

Agenda

Wednesday, April 10, 2024 7:00 PM

Winston-Dillard School District, 620 NW Elwood St, Winston, OR 97496

1. **Call To Order**

2. **Pledge of Allegiance**

3. **Roll Call - Establishment of a Quorum**

4. **Superintendent Academic Awards - Elementary**

4.A. Brockway Elementary - Callum Uribe

4.B. Lookingglass Elementary - Lola Leir

4.C. McGovern Elementary - Shyla Armstrong

5. **Douglas High School Student Representative**

6. ***INTERMISSION***

7. **SUPERINTENDENT REPORT**

7.A. Enrollment

7.B. CTE Update

8. **Directors Report**

9. **ITEMS OF DISCUSSION**

9.A. Ninth Grade on Track

9.B. Douglas High School Planned Course: Success Academy 1st Reading

9.C. Enrollment Caps for the 2024-25 School Year

9.D. Field Trip Requests

10. **ADOPTION OF CONSENT AGENDA**

10.A. Financial Statement

10.B. Minutes

10.B.1. Regular Session March 13, 2024

10.C. Memorandum of Understanding: OSEA & WDSB

10.D. Memorandum of Understanding

10.E. Personnel

10.E.1. Accept resignation from Justin Braman, BES PE Teacher effective June 14, 2024.

10.E.2. Accept resignation from Janna Norton, MES
Dean of Students effective June 30, 2024.

10.E.3. Accept employment for Janna Norton, MES
Principal effective July 1, 2024.

10.F. Student Transfers Recommended for the
2023-24 School Year

10.G. Adoption of Consent Agenda Motion

11. **ACTION ITEMS**

11.A. Policy DJFA, DJFA-AR(1) and DJFA-AR(2)
2nd Reading

11.B. Budget Committee Open Position

11.C. District Wide Crisis Management - COPS
Grant

11.D. Juniper Tree Counseling - Title I Funds &
General Funds

11.E. Early Literacy Coach - TOSA: HB 3198
Literacy Grant

12. **COMMUNICATIONS**

13. **FOR THE GOOD OF THE ORDER**

14. **ADJOURNMENT**

15. **UPCOMING**

15.A. Budget Committee meeting at Winston-
Dillard School District Office Board Room May 8,
2024 at 6:00 pm

15.B. Regular Session at Winston-Dillard School
District Office Board Room May 8, 2024 at 7:00
pm.

15.C. Budget Committee meeting at Winston-
Dillard School District Board Room May 22, 2024
at 6:00 pm.

APRIL 10, 2024

Superintendent's Report

Winston-Dillard School District



SUBMITTED BY

Kim Kellison

PRESENTED TO

Winston-Dillard School Board



WE ARE... CURIOUS
We explore with open minds

CARING
We support and respect each other.

UNSTOPPABLE
We do what it takes to reach our goals.

Employees of the First Semester



Administrator or Dean of Students:

Craig Anderson - DHS

Janna Norton - MES

Katrina Scott - BES

Licensed or Counseling Staff:

Kim Mincher - DAS

Shilo Hester - MES

Angie Winters - LES

Brian Hobbs - MES

Classified:

John Heffner - WMS

Ervin Lund - DHS

Michael Young - LES

Ashley Farley - BES



Winston-Dillard School District Student Enrollment 2023-24												
Grade Level	4/7/2023	Head Ct.	9/6/2023	10/6/2023	11/3/2023	12/1/2023	1/5/2024	2/2/2024	3/8/2024	4/5/2024	MAY	JUNE
K	94			98	95	93	93	94	92	92		
1	109			91	89	91	91	90	89	91		
2	100			108	106	106	105	106	105	106		
3	109			92	96	95	95	99	97	99		
4	106			109	104	104	105	105	104	103		
5	94			109	106	107	110	109	108	106		
Elem School Total	612	588		607	596	596	599	603	595	597	0	0
6	109			92	88	88	87	88	89	88		
7	92			108	105	104	107	106	106	106		
8	96			89	89	89	90	91	91	91		
Middle School Total	297	290		289	282	281	284	285	286	285	0	0
9	124			96	96	91	89	88	87	85		
10	91			133	127	125	124	121	119	116		
11	75			74	74	74	74	73	72	73		
12	69			64	62	62	61	57	56	56		
DAS	91	51		65	67	70	66	68	71	70		
High School Total	450	400		432	426	422	414	407	405	400	0	0
Total Enrollment	1359	1278		1328	1304	1299	1297	1295	1286	1282	0	0
3/8/2024												
Elementary Schools	PK	K	1	2	3	4	5					
McGovern - 233	0	0	0	0	74	75	84					
Brockway - 223(PK277)	54	74	72	77	0	0	0					
Lookingglass -139(PK156)	17	18	17	28	23	29	24					
Total	71	92	89	105	97	104	108					
4/5/2024												
Elementary Schools	PK	K	1	2	3	4	5					
McGovern -231	0	0	0	0	77	73	81					
Brockway - 223(PK276)	53	74	72	77	0	0	0					
LES -143 (PK 161)	18	18	19	29	22	30	25					
Total	71	92	91	106	99	103	106					
										Total	70	

County	District Institution ID	District Name	2022-2023		2023-2024		2023-24 American Indian/Alaska Native	2023-24 % American Indian/Alaska Native	2023-24 Asian
			Total Enrollment	Total Enrollment	Total Enrollment	Total Enrollment			
Lake	2063	Adel SD 21	7	10	0	0	0.0%	0	
Malheur	2113	Adrian SD 61	275	279	0	0	0.0%	1	
Benton	1899	Alsea SD 7J	509	281	2	2	0.7%	1	
Yamhill	2252	Amity SD 4J	754	751	16	16	2.1%	14	
Malheur	2111	Annex SD 29	125	118	0	0	0.0%	0	
Gilliam	2005	Arlington SD 3	150	136	5	5	3.7%	0	
Malheur	2115	Arock SD 81	17	11	0	0	0.0%	0	
Jackson	2041	Ashland SD 5	2,572	2,576	20	20	0.8%	43	
Clatsop	1933	Astoria SD 1	1,797	1,773	10	10	0.6%	12	
Umatilla	2208	Athens-Weston SD 29RJ	542	530	31	31	5.8%	3	
Baker	1894	Baker SD 5J	4,453	4,829	43	43	0.9%	34	
Coos	1969	Bandon SD 54	671	626	5	5	0.8%	4	
Washington	2240	Banks SD 13	1,060	1,091	7	7	0.6%	11	
Washington	2243	Beaverton SD 48J	38,647	37,988	158	158	0.4%	6,932	
Deschutes	1976	Bend-LaPine Administrative SD 1	17,356	17,075	70	70	0.4%	210	
Lane	2088	Bethel SD 52	5,098	4,999	48	48	1.0%	106	
Lane	2095	Blachly SD 90	406	399	3	3	0.8%	3	
Jefferson	2052	Black Butte SD 41	22	25	0	0	0.0%	0	
Curry	1974	Brookings-Harbor SD 17C	1,404	1,335	60	60	4.5%	17	
Baker	1896	Burnt River SD 30J	27	46	0	0	0.0%	4	
Jackson	2046	Butte Falls SD 91	196	159	2	2	1.3%	2	
Douglas	1995	Camas Valley SD 21J	214	226	1	1	0.4%	2	
Clackamas	1929	Canby SD 86	4,212	4,175	10	10	0.2%	26	
Marion	2139	Cascade SD 5	2,685	2,770	64	64	2.3%	57	
Multnomah	2185	Centennial SD 28J	5,487	5,485	36	36	0.7%	759	
Curry	1972	Central Curry SD 1	433	407	1	1	0.2%	1	
Linn	2105	Central Linn SD 552	539	546	4	4	0.7%	2	

Jackson	2042	Central Point SD 6	4,858	4,808	40	0.8%	33
Polk	2191	Central SD 13J	3,188	3,066	27	0.9%	21
Clackamas	1902	Clackamas ESD	191	193	1	0.5%	8
Columbia	1945	Clatskanie SD 6J	689	662	8	1.2%	0
Clackamas	1927	Colton SD 53	619	604	2	0.3%	7
Gilliam	2006	Condon SD 25J	122	136	2	1.5%	0
Coos	1965	Coos Bay SD 9	3,080	3,024	86	2.8%	23
Coos	1964	Coquille SD 8	1,228	1,221	20	1.6%	4
Multnomah	2186	Corbett SD 39	1,055	1,063	13	1.2%	10
Benton	1901	Corvallis SD 509J	6,362	6,118	35	0.6%	280
Union	2216	Cove SD 15	298	302	2	0.7%	1
Lane	2086	Creswell SD 40	1,141	1,113	23	2.1%	12
Crook	1970	Crook County SD	3,272	3,382	37	1.1%	6
Lane	2089	Crow-Applegate-Lorane SD 66	271	296	0	0.0%	1
Jefferson	2050	Culver SD 4	673	679	0	0.0%	1
Polk	2190	Dallas SD 2	3,052	3,006	66	2.2%	23
Multnomah	2187	David Douglas SD 40	8,645	8,660	71	0.8%	1,310
Yamhill	2253	Dayton SD 8	880	874	10	1.1%	1
Grant	2011	Dayville SD 16J	59	46	0	0.0%	0
Harney	2017	Diamond SD 7	11	13	0	0.0%	0
Harney	2021	Double O SD 28	3	3	0	0.0%	0
Douglas	1993	Douglas County SD 15	236	229	10	4.4%	0
Douglas	1991	Douglas County SD 4	5,737	5,653	68	1.2%	73
Douglas	1980	Douglas ESD	15	22	0	0.0%	0
Harney	2019	Drewsey SD 13	10	8	0	0.0%	0
Wasco	2229	Dufur SD 29	329	343	30	8.7%	0
Jackson	2043	Eagle Point SD 9	4,239	4,207	40	1.0%	15
Umatilla	2203	Echo SD 5	311	316	1	0.3%	0
Union	2217	Elgin SD 23	405	396	3	0.8%	1
Douglas	1998	Elkton SD 34	235	214	4	1.9%	3
Wallowa	2221	Enterprise SD 21	420	428	1	0.2%	2
Clackamas	1930	Estacada SD 108	3,090	3,229	15	0.5%	54

Lane	2082 Eugene SD 4J	16,601	16,318	142	0.9%	465
Polk	2193 Falls City SD 57	181	178	4	2.2%	0
Lane	2084 Fern Ridge SD 28J	1,427	1,398	18	1.3%	7
Washington	2241 Forest Grove SD 15	5,798	5,809	33	0.6%	7
Wheeler	2248 Fossil SD 21J	1,778	1,929	8	0.4%	7
Harney	2020 Frenchglen SD 16	6	4	0	0.0%	7
Washington	2245 Gaston SD 511J	480	483	2	0.4%	7
Marion	2137 Gervais SD 1	1,220	1,269	7	0.6%	7
Clackamas	1931 Gladstone SD 115	1,662	1,594	11	0.7%	7
Douglas	2000 Glendale SD 77	290	289	6	2.1%	7
Douglas	1992 Glide SD 12	691	724	19	2.6%	7
Josephine	2054 Grants Pass SD 7	5,725	5,675	30	0.5%	7
Linn	2100 Greater Albany Public SD 8J	9,063	8,955	52	0.6%	7
Multnomah	2183 Gresham-Barlow SD 10J	11,458	11,371	88	0.8%	7
Harney	2014 Harney County SD 3	742	700	23	3.3%	7
Harney	2015 Harney County SD 4	914	1,064	2	0.2%	7
Harney	2023 Harney County Union High SD 1J	981	1,142	17	1.5%	7
Malheur	2114 Harper SD 66	218	250	0	0.0%	7
Linn	2099 Harrisburg SD 7J	776	803	11	1.4%	7
Umatilla	2201 Helix SD 1	144	186	5	2.7%	7
Umatilla	2206 Hermiston SD 8	5,465	5,419	8	0.1%	7
Deschutes	1975 High Desert ESD	6	8	0	0.0%	7
Washington	2239 Hillsboro SD 1J	18,872	18,716	102	0.5%	7
Hood River	2024 Hood River County SD	3,836	3,799	32	0.8%	7
Baker	1895 Huntington SD 16J	81	85	1	1.2%	7
Union	2215 Imbler SD 11	300	314	4	1.3%	7
Umatilla	2200 InterMountain ESD	222	207	8	3.9%	7
Morrow	3997 Ione SD R2	134	127	1	0.8%	7
Jefferson	2053 Jefferson County SD 509J	2,822	2,739	822	30.0%	7
Marion	2140 Jefferson SD 14J	760	715	3	0.4%	7
Clatsop	1934 Jewell SD 8	134	116	1	0.9%	7
Grant	2008 John Day SD 3	470	471	4	0.8%	7

Malheur	2107	Jordan Valley SD 3	63	71	1	1.4%	7
Wallowa	2219	Joseph SD 6	261	279	3	1.1%	7
Lane	2091	Junction City SD 69	1,680	1,620	27	1.7%	7
Malheur	2109	Juntura SD 12	3	7	0	0.0%	7
Klamath	2057	Klamath County SD	7,081	7,076	430	6.1%	7
Klamath	2056	Klamath Falls City Schools	2,747	2,733	154	5.6%	7
Clatsop	2262	Knappa SD 4	453	445	7	1.6%	7
Union	2212	La Grande SD 1	2,098	2,029	27	1.3%	7
Lake	2059	Lake County SD 7	771	704	13	1.8%	7
Clackamas	1923	Lake Oswego SD 7J	6,854	6,826	13	0.2%	7
Linn	2101	Lebanon Community SD 9	4,046	4,057	25	0.6%	7
Lincoln	2097	Lincoln County SD	5,124	4,983	213	4.3%	7
Linn	2098	Linn Benton Lincoln ESD	58	47	2	4.3%	7
Grant	2012	Long Creek SD 17	26	19	0	0.0%	7
Lane	2092	Lowell SD 71	1,064	1,017	12	1.2%	7
Malheur	2112	Malheur County SD 51	3	1	0	0.0%	7
Lane	2085	Mapleton SD 32	145	142	4	2.8%	7
Lane	2094	Marcola SD 79J	839	887	10	1.1%	7
Lane	2090	McKenzie SD 68	174	180	3	1.7%	7
Yamhill	2256	McMinville SD 40	6,507	6,419	64	1.0%	7
Jackson	2048	Medford SD 549C	13,849	13,750	84	0.6%	7
Umatilla	2205	Milton-Freewater Unified SD 7	1,589	1,537	5	0.3%	7
Wheeler	2249	Mitchell SD 55	1,027	1,246	13	1.0%	7
Clackamas	1925	Molalla River SD 35	2,552	2,536	27	1.1%	7
Benton	1898	Monroe SD 1J	381	382	3	0.8%	7
Grant	2010	Monument SD 8	61	54	3	5.6%	7
Morrow	2147	Morrow SD 1	2,310	2,222	13	0.6%	7
Marion	2145	Mt Angel SD 91	662	649	3	0.5%	7
Multnomah	2148	Multnomah ESD	325	336	12	3.6%	7
Coos	1968	Myrtle Point SD 41	528	566	18	3.2%	7
Tillamook	2198	Neah-Kah-Nie SD 56	742	696	3	0.4%	7
Tillamook	2199	Nestucca Valley SD 101J	511	520	4	0.8%	7

Yamhill	2254	Newberg SD 29J	4,201	4,046	21	0.5%	7
Coos	1966	North Bend SD 13	3,458	2,979	58	1.9%	7
Clackamas	1924	North Clackamas SD 12	16,718	16,874	54	0.3%	7
Douglas	1996	North Douglas SD 22	346	343	4	1.2%	7
Lake	2061	North Lake SD 14	230	221	1	0.5%	7
Marion	2141	North Marion SD 15	1,674	1,622	4	0.2%	7
Union	2214	North Powder SD 8J	273	256	1	0.4%	7
Marion	2143	North Santiam SD 29J	2,089	2,081	10	0.5%	7
Wasco	4131	North Wasco County SD 21	2,844	2,848	50	1.8%	7
Washington	2230	Northwest Regional ESD	157	156	2	1.3%	7
Malheur	2110	Nyssa SD 26	1,321	1,504	1	0.1%	7
Douglas	1990	Oakland SD 1	628	652	13	2.0%	7
Lane	2093	Oakridge SD 76	513	491	10	2.0%	7
Marion	3476	ODE JDEP District	108	110	4	3.6%	7
Marion	3477	ODE YCEP District	246	223	9	4.0%	7
Malheur	2108	Ontario SD 8C	2,281	2,211	4	0.2%	7
Clackamas	1928	Oregon City SD 62	7,271	7,263	30	0.4%	7
Marion	2336	Oregon Department of Education	1,076	1,092	3	0.3%	7
Clackamas	1926	Oregon Trail SD 46	4,340	4,298	26	0.6%	7
Lake	2060	Paisley SD 11	206	192	0	0.0%	7
Multnomah	2181	Parkrose SD 3	2,805	2,822	12	0.4%	7
Umatilla	2207	Pendleton SD 16	2,960	2,899	338	11.7%	7
Polk	2192	Perrydale SD 21	318	317	2	0.6%	7
Benton	1900	Philomath SD 17J	1,602	1,667	3	0.2%	7
Jackson	2039	Phoenix-Talent SD 4	2,265	2,205	22	1.0%	7
Umatilla	2202	Pilot Rock SD 2	297	294	6	2.0%	7
Harney	2016	Pine Creek SD 5	3	2	0	0.0%	7
Baker	1897	Pine Eagle SD 61	197	219	0	0.0%	7
Jackson	2047	Pinehurst SD 94	20	8	0	0.0%	7
Lane	2081	Pleasant Hill SD 1	1,000	986	10	1.0%	7
Lake	2062	Plush SD 18	7	8	1	12.5%	7
Curry	1973	Port Orford-Langlois SD 2CJ	225	242	5	2.1%	7

Multnomah	2180	Portland SD 1J	44,681	43,979	216	0.5%	7
Coos	1967	Powers SD 31	127	117	10	8.5%	7
Grant	2009	Prairie City SD 4	1,089	1,224	8	0.7%	7
Jackson	2045	Prospect SD 59	226	220	0	0.0%	7
Columbia	1946	Rainier SD 13	845	789	12	1.5%	7
Deschutes	1977	Redmond SD 2J	7,080	7,065	49	0.7%	7
Douglas	2001	Reedsport SD 105	606	588	5	0.9%	7
Multnomah	2182	Reynolds SD 7	9,807	9,613	78	0.8%	7
Douglas	1999	Riddle SD 70	344	367	10	2.7%	7
Multnomah	2188	Riverdale SD 51J	596	564	0	0.0%	7
Jackson	2044	Rogue River SD 35	1,078	1,104	10	0.9%	7
Marion	2142	Salem-Keizer SD 24J	39,376	38,787	295	0.8%	7
Linn	2104	Santiam Canyon SD 129J	2,617	2,678	39	1.5%	7
Columbia	1944	Scappoose SD 1J	2,218	2,251	27	1.2%	7
Linn	2103	Scio SD 95	1,688	1,719	17	1.0%	7
Clatsop	1935	Seaside SD 10	1,486	1,457	20	1.4%	7
Yamhill	2257	Sheridan SD 48J	935	973	56	5.8%	7
Sherman	2195	Sherman County SD	286	282	4	1.4%	7
Washington	2244	Sherwood SD 88J	4,906	4,836	15	0.3%	7
Marion	2138	Silver Falls SD 4J	3,670	3,771	23	0.6%	7
Deschutes	1978	Sisters SD 6	1,151	1,173	12	1.0%	7
Lane	2096	Siuslaw SD 97J	1,249	1,195	18	1.5%	7
Harney	2022	South Harney SD 33	8	7	0	0.0%	7
Lane	2087	South Lane SD 45J3	2,765	2,673	49	1.8%	7
Douglas	1994	South Umpqua SD 19	1,473	1,450	26	1.8%	7
Wasco	2225	South Wasco County SD 1	224	218	8	3.7%	7
Jackson	2025	Southern Oregon ESD	48	34	0	0.0%	7
Wheeler	2247	Spray SD 1	65	60	1	1.7%	7
Lane	2083	Springfield SD 19	9,643	9,460	86	0.9%	7
Columbia	1948	St Helens SD 502	2,827	2,806	38	1.4%	7
Marion	2144	St Paul SD 45	287	294	4	1.4%	7
Umatilla	2209	Stanfield SD 61	516	485	3	0.6%	7

Harney	2018 Suintex SD 10	2	3	0	0.0%	7
Douglas	2003 Sutherland SD 130	1,362	1,362	22	1.6%	7
Linn	2102 Sweet Home SD 55	2,340	2,297	15	0.7%	7
Josephine	2055 Three Rivers/Josephine County SD	4,530	4,462	65	1.5%	7
Washington	2242 Tigard-Tualatin SD 23J	11,680	11,620	32	0.3%	7
Tillamook	2197 Tillamook SD 9	2,090	2,061	15	0.7%	7
Wallowa	2222 Troy SD 54	4	4	0	0.0%	7
Umatilla	2210 Ukiah SD 80R	21	27	0	0.0%	7
Umatilla	2204 Umatilla SD 6R	1,417	1,428	19	1.3%	7
Union	2213 Union SD 5	376	370	4	1.1%	7
Malheur	2116 Vale SD 84	946	935	9	1.0%	7
Columbia	1947 Vernonia SD 47J	565	563	4	0.7%	7
Wallowa	2220 Wallowa SD 12	189	204	1	0.5%	7
Clatsop	1936 Warrenton-Hammond SD 30	983	974	7	0.7%	7
Clackamas	1922 West Linn-Wilsonville SD 3J	9,089	9,049	23	0.3%	7
Marion	2117 Willamette ESD	38	40	1	2.5%	7
Yamhill	2255 Willamina SD 30J	891	872	176	20.2%	7
Douglas	2002 Winston-Dillard SD 116	1,381	1,314	24	1.8%	7
Marion	2146 Woodburn SD 103	5,259	5,242	14	0.3%	7
Yamhill	2251 Yamhill Carlton SD 1	1,112	1,097	5	0.5%	7
Douglas	1997 Yoncalla SD 32	255	277	0	0.0%	7

CTE COURSES

Douglas HS

EXCEPTIONAL OPPORTUNITIES FOR KIDS...

Cabinetry

Cabinetry and Wood Shop
Students learn valuable and practical skills in woodworking and cabinet construction that give them the head start they need to access construction careers and other hands-on applications.

FFA

Future Farmers of America
Students can take a variety of courses from our FFA instructor that help them build career skills related to agriculture and farming:
Animal Science Small Engine Repair
Forestry

Welding

Students can participate in courses designed to elevate student confidence in welding leading eventually to full certification. This is a high need industry where students can easily find great paying jobs.



BUILDING CAREER AND TECHNICAL SKILLS

CTE COURSES

Douglas HS

NEW PATHWAY FOR EDUCATORS!

Manufacturing

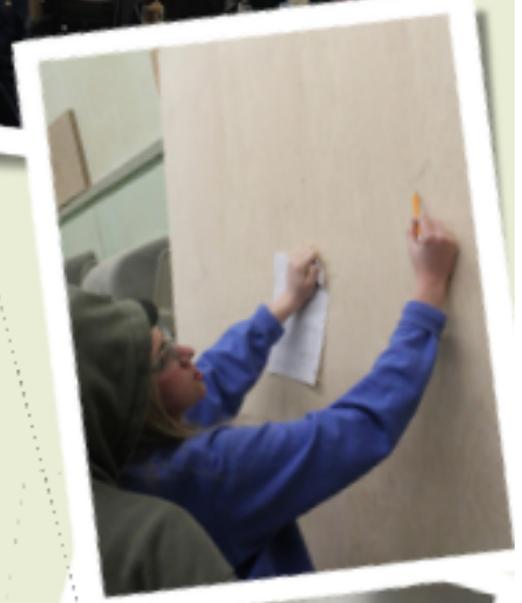
Students learn how to manufacture different items out of metal that can be either useful or decorative. This program allows them to build valuable skills that translate to the workplace, giving them an edge during competitive hiring processes.

Health Occupations

Occupations in the health care field are in high demand. Students in this strand learn valuable foundational skills that prepare them for careers in health care.

Culinary

Culinary is our newest CTE pathway where students can gain the knowledge and skills to serve as a chef and learn about running their own business or restaurant. We have a new state of the art classroom that students practice cooking skills and catering tasks.





IN PARTNERSHIP WITH...



**DOUGLAS
HIGH SCHOOL**
Trojan Nation

**SO EACH STUDENT'S DISTINCT AND IRREPLACEABLE
BRILLIANCE SHINES.**

**SO EACH STUDENT CAN MAKE CHOICES *AFTER*
GRADUATION FOR COLLEGE AND CAREER SUCCESS.**

START

HOW GREAT LEADERS INSPIRE
EVERYONE TO TAKE ACTION

WITH

SIMON SINEK

New York Times bestselling author of *Leaders Eat Last* and *Together Is Better*

WHY

MORE THAN
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Student performance: On Track Earning 3 or more credits per term.

Grade	2017-18 3rd Quarter Grades	End of year 2023	Current Quarter
9th	69.1 (Ave in the mid 60% range)		
10th	57.7		

THE “ON-TRACK” METRIC



Based on Research by the UChicago Consortium, a student is “on-track” at the end of 9th grade if they have:

- Completed one quarter of the credits needed to graduate on time;
- Received no more than one F in a core subject class

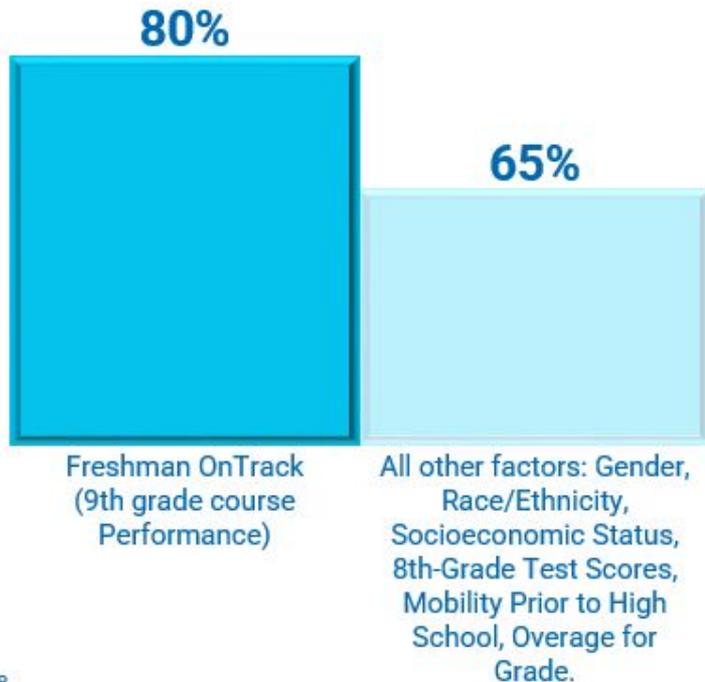
THE MAKE-OR-BREAK YEAR

Students who are “on-track”
in the 9th grade are

4x

more likely than their
off-track peers to graduate from
high school

Predictive Ability of Indicators
of High School Graduation



Graduation Rates by 9/10th OnTrack Status

Freshman OnTrack Status			Sophomore OnTrack Status			Graduation Rate
On-Track	+		On-Track	→		93% (N=13,819)
Off-Track	+		On-Track	→		73% (N=487)
On-Track	+		Off-Track	→		43% (N=1,301)
Off-Track	+		Off-Track	→		21% (N=1,647)

Note: Only students whose CPS freshman and sophomore grades and attendance data were available are included. Charter students are excluded for this reason. Graduation status is based on whether a student graduated from CPS within four years of starting high school. For more information, see Appendix A.

MYTH: *The vast majority of off-track sophomores had been off-track as freshmen.*

FACT: Being on-track as a freshman is highly predictive of being on-track as a sophomore, but it does not guarantee it. Many students fall off-track for the first-time during sophomore year.

NEARLY HALF OF OFF-TRACK SOPHOMORES



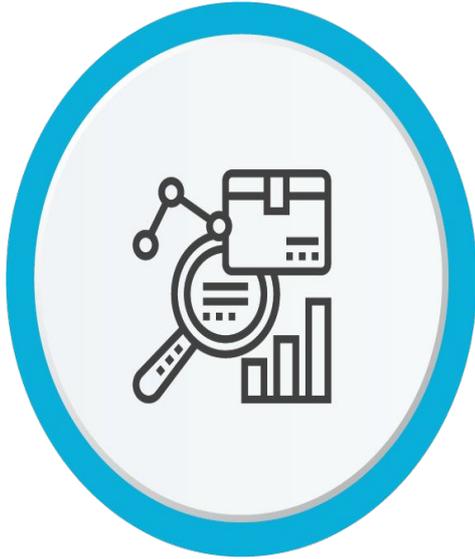
WERE ON-TRACK AS FRESHMEN

Student performance: On track earning 3 or more credits per term.

Grade	3rd Quarter 2018-2017	End of year 2022 -2023	3rd Quarter 2023 - 2024	End of Year 2023 - 2024
9th	69.1 <small>(Ave in the mid 60% range)</small>	76%*	79.1%	
10th	57.7	82%	80.2%	
11th			76%	

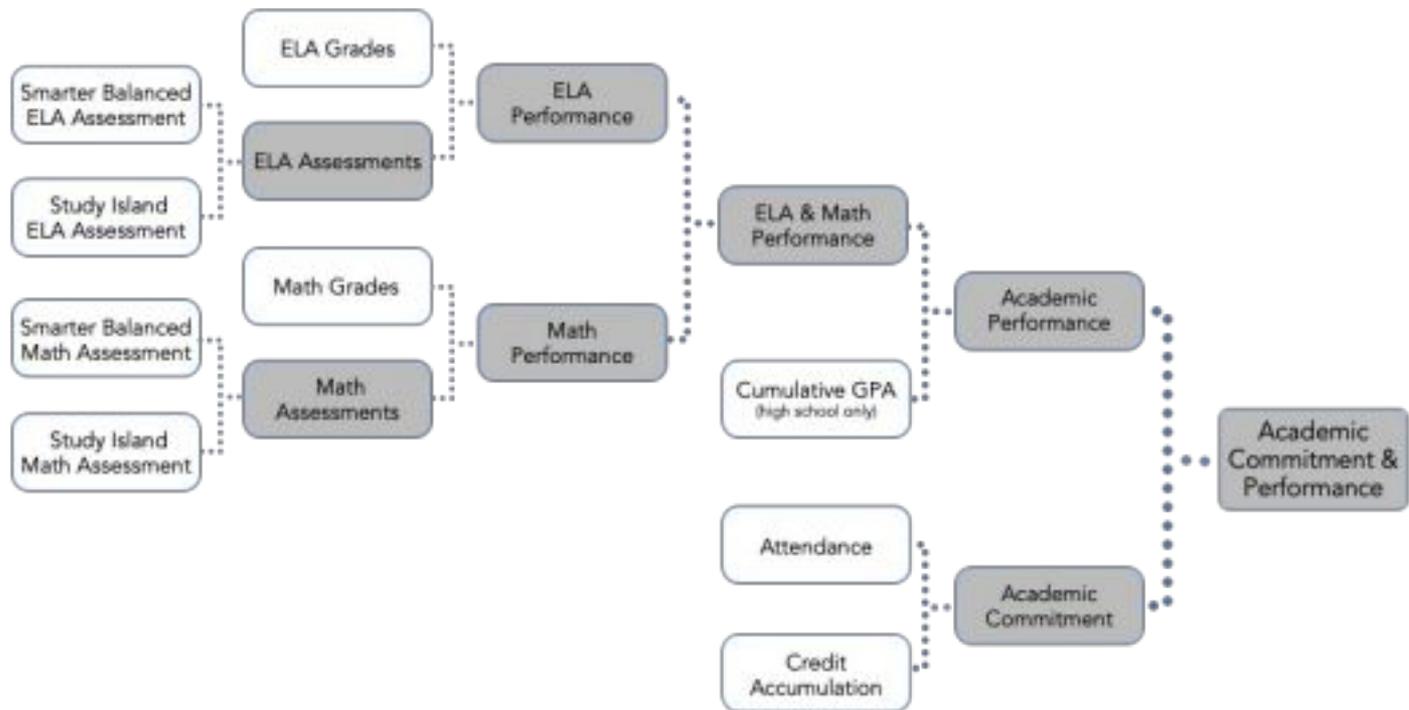
*42% on track first quarter.

Our Roadmap: Five primary points



Data System: Timely, Actionable Data Informs Decision Making: **In Progress**

- Data Access
 - Synergy
 - RTI - CHSS
 - IRRE, State Testing, Healthy Schools
 - Self Administered
- Data Literacy
- Data for Information

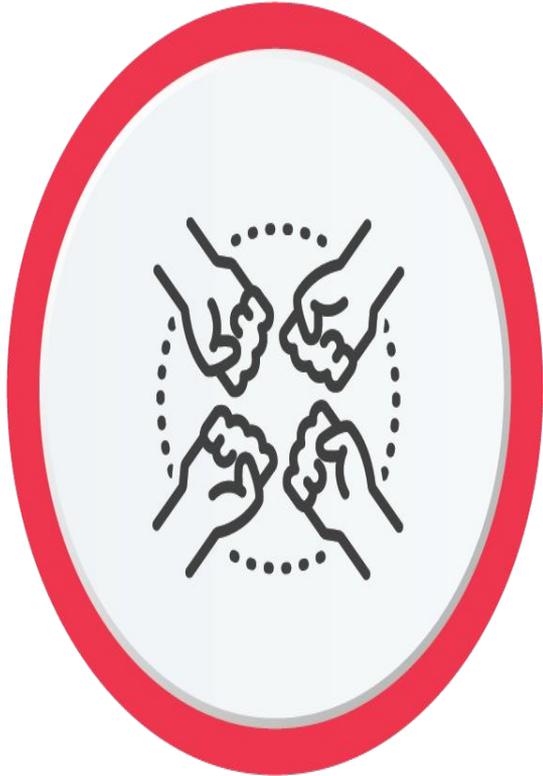


Key Data Points

<https://drive.google.com/drive/folders/1ELbi5ji7OKe9EwrD49XOR8jYYZHMXqiP>

<https://docs.google.com/document/d/1hR4wGd1Ns9A53gZgiGTShwouaPWhhqxbEfXZBEWHufM/edit>

Our Roadmap: Five primary points



Highly Effective Teams for Student Success

- Establish Foundational Structures and Conditions for Team Success
 - PLC Initiative Established 2020-2021 school year.
- Establish Systems and Processes for Operationalizing the Work of the Team.
- Systemic Grade Level Success by Recruiting and Engaging All Stakeholders.

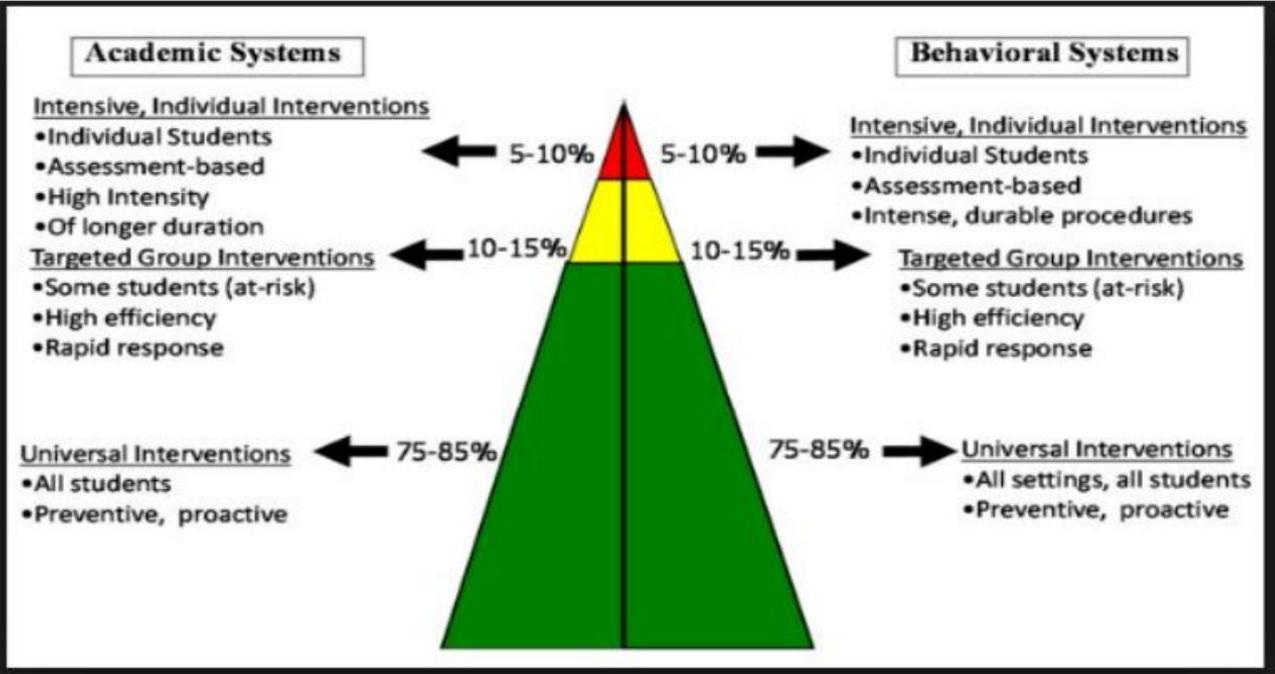
Our Roadmap: Five primary points



Student Supports and Interventions: area of need.

- Cultivate the Right Adult Mindset.
 - Dive into Research
 - Support Systems
- Establish Data Driven Interventions, Referral System and Process
 - Need for partnerships
- Implement Proactive and High Leverage Intervention Strategies.

Data Informs and assists in Interventions



Creating Interventions

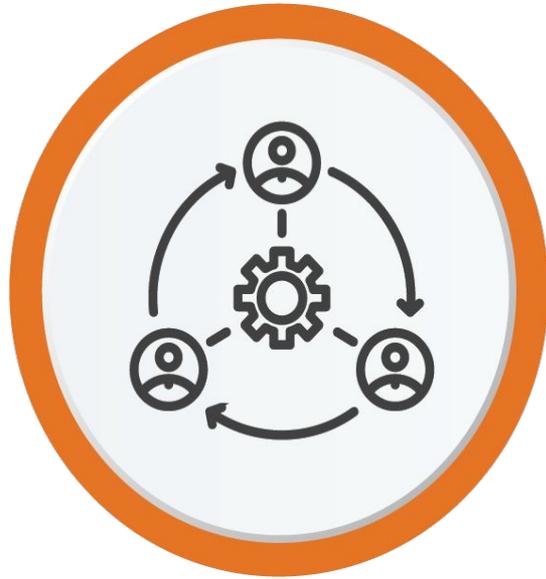
ISS - Avoid suspending kids into failure.

Data: <https://drive.google.com/drive/folders/1ELbi5ji7OKe9EwrD49XOR8jYYZHMXqiP>

Freshman success class - Focus on essential skills needed for career and postsecondary educational success.

Our Roadmap: Five primary points

Comprehensive System of (9th) Grade Transitions.



- Create a Personalized and Supportive Environment for student transitions.
- Provide Early Preparation for Next steps (8th - 9th)
- Provide Proactive Supports
 - 8th to 9th grade transition
 - Mental Health
 - Career and Educational Plans
 - Post Secondary Education Planning and Scholarships
 - Financial Literacy

Our Roadmap: Five primary points



High Quality Instruction & Equitable Grading Practices

- Develop Learning Centered Professional Communities
 - Building focused Professional Development.
 - Answering the PLC Question: How do we know they have learned the material/skills - dive deeper into assessment.
- Develop Student Centered Learning Communities.



WINSTON-DILLARD SCHOOL DISTRICT #116 PLANNED COURSE STATEMENT

School Name: Douglas High School

Grade Level(s): 7 8 9 10 11 12

Department: Elective

Status: Required Elective

Course Title: Success Academy A

Credit: 0.5 1.0 1.5 N/A

Length of Course: Semester Full Year

College/Dual Credit: Yes No

Prerequisite(s): NA

Revision Date: [Click here to enter a date.](#)

Textbook(s): Digital College and Career Competency

CTE Course: Yes No

Course Overview:

This course is designed to assist Douglas Freshmen in making the transition to high school. Course competencies will focus on Oregon CRLS, academic and personal skills from the College and Career Competency Framework and organizational, planning, notetaking and test taking skills.

Course to be taught by the core 9th grade teachers. This will also provide time to give additional academic support to students in need and extension activities for students on track.

Success Academy A will be a required 9th grade class, semester one to help 9th graders make the cultural and academic transition to DHS.

General Course Content:

High School expectations for behavior and academics – review graduation requirements.

Develop Cognitive skills: Organization, Time Management, Problem Solving, Content/Technical, Learning Schema.

Interpersonal Skills: Adaptability, Teamwork, Networking, Social Awareness, Conflict Management, Communication (verbal, written, nonverbal)

Intrapersonal Skills: Self-Regulation, Perseverance, Goal Setting, Self Awareness, Initiative



Common Core Standards Addressed:

Oregon State Standards: CRLS and State 9th grade on tract metric.

Assessment Strategies:

Student performance in other classes and ability to utilize the tools and skills taught in this course.

Strategies for Differentiated Instruction (TAG, SPED, etc.):

This course will be scheduled so all 9th grade students are simultaneously in class. 9th grade core subject teachers will staff these classes. Students will be grouped and regrouped with these teachers as they need academic support. Additionally, our Media center staff will be assigned to assist with extension activities for students at grade level.

Specific Learning Activities:

Attached is an example of a skill unit from the College and Career Competency Framework. This is a curriculum used in the Center for High School Successes efforts to improve education.



WINSTON-DILLARD SCHOOL DISTRICT #116 PLANNED COURSE STATEMENT

School Name: Douglas High School

Grade Level(s): 7 8 9 10 11 12

Department: Elective

Status: Required Elective

Course Title: Success Academy B

Credit: 0.5 1.0 1.5 N/A

Length of Course: Semester Full Year

College/Dual Credit: Yes No

Prerequisite(s): NA

Revision Date: [Click here to enter a date.](#)

Textbook(s): Digital College and Career Competency

CTE Course: Yes No

Course Overview:

This course is designed to assist Douglas Freshmen in making the transition to high school.

Section B is designed as a Teir 2/3 support. There will be an increased emphasis on academic skills and filling in learning gaps. Competencies from semester one will be reinforced.

Course competencies will focus on Oregon CRLS, academic and personal skills from the College and Career Competency Framework and organizational, planning, notetaking and test taking skills.

General Course Content:

High School expectations for behavior and academics – assist in filling gaps in academic knowledge.

Develop Cognitive skills: Organization, Time Management, Problem Solving, Content/Technical, Learning Schema.

Interpersonal Skills: Adaptability, Teamwork, Networking, Social Awareness, Conflict Management, Communication (verbal, written, nonverbal)

Intrapersonal Skills: Self-Regulation, Perseverance, Goal Setting, Self Awareness, Initiative



Common Core Standards Addressed:

Oregon State Standards: CRLS and State 9th grade on tract metric.

Assessment Strategies:

Student performance in other classes and ability to utilize the tools and skills taught in this course.

Strategies for Differentiated Instruction (TAG, SPED, etc.):

This course is designed to support those students not on an IEP and are struggling academically. Students on track and those with IEP's will not be enrolled in this section

Specific Learning Activities:

Attached is an example of a skill unit from the College and Career Competency Framework. This is a curriculum used in the Center for High School Successes efforts to improve education.

Winston-Dillard School District 116

Code: JECB
Adopted: 12/13/11
Revised/Readopted: 5/21/14; 1/14/15; 8/12/15;
5/15/19

Admission of Nonresident Students

The district may enroll nonresident students as follows:

1. **Interdistrict Transfer Agreement.** By written consent of the affected school boards, the student becomes a resident student of the attending district thereby allowing the attending district to receive State School Fund moneys;
2. **Tuition Paying Student.** By admitting nonresident student with tuition, whereby neither affected districts are eligible for State School Fund moneys;
3. **Court Placement.** If a juvenile court determines it is in the student's best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

The Board shall deny regular school admission to nonresident students who are under expulsion from another district for a weapons policy violation. The Board will deny to nonresident students who are under expulsion from another district for reasons other than a weapons policy violation.

Consent for Admission of a Nonresident Student by Interdistrict Transfer or Consent for Admission of a Tuition Paying Student

Annually, by May 1, the Board shall establish the number of student transfer requests into the district, and out of the district, to which consent will be given for the upcoming school year.

The Board may not consider nor ask for any information from the student about race, religion, sex, sexual orientation, ethnicity, national origin, disability, health, whether a student has an individualized education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability, or academic records. The Board may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

The Board may ask for the student's name, contact information, date of birth, grade level, whether the student may be given priority on consent for admission (see the following paragraph for priorities), information about which schools the student prefers to attend, and whether the student is currently expelled.

If the number of students seeking consent exceeds the number of spaces, the Board will use an equitable lottery selection process. The process may give priority to students who have siblings currently enrolled in the district; who previously received consent for admission because of a change in legal residence; or who

attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school, and did not enroll and attend school in another district following completion of that highest grade in the public charter school.

The Board may revise the maximum number of students to whom consent will be given at a time other than the annual date established by the Board if there are no pending applications for consent.

If the Board decides not to give consent to a student the Board must provide a written explanation to the student.

The district may require minimum standards of behavior and/or attendance once the student has been accepted. The minimum standards must be the same for all students that are given consent. The district is not allowed to establish minimum standards for academics as a criteria for the student to remain in the district. Students whose consent is revoked for violation of set attendance and/or behavior standards will not be allowed to apply for consent to return to this district in the same or the following school year.

The Board may determine the length of time the consent is given. Any limitations in length of time must be applied consistently among all students to whom consent is given.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

The attending district is responsible for a free appropriate public education for those students on an IEP.

END OF POLICY

Legal Reference(s):

[ORS 327.006](#)
[ORS 329.485](#)
[ORS 335.090](#)

[ORS 339.115 - 339.133](#)
[ORS 339.141](#)
[ORS 339.250](#)

[ORS 343.221](#)
[ORS 433.267](#)
[OAR 581-021-0019](#)

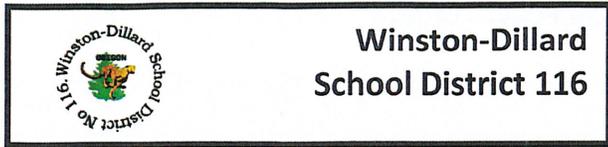
Cross Reference(s):

JEC - Admissions

FIELD TRIP REQUESTS

April 10, 2024

DATE	SCHOOL	CLASS/GROUP	TRAVELING TO
4/2/2024	DAHS	JUNIORS & SENIORS	ROGUE COMMUNITY COLLEGE - CTE PROGRAMS
4/3/2024	DHS	RESONANCE CHOIR	MARSHFIELD HS - CHOIR FESTIVAL
4/4/2024	MES	3RD & 4TH GRADE	UCC - BASEBALL GAME
4/8/2024	DHS	STUDENTS OF COLOR	SOUTHERN OREGON UNIV
4/10/2024	DHS	SYMPHONIC BAND	MARSHFIELD HS - BAND FESTIVAL
4/11/2024	LES	K-5th GRADE	ROSEBURG CINEMAS
4/11/2024	DHS	METALS CLASS	RHS - WELDING CERTIFICATION
4/11/2024	DAHS	JR'S & SR'S	NW SCHOOL OF BEAUTY, SPRINGFIELD
4/24/2024	DHS	FIRE SCI CLASS	SPEEDWAY RD, ROSEBURG FOR DFPA FIELD DAY
4/25/2024	DHS	METALS CLASS	LINN BENTON CC - INDUSTRIAL SKILLS CONTEST
5/3/2024	DHS	METALS CLASS	ROGUE COMMUNITY COLLEGE - INDUSTRIAL SKILLS CONTEST
5/6/2024	DHS	DLC Class	WILDLIFE SAFARI
5/6/2024	WMS	6TH GRADE	OUTDOOR SCHOOL - OMSI CAMP GRAY FLORENCE OR
5/13/2024	LES/MES	5TH GRADE	OUTDOOR SCHOOL - CAMP BAKER, FLORENCE OR
6/11/2024	WMS	6TH GRADE	TOUVELLE STATE PARK, CENTRAL POINT



STUDENT FIELD/EXTRACURRICULAR TRIP – PLANNING AND APPROVAL CHECKLIST
Designed to comply with requirements specified in district policy, IICA – Student Field/Extracurricular Trips.

SECTION 1 – GENERAL PLANNING: TEACHER

DATE: March 20, 2024 SCHOOL: WMS CLASS/GROUP: 6th Grade
REQUESTED BY: David Welker DATE OF TRIP: May 6, 2024
DESTINATION: OMSI Camp Gray Florence DATE OF RETURN: May 8, 2024
PURPOSE OF TRIP: 6th Grade Outdoor School

Check here if this is an instructional field trip. **Attach separate detailed narrative description of trip activity.** *Instructional trips are those that directly relate to classroom instruction and are considered Part of your normal curricular activities. District administration will determine final approval for Instructional field trips.*

Check all that apply: Number of Students: 80
 Regular School Day Activity Number of Staff Members: 7
 Outside Regular School Day Activity Number of Chaperones/Volunteers: 5
 Overnight Activity
 Special Equipment (Please Specify Needs) Student/Adult Ratio: 6.67 / 1

SECTION 2 – TRANSPORTATION: TEACHER

Request is for: 2 # of Bus(s) **With as much storage as possible**

Leave Loading Time: 8:15 AM 5/6/24 Location: WMS
Return Loading Time: 10:30 AM 5/8/24 Location: Camp Gray

SUBURBAN REQUEST ONLY: Driver Names: _____
DO YOU NEED A FUEL CARD? _____
(This will need to be checked out at _____
the district office prior to your _____
scheduled departure date.)

*****Drivers must have driver training, current first-aid card***
and ODE Approval in order to drive suburban**

Required by OAR 581-053-0015 (6): Drivers shall report to their employer(s) within 15 days, any convictions For driving or criminal offenses specified in OAR 581-053-0006(8) or any involvement in an accident as defined In OAR 581-053-0006(8)(c) (G)(i).

All trips must have prior approval, with appropriate signatures from your building Administrator and/or the district office before a trip can be scheduled.

SECTION 3 – SUPERVISION & MEDICAL PLAN: TEACHER

Supervision Plan:

- Day Supervision Plan
- Night Supervision Plan: Attach copy of supervision plan/schedule including random, period spot Checks throughout the night, accommodations that include same gender Supervised sleeping arrangements.
- Meal Plans accounted for to include special dietary needs.
- Out of Pocket Expenses: Arrangements made for those unable to pay.

Medical Plan:

- Medication Administration form completed – if applicable
- Accommodation Needs for 504 or Special Education/Health Issues (diet, allergy, bee sting, etc.)

SECTION 4 – SPECIFIC PLANNING: PRINCIPAL

Transportation:

- First Student Buses – If checked, verify minimum reservation timelines have been or will be met *(Trip must be scheduled a minimum of two weeks in advance with First Student)*
- Private vehicles include verification of insurance and criminal background check. *(Must be submitted at least one week in advance to the district office)*

****Staff Acknowledgement: All staff attending the event must sign (attach additional sheet if necessary)****

STAFF/CHAPERONE NAMES:	STAFF/CHAPERONES NAMES
David Welker	Will Solorzano
Corrin Mac Lean	Danielle Ling
Daniel Berger	Kim Goodwin
Donna Rexford	

SECTION 5 – TRIP AUTHORIZATION: PRINCIPAL AND OR SUPERINTENDENT

Administrator Approval:

- | | | |
|-------------------------------------|--|-------|
| <input type="checkbox"/> | In-District or Out-of-District within Oregon; less than a 200 mile radius; no overnight.
I have verified that the student trip proposed above meets with all pertinent criteria and Hereby grant final approval. | _____ |
| <input checked="" type="checkbox"/> | Overnight; out of state; international; or over a 200 mile radius travel.
I have verified that the student trip proposed meets all pertinent criteria and forwarding the Request with a recommendation to approve. | DRW |
| <input checked="" type="checkbox"/> | I have advised staff and chaperones that all district policies and administrative rules apply And reviewed where applicable. | DRW |
| <input checked="" type="checkbox"/> | All chaperones meet policy guidelines and are approved for this event. | DRW |

Principal Signature: David Welker

Date: 3/20/24

Superintendent Approval: For any overnight, out-of-state, international or over 200 mile radius travel. Submit this form at least 20 school days prior to the departure date for overnight travel, and 60 school days prior to the departure date for out-of-state, international or over 200 mile radius travel.

Superintendent Signature: _____

Date: 4/1/24

Outdoor School for all

OMSI Equity Statement:

OMSI respects, values, and celebrates the unique attributes, characteristics, and perspectives that make each person who they are. We believe that we will be successful in accomplishing our mission and vision when we seek out and respond to diversity of participation, thought and action. We will work to dismantle barriers to equity and access to the experiences OMSI provides and to create welcoming environments and conditions where all people can reach their full potential.

In keeping with this opening line of OMSI's equity statement, OMSI Outdoor School uses and supports inclusive pronouns. OMSI Outdoor School staff will introduce themselves using their pronouns (they, she, he, etc.) and will invite students, chaperones, and teachers to do the same. OMSI's goal is for every student to have an opportunity to be true to themselves.

Our goal is to provide a safe environment for all students. If you have students on IEP or 504 plans, and there is something that we can do to support them while at Camp Gray, please contact us. Both OMSI and OSU Extension services have resources available.

Additionally, there are ways that our kitchen staff can support a student's time at Outdoor School. For example, we can provide a menu for participants with diabetes to do preliminary carb counts, or we can adjust meal times for those observing Ramadan.

Expectations of the Group Leader:

Though many people might be involved in planning the trip, please designate one person to be the group leader. This person will:

- Be the designated contact.
- Screen, choose, train, and monitor chaperones/counselors.
- Act as or assign a health officer.
- Make final decisions on all aspects of the program, including schedule changes.
- Arrange participants in cabins and teaching groups.
- Plan or designate planning of school-led campfire(s).
- Set clear academic and behavioral goals prior to the program to ensure the students and chaperones are prepared to benefit as fully as possible.
- Prior to the program, meet at least once with all participants to resolve any questions or concerns.
- Remain on-site at all times; be visible and available during all aspects of the program.
- Sign paperwork to confirm adult and student counts for final billing.

Notes on Assigning Chaperones/Counselors

The role of OMSI Outdoors is primarily instructional: student supervision is primarily the responsibility of the group. The group is responsible for student actions and their consequences. In particular, the group is responsible during:

- Bedtime/rest time/cabin time
- Meals/snacks
- Recreation time
- Transitions between activities
- Instructional activities

Please choose chaperones who are prepared to:

- Hike four to five miles a day.
- Be on duty 24 hours a day, unless given time off by the group leader.
- Motivate students to be prepared and arrive for activities on time.
- Actively participate in activities to learn alongside students.
- Help assemble packed lunches and hand out snacks.
- Forego internet and cell phone usage in sight of students (e.g. during instructional activities, meals, and cabin and recreation time).
- Stay on-site, even when off duty, regardless of whether they have their own transportation.
- Listen to directions from OMSI staff; help direct students to safety in case of an emergency.
- Abide by OMSI Outdoors no alcohol/drugs policy, and smoke tobacco only in designated areas.

Chaperone ratios:

- Each cabin needs at least one teacher, chaperone, or counselor. A ratio of one adult to seven students (1:7) is ideal.
- Each teaching group needs at least two teachers, chaperones, or counselors; a ratio of two adults to fourteen students (2:14) is ideal. If there are more adults, the group leader should create a schedule for adults to have some time off.
- If you are struggling to recruit enough chaperones or counselors please talk to the program supervisor about the minimum adequate number of adults.
- High ratios of chaperones or counselors can be distracting for students and detract from the outdoor school experience. Talk to the program supervisor about what it means to bring a high ratio of adults to students.

If there are any students with who need one-on-one student aides, please let us know so that we won't include those adults with our other adult to student ratios

Expectations of being a Chaperone

We look forward to having you as a part of the OMSI Outdoor Science School experience. The program offers exciting activities, new experiences, and fun. As a chaperone, you are a role model. Students' behavior will reflect your own. Please give the attention, respect, and enthusiasm you expect from them. Note: Anyone possessing alcohol or illicit drugs of any kind will be asked to leave immediately. Tobacco products can be used only in specified areas within the site and only by persons older than 21 years of age.

As a chaperone you are responsible for the following:

Direct Supervision:

- Supervise the cabin group during rest time, transition times and throughout the night
- Enforce cabin boundaries – students should only be in or near their assigned cabin
- Supervise and participate in games during free times
- Fairly and efficiently rotate the cabin group through a shower schedule
- Ensure that everybody is equipped with standard field gear and arrives on time to each activity
- Check in with the health officer to know when to send students for medications
- Support the cabin during assigned cleaning activities such as washing dishes, sweeping bathrooms and cleaning the cabin on departure day

Community Building:

- Include all students in activities
- Sit at and supervise a table with students during meals
- Hand out snacks and help students make lunches
- Discourage rough play, rude and exclusive behavior, and excessive competition
- Preview students' campfire skits/songs for appropriateness, tastefulness, language, etc.
- Support OMSI instructors in the field by modeling ideal student behavior
- Refrain from using mobile devices in front of students, and during activities and meals
- Stay on site, even during assigned breaks, to support the group in case of emergency

Upon your arrival, the program supervisor will meet with you to review this information. Please bring along any questions, concerns, or suggestions you have. We look forward to meeting and working with you!

OMSI Outdoors Health and Safety Policy

Parents release their students to your school during OMSI programs. As a result, teachers or group leaders, and chaperones or counselors are responsible for responding to all medical concerns. All OMSI instructors have adult and child CPR and AED, and first aid or wilderness first responder certifications. They carry first aid kits in the field and are available for advice. However, they are not authorized to perform or assist in procedures beyond basic first aid.

One teacher or adult must be designated as the health officer. They are responsible for:

- Collecting and reviewing the *OMSI Outdoors Health and Medical Forms*; clarifying any medical issues and concerns.
- Making a list of medical issues and concerns, and discussing them with the program supervisor.
- Dispensing medications during the program.
- Making decisions regarding emergency medical services; transporting participants to medical facilities, if necessary.
- Contacting guardians for permission to give medical care, and regularly updating the guardians of sick or injured students.

If a student's parent/guardian is on-site (e.g. as a chaperone), they will assume primary responsibility for the health and safety of that student in lieu of the health officer.

Dispensing Medications:

The health officer makes a list of which students take which medications at which times. They keep all medications in their possession (ideally in a locked box) or in the infirmary at all times. They assume responsibility for dispensing medications to students when needed. If the health officer is away from any student who needs medications, they are responsible for designating a chaperone to dispense the medication at the correct time. If an over-the-counter (OTC) medication is necessary (e.g. a student has a headache, upset stomach, or diarrhea), the health officer is responsible for obtaining permission from the parents prior to dispensing the medication. OMSI Outdoors may have limited quantities of common OTC medications and first aid materials. We strongly suggest you bring a supply.

At the discretion of the medical officer, students who require an emergency inhaler or an epinephrine auto-injector (e.g. an EpiPen) may be permitted to carry those devices themselves, provided they have access to them at all times. OMSI recommends the medical officer or a designated chaperone oversee such students to ensure reliable access to medications at all times.

Minor Injury or Illness:

If a minor injury or illness occurs on site, the health officer is responsible for treating and monitoring the situation. Examples of common first aid situations include cuts, blisters, headaches, and vomiting. OMSI staff can advise and provide materials. If a student cannot participate in programming, the health officer will arrange for their care and monitoring.

Students who are ill before the start of outdoor school should not attend. Students who become ill at outdoor school will be monitored and sent home if symptoms don't improve in

twelve hours. In order to reduce the spread of illness among participants and OMSI staff, students with an oral temperature over 100°F, without fever-reducing medication, may not remain at outdoor school. The health officer needs to immediately make plans for the student to return home.

If a minor injury or illness occurs off site, OMSI staff will preliminarily treat and stabilize the situation. Upon returning to the site, the health officer will be responsible for further treatment and monitoring.

Emergency:

If a medical emergency occurs on site, the health officer is responsible for making decisions regarding medical services (e.g. ambulance, air transportation, etc.). If no group members are adequately trained to stabilize the patient, OMSI staff will stabilize the patient while the health officer determines the emergency plan.

If an emergency occurs off site, OMSI staff will preliminarily treat and stabilize the situation. They will relay all pertinent information to the health officer. The health officer will determine the emergency plan.

Emergency Transportation

If a participant must be transported to a medical facility and emergency medical services are not used, the health officer is responsible for arranging transport. For this reason, we strongly suggest that each school keeps a designated emergency vehicle on site for the duration of the program. If an OMSI Outdoors vehicle must be used, the group will be charged for use of the vehicles at \$0.75 per mile, and the time of the OMSI staff member required to drive the vehicle.

In May and September, the risk of wildfire is elevated across Oregon. Schools attending outdoor school during those months must make accommodations for transporting all participants off site in the event of an emergent evacuation. If you are unable to provide accommodations, please consult the program supervisor.

Diabetes and Other Serious Conditions

Guardians of children with serious conditions requiring special care (e.g. diabetes) must bring a physician's treatment orders or other medical management plan to outdoor school. It must include regular daily orders and an emergency plan for situations in remote areas. A copy must be kept in the infirmary where it is accessible to OMSI staff in case the medical officer is not available. OMSI's programs are offered to all children, regardless of ability, provided there are reasonable accommodations that address their needs.

The health officer is responsible for: arranging care, including a dedicated caregiver to accompany students who require special care; for regularly confirming that the physician's treatment orders are being followed; and for ensuring that the child remains safe. Dedicated caregivers must remain with the student during all activities. If a student is unable to participate in an activity, the caregiver is responsible for supervising the student. The program supervisor or OMSI instructor can suggest alternate activities.

Questions and concerns about these or any other health, safety, or emergency procedures should be discussed with the program supervisor at least two weeks before the start of the program.

Lice Policy

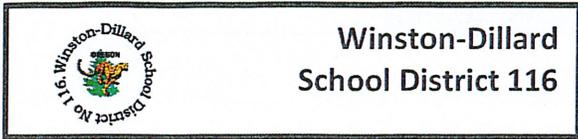
Participants with lice or nits should not come to outdoor school. Transportation home will need to be immediately arranged for participants found with lice or nits during the program.

OMSI Outdoors Kitchen

OMSI Outdoors prides itself on serving meals that are nutritious and homemade.

Vegetarian, dairy-free, gluten-free, and other diets can usually be accommodated as needed. OMSI Outdoors can provide foods made without a given allergen, but our facility is **not** dedicated allergen-free. We take all possible measures to cook allergen-free foods on separate, clean surfaces, but there is always a slight risk of cross-contamination. If any participant has a life-threatening allergy to a particular food, contact the program supervisor immediately to discuss if the family should send supplementary food. All pertinent dietary information should be delivered to the program supervisor at least two weeks in advance so that the kitchen staff can be prepared.

Nuts and nut oils are not used in cooking in OMSI Outdoors commercial kitchens, however, we may use foods that may contain traces of nuts, or were processed in a factory that also processes nuts. Additionally, peanut butter is usually an option during lunch-making. Peanut butter and jelly sandwiches are always made at a table that is separate from all other lunch items to avoid cross-contamination. If participants have an airborne allergy they can be invited to make their sandwiches before the peanut butter is brought into the room. Depending on the severity of the allergy, peanut products can be removed from the kitchen for the duration of the visit.



STUDENT FIELD/EXTRACURRICULAR TRIP – PLANNING AND APPROVAL CHECKLIST
Designed to comply with requirements specified in district policy, IICA – Student Field/Extracurricular Trips.

SECTION 1 – GENERAL PLANNING: TEACHER

DATE: 3/21/2024 SCHOOL: McGovern/Lookingglass Elementary CLASS/GROUP: 5th Grade
 REQUESTED BY: Kevin Wilson and Emily Ledbetter DATE OF TRIP: May 13, 2024
 DESTINATION: Camp Baker, Florence, Oregon DATE OF RETURN: May 16, 2024
 PURPOSE OF TRIP: Fifth Grade Outdoor School

Check here if this is an instructional field trip. **Attach separate detailed narrative description of trip activity.** *Instructional trips are those that directly relate to classroom instruction and are considered Part of your normal curricular activities. District administration will determine final approval for Instructional field trips.*

Check all that apply:

<input checked="" type="checkbox"/> Regular School Day Activity	Number of Students: <u>85</u>
<input checked="" type="checkbox"/> Outside Regular School Day Activity	Number of Staff Members: <u>5</u>
<input checked="" type="checkbox"/> Overnight Activity	Number of Chaperones/Volunteers: <u>8</u>
<input type="checkbox"/> Special Equipment (Please Specify Needs)	Student/Adult Ratio: <u>7 / 1</u>

SECTION 2 – TRANSPORTATION: TEACHER

Request is for: 2 # of Bus(s) _____ # of Suburban(s)

Leave Loading Time: 7:30 AM LES/8:00 MES Location: Lookingglass and McGovern Elementary
 Return Loading Time: 12:45 PM Location: Camp Baker, Florence, Oregon

SUBURBAN REQUEST ONLY: Driver Names: _____
 DO YOU NEED A FUEL CARD? No
(This will need to be checked out at the district office prior to your scheduled departure date.)

*****Drivers must have driver training, current first-aid card***
and ODE Approval in order to drive suburban**

Required by OAR 581-053-0015 (6): Drivers shall report to their employer(s) within 15 days, any convictions For driving or criminal offenses specified in OAR 581-053-0006(8) or any involvement in an accident as defined In OAR 581-053-0006(8)(c) (G)(i).

All trips must have prior approval, with appropriate signatures from your building Administrator and/or the district office before a trip can be scheduled.

SECTION 3 – SUPERVISION & MEDICAL PLAN: TEACHER

Supervision Plan:

- Day Supervision Plan
- Night Supervision Plan: Attach copy of supervision plan/schedule including random, period spot Checks throughout the night, accommodations that include same gender Supervised sleeping arrangements.
- Meal Plans accounted for to include special dietary needs.
- Out of Pocket Expenses: Arrangements made for those unable to pay.

Medical Plan:

Medication Administration form completed – if applicable
 Accommodation Needs for 504 or Special Education/Health Issues (diet, allergy, bee sting, etc.)

SECTION 4 – SPECIFIC PLANNING: PRINCIPAL

Transportation:

- First Student Buses – If checked, verify minimum reservation timelines have been or will be met *(Trip must be scheduled a minimum of two weeks in advance with First Student)*
- Private vehicles include verification of insurance and criminal background check. *(Must be submitted at least one week in advance to the district office)*

****Staff Acknowledgement: All staff attending the event must sign (attach additional sheet if necessary)****

STAFF/CHAPERONE NAMES:	STAFF/CHAPERONES NAMES
Jenna Carpenter	Michael Wanamaker
Brian Hobbs	
Shilo Hester	
Andrea Galvez	

SECTION 5 – TRIP AUTHORIZATION: PRINCIPAL AND OR SUPERINTENDENT

Administrator Approval:

- | | | |
|-------------------------------------|--|-------------------|
| <input type="checkbox"/> | In-District or Out-of-District within Oregon; less than a 200 mile radius; no overnight.
I have verified that the student trip proposed above meets with all pertinent criteria and Hereby grant final approval. | Initials
_____ |
| <input checked="" type="checkbox"/> | Overnight; out of state; international; or over a 200 mile radius travel.
I have verified that the student trip proposed meets all pertinent criteria and forwarding the Request with a recommendation to approve. | KW/EL |
| <input checked="" type="checkbox"/> | I have advised staff and chaperones that all district policies and administrative rules apply And reviewed where applicable. | KW/EL |
| <input checked="" type="checkbox"/> | All chaperones meet policy guidelines and are approved for this event. | KW/EL |

Principal Signature: _____

Date: 3/21/2024

Superintendent Approval: For any overnight, out-of-state, international or over 200 mile radius travel. Submit this form at least 20 school days prior to the departure date for overnight travel, and 60 school days prior to the departure date for out-of-state, international or over 200 mile radius travel.

Superintendent Signature: _____

Date: 4/1/24

STRAUB OUTDOORS

OUTDOOR SCHOOL LOGISTICS | CAMP BAKER | UPDATED 14 MAY 2022

► Parking

There is a bus turn-around at Camp Baker and an adjacent lot for cars. Refer to the camp map for the location. No vehicles are allowed beyond this point (foot traffic only). Straub Outdoors staff members will greet the buses in this area and will direct the student groups to their lodging.

► Transporting Gear

There are wheelbarrows next to the bus turn-around to transport belonging to cabins. Students, school staff, and chaperones are responsible for carrying their own gear. Straub Outdoors staff will lead the groups to the lodging areas and can assist with the wheelbarrows, if needed.

► Chaperone & School Staff Responsibilities

The school(s) are responsible for the students from 8:00 pm to 8:30 am each day. At least two chaperones or school staff members are required to accompany each "Discovery Team" (class-cohort or a portion of a class-cohort) during all daytime activities and actively engage in these activities with the students. Chaperone free time is during the Choose Your Own Adventure activities on Day 2 and Day 3 of outdoor school. Chaperones and school staff are responsible for supervising students, managing student behaviors, and ensuring student safety at all times. School staff is responsible for dispensing medication to students. We appreciate your commitment to the students' safety and wellbeing during outdoor school.

► WiFi, Cell Service & Electronics

There is WiFi available for school staff and chaperones at Camp Baker. The network is "Camp Baker Guest" and the network key (password is "campbakerguest" (all lower case). Cell service is limited to certain areas at camp, including the area immediately around the Gratke Administration Building. School staff and chaperones may need to use their data plans during outdoor school.

Cell phone usage by adults and students is not permitted during daytime activities, except in the event of an emergency. Students are required to keep their cell phones and all other electronic devices in their luggage in their cabins. Any students who use electronic devices during outdoor school in non-emergency situations will forfeit their electronic devices for the remainder of outdoor school.

► Gratke Administration Building

This building is reserved for Straub Outdoors staff at all times. Students, school staff, and chaperones should use the restrooms and showers in the main shower house, the First Nations shower house, or in the Dining Hall. School staff and chaperones are welcome to use this building to check your message during the "Choose Your Own Adventure," "Evening Lodge Activities," or "Early Bird Activities" times (see itineraries), provided another school adult is monitoring the students in your cabin group or Discovery Team during that time. The designated school medication staff person may also store and dispense student medications in this building.

► Leader's Lodge

This building is reserved for the Straub Outdoors Site Coordinator. This person is the designated contact overnight and in the event of an emergency. You will be provided with a cell phone number to reach this person during overnight hours as needed.

► Overnight Lodging

See the camp map for the lodging areas and the Cabin Rosters for where students, school staff, and chaperones will be lodging.

► Restrooms & Showers

- There is a shower house with restrooms near the First Nations Cabins and another shower house with restrooms that is centrally located near the Dining Hall.
- The main shower house has individual showers and restrooms. The First Nations shower house has toilets but no urinals. Any one or more of these can be designated as non-binary restrooms upon request.
- Each Adirondack area has several vault toilets. There are also four restrooms in the Dining Hall for student and adult use during mealtimes and evening activities. Anyone at camp is permitted to use the restrooms in the Dining Hall during mealtimes, campfire, and evening activities.
- There are two restrooms with showers in the Gratke Administrative Building. These are reserved for Straub Outdoors staff.
- The Camp Baker food service staff members will be lodging in the Health House. This building is reserved exclusively for their use.

► Meals and Mealtimes

Mealtimes are listed in the outdoor school itineraries. Participants needing meals at other times for a religious observance or medical condition should contact Catherine. Meals may be plated and refrigerated for earlier or later mealtimes upon request; however, hot food service will begin and end at the designated times only. There is a microwave available for participants who have reserved plated food service in advance.

The “Ridgeline Meal Plan” at outdoor school includes choices for participants with common allergens and/or dietary restrictions. During meals, one choice will be “traditional” (containing meat, gluten, dairy, eggs, etc.) and one choice will be “vegan/gluten-free/allergen-free.” The latter will not contain wheat, gluten, dairy, peanuts, tree nuts, eggs, or any other animal products. For special dietary needs not covered by the vegan/allergy-free option, contact Catherine at 503-302-4645. Straub Outdoors will make every effort to accommodate participants with allergies, sensitivities, and health conditions; however, it may not be possible to accommodate every dietary need. Participants with special dietary restrictions may bring outside food with advance notice.

► Cabin Cleaning

Students are required to sweep their cabins and take out their cabin garbage on the last day of outdoor school to the black sanitation trailer that will be situated next to the Totem Pole near the Dining Hall for this purpose. Straub Outdoors staff will do a cabin check to confirm that all cabins are clean. Please report spills or other situations requiring cleaning to a Straub Outdoors staff member as soon as possible. (Do not wait to report until the last day.) Students are also required to pick up any trash around the cabin areas.

(Continued on next page)

► **Evacuation Plan**

Camp Baker is outside known hazard areas. In the event of a seismic event – with or without a subsequent tsunami warning – evacuation is not advised. For a map of the tsunami evacuation zones near Camp Baker, visit: <http://nvs.nanoos.org/TsunamiEvac>.

► **Wildlife**

Camp Baker is home to black-tailed deer, black bears, cougars, and other wildlife. Please do not touch, pet, feed, scare, or harm wildlife. Doing so will result in immediate dismissal from outdoor school. It is the school's responsibility to remove any participant who does not adhere to these rules. (See next page for details.)

Cougars – A cougar has been known to occasionally roam through the camp property. For this reason, all participants must use the buddy system at all times while at camp, unless other plans have been approved by the Straub Outdoors staff. Additionally, no student may use the restroom at night without an adult escort or student buddy.

Bears – A mother bear and her two cubs live near the tip of the Siltcoos Peninsula on the camp property. For this reason, access to this area is restricted to Straub Outdoors and Boy Scouts staff. Participants are asked not to go beyond the turn off for Stafford Court unless escorted by a Straub Outdoors staff member. Failure to do so will result in immediate dismissal from camp.

Deer – Black-tailed deer are frequently seen at camp, especially on the parade grounds near the Dining Hall. Participants should not feed, scare, or touch these deer. Even one scrap of food can upset their digestive system and create a dependency on humans. The deer look like pets, but they are wild animals and need to stay wild. Scaring or feeding the deer will result in dismissal from outdoor school.

Newts – Rough-skinned newts are prevalent at camp and often blend in with the forest floor. Take care not to step on them and never touch them. Their skin is poisonous and eating food or putting your fingers in your mouth after touching a newt can lead to a medical emergency.

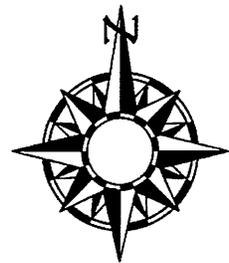
► **Emergency Medical Procedures**

A copy of the Straub Outdoor School Emergency Medical Response Plan will be provided to all school staff members and adult chaperones upon check-in. Straub Outdoors does not provide an onsite nurse during outdoor school. All Straub Outdoors staff members are certified in first aid and CPR and carry first aid kits at all times. Outdoor school staff members are not permitted to administer any oral medications, including allergy medication and pain relievers. Administering oral and/or injected medications is the responsibility of a designated school staff member.

► **Straub Outdoors Emergency Contacts**

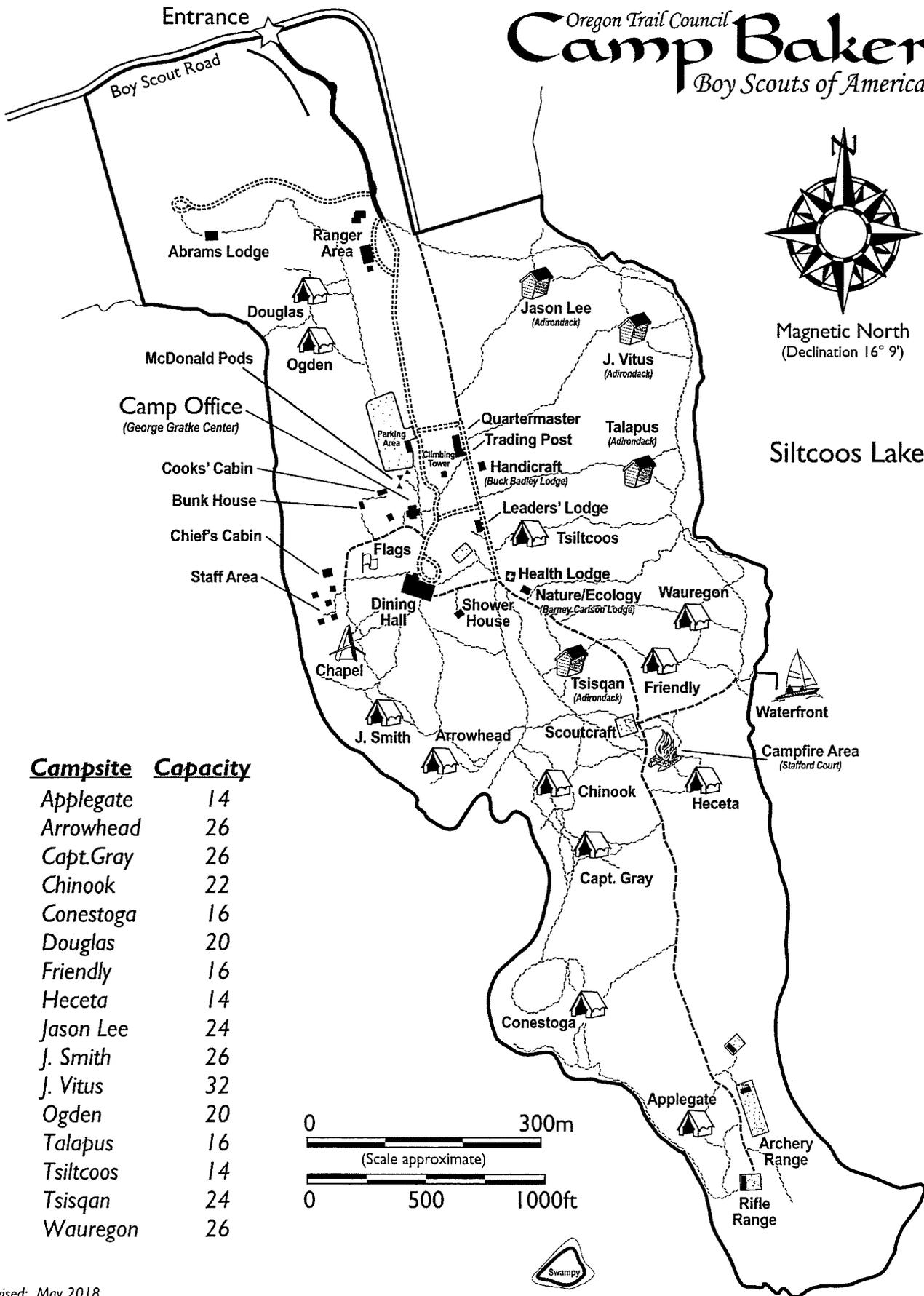
Catherine Alexander, Executive Director	503-302-4645
John Savage, Board Member	503-779-5414

Oregon Trail Council
Camp Baker
 Boy Scouts of America

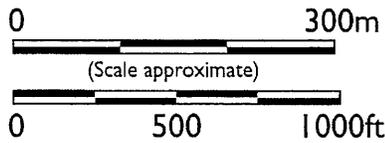


Magnetic North
 (Declination 16° 9')

Siltcoos Lake



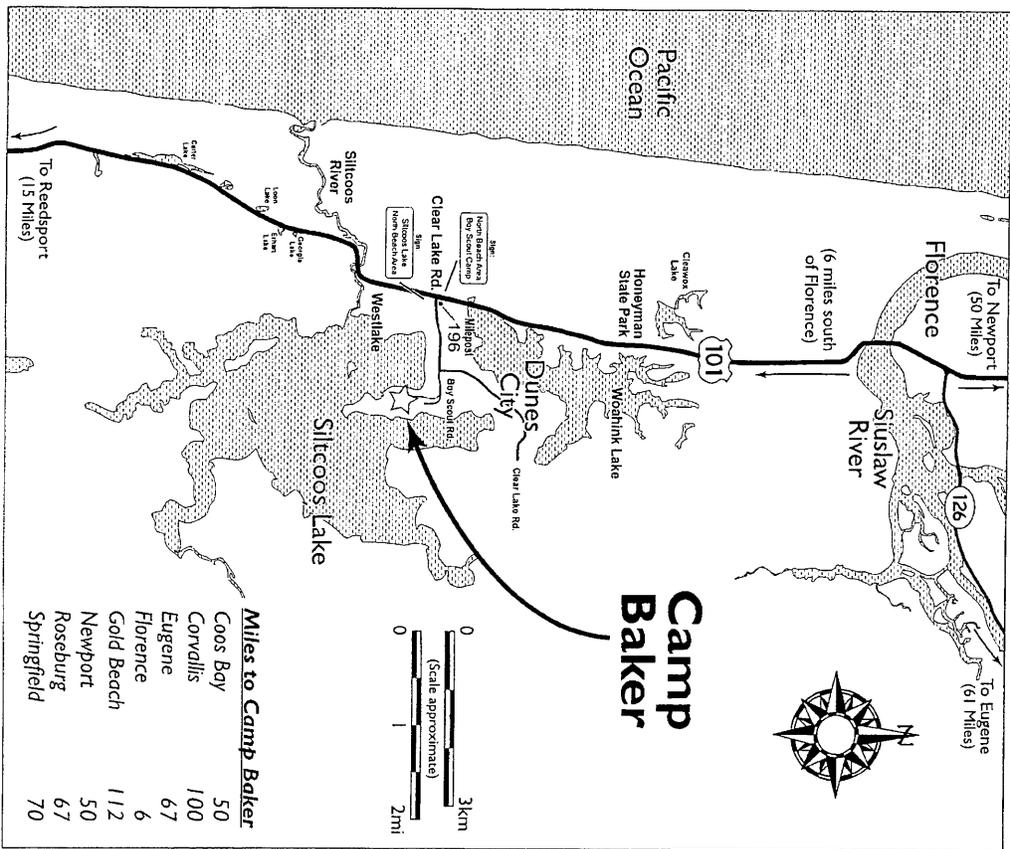
<u>Campsite</u>	<u>Capacity</u>
Applegate	14
Arrowhead	26
Capt. Gray	26
Chinook	22
Conestoga	16
Douglas	20
Friendly	16
Heceta	14
Jason Lee	24
J. Smith	26
J. Vitus	32
Ogden	20
Talapus	16
Tsiltcoos	14
Tsisqan	24
Wauregon	26





Oregon Trail Council
Camp Baker
 Boy Scouts of America

DIRECTIONS TO CAMP BAKER



Revised: May 2018

Graphic Design: Dave Rogsdale - dtrags@gmail.com

Camp Baker Guidelines

Oregon Trail Council, Boy Scouts of America welcomes your group to Camp Baker.

Please Help us by following a few guidelines.

RESERVATIONS: Contact the council at (541) 485-4433 or office@otcbosa.org and complete the weekend use form found on otcbosa.org

CHECKING IN AND OUT: Please check in with the rangers upon arrival. Please also have at least one person with the group check out upon departure.

LEADERSHIP: All Scouting units must have 2-deep leadership. For BSA activities, leaders must be registered with the BSA and meet current Youth Protection policies.

OUTDOOR ETHIC: Leave no trace. Leave it better than you found it. This property is managed by rangers, Stan and Ann, under the guidance of the Council Properties Committee. The team that helps take care of Camp Baker includes the Council Properties Maintenance Crew, Order of the Arrow, Scout units, group service projects and other wonderful volunteers who give their time.

Please follow the camp guidelines listed below:

- Park in parking lot. The primary mode of transportation in camp is hiking
- No pets are allowed in camp
- Smoking is only allowed inside of a smoker's vehicle
- Do not feed or harass the deer or any other wildlife
- Use of program areas is allowed with Oregon Trail Council approval
- Remove all pioneering projects when finished to protect our Scouts
- Pack out trash. Do not throw trash in kybos, vaults, or port-o-pots
- Do not build new trails
- Make sure campfires are completely out
- Follow policies in the Guide to Safe Scouting

CAMPsites: Please report any damage you discover to the rangers. If you need firewood, most sites have some nearby, or check with the rangers. For adirondack sites, please sweep, inspect all campsite structures prior to departure and pack out all garbage and personal belongings.

BUILDINGS: Please follow clean-up and check-out procedures in all buildings. A Scout always leaves areas better than you found it.

SERVICE PROJECTS: All units are encouraged to help with a service project. It is recommended that you contact the rangers ahead of time at (541) 997-3526 to coordinate a project that best suits your group.



STRAUB OUTDOOR SCHOOL
@ CAMP BAKER

LODGING AND CAPACITY

CABINS (HEATED)

McDonald Pod (3 cabins) – 18

Cook's Cabin – 4 (Reserved for meal service staff)

Bunk House – 12

Chief's Cabin – 6

Arapaho Cabin – 8

Crow Cabin – 8

Delaware Cabin – 8

Blackfeet Cabin – 8

Leaders Lodge – 2 (Reserved for meal service staff)

Abrams Cabin – 9 (Reserved for Straub Outdoors staff)

Health House – 3 (Reserved for school medical officer/medications/quarantine + 2 school staff)

Total capacity for students, chaperones & school staff = 71

ADIRONDACKS (UNHEATED)

Jason Lee – 24

J. Vitus – 32

Talapus – 24

Tsiltcoos – 24 (under construction; completion date pending)

Tsisqan – 24

Total capacity for students, chaperones & school staff = 104

Winston-Dillard School District #116
2023-2024

	<u>23/24 BUDGET</u>	<u>Estimate through 03/31/2024</u>	<u>23/24 PROJECTED</u>
REVENUES			
Property Taxes - Current	\$ 3,700,000	\$ 3,455,593	\$ 3,700,000
Property Taxes - Prior Years	200,000	48,278	200,000
County Sales Back Taxes	15,000	-	15,000
HERT (Heavy Equip) & HB5006 (Wildfire) - New	10,000	2,937	10,000
Back Property Tax Interest Earnings	8,000	9,695	10,000
Interest on Investments	125,000	288,507	350,000
Admissions from Other Schools	10,000	-	10,000
Student Fees	10,000	-	10,000
Rentals/Lease Income	-	-	-
Contributions/Donations	-	-	-
Textbook Sales and Rentals	-	-	-
Recovery of Prior Year Expenditure	42,000	-	42,000
Miscellaneous	10,000	13,703	15,000
County School Fund	150,000	-	150,000
ESD Apportionment	115,000	78,623	114,697
State School Fund 23/24	12,350,000	10,666,067	12,350,000
State School Fund 23/24 Adj Estimate	-	-	(110,615)
SSF High Cost Disability 23/24	-	-	-
SSF Small HS Grant 23/24	-	-	-
State School Fund Prior Year Adj	-	-	-
SSF High Cost Disability Prior Year Adj	-	-	-
SSF Small HS Grant Prior Year Adj	-	-	-
SSF NSLP Match	-	-	-
Common School Fund (State Owned Rangelands)	180,693	87,574	180,693
Federal Forest Fees	-	-	-
Transfer In (From Fund 200 - ODOE)	32,000	-	32,000
Sale/Loss of Fixed Assets	10,000	-	10,000
SUB TOTAL REVENUES	\$ 16,967,693	\$ 14,650,977	\$ 17,088,775
Beginning Fund Balance	4,538,150	5,205,959	5,205,959
TOTAL REVENUES	<u>\$ 21,505,843</u>	<u>\$ 19,856,936</u>	<u>\$ 22,294,734</u>
EXPENDITURES			
Salaries	\$ 8,845,397	\$ 5,328,091	\$ 8,500,000
Payroll Costs	5,483,796	2,859,438	4,600,000
Purchased Services	3,503,650	1,985,487	3,450,000
Supplies & Materials	1,779,450	970,387	1,650,000
Capital Outlay	220,000	47,434	150,000
Other Objects	278,550	292,808	300,000
Transfer/NSLP Food Service Program	-	-	-
Transfer to Capital Project - SSF - Supplemental	-	-	-
Transfer to QSCB Fund 300	45,200	-	45,200
Transfer to Capital Project Fund 400	194,800	-	194,800
SUB TOTAL EXPENDITURES	\$ 20,350,843	\$ 11,483,645	\$ 18,890,000
Contingency	455,000	-	-
Unappropriated, Reserved for Next Year	700,000	-	-
TOTAL EXPENDITURES	<u>\$ 21,505,843</u>	<u>\$ 11,483,645</u>	<u>\$ 18,890,000</u>
TOTAL ESTIMATED REVENUES			22,294,734
TOTAL ESTIMATED EXPENDITURES			18,890,000
<i>Estimated Ending Fund Balance</i>			<u>\$ 3,404,734</u>
<i>(Of the \$21,505,843 budget the estimated the ending fund balance is 15.83%)</i>			

Fund 200 and 250

Fund 200 - Grants and Projects Fund	23/24 BUDGET	Estimate through 03/31/2024	23/24 PROJECTED
EXPENDITURES			
Salaries	\$ 1,892,633	\$ 1,079,682	\$ 1,892,633
Payroll Costs	1,078,542	639,033	1,078,542
Purchased Services	459,700	246,336	459,700
Supplies & Materials	353,688	282,568	353,688
Capital Outlay	3,588,613	53,681	3,588,613
Other Objects	-	3,516	-
Transfers to Other Funds	32,000	-	32,000
TOTAL EXPENDITURES	<u>\$ 7,405,175</u>	<u>\$ 2,304,815</u>	<u>\$ 7,405,175</u>

Fund 250 - Food Service Fund	23/24 BUDGET	Estimate through 03/31/2024	23/24 PROJECTED
EXPENDITURES			
Salaries	\$ 241,342	\$ 128,010	\$ 241,342
Payroll Costs	173,012	82,003	173,012
Purchased Services	102,000	98,037	102,000
Supplies & Materials	725,000	210,144	725,000
Capital Outlay	150,000	93,807	150,000
Other Objects	5,000	2,015	5,000
Contingency	-	-	-
TOTAL EXPENDITURES	<u>\$ 1,396,354</u>	<u>\$ 614,016</u>	<u>\$ 1,396,354</u>

Fund 300 and 400

Fund 300 - Debt Service Fund	23/24 BUDGET	Estimate through 03/31/2024	23/24 PROJECTED
EXPENDITURES			
Principal and Interest	\$ 2,735,000	\$ 1,647,260	\$ 2,735,000
Contingency	1,697,600	-	-
TOTAL EXPENDITURES	\$ 4,432,600	\$ 1,647,260	\$ 2,735,000

PERS Side Acct pmts for 23/24 are \$1,576,988.50 and will escalate to \$1,813,608 with final pmt in 2028.

GO Bond Series 2019 (DHS) payment for 23/24 is \$1,078,200. Final pmt 2039.

QSCB payment for 23/24 is \$54,090 and remains consistent through 2027.

Fund 400 - Capital Project Fund	23/24 BUDGET	Estimate through 03/31/2024	23/24 PROJECTED
EXPENDITURES			
Purchased Services	\$ -	\$ -	\$ -
Supplies & Material	-	105,889	105,889
Capital Outlay	1,239,200	293,278	1,133,311
Other Objects	-	-	-
Contingency	-	-	-
TOTAL EXPENDITURES	\$ 1,239,200	\$ 399,166	\$ 1,239,200



WINSTON-DILLARD SCHOOL DISTRICT BOARD OF DIRECTORS

District Office Board Room

620 NW Elwood St., Winston OR 97496

March 13, 2024 at 7:00 PM – MINUTES

REGULAR SESSION

Present: Jeremy Mitchell Lorna Quimby Bob Shigley Curt Stookey
 Kim Kellison Kim Shigley

1. **Call To Order:** 7:00 pm

2. **Pledge of Allegiance:** Led by Jeremy Mitchell.

3. **Roll Call** - Establishment of a Quorum: Four board members present.
(Jeremy Mitchell, Lorna Quimby, Bob Shigley, Curt Stookey)

4. Superintendent Academic Awards - Secondary

4.A. *Douglas High School - Luke Robbins*

4.B. *Winston Middle School - Daennen Foster*

5. DHS Student Report

Colby O'Toole, ASB president reported that the winter formal was a success with many students in attendance. Winter sports season came to a close with 6 students participating in the state wrestling competition. The boys basketball ended their season on the second round for state playoffs. Spring sports are under way for baseball, golf, softball and track. Student representatives along with the counselors spent the day with the 8th graders and provided information regarding all the class electives and programs available to them as they transition to the high school.

6. **INTERMISSION**

7. SUPERINTENDENT REPORT

7.A. Enrollment

Superintendent Kellison reviewed with the board the latest enrollment numbers which are down and seem to be the trend across the state. The district is looking at creative ways to increase enrollment. Mr Stookey asked what are some things we can look at that's causing the downward trend. Mrs. Kellison responded that we could look at enrollment projection data but we already know birth rates are decreasing overall which does impact enrollment. She also shared that the district was budgeting on the lower enrollment numbers.

Attachments: (1)

- [Mar 2024](#)

8. **Directors Report:** None at this time.

9. ITEMS OF DISCUSSION

9.A. Policy DJFA 1st Reading

Business Manager Kim Shigley explained the need to add policies: DJFA, DJFA-AR(1) & DJFA-AR(2) in order to use Procurement cards due to a lot of business that will no longer allow payments by check. This process is through Oregon School Business Officials with no additional cost to the district.

Attachments: (3)

- [DJFA](#)
- [DJFA R G1](#)
- [DJFA R G2](#)

9.B. Field Trip Requests

Attachments: (3)

- [FT Requests for March 2024](#)
- [03.27.24 DHS Students to Europe](#)
- [06.24.25 7th 8th to Panama](#)

10. ADOPTION OF CONSENT AGENDA

10.A. Financial Statement

Attachments: (2)

- [GF - Financial Statements 02.29.24](#)
- [Other Funds - Financial Statements 02.29.24](#)

10.B. Minutes

10.B.1. Regular Session February 7, 2024

Attachments: (1)

- [Feb 7, 2024 Reg Sess Minutes](#)

10.C. Memorandum of Understanding 2024-25

Attachments: (4)

- [MOU - Administrative and WDSO 03.13.24](#)
- [MOU - Confidential and WDSO 03.13.24](#)
- [MOU - OSEA and WDSO 03.13.24](#)
- [MOU - WDEA and WDSO 03.13.24](#)

10.D. Personnel

10.D.1. Accept resignation from Yuka Matsuzoe (Latham), MES 4 Teacher effective June 14, 2024.

10.D.2. Accept resignation from Brandy Osborn Hanshaw, MES SpEd Teacher effective June 14, 2024.

10.D.3. Accept resignation from Kevin Wilson, MES Principal effective June 26, 2024.

10.D.4. Accept retirement from Donna Rexford, WMS 6th Grade Teacher effective June 14, 2024.

10.E. Student Transfers Recommended for the 2023-24 School Year

10.F. Donations

10.F.1. Thank you to True North Restoration from DHS for \$350 to Metal Shop.

Attachments: (1)

- [True North Restoration](#)

10.G. Adoption of Consent Agenda Motion

Jeremy Mitchell made the motion for the Winston-Dillard School District Board of Directors approve the Consent Agenda as presented. Lorna Quimby seconded and all approved.
(Jeremy Mitchell, Lorna Quimby, Bob Shigley, Curt Stookey)

11. ACTION ITEMS

11.A. District Policy Section C Audit - 2nd Reading

Bob Shigley made the motion for the Winston-Dillard School District Board of Directors approve the recommended updates for section C of district policy. Curt Stookey seconded the motion and all approved.

(Jeremy Mitchell, Lorna Quimby, Bob Shigley, Curt Stookey)

Attachments: (1)

- [Policy Desk Audit Section C](#)

11.B. Resolution 2023-24-4 Authorizing Issuance of Individual Procurement Cards

Curt Stookey made the motion for the Winston-Dillard School District Board of Directors to approve Resolution 2023-24-4 authorizing issuance of Individual Procurement Cards. Lorna Quimby seconded the motion and all approved.

(Jeremy Mitchell, Lorna Quimby, Bob Shigley, Curt Stookey)

Attachments: (1)

- [Resolution 2023-24-4 Authorizing Issuance of Individual Procurement Cards](#)

11.C. Reseal Exterior at Brockway Elementary School - Capital Projects Fund

Bob Shigley made the motion for the Winston-Dillard School District Board of Directors to approve the Brockway Elementary School exterior resealing project for a total amount of \$68,500 payable to Next Level Painting. Curt Stookey seconded the motion and all approved.

(Jeremy Mitchell, Lorna Quimby, Bob Shigley, Curt Stookey)

Attachments: (3)

- [Next Level Painting - \\$68500](#)
- [Roseburg Precision Painting \\$98550](#)
- [Heritage Painting \\$156550](#)

12. COMMUNICATIONS: None at this time.

13. FOR THE GOOD OF THE ORDER

Mr. Dave Welker, WMS Principal introduced Michelle Clarno the new assistant principal.

Mrs. Clarno shared that the students will be involved in a STEM activity on Thursday, March 14th because of the efforts of Mrs. Mac Lean and Mrs. O'Toole. The "Battle of the Books" team will be participating in an upcoming event in CoosBay over the weekend. The boys basketball 8th grade team had a very successful season. She also reported that 50 students have signed up for track this year, which includes 6th grade.

Mr. Craig Anderson, DHS Principal talked about the transition for the 8th graders and what a great job the DHS student representatives, counselors and CTE departments did at providing information to those students. He also shared one of the choir students, Dusty Combs qualified to compete at the state level. Mr. Anderson took a moment to share all the hard work and efforts from Mr. Holveck and the teaching staff toward keeping the 9th graders on track. The latest data is showing a significant improvement and hope to make a presentation to the board at the next meeting.

Silia Polamalu shared that the WMS wrestling program had 4 girls and 1 boy qualify for state.

14. **ADJOURNMENT:** 7:41 pm

15. **UPCOMING**

15.A. Regular Session at Winston-Dillard School District Board Room on April 10, 2024 at 7:00 pm.

MEMORANDUM OF UNDERSTANDING
Between
Oregon School Employee's Association, Chapter No. 29
And
Winston Dillard School District 116

The Oregon School Employee's Association, Chapter No. 29 and the Winston-Dillard School District #116 enter into this Memorandum of Understanding (MOU) regarding the following contract item for the 2024-2025 school year. The current contract with these modifications will remain in full force and effect until June 30, 2025 or until a successor agreement is ratified.

RECITALS

The parties' intention with this Memorandum of UNDERSTANDING ("MOU") is to clarify leave access and compensation for classified staff working extra duty assignments for the District as described below. The District and the Association acknowledge a mutual interest in establishing equitable access to leave and compensation for any classified employee fulfilling this important role.

The parties agreed to the following:

Appendix A

Pay for Extracurricular Activities / Extra Duty

PAY FOR EXTRACURRICULAR ACTIVITIES/EXTRA DUTY

Classified employees may apply for extra duty assignments offered by the District such as coaching and extracurricular activities, including ticket taking and overnight field trips. If selected for an assignment, the following conditions shall apply:

1. **COMPENSATION:**
 - a. The compensation for extra duty assignments will be equivalent to that established in the WDEA certified bargaining agreement (See Appendix B).
 - b. The existing rates of pay for extra duty assignments may be hourly, per event or a stipend.
 - c. The pay for extra duty assignments will be monetary compensation for the time spent in the assignment and shall not be annualized.
 - d. The extracurricular/extra duty assignments are voluntary and not connected to the employees' regular duties and shall not count towards insurance eligibility or overtime.

2. SELECTION FOR EXTRA DUTY OR COACHING ASSIGNMENTS

- a. A recommendation to hire a classified staff member into an extra duty position shall require pre-approval by the employee's immediate supervisor and the District's Human Resources department. The impact on district programs and student learning will be the primary factor used when approving or denying the recommendation to hire.
 - i. If a classified employee accepts an extra duty or coaching assignment, and changes their regular job assignment during the season, the district retains the right to re-evaluate the impact on district programs and student learning to determine eligibility to continue the coaching assignment.
 - ii. Programmatic impact shall be determined on a yearly basis.
3. Extra duty or coaching stipends shall be paid equally throughout the coaching season or, if the employee chooses, one lump sum payment at the end of the coaching season. For non-coaching extra duty assignments, such as ticket taking or overnight field trips, the employee shall be paid per event.
4. The number of hours a classified employee may work coaching will be determined by dividing the total wages from the WDEA extra-duty salary schedule by the Oregon minimum wage. (See Appendix B) The employee agrees to only work the number of hours stipulated through this process.
5. Employees who need to leave their regular assignments early due to a district coaching or other extra duty assignment have the following options for hours missed in their regular work assignments:
 - a. Employees may work with their district supervisor to flex their hours for the week. Flexing is an option provided that the employee is able to complete their full job responsibilities when flexing their hours, as determined by the supervisor/administrator and must be resolved in the same forty (40) hour workweek.
 - b. Should the employee not be able to use the flex time option, employees can use district business leave as the code for their coaching/extracurricular duties if approved by their immediate supervisor.
6. OSEA and the district acknowledge that coaching contracts are non-union and compensation for such relies on an additional stipend, one-year contract, between the district and employee.

In the event an employee makes or files a wage/hour claim against the district through the Bureau of Labor and Industry, state or federal court, or other non-collective bargaining

Winston-Dillard School District 116

Code:
Adopted:

DJFA

Procurement Cards

The Board authorizes the superintendent to hold a Procurement (P-Card) card in the name of the district and to issue such cards to designated employees. Approved card holders will be held responsible for maintaining sole possession and security of issued cards at all times. Such cards shall have a maximum limit of \$5,000.00

P-Cards issued to employees may only be used to purchase items authorized by the adopted district budget.

Purchase slips and receipts must be turned in to the business office within 15 days of the transaction. The business office shall pay in full the P-Card balance no later than the due date so that finance charges will not be incurred.

District-issued P-Cards shall be subject to the following:

1. Personal items shall not be charged on district-issued cards. If a personal item is inadvertently purchased on a district-issued card in violation of this policy, repayment by the employee must be made immediately. Failure to make the required payment may result in an automatic deduction from the individual's next payroll disbursement. Accordingly, the district will require individuals issued such cards to sign a written authorization for payroll deduction in the event of such personal use;
2. The purchase of alcoholic beverages is strictly prohibited. The purchase of any item over \$5,000 without prior superintendent or designee authorization is strictly prohibited. The purchase of gasoline for a privately-owned vehicle is also prohibited without prior authorization;
3. Leaving a gratuity that exceeds 20 percent is prohibited;
4. Airline tickets may be purchased with a district-issued P-Card only with prior Superintendent or designee approval. If the issued card provides for purchase incentives (i.e., points, discounts or airline mileage credits), such incentives shall only be redeemed for authorized district business.

Violation of the provisions of this policy may result in the revocation of the P-Card and/or discipline up to and including dismissal.

END OF POLICY

Legal References(s):

ORS 332.107

ORS 652.610(3)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, Advisory Opinion 01A-1007 (Aug. 29, 2001),

02/21/24 |

Procurement Cards - DJFA

Winston-Dillard School District 116

Code: DJFA-AR(1)
Adopted:
Revised/Reviewed:

Authorization for Payroll Deduction

Pursuant to Board policy DJFA – Procurement Cards and Oregon Revised Statute (ORS 652.610(3))

I, _____, hereby authorize the district to withhold from my paycheck any charges on a district-issued procurement card without prior written approval from my supervisor, or any charges not authorized by the adopted Board policy

PROPOSED

Code: DJFA-AR(2)
Adopted:
Revised/Reviewed:

Business Expense (Bank or Procurement Card) Claim

I. Purpose of Credit & Procurement Card

1. The bank credit card is intended to be used only for:
 - a. Payment for approved lodging, and/or travel expenses;
 - b. Payment for seminar or conference fees;
 - c. Purchase of supplies not to exceed \$400;
 - d. Payment of small contract services, not to exceed \$400; and
 - e. Payment of admission fees.

II. Issuance Guidelines

Bank credit cards will be issued at the discretion of the superintendent and/or business manager.

III. Responsibility

1. Any employee using the card shall be responsible for:
 - a. Payment for any unauthorized purchases; and
 - b. Reporting immediately to the business office the loss or theft of a card.

IV. Limitations

1. The superintendent and/or business manager may set the maximum for any single purchase incident for cards issued which are below the limits set in paragraph 1.1.
2. The bank cards may not be used for personal purchases.

V. Procedures

1. Any employee using the credit card to make purchases shall sign the charge slip with his/her personal signature. Each customer copy shall be promptly filed with the business manager or his/her designee.
2. Each designee shall be responsible for authorizing payment for credit card transactions each month as follows:
 - a. Each designee will submit a requisition made out to “Bank Card Account” for the total amount of the charges returned that period for the card number; and
 - b. The requisition and copies of all the charge slips listed on the billing shall be submitted to the business office within three full working days of receiving the billing from the business office. Prompt payment will be made by the business office to avoid finance charges.

VI. Exceptions

Exceptions to these provisions may be granted only by the superintendent and/or business manager.



WINSTON-DILLARD SCHOOL DISTRICT
APPLICATION FOR BUDGET COMMITTEE MEMBER

Please fill out and return to the school district administration office at:
620 NW Elwood Dr, Winston OR 97496 or email to dunhamm@wdsd.org.

Name: Treva Hunter

Phone Number: 541-679-4982

Physical Address: 229 Woodland Dr.

Email Address:

City: Winston

Zip: 97496

Occupation: retired planner/com. dev. specialist
educator

Company Name: N/A

Company Address:

CUC/WDSD
Precinct where you are registered to vote: 23

Number of Years Living in the District: +50 yrs.

Schools Attended:

Do you currently have children in the School District?

No grandchildren ✓ If so, which schools?

son + daughter in law teachers @ WMS. ✓

Have you worked on any school district or ESD Committees: ~~No~~ YES

If so, which Committees: served on school board, budget committee

- N/A
- Brockway Elementary
- Dillard Alternative
- Douglas High School
- Lookingglass Elementary
- McGovern Elementary
- Winston Middle School

Other Community or business activities:

previously on Team Vol. Fire Dept.
county land use committees
many others...

What qualifications do you have that will help you be a member of the budget committee:

- ✓ dedication to an educated student population
- ✓ ability to read + analyze budgets
- ✓ interest in hearing all ideas

Why do you want to be a budget committee member?

Retired now & have time & interest.



PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 04/01/2024
INITIAL TERM: 24 Months

THIS PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT (the "Subscription Agreement") is made effective as of the date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop West, Suite 900, Houston, Texas 77092 or the Raptor Affiliate (LobbyGuard Solutions, LLC and/or SchoolPass, Inc.) designated on the applicable quote (hereinafter "Raptor"), and Winston – Dillard School District 116 having offices at 620 NW Elwood Dr., Winston, OR 97496 (hereinafter "Customer").

- "Terms" means the following documents in effect as of the Effective Date of this Agreement.
(i) Raptor Technologies, LLC General Terms and Conditions ("Terms and Conditions") and, if applicable;
(ii) SchoolPass Addendum – ("SchoolPass Addendum");
(iii) SchoolPass Hardware Policy – ("SchoolPass Hardware Policy"); and
(iv) Alertus® Terms and Conditions – ("Alertus Terms and Conditions")

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in attached quote.

Fees. Customer will prepay Raptor a fixed fee upfront for the fees as outlined in the attached Quote attached hereto as Exhibit A, which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fee(s)") and one-time purchases of equipment, supplies, and services, and on any Invoice received during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%). For multi-year subscriptions, at the end of the initial term, the Annual Access Fees shall be renewed at the then-current subscription price. This transaction is not a GSA Schedule unless otherwise specified in the Quote or on the Invoice.

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Subscription Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Customer acknowledges and agrees that it has reviewed the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

WINSTON – DILLARD SCHOOL DISTRICT 116

Signed: _____
Name: _____
Title: _____
Date: _____

Signed: _____
Name: _____
Title: _____
Date: _____



Quote #: Q-89288-4
 Date: 2/9/2024 2:23 PM
 Expires On: 3/25/2024
 Federal Tax ID #: 45-4914152

To:
 Winston - Dillard School District 116
 620 NW Elwood Dr
 Winston, OR 97496
 United States

From:
 Lindsay Bannister
 lbannister@raptortech.com

Subscription Term: 24 Months Billing Frequency: Prepaid (SEE NOTES)

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	TOTAL
Raptor Visitor Management	Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase. Raptor technical support is included. (PREPAID for 24 months)	USD 660.00	USD 13.20	7	USD 9,055.20
Implementation Fee	One-time fee for implementation (per location).	USD 350.00	USD 0.00	7	USD 2,450.00
Remote Training	Remote web and phone-based training.	USD 945.00	USD 0.00	1	USD 945.00
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	USD 670.00	USD 0.00	7	USD 4,690.00
Raptor Printer (Dymo 550 Turbo Label Printer)	Printer for either visitor badges or student tardy passes -- 2 year limited warranty	USD 230.00	USD 0.00	7	USD 1,610.00
Raptor Visitor Badges (White) Box (Dymo 550)	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	USD 85.00	USD 0.00	7	USD 595.00
Shipping and Handling Fee	Required on all new orders.	USD 42.00	USD 0.00	1	USD 42.00
Raptor Emergency Management	Raptor Emergency Management Suite Annual Access Fee (per site license). Includes Raptor Alert, Raptor Link, Drill Manager, Accountability and Reunification. Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included. (PREPAID for 12 MONTHS ONLY)	USD 2,095.00	USD 41.90	7	USD 14,371.70
Raptor Connect	Allows configuration for external systems to connect to Raptor Alert through a bi-directional API.	USD 0.00	USD 0.00	1	USD 0.00
Emergency Management Implementation	One-time implementation fee (per site license).	USD 350.00	USD 0.00	7	USD 2,450.00
Compliance and Success Package - Raptor Emergency Management	Professional services to support the implementation, adoption and usage of the Raptor Emergency Management Suite. (PREPAID FOR 12 MONTHS ONLY)	USD 34,518.00	USD 0.00	1	USD 34,518.00
Alertus Wearable Panic Button ENS License	Annual service fee for Alertus Wearable devices	USD 4,950.00	USD 0.00	1	USD 4,950.00

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	TOTAL
Alertus Wearable Panic Button Implementation	One-time implementation fee of Alertus Wearable devices.	USD 4,000.00	USD 0.00	1	USD 4,000.00
Alertus Wearable Panic Button	Wearable Panic Buttons for the Raptor Alertus system.	USD 145.00	USD 0.00	240	USD 34,800.00
Alertus Shipping and Handling Fee	Shipping fee required on all Alertus Panic Button orders.	USD 450.00	USD 0.00	240	USD 450.00
SUBTOTAL:					USD 113,975.00
DISCOUNT:					USD 478.10
TOTAL:					US\$ 113,316.90

RECURRING COSTS IN THIS QUOTE: USD 53,417.30

Quote Notes: **Customer Prepaying for services and equipment for 1 year except for Visitor Management which is being prepaid for 2 years**

You may sign electronically; or you may print, sign and scan all pages of the document and email to lbannister@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to lbannister@raptortech.com.

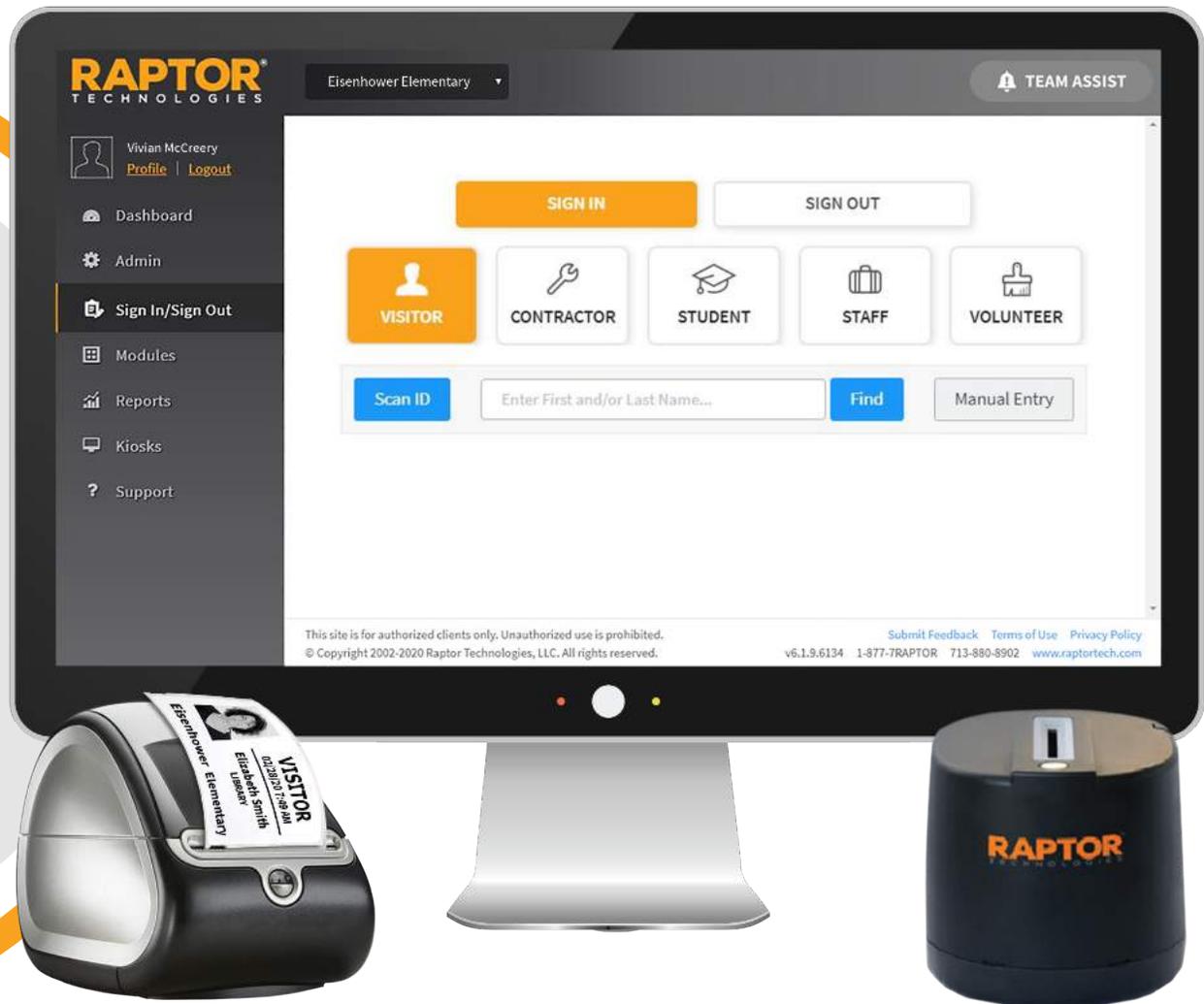
Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email accounting@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit <http://www.shop.raptortech.com>.

Eliminate Uncertainty

Have full control of—and a full line of sight to—who enters your buildings.



Multiple Visitor Types

Customize the sign-in questions and have detailed reports specific to each role.

Instant Screening

Screen every visitor against sex offender and custom databases, including those with custody orders and banned visitor status.

Confirm Guardianship

Sync with your student information system (SIS) to have accurate student and guardian data and ensure you release students to only approved guardians.

Trusted by over 35,000 K-12 U.S. Schools



SCREENS & TRACKS
350K
VISITORS
EVERY SCHOOL DAY



SENDS
150
CUSTOM ALERTS
EVERY SCHOOL DAY



FLAGS
75
SEX OFFENDERS
EVERY SCHOOL DAY

Reduce Risk with Instant Alerts

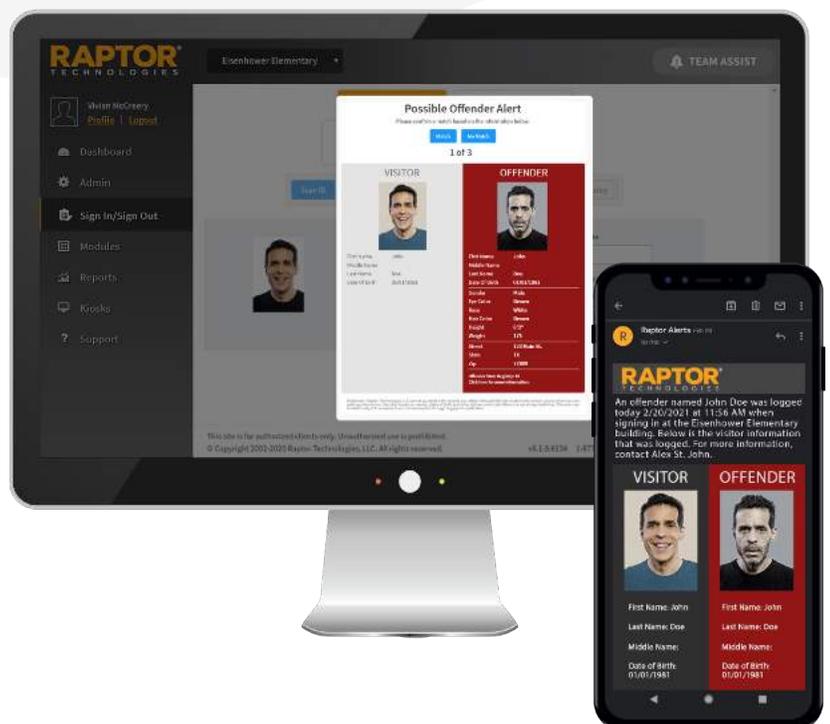
Immediately alert administrative, security, and other appropriate personnel via text and/or email when a visitor is identified as a risk.

Detailed Visitor Badges

Help staff and students recognize approved individuals with detailed visitor badges that show the visitor's role type, photo, destination, and sign-in time.

Detailed Reporting

Generate district- or school-level detailed reports in real time. Create security-focused reports for analytical and investigative purposes. Instantly query live data and historical data that spans multiple years. Reports can be run and delivered on a scheduled basis.



“Raptor works really well. Safety and security are paramount to us, and the Raptor system helps ensure that all of our learners are safe every day.”

Laramie County School District, WY

Confidently Release Students and Track Tardies

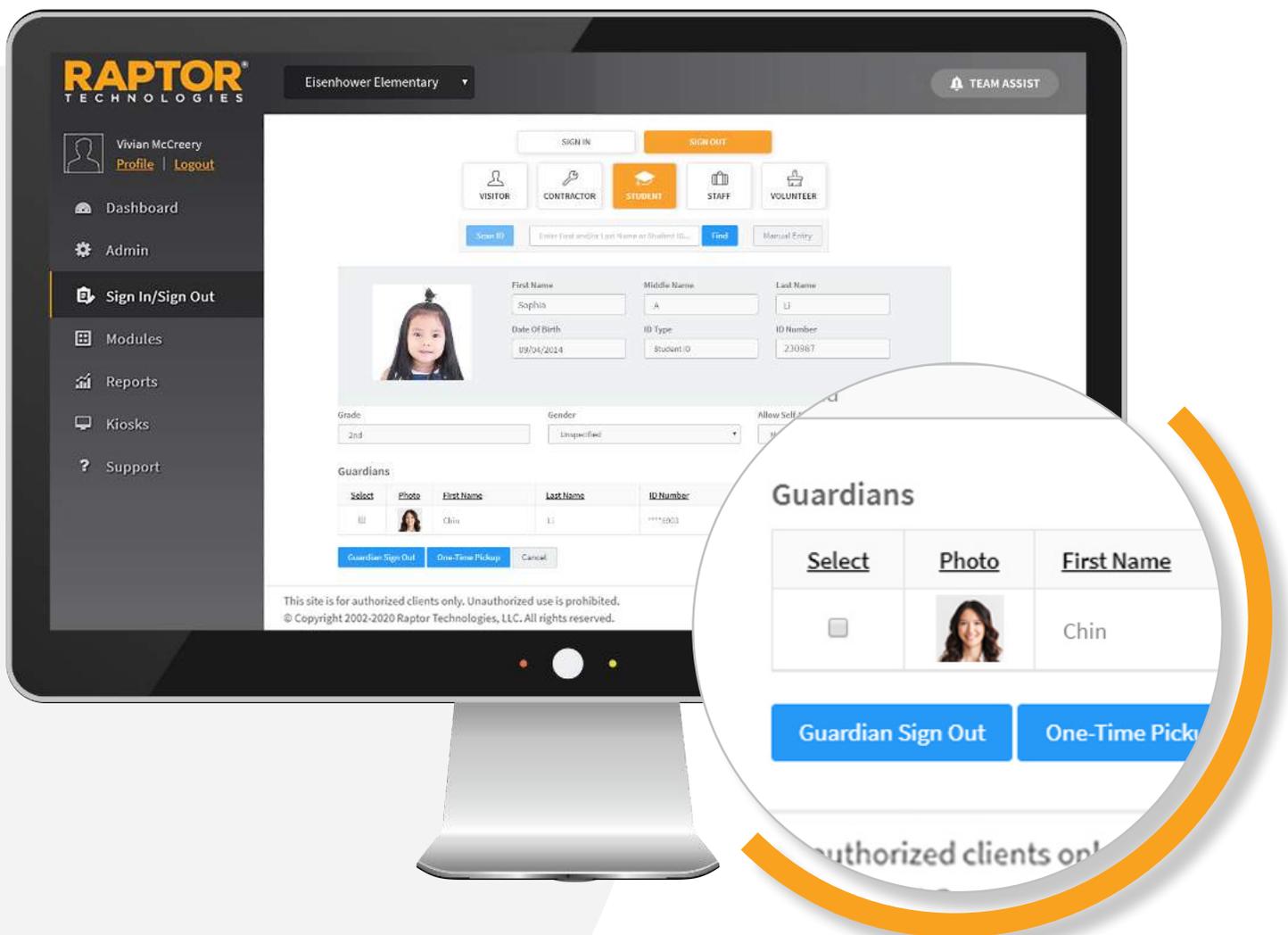
Monitor activity and confirm students leave with approved guardians.

Monitor Tardies

Quickly mark late students tardy, add a custom reason, and print a tardy slip. Tardy alerts display when a student accumulates a certain number of tardies, letting you choose an optional consequence, such as notifying guardians or assigning detention.

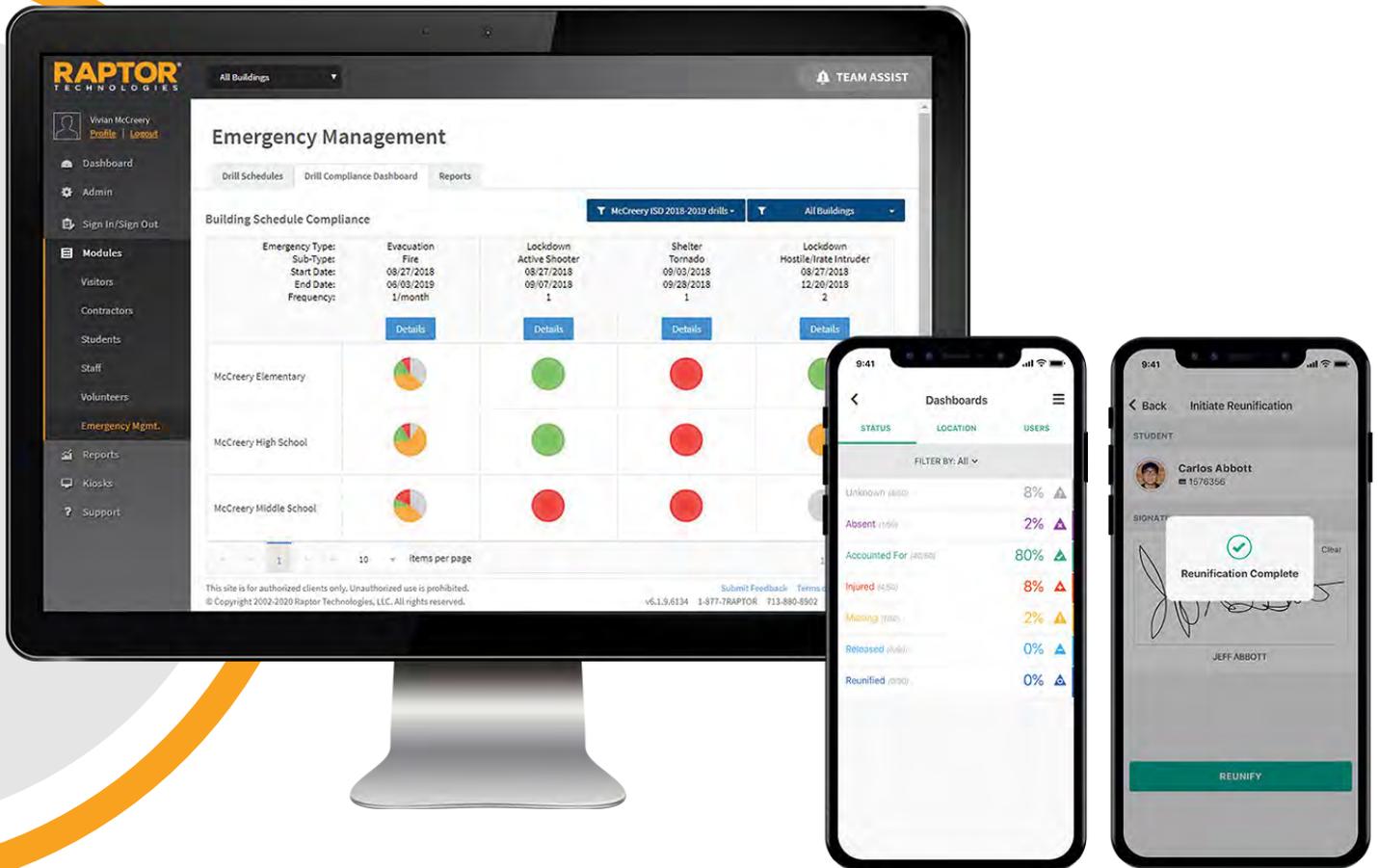
Track Early Dismissals

Instantly screen anyone attempting to sign out a student against the sex offender registry in all 50 states and any locally-customized databases, including custody databases. Quickly print early dismissal slips.



Be Ready for Any Emergency

Protect your students and staff and be in complete control during drills, active incidents, and reunifications.



Customizable to Your Policies

Be confident teachers, staff, and first responders are aligned and following your safety response procedures during drills and emergencies. Raptor is also 100% aligned with The "I Love U Guys" Foundation® protocols.

Accessible and User-Friendly

Raptor is cloud-based, meaning it can be accessed from wherever you are and on any web-enabled device. The intuitive interface and simple navigation make it easy to use even in the most stressful situations.

Streamlined Configuration

New users are guided through an educational welcome tour to ensure that settings are accurately configured on their device. This process is bypassed in an active emergency.



Relay Accurate Information to Public Safety Answering Points

Integrate directly with 9-1-1 and provide enriched data to first responders, including building maps, emergency protocols, and student, staff, and visitor information.

Sync with Student Information Systems (SIS)

Ensure you have critical student, staff, and guardian data necessary to accurately account for everyone on campus and reunify students with only approved guardians.

Comply with Panic Button Mandates

Comply with legislation, like Alyssa’s Law, that requires schools to have silent panic alert systems linked directly to first responder and law enforcement agencies.

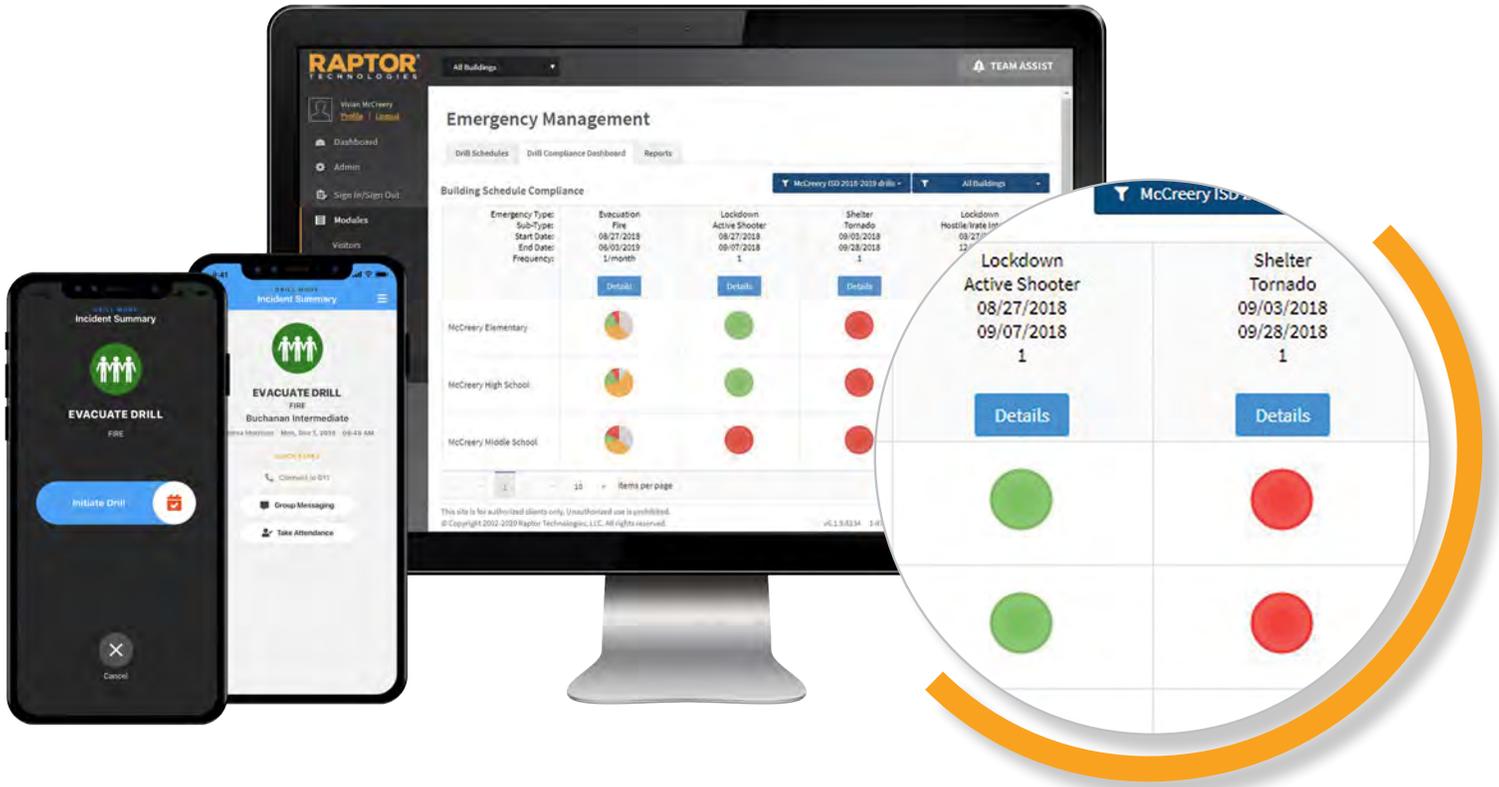


“We chose Raptor Emergency Management because it’s one solution that encompasses all aspects of incident management and integrates with our student information system. The data integration with Raptor is phenomenal.”

Bay City ISD, TX

Manage and Track Drills

Track all your drills and eliminate compliance risks with Raptor Drill Manager®.



Easily Schedule

Quickly schedule drills and track compliance based on district requirements. District administrators receive alerts when schools are out of compliance.

Conduct and Manage

Receive automatic notifications to remind you of upcoming drills and initiate drills from any mobile or web-enabled device.

Track and Report

Monitor drill status for every building and drill type and produce accurate status reports for individual schools or the entire district.

Learn and Improve

Analyze reports to see what is working and where you need to improve performance.

“It’s one thing to say you conducted a drill; it’s another to prove it with documentation and to have that documentation at your fingertips.”

Duval County Public Schools, FL

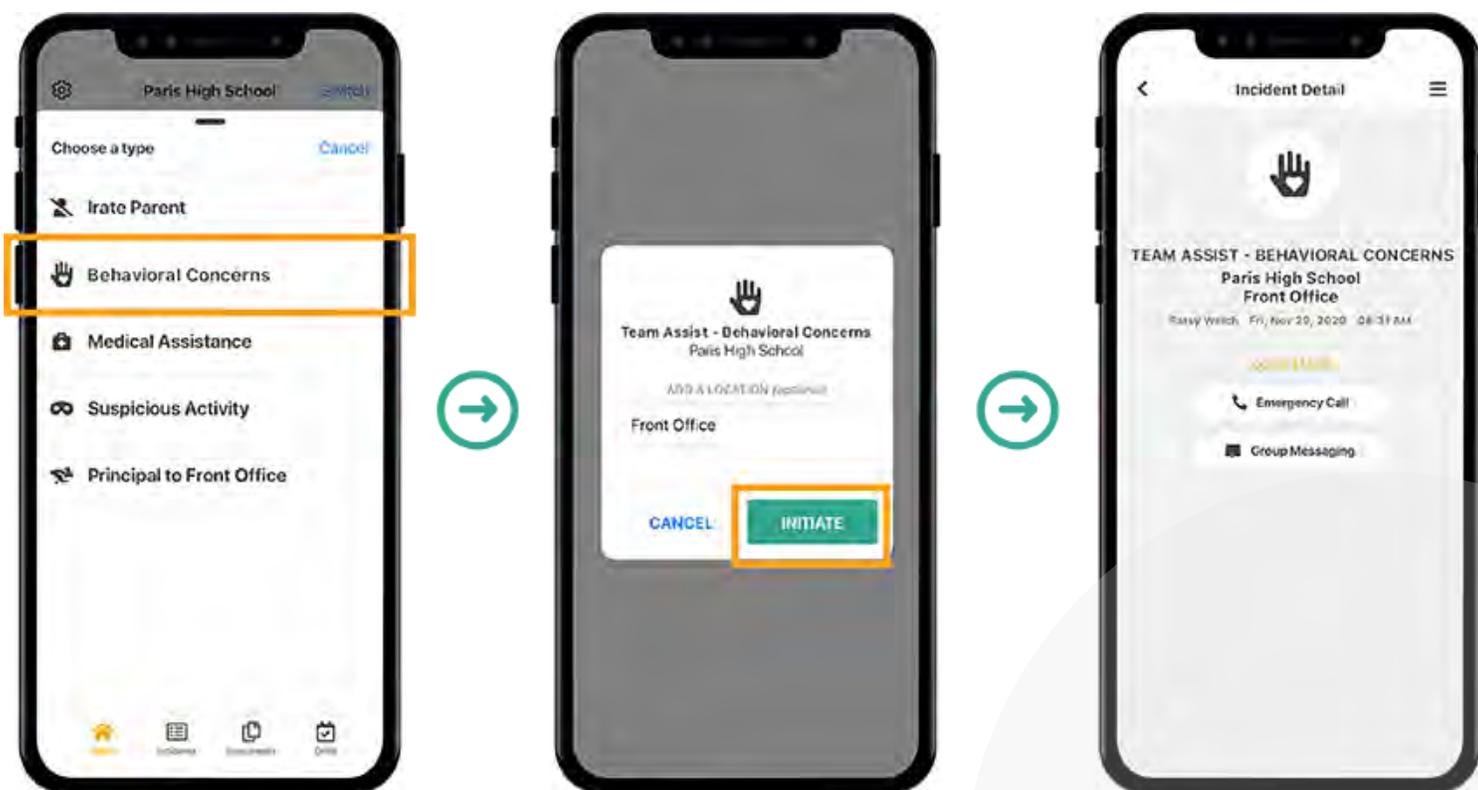


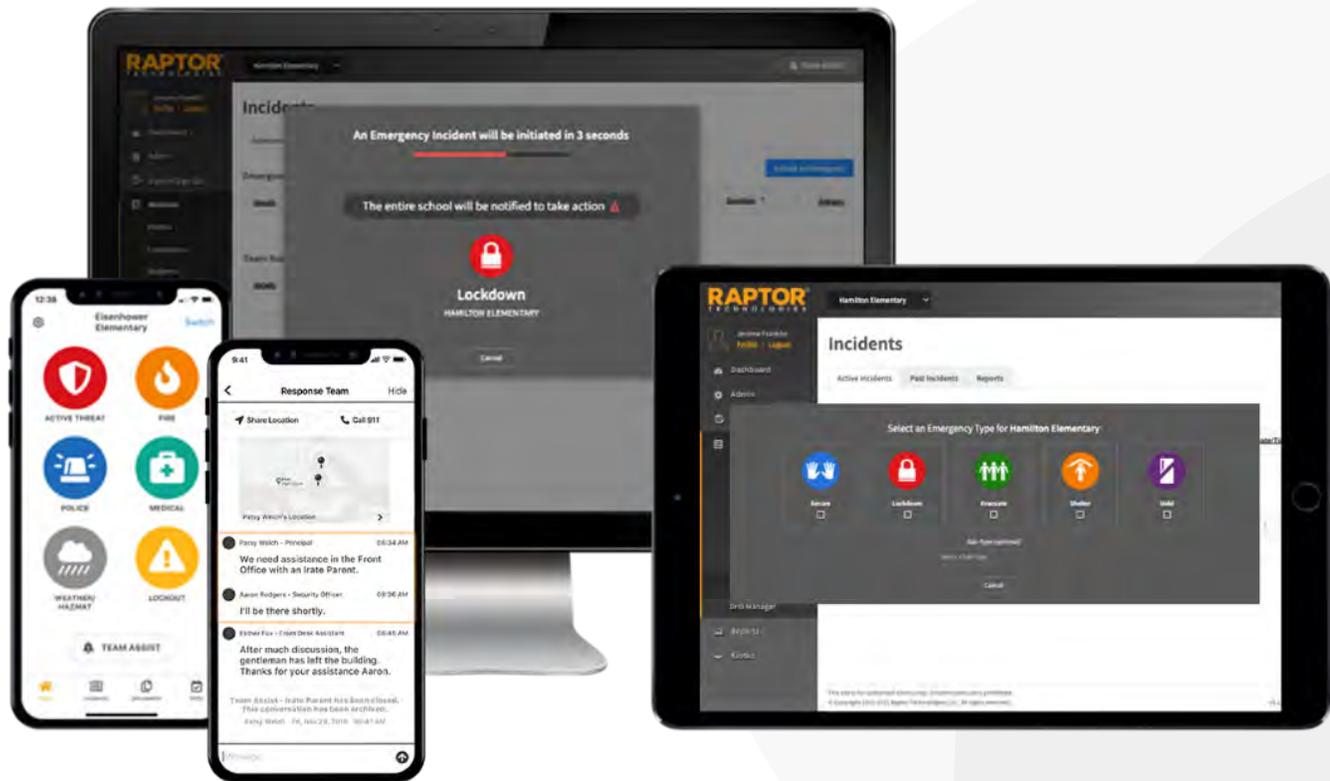
Get Help for Everyday Incidents

Summon help for incidents, such as fights or medical assistance, with Team Assist.

Efficiently Manage Incidents

Users can quickly send situation-specific details, share their location on an interactive map, communicate through group messaging, and connect with 9-1-1. Districts can customize the list of Team Assist situations, notifications, and alert recipients.





Connect to First Responders

Initiate a mobile panic alert to instantly request help with Raptor Alert®.

Quickly Summon Help

Request the right help for any-sized incident—large or small, in a single building or across the entire district—from wherever you are.

Instantly Notify Others

Automatically send detailed, situation-specific alerts so everyone knows how to respond. Alerts provide the type, location, time, and who initiated the emergency and can be sent across text message, computer desktop alert, email, voice call, and push notification. Push notifications can play an audible alarm even when the device is in silent or do-not-disturb mode.

Connect with 9-1-1 and Communicate with Group Messaging

Text or call 9-1-1 directly and stay in touch with all users through real-time group messaging. Give first responders and school staff 24/7 access to your building maps and emergency protocols.

Send Alerts Based on Location

Seamlessly switch between campuses without worrying about reconfiguring your panic button. Raptor sends mass notifications based on your geolocation within the campus. Location data is only accessed during an active emergency.



Raptor Alert® is PSAP Friendly and RapidSOS Ready

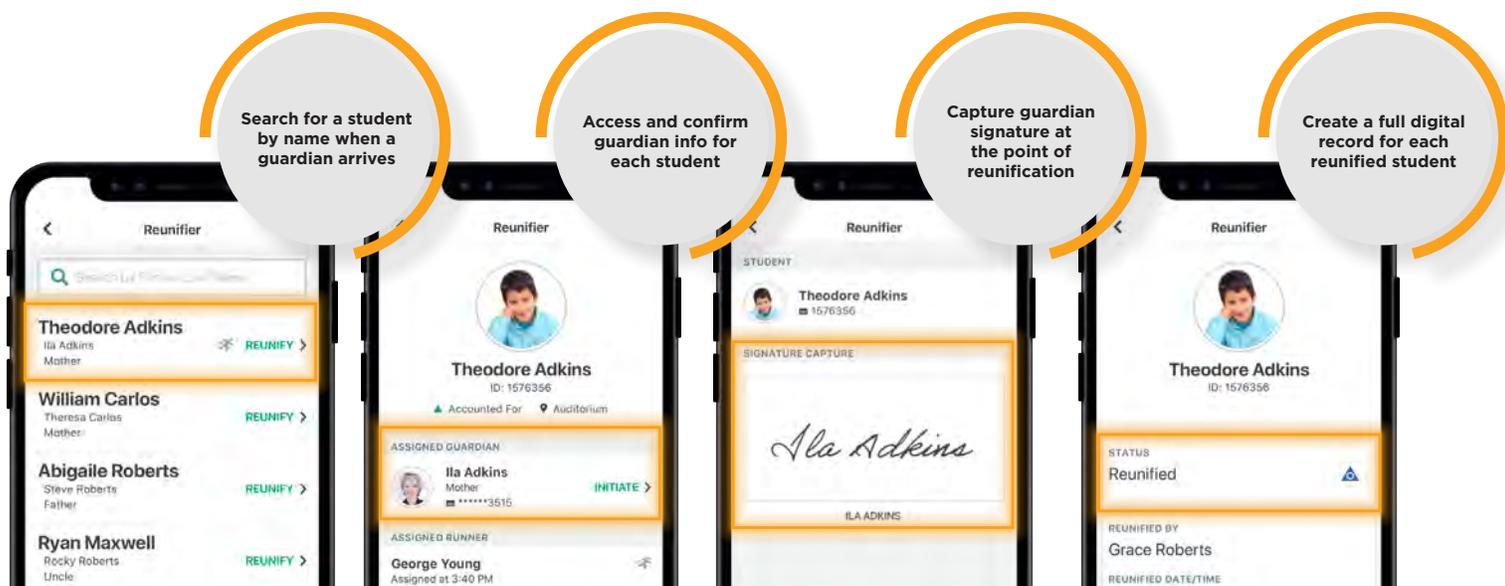
Quickly Summon Help

Raptor Alert, coupled with the RapidSOS emergency response data platform, delivers critical, real-time data to a Public Safety Answering Point (PSAP) for smarter and faster emergency response. Raptor Alert connects the caller to 9-1-1, which instantly shares additional information with the dispatcher, including:

- Caller name and number, precise campus location, and additional information (job title, etc.)
- Dispatchable address and school name
- Emergency type (lockdown, active shooter, etc.)

“Raptor has given us the unique opportunity to save lives by letting us quickly notify authorities and get the right help immediately.”

Toms River Regional School District, NJ



Safely Reunify Students with Their Guardians

Increase your speed and accuracy with Raptor Reunification®.

Document Every Individual's Status

Track every individual's status change and generate a detailed history of events for post-incident reporting.

Eliminate Inaccuracy and Reduce Liability

Ensure students are only reunified with approved guardians by screening guardian ID to check for sex offender status or custodial restrictions. Record guardian signature and timestamp for each reunification.

“Raptor really is priceless. Honestly, it has given us freedom, peace of mind, and the ability to communicate more accurately with one another. Raptor is part of our everyday operations.”

West Aurora School District 129, IL

Raptor® is 100% Aligned with the Standard Reunification Method™ from The “I Love U Guys” Foundation®

Raptor reduces reunification time by substituting handwritten, paper-based elements with instant mobile communications and record-keeping, *safely reunifying students with authorized guardians up to four times faster.*



Greeting, Check-in, and ID Verification

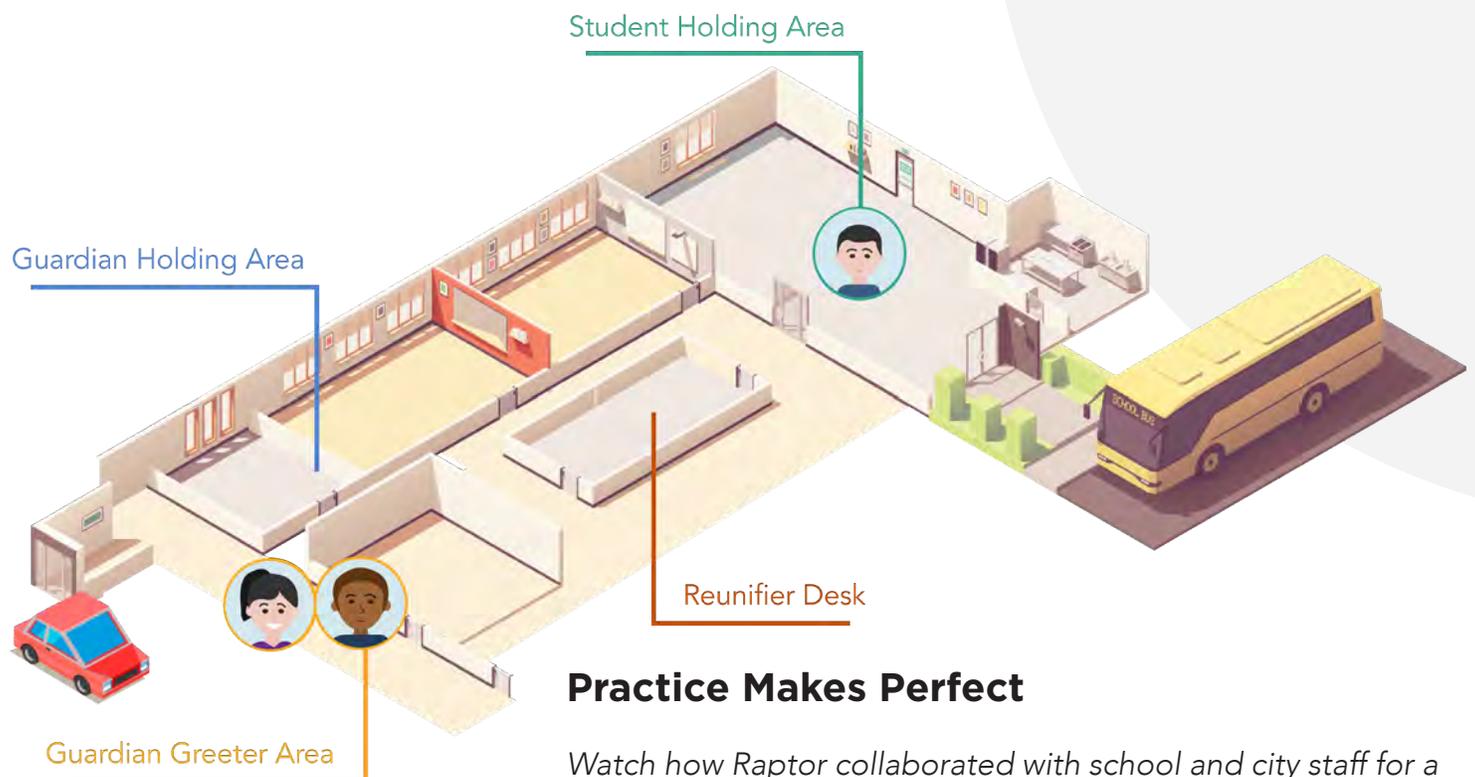
Verify the guardian's ID and custody rights.

Reunification Communication

Send automatic notifications to runners when a guardian is cleared, so that the runner can quickly retrieve the right student.

Accurate Reunification

Verify the guardian's ID and record their signature. This instantly sends a text message notifying the student's other guardians that the student was safely reunified.



Practice Makes Perfect

Watch how Raptor collaborated with school and city staff for a reunification exercise at Midlothian ISD (TX). The exercise helped the district understand what resources are available and how to improve emergency preparedness, response, and recovery.



[Watch their case study video here.](#)

Compliance and Success Program

Maximize the value of your emergency management technology

What is it?

School safety is complex. In many districts, safety teams face challenges of divided roles and priorities, staying ahead of threats and managing risk. This can impede progress and hamper meeting compliance requirements. Based on decades of experience with districts of all sizes, the professional services team at Raptor created the Compliance and Success Program (CSP). CSP includes a series of services aligned to your emergency operations policies and procedures that support your teams as you introduce new tools and technology to staff. The result is smoother adoption and greater reliance on the technology for emergency preparation, response and recovery.

How Does it Work?

CSP in action includes three categories of services to meet your specific safety objectives. Our team will start by configuring Raptor to your unique emergency policies and procedures and establishing your custom drill schedule. Then we will conduct various forms of training throughout the year and supply custom videos and collateral. Each month, we will assess performance and compliance and discuss ways to improve adoption and usage. CSP customers also have a dedicated phone line offering 24/7 support for school staff, empowering them to get answers on their schedule.

Configure the System

- Create custom Drill Schedule
- Configure Raptor to district policies and procedures

Train Your Staff

- Create custom training videos
- Train model school
- Conduct onsite reunification exercise
- Train entire district (live virtual trainings 4x per year)

Ensure Program Sustainability

- Conduct monthly assessment and review
- Provide premium, unlimited support

Build Confidence in the Tools: Gain a thorough understanding across the district of the role technology plays in supporting your safety initiatives. Receive regular training for all staff ensuring staff will use the system with confidence and consistency.

Ensure Full Compliance: Creating the custom Drill Schedule and aligning Raptor to your specific emergency policies and mandates helps keep your entire district compliant. Maximizing the Raptor reporting features simplifies and streamlines the process.

Use the Model School Approach: Raptor professionals come onsite to your specified model school giving that school's staff an opportunity to collaborate directly with our training professionals, ensuring

their input is heard. Additionally, the collaboration helps the Raptor team align with your school culture and set the plan for the interactive district-wide training session.

Master Reunification: The Raptor Reunification Exercise is designed to remove stress by sharing our experience and expertise so you can learn by doing. Successfully completing your Reunification Exercise will leave your team feeling confident in their abilities to execute this critical function in an actual emergency.

Stay Ahead of the Curve: There is an enormous amount of data available through your Raptor system yet pulling it together in a meaningful way seems to get pushed to the bottom of the to-do list. Our monthly discussions provide all the key data, insights and action steps to help your district improve along the way.

Create Ongoing Success: An invaluable reference tool, your Custom Training Videos will provide district-specific answers to frequently asked questions. Both current and new staff will have important information at their fingertips and considerable confidence in their safety program.



Introducing CrisisAlert™

presented by

Brian Van Norman,
CSO/Co-Founder
bvn@icu-techinc.com

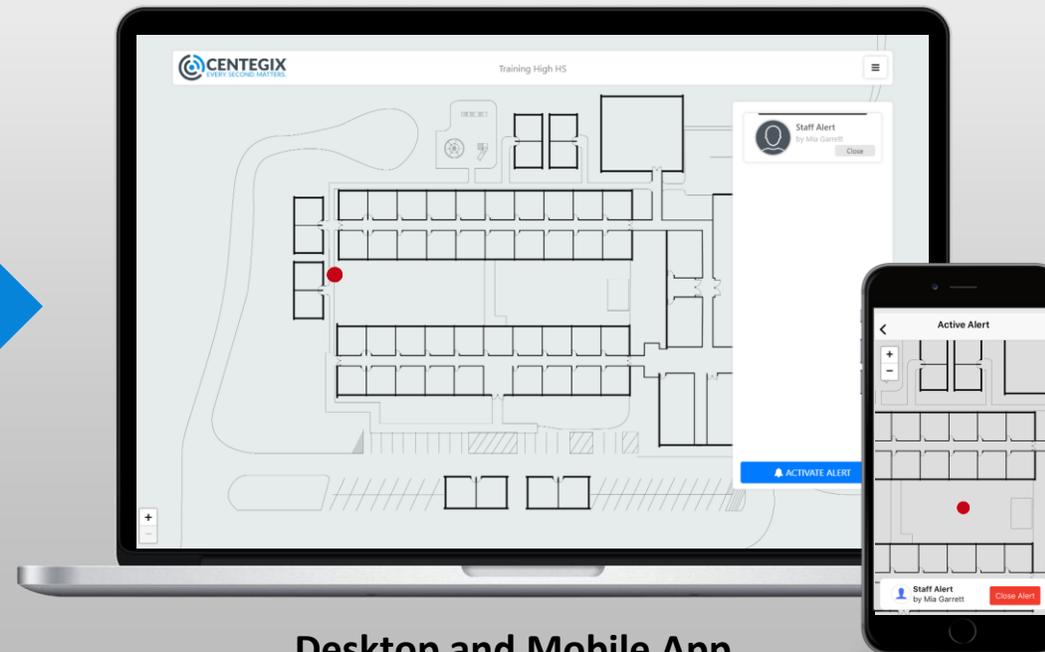


CrisisAlert™ Overview

- CrisisAlert™ creates safer learning spaces
- 100% focused on emergency notification
- Address staff retention issues and frenetic parents
- No cabling, no RFPs
- Fast deployment—installs in days
- Force multiplier by empowering **ALL** staff



Wearable Staff Badge
All Employees



Desktop and Mobile App
Responder and Site Admin

One Badge, Two Types of Alerts



Staff Alert



Campus-Wide Alert



Medical Emergency

Seizure, choking, heart attack, injury



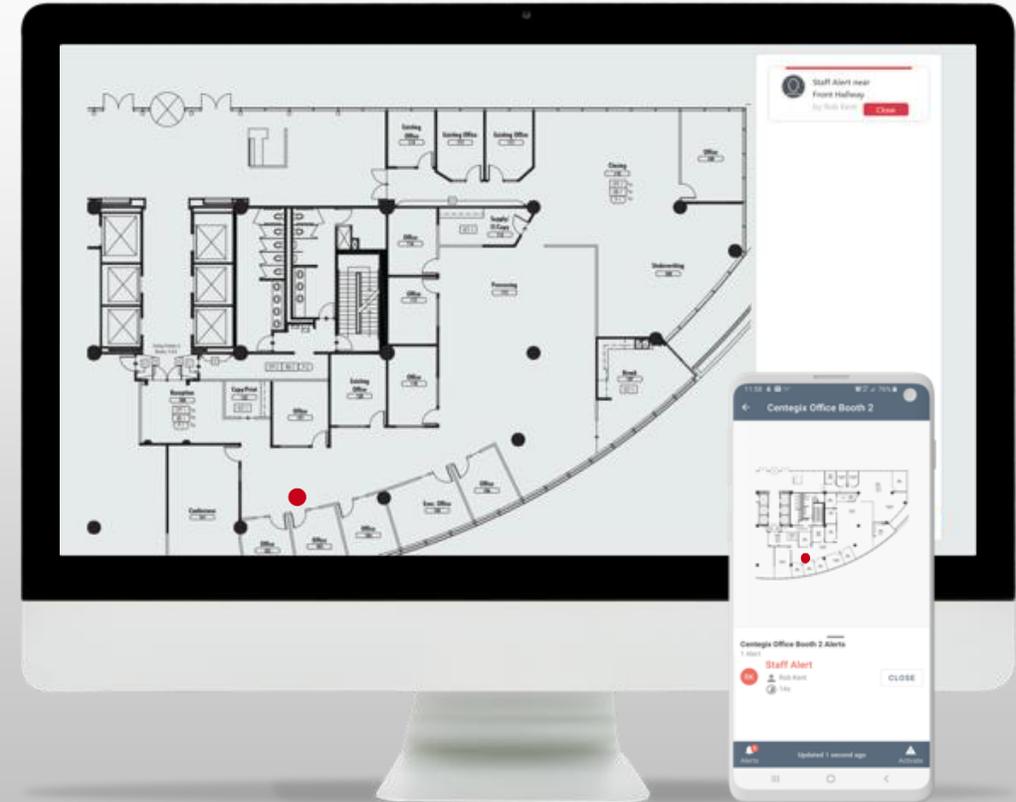
School Violence

fight, staff duress



Elopement

Student leaving an assigned area



STAFF ALERT - 3 CLICKS



Centegix Office Booth 2 1



Staff Alert around Main hallway Hub
 by Rob Kent
 6m 57s



Close

ACTIVATE ALERT



Campus-wide Alert Scenarios



**Active
Shooter**



**Weather
Emergency**



**Nearby
Incidents**



**Visual
Alert**



**Audio
Alert**



**Visual
Instruction**



**Alert First
Responders**

CAMPUS-WIDE ALERT = KEEP PRESSING



LOCKDOWN

Locks, Lights, Out of Sight

- Lock classroom door
- Lights out
- Move away from sight
- Maintain silence
- Prepare to evade or defend
- Do not open the door

Your Protocols, Our Technology

IN AN EMERGENCY

- LOCK DOWN**
Lock Doors, Turn Off Lights, and Hide 
- LOCK IN**
Move Everyone Inside, Secure Perimeter 
- LOCK OUT**
Stay in Your Location, Keep Hallways Clear 
- SHELTER IN PLACE**
Move to Designated Area and Take Cover 
- EVACUATE**
Move to Designated Evacuation Area 
- ALL CLEAR**
Resume Normal Protocol for Managing Campus 

CENTEGIX
EVERY. SECOND. MATTERS.

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Campus-Wide Lockdown



School/District Responders
Notification on mobile devices



Authorities Notified
Option for integration with communication systems for local authorities

Staff Badge
All employees

Visual Cues
Alert beacon

Auditory Cues
Integrated into intercom system

Instruction
Displays on computer and mobile devices

Mapping
Alert automatically pops up on campus map



Provided to Response
Teams and
Administration



Included Hardware Components



Smart Badge

Deployed to ALL staff
by district

Water resistant

Vibration upon
activation

5+ year battery life



Alert Strobe

Wire-free
installation

Water resistant

High impact

3+ year battery life



Alert Hub

Requires 120VAC
power outlet

Battery backup

Dome covers for
vandal-proofing



Outdoor Kit

Weatherproof

Battery + Solar
charger

Hub, beacon, audio



Gateway

ICU installs in MDF

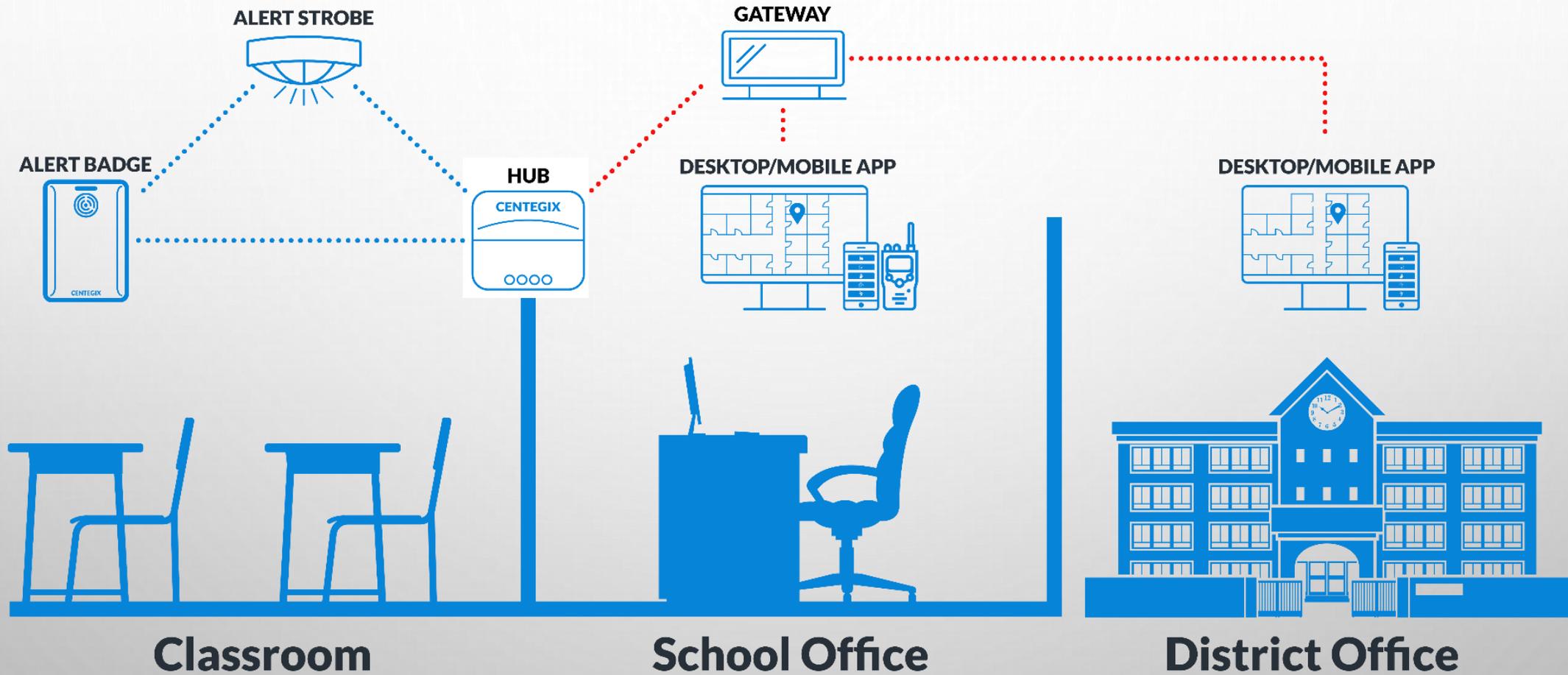
Requires power &
(1) network drop

Only device that
resides on network

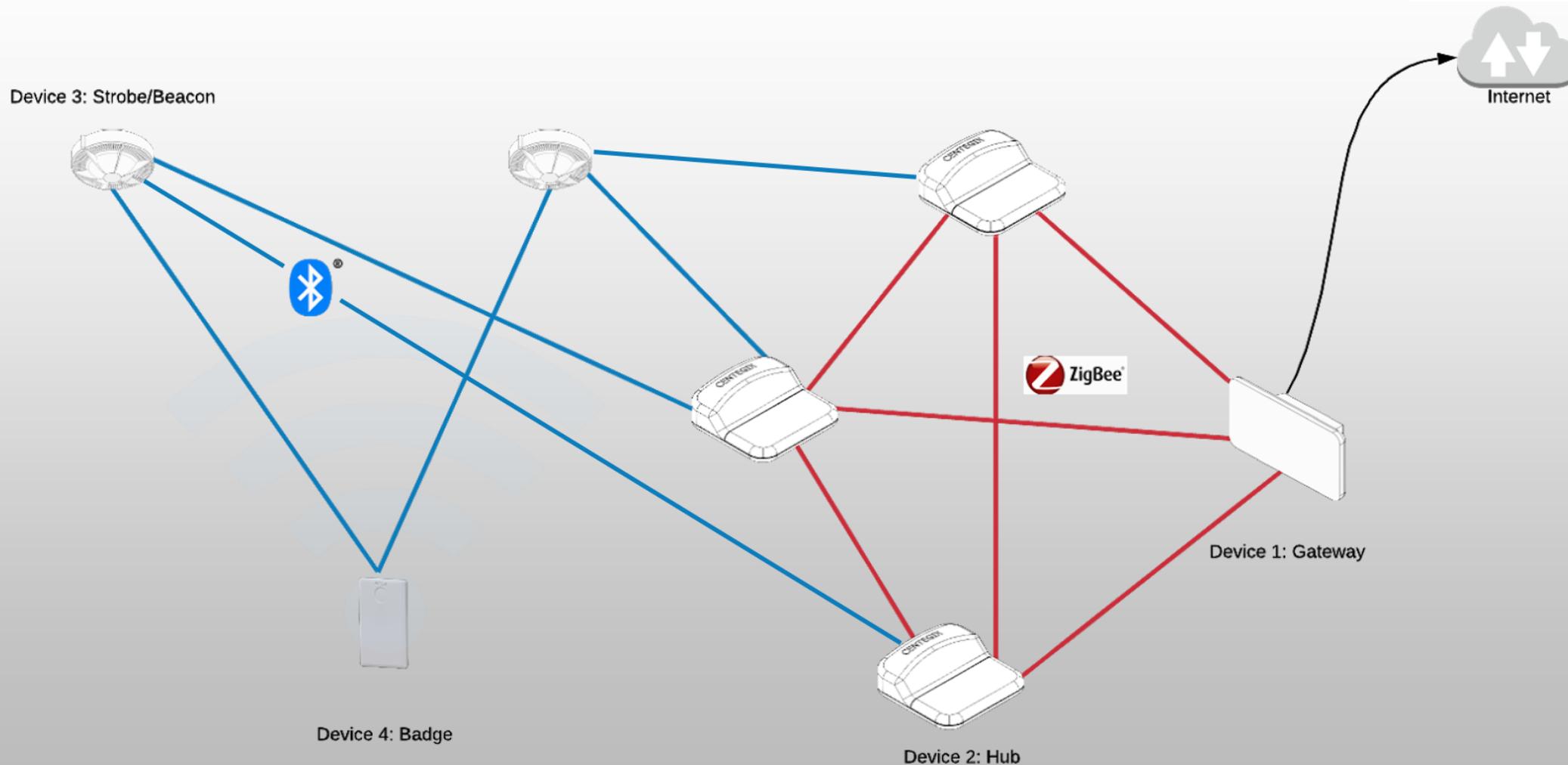
Battery backup

LTE cellular backup

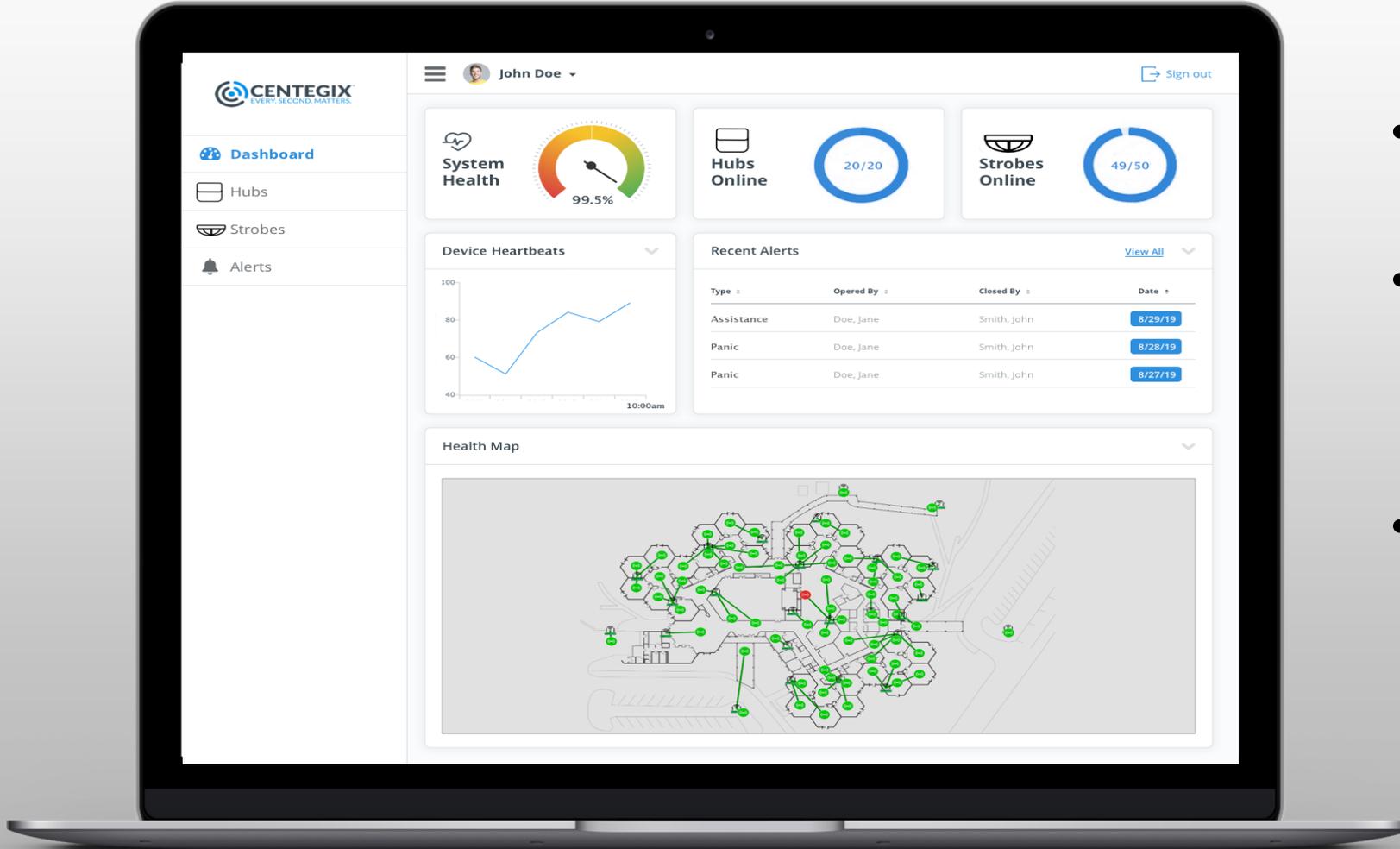
How It Works



Self-Healing Network: BLE/ZigBee



Device Management + Health Monitoring



- Proactive service management platform
- Receives millions of 'heartbeats' per day with device status, firmware, signal strength, and battery health
- Fully managed and supported system

This site must complete setup and testing before going live. Contact support@centegix.com if you need assistance.

Alerts Report

Total alerts by Week

Alert Types

Closed Reasons

COPY EXCEL CSV PRINT

Search:

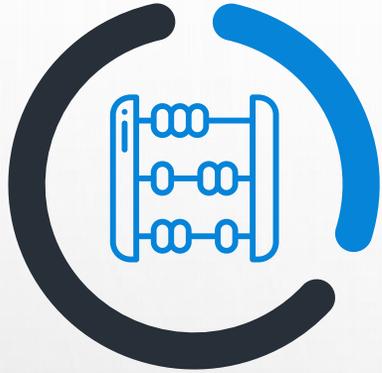
Alert ID	Opened By	Closed By	Site Name	Alert Location	Alert Type	Response Time	Closed Reason	
17311	Rob Kent	Rob Kent	Centegix Office Booth 2	Booth	Lockdown	a few seconds	FALSE-ALARM	2/20/2020 9:00
17079	Rob Kent	Rob Kent	Centegix Office Booth 2	Booth	Lockdown	a few seconds	None	2/17/2020 10:00
17080	Brent Coleman	Rob Kent	Centegix Office Booth 2	Unknown Location	Lock Out	a minute	None	2/17/2020 10:00

Collect valuable data to enhance the districts annual Safety and Security plan.

- Reporting
- Analytics
- Response data
- Integrations
- Alert closure & reason

Critical data can help direct resources and budgets towards schools with higher needs to justify spend.

TRADITIONAL INFRASTRUCTURE



Elementary School:

Time to implement

3 weeks

\$168,506.75



Middle School:

Time to implement

5-6 weeks

\$231,531.50



High School:

Time to implement

6-8 weeks

\$368,567.25

Don't forget...

Bid Bonds, RFPs, Legal Fees, Consultants, District Construction Overhead, or Prevailing Wage/Certified Payroll costs also need to be factored into the overall cost.

HELP ALERT!®

Douglas County ESD

Winston-Dillard School District

Proposal





Deal Number: 25491
 Proposal #: 25491-1
 Discount Applied: Yes
 Poposal Date: 10.18.2023
 Valid Until: 11.18.2023
 Account Manager: Nick Vaghasiya

Account: Douglas County ESD - Winston Dillard SD 16
 Address: 620 NW Elwood St.
 Winston, OR 97496
 Contact: Kimberly kellison
 Email: kellisonk@wdsd.org
 Phone: 541-915-1339

SKU	Product Name	Quantity	MSRP Price Per Unit	Discount Price Per Unit	Total Price after Discount	Total Savings
Hardware:						
1000-9177	Help Alert FOB - BTL Kit (braket, clip, lanyard, locking key, thumb, batteries)	221	\$ 150.00	\$ 84.99	\$ 18,782.79	\$ 14,367.21
1000-9118	Help Alert Hub - BTL	149	\$ 120.00	\$ 67.25	\$ 10,020.25	\$ 7,859.75
1000-9116JK	Help Alert Locator Beacon - BT	492	\$ 41.16	\$ 19.50	\$ 9,594.00	\$ 10,656.72
1000-9125	LoRa Gateway (Configured)	6	\$ 882.74	\$ 499.00	\$ 2,994.00	\$ 2,302.44
100-9127	LoRa Gateway Repeater (Configured)	2	\$ 802.49	\$ 499.00	\$ 998.00	\$ 606.98
0570-0020K	Antenna Kit	8	\$ 825.00	\$ 499.00	\$ 3,992.00	\$ 2,608.00
0910-0328	Full Rack Mount Server, Help Alert	5	\$ 9,999.00	\$ 5,500.00	\$ 27,500.00	\$ 22,495.00
1000-9186	Help Alert 911 Integration Kit	5	\$ 2,499.00	\$ 899.00	\$ 4,495.00	\$ 8,000.00
0380-0059	Battery, 3.3V Lithium D-Cell w/PTC Protection	149	\$ 43.26	\$ 43.26	\$ 6,445.74	\$ -
0220-0361	Help Alert Hub- BTL Case	192	\$ 28.99	\$ 16.00	\$ 3,072.00	\$ 2,494.08
					\$ 87,893.78	\$ 63,530.43
Planning, Install, Training, & Warranty						
SKU	Product Name	Quantity	MSRP Price Per Unit	Discount Price Per Unit	Total Price after Discount	Total Savings
3000-3641	Help Alert Planning, Install & Training Services (Per Building)	1	\$ 23,997.00	\$ 16,700.00	\$ 16,700.00	\$ 7,297.00
					\$ 16,700.00	\$ 7,297.00
Software (Year Term)						
SKU	Product Name	Quantity	MSRP Price Per Unit	Discount Price Per Unit	Total Price after Discount	Total Savings
1000-4512-EDU	Help Alert Management System Year 1 (Small Building)	3	\$ 7,499.00	\$ 3,000.00	\$ 9,000.00	\$ 13,497.00
1000-4513-EDU	Help Alert Management System Year 1 (Medium Building)	1	\$ 9,999.00	\$ 3,000.00	\$ 3,000.00	\$ 6,999.00
1000-4514-EDU	Help Alert Management System Year 1 (Large Building)	1	\$ 14,999.00	\$ 3,000.00	\$ 3,000.00	\$ 11,999.00
3000-3642-EDU	Help Alert Management System (Small Building Annual Renewal)	12	\$ 4,999.00	\$ 3,000.00	\$ 36,000.00	\$ 23,988.00
3000-3643-EDU	Help Alert Management System (Medium Buidling Annual Renewal)	4	\$ 7,499.00	\$ 3,000.00	\$ 12,000.00	\$ 17,996.00
3000-3644-EDU	Help Alert Management System (Large Building Annual Renewal)	4	\$ 9,999.00	\$ 3,000.00	\$ 12,000.00	\$ 27,996.00
					\$ 75,000.00	\$ 37,485.00

Hardware Total:		\$ 87,893.78
Install Total:		\$ 16,700.00
Software Total:		\$ 75,000.00
		\$ 179,593.78
Estimated Tax:	Taxes to be applied at invoicing unless tax exempt	\$ -
Shipping:		\$ 1,318.41
GRAND TOTAL:		\$ 180,912.19

Notes: The total amount for this opportunity is: \$ 287,906.21
 The total discount applied for this opportunity is \$ 108,312.43
 Total Discount percentage applied is 38%
 Total total price after discounts before taxes: \$ 179,593.78
 ***This price includes all hardware, Installation, and Software for 5 Years. A renewal for software will be scheduled at the end of year 5. ***

Buyer:
 I certify that I am an authorized agent for my organization and my organization wishes to purchase product(s) from Rf Technologies, Inc. I have read and accept the proposal including the Bill of Materials, Customer Information Form(CIF), and the Terms & Conditions of Sale.
Additional Materials included in the link provided here:
[Product Warranty, Software License Agreement, Software License and Support, Customer Installation Responsibilities](#)
 By signing this form the customer has agreed to all attachments and also the documents provided in the link above.
 Any Changes to this proposal will require a new proposal, Visit Terms and Conditions and Customer Responsibilities for full details.

Authorized Agent Signature: _____

Date: _____

* To place the order please submit a signed purchase order to nvaghasiya@rft.com

Print Authorized Agent's Name and Title: _____



Terms and Conditions of Sale

RF Technologies, Inc., (herein referred to as “**Seller**”) makes this Proposal this _____ day of _____, 20____ to sell the below described product(s) (herein referred to as “**Product**”) to Customer. By signing this Proposal, Customer agrees Customer is an authorized agent for Customer’s organization (herein referred to as “**Customer**”), that Customer agrees to purchase the Product and that Customer has read, understands and agrees to these Terms and Conditions and all documents included with this Proposal.

1. Proposal Date and General Terms

- 1.1. This Proposal is valid for ninety (90) days from the date of this Proposal to guarantee Product part number availability and pricing. In the event Seller receives this Proposal with Customer acceptance after this Proposal expires, Seller reserves right to update pricing and/or Product offerings via change order or revised Proposal.
- 1.2. Upon signature by Customer and return of this document to Seller within 90 days of the date of this Proposal, these Terms and Conditions of Sale govern the sale of the Product to Customer (“**Terms & Conditions of Sale**” also referred to herein as “**Agreement**”).
- 1.3. Seller reserves the right to review and adjust system configurations and specifications to assure the Customer is provided a fully functional system at time of Commissioning (defined as the test performed by Seller to verify the system functions according to the Product Specifications and intended system design). In the event a Product has been updated between date of Proposal and date of shipment, Seller reserves the right to substitute Product(s) with similar or better functionality to those included on Proposal at no additional charge to Customer.
- 1.4. If upgrading any portion of the system, Customer has the sole responsibility for all security and life safety needs during the upgrade process. Seller will take all reasonable actions to complete the work with minimal effect to system downtime. Customer will be notified in advance of anticipated downtime of the system so that appropriate security and life safety measures can be activated.
- 1.5. In the event of a conflict in language between Seller’s Terms and Conditions of Sale and the Customer’s purchase order, Seller’s Terms and Conditions of Sales shall prevail.

2. Customer Responsibilities and Supplied Information

- 2.1. This Proposal includes several components including a Bill of Materials, Scope of Work, Product Warranty, Customer Installation Responsibilities, Software End User License Agreement, and may include a Proposed Floor Plan system drawing. Information included in this Proposal is based on Seller’s current understanding of existing or planned facilities, desired Customer workflow, system requirements, regulatory requirements, and other factors as described or verified by Customer (herein referred to as “**Supplied Information**”). Supplied Information may also include Customer existing floor plans, current building structure and building materials, construction plans, electrical work, or availability of Customer resources prior to and/or during installation.
- 2.2. Customer is solely responsible for the accuracy and completeness of Supplied Information and warrants that Supplied Information is accurate and complete. During Proposal development Seller’s investigation into existing facilities, desired Customer workflow, system requirements, regulatory requirements, etc. have been performed in good faith and do not relieve Customer’s sole responsibility in this regard. In the event additional equipment or labor is required due to structural, environmental, or other considerations, any additional materials, labor required, trip charges, etc. will require a Proposal addendum and/or change order(s) at additional cost. If Proposal addendums or change orders require additional investigation or otherwise cannot be completed within the original timeframe, additional trip charges or reschedule fees may apply.
- 2.3. Customer is responsible to provide all environmental conditions, power requirements, wireless access point locations, room name and numbering, etc. specified within the Supplied Information and Proposal, and for notifying Seller if any of these conditions have changed between time of Proposal and time of Installation. In the event Seller’s installation team finds any incomplete or inadequate conditions that do not match Supplied Information or Proposal (e.g., electrical pre-work not performed as planned, etc.) Customer will be responsible for any additional time, travel, and material costs incurred by Seller to complete the installation. If additional work cannot be completed within the original timeframe, additional trip charges or reschedule fees may apply.



- 2.4. Customer is responsible for obtaining all required permits and for compliance with applicable federal, state, and local laws, codes and regulations. Any permitting, engineering, state, regulatory fees incurred by Seller will be billed to the Customer with appropriate processing fees. If included in Proposal, Paging and Two-Way Radio systems must be licensed per FCC regulations. Customer is solely responsible for obtaining and maintaining FCC license(s) and other ongoing permits or licenses.
- 2.5. While Seller has designed Product to operate in diverse environments, radio frequency system components are subject to radio frequency propagation anomalies, radio frequency interference, or noise that may prevent the Product from operating properly. In the event radio frequencies are not able to penetrate the intended environment, Customer will be responsible for additional costs in equipment and/or labor to remedy the situation. In the event such radio frequency noise is present in Customer environment, Customer is responsible for making necessary environmental changes, adjustments to offending equipment, and/or repairs to sources of radio frequency interference. If additional work cannot be completed within the original timeframe, additional trip charges or reschedule fees may apply.
- 2.6. Installation support, if not included in Proposal, is available at Seller's current labor rate plus transportation charges.
- 2.7. Additional Customer responsibilities are included in the Customer Installation Responsibilities document. See Customer Installation Responsibilities Document, which is incorporated into these Terms & Conditions.

3. System and Software Terms

- 3.1. For system/server based Product, Seller specifically disclaims any liability to Customer, guests, residents, patients and third parties for any claims arising out of the following actions or inactions of Customer, Customer's Agents, consultants, and/or third parties hired by Customer: (a) Failure to make necessary repairs to any sources of radio frequency interference or noise that prevent the Product from operating properly; (b) Neglect, including failure to act on system alarms and events, and misconduct; (c) Wrongful or reckless use of the Product; (d) Network or computer configurations; (e) System support or the availability of the required network; (f) Viruses or malware from Customer's network or computers or third party software not supplied by Seller; and (g) Problems or failures due to software patches or third party software not supplied by Seller. Customer specifically waives any claim for liability against Seller for the actions or inactions described in this paragraph. Customer agrees to indemnify and hold Seller harmless from liability to Customer, guests, residents, patients and third parties for any claims arising out of the actions or inactions described in this paragraph. These indemnity obligations include but are not limited to the payment of all costs, including attorney's fees, relating to any such claim.
- 3.2. The Software End User License Agreement(s) provided with Software include details on certain Customer entitlements and Customer responsibilities associated with purchase and use of Seller's software. Refer to the Software End User License Agreement (EULA) for details.
 - 3.2.1. For customers purchasing CODE ALERT® and SAFE PLACE® Software versions 10.x and earlier: Customers purchasing Software are granted a perpetual, non-exclusive, non-transferable license to use Seller's software. This license is granted for the purchased version family and entitles Customer to software maintenance releases in the same series or version family (e.g., Version 10.0 license grants Customer entitlement to Version 10.1 release, Version 10.2, etc. but not Version 11.0). Upgrade entitlements will include software maintenance updates but not optional or licensable features. Customer is responsible for installation of software maintenance versions unless otherwise covered by a Service Agreement.
- 3.3. Certain Seller systems require an annual Software Maintenance Agreement, as specified in the Software License Agreement. Software Maintenance Agreements are billed annually based upon the original Software ship date and provide additional entitlements specified in the Software Maintenance Agreement. See Software Maintenance Agreement(s) document for additional details.
- 3.4. Customer is responsible for purchase of Microsoft Client Access Licenses to provide concurrent web access in applicable software systems.

4. Scheduling, Shipment, Financial and Payment Terms

- 4.1. Seller will schedule project after receipt of signed Proposal, written purchase order (if required by Customer); and after credit approval and down payment requirements are met. If Proposal includes installation supplied by



Seller, shipment will be coordinated with the Seller's installation schedule, as applicable. Customer requests for expedited installation (within 5 business days of Proposal signature) will be billed an expedite fee.

- 4.2. Seller provides all shipments F.O.B. Brookfield, Wisconsin. All freight charges are borne by Customer and will be billed on invoice(s).
- 4.3. Upon receipt of the order shipment, Customer must inspect all cartons to verify the accuracy and condition of the shipment. Any discrepancies must be brought to Seller's attention within five (5) working days of order receipt. Customer must report missing or damaged packages to the carrier. Note that Product may be shipped in multiple shipments and from more than one location, affecting the arrival date of the complete shipment.
- 4.4. Customer is responsible for proper storage and handling of shipment after receipt. Any damage incurred past order receipt and acceptance is Customer's sole responsibility. Parts unable to be installed due to damage must be replaced at additional cost to Customer.
- 4.5. Payment Terms are Net Thirty (30) days from invoice date. Invoices are generated upon product shipment or performance of service. Finance Charges of 1.5% per month (18% annually) will be charged on all past due balances, in addition to any costs of collection, including attorney's fees. Seller reserves the right to review Customer credit history and set other additional terms of sale. Customer acknowledges that the Finance Charges specified in this Proposal do not violate any applicable usury or other applicable state statutes regulating the interest rate, fees and other charges that may be collected with respect to the Payment Terms of this Proposal. This Proposal is entered into between corporations, limited liability companies or other business entities and does not pertain to a consumer loan. The parties intend a court to uphold and enforce the Payment Terms and Finance Charges specified in this Proposal so as to effect the original intent of the parties.
- 4.6. A down payment of 1/3 the total project cost may be required. If a down payment is required no scheduling, shipment or work will be performed until payment is received. Down payments will be credited to the customer account and project. The down payment amount will be visibly credited on subsequent project invoices.
- 4.7. Customer is responsible for all applicable sales, transfer, excise, and/or use taxes. Seller may collect such taxes as required unless the Customer provides a valid sales tax exemption certificate.

5. Termination

- 5.1. Each party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 5.2. In the event Customer cancels this Agreement prior to completion, Customer will be responsible for all shipping, material and labor costs incurred prior to cancellation. Seller may, at its sole discretion, credit Customer's account for unused equipment minus return shipping costs and restocking fees.
- 5.3. Return or exchange of product may be subject to a twenty-five percent (25%) restocking fee. All returns require Seller's prior Return Material Authorization (RMA). The return shipment must clearly indicate the RMA number.
- 5.4. In the event of breach of any of these Terms and Conditions by either party and the failure of the breaching party to correct such breach within ten (10) business days after receipt of written notice of the breach by the breaching party, the other party may terminate this Agreement immediately with notice to the breaching party.
- 5.5. If either party ceases operation, becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors or is the subject of a bankruptcy, insolvency or receivership proceeding, the other party may terminate upon notice of termination.
- 5.6. Upon termination, any amounts owed Seller hereunder will be immediately due and payable.
- 5.7. Upon termination, Seller will not be liable to Customer for any profits, future profits, exemplary, special or consequential damages.

6. Confidential Information

- 6.1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party shall include the terms and conditions of this Agreement and all Ordering Documents, as well as business and marketing plans, research, development, services, customers, customer lists, designs, drawings, technology and



- technical information, products, product plans, software, developments, inventions, processes, formulas, finances, and business processes of such Party. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. Furthermore, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of any such disclosure (to the extent not legally prohibited) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 6.2. **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event less than reasonable care) not to disclose any Confidential Information of the Disclosing Party or use it for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, Contractors and agents who need such access for purposes consistent with this Agreement, who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein, and for whom the Receiving Party remains fully liable.
- 6.3. **Injunctive Relief.** Each Party acknowledges that the extent of damages in the event of any threatened or actual breach of this Section 6 would be difficult or impossible to ascertain and that there would be available no adequate remedy at law in the event of any such breach. Each Party therefore agrees that, in the event it breaches this Section 6, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled at law or in equity. Any such relief shall be in addition to and not in lieu of any relief in the form of monetary damages.
- 6.4. Upon termination of this Agreement, Receiving Party shall return to Disclosing Party within ten (10) business days of Termination all Confidential Information Disclosing Party provided to Receiving Party.

7. Ownership of Intellectual Property

- 7.1. **"Intellectual Property Rights"** means any patent, copyright, tradename, trademark, service mark, mask works, trade secrets, know-how, or any other Intellectual Property right or proprietary right, whether registered or unregistered.
- 7.2. **"Documentation"** means the written materials associated with these Terms and Conditions, the Products and provided by Seller to Customer.
- 7.3. Seller shall retain all Intellectual Property rights, including without limitation all worldwide right, title and interest, related goodwill and confidential and proprietary information in and to the Products and Documentation and any modifications and any derivative work based on or including any parts of the Products and Documentation.

8. Notices

- 8.1. Any notice required or permitted under this Agreement shall be in writing and shall be delivered: (a) by personal delivery; or (b) by a recognized overnight courier, such as UPS or Fed Ex.

Notices to Seller shall be sent as follows:

Chief Financial Officer
RF Technologies, Inc.
3125 North 126th Street
Brookfield, WI 53005



Notices to Customers shall be sent as follows:

Either Party may designate a different person or address by providing written notice to the other party.

9. Governing Law and Dispute Resolution

- 9.1. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to that jurisdiction’s conflicts of laws or choice of law rules, and each Party agrees to submit to the exclusive jurisdiction of the State Courts and Federal Courts located in the State of Wisconsin.
- 9.2. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration. The arbitration will be conducted by a single arbitrator selected by the parties. In the event the Parties cannot agree on a single arbitrator, a three-person arbitration panel will be used with each party selecting one arbitrator and the two arbitrators selecting a third. The arbitration will be conducted in English in accordance with the Commercial Arbitration Rules of the American Arbitration Association without regard to the amount in dispute. The decision of the arbitrator(s) shall be binding and enforceable in any State or Federal Court in Wisconsin and each party consents to the personal jurisdiction of any State or Federal Court in Wisconsin. The expenses of the arbitration (excluding each parties own attorneys’ fees, costs and expenses) shall be paid in equal shares, but the total of such expenses plus any award of attorneys’ fees, costs and expenses shall be paid as the arbitrator(s) determines. Nothing in this section precludes Seller from seeking provisional or equitable relief in the State or Federal Courts of Wisconsin.

10. Attorney’s Fees

- 10.1. If any legal action or proceeding is brought for the enforcement of these Terms and Conditions or arises from an alleged breach, dispute, default or misrepresentation in connection with any of the provisions of these Terms and Conditions, the prevailing party or parties shall be entitled to recover reasonable attorneys’ fees and other costs incurred as a result of such legal action or proceeding.

11. Miscellaneous

- 11.1. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and the Parties acknowledge that this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and nothing herein, whether express or implied, shall infer upon any person or entity, other than the Parties, their permitted successors and assigns, any legal or equitable rights whatsoever to enforce any provision of this Agreement
- 11.2. **Force Majeure.** Seller shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Seller (each a "Force Majeure Event"). Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- 11.3. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the maximum extent necessary that this Agreement will remain enforceable and in full force and effect.
- 11.4. **Entire Agreement.** These Terms and Conditions along with the associated and referenced documents constitute the entire Agreement between the parties. No modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought.



11.5. **No Waiver of These Terms.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

11.6. **Survival.** Sections 3.1, 5.2, 5.3, 5.6, 5.7, 6.7, 9, 10 and 11 of these Terms and Conditions shall survive any termination of these Terms and Conditions.

Dated this _____ day of _____, 20_____.

SELLER

CUSTOMER

Signature

Signature

Name Printed

Name Printed



Product Warranty

RF Technologies, Inc. (herein referred to as “**Seller**”), warrants to the Customer that during the Warranty Period (defined below) the Seller’s product(s) (herein referred to as “**Product**”) will be free from manufacturing defects and will conform to the Seller’s Product Specifications, which are available upon request.

Warranty

1. The Warranty Period is defined as follows:
 - a. For Product sold, installed and Commissioned (defined as the test performed by Seller to verify the system functions according to the Product Specifications and intended system design) by Seller, other than Product identified below, warranty coverage is provided for a period of twelve (12) months from the date of system Commissioning. Warranty coverage includes parts and labor provided during Seller’s standard business hours.
 - b. Product sold by Seller, not installed by Seller but Commissioned by Seller, other than Product identified below, is covered under warranty for a period of twelve (12) months from date of Commissioning. Warranty coverage includes parts but excludes labor.
 - c. Product sold by Seller but not installed or Commissioned by Seller, other than Product identified below, is covered under warranty for a period of ninety (90) days from date of invoice. Warranty coverage includes parts but excludes labor.
2. For the below identified Products, warranty coverage is as follows:
 - a. CODE WATCH® transmitters, CODE ALERT® transmitters, and SAFE PLACE® transmitters are warranted for the period labeled on the transmitter.
 - b. Pagers are warranted for ninety (90) days from the date of invoice.
 - c. QUICK RESPONSE® pendants and QUICK TOUCH® pendants are warranted for twelve (12) months from the date of invoice.
 - d. PINPOINT locator beacons, HELP ALERT® pendants and EXACTRACK® equipment locators are warranted for a standard twelve (12) months, unless an extended warranty with advance replacement is purchased upfront and included in the original invoice. Battery replacement service is not provided under this warranty.
 - e. SENSATEC® Fall Management control units are warranted for a period of twenty-four (24) months from the date of invoice.
 - f. Fall Management pads are warranted for the period of days as indicated on the pad label, or for a period not to exceed twelve (12) months from the date of shipment from Seller.
 - g. Service labor performed outside of the product warranty period is warranted for thirty (30) days from the date of service. Service warranty applies only for the services provided.
 - h. Warranty on purchased refurbished parts is ninety (90) days from date of shipment.
3. Technical phone support for Product under warranty is available 24/7.
 - a. Computer-based systems may require a remote connection to adequately supply technical phone support. Warranty-period technical phone support requests without remote connection capabilities may be subject to support charges at Seller’s current technical support rates. In the event on-site service is required, Customer will be billed current on-site service rates.
 - b. PINPOINT technical support requiring engineering (Level III) assistance will be available during Seller’s traditional business hours (Monday-Friday 8:00 a.m. to 5:00 p.m. Central Time), excluding Seller’s observed holidays. List of Seller’s observed holidays can be obtained upon request from your RF Technologies representative.
4. Labor covered under warranty is performed during Seller’s traditional business hours (Monday-Friday 8:00 a.m. to 5:00 p.m. Local Time), excluding Seller’s observed holidays. List of Seller’s observed holidays can be obtained upon request from your RF Technologies representative.
5. This Warranty is a limited warranty and is the only warranty made by Seller. Customer’s sole remedy for any defect shall be repair or replacement, at Seller’s discretion, of any part, returned to the Seller, shipment prepaid, and which upon examination is found by Seller to be defective. Alternatively, Seller may, at its sole option, elect to refund the purchase price paid for the defective Product. All testing criteria shall be based on Seller’s product-specific test procedures.



6. Seller reserves the right to use refurbished parts for warranty repairs or replacements. No allowance shall be made for local repair bills or expenses without the prior written approval of Seller. If Seller determines that the Product is not covered by the Warranty, Customer will pay cost of repair at Seller's then current rate plus all transportation costs.
7. If Seller elects to replace any part, such replacement will not extend the duration of this Warranty. Transmitters, pendants and pagers replaced under Warranty will be warranted for the original unit's Warranty Period.

Exclusions

1. Warranty coverage does not include, and Seller disclaims any liability for, any defect or performance failure or deficiency (including failure to conform to product descriptions or specifications) which results, in whole or in part, from:
 - a. Improper storage (including exposure to rain, snow, etc.), handling, misuse, maintenance, installation, or modification of the Product by Customer, its employees, agents, or contractors, as determined by an authorized representative of Seller.
 - b. Absence of any product, component, or accessory recommended by Seller, but omitted at Customer's direction, including but not limited to transmitters and banding materials not tested and approved.
 - c. Any design, specification, or instruction changed by Customer, its employees, agents, or contractors.
 - d. Failure to comply with any applicable instructions or recommendations of Seller, including installation, maintenance, testing, and training procedures, as determined by an authorized representative of Seller.
 - e. Physical damage occurring to transmitters or other components after receipt and acceptance by Customer.
 - f. Integration or use of any components, systems, process, software patches, software, or equipment not sold or provided by Seller.
 - g. Acts of God, acts of civil or military authority, fires, floods, strikes, or other labor disturbances, war, riot, or other causes beyond the reasonable control of the Seller.
 - h. Damage due to moisture, dust, dirt, and facility renovations.
 - i. Unregulated and or out of specification electric power, temperature, and/or humidity, as determined by an authorized representative of Seller.
 - j. Radio frequency interference in the Product's operating environment. It is Customer's responsibility to make necessary repairs to the building, power supply, or any sources of radio frequency interference or noise that prevents Product from operating properly. This includes, but is not limited to, doorways, elevator drives, door motors, light ballasts, door sensors, televisions, and computer monitors. Customer is responsible for labor and investigation expenses (i.e. noise assessment) that results in finding a condition listed in warranty exclusions.
 - k. Customer's non-performance of its responsibilities and obligations. Non-compliance with remote connectivity requirements outlined in the Terms and Conditions may result in loss of Customer's privileges to Seller's technical phone and warranty on-site support.
2. Charges for remote and on-site support will be imposed during the Warranty Period if any of the Warranty Exclusion conditions are met.

EXCEPT AS EXPRESSLY SPECIFIED, THE PRODUCT(S) ARE PROVIDED "AS IS". THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TECHNOLOGICAL VALUE.

The preceding paragraphs set forth Customer's exclusive remedies and Seller's sole liability for claims based on the failure of the Product to meet any Warranty, whether the claim is in contract, warranty, tort (including negligence and strict liability), or otherwise, and however instituted, and upon the expiration of the applicable Warranty Period, such liability shall terminate. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA AND LOSS OF BUSINESS OPPORTUNITY, RESULTING FROM THE USE, INABILITY TO USE, OR FAILURE OF ANY OF SELLER'S PRODUCTS, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR IN CONTEMPLATION OF THE PARTIES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



HELP ALERT® Software License Agreement

READ THE TERMS AND CONDITIONS OF THIS SOFTWARE END USER LICENSE AGREEMENT (THE “EULA”, “LICENSE AGREEMENT” OR “AGREEMENT”) CAREFULLY BEFORE SIGNING BELOW. THE EULA REPRESENTS THE SOLE AND ENTIRE AGREEMENT FOR THE SOFTWARE BETWEEN YOU (“CUSTOMER”) AND RF TECHNOLOGIES, INC. (“RFT”), AND IT SUPERSEDES ANY PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, OR UNDERSTANDING BETWEEN RFT AND CUSTOMER (COLLECTIVELY REFERRED TO HEREIN SOMETIMES AS “PARTIES” AND IN THE SINGULAR AS “PARTY”) RELATING TO SUCH SOFTWARE LICENSING.

1. PRELIMINARY STATEMENT. RFT owns the HELP ALERT® Software, (“**Software**”), the Collected Data Set, and any accompanying User’s Manual(s) and any online documentation, and any and all copies of the foregoing (collectively referred to as the “**Program**”) and, under this separate License Agreement between RFT and the CUSTOMER, RFT granted CUSTOMER, and CUSTOMER accepts, a nonexclusive, nontransferable and limited license to use the Program in accordance with the provisions of said EULA (“**Licensed Software**”).
2. **Definitions**
 - 2.1. “**Maintenance**” shall mean the services provided by RFT hereunder for Licensed Software which shall consist of providing Software updates and documentation changes which may accompany these Software updates subject to the terms and conditions set forth herein.
 - 2.2. “**Release**” shall mean general commercial availability of Software, User Manuals, documentation, and related items. “**Latest Release**” shall mean the most current software that achieved general commercial availability according to official RFT commercialization processes.
 - 2.3. “**Major Release**” shall mean a Release of the entire Licensed Software or some designated part thereof, for the purpose of replacing the earlier Licensed Software in its entirety. Major Releases may add enhancements to usability or value of the product, functional enhancements, Standard Features (as defined below), Licensed Features and/or Licensed Packages (as defined below), at the sole discretion of RFT.
 - 2.4. “**Minor Release**” shall mean a release of the Licensed Software other than a Major Release. Minor Release may include enhancements to usability or value of the product, functional enhancements, and/or Standard Features (as defined below), at the sole discretion of RFT.
 - 2.5. “**Software Family**” shall mean a software platform defined at the sole discretion of RFT. (E.g., Help Alert which includes releases 1.1, 2.1, 3.1, etc. where integer numbers relate to a “Major Release” and decimal numbers relate to a “Minor Release” as defined below.)
 - 2.6. “**Licensed Features**” and “**Licensed Packages**” shall mean optional Software feature or package licenses available to be purchased by Buyer, which enables a feature or set of features within the Software. These features will either be in a “Purchased” state or “Unpurchased” state according to Buyer purchase.
 - 2.7. “**Standard Features**” shall mean Software features or packages that are considered part of the base software.
 - 2.8. “**Collected Data Set**” shall mean the data and database collected in the Software by devices, network components, user inputs, system logs, and all other means.
 - 2.9. “**Installation**” and “**Install**” shall refer to the process of loading software on to a computer system, including placing the Software on a computer instance or updating Software on the computer instance in a manner that makes it functional for the purposes of the Software.
 - 2.10. “**RFT**” includes RF Technologies, Inc., its divisions, assignees, subcontractors, suppliers and affiliates, and their respective directors, officers, employees and agents.
3. **Grant of License.** In this License Agreement, you, the purchaser of the license rights granted by this Agreement, are referred to as “Customer.” Subject to the terms and conditions of this Agreement and so long as Customer is not in breach of any of the terms of this Agreement, RFT grants to Customer and Customer accepts from RFT a perpetual nonexclusive, nontransferable license (the “License”) to use the Program, including use of one copy of the Software in machine readable object code solely for Customer’s internal business purposes. Except for the License granted above, no other license or right shall be deemed granted or implied under this Agreement.



4. Customer Entitlement to Software and Maintenance Support

- 4.1. For the first twelve (12) months from purchase date, Buyer will be granted a Software License to all Major Releases and Minor Releases of software that occur within the Software Family during the term of this agreement ("Entitlement"). The Entitlement will include provision for Standard Features, Purchased Licensed Features and Purchased Licensed Packages previously purchased by Buyer. Such Major Releases or Minor Releases, when delivered, shall become part of the Licensed Software and be maintained in accordance with this Agreement and shall otherwise be subject to all of the terms of the License Agreement.
- 4.2. Excluded from this Entitlement are Licenses for Unpurchased Licensed Features and Unpurchased Licensed Packages. These features and packages must be purchased separately to be activated within the Software.
- 4.3. Remote Maintenance support for Major Releases and Minor Releases will include remote support via Telephone and Virtual Private Network (VPN) connection, provided the VPN has been previously tested and approved by RFT technical support. Customer assumes certain responsibilities outlined in Section 7 regarding remote installations support.
- 4.4. When applicable, Remote Maintenance support will be included in the Entitlement, limited to installation of the Latest Release and the Release just prior to the Latest Release. For example, if two subsequent releases are numbered 1.0 and 1.1, upon Release 1.0 Entitlement will include maintenance to Install Release 1.0 and Release 1.1. Remote Support must be used within the Entitlement term as defined in this Section 4.
- 4.5. In the event Customer does not have an RFT-approved VPN, in order to satisfy any delivery obligation hereunder, RFT may, in its discretion, send Customer in digital media form a single copy of any Software updates or modification to the Software provided pursuant to this Agreement, together with instructions for Customer's installation and implementation thereof. Such Software updates or modification, when delivered, shall become part of the Licensed Software and be maintained in accordance with this Agreement and shall otherwise be subject to all of the terms of the License Agreement.
- 4.6. On-site update or upgrade assistance is not provided hereunder but may be made available through other service agreements, or at RFT's sole discretion on a case-by-case basis at then-current RFT rates for labor, travel time, transportation, subsistence and materials, during normal business hours, excluding holidays observed by RFT.

5. Data Usage

- 5.1. The Software License granted herein allows Customer non-exclusive use of the Collected Data Set contained in the Software, including data regarding system performance, alarms and alerts, and other data or metrics made available via reporting functions of the Software, or exporting functions of the Software. This License is limited to Customer and authorized agents specified in Section 6. This License is granted for the period covered by the Software License detailed in Section 9.
- 5.2. In the event Software Licenses are terminated Customer will retain right to use any portion of the Collected Data Set exported for archive purposes, provided data is archived prior to the deadlines set forth in Section 9.4. Customer must inform RFT, in writing, of all data retained prior to the deadlines set forth in Section 9.4.
- 5.3. RFT retains all rights to Collected Data Set use excepting those rights granted Customer in this Section 5. All other data integrations, modifications, manual or automatic data export processes, real-time or retrospective data collections, or other unauthorized use constitutes a breach of this License Agreement.
- 5.4. RFT is under no obligation to store the Collected Data Set for any specific period of time, and has sole discretion as to the duration, method, and location of data retention.

6. Customer's Covenants

- 6.1. Customer shall not disclose the Program or any part thereof except to those of its employees who require such disclosure to perform duties in the scope of their employment for Customer. Customer shall maintain the Program so as to prevent unauthorized disclosure or copying. Customer shall (a) adopt and enforce such internal policies, procedures, and monitoring mechanisms as are necessary to ensure the Program is used only in accordance with the terms of this Agreement; and (b) take all steps necessary to ensure no person or entity will have unauthorized access to the Program.
- 6.2. Customer shall not assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Program or any portion thereof or otherwise permit any third party to use or have access to the Program whether by



timesharing, networking, or any other means, unless the following conditions are satisfied: (a) Customer seeks and receives RFT's prior written consent to the transfer; (b) Customer transfers the Program and accompanying written material on a permanent basis; (c) Customer retains no copies; and (d) the recipient provides RFT written consent to the transfer including agreement to be bound by the terms and conditions of this Agreement. Notwithstanding any such transfer, Customer shall remain a party to this Agreement and shall not be relieved of any of its responsibilities or obligations hereunder. RFT will not unreasonably withhold consent to transfers executed as described herein.

- 6.3. Excepting provision for data export as outlined in Section 5, Customer shall not modify, translate, reverse engineer, decompile, or disassemble the Software or possess the Software or any portion thereof other than in machine-readable object code.
- 6.4. Customer shall have the right to make a copy of the Software solely for archival or backup purposes. Customer shall not copy the Software in whole or in part except as provided above and shall not permit any third party to make a copy of the Software.
- 6.5. Customer shall not remove any copyright, trademark, patent, or other proprietary notices from the Program or any portion thereof.
- 6.6. Customer shall use the License only on equipment approved by RFT. If the License is used by Customer on equipment which has not been approved by RFT, such use shall be at Customer's sole risk and shall constitute a waiver of any and all warranties provided herein.
- 6.7. In addition to any other rights and remedies which Customer may have at law or in equity, in the event of Customer's breach or threatened breach of any of the provisions of this Section 6, RFT shall have the right to obtain a permanent or preliminary injunction preventing such breach or threatened breach.

7. Customer Responsibilities

- 7.1. Customer assumes full responsibility for (a) the selection of the licensed software; (b) the proper installation and use of the licensed software; (c) verifying the results obtained from the use of the licensed software; and (d) taking appropriate measures to prevent loss of data, protect against software viruses and protect against software security breach.
- 7.2. Customer is responsible to schedule and maintain versions of Software to within one version of the current latest Major or Minor release. See Section 4.4 for exclusions of service for versions of Software more than one release out-of-date.
- 7.3. Customer is responsible to maintain System operation and readiness for update or upgrade to the Software. Any additional time or materials required to achieve readiness for Software update or upgrade will result in additional charges to Customer, notwithstanding any additional Service Agreements.
- 7.4. Customer is solely responsible for security and life safety procedures during system update or system upgrade. Appropriate measures for life safety including but not limited to guarding doors, providing alternate call systems, and all other life safety needs must be defined by Customer policies and procedures. In the event life safety system is inoperable during the update or upgrade process, either planned or unplanned, Customer is responsible for executing these alternate life safety procedures.

8. Intellectual Property

- 8.1. Customer acknowledges and agrees that RFT has and will retain all right, title, interest, and ownership in and to the Software and its source code together with any updates, any Collected Data Sets and User Manuals, and any modifications, revisions, changes, copies, partial copies, translations, compilations, and any derivative work and any copies or updates (collectively "**RFT's Property**").
- 8.2. All applicable rights to patents, copyrights, trademarks, trade secrets, and all other property rights in RFT's Property shall be and shall remain in RFT, and neither Customer nor its employees, agents, or assigns shall have any property interest in RFT's Property. RFT shall have all authorship rights therein. Any application or modification developed by either Customer or RFT to be used in conjunction with the Program will be included in RFT's Property.
- 8.3. RFT's Property shall belong exclusively to RFT, with RFT having the right to obtain and to hold in its own name, patents, copyright registrations or trademark registrations, or such other protection as may be appropriate to the subject matter and any extensions and renewals thereof.



- 8.4. Customer acknowledges that RFT's Property constitutes confidential proprietary information and trade secrets of RFT, whether or not any portion thereof is or may be the subject of a valid copyright or patent. Customer shall maintain all information and data contained in RFT's Property or any portion thereof in strict confidence.

9. Term and Termination

- 9.1. The License granted to Customer hereunder is perpetual and will continue unless terminated as provided herein.
- 9.2. RFT shall have the right to terminate this Agreement and the License granted herein upon ten (10) days written notice to Customer if Customer or its agents or employees breaches or violates any provisions of this Agreement or any of the terms of the Terms and Conditions of Sale for the Software.
- 9.3. RFT shall upon termination have the right, at any time, to take immediate possession of the Program and all copies wherever located without demand or notice.
- 9.4. Customer shall upon termination of the License (a) discontinue all use of the Program; (b) deliver to RFT or destroy all media containing the Program, or any part thereof and all copies of the Program, or any part thereof contained in any computer memory, hard drive, networks or data storage apparatus under the control of Customer; and (c) certify to RFT within five (5) days after the termination of this Agreement that Customer has delivered to RFT or destroyed all copies of the Program in accordance with this Section 9.
- 9.5. Without limiting any of the above provisions, if this Agreement is terminated by RFT as a result of Customer's failure to comply with any of its obligations under this Agreement or the Terms and Conditions of Sale, Customer shall continue to be obligated for any payments due.
- 9.6. Termination of the License shall be in addition to and not in lieu of any other remedies available to RFT at law or in equity. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies or damages, and RFT's proprietary rights shall survive termination.

10. Limited Warranty

- 10.1. RFT warrants that for twelve (12) months after the date of Customer's receipt of the Software, the Software will perform substantially as specified in the user documentation delivered with the Software and that the Software media will be free of defects in materials and workmanship under normal use; provided, however, that RFT shall not be liable under this warranty if the Software has been modified or altered by anyone other than RFT, if the Software has been abused or misapplied, or if Customer has failed to incorporate all upgrades provided to Customer by RFT. In the event of a breach of this warranty, Customer's sole remedy shall be to return the defective Software to RFT for replacement. The provisions of this Section 10 state the exclusive liability of RFT, and the exclusive remedy of Customer, with respect to any claim arising hereunder.
- 10.2. This Limited Warranty is applied to Software only as specified in this Section 10. This Limited Warranty does not apply to future Major Releases or Minor Releases of software to which Customer may or may not be entitled within this Agreement. No hardware or any other components sold or serviced by RFT are covered under this Limited Warranty.
- 10.3. Except as expressly set forth in Section 10, RFT does not make, and Customer hereby expressly waives, any warranties express or implied. RFT hereby excludes all implied warranties to the extent permitted by law, including but not limited to any implied warranty arising by statute or otherwise in law or from a course of dealing or usage of trade. All warranties of merchantability or fitness for a particular purpose are expressly excluded.
- 10.4. RFT DOES NOT WARRANT THAT THE QUALITY OR THE PERFORMANCE OF THE LICENSED SOFTWARE SHALL MEET CUSTOMER'S REQUIREMENTS; THAT THE LICENSED SOFTWARE WILL BE COMPATIBLE WITH ANY PARTICULAR USER PLATFORM OR INTERFACE; THAT THE CUSTOMER SHALL BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS FROM USE OF THE LICENSED SOFTWARE; THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE OR ANY MODIFICATIONS, SOFTWARE UPDATES TO THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE OR ANY MODIFICATIONS, SOFTWARE UPDATES THERETO WILL BE UNINTERRUPTED OR ERROR FREE.
- 10.5. RFT MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY AS TO THE SCOPE OR VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR THAT CUSTOMER'S USE OF THE PROGRAM SHALL BE FREE FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS HELD BY THIRD PARTIES. RFT INCURS NO OBLIGATION



OR LIABILITY FOR BRINGING ACTIONS AGAINST THIRD PARTIES FOR ALLEGED INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT WITHIN THE SCOPE OF THIS AGREEMENT OR FOR DEFENDING CUSTOMER AGAINST THE SAME.

11. Limitation of Liabilities and Remedies

- 11.1. DISCLAIMER AND RELEASE. THE WARRANTIES, CONDITIONS, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES OF RFT AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF RFT, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST RFT, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO MAINTENANCE, THE PROGRAM, INCLUDING THE SOFTWARE AND DOCUMENTATION, ANY MODIFICATIONS, SOFTWARE UPDATES TO THE LICENSED SOFTWARE, OR OTHER HARDWARE OR SOFTWARE IN THE SYSTEM OF THE CUSTOMER, OR ANY PROGRAMMING, OR ANY OUTPUT BASED ON USE OF THE LICENSED SOFTWARE, ANY NONCONFORMANCE OR DEFECT OR SOFTWARE PROBLEM IN ANY SOFTWARE OR DOCUMENTATION OR ANY OTHER MATERIALS OR INFORMATION OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT BY OR ON BEHALF OF RFT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION, OR SUPPORT OF THE PROGRAM, EVEN IF RFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING BUT NOT LIMITED TO ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGES TO ANY PROPERTY OF CUSTOMER, OR WITH RESPECT TO ANY SOFTWARE PROBLEM, BUG, DEFECT, VIRUS, SECURITY BREACH, DEFICIENCY OR ERROR IN THE PROGRAM INCLUDING THE SOFTWARE AND DOCUMENTATION.
- 11.2. RFT SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF RFT), OR OTHERWISE, FOR LOSS OF USE, REVENUE, OR PROFIT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, CLAIMS OF SERVICE INTERRUPTION OR FOR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY, ECONOMIC, STATUTORY OR CONSEQUENTIAL DAMAGES WITH RESPECT TO MAINTENANCE, THE PROGRAM, INCLUDING THE SOFTWARE AND DOCUMENTATION, ANY MODIFICATIONS, SOFTWARE UPDATES TO THE LICENSED SOFTWARE, OR OTHER HARDWARE OR SOFTWARE IN THE SYSTEM OF THE CUSTOMER, OR ANY PROGRAMMING, OR ANY OUTPUT BASED ON USE OF THE LICENSED SOFTWARE, ANY NONCONFORMANCE OR DEFECT OR SOFTWARE PROBLEM IN ANY SOFTWARE OR DOCUMENTATION OR ANY OTHER MATERIALS OR INFORMATION OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT BY OR ON BEHALF OF RFT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION, OR SUPPORT OF THE PROGRAM, EVEN IF RFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.3. THE LIABILITY OF RFT TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE FEE PAID TO RFT BY CUSTOMER FOR THE LICENSE.
- 11.4. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY (A) REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, AND (C) REGARDLESS OF WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH. LICENSOR SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CUSTOMER IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.

12. Governing Law and Dispute Resolution

- 12.1. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to that jurisdiction's conflicts of laws or choice of law rules, and each Party agrees to submit to the exclusive jurisdiction of the State Courts and Federal Courts located in the State of Wisconsin.
- 12.2. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration. The arbitration will be conducted by a single arbitrator selected by the parties. In the event the Parties cannot agree on a single arbitrator, a three-person arbitration panel will be used with each party selecting one arbitrator and the two arbitrators selecting a third. The arbitration will be conducted in English in accordance with the Commercial Arbitration Rules of the American Arbitration Association without regard to the amount in dispute. The decision of the arbitrator(s) shall be binding and enforceable in any State or Federal Court in Wisconsin and



each party consents to the personal jurisdiction of any State or Federal Court in Wisconsin. The expenses of the arbitration (excluding each parties own attorneys' fees, costs and expenses) shall be paid in equal shares, but the total of such expenses plus any award of attorneys' fees, costs and expenses shall be paid as the arbitrator(s) determines. Nothing in this section precludes RFT from seeking provisional or equitable relief in the State or Federal Courts of Wisconsin.

13. **Attorney's Fees.** If any legal action or proceeding is brought for the enforcement of this License Agreement or arises from an alleged breach, dispute, default or misrepresentation in connection with any of the provisions of this License Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred as a result of such legal action or proceeding.

14. Miscellaneous

14.1. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and the Parties acknowledge that this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and nothing herein, whether express or implied, shall infer upon any person or entity, other than the Parties, their permitted successors and assigns, any legal or equitable rights whatsoever to enforce any provision of this Agreement.

14.2. **Force Majeure.** RFT shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of RFT (each a "Force Majeure Event"). Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

14.3. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the maximum extent necessary that this Agreement will remain enforceable and in full force and effect.

14.4. **Entire Agreement.** This License Agreement constitutes the entire Agreement between the parties. No modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought.

14.5. **No Waiver of These Items.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.6. **Survival.** Sections 8, 10, 11, 12 and 13 of this License Agreement shall survive any termination of the License Agreement.

15. **Acknowledgement.** By accepting, implementing and using Software, Customer and/or transfer recipient acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. Customer further agrees this Agreement supersedes any prior agreement, oral or written, and any other communications relating to the subject matter hereof.

Dated this _____ day of _____, 20_____.

RFT

CUSTOMER

Signature

Signature

Name Printed

Name Printed



PINPOINT® System Customer Installation Responsibilities

RF Technologies, Inc. (RFT) has performed over 10,000 installations in Hotels, Schools, Hospitals, and Senior Living environments. Over the last 30 years of doing business with leading care providers across the United States, we have found that clarifying Customer Responsibilities prior to installation leads to more efficient commissioning events and higher customer satisfaction ratings. As part of our Proposal, we require the following conditions be met prior to installation and by signing this Proposal Customer agrees to assume these responsibilities.

1. Customer Installation Responsibilities

- 1.1. Customer must ensure that site is ready for installation, with all environmental conditions matching those provided by Customer in Supplied Information (as defined by the Terms and Conditions of Sale) and documented in the Proposal. This includes Customer providing RFT with current and accurate floor plans. If RFT has provided a Proposed Floor Plan, Customer must verify that all information including door locations and other elements are accurate as proposed.
- 1.2. In the event environmental conditions do not match Proposal plans, Customer is financially responsible for any and all equipment changes including additional equipment, return shipment, and restocking fees; plus additional installation time, materials, and trip charges required to complete installation.
- 1.3. In the event Customer or Customer's agent changes installation schedule without providing Seller at least 2 weeks' notice, Customer will be billed additional trip charges. In the event Customer or Customer's contractor or agent causes a work delay or halts the installation, Customer will be billed additional hours, including idle time, for the work delays and additional trip charges.
- 1.4. Customer must identify technical, security and staff contacts responsible for system maintenance and operation prior to the installation date, inform RFT with appropriate contact information, and have contacts available for the RFT installation team on the installation date.
- 1.5. After installation, Customer must maintain and test the installed system in accordance with RFT recommendations as outlined in published Product Specifications, User Manuals, Administrator Manuals, and other documentation provided with Product (collectively referred to hereafter as "**Product Documentation**"). Customer must ensure that only qualified personnel use and service the system. RFT offers several service level contracts to support this recommendation, contact your RFT representative if desired.

2. Server and Workstation Installation

- 2.1. The Customer must provide sufficient desk/counter space to allow installation of all system workstations. This space must be no smaller than four square feet for each computer in a computer based system and two square feet for the desktop console in a console system.
- 2.2. Customer should consider placing workstation near a telephone for use while accessing technical support. (This is not a replacement for the direct dial analog phone line requirement listed below.)
- 2.3. For system/server based Products:
 - 2.3.1. Customer must prepare and maintain the facility in accordance with RFT recommendations as outlined in Product Documentation. Customer must maintain and support workstation computers and the connected network.
 - 2.3.2. Customer is responsible to notify RFT technical support immediately of any malfunction, breakdown or failure of the system hardware or software.

3. Ongoing Customer Responsibilities

- 3.1. It is Customers' obligation and responsibility to ensure that all administrators and users are capable of performing all necessary operational and administrative system functions associated with using and administering the system on a daily basis. RFT will assist in this regard by providing manuals for end-users, and by providing site specific system configuration and technical information for administrators.



3.2. Customer must become proficient in the following areas:

- 3.2.1. End-User System Interactions include: Pendant functionality (alert generation, LED-response assessment), alert-viewing through “security view” user interface, alert-location validation (identifying room/area of infraction).
- 3.2.2. Responder Level Responsibilities include all End-User System Interactions plus: Alert viewing through “security view” responder interface, alert response (identifying and implementing correct operational procedures to given alert scenarios).
- 3.2.3. Administrator Level Responsibilities include all End-User System Interactions, all Responder Level Responsibilities, plus: Adding pendants to system and associating pendants to staff, re-assigning pendants to different staff members, editing pendant-profiles (e.g., staff member changes name), deleting pendants from system, adding pendants to network (or validating pendants’ existing access to network), distinguishing associated vs. unassociated pendants and locater beacons, validating/confirming battery-power levels of pendants/reference tags/locater beacons, adding/removing users to/from system, system-activity report generation, custom settings configuration (email-notification/alert-generation options), stopping/starting HELP ALERT software, stopping/starting location-engine (for troubleshooting purposes), stopping/starting HELP ALERT Service (for troubleshooting purposes).

4. Indemnity Obligations

- 4.1. Customers will defend, indemnify and hold harmless RFT, its officers, directors and employees from and against all damages, claims or liabilities and expenses of any type (including reasonable attorneys’ fees) arising out of or resulting from personal injuries, including death) or damage to property caused by failure of Customer to comply with these Customer Installation Responsibilities.



HELP ALERT® System Software License and Support

READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (THE “SLS” OR “AGREEMENT”) CAREFULLY BEFORE SIGNING BELOW. THE SLS REPRESENTS THE SOLE AND ENTIRE AGREEMENT CONCERNING SOFTWARE MAINTENANCE FOR THE SOFTWARE BETWEEN YOU (“CUSTOMER”) AND RF TECHNOLOGIES, INC. (“RFT”), AND IT SUPERSEDES ANY PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, OR UNDERSTANDING BETWEEN RFT AND CUSTOMER (COLLECTIVELY REFERRED TO HEREIN SOMETIMES AS “PARTIES” AND IN THE SINGULAR AS “PARTY”) RELATING TO SUCH SOFTWARE MAINTENANCE.

1. PRELIMINARY STATEMENT. RFT owns the HELP ALERT® Software, (“Software”), and any accompanying User’s Manual(s) and any online documentation, and any and all copies of the foregoing (collectively referred to as the “Program”) and, under a separate License Agreement (the “License Agreement”) between RFT and the CUSTOMER, RFT granted CUSTOMER, and CUSTOMER accepted, a nonexclusive, nontransferable and limited license to use the Program in accordance with the provisions of said License Agreement (“Licensed Software”).
2. SOFTWARE MAINTENANCE. Subject to the terms of this Agreement, RFT will provide CUSTOMER with Maintenance (as defined below) pursuant to this Agreement which is contingent upon, you, the CUSTOMER, having in effect a valid License Agreement for the Licensed Software.
3. **Definitions**
 - 3.1. “Maintenance” shall mean the services provided by RFT hereunder for Licensed Software which shall consist of providing Software updates and documentation changes which may accompany these Software updates subject to the terms and conditions set forth herein.
 - 3.2. “Software Family” shall mean a software platform defined at the sole discretion of RFT. (E.g., Help Alert which includes releases 1.1, 1.2, 2.0, 2.1, etc. where integer numbers relate to a “Major Release” and decimal numbers relate to a “Minor Release” as defined below.)
 - 3.3. “Major Release” shall mean a new release of the entire Licensed Software or some designated part thereof, for the purpose of replacing the earlier Licensed Software in its entirety. Major Releases may add enhancements to usability or value of the product, functional enhancements, Standard Features (as defined below), Licensed Features and/or Licensed Packages (as defined below), at the sole discretion of RFT.
 - 3.4. “Minor Release” shall mean a release of the Licensed Software other than a Major Release. Minor Release may include enhancements to usability or value of the product, functional enhancements, and/or Standard Features (as defined below), at the sole discretion of RFT.
 - 3.5. “Licensed Features” and “Licensed Packages” shall mean optional Software feature or package licenses available to be purchased by CUSTOMER, which enables a feature or set of features within the Software. These features will either be in a “Purchased” state or “Unpurchased” state according to CUSTOMER purchase.
 - 3.6. “Standard Features” shall mean Software features or packages that are considered part of the base software, and are available for use without additional purchase or licenses.
 - 3.7. “RFT” includes RF Technologies Inc., its divisions, assignees, subcontractors, suppliers and affiliates, and their respective directors, officers, employees and agents.
4. **Customer Entitlement to Software and Maintenance Support**
 - 4.1. Under the terms of this Agreement, CUSTOMER will be granted a Software License to all Major Releases and Minor Releases of software that occur within the Software Family during the term of this Agreement. Software Licenses will include provision for Standard Features, Purchased Licensed Features and Purchased Licensed Packages previously purchased by CUSTOMER. Such Major Releases or Minor Releases, when delivered, shall become part of the Licensed Software and be maintained in accordance with this Agreement and shall otherwise be subject to all of the terms of the License Agreement.
 - 4.2. Excluded from this Agreement are Licenses for Unpurchased Licensed Features and Unpurchased Licensed Packages. These features and packages must be purchased separately to be activated within the Software.
 - 4.3. Maintenance to support installation of Major Releases and Minor Releases will be provided under this Agreement only:
 - 4.3.1. for the then-current Release (Major or Minor) of the Software Family during the one-year term of this Agreement, and



4.3.2. for the immediately preceding Release (Major or Minor) of the Software Family during the period ending on the earlier of the expiration date of this Agreement or twelve (12) months after the date the most current release is made available.

4.4. Maintenance support for Major Releases and Minor Releases will include remote support, provided the remote connection has been previously tested and approved by RFT technical support. Customer assumes certain responsibilities outlined in Section 6 regarding remote installations support.

4.5. In the event CUSTOMER does not have a remote connection, in order to satisfy any delivery obligation hereunder, RFT may, in its discretion, send CUSTOMER in digital media form a single copy of any Software updates or modification to the Software provided pursuant to this Agreement, together with instructions for CUSTOMER'S installation and implementation thereof. Such Software updates or modification, when delivered, shall become part of the Licensed Software and be maintained in accordance with this Agreement and shall otherwise be subject to all of the terms of this Agreement.

5. Excluded Items

5.1. On-site update or upgrade assistance is not provided hereunder but may be made available through other Service Agreements, or at RFT's sole discretion on a case-by-case basis at then-current RFT rates for labor, travel time, transportation, subsistence and materials, during normal business hours, excluding holidays observed by RFT.

5.2. Maintenance services are excluded hereunder if such services are required because of one or more of the following:

5.2.1. Licensed Software modification, customization, or installation other than as recommended by RFT or other alteration by the CUSTOMER; or repairs, maintenance, modification or other services performed on Licensed Software by persons not authorized by RFT;

5.2.2. Any damage to any Licensed Software arising from or caused by any casualty, act of God, riot, war, the unauthorized acts of third parties (including CUSTOMER'S employees, agents or clients), failure or interruption of any electrical power, air conditioning, humidity control, or telephone or email communications or any other like cause;

5.2.3. Licensed Software installed on hardware and/or operated in a system configuration that does not support the Licensed Software.

5.3. CUSTOMER shall be solely responsible for all problems arising as set forth above in 5.2.1 through 5.2.3.

5.4. All Hardware is excluded from this Agreement, including but not limited to Desktop Computers, Server Computers, Hard Drives, PC Accessories, or other computer or system components, power supplies, etc. Server upgrades at the customer's expense may be required to take delivery of software upgrades.

5.5. RFT, in its sole discretion, may offer one or more of the services excluded in this Article and may require CUSTOMER to pay then-current RFT rates for labor, travel time, transportation, subsistence and material and an additional fee to be negotiated on a case-by-case basis.

6. Customer Responsibilities

6.1. CUSTOMER Assumes Full Responsibility For (a) the Selection of the Licensed Software; (b) the Proper Installation and Use of the Licensed Software; (c) Verifying the Results Obtained From the Use of the Licensed Software; and (d) Taking Appropriate Measures to Prevent Loss of Data, Protect Against Software Viruses and Protect Against Software Security Breach.

6.2. CUSTOMER is responsible to schedule and maintain versions of Software to within one version of the current latest Major or Minor release. See Section 5.2 for exclusions of service for versions of Software more than one release out-of-date.

6.3. CUSTOMER is responsible to maintain System operation and readiness for update or upgrade to the Software, including server hardware and operating systems. Any additional time or materials required to establish system readiness for Software update or upgrade will result in additional charges to CUSTOMER, consistent with any additional Service Agreements.

6.4. CUSTOMER is solely responsible for security and life safety procedures during system update or system upgrade. Appropriate measures for life safety including but not limited to guarding doors, providing alternate call systems, and all other life safety needs must be defined by CUSTOMER policies and procedures. In the event life safety



system is inoperable during the update or upgrade process, either planned or unplanned, CUSTOMER is responsible for executing these alternate life safety procedures.

7. Fees

- 7.1. The CUSTOMER shall pay an annual maintenance subscription fee equal to 15% of the list purchase price of the Software, plus an annual increase amount of no more than the greater of 3% or U.S. Consumer Price Index (CPI), compounded on an annual basis.
- 7.2. All charges payable hereunder are exclusive of taxes. CUSTOMER will pay all applicable taxes or provide a certificate of exemption from such taxes acceptable to taxing authorities.

8. **Ownership.** CUSTOMER acknowledges and agrees that all right, title, and interests in and to the Program including the Software and accompanying user's documentation, including associated intellectual property rights, are and shall remain with RFT. CUSTOMER further acknowledges and agrees that the Software updates, modifications, and Major or Minor Releases, upgrades and the like to the Software, including all intellectual property rights associated therewith, made or provided by RFT pursuant to this Agreement, whether alone or with any contribution from CUSTOMER or CUSTOMER'S personnel, shall be owned exclusively by RFT. To the extent CUSTOMER or CUSTOMER'S personnel may acquire any right or interest therein by operation of law, CUSTOMER irrevocably assigns all such right and interest exclusively to RFT and, at the request of RFT, shall take reasonable actions to effect such assignments. CUSTOMER shall maintain and enforce agreements and policies with its personnel sufficient to give effect to the provisions of this Section.

9. Term and Termination

- 9.1. Upon execution of this Agreement by CUSTOMER, the term shall commence on the date of acceptance of the Licensed Software and continue for an initial twelve (12) month term. Thereafter, provided CUSTOMER has paid the required fees, as provided for herein and in the applicable order documentation, and Customer has provided written notice to RFT of its intent to renew this Agreement at least thirty (30) days before expiration of the initial twelve (12) month term, this Agreement shall commence on the first day following date of expiration of the initial (12) month term (or in the case of renewal, annually on the anniversary of that date) and shall continue in effect for a period of twelve (12) months.
- 9.2. RFT may terminate this Agreement by giving written notice of termination to CUSTOMER upon the occurrence of any of the following events:
 - 9.2.1. CUSTOMER defaults in the performance of any material requirement or obligation created by this Agreement or the License Agreement, or
 - 9.2.2. CUSTOMER fails to make any payment within thirty (30) days of its due date.
- 9.3. No termination of this Agreement shall release CUSTOMER from any obligation to pay any amount that has accrued or become payable at or prior to the date of termination.
- 9.4. In the event that the CUSTOMER does not renew this Agreement, and then later wishes to reinstate software maintenance (thereby creating a lapse in software maintenance coverage), RFT is not obligated to reinstate the coverage but may, in RFT's sole discretion, reinstate the coverage provided that the CUSTOMER purchases a new software maintenance agreement, installs the then-current Release of Licensed Software and pays the fees for the lapsed period of coverage at the then-current rates of RFT.
- 9.5. RFT has the right to notify CUSTOMER at any time in writing that the Licensed Software will not be supported after a given date ("Termination of Support Date"). The Termination of Support Date shall not be less than thirteen (13) months from the date of the notice. RFT shall have no obligation to update Licensed Software after the Termination of Support Date. CUSTOMER agrees to such termination of support.
- 9.6. All communications from CUSTOMER relating to the termination of this Agreement shall be directed to RFT at the address indicated in Section 13 herein below. No sales person or field representative of RFT shall be authorized to act or make any commitment for RFT except pursuant to written instructions made and signed by a duly authorized representative of RFT.

10. Limited Warranty

- 10.1. RFT warrants that it will render its services hereunder in a good and workmanlike manner consistent with customary industry standards. As RFT's sole responsibility and CUSTOMER'S exclusive remedy in the event of any material failure to meet such standard, RFT shall make a commercially reasonable effort to remedy any resulting



discrepancies. Any claim based on the foregoing warranty must be submitted in writing within ninety (90) days after delivery or the date of required delivery of the pertinent service.

10.2. RFT DOES NOT WARRANT THAT THE QUALITY OR THE PERFORMANCE OF THE LICENSED SOFTWARE SHALL MEET CUSTOMER'S REQUIREMENTS; THAT THE LICENSED SOFTWARE WILL BE COMPATIBLE WITH ANY PARTICULAR USER PLATFORM OR INTERFACE; THAT THE CUSTOMER SHALL BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS FROM USE OF THE LICENSED SOFTWARE; THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE OR ANY MODIFICATIONS, SOFTWARE UPDATES TO THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE OR ANY MODIFICATIONS, SOFTWARE UPDATES THERETO WILL BE UNINTERRUPTED OR ERROR FREE.

10.3. RFT MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY AS TO THE SCOPE OR VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR THAT CUSTOMER'S USE OF THE PROGRAM SHALL BE FREE FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS HELD BY THIRD PARTIES. RFT INCURS NO OBLIGATION OR LIABILITY FOR BRINGING ACTIONS AGAINST THIRD PARTIES FOR ALLEGED INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT WITHIN THE SCOPE OF THIS AGREEMENT OR FOR DEFENDING CUSTOMER AGAINST THE SAME.

11. Limitation Liabilities and Remedies

11.1. DISCLAIMER AND RELEASE. THE WARRANTIES, CONDITIONS, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES OF RFT AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF RFT, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST RFT, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO MAINTENANCE, THE PROGRAM, INCLUDING THE SOFTWARE AND DOCUMENTATION, ANY MODIFICATIONS, SOFTWARE UPDATES TO THE LICENSED SOFTWARE, OR OTHER HARDWARE OR SOFTWARE IN THE SYSTEM OF THE CUSTOMER, OR ANY PROGRAMMING, OR ANY OUTPUT BASED ON USE OF THE LICENSED SOFTWARE, ANY NONCONFORMANCE OR DEFECT OR SOFTWARE PROBLEM IN ANY SOFTWARE OR DOCUMENTATION OR ANY OTHER MATERIALS OR INFORMATION OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT BY OR ON BEHALF OF RFT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION, OR SUPPORT OF THE PROGRAM, EVEN IF RFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGES TO ANY PROPERTY OF CUSTOMER, OR WITH RESPECT TO ANY SOFTWARE PROBLEM, BUG, DEFECT, VIRUS, SECURITY BREACH, DEFICIENCY OR ERROR IN THE PROGRAM INCLUDING THE SOFTWARE AND DOCUMENTATION.

11.2. RFT SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF RFT), OR OTHERWISE, FOR LOSS OF USE, REVENUE, OR PROFIT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, CLAIMS OF SERVICE INTERRUPTION, OR FOR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY, ECONOMIC, STATUTORY OR CONSEQUENTIAL DAMAGES WITH RESPECT TO MAINTENANCE, THE PROGRAM, INCLUDING THE SOFTWARE AND DOCUMENTATION, ANY MODIFICATIONS, SOFTWARE UPDATES TO THE LICENSED SOFTWARE, OR OTHER HARDWARE OR SOFTWARE IN THE SYSTEM OF THE CUSTOMER, OR ANY PROGRAMMING, OR ANY OUTPUT BASED ON USE OF THE LICENSED SOFTWARE, ANY NONCONFORMANCE OR DEFECT OR SOFTWARE PROBLEM IN ANY SOFTWARE OR DOCUMENTATION OR ANY OTHER MATERIALS OR INFORMATION OR OTHER THINGS PROVIDED UNDER THIS AGREEMENT BY OR ON BEHALF OF RFT OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION, OR SUPPORT OF THE PROGRAM, EVEN IF RFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3. THE TOTAL LIABILITY OF RFT (INCLUDING ITS SUBCONTRACTORS AND SUPPLIERS) TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR USE OF THE PROGRAM OR RESULTING FROM ANY PERFORMANCE OR NONPERFORMANCE HEREUNDER SHALL NOT EXCEED THE FEES UNDER THIS AGREEMENT.

11.4. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY (a) REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT, (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, AND (c) REGARDLESS OF WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE



ENFORCED AS SUCH. LICENSOR SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CUSTOMER IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.

12. **Delays.** The date on which the obligations of RFT are required to be fulfilled will be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from (a) acts of God, unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, strikes, labor disputes, sabotage, terrorism, or epidemics; (b) inability due to causes beyond the reasonable control of RFT to timely obtain instructions or information from CUSTOMER, necessary and proper labor, materials, components, facilities, or transportation; or (c) any other cause beyond the reasonable control of RFT. The foregoing extension will apply even though such cause(s) may occur after the performance by RFT of its obligations has been delayed for other causes.

13. Notices

13.1. Except for requests for Maintenance, any notice or communication to a Party required or permitted hereunder shall be in writing and effective on the date when (a) served by personal delivery, (b) received via registered or certified U.S. mail, return receipt requested, postage prepaid, (c) prepaid overnight courier service, or (d) sent by facsimile transmission with confirmation in writing sent by first class U.S. Mail to the other Party at its address listed herein.

Notices to RFT shall be sent as follows:

Attention: License Manager
RF Technologies, Inc.
3125 North 126th Street
Brookfield, WI 53005

Notices to CUSTOMER shall be sent to:

Each Party shall promptly give written notice to the other of any address change. Requests for Maintenance should be sent by the Customer Contact(s) via email addressed to: tech@rft.com.

14. **Successor and Assigns.** CUSTOMER shall not assign, sublicense, or transfer its rights or delegate its obligations under this Agreement without the prior written consent of RFT, and any attempt to do so shall be void. This Agreement shall be binding upon the respective successors and assigns of the Parties to this Agreement.

15. **Equitable Relief.** CUSTOMER agrees that any breach of this Agreement by it will cause irreparable damage and that, in the event of such breach, in addition to all remedies at law, RFT shall have the right to an injunction, specific performance, or other equitable relief to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

16. Governing Law and Dispute Resolution

16.1. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Wisconsin, without reference to its choice of law rules. Members of the most senior management level of the parties will meet and exercise their best efforts to resolve any dispute under this Agreement.

16.2. If unsuccessful, the dispute will be resolved by arbitration conducted by a single arbitrator selected by the parties. If the Parties cannot agree on a single arbitrator, a three-person arbitration panel will be used with each Party selecting one arbitrator and the two arbitrators selecting a third. The arbitration shall be conducted in English under the Commercial Arbitration Rules of the American Arbitration Association without regard to the amount in dispute. The decision of the arbitrator(s) shall be binding and enforceable in any State or Federal Court in Wisconsin and each party consents to the exclusive jurisdiction of any State or Federal Court located in



Wisconsin, in connection with any action or proceeding related this Agreement. The expenses of the Arbitration (excluding each parties' own attorneys' fees, costs and expenses) shall be paid in equal shares, but the total of such expenses plus any award of attorneys' fees, costs and expenses shall be paid as the arbitrator(s) determines. Nothing in this section precludes RFT from seeking provisional or equitable relief in the State or Federal Courts of Wisconsin.

17. **Attorney's Fees.** If any action or arbitration is brought by either Party to this Agreement against the other regarding the subject matter hereof, the prevailing Party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees and expenses of litigation.
18. **Miscellaneous**
 - 18.1. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and the Parties acknowledge that this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and nothing herein, whether express or implied, shall infer upon any person or entity, other than the Parties, their permitted successors and assigns, any legal or equitable rights whatsoever to enforce any provision of this Agreement.
 - 18.2. **Modifications; No Other Terms.** No amendment or modification of this Agreement shall be effective unless made in writing and signed by RFT and the CUSTOMER. Any provisions in any purchase order, quotation, acknowledgment or other forms or contract documents applicable to any service, performance, purchase, or other transaction that are inconsistent, or in conflict, with any of the provisions of this Agreement will be ineffective and not applicable, unless the inconsistent or conflicting provisions are in a written agreement dated subsequent to the effective date of this Agreement and signed by RFT.
 - 18.3. **Severability.** Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
 - 18.4. **No Waiver.** The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
 - 18.5. **Survival.** Sections 8, 10, 11, 15, 16, and 17 shall survive termination of this Agreement.



19. **Acknowledgement.** By executing this Agreement, CUSTOMER represents to RFT that it has full power and authority to execute this Agreement on behalf of its organization. CUSTOMER further acknowledges that it has read the Agreement, understands it, and agrees to be bound thereby.

Dated this _____ day of _____, 20____.

CUSTOMER

RFT

Signature

Signature

Name Printed

Name Printed

Title

Title

Date

Date

Telephone Number

Customer Purchase Order Number

MENTAL HEALTH SERVICES AGREEMENT

This Agreement made this 21st day of March 2024, between Juniper Tree Counseling LLC and Douglas County School District No. 116 ("Winston-Dillard School District" or "District").

RECITALS

1. Winston-Dillard School District is a public school district organized and existing under the laws of the state of Oregon;
2. Juniper Tree Counseling is an Oregon limited liability company that employs and/or contracts with licensed mental health therapists and associates operating in Douglas County, Oregon;
3. Winston-Dillard School District is in need of mental health referral sources for crisis services, referral services, and mental health services for students and families of the District;
4. Juniper Tree Counseling is able to provide services in Winston-Dillard School District which meet all the requirements established under statute and federal rule;
5. The parties agree that this Agreement shall memorialize the relationship of the parties.

AGREEMENT

FOR GOOD AND SUFFICIENT CONSIDERATION, including the covenants and promises set forth in this document and the foregoing of certain rights, the parties agree as follows:

1. Winston-Dillard School District agrees that it shall make non-exclusive referrals to Juniper Tree Counseling when necessary or as advisable for students and/or families of students in need of mental health services on a referral basis, or direct request for services to a child, family, or agency associated with the District.
2. District will make work space available at District-operated buildings for therapists affiliated with Juniper Tree Counseling to create effective therapy environments. The work space provided will be private, confidential space in order for all services provided by Juniper Tree Counseling to be compliant with HIPAA regulations. The parties shall sign a HIPAA business associate agreement.
3. District shall provide access to the District's secure, password-protected Wi-Fi internet connection for the purpose of accessing Juniper Tree Counseling 's electronic health records. It is the responsibility of therapists affiliated with Juniper Tree Counseling to provide their own electronic devices to access electronic health records. It is the responsibility of therapists affiliated with Juniper Tree Counseling to take measures to ensure that their access to electronic health records on the District Wi-Fi is always secure, e.g., therapists must not leave unlocked devices unattended or send medical records to District printers when therapists are not present to immediately retrieve the prints.
4. District site principal or designee will coordinate work hours and service delivery with mental health therapist, facility and staff.
5. Juniper Tree Counseling will provide qualified mental health services under the rules and regulations of the state of Oregon on an as-needed basis at the designated sites.

6. Juniper Tree Counseling agrees to use only licensed therapists or associates in fulfillment of its obligations under this Agreement. Juniper Tree Counseling is solely responsible for ensuring that its affiliated providers meet all licensing requirements, including initial licensure and continuing education requirements, and will provide the District proof of its affiliates' full licensure and good standing with the Board of Licensed Professional Counselors and Therapists upon request of the District.

Juniper Tree Counseling will provide:

7. Core mental health services to students, which shall include, as necessary:
 - a. Assessments;
 - b. Individual and/or family therapy;
 - c. Group therapy;
 - d. Medication referrals;
 - e. Crisis response-self-harm/suicide/threats to other
 - f. Outpatient services to children and families referred by school, self or other which meet eligibility requirements.
 - g. Services related to records, transcription, typing and forms or supplies unique to Juniper Tree Counseling 's requirements and records.
 - h. Clinical supervision as well as peer review of records
8. Services of Juniper Tree Counseling shall not include the following:
 - a. Disciplinary response or placement of non-compliant students;
 - b. Unplanned services other than crisis services related to self-harm/suicidal/threats of harm to other or significant needs.
 - c. Classroom behavior management;
 - d. Behavioral services (other than consultation).
9. Relationship of Parties.
 - a. Juniper Tree Counseling is an independent contractor which shall obtain, maintain, and identify District as an insured party under policies of liability insurance coverage for the products, activities, and operations of Juniper Tree Counseling, which shall be in a form acceptable to District in liability coverage limits meeting or exceeding the requirements of Oregon Tort Claims Act as codified in ORS 30.260 to 30.300.
 - b. Juniper Tree Counseling shall name District and its officers, employees, agents and representatives as additional insured on any contract of insurance.
 - c. Juniper Tree Counseling shall provide an acceptable certificate of insurance issued by an insurance company licensed to do business in the state of Oregon to District containing a minimum 30-day notice of cancellation endorsement.
 - d. Juniper Tree Counseling and its employees shall obtain and maintain at all times professional liability insurance acceptable to District naming District as an additional insured and insuring all service providers providing services to District.

10. Compensation.

- a. District shall remit payment to Juniper Tree Counseling as billed fees for providing services annually in an amount not to exceed \$10,000.00 per calendar year.
- b. Juniper Tree Counseling shall bill, in all instances available, insurance parties for mental health services provided to students and families prior to seeing payment from District for services rendered. No out-of-pocket costs for services will be billed to families. All services provided that are not covered by insurance will be billed to District at one hundred and fifty dollars (\$150.00) per hour, not to exceed \$10,000.00 per calendar year. Juniper Tree Counseling will submit monthly invoices by fifth of each month to District for services provided. For services billed to the District by Juniper Tree Counseling, the District will be provided with a monthly report detailing the number of each service type provided at each location as well as the source of revenue received, including the amount if District was invoiced for services.

11. Risk Management and Oversight Meetings.

District representatives shall meet monthly with Juniper Tree Counseling representatives to review reporting service utilization by location and billable services to ensure appropriate resources deployment in an effective and efficient manner.

12. Termination of Agreement.

This Agreement may be terminated by either party upon 60 days' written notice to the other.

13. Indemnity.

- a. Juniper Tree Counseling agrees to defend, indemnify and hold District harmless for any and all actions, claims, suits, threats of suit thereof arising out of service provided or not provided by Consortium, its agents, employees and representatives.
- b. District agrees to hold Consortium harmless, indemnify and defend Juniper Tree Counseling from any and all actions, claims, suits or threats arising out of any claim of property damage or injuries caused by District employees or to District facilities.
- c. Juniper Tree Counseling shall comply with state of Oregon fingerprinting and criminal background check requirements prior to any direct unsupervised contact with District students. District and Juniper Tree Counseling agree to comply with applicable federal, state, county and municipal regulations with respect to the provisional services described above.
- d. Juniper Tree Counseling and District shall maintain workers' compensation insurance for each entities' employees. Each party is an independent entity and shall not be liable for wages, withholding or benefits required by federal or state law.

14. Term. The term of this Agreement commences as of the date of execution and terminates on June 30, 2024, unless a successor or extension is executed by the authorized representatives of the parties.

15. Notices. Any notice hereunder shall be given in writing to the party for whom it is intended in person or by certified mail at the following address, or such future address as may be designated in writing:

Winston DillardSchool

620 NW Elwood St., Winston, OR 97496

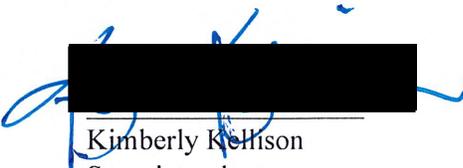
Juniper Tree Counseling, LLC

850 SE Roseburg OR 97470

16. Binding Effect. This Agreement and any contracts resulting here from shall be binding on and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties.
17. Choice of Law. This Agreement shall be construed, governed, interpreted, and enforced in accordance with the laws of the State of Oregon, without giving effect to any Oregon choice of law provision that would cause the application of the laws of any jurisdiction other than the state of Oregon.
18. Severability. If any part of this Agreement is deemed illegal, invalid, or unenforceable by Oregon law, all other parts that are legal, valid, and enforceable shall remain in effect.
19. Attorney Fees. If any action or suit is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeals taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
20. Entire Agreement. This Agreement contains the final and entire understanding between Winston Dillard School District and Juniper Tree Counseling with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. Winston Dillard School District and Juniper Tree Counseling shall not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and is signed by authorized representatives of Winston Dillard School District and Juniper Tree Counseling.
21. Agreement Prepared by Attorney for Winston Dillard School District. This Agreement has been prepared by Garrett Hemann Robertson P.C., as attorneys for Winston Dillard School District. Juniper Tree Counseling acknowledges that Consortium has the right to have this agreement reviewed by an attorney of Consortium's choice.

IN WITNESS WHEREOF the parties have executed this agreement the day and year set forth below.

Alison Hinson, EDS, LPC
CEO- Owner
Juniper Tree Counseling



Kimberly Kellison
Superintendent
Winston School District

WINSTON-DILLARD SCHOOL DISTRICT



Job Description

Job Title: TOSA – Early Literacy Instructional Coach

Reports To: Director of Instructional Services

FLSA Status: WDEA

Calendar: 179 Day Teacher Calendar

JOB SUMMARY

As an Early Literacy Success Coach, you will play a pivotal role in improving early literacy education and outcomes. You will work closely with teachers to support their professional learning – in particular, to implement research-supported instructional practices in early literacy and fostering an inclusive and equitable educational environment. In collaboration with teachers, specialists, administrators, and other education stakeholders, you work to create environments in which children receive the support they need to thrive as literacy learners.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties of this position include the following. Employees in this position perform some or all of the following tasks. Other duties may be assigned.

1. Ensure that the bulk of your time is spent in classrooms, observing, modeling lessons, and supporting teachers to improve early literacy.
2. Implement coaching cycles that focus on the improvement of early literacy instruction and that produce strong results in children’s literacy learning.
3. Lead professional development for teachers and instructional aides during inservice and onboarding to strengthen staff efficacy in early literacy instruction.
4. Lead or support professional learning opportunities, such as weekly meetings of teacher study groups, that are focused on continuous improvements of early literacy instruction and on ensuring every child’s literacy growth.
5. Work with the school’s instructional leadership team on an ongoing basis to gather information regarding early literacy instruction and outcomes, make decisions about improvements, guide implementation of those decisions and monitor their impact.
6. Advocate for instructional materials and initiatives that are aligned with research, oriented toward equity, and able to be implemented in a culturally responsive way.
7. Sustain or establish and sustain a professional and collaborative environment that is characterized by shared responsibility for children’s learning and respect for families, communities, children, and colleagues

8. Engage in ongoing professional learning to stay abreast of developments in literacy research and equity-oriented teaching.
9. Manages the teacher mentor program in collaboration with the lead teacher including teacher onboarding and other professional development.
10. Maintains regular and punctual attendance and adheres to workplace expectations.
11. Collaborates with the Director of Instructional Services and Title I teachers to provide onboarding for new teachers and IA's in the foundations of early literacy.
12. Works in collaboration with the Director of Student Services and Title I teachers to provide aligned interventions for reading throughout the elementary buildings.

MARGINAL DUTIES AND RESPONSIBILITIES

Marginal duties of this position include the following. Employees in this position perform some or all of the following tasks.

1. Other duties as assigned.

SUPERVISORY RESPONSIBILITIES

None

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Master's degree in literacy education or closely related field. Prior experience as a teacher.
2. Experience in coaching and leading professional learning in early literacy and equity-oriented teaching.
3. Works well with others from diverse backgrounds. Focuses on solving conflict, maintaining confidentiality, listening to others without interrupting, keeping emotions under control, remaining open to others' ideas, and contributing to district a positive team spirit. Demonstrated ability to successfully work with staff and public.
4. Ability to communicate fluently in English, both verbally and in writing. Ability to respond to common inquiries or complaints from students, parents, staff, regulatory agencies or members of the community. Ability to write reports and business correspondence.
5. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute ratio and percent and to draw and interpret graphs. Ability to apply concepts of algebra, geometry, and statistics.
6. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
7. Advanced level of computer competency.
8. Ability to appropriately communicate with students, teachers, parents, members of the community, and others including vendors, law enforcement, and other agencies. Ability to exercise good judgment and work in an environment with constant interruptions.
9. Certificates as determined by the district. Must have possession of, or ability to obtain, a valid Oregon Driver License and ability to obtain a valid CPR/First Aid card.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to walk; sit; use hands for fine manipulation, handle or feel and reach with hands and arms using a keyboard and video display terminal. The employee must regularly lift and/or move up to 20 pounds and occasionally up to 60 pounds. Specific vision abilities required by this job include close vision.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work environment is in the district office with standard business office setting. The noise level in the work environment is usually low to moderate.

OTHER

Note: This is not necessarily an exhaustive or all-inclusive list of responsibilities, skills, duties, requirements, efforts, functions or working conditions associated with the job. This job description is not a contract of employment or a promise or guarantee of any specific terms or conditions of employment. The school district may add to, modify or delete any aspect of this job (or the position itself) at any time as it deems advisable.

I have read and understand this job description.

Printed Name: _____

Signature: _____

Date: _____