July 31, 2019</td>
</tr>
</tbody>
</table>

Background:
Each year, the Siuslaw School District must do an analysis on the current meal pricing to see if it meets a minimum price set by the Federal Government by completing and submitting to ODE, a Paid Lunch Equity Tool (PLE). For districts that charge below that amount, they must adjust their meal prices, in increments of $0.05 (with a $0.10 cap/year) or transfer non-federal dollars from the general fund into the food service fund. For the 2019-2020 school year only, the USDA has established that any district with a positive or zero balance in its nonprofit school food service account as of January 31, 2019, is exempt from PLE requirements. By meeting the exemption requirements, we can use the same meal rates as the 2018-2019 school year as indicated below:

**Lunch:**
- Student Regular: $2.50
- Student Reduced: $0.00
- Student Free: $0.00
- Student Milk: $0.40
- Adult Regular: $3.00
- Adult Milk: $0.40

**Breakfast:**
- Student Regular: $1.50
- Student Reduced: $0.00
- Student Free: $0.00
- Student Milk: $0.40
- Adult Regular: $2.00
- Adult Milk: $0.40

**Recommendation:**
Administration recommends that the 2019-2020 meal prices for school meals remain at the same rates as established for the 2018-2019 school year.

**Resolution # 073119-10(e) Meal Price Adjustment**
Be it Resolved that the Siuslaw School District Board of Directors approve the meal prices as presented for the 2019-2020 school year.

______________________________
Suzanne Mann-Heintz, Board Chair

______________________________
Kari Blake, Business Manager/Deputy Clerk